

General Terms and Conditions

1. Conclusion

Our deliveries are subject exclusively to the terms below. The purchaser's conditions of purchase are hereby rejected. Even if we do not reject them again upon conclusion of the contract, we are not bound by them. Agreements deviating from the delivery and payment conditions below must be confirmed in writing to be legally effective.

2. Prices

All prices we name are subject to confirmation. The prices are net prices exclusive of applicable value added tax, but without unloading. The currently valid price list is the basis for the price calculation.

3. Pricing terms

Prices apply, unless otherwise agreed, from the St. Florian warehouse. Any possible pick-ups are at the purchaser's expense. The pricing terms include ring packing. Subparagraph 9 applies if the goods are shipped on drums or in crates.

4. Basis of prices

The prices applicable on the day of delivery apply exclusive of applicable value added tax.

The prices contain a copper basis of EUR 130.00 for 100kg of copper, an aluminium basis of EUR 100.00 for 100kg aluminium, and a lead basis of EUR 50.00 for 100kg lead. The final prices result from the metal surcharges and discounts in accordance with the MKÖ quotations published on our homepage: www.meinhart.at.

5. Delivery proviso

All promises of delivery from our side are subject to correct and timely supply of ourselves. Partial deliveries are permissible.

We reserve the right to over- and under-deliveries of up to 10% of the quantity ordered. All data provided about diameter and weight is done to the best of our knowledge; unless otherwise agreed, this data is non-binding and approximate. Deviations in constitution resulting from manufacture and/or raw materials as well as other changes that do not affect technical usability and serviceability remain expressly reserved.

6. Terms of delivery

Unless otherwise expressly agreed, we do not as a matter of principle transact any fixed deals. To the extent that a delivery deadline set for us is not complied with for reasons for which we are responsible, the purchaser is obligated to set us a deadline for subsequent delivery of 4 weeks. If this deadline is also not met by us, the purchaser is entitled to withdraw from the contract.

The time begins to run for delivery deadlines set for us only on the day of complete clarification of the order and/or the date of our order confirmation. In case of *force majeure* or unforeseen events on the global commodities market, the delivery deadline set for us will be interrupted until the event has been remedied. If the interruption lasts for longer than 3 months, both parties to the contract are entitled to withdraw from the contract. If the delivery deadline in the cases named above is extended or we are released of the delivery obligation, any possible claims for damage on the part of the purchaser lapse.

7. Terms of payment

Our invoices are due and payable in full within 30 days after the invoice date. Transgressions of the 30-day term of payment cause delay even without a reminder from our side. A discount which may have been agreed can only be claimed if the purchaser is also not in arrears with his remaining payment obligations.

Offset, reduction or assertion of a right of retention are only admissible insofar as the counterclaim has been established as final and absolute or is undisputed. If the purchaser does not adhere to our delivery and payment conditions or if there are concerns about punctual payment, we are entitled to withhold outstanding deliveries and/or make them dependent on collateral security or pre-payment.

In case of delay, interest on arrears amounts to 3% above the lombard rate, at any rate at least 8%. In case of tardiness, the buyer also commits to compensating to us any possible dunning fees and collection charges. A claim of additional damage remains reserved.

Drafts and checks will be accepted on account of payment exempt of charges for us only by arrangement. We are not liable for prompt presentation of the draft, nor for notice of protest.

Independent of the termtime of drafts that may be discounted and independent of the agreed terms of payments, all our claims will be due immediately if circumstances arise in the person of the purchaser that reduce his creditworthiness, such as for instance the unauthorised refusal of payment of an invoice that is due.

8. Retention of title

Until such time as all claims (including balance claims) from the purchaser and/or its group company which we are due now or in the future on whatever legal grounds have been met, the following collateral is granted which we will release as chosen if so demanded, provided its value sustainably exceeds our claim by more than 20%.

The goods remain our property until payment is completely rendered. Processing or transformation occurs at all times for us as supplier, but without obligation for us. If our (part) ownership lapses as a result of assembly or recombination work, it is hereby agreed that the purchaser's (part) ownership shall transfer to us in proportion of the monetary value (invoice value). The purchaser stores the goods delivered by us and/or the (part) ownership of processed goods for us without charge.

If he is not in default, the purchaser is entitled to convert and sell the goods subject to retention of title [= goods conditionally sold or converted – (part) ownership share] in the regular course of business. Pledging or assigning goods as security is not permissible. By way of security, as relates to the goods subject to retention of title, the purchaser already now assigns claims in full scope arising from further sale or other legal grounds (insurance, etc.). The purchaser authorises us irrevocably to collect the receivables assigned to us to our own account. Upon our demand, the purchaser is to disclose the assignment and give us the necessary information and documents. The purchaser is obligated to inform us about any existing blanket or partial assignments, particularly to a bank or factoring bank.

In the case of breach of contract by the purchaser – in particular if payments are in arrears – we are entitled to enforce our retention of title by revoking the goods at the purchaser's cost or, if necessary, assigning the purchaser's claim for return of goods towards third parties. Our taking back or pledging of goods subject to retention of title shall not constitute withdrawal from the contract, unless the German Instalment Purchase Law [*Abzahlungsgesetz*] is applicable.

In the event of access of third parties to the goods subject to retention of title, the purchaser must inform us without delay.

If in accordance with the agreements made between the purchaser and his customer, a transfer of the purchaser's claims against his customer is only possible with the customer's consent, then the purchaser is expressly obligated to us to inform us of this prior to performing the delivery. If, in such a case, the purchaser's customer refuses to agree to the assignment to us by way of security, we are entitled to make our deliveries dependent on the granting of consent or the procurement of another security.

9. Packaging

Drums from Kabeltrommel GmbH & Co KG (KTG)

The terms and conditions apply that are in effect for the transfer of cable drums at Kabeltrommel GmbH & Co KG. (www.kabeltrommel.de)

Own drums

If KTG drums are not used, our terms and conditions for loaning drums with a deposit and calculation of fees apply. (www.meinhart.at)

10. Transfer of risk

All risks devolve to the purchaser when the goods leave our delivery or distribution centre or it is announced that the goods are ready for shipment or pick-up, even if the shipping point is not the place of execution.

11. Warranty

Only goods that correspond to the current state of technical development are delivered. If there are standards (DIN) or other regulations (VDE), we deliver on the basis of these regulations.

Upon the arrival of the goods, the purchaser is to inspect the goods delivered without delay. Defects that are established in the process are to be noted in writing on both the bills of lading and on the delivery slips. Other defects that are not obvious are to be claimed in writing within 2 weeks after they first emerge. If the provisions mentioned above are not complied with by the purchaser, all warranty claims against us expire. Such claims are generally excluded if more than 6 months have passed since delivery from our warehouse. The burden of proof that the defect already existed at the time of hand-over is always borne by the purchaser. All claims from notifications of defects assume that the defect was communicated to us in writing without delay after it was observed and that a sample (specimen) of the goods rejected has been provided free of charge and without commitment.

If tests are to be performed on the goods delivered by us, these must be conducted before transferring. The test is to extend to apply the characteristics required in the provisions of the ÖVE or the type otherwise agreed exist. We cover the costs of the test if the goods are determined to be inadequate; in other cases the purchaser bears the cost. Replaced goods become our property.

If the complaints are justified, we deliver replacement free of charge, repair or reimburse with a voucher in the amount of the value ordered within a reasonable period of time that must total at least 6 weeks. Multiple additional deliveries are permissible. Instead of the replacement delivery, we may also grant the purchaser an appropriate reduction in the purchase price he is to pay. Only the purchaser is entitled to warranty claims; these are not transferrable. If the remedy or replacement fails after an appropriate time period, the purchaser is entitled to demand reduction in the value invoiced by us or the order value or to withdraw from the contract.

Claims of all types against us, as well as against our vicarious agents, are excluded in the case of the previous paragraph and for claims for damage due to impossibility of performance, for non-performance, for positive violation of claim, for faults during the conclusion of the contract and for illicit actions, unless the damage was caused deliberately by serious negligence. Accordingly, claims for damage in cases of slight negligence are excluded unless there is damage to persons. Aside from damage to persons, we are only liable if serious negligence on our part is proven by the aggrieved party. Claims for compensation lapse in 6 months after notice of the damage and of the at-fault party, in any case in 4 years after providing the service or delivery.

12. Reshipments

Reshipments of goods occur only after prior agreement, taking into account handling charges.

13. Place of delivery and jurisdiction

The law of the Republic of Austria applies for these terms and conditions and for the entire legal relationship between the purchaser and us.

To the extent legally permissible and if our contractual partner is an entrepreneur, Linz is the exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

If one of the provisions mentioned above is invalid, the validity of all other provisions is not affected by this.

To the extent that they do not contravene the delivery and payment conditions above and that individual items are not already governed there, the general delivery terms and conditions for products and services of the electrical industry apply on top of this. (www.feei.at)