



General Terms and Conditions of TELE Haase Steuergeräte Ges.m.b.H.

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| <p>1. General provisions / scope of application</p> <p>1.1 To the extent not agreed otherwise in writing, TELE Haase Steuergeräte Ges.m.b.H. (TELE Haase) will sell and provide the goods and services (supplies) offered by it to third enterprises (customers), and TELE Haase will obtain goods and services (purchases) from third enterprises (vendors), according to the following General Terms and Conditions (GTC) as amended at the time when the relevant contract is entered into, and any general terms and conditions of business and other deviating regulations of the respective customer or vendor shall be excluded.</p> <p>1.2 TELE Haase reserves the right to change these GTC at any time. The amended GTC will be made available on the website of TELE Haase (www.tele-online.com) and will apply to any and all contracts entered into as from the date they are first made available.</p> <p>1.3 Customers and vendors will be referred to as contracting partners in any provisions of these GTC addressing customers and vendors alike. The contracting partners of TELE Haase are entrepreneurs (<i>Unternehmer</i>) as defined in sec. 1 para. 2 of the (Austrian) Consumer Protection Act (<i>Konsumentenschutzgesetz, KSchG</i>).</p> <p>1.4 Supplemental to these GTC, the following sets of rules shall apply:</p> <p>a) to any and all supplies of software and to rendering related software services: the then-current version of the General Terms and Conditions for Software Transactions issued by the Association of the Austrian Electrical and Electronics Industries (FEEI) (downloadable at http://www.feei.at/);</p> <p>b) to any and all installation and assembly services to be performed by TELE Haase: the then-current version of the general terms and conditions for field service of the Austrian high and low-voltage industry (<i>Allgemeine Montagebedingungen der Starkstrom- und Schwachstromindustrie Österreich</i>) issued by the Association of the Austrian Electrical and Electronics Industries (FEEI) (downloadable at www.feei.at);</p> <p>c) to any and all supplies and purchases made by TELE Haase: the INCOTERMS 2010 for the interpretation of the delivery conditions indicated in the order confirmation / vendor order.</p> <p>1.4.2 Wherever the General Terms and Conditions for Software Transactions and/or the general terms and conditions for field service (<i>Allgemeine Montagebedingungen</i>) indicated in this clause 1.4 and the INCOTERMS 2010 contain regulations contradicting these GTC, the regulations contained in these GTC shall prevail.</p> | <p>2. Contract formation</p> <p>2.1 <u>In case of supplies made by TELE Haase to customers</u></p> <p>2.1.1 Offers submitted by TELE Haase are without engagement and non-binding. TELE Haase reserves the right to make technical changes.</p> <p>2.1.2 Customers may place orders with TELE Haase by telephone, email or telefax. The contract will be deemed entered into upon TELE Haase having sent a written order confirmation by email or telefax. The scope of the contractual obligations of TELE Haase shall be determined by the order confirmation.</p> <p>2.1.3 If after entering into the contract TELE Haase subsequently comes to harbor reasonable doubt as to the customer's solvency, TELE Haase shall have the right to opt either for demanding that the customer make payments in cash or furnish security or for withdrawing from the contract.</p> <p>2.2 <u>In case of purchases made by TELE Haase from vendors</u></p> <p>2.2.1 Offers submitted by the vendor shall be binding for a term of at least two months.</p> <p>2.2.2 Purchase orders placed by TELE Haase shall be binding only if they are placed in writing by email or telefax.</p> <p>2.2.3 Purchase orders placed by TELE Haase have to be confirmed by the vendor in writing by email or telefax. The contract will be deemed entered into upon TELE Haase receiving such confirmation.</p> <p>2.2.4 The vendor's written confirmation must be received by TELE Haase within 2 working days as from the order date. Upon expiration of this period, the order will be deemed to have been accepted at the conditions stipulated in the purchase order unless the vendor has declined the order in writing.</p> <p>2.2.5 In case the confirmation provided by the vendor deviates from the purchase order placed by TELE Haase, the contract shall take effect only if TELE Haase either acknowledges the deviations in writing by email or telefax or does not object to them within 10 working days.</p> <p>2.2.6 TELE Haase will not refund the costs of preparing any offers.</p> <p>3. Delivery periods</p> <p>3.1 <u>In case of supplies made by TELE Haase to customers</u></p> <p>3.1.1 Unless deviating provisions are agreed in writing, partial deliveries and collective deliveries shall be permissible.</p> <p>3.1.2 Unless a binding delivery date or a binding delivery period has been expressly agreed in writing, times</p> |
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- specified by TELE Haase for the supply of goods and performance of services are non-binding.
- 3.1.3 In case TELE Haase is at fault for any delay in the supply of goods and performance of services, the customer shall be authorized to set a reasonable grace period of not less than 14 days by written notice and to withdraw from the contract after this period has expired without supply or performance having been effected.
- 3.2 In case of purchases made by TELE Haase from vendors
- 3.2.1 Partial deliveries require the consent of TELE Haase.
- 3.2.2 The times for the supply of goods and performance of services communicated by the vendor on offers, order confirmations or otherwise are binding and may be extended only with the written consent of TELE Haase.
- 3.2.3 If a delay in the supply of goods and performance of services is impending, the vendor shall notify TELE Haase of this circumstance in writing without delay, specifying reasons. In such case, TELE Haase shall have the right to withdraw from the contract with immediate effect. Any loss or damage incurred by TELE Haase as a result of a delay on the part of the vendor shall be borne by the vendor.
- 3.2.4 If the time agreed for the supply of goods and performance of services is not complied with for reasons other than force majeure, TELE Haase shall moreover have the right to claim a no-fault penalty of 2%, which shall be capped at 20% of the total contract value of the respective supply, for every week or fraction of a week by which supply by the vendor is delayed. Payment of the penalty shall not affect the right to claim damages, if any.
- 3.2.5 If the supply deviates from the purchase order placed by TELE Haase, the vendor shall reimburse TELE Haase for any and all costs (including consequential damage) arising on account of such non-conforming supply.
- 4. Prices and terms of payment**
- 4.1 In case of supplies made by TELE Haase to customers
- 4.1.1 The prices quoted by TELE Haase are without engagement and do not include VAT, packaging, shipping or other additional costs (e.g. for certificates of origin). Should prices rise during the time between offer and supply, TELE Haase shall have the right to adjust the prices accordingly.
- 4.1.2 If no payment terms have been agreed, invoices shall be paid within 14 days of the invoice date, without any deductions, by remitting the respective amount to one of the accounts designated on the invoice in the currency of the invoice. Any set-off with an amount owed to the customer is prohibited unless TELE Haase gives its written consent to such set-off in a given case.

- 4.1.3 In case of supplies where the net value of goods is less than EUR 100.00, TELE Haase shall have the right to charge a small-quantity surcharge in the amount of EUR 15.00.
- 4.1.4 If several supplies have been agreed, TELE Haase is not obligated to make delivery under this contract or under any further contracts in the event of a delay in payment on the part of the customer. In such case, any and all payment liabilities from the business relationship with the customer shall fall due for payment immediately, and TELE Haase shall have the right to demand advance payment to be made concurrently with the supply of goods under all existing purchase contracts.
- 4.2 In case of purchases made by TELE Haase from vendors
- 4.2.1 Unless otherwise indicated in the purchase order, the prices quoted shall be fixed prices which include packaging and shipping to the delivery address specified by TELE Haase, in accordance with the INCOTERMS regulation CPT (Carriage Paid To). Should prices fall during the time between offer and supply, such price reduction shall be passed on to TELE Haase in full.
- 5. Place of performance, shipping, passing of the risk**
- 5.1 Unless a different place of performance is agreed, the place of performance shall be at the registered offices of TELE Haase with business address at Vorarlberger Allee 28, 1230 Vienna.
- 5.2 In case of supplies made by TELE Haase to customers
- 5.2.1 Unless expressly requested by the customer to do so, TELE Haase will not insure the goods to be supplied against breakage, transport and fire damage. The risk of accidental destruction or accidental deterioration of the goods shall pass to the customer upon delivery, it being understood that, in case of a sale by dispatch (*Versendungskauf*), delivery shall mean delivery of the goods to the forwarding agent, the carrier or to any other person designated to execute the dispatch.
- 5.3 In case of purchases made by TELE Haase from vendors
- 5.3.1 The purchases shall be supplied and shipped to the specified delivery address, free of all fees and charges, at the expense and risk of the vendor. The goods to be supplied must be appropriately packed in a manner suited for transport, in compliance with any special instructions that may have been given by TELE Haase. A delivery note indicating all order data must be attached to the consignment.
- 5.3.2 The supply will be deemed completed only when the ordered purchase, together with all agreed documents, has rightfully passed into the possession of TELE Haase at the agreed delivery address. Each supply must come with any and all data sheets, assembly, installation and processing notes, directions for use and operating instructions and

other agreed documents enclosed. The delivery note, which must specify the number of packages making up the consignment, has to be affixed to the outside of the packaging in a manner suited for transport.

6. Reservation of title on the part of TELE Haase in case of supplies made to customers

6.1 Also after shipment and delivery, the goods shall remain the property of TELE Haase until full payment has been made. The customer is entitled to re-sell such reserved goods in the ordinary course of business as long as the customer has not fallen into arrears. Pledging or transfer by way of security shall not be permissible. Already upon conclusion of the contract, the customer assigns to TELE Haase by way of security any claims that may arise in respect of the reserved goods from their re-sale or on other legal grounds.

6.2 In the event of the reserved goods being attached by third parties, the customer is obligated to notify TELE Haase without delay and to indemnify TELE Haase from and against any cost and damage. In the event of any failure to conform with the contract, including without limitation any delay in payment, TELE Haase shall have the right to take back the reserved goods or to demand that any claims for restoration of property that the customer may have vis-à-vis third parties be assigned to TELE Haase. Taking back the reserved goods shall not be deemed to constitute withdrawal from the contract.

7. Warranty

7.1 In case of supplies made by TELE Haase to customers

7.1.1 Unless special warranty periods have been agreed for individual goods, TELE Haase warrants for a term of 12 months from supply that the goods and/or services supplied or performed by TELE Haase are free from defects.

7.1.2 The warranty of TELE Haase is limited to at first providing improvement of or substituting the supply, at its option. The warranty period shall be determined solely by clause 7.1.1, even in case a defect is remedied within the scope of the limited warranty under this clause 7.1.

7.1.3 The customer has the obligation to check the goods and/or services supplied or performed by TELE Haase for defects after receiving the supply and before performing any repairs or processing activities. If the customer finds the supply to be defective, TELE Haase has to be informed of the identified defects by written notice to be given without delay, in any case within 5 working days as from receipt of the supply. Written notice of any hidden defects shall be given to TELE Haase within 5 working days after such hidden defects have been discovered. Compliance with the notification period will be determined exclusively by the date when such written notice has been received by way of the Return-Material-Authorisation (RMA) process that is available on the website of TELE Haase (www.tele-online.com).

7.1.4 If notice of identified defects is not given in due time, the customer shall not be entitled to raise claims based on warranty (clause 7.1) and/or compensation of damage (clause 8.1). The customer bears the burden of proving any and all conditions of entitlement, including without limitation the defect as such, the time when the defect was present (proving in particular that the defect was already present at the time of delivery) and the timeliness of the notice of defects.

7.1.5 Warranty claims cannot be derived from information provided in catalogs, leaflets, promotional literature and written or oral statements not incorporated into the contract.

7.2 In case of purchases made by TELE Haase from vendors

7.2.1 The statutory warranty provisions shall apply to purchases made by TELE Haase, subject to the following qualifications:

7.2.2 The duty to submit a notice of defects (*Mängelrüge*) pursuant to sections 377, 378 of the (Austrian) Commercial Code (*Unternehmensgesetzbuch, UGB*) is excluded.

7.2.3 The statutory warranty period of 24 months shall begin to run on the day when TELE Haase takes delivery of the goods and services supplied or performed by the vendor. If acceptance testing has been agreed, the warranty period shall begin to run upon acceptance being completed. In case of substitute delivery or any other remedying of defects, the warranty period for the affected supplies shall recommence after the taking of delivery or acceptance and such new warranty period shall also apply to any defects that had not yet been discovered.

7.2.4 If out-of-court written notice of defects is given by TELE Haase by telefax or email within the warranty period, the respective warranty claim will be deemed adequately raised within the relevant period.

8. Compensation of damage

8.1 In case of supplies made by TELE Haase to customers

8.1.1 Outside the scope of application of the Austrian Product Liability Act (*Produkthaftungsgesetz*), the liability of TELE Haase and its vicarious agents (*Erfüllungsgehilfen*) for supplies made to customers shall be limited to harm caused willfully or by gross negligence.

8.1.2 The liability of TELE Haase concerning supplies in cases where harm is caused by gross negligence is limited to the lower of three times the unit price specified in the order confirmation for each unit of the supply or to EUR 10,000.00.

8.1.3 Any liability of TELE Haase for harm caused by slight negligence as well as any compensation of purely pecuniary damage, indirect damage, loss of production, financing costs, loss of data or information, lost profit, lost savings or loss of interest, or of damage incurred due to claims being

raised against the customer by third parties are excluded.

8.1.4 Claims for damages can be raised by the customer only within six months of gaining knowledge of the damage and the party at fault.

8.1.5 The customer must prove in each case that the damage is due to fault on the part of TELE Haase.

8.2 In case of purchases made by TELE Haase from vendors

8.2.1 The vendor shall fully indemnify and hold TELE Haase harmless in respect of any and all warranty claims and/or claims for damages brought against TELE Haase that were caused by the goods supplied to TELE Haase.

8.2.2 Insofar as the vendor is entitled to raise claims against third parties (e.g. upstream vendors) on the basis of or in connection with the supply of defective goods to TELE Haase, the vendor undertakes to assign such claims to TELE Haase upon the latter's request.

9. Impossibility in case of supplies to be made by TELE Haase to customers

9.1 If, for any reason whatever, all or part of the supply of goods or performance of services TELE Haase owes to a customer is made impossible or delayed, TELE Haase shall have the right to withdraw from all or part of the contract.

9.2 If withdrawal from the contract is due to impossibility, the customer shall not be entitled to raise claims for damages.

10. Protection of intellectual property

10.1 In case of supplies made by TELE Haase to customers

10.1.1 The intellectual property owned by TELE Haase in and in connection with supplies made by TELE Haase (including plans, sketches and other technical documents and software including its source code) shall remain with TELE Haase in its entirety.

10.1.2 If a supply made by TELE Haase has been manufactured on the basis of design information, drawings, models or other specifications provided by the customer, the customer shall fully indemnify and hold TELE Haase harmless in respect of claims raised by third parties in connection with the infringement of protective rights.

10.2 In case of purchases made by TELE Haase from vendors

10.2.1 The vendor is obligated to fully indemnify and hold TELE Haase harmless in respect of all disputes involving patents, trade marks, models and designs or copyrights that may arise in connection with the supply of goods and/or performance of services. The vendor guarantees in particular that the supplies can be used, communicated or exploited by TELE Haase as TELE Haase may see fit.

10.2.2 Unless deviating provisions are laid down by express written agreement, the vendor grants TELE Haase an unrestricted, transferable right to use any and all intellectual property rights related to the supply of goods and/or performance of services.

10.2.3 Any drawings, designs, models, software together with the source codes and other auxiliary resources handed over by TELE Haase to the vendor shall remain the material and intellectual property of TELE Haase, to be used by TELE Haase as it sees fit, and may be passed on to third parties by the vendor only after having obtained the prior written consent of TELE Haase. After the contract has been fulfilled, the vendor shall return to TELE Haase or destroy any and all documents and data provided by TELE Haase and any copies that may have been made thereof.

11. Non-disclosure

11.1 The contracting partner undertakes to keep secret any information of which the contracting partner becomes aware in connection with the purchase order or supply, to the extent such information is not in the public domain or has not otherwise come to be lawfully in the hands of the contracting partner. Any information the contracting partner may become aware of shall only be used by it for the purpose of fulfilling the contract. The contracting partner has to protect such information from being accessed by third parties and to also impose this non-disclosure obligation on the contracting partner's employees, vicarious agents and subcontractors to whom the information has been entrusted. This non-disclosure obligation shall survive the termination of the contract.

12. Orders placed by customers in the web shop

12.1 The parties agree that the information duty pursuant to sec. 10 of the (Austrian) E-Commerce Act (*E-Commerce Gesetz*) shall not apply to contracts brought about by orders being placed by customers in the web shop of TELE Haase at www.tele-online.com.

13. Assignment of rights and duties

13.1 Subject to any deviating provisions that may be contained in the contracts, TELE Haase shall have the right to assign any of its rights and duties under the contracts with the contracting partners to third parties by giving prior written notice. The contracting partner shall not assign its rights and duties under contracts with TELE Haase to third parties without obtaining the prior written consent of TELE Haase.

14. Final provisions

14.1 Any changes to the underlying contract and to these GTC shall only be valid if made in writing; this shall also apply to any waiver of this requirement of the written form. Oral commitments of all kinds shall take effect only upon written confirmation by TELE Haase.

14.2 To the extent permitted by law, any and all contracts entered into with TELE Haase and all non-



contractual obligations arising out of or in connection with these contracts, as well as these GTC, shall be governed by the substantive law of Austria, to the exclusion of the conflict rules of private international law referring the matter at hand to a foreign jurisdiction and of the provisions of the UN Convention on Contracts for the International Sale of Goods.

- 14.3 The place of jurisdiction for all disputes directly or indirectly resulting from the contract shall be Vienna, Austria. However, TELE Haase shall also have the right to raise claims against customers having their

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As of: February 2013

registered office in the Federal Republic of Germany at the optional place of jurisdiction Munich, Germany.

- 14.4 If individual provisions of the contract with the contracting partner including these GTC are or become ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby. The regulation that is ineffective as a whole or in part shall be replaced by a regulation the economic outcome of which is as close as possible to that of the ineffective provision.