

GENERAL TERMS & CONDITIONS FOR SALE AND DELIVERY

- 1.** Quotations are without commitment from our side unless otherwise stated. Orders are only binding to us after we have sent a legally binding order confirmation signed by authorized persons. Up to the date of delivery we maintain the right to increase prices if material and/or wage cost have changed considerably between acceptance of order and day of shipment (unless otherwise agreed upon).
- 2.** Delivery periods start only after clarification of any details necessary for the execution of the order and are always approximate if not noted otherwise. The customer does not have the right to withdraw an order due to expiry period (if we do not agree).
- 3.** Manufacturing interruptions of all kinds, force majeure, in our factory or in factories of sub-suppliers, as well as any other reason preventing shipment to and from the factory, release us from our obligations and liability for consequent damages and do not give the right to the customer to withdraw his order.
- 4.** Complaints have to be made within 8 days after receipt of goods and have to be in written form in our hands within 14 days after receipt of goods. The burden of proof remains with the purchasing party.
- 5.** In case of justified complaints made in due time we have the right either to take back the defective parts at invoiced value or to replace them by correct ones.
- 6.** Parts which have been already used by the customer or which have been worked on will not be taken back or replaced.
- 7.** Claims exceeding the limits stipulated in paragraph 5 will not be accepted and are excluded. Cost arising from acceptance or use of defective goods by the customer will not be compensated.
- 8.** Terms of payment as stated on invoice. The goods delivered remain our property until fully paid. In case goods are sold to third parties the amounts receivable from them are automatically assigned to us without separate agreement.
- 9.** In case of a delay in payment we shall be entitled from the due date on to charge interests on arrears amounting to 5% above the currently published base rate (according to 1st Euro-JuBeG gazette I no. 125/1998) which replaces the discount rate of the Austrian National Bank. Goods remain in our possession until payment in full has been received. In case of resale, the purchase-price claim shall be considered to be assigned to us without any further agreement.
- 10.** In case a considerable deterioration of the purchasing party's financial situation or credit rating is noted or found out later we are entitled to demand immediate payment of all amounts invoiced, even if they are not due yet or if they have been delayed with our agreement, as well as to withdraw from contracts partly or wholly. Bills of exchange are only after a bill of exchange is redeemed. Bank discounts and other charges are the responsibility of the purchasing party.
- 11.** Delivery and payment are to be fulfilled in Waidhofen/Ybbs, Austria.
- 12.** In case of printing orders the purchasing party has to accept quantities 10 per lower or 10 per cent higher than the order quantity. Quantities will be charged with the unit price agreed upon.
- 13.** In case of printing orders we correct type setting errors free of charge when they are

caused by us. Errors which have been overlooked by the customer on a test print submitted to him and approved by him, cannot be reason for a complaint. We are liable for corrections submitted to us by telephone only if they are confirmed in writing in time. With smaller printing orders we submit a test print only if the customer asks for it. If no test print is approved, our liability is limited to typesetting errors caused by gross negligence.

14. The general terms and conditions shown on this page are the basis for all orders even if they are not quoted for every single later order. Altered terms and conditions which are not expressly called "alterations of order confirmation" and which we are not approved by us in writing, are not valid. The purchasing party's term & conditions for purchasing are accepted by us only to an extent as the particular forms serve our administrative organization. They have no legal validity against us if they differ from our contractual terms and conditions even if they say the opposite.

Forster Verkehrs- und Werbetechnik GmbH

A-3340 Waidhofen/Ybbs, Weyrer Str. 135

Tel. +43 7442 501-0

Fax +43 7442 501-200

E-Mail: [forster \(at \) forster at](mailto:forster@forster.at)

Internet: www.forster.at

Forster Metallbau Gesellschaft m.b.H.

A-3340 Waidhofen/Ybbs, Weyrer Str. 135

Tel. +43 7442 501-0

Fax +43 7442 501-480

E-Mail: [forster \(at \) forster at](mailto:forster@forster.at)

Internet: www.forster.at

Forster Industrietechnik GmbH

A-3340 Waidhofen/Ybbs, Weyrer Str. 135

Tel. +43 7442 501-0

Fax +43 7442 501-310

E-Mail: [forster \(at \) forster at](mailto:forster@forster.at)

Internet: www.forster.at