

1. General Provisions and Conclusion of Contract

1.1

The following General Terms and Conditions of Sale and Delivery apply to all contractual relationships between Endrich and companies, legal entities under public law and special funds under public law.

1.2

Contractual relations with Endrich shall be based exclusively on the terms of payment and delivery set out herein. The customer's general terms and conditions of business, in particular conditions of purchase, are excluded. The execution of an order despite knowledge of conflicting terms and conditions or terms and conditions which are incompatible with Endrich's own terms and conditions of payment and delivery shall not be deemed to constitute consent to such terms and conditions.

1.3

Quotations from Endrich are subject to change. A contract is only concluded when Endrich confirms the customer's order.

2 Rights of Use

2.1

If descriptions, drawings and other documents ("Documents") are sent to the customer, Endrich reserves its unrestricted rights of exploitation under property and copyright law. The Documents may only be made available to third parties with Endrich's prior consent and, if a binding contract is not concluded, must be returned to Endrich without delay upon Endrich's request.

2.2

If Endrich delivers goods on which software, in particular control software, is implemented, the customer shall be granted a non-exclusive right, unlimited in time, to run the programs on the products. The customer is not entitled to edit, change, or redesign the programs.

3 Prices and Terms of Payment

3.1

The prices are ex works and do not include value added tax. Packaging costs shall be borne by the customer.

3.2

Invoices are due for payment within 14 days without any deductions according to the date stated on the invoice. Payments shall be made free Endrich's paying agent.

3.3

The customer may only set off claims which are undisputed or have been finally adjudicated.

3.4

If, after the conclusion of the contract with the customer, the costs of procuring materials, in particular the world market prices for electronic components, increase, Endrich shall be entitled to adjust its prices.

3.5

If framework supply agreements have been concluded between Endrich and the customer for a longer period of time, the above provision shall apply accordingly.

4. Retention of Title

4.1

Notwithstanding any earlier transfer of risk, Endrich retains title to the goods delivered until all claims Endrich has against the customer arising out of the business relationship have been fulfilled (goods subject to retention of title).

4.2

As long as the goods remain the property of Endrich, the customer is not entitled to pledge the goods or to assign them to a third party by way of security. If the property of Endrich Ges.m.b.H. is threatened by a third party, Endrich Ges.m.b.H. must be notified immediately.

Should a bailiff wish to seize the delivered goods, Endrich Ges.m.b.H.'s ownership must be asserted vis-à-vis the bailiff, stating the company name and address. In the event of seizure, attachment, or other dispositions by third parties, the customer shall notify Endrich thereof without delay and provide the documents and information necessary for an intervention.

4.3

The customer is entitled to sell the reserved goods in the ordinary course of business. In the event of a sale of the goods subject to retention of title the customer hereby assigns to Endrich all claims to which he is entitled against his customer in connection with the resale as security for Endrich's claims. Endrich accepts the assignment. The assignment shall be made only to the extent which corresponds to the amount of Endrich's secured claim. The customer is entitled to collect the assigned claim as long as he fulfils his payment obligations towards Endrich. In the event of default in payment by the customer Endrich shall be entitled to revoke the collection authorisation. In this case the customer is obliged to inform the third-party purchaser of the assignment and to provide Endrich with all information necessary for collection and to send Endrich all documents required to enforce the assigned claim.

4.4

If the customer includes claims from the resale of the goods subject to retention of title in a current account existing with his customers, he hereby assigns to Endrich a positive balance in the amount corresponding to the total amount of the claims from the resale of the goods subject to retention of title included in the current account.

4.5

If the security interests to which Endrich is entitled exceed the amount of the secured claims by more than 15 %, Endrich shall, at the customer's request, release a corresponding part of the security interests at Endrich's option.

5. Delivery Times and Delay

5.1

Unless otherwise agreed, all delivery periods are approximate periods. Timely delivery to the customer is subject to the condition that the customer has obtained the necessary approvals and releases, in particular of plans, and has complied with the agreed terms of payment and other obligations. If this is not the case, agreed deadlines shall be extended by the period of the delay and a reasonable start-up phase.

5.2

Delivery periods and dates are non-binding unless otherwise agreed in writing. Delivery dates agreed within the framework of continuing obligations and framework agreements shall only be binding if the delivery items have been bindingly ordered in accordance with the contractual agreements.

5.3

Unforeseeable external events caused by force majeure or by acts of third parties shall release Endrich from its delivery obligation, provided that Endrich is not at fault for the event. This applies in particular to the interruption of supply chains as a result of global grievances as well as industrial disputes or the imposition of embargoes.

5.4

In the case of framework supply agreements Endrich shall keep the delivery items in stock for the average demand of two weeks. If there are delays in delivery by Endrich's suppliers, Endrich shall inform the customer without delay. Endrich will attempt to make up for delayed deliveries from its suppliers. If, despite this, delays in delivery occur which are not attributable to Endrich, Endrich shall not be liable for them. Endrich shall only be liable for culpably caused delays in delivery in the event of intent and gross negligence.

5.5

If the manufacturer discontinues production of the delivery item, Endrich shall attempt to provide the possibility of a "last call" which allows the customer to obtain a larger quantity of the delivery item one last time. Endrich's delivery obligations with regard to the delivery item no longer in production shall end when the manufacturer ceases production.

6. Transfer of Risk

Unless otherwise agreed in writing, the risk of accidental loss of or damage to the delivery item shall pass to the customer when the delivery item is made available at Endrich's premises (Incoterms 2010, passing of risk Ex Works).

7. Material Defects

7.1

Warranty claims by the customer shall be subject to the condition that the customer inspects the delivered products immediately after delivery, insofar as this can reasonably be expected from the use of a sample, and notifies Endrich in writing of any defects within a reasonable period of time, but no later than 14 days after delivery. The notice of defect must be substantiated and in writing and must contain all essential information on the type of defect, the goods concerned and the accompanying circumstances; in the case of hidden defects, it must also contain information on why the defect could not be detected despite proper inspection.

7.2

Claims according to § 933b ABGB (recourse of the entrepreneur against his forerunner) shall only exist insofar as the customer has not made any agreements with his buyers which go beyond the statutory warranty claims.

7.3

In the event of justified notices of defect Endrich shall be entitled at its own discretion to repair or replace the goods. In both cases Endrich shall only be obliged to bear all expenses necessary for the purpose of improvement, in particular transport, travel, labour, and material costs, provided that these are not increased by the fact that the object of sale has been taken to a place other than the place of performance.

7.4

If the supplementary performance finally fails, the customer has the right to a price reduction. Unless the defect is substantial and irremediable, a claim for reduction of the purchase price is excluded if Endrich remedies the defect or replaces the goods within a reasonable period of time or if the customer exercises his right to a price reduction in accordance with the foregoing provisions.

7.5

Warranty claims shall be excluded if defects arise as a result of natural wear and tear, in particular in the case of parts subject to wear and tear, improper handling, use or storage or improperly carried out modifications or repairs of the products by the customer or third parties.

8. Defects of Title

8.1

If claims are asserted against the customer by third parties in connection with the goods delivered by Endrich on the grounds of infringement of industrial property rights, Endrich shall only be liable if the goods delivered were used in accordance with the contract. Endrich shall, at its option, either obtain a right of use for the delivery items concerned or modify the delivery items

in such a way that the industrial property right is no longer infringed or replace the delivery item. If this is not possible for Endrich under reasonable conditions, the customer shall be entitled to the statutory rights of rescission or reduction.

8.2

The customer shall inform Endrich without delay if third parties assert proprietary rights and shall make declarations and take defensive measures only after consultation with Endrich.

8.3

Claims of the customer are excluded if the customer itself is responsible for the infringement of property rights.

8.4

Claims of the customer are also excluded if the infringement of the Industrial Property Rights is based on a specification made by the customer, is caused by an application not foreseeable by Endrich or is caused by the fact that the delivery has been modified by the customer.

8.5

Further or other claims of the customer against Endrich based on a defect in title are excluded.

9. Compensation for Damages

9.1

Endrich shall be liable without limitation for damages arising from a breach of warranty or in the event of injury to life, limb, or health.

9.2

In addition, Endrich shall be liable without limitation outside the scope of application of the Product Liability Act only in the case of intent and gross negligence. In the event of simple or gross negligence Endrich shall only be liable in the event of a breach of obligations the observance of which is a prerequisite for the proper performance of the contract and on the observance of which the customer could reasonably rely (cardinal obligations).

9.3

If the damage is attributable to simple or plain gross negligence on the part of Endrich, liability shall be limited to a maximum amount of EUR 50,000.

9.4

Claims by the customer for compensation for loss of profit are excluded unless Endrich has caused the damage intentionally or by gross negligence.

10. Termination by the Customer

If the customer has the right to terminate the contract in respect of goods to be supplied individually, Endrich is entitled to invoice for work performed and to demand a lump-sum payment of 25 % of the agreed remuneration for work not yet performed until the termination becomes effective. The customer reserves the right to prove that Endrich did not incur any expenses or incurred lower expenses.

11. General Place of Jurisdiction and Applicable Law

11.1

Should individual parts of these GTC be invalid, this shall not affect the validity of the remaining parts.

11.2

These GTC and the contracts to be concluded under these GTC shall be governed by Austrian substantive law, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is the registered office of Endrich. Endrich shall, however, also be entitled to bring an action at the customer's place of business.