

**1. Offer:**

The supplier has to precisely abide by our (Teufelberger Ges.m.b.H., Teufelberger Seil Ges.m.b.H., Teufelberger Holding AG, Teufelberger Service GmbH, Teufelberger Fiber Rope GmbH, Teufelberger spol. s r.o., Teufelberger Fiber Rope, Ltd.) request in his offers regarding amounts and quality and in case of deviations must expressly refer to them. Offers as well as samples have to be provided free of charge. By making an offer or dealing with an order the supplier recognizes the validity of these purchase terms expressly and without reservations. The supplier's general terms of business are not valid, even if we have not expressly objected to them. Any terms of delivery enclosed to the offer, to the confirmation of order or to the invoice of the supplier are not valid. These terms of purchase are also valid for any further orders, even if there is no special reference to them anymore.

**2. Orders:**

For us orders are only legally binding, if they are made out on our company paper and duly signed. Only orders per fax are exempt from the demand of being made out on our company paper. Exempt from the demand of being duly signed are also telephone orders and those per e-mail with order number.

**3. Confirmation:**

Every order has to be confirmed by the supplier by returning a signed copy of our order. We are entitled to take back our order, if the confirmation of the order is not sent to us within 5 working days from receipt of the order at the supplier.

**4. Time of delivery:**

If not expressly agreed otherwise, the supplier is not entitled to carry out part and advance deliveries.

Non-compliance with the agreed time of delivery entitles us, even if there have been part deliveries according to our choice already carried out, to withdraw, to insist on compliance and, if need be, to claim damages by granting an additional period of two weeks.

Circumstances making it impossible to observe the time of delivery have to be notified immediately to us, when they arise.

**5. Place of delivery and delivery:**

Deliveries are delivered cleared ("DDP"-Incoterms 2010) and unloaded at the agreed destination at the risk of the supplier. The supplier has to effect a sufficient transport insurance at his own cost.

Truck goods are accepted on working days from Monday to Friday from 7.00 to 12.00 and from 13.00 to 15.00 hours.

**6. Packing:**

The supplier must pack the goods properly. Packing is not compensated. The orderer is entitled to return the packing at the cost of the supplier or to invoice the costs for its disposal.

**7. Quality and documentation:**

On request the supplier gives proof of a stable, secure and uniform performance by way of examinations as to his process capacity. On request he discloses the inspection - and control parameter for supervising production as well as criteria, methods and amount of internal and external checks. Furthermore the supplier has to inform us about planned changes in the production - and inspection processes. The supplier gives us the opportunity to see ourselves, that quality control measures are applied at the required level and the rules of documentation are obeyed.

**8. Guaranty:**

The supplier guarantees a proper fulfilment of the contract at the agreed time. The supplier guarantees for his deliveries and other performances at least according to the legal provisions under §§ 922 ff ABGB (Austrian Civil Code). The deliveries and other performances have to provide the usually required and agreed characteristics as well as those contained in instructions, explanations, brochures, advertising material and other public- or information media we have access to, and have to be usable according to the nature of the business and in conformity with the agreement. The period of guaranty amounts to two years. Defects of deliveries which have not been notified already at acceptance, we will notified to the supplier at the earliest when noticed, at the latest, however, within the agreed period of guaranty in writing or orally. The obligation in trade law to notify defects (§ 377 HGB) is expressly excluded.

Guaranty continues to be valid, if the delivery was used or sold in its delivered form, as well as if it was incorporated into another product or was used for its production.

In case of defects - no matter of which kind - we are free to claim price reductions or to withdraw from the contract (redhibition) or to claim an exchange or improvement of the defective goods within an adequate period of time. If the time limit chosen by us for repairing the faults is not observed, we are - also depending on our discretion - entitled to redhibition or reduction of prices. In urgent cases and if suppliers are in default with the repair of faults, we are entitled without granting any period of time, to repair the defects at the cost of the supplier (substitute performance).

In case of removals of defect the time of guaranty is suspended from the promise by the supplier to remove the defects, at the latest, however, when the repair work of the defects by the supplier starts, and continues after the perfect repair of the defect. Return deliveries of goods are at the cost and risk of the supplier. The costs are borne by the supplier.

For any payments in kind and services of third parties which have been incorporated or provided by the supplier in the course of the performance of the contract, the supplier is liable for securing complete functional efficiency and/or usability of the performance during the entire period of guaranty. At our request the supplier has to assign his guaranty claims existing against his prior parties if delivery defects are based on such defective preliminary work. That does not have any effect on the guaranty claims against the supplier.

**9. Tools, models and copyright:**

If not expressly arranged otherwise, their title passes to us.

They have to be deposited with great care and insured. By accepting the order the supplier agrees to a cost-free handing-over of tools, models, drawings and documents by which the pieces of work being the subject of the copyright, can be reproduced.

**10. Title retention:**

Materials ordered by us or third parties for carrying out orders, remain our property.

**11. Name of tools:**

For tools of any kind it is absolutely indispensable to mark them with the trademark of the supplier. Non-compliance with these rules releases us from acceptance.

## Purchase Terms - 11/2003

### 12. Terms of payment:

If there are no expressly written provisions to the contrary, invoices are paid in Euro after receipt, however at the earliest after complete arrival of goods, within 30 days at a discount of 3%.

Possible costs (f.e. exchange-rate risk, charges, transfer charges) are borne by the supplier.

At reduction of a tax or duty of any kind included in the price within the period of time between placement of the order until its execution we are entitled to claim a proportionate reduction of the price. Rejection of goods delivered entitles us to withhold due payments.

Assignment of the supplier's claims against us needs our written approval to become effective.

### 13. Currency clause:

If the exchange rate between the currency agreed upon in the contract and the Euro deviates by more than 2% from the exchange rate of the day when the contract was concluded, the due amount has to be corrected in such a way that we do not suffer any damage.

### 14. Invoices and delivery notes:

We ask for invoices in triplicate. A delivery note with a precise labelling of the article is to be enclosed in every delivery. We are entitled to withhold payments until due and complete receipt of the invoice and delivery note.

Invoices and delivery papers must state the order number and -date.

### 15. Liability:

The supplier is liable for any direct or indirect damages and their consequences from a delivery incurred to us or third parties, for their own acts as well as for that of their employees or other vicarious agents. With respect to the amount liability is unlimited. Furthermore the supplier is liable for consequential damages of defects, loss of interests, lost profits as well as loss of information and data. Additional processing through us or manufacturing by third parties does not affect the supplier's liability.

The supplier is also liable for any consequences and damages from deliveries violating legal provisions, infringing on patents and copyrights, utility models or other rights or containing substances detrimental to health.

The supplier undertakes to indemnify us keep us non-actionable, if we due to defective deliveries and/or performances or deliveries and/or performances of his vicarious agents are made liable (f.e. within the scope of legal product liability).

### 16. Product- and insurance liability:

The supplier is completely liable within the scope of the Austrian product liability law of 1988, exoneration declarations in general or special terms of business are not accepted.

As a consequence the supplier is fully liable for all damages resulting from a fault of his product or his performance.

The supplier has to affect a product liability insurance comprising all thinkable claims according to the Austrian product liability law, which does not have a maximum amount of damage. On request proof of sufficient liability insurance has to be provided. There must be expressively warned in the user's instructions or in any adequate form in writing of any possible dangers when using the supplier's products.

### 17. Applicable right and jurisdiction:

The provision of Austrian law, to the exclusion of the IPRG and any other standards, are applicable. The United Nations' agreement on contracts on the international purchase of goods (UN-purchasing right) is not applicable. Place of jurisdiction for any arising disputes and claims, especially also on the

validity of these purchase terms, is Wels. We are, however, entitled to assert our claims also at the general jurisdiction of the supplier.

### 18. Other conditions:

Invalidity of single conditions of these purchase terms does not affect validity of the further conditions.

We are entitled to correct obvious errors, like f.e. mistakes in writing and calculation in offers, acceptance of orders, and similar documents at any time.

These purchase terms supplement the contracts concluded between us and suppliers. In case of contradictions to the conditions in the contract or if the contract contains further-reaching conditions, the contract precedes the purchase terms.

There are only written agreements valid between the parties to the contract. An alteration of the purchase terms also needs to be in writing. The same is true for giving up the demand of the written form. Oral agreements are not legally binding.

The supplier acknowledges that our employers or third parties are not entitled to make promises deferring from contractually agreed primary obligations (like agreements of delivery, quality- and quantity assurance).

We are entitled to change the purchase terms. We will inform the supplier about these alterations of purchase and about the exact date of alteration at least one month before the date of alteration. The alteration of the terms of sale and delivery enters into force if the buyer does not raise any objection against this alteration within a period of one month from the date of information.

**Teufelberger Ges.m.b.H.**  
**Teufelberger Seil Ges.m.b.H.**  
**Teufelberger Holding AG**  
**Teufelberger Service GmbH**  
**Teufelberger Fiber Rope GmbH**  
**Teufelberger spol. s r.o.**  
**Teufelberger Fiber Rope, Ltd.**

Notice: In case of doubt the original version in German is valid.