

# General Conditions of Delivery and Services to Rohrer Group

## Amended version: January 2018

### 1. Application

- 1.1 These general conditions of deliveries and services apply to all agreements regarding deliveries and/or services whatsoever, which are ordered from Rohrer Group unless specifically amended and expressly otherwise agreed in writing.  
A notice of these general conditions of deliveries and services in every individual order is not mandatory.
- 1.2 The application of general terms and conditions is expressly excluded; especially Supplier's terms and conditions of deliveries and services are inapplicable even if it should be included in the order confirmation. It requires no special objection on Rohrer's part to this.

### 2. Orders and Order Confirmations

- 2.1 Orders are only confirmed and binding in case of an issued written order confirmation.
- 2.2 Also re-orders, extensions and supplementary agreements shall be issued in writing. For any order the Supplier shall forward Rohrer a proper order confirmation in duplicate including the agreed terms. If the confirmation deviates from the order it's only binding for Rohrer if Rohrer agrees to the deviation in writing.

### 3. Consignment

- 3.1 All deliveries shall be carried out free of charge to the specified delivery address unless otherwise agreed. Costs of package, insurance and customs clearance as well as waste management and license fees shall be included in the agreed price of the goods.
- 3.2 A delivery note shall always be added to all deliveries by the Supplier. The delivery note shall state the order number and date of the order, item number, type, quantity and gross weight of the goods as well as the delivery address. Rohrer's confirmation on the delivery note - as well as the payment - shall not be an approval of correctness of supply.
- 3.3 The risk of shipping shall be born by the Supplier. The risk of deterioration including accidental loss shall be born by the Supplier until delivery arrives at the agreed shipping address or point of use.

### 4. Material provision by Rohrer

- 4.1 If material should be provided for the Supplier it may only be used for Rohrer according to the order. The material remains Rohrer's property and must be stored separately. The Supplier is required to inform possibly third parties about Rohrer's property and carries the risk of accidental loss.
- 4.2 Before executing goods and services the Supplier shall consider whether Rohrer's assists were made properly and particularly in time. If this shall not be the case the Supplier is obligated to grant a grace period and again to describe the desired goods and services. At the same time the Supplier shall state the scheduling and other consequences for exceeding the grace period. In case of missing such a notice or inadequately description of the required goods and services the Customer is not entitled to claim a particular date extension. The rights of Rohrer remain unaffected.

### 5. Remuneration

- 5.1 The agreed prices are fixed prices. The invoice for goods/services shall be submitted in triplicate, shall include the order number and the VAT shall be disclosed separately on the invoice.
- 5.2 Rohrer is entitled but not obligated to make partial payments.

### 6. Terms of Payment

- 6.1 Unless otherwise agreed Rohrer is entitled to deduct 3% discount of the invoice amount - after deducting legitimate security and deductions for defects and billing adjustments - in case if Rohrer pays until the 20<sup>th</sup> working day after receipt of Supplier's invoice. Until that date no due interests shall be enforced.
- 6.2 The due date starts with receipt of invoice, but not before receipt of goods or provision of services, and so far as documentation and test certificates are part of the scope not before those documents are handed over as agreed to Rohrer. Late payments due to incorrect or incomplete shipping documents and invoice details entitle Rohrer to a discount anyway.
- 6.3 Rohrer is entitled to pay by bank transfer, in cash or by check.
- 6.4 An extension or expansion of title retention is excluded.
- 6.5 In case of a faulty delivery Rohrer is authorized to withhold payment of the full outstanding amount until proper performance.
- 6.6 Payments shall first be set off on the invoice amounts.

### 7. Offset, Assignments

- 7.1 Rohrer is entitled to offset any claims against the Supplier with his debts.
- 7.2 It's excluded for the Supplier to offset accounts receivables against liabilities of Rohrer, however.

## **General Conditions of Delivery and Services to Rohrer Group**

### **Amended version: January 2018**

7.3 An assignment or pledge of rights and claims against Rohrer to third parties is excluded. Exceptions require a separate written agreement.

#### **8. Fixed Dates, Due Dates, Deadlines, Defaults**

8.1 Agreed dates are binding. Decisive for the observance of a due date or deadline shall be the receipt of goods or the provision of services at the point of receipt or place of use and the timeliness of delivery and acceptance.

8.2 In case of a predictable delay the Supplier is required to notify this immediately and to obtain Rohrer's decision. Rohrer is entitled to indemnity claims. If Rohrer shall not explicitly cancel the contract in case of a missed deadline the Supplier shall execute the order within a newly agreed period. If such an agreement is missing the order shall be executed as soon as possible.

#### **9. Notice of Defect**

9.1 Rohrer shall check deliveries for obvious defects visually as soon as possible according to work expended. A check of compliance with the agreement can usually only be made at a later date. The Supplier shall declare therefore to waive the objection of delayed complaint.

#### **10. Liability**

10.1 The Supplier is liable for all damages caused by himself or his employees - regardless of whether they are integrated into Rohrer's operations while working or not – which causes faults for Rohrer, our employees or a third party. If Rohrer should be claimed for such damage the Supplier undertakes to indemnify and to hold Rohrer harmless.

10.2 The Supplier is liable for all damages caused by a breach of the provisions of Emission Control Laws, the Waste Management Act and the Regulations made thereunder. The Supplier shall hold Rohrer harmless for all claims of third parties for such an offense.

10.3 If the Supplier expressly accepts the order he shall declare at the same time that the subject of delivery contains no rights and in particular no third party liabilities and keep Rohrer harmless in this regard.

#### **11. Warranty**

11.1 The warranty period shall, unless otherwise agreed, be valid for 1 year and shall start after properly rendered delivery/service.

11.2 Regarding defects which occur before the period of warranty expires the Supplier has to, according to Rohrer's discretion, either remedy the defects free of charge or to provide goods/services free of defects newly or to give a price reduction; all of this without prejudice to any claims for damages. For newly installed parts the period shall start anew as mentioned under item 11.1.

11.3 If the Supplier doesn't perform the corrective action or the new goods/services within such reasonable period of grace Rohrer is entitled to choose terminating the contract either in whole or in part and to claim damages for non-performance or price reduction and/or at Supplier's improvement free of charge or new delivery/performance. The same applies if the Supplier is unable to perform the correction of faults, new delivery or performance within a reasonable time. Any other claims of Rohrer, especially for damages, remain unaffected.

11.4 The Supplier assures warranty for appropriate material, according to our requirements, for proper execution.

11.5 Furthermore the Supplier ensures that construction work, supplied machinery and equipment, their installation, and their maintenance or repair work is in accordance with all applicable laws, regulatory requirements and guidelines, commercially legally assumed or accepted standards, etc. in each corresponding direction at the time of completion of delivery/services. The Supplier is liable as an expert.

#### **12. Place of Jurisdiction**

12.1 The place of jurisdiction is the appropriate court in Leoben. Austria law shall apply.

#### **13. Miscellaneous**

13.1 The Supplier agrees to treat all commercial or technical details that become known due to the business relationship, in confidence, to avoid availability for any third party and to engage his subcontractors accordingly.

13.2 Rohrer is entitled to terminate the agreement if the Supplier stops his deliveries/services, requests to open insolvency proceedings or voluntary liquidation.

13.3 If any provision shall be invalid the validity of the others remains unaffected. The parties are obliged to replace the invalid by a valid one which meets the meaning and purpose of the invalid best.