



1. General

The following General Terms and Conditions shall apply to all deliveries and offers of Tridonic connection technology GmbH & Co KG (hereinafter referred to as „Supplier“). The Supplier will work exclusively on the basis of these Terms and Conditions; this shall also apply to extensions of orders and to follow-up orders. Counter confirmations of the other contracting party in which reference is made to such party's own terms and conditions of business and/or purchase are herewith opposed. Deviations from these General Terms and Conditions shall only be effective if expressly acknowledged and confirmed by the Supplier in writing. If no written supply contract exists, offers will be deemed non-binding until a written acknowledgement of order has been provided by the Supplier; communications via e-mail or in any other electronic form will also be deemed to have been submitted in writing. Side agreements of any kind whatsoever as well as promises made by agents shall be legally valid only if confirmed in writing by the Supplier.

2. Offers and Subject Matter of the Contract

- Offers are made without engagement with regard to prices, delivery dates and any other content.
- Any information, brochures, advertising notices howsoever displayed, including without limitation descriptions, illustrations, drawings, samples, information concerning quality, condition, composition and usability as well as dimensions and weight of the contract goods is given and/or supplied without engagement and shall be non-binding. They do not constitute representations or promises of guarantee unless they have been expressly included in the terms of the contract.
- Minor deviations from the performance owed shall be permissible provided that they are customary in the trade.
- Any and all offers, including the relevant attachments or samples, dimension drawings and descriptions, are the property of the Supplier and may neither be copied nor made accessible to third parties without the Supplier's approval; the Supplier may at any time request that such documents be returned to it, and such return shall be made automatically if an order has been placed elsewhere.
- To the extent that the goods to be delivered are brass parts, stampings or injection-molded parts or special products, the Supplier shall be entitled to exceed/fall short of the order by 10%, adjusting the purchase price accordingly. Generally, only full packaging units are delivered. If samples are provided for special products, the sample product must correspond to an item of the specification and/or of the offer and shall be supplied and charged at the terms and conditions set forth in the specification and/or the offer against placing of an order.
- If the goods offered for delivery are goods held on store, such goods shall be subject to prior sale.
- All cost estimates, drawings, samples, etc. are the property of the Supplier, who reserves all copyrights in respect thereof and shall not make them accessible to third parties.

3. Price and Payment Terms

All prices quoted are exclusive of turnover tax. If turnover tax is stipulated by law, such tax will be invoiced separately in the amount stipulated by law. Prices are quoted ex works or ex warehouse of the Supplier, and are exclusive of packaging and freight. In case of orders for special products, changes with regard to piece numbers and design after the manufacturing documents have been completed shall only be possible against full reimbursement of the costs incurred as a consequence of such change. If during the execution of an order events occur which make it impossible to perform the order on the agreed conditions or which result in an increase in production costs which the Supplier cannot reasonably be expected to bear, the Supplier shall be free to cancel the deliveries, provided that the party placing the order does not agree to the new prices or to an amendment of the terms. The following terms of payment shall apply: Payable with a discount of 2% within 10 days as from the date of the invoice or net within 30 days as from the date of the invoice. Other discount rates or terms will only be granted by special written agreement. In such case, the date on which the amount is actually credited to the Supplier's account shall be the relevant date for any discounts. Bills of exchange are not accepted as forms of payment. The Supplier shall charge the interest and charges customary in the place, both of which are due for payment immediately without any deductions. In case of delay in payment, default interest in the amount of the base rate of the Austrian National Bank applicable from time to time plus 9% shall be charged. In case of a delay in payment of more than 90 days, or if insolvency proceedings are instituted, any discounts that may have been granted will be deemed forfeited and the gross amounts shown on the invoices shall be payable. In such case, default interest shall be charged on the gross amounts stated in the invoice and shall be calculated as from the date of maturity of the invoice.

4. Delivery Period

The delivery periods correspond to the date of arrival according to the confirmed Incoterm. They will only be deemed approximate periods. If the party placing the order fails to meet its obligations or if a delay occurs at the works of the Supplier or its sub-supplier due to unforeseen or extraordinary events or events for which neither the Supplier nor its sub-supplier is responsible (e.g., delays occurring with the forwarding agent, war, mobilization, riot or occupation), the delivery period will be deemed reasonably extended. If such event persists, the Supplier shall have the right to withdraw from the contract without such withdrawal giving rise to claims of the party placing the order beyond repayment of any down payments already made. In the event of a delay of partial deliveries, the party placing the order cannot assert any claims with regard to the remaining partial quantities. The delivery date will be deemed a fixed dated only if designated as such expressly and in writing.

5. Deliveries and Shipment

The passing of the risk shall take place upon dispatch of the delivery. Loading and shipment of the goods to be delivered shall always be at the risk of the party placing the order. Loading and shipment of the goods to be delivered shall be at the expense of the party placing the order even if delivery with freight paid and free choice of the mode of shipping have been agreed. Claims for damages on the grounds of breakage which occurred during loading are excluded if the goods have been properly packaged. In case of loss or damage during transport, any complaints against the carrier shall be raised by the party placing the order and such party is recommended to ensure that the facts, including the number of pieces and the net weight, are immediately ascertained by the authorities.

6. Supplier's Rights to Withdraw from the Contract

The delivery obligation is subject to the creditworthiness of the party placing the order. If after the conclusion of the contract the Supplier receives information

according to which the granting of a credit in the amount resulting from the contract does not seem entirely unobjectionable, or if facts arise which justify any doubt in that respect such as, in particular, a material deterioration of the financial situation of the party placing the order, delay in payment and like, or if the party placing the order pledges stock, accounts receivable or purchased goods or creates a security interest in them in favor of other creditors, the Supplier shall have the right to demand prepayments or security or to be entitled to withdraw from the contract and claim damages for non-performance.

7. Retention of Title

All goods supplied shall remain the property of the Supplier until any and all claims the Supplier has against the buyer have been satisfied. Any prior pledging of the goods is excluded; resale of goods to which the Supplier still holds title is permitted to the party placing the order within the usual course of business and subject to the condition that the reseller receives payment from its customer or makes it a proviso that title to the goods shall not pass to the customer until the latter has paid the purchase price in full. For the event of a resale, the party placing the order as of the conclusion of the transaction assigns to the Supplier its future claims under the resale by way of security (until its obligations have been met in full, without a separate declaration being required). Upon request, the party placing the order shall inform its customer of the assignment and provide any information and make available all documents necessary in connection with the enforcement of the claims against the customer. If goods subject to a retention of title are pledged or seized, the Supplier shall be informed thereof immediately; the costs of interventions, if any, shall be borne by the customer. If in accordance with this provision the Supplier takes back goods which have been delivered subject to retention of title, the Supplier shall have the right to sell such goods by private sale or cause them to be sold by auction. The Supplier shall take back the goods at the proceeds generated, but at most at the price stated on the invoice. The Supplier reserves the right to claim damages, in particular for lost profits.

8. Complaints and Warranty

Notice of any defects shall be given in writing without delay, but within 3 working days at the latest; otherwise, all warranty claims will be forfeited. Claims for damages shall be asserted in writing within 5 working days of obtaining knowledge of the damage; otherwise they will be forfeited. For any in third-party products delivered together with or built into the Supplier's own products, the Supplier assumes warranty only to the extent that the manufacturers of the third-party products actually discharge their warranty obligation vis-à-vis the Supplier. Any and all costs incurred on account of repair or replacement, for disassembly and reassembly as well as expenses incurred for freight, shipment and travel shall be borne by the party placing the order. Exchanged parts, if any, shall become the property of the Supplier. The Supplier shall not be liable for damage caused by third-party influence, inappropriate assembly, excessive strain, overvoltage or chemical influences. Invoices for repairs performed by third parties will not be recognized. The warranty period shall commence upon takeover by the customer, and/or if no takeover takes place, at the latest upon invoicing. If the customer already makes use of the performance rendered prior to handover and/or takeover thereof, the warranty period shall already commence at such time. Any and all warranty claims and rights of recourse (including without limitation those provided in sec. 933b of the Austrian „ABGB“ (General Civil Code) shall be asserted within 6 months of the commencement of the warranty period; otherwise they will be forfeited. The assumption of sec. 924, second sentence, of the General Civil Code is herewith excluded.

9. Liability

The liability existing under the Austrian „Produkthaftungsgesetz“ (Product Liability Act) is not restricted in any way. Apart from the obligation to give compensation under the Product Liability Act, the Supplier shall not be liable in accordance with other statutory provisions unless it is proved that the Supplier has caused damage willfully or by gross negligence. Claims for damages on the grounds of defects, delay in delivery, non-performance, withdrawal from contract or on similar grounds shall in any case be limited strictly to remedying the damage but shall not include consequential damage or lost profits. Any liability on the part of the Supplier shall be subject to the party placing the order and/or such party's customers, if any, adhering to the terms and conditions for assembly, start-up and use as well as to statutory licensing requirements and technical rules and regulations. At all times, the performance rendered and the goods, equipment and installations delivered only offer such security as can be expected on the basis of licensing rules and regulations, directions for use and operation and other rules and regulations concerning maintenance and handling, especially in consideration of prescribed inspections of equipment and installations or other indications. Claims for damages are excluded unless they are asserted in court within 6 months of the party placing the order obtaining knowledge of the damage and unless the party placing the order also proves a willful act or gross negligence of the Supplier (a reversal of the burden of the proof pursuant to sec. 1298 of the General Civil Code is excluded). Claims can only be asserted on the condition that the Supplier has been informed of the damage without delay (see item 8) and the Supplier's instructions have been waited for, except in case of imminent danger. The damage must be documented fully and completely, all damaged parts must be secured.

10. Place of Performance, Binding Force of the Contracts

The place of performance and jurisdiction shall be Innsbruck, Austria, and the Supplier, at its option, may choose to bring action at the place where the party placing the order has its corporate seat. Austrian law shall apply, excluding the provisions on transmission to the law of a third country and the United Nations' Convention on Contracts for the International Sale of Goods. If individual parts of the contract are invalid, this shall not release the party placing the order from the contract in other respects. The rights which the party placing the order holds under the contract cannot be assigned.

11. Return of Pallets

If pallets are returned to us freight paid, we will refund 75 percent of the amount charged for them.

12. Taking back of Goods

Goods shall not be taken back unless expressly agreed. The number of the delivery note or of the invoice originally sent together with the returned goods must be stated. Depending on the condition and the age of the returned goods, the Supplier shall have the right to make deductions from the original price (handling fee). The Supplier cannot take back specially designed goods or non-standard components. Return shipments at the expense of the Supplier shall be agreed with the Supplier.

