

## General sales, delivery, and service terms (GTC) of the DTEC GmbH (DTEC)

1. **Preamble**

The GTCs are applicable to all deliveries and services to be provided by DTEC, insofar no deviating agreements were expressly agreed upon in writing in single cases between the parties to the contract.
2. **Offer of the DTEC, order confirmation (OC) and additional agreements (AA)**
  - 2.1. The offers of the DTEC are subject to confirmation in general.
  - 2.2. Negotiation protocols must be signed by the parties to the contract to become part of the contract.
  - 2.3. If an OC that DTEC sends to the customer contains modifications compared to the order agreement, they are deemed as accepted by the customer if he does not object promptly in writing. The customer acknowledges the order terms in full content with the beginning of the delivery or the provision of the service by DTEC.
  - 2.4. DTEC may also employ subcontractors to fulfill the contract.
3. **Prices**
  - 3.1. In general, the deliveries and services are calculated according to time and effort. The respectively current fees per hour of the DTEC are applicable. The customer certifies the performed work hours to the personnel of the DTEC by work time confirmations. These also include standstill times of the DTEC personnel that were not caused by DTEC. If the customer does not certify this without sufficient reason, the documentations of DTEC are used as calculation basis. The price includes the costs for the common tools without special equipment.
  - 3.2. If a fixed price is agreed upon, the customer shall pay for additional expenditures that accrue to DTEC due to circumstances that are not in the scope of responsibility DTEC (e.g. subsequent change of order content, or modification of the scope of service, possible waits etc.)
  - 3.3. Accommodation, travel costs, surcharges for additional services, allowances or other costs are included in the price and are billed separately.
  - 3.4. The prices and hourly fees are stated excl. sales tax and excl. taxes, fees or other duties.
  - 3.5. The prices are stated ex factory resp. ex warehouse of DTEC exclusive the costs for packaging, loading, customs etc.
4. **Contribution of the customer**
  - 4.1. The customer is obliged
  - 4.1.1. to perform all possibly necessary preparations professionally at his costs and responsibility, and to provide all existing documents to DTEC in a timely manner for the fulfillment of the order (e.g. operating and control logs...),
  - 4.1.2. to secure parts to be worked on and approve of upstream or downstream parts prior to the initiation of deliveries and services by DTEC.
  - 4.1.3. DTEC is authorized to deny workforces or material provided by the customer by justified reason, disassembled parts, insofar they are not property of DTEC due to an agreement, not required operating means and other waste are to be disposed of properly at the cost of the client.
  - 4.1.4. If the client does not fulfill the obligation according to 4.1.2. DTEC has the right to deny the delivery resp. the service provision and to withdraw from the contract.
5. **Deadlines and dates for deliveries or services**
  - 5.1. DTEC is authorized to partial or advance deliveries resp. services.
  - 5.2. Authoritative consents and authorizations of third parties necessary for the construction of units or components shall be provided by the customer. If such authorizations are not provided on time, the delivery term is extended accordingly.
  - 5.3. Delivery and service terms are unbinding, insofar they were not agreed on expressly as such in writing.
  - 5.4. If DTEC is prevented in the fulfillment of the obligations by the occurrence of unpredictable circumstances or such that are not responsibility of DTEC, like for example failure, governmental directives and interferences, energy supply disturbances, failure of a non-replaceable supplier, strike, traffic disruptions, delay by customs or force majeure, the delivery resp. service term is extended in adequate measure. It is not of importance if these circumstances occur at DTEC or at one of the suppliers or subcontractors.
  - 5.5. If the contract fulfillment becomes impossible due to circumstances not in the responsibility of DTEC, DTEC is freed of all contractual obligations.
6. **Transfer of risk and place of fulfillment**
  - 6.1. Usage and risk are transferred to the customer as of the moment the delivery leaves the factory resp. warehouse, independently of the pricing agreed upon for the delivery.
  - 6.2. For services, the place of fulfillment is the place where these services are provided. The risk of a (partial) delivery is transferred to the purchaser upon performance.
7. **Approval of the delivery resp. the service**
  - 7.1. For the case that no approval test is agreed upon, the delivery or the service is deemed as approved by the customer if the customer does not report a fault to DTEC in writing immediately after delivery of service.
  - 7.2. If the acceptance of the delivery or service is delayed without culpability of DTEC, the acceptance is deemed as given after the expiration of one week, calculated from the notification of finish by DTEC.
  - 7.3. The customer is not authorized to deny approval due to faults that have only insignificant influence on the operation of the unit.
  - 7.4. DTEC is provided with manufacturing components in sufficient quantity for agreed advance and final approvals. These components must be provided in drawing-conform quality, within the drawing tolerances and with the modification status valid at the time the contract comes into force and with parts made with tools intended for serial production, on time by the client and free of charge for DTEC. The model resp. component parts provided may have damages and have scrap value - this is deemed as accepted by the client.
8. **Obligations of the client**
  - 8.1. During assemblies by DTEC, the client is obliged to ensure that work can be commenced immediately after the arrival of the assembly personnel of DTEC.
  - 8.2. The client is responsible that the necessary technical requirements for the part to be produced or the purchase object are given and that his technical units like for example infed lines, cabling, networks and similar units are technically faultless and ready for operation and are compatible with the purchase object or components to be produced by DTEC. DTEC is authorized but not obliged to test these units for a separate fee.
  - 8.3. There is no obligation for examination, warning, or information of all documents, specifications or instructions provided by the client. Liability by DTEC regarding this is excluded.
  - 8.4. The order is placed independent of possibly necessary authoritative approvals and authorizations that the client must retrieve.
9. **Software**
  - 9.1. All delivered software applications like SPS-programs, visualisation, special programs on high level languages and similar things remain property of DTEC and are surrendered to the client in licence form only for the one unit in question. DTEC supplies included software modules that are only valid for one unit in additional purchase in licence. Any modification of supplied software products without written agreement relieves DTEC of any liability for warranty and damage compensation after the date of modification.
  - 9.2. Without prior written agreement of DTEC the client - with the exclusion of all other claims - is not authorized to reproduce or modify the software or to make it accessible to third parties or to use it for purposes other than those expressly agreed. This is specifically applicable to the source code.
10. **Methods of payment**
  - 10.1. The purchase price resp. the wage is billed by DTEC and is due in cash without any deduction within 14 days as of invoice date. Orders that exceed a period of 1 month authorize DTEC to bill monthly (partial bills).
  - 10.2. A possible acceptance of check or draft is only done after express agreement with the management of DTEC. All associated expenses and interest are billed to the customer.
  - 10.3. Offsetting payment claims of DTEC with counterclaims of the customer require the agreement of DTEC.
  - 10.4. Granted rebates/discounts ... are based on the full/timely payment of the client.
  - 10.5. A payment is deemed as paid on the day DTEC has full mandate over it. If the agreed payment dates are exceeded, the respective bank interest, at least however 10 % p.a. is calculated as compensation, irrespective of possible rights.
11. **Retention of title**

All delivered objects and the used accessories, the spare and replacement parts remain property of DTEC up to full payment of all obligations of the customer, no matter for which reason they may have accrued. In case of processing or installation of the delivery, co-ownership arises according to the ratio of the value of the parts. In case of seizure or other claims, the customer is asked to inform DTEC immediately.
12. **Acts of God**
  - 12.1. Acts of God, meaning war, laws and other decrees, natural catastrophes, fire, traffic and operational interferences energy shortage, strikes and other events whose occurrence cannot be prevented by a contract partner with reasonable means, releases the involved contract partner from the fulfillment of his contractual obligations for the duration of the occurrence and a timeframe adequate for the elimination of its consequences.
  - 12.2. If DTEC is no longer able to provide a certain service in whole or only in part due to Acts of God, DTEC is released of the related obligations and the customer is released of the relating corresponding obligations from this contract to the same extent in which DTEC is limited in total regarding the provision of the service in question.
13. **Warranty**
  - 13.1. The term of warranty commences as of the moment of the notification of finish by DTEC and ends 6 months as of confirmed transfer, at the latest however 8 months after the notification of finish by DTEC.
  - 13.2. The customer is only able to refer to the warranty if he informs DTEC of the occurred faults promptly in writing. In this notification, the faults are to be described in detail so that an evaluation of the faults and the cause is possible.
  - 13.3. DTEC fulfills warranty by eliminating the determined fault in responsibility by repair or replacement according to the choice if DTEC or granting a rebate. In case of repair or replacement, the warranty term is extended by the time between received notification of the fault and the notification of the termination of the warranty service.
  - 13.4. The following faults are expressly excluded from the warranty that are based on a special instruction of the customer or for deliveries or services of the customer resp. the third party contracted by the customer or normal wear or usage or by accident, fire, Acts of God and natural catastrophes, current impulse or power outage or on parts of a unit (old units) already in place or improper usage of the unit contrary to contract or other reasons (e.g. maintenance errors, overload, ...) and on instructions of DTEC (e.g. documentation, operating instruction) or procédures done according to authoritative directives or on the usage of materials, spare parts etc. not originating from DTEC.
  - 13.5. When enforcing a fault, the customer shall prove that none of these circumstance occurred.
  - 13.6. The warranty expires immediately if the customer or a third party performs modifications or maintenance work on the deliveries or units. DTEC shall only pay for the costs of a fault eliminations performed by a customer if DTEC agreed to this in writing.
  - 13.7. Should it be discovered only after the performance of the delivery or services for fault determination and fault elimination by DTEC that DTEC has no warranty obligation according to these warranty terms, the customer is obligated to reimburse the delivery or service of DTEC according to the applicable management directives.
  - 13.8. The claims from the title of warranty are conclusively regulated in this clause - insofar legally admissible.
14. **Liability**
  - 14.1. All damage compensation claims must be enforced in court within 18 months as of delivery of completed service.
  - 14.2. Should a contractual penalty - whichever type - be agreed upon, the penalty is a lump sum damage compensation with which all claims of the customer are settled.
  - 14.3. Clause 11.3. is applicable in purpose also for damage compensation claims.
  - 14.4. Compensation for indirect, direct or consequential damages of all types is excluded.
  - 14.5. In general, DTEC is only liable in the framework of its liability insurance up to a maximum of the amount of the respective order value.
  - 14.6. DTEC is liable for damages not covered by the insurance up to a maximum of € 5.000,-.
  - 14.7. The claims of the title of the damage compensation are conclusively regulated in this clause - insofar legally admissible.
15. **Withdrawal from the contract**
  - 15.1. Requirement for the withdrawal by the customer from the contract is a delay of delivery that is based on at least gross culpability of DTEC as well as the fruitless expiration of 2 determined, adequate grace periods. The withdrawal is to be enforced via registered letter.
  - 15.2. If insolvency proceedings are initiated concerning the assets of one contract party, or an application for the initiation of insolvency proceedings is denied due to lacking assets, the other contract partner is authorized to withdraw from the contract without granting a grace period.
  - 15.3. Irrespective the damage compensation claims of DTEC including pre-procedural costs, provided deliveries or services are to be billed and paid according to contract in case of withdrawal. This is also applicable insofar the delivery or service was not yet accepted by the customer, as well as to preparation work done by DTEC.
  - 15.4. Other consequences of the withdrawal are - insofar legally admissible - excluded.
16. **Enforcement of claims**

All claims of the customer are to be enforced in court in case of other claim loss within 2 years as of completed delivery or as of performed service, insofar legal or contractual conditions do not prescribe shorter terms.
17. **Confidentiality**
  - 17.1. Both contract partners are obliged to hold data and information acquired in the framework of the fulfillment of the order confidential.
  - 17.2. All offer and project documents of DTEC, specifically plans, drawings, technical documents, may not be reproduced or made accessible to third parties without the agreement of DTEC. Their return can be demanded anytime and they are to be returned by DTEC immediately if the order is placed elsewhere.
18. **Regulation of disputes, place of jurisdiction and applicable law**

The contract partners expressly agree on the responsibility of the relevant court in Steyr. Beyond that DTEC is authorized to file charges at the relevant court at the location of the customer or the International Arbitral Court of the Chamber of Business Austria in Vienna (Vienna rules, a maximum of 3 arbitrators, language of procedure German). The contract partners agree to the application of Austrian law with the exception of the UN Convention of the international sale of goods (resp. the Vienna purchase law agreement).
19. **Final clauses**

Should single clauses of these GTC be or become invalid or impossible for any reason, the effectiveness of the remaining clauses shall not be affected by this. Both parties to the contract agree to appoint an affective and possible regulation that is as similar to the invalid clause in its commercial purpose as possible.