



Terms and Conditions of Purchase for Goods of Mechatronic Systems GmbH

I. General

The legal relationship between the Supplier and the Mechatronic Systems GmbH, hereinafter referred to as the purchaser, is based exclusively on these Terms and Conditions of Purchase. These are valid for all sales contracts, purchase orders as well as delivery schedules.

Amendments and additions must be in writing. Other terms and conditions do not apply even if they were not explicitly contradicted in individual cases.

By accepting the purchase order, these terms and conditions of purchase become part of the contract. The conditions of the supplier apply only in case of a written consent of the customer.

II. Offer

Offers made to the customer and costs of estimates are free of charge, irrespective of the preparatory work performed.

The supplier must comply with the offer in terms of quantity, delivery time and execution. In case of a deviation, this should be explicitly stated in the offer.

III. Order(s) and blanket order

1. All purchase orders, orders and delivery schedules as well as their changes and additions are accepted only in written form. Delivery requests can also be made by means of remote data transmission.

2. Delivery schedules become binding at the latest if the supplier does not object within two weeks of access.

3. Each blanket order issued by the customer requires a settlement in the form of individual delivery schedules. The blanket order includes a demand preview on the basis of the information available from the customer and, unless otherwise agreed, the material procurement release for the period of 4 months is valid; nevertheless, this does not constitute a production release. The production release is made by the individual releases in which delivery dates and quantities are set. These order requests refer to the blanket order and include a production release for 2 months each. The supplier is obliged to set up a security stock for finished goods in the amount of one month's demand in accordance with the order releases. The customer reserves the right to carry out safety-warehouse inspections at the supplier at any time.

4. Within the scope of reasonableness for the supplier, the customer may demand changes in the delivery item in terms of design and execution. The effects, in particular with regard to the additional and reduced costs as well as the delivery dates, are to be regulated by mutual agreement.

IV. Confirmation of the order

Orders and blanket orders must be confirmed in writing by the supplier within three working days from the receipt of the order stating the binding delivery date.

V. Delivery dates and deadlines

Agreed dates and deadlines are binding. Decisive for the observance of the delivery dates or the delivery periods is the receipt of the goods at the customer's place or at the place of destination specified by the customer.

VI. Delivery delay, partial delivery, short delivery or excess delivery, delivery before the agreed delivery date

1. Delivery and service delays shall be notified in writing by the supplier without delay, stating the reasons and the expected duration of the delay. In the event of late delivery, the customer is entitled to demand compensation for the damage caused by the delay, to make cover purchases from other suppliers or to withdraw from the contract. The acceptance of the delayed delivery by the customer does not constitute a waiver of the compensation claims.

2. Partial delivery as well as short delivery or excess delivery require prior agreement.

3. In the case of earlier delivery than agreed, the customer reserves the right to return the delivery at the expense of the supplier or to make the storage at the expense and risk of the supplier.

VII. Force majeure

Both contracting parties are entitled to suspend the fulfillment of the contractual obligation for the duration of the respectively unswayable event in case of "force majeure" such as natural disasters of any kind, riots, strikes, fires etc. In the event of such a delay, the supplier must immediately inform the customer and do everything in his power to carry out replacement deliveries or to discontinue the interruption as soon as possible.

VIII. Payment

1. Payment is made in accordance with the agreed terms of payment by bank transfer.

2. Unless otherwise agreed the prices are fixed and considered packaged, delivered for free at the receiving office and unloaded. Price increases must be approved by the customer in writing.

3. The invoice must match the order and comply with the VAT regulations.

4. Invoices that are not issued properly do not trigger a due date and are considered to have been received by the customer from the time of rectification.

5. In case of faulty delivery, the customer is entitled to withhold the payment until the order is properly delivered.

6. For delivery before the agreed delivery date, the payment period begins on the agreed delivery date.

IX. Supplements provided by the customer to the supplier

Provision of samples, templates, tools and other materials by the customer to the supplier remains the property of the customer. They are to be marked as such and stored and managed separately by the supplier free of charge. Supplements from the customer may only be forwarded to third parties with the prior written consent of the customer. In case of depreciation or loss, the supplier has to provide compensation.

X. Defects

The customer has to report defects of the delivery to the supplier in writing, as soon as they are determined according to the circumstances of a proper course of business. The supplier waives the objection of the delayed notice of defects.



XI. Liability for defects

In the case of delivery of defective goods, the customer may, subject to the legal requirements, demand the following (see also section XIII of these terms and conditions).

1. Defective goods are determined before the start of production:

In the case of delivery of faulty goods, the supplier can carry out a sorting out, a fault clearance or a replacement or subsequent delivery before the start of production (processing or installation), provided that this is reasonable for the customer. All additional costs incurred by these measures shall be borne by the supplier. In urgent cases, the customer can, after consultation with the contracting partner, carry out the error rectification himself or assign the order to a third party to rectify the defect. The resulting costs will be charged to the supplier. If the supplier is unable to find a satisfactory solution for the buyer, the buyer has the right to withdraw from the contract without setting a deadline and to return the goods at the expense and risk of the supplier. This also applies in the case of a repeated defective delivery.

2. Defective goods found during or after production:

If the defective goods despite deficiency notification in accordance with Section X found only after the start of production, the purchaser may demand the costs for the purpose of troubleshooting such as removal and installation costs, material costs, transport costs, etc. from the supplier or insist on a discount.

3. In the event of a culpable breach of duty beyond the delivery of defective goods (eg in the case of a duty to inform, advise or investigate), the customer may demand compensation for the consequential damage resulting from the defect as well as the consequential damage suffered by the customer in accordance with the law. Defective consequential damage is the damage suffered by the customer due to the delivery of defective goods to other legal assets than to the goods themselves.

XII. Liability

1. The supplier is obliged to pay compensation in full if the customer incurs direct or indirect damage due to faulty delivery due to violation of official safety regulations or other legal reasons attributable to the supplier.
2. The supplier shall be liable in the same way for the goods and components or services provided by him but not produced by himself.
3. If the customer is asserted against non-prescriptive rights owing to no-fault liability to third parties, the supplier shall cede to the customer insofar as he would be directly liable.
4. The supplier is liable for judicial and extra-judicial measures of the customer for damage assessment, damage prevention (for example, recall action) and compensation for damages as well as damages of the lost profit.
5. The customer's claims expire in the case of violations of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent treatment and repairs.
6. The supplier must provide the purchaser with appropriate insurance.

XIII. Warranty

Supplier guarantees delivery of perfect goods, free from defects and in accordance with the highest standards of commercial availability. In case of defective goods supplier is obliged to comprehensive investigation of the goods in accordance with the verification guidelines of the customer (i.e. 8D-report). Furthermore, section XI. applies in case of delivery of defective goods.

Any payments made do not constitute acceptance of faulty goods.

Customer may request assertion of warranty from supplier either by replacement or rectification of defective goods (see also section XI of these Terms and Conditions). In the event of the correction not being carried out within a reasonable period of time (normally 14 days) and with a minimum of inconvenience for purchaser, reduction of costs or termination of the contract may be claimed. If supplier does not rectify any damage within a reasonable time period customer has the right to assign rectification being carried out by a third party.

Supplier is liable for any damages that occurred to the customer and are caused by failure of or defective goods delivered as well as any costs for customs duty, transport installation, disassembly, additional personnel costs, etc.

The warranty period is 2 (two) years starting from delivery of goods. Claims for damages not included in the warranty rights remain unaffected.

XIV. Quality

The supplier guarantees the careful and proper fulfilment of the order. He has to comply with the accepted rules of technology, the safety regulations and the agreed technical data and regulations of the customer for his deliveries. The supplier warrants that according to the state of the art and science at the time of marketing, no defects of the product were detected. The contracting party commits itself and its legal successors to the product observation. He has to inform the customer if dangerous properties of the product are found.

In the case of the claim of the customer section XI number 3 is to be considered.

Changes to the delivery item require the prior written consent of the customer. The serial delivery may only be started after written approval of the initial samples. Irrespective of this, the supplier must constantly check the quality of the delivery items.

XV. Intellectual property rights, patents

The supplier guarantees that the supplies to the customer and the use of the delivery items as well as the services rendered by the supplier do not infringe any industrial property rights and patents of third parties. The supplier is liable for claims arising from infringement of property rights and patents. The customer is entitled to effect the approval of the use of the relevant delivery items and services of authorized persons at the expense of the supplier.

XVI. Retention of title

The customer acquires unrestricted ownership of the object of delivery and service. This also applies to the documents and software supplied by the supplier. Ownership and copyright of documents of the customer, which were made available to the supplier, remain with the customer. The documents may only be used by the supplier for the purposes agreed within the framework of the contract and may only be passed on to third parties with the prior written consent of the customer. In the case of infringements, the supplier is liable for the resulting damage.



XVII. General provisions

1. The order may only be passed on to third parties with the prior written consent of the customer.
2. The customer has the right to terminate the contract for good cause with immediate effect. Important reasons may include bankruptcy or compensation procedures at the supplier, breach of essential contract terms and secrecy obligations, economic or legal reasons.
3. If a provision of these conditions and the further agreements made are or become ineffective, the validity of the rest of the contract shall not be affected. The contracting parties are obliged to replace the ineffective provision by a provision which is as similar as possible in economic success.
4. Amendments or additions to these Terms and Conditions are to be made in written form. This also applies to deviations from the written form requirement.
5. We specifically reserve the right to alter or amend these Terms and Conditions at any time. Alterations may be required due to change in legal situation, changes in jurisdiction, changes in commercial circumstances, or others. Amended or otherwise altered Terms and Conditions must be objected to in written form within 4 (four) weeks after these Terms and Conditions have been submitted in written form. If this period is not adhered to the new Terms and Conditions will automatically become applicable.
6. Austrian law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980, as amended, is definitely excluded.
7. Place of performance is the registered office of the customer.
8. Contract and procedural language is German.
9. The place of jurisdiction is the competent regional court for "ZRS" in Graz.