

Conditions of Purchase

Technical Conditions:

1. The supplier accepting the order guarantees that the equipment, components or systems supplied by him - hereunder described as units - have been produced according to specification, sound craftsmanship and comply with technical standards of such equipment. The supplier also guarantees that the supplied units are not subject to any industrial rights protection or other rights of third parties. Concerning any possible claims for damages arising from such cases the supplier waives any right to object under statute of limitations.
2. Each individual part supplied has to be free from any defect or non-conformity resulting from faulty design and workmanship. Each part shall have the properties expressly requested by the Purchaser and shall be made of material suitable for the purpose.
3. Each unit has to be suited to its final location (climate, gas, dust, physical influences, etc.). The supplied units have to operate continually or discontinually in such an environment without defect.
4. All units have to comply in every respect with the legal and official requirements (i.e. Ö-norm, ÖVE, professional authorities, factory laws, etc.) All regulations applying at the final erection site are to be adhered to. Protection of operating personnel such as protection for actuators, motors, clutches, and all other places which could be the source of accidents are vital and must be installed. If certification or approval by the authorities is necessary for the use of the supplied units, the supplier shall undertake to obtain such approval unless this is the explicit duty of the orderer. In this case, all drawings, plans, data sheets and other documents required for such approval shall be provided in due time.
5. Production certificates, test reports, acceptance reports and performance data sheets shall be provided in triplicate unless a different number of copies is stated in the order under par. "documentation".
6. If new constructions or prototypes are used, the supplier must notify the orderer of this fact. In such cases, the supplier shall offer special guarantees and conditions (such as taking back the goods in case of problems).
7. If the supplier foresees a replacement or rundown of the units or one of their components, he will notify the orderer at the time of submitting his offer. Upon acceptance of the order, the supplier undertakes to keep a stock of all spare parts, to produce them or have them delivered within a short period of time.
8. All parts of machinery have to be easily accessible for maintenance and repair work.
9. The supplier undertakes to furnish the orderer upon request with a detailed schedule of production and delivery. The orderer is permitted to send an engineer or representative to take part in takeover tests at his own costs. For this purpose the supplier shall inform the orderer of the relevant dates in due time. The orderer or his representative are authorised to check or have tested the materials in use during the production phase and has to be admitted to the production site at any time provided due notice is given.
10. Unless otherwise requested in the order, the documentation has to be provided in triplicate.
11. All technical parts have to be supplied and documented according to CE standard.

Commercial Conditions:

1. **Order**

Only written orders and agreements are legally binding, oral agreements and telephone conversations require written confirmation to become legally binding. The supplier has to confirm acceptance of the order in writing by signing the confirmation paragraph of the order.
2. **Prices**

All prices are fixed prices free domicile, i.e. free delivery address.
Forwarding expenses will only be paid by us if we have explicitly agreed to this. The same applies to costs for transport insurance.
3. **Forwarding**

Unless explicitly agreed otherwise, delivery is made upon account and at risk of the supplier. Any consequences resulting from incorrect or incomplete issuing of transport documents, forwarding documents or accident reports will be born by the supplier. Dispatch note or delivery note have to be included with each individual package.
4. **Invoicing and payment**

Invoices have to be sent separately in duplicate (not included with the goods). Unless differently agreed or delayed by improper condition of the goods, payments are made within 2 weeks of receipt of goods and invoice upon deduction of a 2 percent discount or within 30 days net.
5. **Assignment of orders**

Any rights or duties subject to our orders may only be assigned to a third party with our explicit written consent. This applies especially to possible assignment of orders or parts of orders to sub-suppliers.
6. **Notification of defect**

We reserve the right to notify the supplier of obvious defects within two weeks of delivery; hidden faults within a reasonable period after their occurrence. If the delivered goods are faulty, we remain the right to chose between substitute delivery (at no extra cost, free domicile) annulment or/and indemnification for non-compliance. The supplier will also be liable for any damages resulting from the use of faulty goods. In addition, all legal regulations apply.
Furthermore the supplier is liable according to the product liability law for any damages caused by the part supplied.
7. **Delivery and rescission of contract**

The agreed delivery times have to be strictly adhered to. In the contrary case, we reserve the right to replacement and indemnity payment due to delayed delivery or to cancellation of the contract due to non-fulfilment. In such cases, the supplier shall not have any claim against us. If the delivery date cannot be reached, the supplier shall notify us immediately by informing us of the actual delivery date so that we can decide if the contract shall remain valid or not. Early delivery without prior written consent will not lead to earlier claims on payment. In case of deliveries on call, we are not obliged to call for equal quantities at equal intervals; we also reserve the right to withdraw if the product cannot be used anymore due to new product legislation, changes of the product or similar reasons. If the acceptance of the goods is delayed on our side due to reasons like Act of God, strike or similar, we cannot be given formal notice of default.
8. **Industrial rights**

The supplier guarantees that the use of the supplied goods does not interfere with any domestic or foreign industrial rights. He will hold us exempt from any claims which could result from the breach of any industrial rights.
Furthermore, the supplier shall stand in for any additional damage to us as well as for any legal disputes resulting from the breach of such industrial rights.
9. **Compliance with legal and official regulations**

For orders of machine parts, equipment or whole mechanical units, the goods have to comply with out technical conditions of purchase as well as laws, regulations and norms (if non available, DIN norms apply) in the country of destination. Furthermore, the rules of craftsmanship for mechanical engineers, electrical engineers, all environmental restrictions, labour legislation and job protection rules have to be adhered to. Any such prerequisites which are subject to testing by TÜV (or other relevant authorities) will have to be certified in writing and certificates supplied to us without prior solicitation.
10. **General**

No claims for remuneration can be made for visits, drawing up of sketches, planning and similar

activities. The supplier may not use our order for purposes of advertising. In cases of unsolicited partial delivery, we may not be charged with the resulting additional costs for forwarding etc. unless CTP has given prior consent.

11. **Applicable law and Jurisdiction**

These Terms and Conditions of Purchase shall be governed by and construed in accordance with the laws of Austria. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any disputes arising out of or in connection with these Terms and Conditions respectively with the purchase order shall be subject to the sole jurisdiction of the competent court in Graz, Austria.

Our Terms and Conditions of purchase shall be exclusively valid even in case the supplier should include his own conditions with his order confirmation. Delivery or partial delivery of ordered goods or services constitutes acceptance of CTP terms of purchase.