General terms and conditions of purchase of OMICRON electronics GmbH

1. Validity

1.1 These terms and conditions of purchase apply to all payable deliveries and services which OMICRON electronics GmbH ("OMICRON") orders from its suppliers and service providers ("Contractors") in written or verbal form.

1.2 Deviating terms and conditions of the Contractor shall only be valid once confirmed in writing by OMICRON. Order placement by OMICRON without objection to any terms and conditions of the Contractor shall not be deemed as an acknowledgment.

2. Orders, order confirmation

2.1 Orders by OMICRON are placed in writing (including e-mail or fax). Verbal orders or any modifications shall remain invalid, unless confirmed in writing by OMICRON.

2.2 The Contractor shall confirm incoming orders in writing within seven days. If such confirmation is not received within this timeframe, OMICRON is entitled to withdraw from the order.

3. Delivery, packaging, acceptance

3.1 Unless otherwise agreed, all deliveries shall be "DDP" (Incoterms 2010).

3.2 All deliveries shall be appropriately packed for the means of transport used. The Contractor shall dispose of the packaging material free of charge or participate in an authorized collection and recycling system.

3.3 If a trial operation or takeover protocol is agreed, the delivery is not considered complete until it has been confirmed in writing following successful completion of the trial operation or in written confirmation in the protocol. In all other cases, the transfer of risk shall be governed by the applicable INCOTERM.

3.4 OMICRON shall inspect the goods delivered within a reasonable period and report any defects to the Contractor without undue delay as soon as they are found. Apart from this, the legal consequences of Section 377 of the Austrian Commercial Code (*Unternehmensgesetzbuch*) do not apply.

4. Billing, payment terms

4.1 All invoices shall meet sales tax requirements (including VAT identification number). Invoice recipient is OMICRON electronics GmbH, Oberes Ried 1, 6833 Klaus/Austria.

4.2 The electronic sending of invoices (as PDF attachment via e-mail) is welcome.

4.3 Unless otherwise agreed, all prices offered shall be deemed to be fixed prices including any additional services, packaging and transport costs, excluding sales tax.

4.4 The standard payment term is 30 days net. For payments within 14 days of the invoice receipt, the Contractor offers 3% discount. Agreed discounts also apply to partial invoices. If the period for discount is not met for an individual partial payment, the entitlement to discount other partial payments remains unaffected.

4.5 In the event of payment delays, a maximum default interest rate of 4% p.a. can be demanded.

5. Delay, warranty, damages

5.1 The delivery dates quoted in the quotation or order confirmation by the Contractor are binding. The Contractor shall inform OMICRON immediately of any delays to the delivery.

5.2 In the event of delays, OMICRON shall be entitled to withdraw from the order after having granted an appropriate grace period. In the case of delays caused by the Contractor, OMICRON is entitled to deduct 0.2% from the order total, however not more than 5% in total, for each started day of the delay. Claims to further damages remain unaffected.

5.3 The Contractor guarantees that the goods delivered (including software) are free from design, production and other defects and, in addition to this, correspond to recognized rules of technology as well as applicable regulations and standards.

5.4 The warranty period starts at the time of the acceptance according to Point 3.3 above. It covers three years for immovable goods and two years for movable goods, provided not otherwise agreed.

5.5 In the event of a warranty claim, OMICRON can choose to have the defect amended either through repair or replacement of the defective goods. If replacement or repair is not completed within a reasonable time period, or if such supplementary performance is impracticable or unreasonable for OMICRON, OMICRON can demand a price reduction or, in the case it is not only an insignificant defect, reverse the transaction (redhibition).

5.6 Upon fulfillment of the statutory requirements, the Contractor shall be liable for all damages and disadvantages caused by him, its employees or any third parties contracted by him. In the case of liability for minor negligence, the Contractor shall be liable for damages, excluding personal injury and damages under the product liability law, limited to three times the value of the purchasing order. In all other cases, however the Contractor's liability is not limited. In the case of legal defects (in particular violation of third party property rights), the Contractor will in any case fully indemnify and hold OMICRON harmless.

6. Property rights, confidentiality

6.1 If OMICRON provides the Contractor with plans, drawings, sketches, samples or other templates and means of assistance, these shall remain the sole property of OMICRON and are to be returned to OMICRON without being requested following successful delivery or completion of the service. Use for purposes other than the fulfillment of the order is only possible with approval from OMICRON.

6.2 The Contractor shall treat information, which he receives from OMICRON or gets access to in the course of order fulfillment, as confidential and use this exclusively to fulfill the order.

6.3 OMICRON has the exclusive rights to any inventions, which are developed by the Contractor in an OMICRON order (engineer to order) and it is at OMICRON's discretion, as to whether patent protection is applied for the respective inventions or other protection is utilized. If works subject to copyright are created or developed in an OMICRON order (including software), OMICRON shall also gain exclusive exploitation rights.

6.4 For other software products not specially created for OMICRON, OMICRON shall be granted a non-exclusive license, which can be freely transferred to companies associated with the Group. If the software product is only licensed for a specified number of users, OMICRON is however entitled to install it on any number of computers, as long as it can be ensured that no more than the permitted number of users are using the software.

7. Choice of law and jurisdiction

7.1 All relationships between OMICRON and the Contractor are governed exclusively by Austrian law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

7.2 For disputes between the Contractor and OMICRON resulting from or in connection with matters governed by these terms and conditions of purchase, the courts competent for 6800 Feldkirch/Austria shall have jurisdiction.