

## General terms and conditions of sale and delivery

HellermannTyton GmbH  
Obachgasse 6, A-1221 Vienna  
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### 1. General

1.1 The following general terms and conditions of sale and delivery (subsequently referred to as CUS) apply to all current and future deliveries as well as other services including potential consultancy services and information from HellermannTyton GmbH (subsequently referred to as the company). This also applies if the company does not alert the seller to these CUS during future transactions. The buyer's requirements will in no case become a subject matter of the agreement, even if the company does not expressly disagree a second time. On the contrary, the CUS apply in all cases.

1.2. The company's offers remain subject to change. A delivery duty only exists after the company's written confirmation of an order.

1.3. All agreements between the company and the buyer are to be put down in writing in the agreement.

1.4. If individual provisions of this Agreement should be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision is in this case to be replaced by the existing standard provision, and in the case of no standard, by the corresponding legal provision.

### 2. Pricing and payment terms

2.1. Prices are valid ex works or from the company's distributing warehouse excluding auxiliary costs such as freight, duty, packaging and insurance, unless otherwise agreed in writing. The relevant legal VAT will be added to this. For small orders under 150,- EUR (net of VAT) the company charges a minimum order surcharge of 25,- EUR (net plus VAT) per order, unless indicated otherwise in the order documentation.

2.2. All invoices – subject to written agreements in single cases – are payable matched with delivery or within the payment terms indicated on the invoice without delay.

2.3. Payments are to be made with reference to the invoice number and exclusively onto the bank accounts indicated on the company's invoice in the agreed currency. For due payments, the date of reaching HellermannTyton GmbH's bank account will be significant.

2.4. The company is not obligated to accept bills of exchange or cheques. If these are granted, acceptance for payment will only take place subject to discount options and against payment of all charges. The company is likewise obligated to present bills of exchange and cheques in time and to raise objections.

2.5. If the buyer defaults on an agreed payment or other service for this or a different transaction, then the seller may, irrespective of his other rights, a) delay the performance of his own duties until receipt of the payment or other service and may make use of an extension of the delivery period, b) demand payment of all other charges from this or other transactions and may demand default interest of 1.25% per month for these amounts plus VAT from the due date, insofar as the seller does not account for any additional costs over and above this. In any case, the seller is authorised to invoice for pre-trial costs, particularly reminder fees and lawyer's fees.

2.6. The buyer is only authorised to set-off or retention rights if his counterclaims have been legally asserted, are uncontested and have been accepted by the company.

2.7. If an insolvency petition has been filed over the buyer's assets, if the buyer has instituted the procedure of settling debt outside court or if he has stopped his payments or if the company is informed of any other circumstances that may significantly reduce the buyer's creditworthiness or if the service in return owed by the buyer appears to be at risk, then the company is authorised to demand payment in advance or a bank guarantee (at the buyer's option) of all services that are still due with a deadline of at least one week and to refuse performance until receipt of the security. After the unsuccessful lapse of an appropriate time period, the company is authorised to withdraw from this contract and to demand damages. Additionally, in this case the company may demand continued power of sale including collection rights according to the Clauses (5.3) and (5.5) as well as revoke the rights to develop, process, splice and mix the delivered products according to the Clauses (5.2) and (5.3) as well as demand return of the delivered products.

### 3. Delivery and acceptance

3.1. The company's delivery duty is subject to complete, correct and timely self-delivery insofar as the company receives the products from a sub-supplier as a whole or in part. This does not apply if the non-delivery or a delay in delivery is the company's fault.

3.2. The buyer bears risk and expense of sending the products ex works/ from the distributing warehouse as well as the expense of potential transport insurance. This also applies if a contractor chosen by the company conducts the transport.

3.3. Risk - even for freight paid delivery - will pass to the buyer from the start of loading the products onto the means of transport.

3.4. If the products are ready to dispatch and transport or delivery to a particular location or acceptance is delayed for reasons not the company's responsibility, risk is transferred to the buyer from the notice of readiness to dispatch.

3.5. The buyer may not reject partial deliveries of a reasonable scale and is obliged to pay for these according to the terms and conditions of payment indicated on the invoice without delay. An objection to one partial delivery does not authorise to reject further deliveries from the same or a different agreement. For purpose-built items, the company reserves an excess/ short delivery quantity of 10% of the ordered quantity. For purpose-built items, cancellation after production start and return are not prohibited. In any case, only the actually delivered quantity will incur charges.

3.6. The buyer also defaults on acceptance if the company merely offers delivery in writing and he does not immediately recall this. The remaining legal requirements of default of acceptance shall remain unaffected.

3.7. The buyer is to immediately accept products reported as ready for dispatch. Otherwise, the company may, at the company's option, either dispatch the products at the buyer's expense and risk or store them at its place of business, which would incur a storage fee of 0.1% of the gross invoice amount per started calendar day or store them at the buyer's expense and risk with a company thus authorised. The company may at the same time either insist on performance of the agreement or withdraw from the agreement after setting an appropriate extensive respite of at least two weeks and use the products in another way. The same applies if the products are not or not completely recalled within the agreed time period.

3.8. If the buyer defaults on his duties resulting from the above-mentioned regulations by more than a month, the company may - independently of its other rights - demand from the buyer a contractual penalty of 5(five)% of the gross invoice amount instead of performance of the contract and may sell the stored products in a different way. The contractual penalty is to be credited against potential damage payments due from the buyer if applicable.

3.9. The buyer is to immediately inform the company of potential damages in transit within one week after receiving the products, even if the company is not responsible for transport.

#### **4. Terms and dates of delivery**

4.1. Adherence to terms and dates of delivery presupposes the buyer's timely fulfilment of contractual duties. Terms of delivery start with the date of the company's acceptance of the order but not before clarification of all job execution details and receipt of all documentation required for job execution and all other details to be provided by the buyer as well as the receipt of a possibly agreed initial payment. Terms of delivery are also adhered to if the products leave the factory or warehouse at the agreed time or if the buyer has been informed of the readiness to dispatch but the products cannot be dispatched by the company without the company incurring charges. The above-mentioned regulations correspondingly apply to delivery dates.

4.2. Even if a time for the performance is set according to the calendar or if a time after a previous event may be calculated according to the calendar, there will only be a delay after the company has received a reminder.

4.3. Unpredictable events beyond the company's control such as forces of nature, war, war threat, revolt, use of force by third parties against people or things, sovereign interventions including currency and trade measures, strikes at the company's or at his supplier's or his transport company's place of business, disruptions in the intended transport links, fire, raw material deficiencies, energy deficiency and any other disruptions at the company's place of business through no fault of the company or their suppliers prolong firmly agreed terms and dates of delivery by the length of the disruption. This also applies if there is already a delay in delivery or if the above-mentioned performance hindrances already exist at the conclusion of the agreement but are not known to the company. The company will instantly inform the buyer of hindrances of the above-mentioned type.

4.4. If delivery delays resulting from this last for more than two months, both parties may withdraw from the contract. The buyer may however only withdraw once, as a response to his request, the company declares within one week that it will withdraw or deliver within a reasonable period. The same withdrawal right arises independently of the above-mentioned terms if the performance of the agreement has become unacceptable for one of the parties due to the occurred delay.

#### **5. Reservation of title**

5.1. All delivered products will remain the company's property until complete payment is received (goods subject to reservation of title). In the case of delivery subject to reservation of title, the buyer already surrenders his right of claims regarding third parties to us as payment, insofar as these result from the sale or processing of our products, until final payment of all due charges is received. The buyer is to inform us of the names of his customer's on request and to inform them of the cession of products on a timely basis. The cession is to be made apparent to the customer in the company's records, especially in the open item list and on delivery notes, invoices etc. If the buyer defaults on payment to us, sales revenue received by him is to be separated out and the buyer will only hold these in our name. Possible claims against insurers are hereby already surrendered to us within the limits of the Insurance Contract Law (Versicherungsvertragsgesetz). Claims against us may not be surrendered without our express consent.

5.2. Development and processing of goods subject to reservation of title are performed for the company as a manufacturer without committing it to this. The developed/processed products are goods subject to reservation of title to secure the company's rights in the sense of Clause (5.1). When the buyer develops, processes, splices or mixes the goods subject to reservation of title with other products not belonging to the company, the company has partial title of the new product at the rate of the products' invoice value in relation to the invoice value of the other used products. Should the company's title to the goods subject to reservation of title cease by splicing, mixing or developing/processing the products, the buyer hereby already transfers to the company the property rights of the new asset or the new thing that it is entitled to the extent of the invoice value of the goods subject to reservation of title, and therefore retains these for the company with commercially due care. The partial property rights resulting from this are also valid as goods subject to reservation of title to secure the company's rights in the sense of Clause (5.1).

5.3. The buyer may sell the goods subject to reservation of title in normal business transactions given that receivables resulting from the resale are simultaneously transferred to the company according to the requirements in this agreement. The buyer is not authorised to other disposal of the goods subject to reservation of title especially pledge or transfer by way of security. The above-mentioned right ceases in the case of a payment delay by the buyer. Furthermore, the company may revoke this right in the cases listed in Clause (2.6), in the case of a breach of the above mentioned duties or if the invoice is unpaid when due. In such cases, the buyer is also not permitted to develop or process the goods subject to reservation of title or to splice them or mix them with other products.

5.4. Insofar as the resale right is not revoked, the buyer meets his payments obligations to the company and he does not breach any other significant contractual duties (see 7.2 in this context), the buyer has the right to collect receivables from the resale. The buyer may not transfer these receivables to third parties or use them as a pledge to them - including factorisation to factoring institutions. The buyer is to inform the company immediately in the case of a curtailing of his rights by third parties and to provide all documentation required for an intervention. The buyer will be responsible for any potential invention expenses.

5.5. After revoking the resale right and/or collection right, the buyer is obligated to inform the company of his inventory of goods subject to reservation of title at the company's request and to inform his customer's of the transfer to the company (insofar as the company does not do this itself) and to hand over to the company all information and documentation required for collection. Furthermore, the company may demand handing over of the goods subject to reservation of title or may collect the receivables and other claims transferred to the company if the buyer has delayed payment to the company for more than two weeks. Additionally, the company may use the goods subject to reservation of title to fulfil its own requirements as soon as the company has either withdrawn from the contract or if the requirements for the assertion of a damage claim have occurred instead of or in addition to performance. Under the above mentioned conditions, the buyer's right to possess the goods subject to reservation of title ceases. In the given cases, the company has the right to enter the buyer's premises after prior announcement and the setting of a date and to collect the goods subject to reservation of title.

5.6. If the realisable value of the existing securities exceeds the secured receivables of 10 (ten) percent on the whole, the company is in this respect obliged to release at the buyer's request securities at the company's option.

#### **6. Product quality and liability for defects**

6.1. Insofar as the company provides the buyer with samples or patterns or receives these from him, mentions analyses, norm regulations or domestic or foreign quality standards or gives any other particulars regarding the product's quality, these merely serve as a closer description of the services to be performed. This is not linked to a quality guarantee.

6.2. Above all, the company is not obliged to check whether the products serve the specific use intended by the buyer or whether it is appropriate for this.

6.3. The buyer is to check the delivered products immediately with thoroughness reasonable for him and - if necessary by sample processing - to test the quality of the delivered products and to instantly reprehend in writing any identifiable defects within 5 (five) working days after receipt of the

products at the latest (if possible and reasonable, with samples) stating the invoice, manufacturing and delivery numbers. Hidden defects are to be indicated in the same way. Otherwise, the products will be regarded as accepted without reservation.

6.4. If the buyer neglects the protection of recourse rights against third parties, if he processes defective products without prior quality controls or if he delivers products reprehended as defective to third parties without giving the company the opportunity to check reprehended defects prior to this, all warranty claims become void. The same applies to the consequences of inappropriate or improper use of products, faulty assembly or commissioning by the buyer or third parties, improper changes to delivered products, natural wear and tear as well as incorrect or negligent treatment.

6.5. In the case of justified notices of defects or claims, the company is authorised to subsequent performance by remedy of defects or compensation delivery at the company's option. The buyer is responsible for any additional costs during subsequent performance if these are incurred because the delivered products are transported to a location other than the place of performance.

6.6. If the subsequent performance chosen by the fails repeatedly, if it is unacceptable for the buyer, if it is rejected by the company or delayed for more than a reasonable time for reasons that the company is responsible for, then the buyer - independent of any other damage claims - may withdraw from the agreement or reduce the purchase price.

6.7. The warranty period is 12 months, insofar as no particular warranty periods have been agreed for individual delivery products. This also applies to delivery products and performance directly linked to a building or its land. The warranty period starts at the time that risk is transferred according to item 9. The buyer is responsible for the onus of proof regarding the existence of an original defect.

6.8. Furthermore, damage claims are limited as determined by Clause (7).

#### **7. Limitation of damage claims and claims for the reimbursement of expenses**

7.1. The buyer's damage claims and claims for the reimbursement of expenses against the company or against the company's employees as well as agents and auxiliary person are debarred, independent of the legal reason, insofar as there is no liability due to intent, gross neglect, an assumed warranty, an assumed procurement risk, injury of life, body or health or significant contractual duties. This also applies to potential damage claims due to a missing supplier's declaration. A changed onus of proof to the buyer's detriment is not connected to the regulation.

7.2. The buyer's damage claims and claims for the reimbursement of expenses against the company or against the company's employees as well as agents and auxiliary person due to a breach of significant contractual duties are limited to predictable damages typical of the agreement, insofar as there is no liability due to intent, gross neglect, an assumed warranty, an assumed procurement risk or injury of life, body or health.. Significant contractual duties means duties whose breach endangers the aim of the contract, e.g. in the case of a significant delay, of a not merely insignificant breach of participation, information and confidentiality duties or of a not merely insignificant breach of duties that determines the validity or invalidity of the agreement. A changed onus of proof to the buyer's detriment is not connected to the regulation.

7.3. Demands for compensation according the Section 12 of the Product Liability Act (Produkthaftungsgesetz) are excluded except if the claimant can prove that the defects were caused in the company's sphere and are at least due to gross negligence.

#### **8. Protection rights and data protection**

8.1. The company retains the property rights of drawings and other engineering documents. Third parties may not gain access to these. Insofar as the company manufactures products based on drawings, patterns or other specifications from the buyer and thereby violates third party property rights, the buyer hereby indemnifies the company from all connected claims.

8.2. The company may process with EDP support and save the data received via the buyer in the context of business connections - even if these originate from third parties.

#### **9. Place of performance, jurisdiction and applicable law**

9.1. The company's place of business is the place of performance.

9.2. Austrian law applies. The application of UNCISG is expressly excluded. The contract language is German. The parties agree on Austrian, domestic jurisdiction. For decisions relating to all disagreements resulting from this agreement, the factually responsible jurisdiction at the company's place of business will be exclusively regionally responsible.

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HellermannTyton GmbH  
Obachgasse 6, A-1221 Vienna  
Website: [www.HellermannTyton.at](http://www.HellermannTyton.at)

Tel: +43 (0) 1 2599955 – 0  
Fax: +43 (0) 1 2599911  
E-Mail: [office@HellermannTyton.at](mailto:office@HellermannTyton.at)