

## General business, delivery and licence terms and conditions (hereinafter also "T&Cs")

Dorner Electronic GmbH  
Kohlgrub 914, 6863 Egg, Austria  
(hereinafter "Dorner")

### 1. Scope and conclusion of contract:

- 1.1. The conditions in the following relate to all orders accepted and fulfilled by us and are considered as recognised and legally binding on the award of an order by our customer, also in the case that conflicting conditions are not expressly rejected by us. Conflicting conditions from the customer do not form part of the contract.
- 1.2. In principle, our staff are not allowed to make pledges at variance from our conditions due to lack of appropriate authority. In such a case we expressly reserve the right to withdraw from the contract.
- 1.3. Quotations are in principle made in writing. They are not binding. The order accepted by us is based solely on the scope and content of the purchase order, including the specification provided.
- 1.4. If our customer is a prime contractor and also passes on this product to the end customer on the completion of the order, the prime contractor already has the obligation to inform the end customer in a demonstrable manner about these T&Cs and the Dorner licence conditions, and to transfer these provisions to the end customer in a legally binding manner. On this aspect the customer will indemnify us in full for any damages and claims.

### 2. Service provision:

- 2.1. Our customer expressly confirms to have checked, prior to conclusion of the contract, the scope of the services as per the agreed specification for the required programs and program modules.
- 2.2. The customer is informed that with the current technology it is not possible to fully exclude bugs in software. As a rule the software is patched by means of updates with which bugs identified by the customer and by the software manufacturer can be rectified. Reasonable realisation times in relation to a bug are to be accepted for the preparation of the updates. Dorner must ensure compliance with the functional and performance features as stated in the valid product description on the conclusion of the contract or that have been specifically agreed. Technical data or quality descriptions published by Dorner do not represent any guarantee, unless they are expressly confirmed as such by Dorner.

### 3. Delivery times and deadlines (installation):

- 3.1. Our customer is furthermore responsible for ensuring our engineers can correctly install the product ordered on site. Agreed delivery dates will be postponed if our customer should fail to meet his obligations – also from other business transactions with us – or until all technical and contractual details have been fully clarified in advance and the statutory prerequisites for implementation have been established. We are allowed to make partial deliveries. Each partial delivery is in principle an independent business transaction.
- 3.2. If our customer does not accept the goods provided in accordance with the contract in the agreed place and/or at the agreed point in time and the delay is not caused by us, we can either demand immediate fulfilment or, on setting a period of grace for acceptance, withdraw from the contract.
- 3.3. In the case we do not fulfil on schedule, our customer must also grant us a reasonable period of grace of at least 3 weeks.

### 4. Handover and acceptance:

- 4.1. In principle utilisation and risk pass to our customer with the despatch of the delivery "ex-works". This statement also applies if the delivery is made in the context of an installation or if the transport is undertaken, organised and/or managed by our customer. On customer request we will organise on the customer's behalf and at the customer's expense the shipment of the goods from the factory to the destination address defined by the customer.
- 4.2. Our customer must ensure that all immission measures and safety devices necessary on site are available.
  - For example, our customer must ensure that voltage fluctuations in the power supply are within a tolerance of +/- 5 %.
  - Our customer is solely and exclusively responsible for the disposal of waste at the place of installation.

### 5. Place of fulfilment, acceptance, price index:

- 5.1. Egg applies as the place of fulfilment for all services. Point 4.1 applies for transfer of risk.
- 5.2. Changes to the order awarded and/or additional orders awarded to our staff at the place of fulfilment are considered supplementary orders and are will be charged separately to the customer. The prices are subject to the consumer price index 2010 (VIP 2010) (published at [www.statistik.at](http://www.statistik.at)) where the initial figure is agreed as the figure for the month the contract is signed. For the related index increase to be applied annually, the index figure in November of the previous year applies such that the fee for the current year is calculated using the index from November of the previous year. The full annual fee (annual charge) is due for payment in advance on submission of the invoice in January of the current year.
- 5.3. Acceptance by our customer must take place without delay on notification of completion, however at the latest within 3 days, otherwise acceptance is considered as granted on completion of implementation. An acceptance report is to be prepared after an acceptance check. If not otherwise agreed, our customer bears the costs for the acceptance check to be undertaken, e.g. travel costs, expenses and allowance, as well as accommodation.

**6. Retention of title:**

- 6.1. Until the full purchase price has been paid, we retain the title to the items supplied (simple retention of title). For deliveries to states in which extended retention of title can be agreed in a legally effective form, the following extended retention of title applies in addition: We retain the title to all goods supplied or otherwise provided until claims are discharged, including those that arise in the future, in particular also balance claims from an open account that are due to us from the customer for whatever legal reason. This statement also applies if payments are made against specifically designated claims.
- 6.2. In case of delayed payment we are entitled to make use of the agreed retention of title and to collect the goods without this action representing withdrawal from the contract.
- 6.3. Our customer has the obligation to make book entries indicating the retention of title and to inform us without delay of any claims made by third parties (in particular seizures or similar) to retained goods or assigned claims. The assignment of the customer's claim to us is also to be documented in suitable form (where a suitable method is a book entry) and is to be made known to the contractual partner's customer, at the latest on billing the customer. In such a case the customer must inform third parties of our rights and reimburse us for all costs related to safeguarding our rights including legal fees.

**7. Warranty:**

- 7.1. The warranty period starts at the time of the transfer of risk (point 4.), in the case of services on the date of acceptance (point 5). Dorner grants the customer a warranty period of 36 months on standard Dorner software and 12 months on customer-specific modifications.
- 7.2. For new Dorner products we give our customers the DornerService Guarantee including the consulting package free of charge for 12 months, provided the customer accept Dorner's conditions.
- 7.3. A warranty is granted for upgrades to the Dorner control system for 12 months if the software was still installed on an old operating system (for instance Windows NT to XP or Windows NT to Windows 7).
- 7.4. As a reseller of commodities (for instance printers, graphic cards, PCs) we only provide a warranty and accept liability in accordance with the scope of the liability of the manufacturer, supplier works and/or producer.
- 7.5. Further guarantees or warranties beyond that stated in point 7.1 to 7.3. and/or payments are not made by us unless expressly otherwise agreed.
- 7.6. Warranty is provided for expressly stipulated characteristics of our products and/or for those characteristics that form normal prerequisites, but not for the suitability for specific processes or purposes at the customer.
- 7.7. Warranty claims are immediately rendered void in any case on repair by the customer, in particular if the customer interferes with the system or even installs other software.
- 7.8. It is expressly agreed that the travel costs between us and the customer are also to be met in full by the customer in the case of fulfilment of warranty claims.

**8. Rectification of defects:**

- 8.1. The products delivered by us are to be checked without delay after delivery (handover) by the customer and a detailed report on any defects is to be sent to us without delay (also as fax, e-mail in signed form or as PDF file). The report must be made in writing at the latest within 3 working days of delivery (handover, acceptance, point 5). Hidden defects are to be reported without delay after detection.
- 8.2. In the case of defects that can be rectified we are entitled to offer, at our discretion, improvement, additional supply of missing items, replacement of the goods (products) subject to complaint, or a price reduction. Any further claims against us, in particular the right to conversion, claims for damages and/or substitute performance, are excluded. Specific reference is made to point 2.2.
- 8.3. In the case of defects that cannot be rectified we are entitled to offer, at our discretion, replacement of the products subject to complaint, or a price reduction. Any further claims against us, in particular the right to conversion, claims for damages and/or substitute performance, are excluded.
- 8.4. Notifications of defects are not recognised if the products are not in the contractually agreed location or in the same state as on delivery. It is only allowed to return products subject to complaint with our express written approval.

**9. Liability:**

9.1. Liability on the part of Dorner for damages or economic losses due to ordinary negligence is excluded. Liability for claims for consequential damages as well as unrealised savings is excluded. Claims for loss of interest and/or damages from claims made by third parties against our customers are excluded. Liability is limited to the value of the related contact (invoice amount).

**10. Governing law and court of jurisdiction:**

10.1. For disputes arising from contracts with our contractual partners, the related court (Bezau/Feldkirch) responsible for Egg is exclusively responsible. Egg applies as the place of fulfilment for delivery and payment for all contracts concluded.

10.2. The material law of Austria in the version applicable at the time of contract conclusion applies to the contract as well as to these general business, delivery and licence terms and conditions.

**11. Miscellaneous:**

11.1. Should individual provisions of the contract or these general terms and conditions be completely or partially ineffective, the rest of the provisions remain effective. In the case of partial ineffectiveness, the contractual parties undertake the obligation to replace the ineffective provisions with provisions that correspond as closely as possible to the purpose of the ineffective provision.

11.2. In accordance with the current WEEE ordinance the customer declares already that adequate measures will be taken, in the case the electrical and electronic equipment procured from us ceases to form part of the customer's assets, to ensure the equipment is handed over on our behalf and in our name to an authorised collection service or dealer in such waste and the customer will also meet the related costs.

11.3. For the case that contracts or the general business, delivery and licence terms and conditions are prepared by us in German and in another language, the provisions in the German version have priority. For contracts in English our general business and delivery terms and conditions in English apply.

Dorner Electronic GmbH