

General Term and Conditions – Purchase Conditions

Edition 2004

For all orders by FASEK following conditions are stipulated for the relation with suppliers and consignees when no other conditions had been agreed.

Common

- 1.1. Verbal side-agreements, warranties, additions to orders and changes in orders are legal relevant only with written confirmation by FASEK. The submission of offers do not permit the supplier/manufacturer for any demands toward FASEK and are consequently free of charge.
- 1.2 General Conditions of suppliers are only accepted, when explicitly confirmed by FASEK in written, and are in case of order or order acknowledgment not automatically part of the contract.
- 1.3 All offers are generally non-binding. The quotations of the suppliers/manufacturers have to be in full compliance with the text of enquiry and to include the specific order number or project title. In case the quotation includes own Terms and Conditions of the supplier/ manufacturer these conditions are not binding for FASEK.
- 1.4 Drawings, models, plans and various documents and informations on paper or electronically are subject for distribution to FASEK`s customers and for quotations to be copied, used and processed by FASEK.
- 1.5 Gauging certificates, works certificates and other documentations have to correspond with respective legal basis of the final destination country. In case the supplier/manufacturer is not aware of the local regulations it becomes his duty to react immediately in written form for clarification. Special documentations and inspections to be carried out are not subject for price increases unless it was explicitly accepted by FASEK.

Prices and Payment Conditions

- 2.1 Prices are firm, except stated in the order acknowledgment on ex-works basis, including packing and loading.
- 2.2 Prices are without VAT but inclusive all taxes relevant for the bidder. In case additional taxes and charges have to be levied, the total value will be reduced by this amount.
- 2.3 Payments are to be made after complete delivery of not damaged material. The complete delivery includes also all relevant documentations, transport documents and certificates. Partial delivery is to be accepted by FASEK.
- 2.4 To retain payments due to claims or defects is accepted up to final clarification of the subject.
- 2.5 For late delivery which results in a loss for FASEK or FASEK`s customer, FASEK is entitled to require a penalty up to 1% per week with a maximum of 5% of the total contract value, without prejudications of additional pretensions resulting of costs for late deliveries or claims for compensation.

Warranty and Liability

- 3.1 The supplier/manufacturer have to guarantee that all deliveries and achievements are in perfect conditions and quality.
- 3.2 The material have to meet the regulations of the latest standards of technique. Regulations and valid norms have to be fulfilled according to the laws of the purchasers country.
- 3.3 It is the suppliers/manufacturers obligation in the frame of his warranty to resolve all defects in construction, material or other failures on his costs. This includes trouble shooting, delivery, packing, and re-installation of defect material and the related costs.
- 3.4 In case the supplier/manufacturer do not meet his engagements for warranty or liquidated damages promptly, FASEK is entitled after a appropriate period to repair the damages on costs of the supplier/manufacturer.
- 3.5 FASEK is entitled within the warranty period to request improvements, exchange of material, price reductions or in case of serious defects redhibitory action.
- 3.6 The period of warranty starts with complete delivery respectively complete execution.
- 3.7 General period for warranty is 24 months for movable items and 36 months for immovable items or installations in immovable items.
- 3.8 The period of warranty for repairs or exchanged materials starts with the date of termination of the subject.

Practicable Law, Place of Performance, and Place of Jurisdiction

- 4.1 Applicable is the Austrian Substantive Law with exclusion of conflict regulations and with exclusion of Generic Terms from the UN-Trade Agreement.
- 4.2 Jurisdiction for any disputes is the Handelsgericht Wien (Trade Council) when not otherwise agreed.