

**General Terms and Conditions of Purchase and Payment
of SP Antriebstechnik GmbH
Lilienweg 1, 8724 Spielberg, Austria**

1 Validity of our terms and conditions of purchase and payment and exclusion of other terms and conditions

All contracts and agreements are based on our terms and conditions of purchase and payment. Our supplier acknowledges these conditions by order confirmation or execution of his delivery. Deviating terms and conditions of the supplier which we do not explicitly accept in writing shall not be binding for us under any circumstances, even if we do not explicitly object to them. If we do not apply any regulations to our terms and conditions of purchase and payment, Austrian substantive law shall apply contrary to any terms and conditions of our supplier, with the exception of the UN Convention on Contracts for the Internationale Sale of Goods (CISG), the validity of which we expressly exclude.

2 Order and order confirmation

Our orders are only binding if we place them in writing or if the written confirmation of orders placed orally by us is confirmed in writing by the supplier on our part. SP Antriebstechnik reserves the property rights and copyrights to written documents, such as drawings and other documents. These documents must not be made accessible to third parties.

Orders placed by us must be confirmed by the supplier in writing without delay. With the confirmation by the supplier, these terms and conditions of purchase and payment used by us shall be deemed to be accepted by the supplier, notwithstanding individual specifications regarding the content of our order. If the supplier's order confirmation deviates from our order, this shall be deemed to be a new proposal by the supplier which must be expressly accepted by us in writing. Our silence shall in no case be deemed to be consent.

3 Delivery time and damages as well as contractual penalty in case of delay

The delivery date is agreed as definite insofar as we can withdraw from the contract in case of a delay on the part of the supplier, without setting a further extension of the deadline, by means of a mere declaration which must be made within seven working days. We are entitled to claim all damages resulting from the delay.

For each full calendar week that the supplier is in delay with the performance to be rendered to us (also for partial deliveries), we shall be entitled to demand a contractual penalty in the amount of 1% of the net order value of the delivery items concerned and to deduct this amount from claims of the supplier. Our right to demand a contractual penalty is without prejudice to our right to withdraw from the contract and our right to deduct a cash discount under these terms and conditions.

4 Dispatch, transport, transfer of risk and insurance

Unless agreed otherwise, all consignments are to be delivered free to our factory/warehouse by the supplier. The goods purchased from us shall be deemed to be a debt to be discharged at the place of delivery. The supplier shall therefore bear the costs and the risk of transport. The risk of loss or damage is only transferred to us upon handover.

In the case of delivery by a forwarding agent (truck), cartage or similar remuneration shall be borne by the supplier. If we are obliged to make advance payments to the forwarder for cartage or similar remuneration, we may deduct these amounts from the payment for the delivery.

The suppliers packaging costs are to be listed separately in the invoice. We are entitled to deduct the packaging costs when paying the supplier's invoice, if we return the packaging carriage paid.

The supplier is obliged - irrespective of the arrangement made in this agreement regarding the place of performance - to insure the goods to be delivered to us against transport damage of any kind (destruction or deterioration of the goods) in order to ensure a faultless delivery. Fulfilment shall only take place when the goods are handed over to us at the factory/warehouse.

5 Payment

Unless agreed otherwise, we shall pay upon receipt of the delivery in perfect condition according to our choice either with a 3% discount within two weeks or net without discount after 90 calendar days.

Our payment shall always be made subject to correction in the event that a complaint about the delivery should subsequently arise which entitles us to reduce payments.

6 Warranty and compensation for damages

Exclusions of liability on the part of our contractual partners, in particular under the title of warranty or compensation for damages, shall not be accepted unless these have been expressly negotiated with us in detail and stated in writing. Therefore, this also applies for example to changes in the statutory burden of proof to our detriment, shortening of deadlines, etc.

In case of the occurrence of defects, we are free to choose between replacement, repair or price reduction, unless there is a right to dissolve the contract and we make use of it.

Insofar as we insist on repair or replacement, we shall be entitled to withhold the entire payment until complete fulfilment of the service/delivery owed.

The obligation to inspect defective deliveries of goods according to § 377 of the Austrian Commercial Code (UGB) is expressly waived. Upon discovery of any defects, we shall in any case be entitled to a six-week period for filing a notice of defect.

We do not accept the exclusion of the right of recourse according to § 933b ABGB.

Notwithstanding statutory provisions, in urgent cases we shall be entitled to have necessary repair work or necessary replacement deliveries carried out by third parties in a manner which we deem suitable in order to avoid unreasonable economic disadvantages for us and to charge the supplier for the costs thereby incurred.

We are entitled to offset our claims arising from the entire business relationship with the supplier against the supplier's claims for payment for the goods delivered by the supplier at any time, irrespective of whether the supplier accepts our claims without counterclaims or we are forced to assert our counterclaims in court. We do not accept a prohibition on offsetting.

If the use of the goods delivered by the supplier leads to the violation of domestic or foreign industrial property rights, copyrights or similar rights, the supplier shall procure our right to further use at its own expense or modify the goods in a way that is reasonable for us and that the violation of domestic or foreign industrial property rights or copyrights no longer exists.

If the elimination of the violation of domestic or foreign industrial property rights, copyrights or similar rights is not possible under conditions reasonable for us, we shall be entitled to withdraw from the contract.

The supplier shall exempt us from claims of domestic and foreign owners of industrial property rights, copyrights or similar rights.

7 Product liability

In the event that a claim is made against us on the basis of a product liability case, the supplier shall be obliged to exempt us from such claims of third parties, if and to the extent that the damage was caused by a defect in the delivery item supplied by the supplier.

The supplier shall bear all costs and expenses, including the costs of any legal prosecution.

In all other aspects, the statutory provisions shall apply.

We do not accept any exclusion of a recourse claim on our part according to § 12 PHG.

Prior to a product recall which is wholly or partly the result of a defect in the contractual object delivered by the supplier, we shall inform the supplier, give him the opportunity to cooperate and exchange views with him on an efficient implementation, unless the information or participation of the supplier is not possible due to particular urgency. Insofar as a product recall is the result of a defect in the contractual object delivered by the supplier, the supplier shall bear the costs of the recall action.

The supplier is obliged to maintain product liability insurance with appropriate coverage and to provide evidence of the insurance upon our request.

8 Assignment and pledge

The assignment or pledging of claims to us by legal transaction through the supplier may only take place with our express written consent.

9 Processing, combination, mixing and retention of title

The goods ordered by us from the supplier and delivered by the supplier shall generally become our property through processing, combination, mixing or blending in connection with the manufacture of our own goods.

We therefore do not accept retention of title by our suppliers under any circumstances. Our suppliers undertake to inform us before effecting delivery if they themselves are not the owner of the goods delivered to us on the basis of corresponding legal agreements with their contractual partners.

If the ownership of the goods delivered to us by our supplier should not pass to us upon delivery to our factory/warehouse or because of an agreement of an ownership ratio, we shall be entitled - if we become aware of this circumstance - to withdraw from the contract without setting any deadline and to reclaim any purchase prices paid by us for the goods concerned or to withhold corresponding payment to the supplier.

We object to any clause of our suppliers according to which we shall be obliged to assign claims from the resale of the goods to the supplier as security for the purchase price claim of the supplier. We are not prepared to process goods subject to retention of title on behalf of the supplier and to transfer co-ownership shares for processing, combining, mixing or blending goods subject to retention of title with our goods to the supplier or to store goods thus created for our supplier free of charge. Furthermore, we object to any obligation of our suppliers to have goods subject to retention of title insured against any damage at our expense.

10 Drawing and models

All drawings, calculations or models provided by us to our suppliers for the execution of orders shall remain our property and shall be returned free of charge at the latest after execution of the order and at any time upon our request.

11 Conformity to rules

The Supplier undertakes to comply with the provisions on conflict materials ("conflict minerals") set out in Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act"). If raw materials considered to be conflict minerals are required in the manufacturing process or for the function of the goods supplied by the Supplier, their origin must be ensured.

The Seller guarantees security within the supply chain (supply chain security) and observes the corresponding legal requirements. The Seller undertakes to provide appropriate evidence, e.g. by means of certificates or declarations of conformity with the respective applicable EC regulations (e.g. 1907/2006/EC (REACH)) / EU directives (e.g. 2011/65/EU (RoHS)) at the Buyer's request, insofar as these have not already been provided upon delivery of the goods.

12 Deviating agreements

Deviations from these terms and conditions require an explicit written agreement in order to be valid.

13 Place of Performance and Jurisdiction and Applicable Law/Salvatory Clause

The place of performance for all obligations arising from the contractual relationship between us and the supplier is our registered office at Lilienweg 1, 8724 Spielberg, Austria.

The court with subject-matter jurisdiction at the registered office of our company shall have local jurisdiction to decide on all disputes arising from this contract, but we shall also be free to assert our claims in court at the registered office of the supplier, without prejudice to existing statutory places of jurisdiction.

Austrian substantive law shall apply to this contractual relationship; the applicability of the UN Convention on Contracts for the International Sale of Goods is excluded. Should individual provisions of this condition not be effective, these legal provisions shall take their place.

Should individual provisions of the contract between us and the supplier, including these terms and conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

The wholly or partially invalid provision shall be replaced by a provision whose economic result comes as close as possible to the result intended by the invalid provision.