

**General Conditions of Sale and Delivery  
of Gabler Band GmbH with registered office in  
4614 Marchtrenk, Bärenstraße 2**

**I. General Information**

- (1) All our offers, accepted orders, conclusions of contract and other legal statements are exclusively subject to the conditions mentioned below.
- (2) Deviations thereof, in particular by transmission of other conditions of purchase are only applicable if explicitly accepted by us in writing.

**II. Conclusion of Contract**

- (1) Our offers are always without obligo until accepted.
- (2) The order is not deemed to be finally accepted and irrevocable until we send a confirmation of order in writing after receipt of the order, where the conditions mentioned in the confirmation of order shall apply or until we send the invoice with the charged delivery or until we carry out the delivery due to the order.
- (3) The business partner is bound by our confirmation of order. If our confirmation of order deviates from the order in any form - either in writing, in oral form, by telephone or telegram, the deviation shall even be deemed accepted by the business partner if we do not receive a different reply of the business partner within 10 days after sending the confirmation of order.

**III. Delivery**

- (1) Information about delivery time are approximate and not binding.
- (2) The duty of delivery rests as long as the purchaser is in delay with due payment also resulting from any other obligations towards us.
- (3) Partial deliveries are allowed. We reserve the way and type of dispatchment. All risks, in particular the risk of accidental damage shall be transferred to the purchaser as soon as the purchase is concluded.
- (4) If the business partner - of whatsoever reason - cancels the purchase contract, which was concluded legally binding, we are entitled to request a cancellation fee of 10% of the gross sales price in case of series productions; in case of custom-made products we are additionally entitled to reimbursement of the accrued costs of production and already produced parts are available to the purchaser.
- (5) If we are responsible for delayed delivery, the business partner can either request performance or declare cancellation of contract subject to an appropriate period of grace of at least four weeks. The statement of cancellation shall in any case be sent by means of registered letter; in this case the business partner is entitled to reimbursement of the full amount of his advance payment; however, he is not entitled to claim interest or any claims for compensation of whatsoever kind due to the delayed delivery.
- (6) The purchaser shall accept the commodity of delivery on call not later than six months after placing the order unless shorter periods were agreed. After expiry of this period and in addition to further legal claims we are entitled to choose between placing an invoice for the arrears in the amount of the determined total price or to cancel the contract concerning this commodity. The storage of the commodity after expiry of this six-month-period or an agreed shorter period is at the purchaser's cost and risk. After expiry of another six-month-period we are at any rate entitled to dispose of or destroy the commodity at the purchaser's expense.

**IV. Prices, Payment**

- (1) Our prices invoiced in the respective currency are net prices plus VAT. Exclusively those prices shall apply which are valid on the day of delivery.
- (2) The purchaser shall neither be entitled to withhold the payment or a part thereof due to counter claims nor to offset counter claims including those of complaints.
- (3) In case of delayed payment the reimbursement of all collection expenses and interest of 1% per month are deemed to be agreed.

**V. Warranty / Compensation for Damages / Product Liability**

- (1) The delivered commodities shall be examined immediately upon delivery and discovered defects shall be rejected in writing within ten days; otherwise all claims are excluded. Deviations usual in trade, inevitable or otherwise reasonable ones of colour, width, weight, modulus, elasticity, shrinkage, composition of material and other quality features, further deviations of the quantity delivered from the quantity ordered in an amount of plus / minus 10% to 15% shall not be deemed as a defect and shall not effect any claims of the purchaser. Criteria, which cannot be recorded by an objective and generally recognized measuring method are not deemed to be agreed.
- (2) After processing has begun any liability is excluded. Only intent or gross negligence shall give rise to claims for damages, which shall be limited to the amount of the invoice.
- (3) If the business partner succeeds in proving that the commodity had defects, the business partner shall only be entitled to improvement free of charge effected by us or replacement delivery within an appropriate period. There is no other or further claim, in particular no claim of decreased reward of whatsoever legal basis as long as there is no additional agreement. Rights of recourse of the business partner in terms of § 933 b ABGB shall be excluded.
- (4) Force majeure like termination of delivery by our supplier without our proven fault shall release us from our obligations during the term of the incident concerned.
- (5) Our details and information about aptitude and application of the products shall not be binding at all and shall not release the purchaser from his own examinations and tests as regards aptitude of the products for the intended procedures and purposes.
- (6) All claims of warranty and liability resulting from this contractual relationship shall be exclusively regulated under Article V. The customer shall not be entitled to further claims of whatsoever kind.

**VI. Retention of Title**

- (1) We reserve the property of the delivered commodities until the purchase price and - if legally permissible - all claims at the time of delivery and future claims including incidental claims and claims for damages have been paid or until cheques and bills of exchange have been cashed without reservation.
  - (2) It is not permitted to pledge the reserved items or to transfer ownership by way of security. The purchaser shall be obliged to inform us immediately if the delivered commodities are pledged by third parties.
  - (3) The business partner assigns us his claims resulting from the resale of the reserved item delivered by us and possibly processed by the customer as a precaution until all his obligations towards us are entirely fulfilled. The business partner is obliged to note the assignment in his business books and to inform the second purchaser of the assignment by security on our request.
- Additionally, the proceeds of the sale of the reserved commodity shall be stored separately and on behalf of our name. As far as such assignments save our total claims by more than 120% without any doubt we are obliged to release the surplus of the outstanding accounts on request of the customer according to our choice.
- (4) The treatment or processing of the delivered commodities shall be effected free of charge and exclusively for us and the ownership of the items shall be transferred upon treatment or processing; the purchaser shall remain mere depository thereof and free of charge. We obtain joint ownership of the new commodities in relation of the invoice value of the commodity delivered by us to the invoice value of the rest of the commodities if commodities which are still third party property are treated or processed.

**VII. Applicable Law, Jurisdiction**

- (1) The business relationship between us and the purchaser shall exclusively be subject to Austrian law. International conventions, in particular the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not be applicable.
- (2) Our registered office is the place of delivery. The competent courts of Wels, Austria shall have sole jurisdiction.