General Terms of Bitt technology-A Ltd.

Bitt technology-A Gesellschaft m.b.H.
Wiener Straße 70
A-2104 Spillern
Austria
Tel. +43 02266/80216
Fax. +43 02266/8021612
office@bitt.at
UID/VAT:
ATU56811579
EORI:
ATEOS1000002907

1. Validity
For all – also for future related – business relationship the following general terms and conditions are universally valid even if we don't explicitly refer to them. Different conditions of the buyer are only valid if they are acknowledged by us in written form.

2. Quotation and confirmation of orders
Quotations are made without engagement until to the final acceptance of the order confirmation and are subject to market and exchange rate fluctuations. Oral agreements or modifications of our employees are only binding after our written confirmation.
As quality characteristic of the goods only is agreed whatever is arranged in written form at signing the contract. Descriptions of the delivered goods as well as data sheets are valid neither as quality guarantee nor as specification. Guarantees or quality obligations are only taken over if these were explicitly indicated. The latest confirmation is valid. Previous confirmations lose their validity with the dispatch of a new one.

3. Prices
Our prices according to the actual price list as well as all our quoted prices made orally or in writing are not binding and are calculated ex works net excl. Value Added Tax (VAT) at the prevailing rate, and are based on the current cost of material, energy and wages.
If there is a longer period between the order and the realization respectively a basic contract for consecutive delivery or processing work exists, the deliverer is authorised to make an appropriate price increase at the date of delivery.
A change in prices will be allowed if there are more than 6 months between signing of the contract and the date of delivery and if the production cost have increased because of increased wages- and material cost. The increase of price has to be adequate to the actual increase of cost.

4. Payment
If no other terms have been agreed in writing the buyer's terms of payment are net within 30 days after receipt of invoice. No discount is granted.
From the 31st day after receipt of invoice the buyer is in overdue payment and late payment interests are charged according to the official Legal rules. In case of delayed payment we will charge 14% interest p.a. Furthermore in this case the Buyer is obliged to pay all connected costs, expense allowances, cash expenses, particularly also the payment of collection- and lawyer costs which result by delay..
Counter claims and retentions by the Customer are strictly excluded unless these have been acknowledged by us in written form or have been noticed by a Legal Court. In special cases we reserve the right to deliver only against payment in advance or cash on delivery.
In case of non-payment or of other incapacity, bankruptcy or insolvency of the buyer the seller has the right to suspend every contract made with the buyer and to suspend or continue delivery of goods to the buyer's absolute discretion without prejudice to the seller's right to recover any loss sustained.

5. Delivery
The risk passes to the side of the buyer as soon as the goods are handed over to the forwarding agent. Loading, transport and unloading is always made on the risk of the Buyer, even if delivery "franco domicile" has been agreed. An insurance of transport will only be disposed by us on demand in written form; in any case the arising expenses are charged to the Buyer.
Dates of delivery are principally nonobligatory unless a fixed delivery date is explicitely guaranteed. Only in case of a delivery delay caused by Bitt technology-A the buyer has the right to resign from the contract providing an additional respite which, however, must not fall at all below two weeks; other respectively additional claims of any kind particularly as demands of compensation are excluded unless Bitt technology-A GesmbH has indebted the delivery delay carelessly or premeditatedly.
For international deliveries the INCOTERMS (2000) of the International Chamber of Commerce (ICC) are valid.

6. Acceptance Test
As far as the buyer wants an acceptance test that has to be agreed with the seller at the contract signing in written form. As far as not otherwise agreed the acceptance test is made at the seller's site respectively on location which is determinated by the customer during the normal working time. That for the Acceptance Test general practice of the relevant branch of industry is hereby applicable. The seller must inform the buyer about the Acceptance Test in time so that the buyer or his authorised representative has the possibility to be present at the test.
In case the delivered goods are proved not to be as per contract at the Acceptance Test the seller must remedy any defect immediately and must restore the delivered goods as agreed in the contract. The buyer can request for a repeat of the test only at essential defects.
After the Acceptance Test an acceptance protocol is written. If the carrying out is according to contract and working properly at the Acceptance Test that is to be confirmed by both contract parties. Should the buyer or his authorised representative not be present despite of information in time by the seller the acceptance protocol has to be signed only by the seller. The seller has to send to the buyer a copy of this protocol about whose rightness no disputes can be made by the buyer if he or his authorised representative could not sign it due to their absence.
Unless otherwise agreed the buyer is charged for the cost of the Acceptance Test. At the buyer's or his authorized

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representative's own charge are also the expenses for travelling, accommodation and expense allowances resulting from the Acceptance Test.

7. Legal Charges, Retention of Title
If the seller should issue Legal proceedings for the recovery of any of the buyer's indebtedness, then the seller shall be entitled to recover from the buyer any charges paid to its Legal Advisers in respect of thereof.

All goods remain the property of Bitt technology-A GesmbH until payment is received in full.

8. Warranty, Compensation and Liability
The period of warranty lasts for 24 months beginning at the day of delivery of goods to the buyer. The warranty claim would expire if it was not registered in written form respectively at a Legal Court within this period. At the raising of a warranty objection the period of warranty will neither be interrupted or inhibited nor a new period will be initiated.
The buyer can only claim for apparent defects (damages) in written form latest within 8 days after receipt of goods or in case of hidden damages latest 8 day before the end of warranty period.
All claims imply that every damage must be noted immediately after discovery in written form. The buyer must examine the goods immediately after receipt in regard to their operating method which is planned in the contract.
If the delivery should be defective the seller would support replacement or repair at seller's option by excluding of further warranty claims. The buyer would have the right for depreciation, to suspend the contract or for compensation only if the reparation was unsuccessful in at least two attempts.
The warranty obligation doesn't apply for such damages that are caused of incorrect processing, storage or handling by the buyer.
Warranty will be granted neither for defects (damages) which are caused by improper or incorrect use, faulty mounting respectively putting into operation by the buyer or by third parties, normal abrasion, incorrect or careless handling nor for the consequences of incorrect and without our permission carried out modifications or repair work by the Buyer or by third.
Bitt technolgy-A GesmbH is only reliable for damages of all kind – excluding personal injury - including damages of fulfilment or non-fulfilment of the contract, of criminal behaviour or of omission and of defects only as far as Bitt has indebted such damages carelessly or premeditatedly.
Each additional claim of compensation of damage is excluded. Claims of the product liability are not touched hereby.

9. Product Liability
Possible demands for recourse, which direct contracting parties or third from the title „product liability" in accordance with § 12 of the product liability law against us, are impossible, outer if the recourse-entitled prove the fact that the error in our sphere caused or at least rough negligently was to blame for.

10. Customer Property
By taking charge of customer property a delivery note is to be issued by the buyer, or an appropriate receipt is issued by the client (buyer).
At the appropriate customer property a marking is attached as far as possible. The company Bitt technology-A is obliged to use and utilize the produced available goods as agreed. For damages at the customer property there is no liability taken over by Bitt technology-A.

11. Data Protection and Copyright
The buyer gives his approval that the contract included in the purchase personal data are allowed to be saved and to be processed by us in fulfilling of the purchase contract.

12. Place of Performance and Place of Jurisdiction
Place of performance for delivery and payment is Spillern. Place of Jurisdiction for any disputes is Korneuburg, however, it is also possible to go to a Court in the buyer's area of the responsibility at seller's option. The contractual relationship is exclusively subject to the Austrian Law. The UN- Purchase-Law (CISG) is not applicable.

13 Consumer-Business
For sales to consumers within the meaning of the consumer protection law (KSchG), the above terms are valid only as far as the consumer protection law does not insist on other conditions. If these general terms should underlain a Consumer-Business in the meaning of the Consumer Protective Law (= KSchG) the rules of the KSchG and of the AGBG (=Austrian General Book of Civil Law) are valid.

These General Terms exist in a German and in an English version. In case of deviations or unclear knowledge only the German version is valid.

I herewith confirm by my signature, that it was indicated to me respectively was drawn my attention to the General Terms.

……., on …… ……
Signature of buyer (client)

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