

General Terms and Conditions

1. Scope of Application

These terms apply to all our supplies and services and are an inseparable part of our offers and confirmations of orders. Deviations are only binding if expressly acknowledged by silicon systems seifert gmbh in writing.

2. Offer

- 2.1. Our offers are not binding.
- 2.2. Details contained in catalogues, brochures, data sheets, specifications and similar as well as other oral statements are only relevant if expressly confirmed in writing by us in the confirmation of the order.
- 2.3. The adequate expense allowance for drawings, sketches or samples, calculations and simulations made is to be reimbursed to us even if the planned order will not be given.

3. Conclusion of Contract

The contract is deemed to be concluded the moment that we have mailed the written confirmation of the order or effected the supply. Modifications and amendments of the contract require the written form in order to be valid.

4. Prices

- 4.1. Price offers will be binding the moment that we have confirmed them in writing indicating the scope of supply. Any supplies or services exceeding such scope of supply may be invoiced by us separately. Unless otherwise noted, all our offers are valid for two weeks from submission date.
- 4.2. To the extent not otherwise agreed in writing prices are ex works resp. our storehouse excluding packaging, loading, insurance and VAT. In case in connection with the supply fees, taxes or other levies are raised, they are to be borne by buyer. If supply including delivery is agreed prices are to be understood without unloading and carrying. Discounts, rebates, credit items etc. are computed on the basis of the sales price excluding VAT.
- 4.3. We are entitled to adapt the prices if the order deviates from a total offer or if the costs have changed till the date of supply. In case of conclusion of contract leaving the prices open the prices at the day of supply or completion of supply will be invoiced.
- 4.4. In addition, we are entitled to invoice additional costs for delay not caused by us, mainly for clarification of technical or legal prerequisites for the supply or because of extra hours, night or Sunday works requested by buyer.

5. Supply

- 5.1. The term for supply according to confirmation of order begins after clarification of all technical and legal prerequisites by buyer.
- 5.2. Mode and route of dispatch are decided by us to the extent no other written agreement exists. To the extent not agreed differently the price risk passes to buyer in case of his default in

acceptance at the time when we are ready for dispatch.

- 5.3. Packing will be invoiced at self-costs and will not be taken back.
- 5.4. In case the term of delivery is exceeded because of our fault buyer is entitled to withdraw from the agreement, allowing a period of grace of four weeks. Such period starts the day that we are served the declaration of withdrawal of buyer to be sent by registered mail. Any compensatory claims of buyer because of delayed supply or in case of withdrawal, to the extent allowed by law, are excluded.

6. Performance and Passage of the Risk

- 6.1. Profit and risk pass to buyer the moment the object to be supplied leaves our storehouse.
- 6.2. Extra agreements on examination of quality or specimen products do not affect the regulations on the place of performance and the passage of the risk.
- 6.3. All additional services necessary for the performance of the contract not reserved in the confirmation of the order to be borne by us are to be carried out at buyer's own costs.
- 6.4. Materials to be acquired by buyer irrespectively of which kind are to be delivered free works to us. Our receipt is no confirmation of the correctness of the kind and quantity described as supplied. Upon our request buyer is obliged to reimburse to us immediately the costs and storage fees in connection with counting and quality examination.
- 6.5. Any manuscripts, originals, drafts, sketches, samples, models, films and other documents or goods handed to us are kept at the exclusive risk of buyer. The insurance of such goods against what risk ever is within the sole responsibility of buyer. We are relieved from any liability for damages or loss of such items, for what reason ever, except in case of gross negligence for damage or loss.

7. Payment

- 7.1. Payments are to be effected by bank withdrawal (debiting) or bank transfer within 30 days after accounting without any deduction, free at our address for payment in the currency named in the invoice.
- 7.2. Buyer is not entitled to withhold payments for guarantee or other claims of what kind ever or to set off with counterclaims.
- 7.3. In case buyer is in delay with his payment or other services, we may
 - postpone the performance of our obligations till the delayed payments or other services have been effected
 - make use of an adequate extension of the time for delivery
 - invoice costs for the reminder at the amount of € 10,- (second reminder) and € 40,- (third reminder) as well as upon maturity default interest of 8% above the actual basic interest rate
 - withdraw from the agreement in case an adequate period of grace is disregarded

- in any case invoice costs prior to litigation like costs for reminders and lawyers.

- 7.4. Rebates, discounts or bonifications depend on the complete payment in due time.
- 7.5. Till all our claims out of the mutual legal transaction with buyer are fully liquidated including interests and price the goods remain our property.

8. Warranty

- 8.1. In accordance with the following regulations we are obliged to remedy eventual defects impairing functionality during the two year warranty period of the items supplied, having existed already at the time of delivery and being based on defective design or manufacturing by us or the materials supplied by us.
- 8.2. Warranty is only granted if buyer immediately reports the defects appeared in writing with detailed description. Defects affecting a part of a shipment cannot lead to the objectioning of the total shipment. In case of justified complaint for defects it is within our discretion to either replace defective goods or defective parts or to choose subsequent improvement, have the defective part sent to us for subsequent improvement or grant adequate price reduction. From the moment of discovery of the defect on by buyer any further disposition concerning the goods without our express consent is not permitted. If buyer, however, does dispose he thus waives eventual claims for warranty with regard to us. Defects, which are not reported immediately the latest within three days after the goods have been received at the point of destination in writing, including exact description of the defect, are deemed to be accepted.
- 8.3. To carry out works for warranty in the company of buyer he has to make available to us the required auxiliary workers, materials and tools free of costs. Buyer has to take all other necessary measures at his place to allow us to implement the works for warranty.
- 8.4. Excluded from the warranty are defects caused by overstress, negligent or improper treatment or assembly work of third parties. We, in particular, are not liable for damages by acts of third parties, atmospheric discharges, over voltage and chemical influences. Parts subject to normal attrition are excluded from warranty.
- 8.5. Warranty ceases to exist immediately if the object delivered is altered or overhauled. Works and supplies because of warranty do not extend the warranty period.
- 8.6. Returning the defective goods, except samples of defective goods required by us, is not admitted without our prior written approval. In case goods should nevertheless be returned all resulting costs, caused to us, are to be reimbursed. Acceptance of the returned goods does not grant buyer any claims or other legal consequences. Also our examination of the defect does not entitle buyer to any claims or legal consequences. The risk for the usability of the goods for a certain purpose or in a certain way is borne by buyer unless we have made a different written promise.

9. Compensation

To the extent not differently provided in the subject conditions our liability is in all cases limited to such damages having appeared at the object of our supply. Any further compensation, most of all for consequential harm caused by the defect is excluded unless in case of our gross negligence.

- 9.1. Buyer has to pass on the limitation of our liability to his customers who in their turn are obliged to pass it on to the end user, so that the validity of our limitation of liability to the end user is safe guarded.
- 9.2. In case eventual conditions for assembling, taking into operation and use (as contained for example in the operation manual) or official conditions for approval are not met any compensation is excluded.

10. Consequences of Default and Withdrawal

- 10.1. In case we are in delay in delivery through our gross fault though having been granted adequate period of grace in writing buyer may withdraw from the agreement.
- 10.2. Force majeure affecting us or one of our sub-suppliers entitles us to interrupt the supplies for the duration of the impediment and an adequate period of restarting or, corresponding to its effects, partially or completely withdraw from the agreement. In case shipment is delayed because of the effects of force majeure for more than three months buyer is entitled to withdraw from the affected part of the supply by registered mail within two weeks.
- 10.3. In case solvency proceedings are instituted or an application for bankruptcy is refused for lack of assets of our buyer we are entitled to withdraw from the agreement without allowing a period of grace.
- 10.4. Aside from our claims for compensation in case of withdrawal we are entitled to claim payment of supplies shipped and services rendered so far as well as for the preparatory actions taken with regard to the agreement, even if the agreement has only been partially completed.

11. Trademarks and industrial Property Rights

We are entitled to print a company or trade mark name onto the products to be manufactured even without express approval of buyer. In general our goods are marked with a trade mark or company logo. In case such goods are further processed or mixed with other products, the marks mentioned above may in the following only be used upon our prior written approval.

12. Industrial Property Rights and Copy Right

- 12.1. We reserve all rights with regard to the drafts, offers, projects and pertinent drawings, images and descriptions used by us. Such documents must not be used by buyer in a manner beyond the content of the agreement. They must particularly not be copied or made accessible to third parties. Upon our request they are to be returned to us immediately. Buyer has to return such documents without being requested and immediately to us if the order is placed elsewhere.

12.2. Buyer is obligated to keep us free of harm and claim with regard to all claims from third parties for violation of copy rights, creative services protection rights, other industrial property rights or personality rights made against us.

13. Forum and applicable Law

For any dispute arising out of this contract directly or indirectly - including such on its existence or non-existence - the jurisdiction of the court of general jurisdiction in 1010 Vienna having jurisdiction is agreed. This agreement is subject to Austrian Law. The application of the UN sales convention is excluded. To the extent not having been agreed differently in writing the "INCOTERMS", 14. as amended, are to be used to interpret the contractual clauses used.

14. General

Using or reselling our goods, buyer is responsible that all relevant legal and official provisions are met. In case one or several stipulations in the subjects conditions should be void or legally in-effective or loose there effectiveness through later events or in case both parties unanimously state a gap in the agreement, this does not affect the validity of the remaining stipulations. In such case the contracting parties agree to supplement the agreement by a stipulation corresponding with the legal and business purpose of the invalid or incomplete stipulation.

Version: July 2020