

1. Application, Definitions

All offers, transactions, supplies and services for Products from Sprecher Automation GmbH (Sprecher) shall exclusively be governed by the

- **General Terms of Delivery** issued by the Austrian Electrical and Electronics Industry Association (EEL) – edition September 2011
- **downloadable** under www.sprecher-automation.at
- under prior **inclusion** of the following **deviating** and/or **supplementary conditions**.

Software shall exclusively be governed by the

- **General Terms for the License Agreement for Sprecher Software** issued by Sprecher Automation GmbH
- **downloadable** under www.sprecher-automation.at
- and/or **software conditions of third parties**
- which shall be **agreed separately**

In case of contradictions in the contract documents following order of precedence shall apply: (a) special agreements, if confirmed by Sprecher in writing; (b) this General Terms and Conditions; (c) non-mandatory provisions of the commercial law and civil law.

Products are the goods delivered from Sprecher.

2. Scope

All labelling and documentation relevant for the system operation and system maintenance will be executed in English language. The intellectual property rights on the delivered Products, documentation and the like shall remain at Sprecher or third parties.

Discontinuation/Changes of products manufactured by Sprecher

Sprecher reserves the right to change and/or adjust products manufactured by Sprecher to technical progress at any time (changes due to construction and/or production). No right to receive previous types shall be granted. Sprecher reserves the right to discontinue products manufactured by Sprecher with a preliminary time to market of one year. Sprecher shall not guarantee that subsequent products deliveries are identical with the initial product deliveries. Expenses in connection with replacement with subsequent product deliveries shall not be on the account of Sprecher.

3. Deadlines

The delivery shall be deemed observed with announcement of delivery or shall be effected within reasonable time from date of confirmed contract, as per special conditions. Partial- and/or advance deliveries shall be allowed as far as reasonable for the Buyer.

4. Prices, Terms of Payment, Place of Performance

All prices given by Sprecher are calculated in Euro, without Austrian VAT. Packing and transport shall be invoiced on actual price basis.

Prices shall be payable within fourteen (14) days from date of invoice, after readiness of delivery respectively delivery, net, free of any charges and deductions. Sprecher is entitled to demand a down payment (not less than 30%), opening of an irrevocable documentary letter of credit or payment securities (e.g. bank guarantee) and to stop outstanding deliveries in case of delay in payment.

Place of fulfilment of all duties out of the contractual obligations is FCA place of Sprecher head office in Linz/Austria or FCA place of any location of Sprecher within Austria, as per special conditions, INCOTERMS® 2010, irrespectively of any agreement about the place of delivery or of taking charge of any transport costs or the place of fulfilment of payment.

5. Secrecy

The Buyer undertakes to use all data, drawings, technical specifications, materials provided and documentations of any kind, which he receives in connection with the contract with Sprecher or which he receives or become aware in the course of the contractual co-operation, confidential, not to copy them and not to disclose the same to Third Parties or make them available elsewhere, unless they are generally known or otherwise lawfully known. The Buyer shall impose the above obligation on their staff and auxiliary persons accordingly. The secrecy obligation shall continue after termination of the contract.

The Buyer is permitted to refer to the contractual co-operation in marketing material and publication, irrespectively of the kind, only after he has got the expressly written confirmation from Sprecher.

6. Warranty

Advise given by Sprecher, irrespectively whether verbal or in writing, is without any obligations, advise shall not release the Buyer from his own investigation in the Products as to suitability for the purpose intended by the Buyer. Sprecher shall not warrant that subsequent Products deliveries are identical with the initial Product deliveries.

Products shall be based upon the drawings and descriptions as well as recognized technical standards and norms (IEC, VDE, ÖVE, DIN) of the respective manufacturer valid at time point of Product manufacturing respectively contract confirmation.

SPRECHER warrants, that the Products at time point of manufacturing respectively contract confirmation – by observing the relevant installation and/or operation instruction – are in accordance with the relevant Product specification and insofar free from defects.

7. Liability

Outside the scope of the Product Liability Act, Sprecher shall be liable if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions, whereas the liability in case of gross negligence shall be limited to the net value of the contract. Sprecher shall not be liable for damages due to acts of ordinary negligence nor for consequential damages or damages for pure economic loss, indirect damages, loss of production, financing costs, costs for replacement energy, loss of energy, data or information, loss of profits, loss of savings or interest, or damage resulting from Third Party claims against the Buyer.

Sprecher shall not be liable in case of non-observance of the relevant erection, installation and/or operation conditions (e.g. mentioned in the respective instructions) or, non-observance of admission standards of authorities, by the Buyer. Claims that exceed the agreed contractual penalties are excluded from the respective title.

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