

update: January 2017

**General Terms and Conditions (GTC) of UNTHA shredding technology GmbH
- these General Terms and Conditions are part of the purchase contract –**

1. General

- 1.1 The General Terms and Conditions shall apply to contracts, purchase orders, offers, deliveries and other services as well as to future contracts or services (e.g. follow-up orders, maintenance and service contracts etc.) of UNTHA shredding technology GmbH and all group companies of UNTHA (hereinafter referred to as "Seller").
- 1.2. Agreements or side agreements deviating from these General Terms and Conditions shall be effective only if they are expressly accepted by the Seller in writing.
- 1.3. Terms and conditions of purchase of the Purchaser which are in conflict with these terms and conditions shall not be binding for the Seller even if the purchase order is based on the same and the Seller did not expressly object to their content.

2. Conclusion of contract

- 2.1 The contract shall be deemed concluded if and when the Seller has sent back a corresponding acknowledgement of order after receipt of the written purchase order; in the case that modifications of the offer were agreed, the contract shall only be deemed concluded upon signing of the final acknowledgement of order by the Purchaser.
- 2.2 Unless otherwise stated or agreed for a specific case, the Seller's offers shall be valid for a period of one month after they have been sent by the Seller.
- 2.3 If import licences, export licences, foreign exchange approvals or similar permits are required for performance of the contract, the purchasing party shall be responsible therefor. The purchasing party shall be obliged to obtain or submit all required licences, permits or other export documents so timely that timely exportation is possible. If performance of the contract fails or is delayed for that reason, all disadvantages shall be borne by the Purchaser. In that case all related costs would be borne by the Purchaser.
- 2.4 Information on weight, size, price, performance and the like included in catalogues, brochures, circulars, advertisements, illustrations, price lists etc. shall only be relevant if they are expressly mentioned in the Seller's acknowledgement of order. Deviations from the design ordered shall be permissible if they are minor and justified modifications or deviations that are reasonable for the Purchaser.
- 2.5 Plans, sketches or other technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the Seller's intellectual property. Any exploitation, reproduction, dissemination, publication or presentation shall require express consent of the owner. After a reversed transaction or other termination of the contract or pre-contractual negotiations all plans, sketches, or other technical documents shall immediately and without request be returned to the Seller.

3. Passing of risk

- 3.1 In general, goods shall be sold ex works (EXW Incoterms 2010). The risk shall pass from the Seller to the Purchaser at the time the goods are made available to the Purchaser. This shall also be the case if the Seller helps the Purchaser load the goods. The Seller shall advise the Purchaser the date as from which the Purchaser may dispose of the goods. This advice shall be made so timely that the Purchaser can take the measures that are usually necessary.

4. Delivery period

- 4.1 The agreed delivery period shall commence upon receipt of the acknowledgement of order signed by the Purchaser and upon receipt of the agreed down payment, if any. For observance of the delivery period the time at which the delivery item leaves the Seller's plant or the time at which the Purchaser is advised of readiness for shipment shall be decisive. If the Purchaser does not accept the properly offered goods at the agreed place or at the date agreed in the contract or advised by the Seller, the Seller shall be entitled to either demand performance or to rescind the contract after having granted a grace period; all costs arising therefrom (e.g. for shipping, insurance or return transport) shall be borne by the Purchaser.
- 4.2 In the case of unforeseeable events the delivery period shall be extended by a reasonable period, and in addition to general cases of force majeure also business interruptions, strikes, lockouts, production of

defective goods, late delivery of essential raw materials, construction materials or parts which are material for proper manufacturing of the products shall be deemed events of force majeure. Those events shall not entitle the Purchaser to rescind the contract for late delivery or to claim damages from the Seller.

- 4.3 If the Purchaser fails to accept the goods in time and the Seller exercises its right to demand performance, the Seller shall be entitled to store the goods that are ready for collection on its premises or on the premises of a third party. At the same time the Purchaser shall be obliged to pay a reasonable storage fee, which is payable on demand, in addition to transport and insurance costs, if any. The Seller shall not be obliged to store the items subject to special conditions or requirements. Likewise, the Seller shall not be obliged to take out insurance for the time of shipping.

5. Maintenance

Based on information on the intensity of use of the machines and products to be delivered by the Purchaser and/or other users, the Seller shall be entitled to fix maintenance intervals at which the Seller or staff of the Seller or a company instructed by the Seller shall carry out a complete maintenance of the machine and/or the products. The regular measures necessary, which are stated in the manual for the product provided by the Seller (as, for example, lubrication and oil change) and which must be observed by the Purchaser itself shall not be included in such maintenance. If the Seller prescribes such maintenance intervals the Purchaser shall ask the Seller at the stipulated dates to carry out the same. If the maintenance is not performed at the prescribed intervals with no fault of the Seller, the Purchaser's claim for warranty shall be forfeited.

To the extent necessary the Seller shall enclose a manual with every shipment and every product; if no manual is included at the time of delivery the Purchaser shall ask for the manual. The Purchaser undertakes to follow the manual and to take all prescribed measures. No manual is enclosed with shipments of spare parts or other accessories; the manual for the machine for which the spare parts or accessories are delivered shall apply.

6. Occupational safety

Unless otherwise agreed, the Purchaser himself shall, for the purpose of ensuring health and safety at work, provide or install all safety equipment required for compliance with the regulations on health and safety at work, accident prevention and safety applicable from time to time (taking into account the operation instructions) for all work on the goods (machine/plant), in particular in connection with any assembly, start-up, maintenance, service or warranty work to assure safe working.

The technical aids used for this purpose (working platforms, work cages, etc.) and/or additional installations (scaffolding, etc.) must be in line with the statutory (testing and/or inspection) regulations applicable from time to time and must be marked accordingly (by testing institutes), if necessary. The said aids / installations shall be made available to the Seller by the Purchaser on site and free of charge, and shall not be included in the seller's scope of supply.

Prior to any assembly, start-up, maintenance, service or warranty work the Seller may inform the purchaser of any additional safety measures required he can see, which shall be implemented by the Purchaser.

Any duty of the Seller to render performance shall commence once the Purchaser has taken all measures that are required for compliance with the regulations on health and safety at work, accident prevention and safety applicable from time to time.

If the Seller identifies safety issues while carrying out the said work, he may interrupt or completely discontinue the work immediately and without liability, i.e. without incurring any obligation to render performance or to pay damages vis-à-vis the Purchaser or a third party. In that case the Purchaser shall bear the costs of any damage (such as lost profit) or wasted expenditure incurred by the Seller in connection with the said work (travel to the site, etc.).

7. Prices and terms of payment

- 7.1 Unless special, deviating terms of payment have been agreed in writing, payments shall be made as follows: 50% upon acknowledgment of order, 50% upon notice of completion. In any case, the total amount shall be paid prior to delivery of the goods. Prices shall be ex works (EXW Incoterms 2010) of the Seller plus costs for packaging, loading and shipping and any taxes and fees payable. If fees, taxes or other duties are charged in connection with the shipment, they shall be borne by the Purchaser. If delivery to the final destination has been agreed, such delivery and transportation insurance requested by the Purchaser shall be invoiced separately and shall not include unloading and further transport. Packaging material shall be taken back only if expressly agreed.
- 7.2 Unless fixed prices were expressly agreed, reasonable price changes due to changed payroll costs, costs of materials and distribution for deliveries made three or more months after conclusion of the contract shall be reserved.
- 7.3 Payments shall be made in cash without deduction, free the Seller's paying agent in the agreed currency. Cheques or bills of exchange shall only be accepted on account of payment. Any charges payable in this connection (as, for example, collection charges and discount charges) shall be borne by the Purchaser.
- 7.4 The Purchaser shall not be entitled to withhold payments on account of warranty claims or other counterclaims not recognised by the Seller.
- 7.5 If the Purchaser is in default of any agreed payment or other performance, the Seller shall be entitled either to demand performance of the contract and (a) to postpone fulfilment of its own obligation until payment of the arrears or other performance, (b) to extend the delivery period accordingly, (c) to call for immediate payment of the total outstanding purchase price, (d) to charge default interest at the rate of eight percent above the relevant base interest rate of the European Central Bank from the relevant due date, or (e) to rescind the contract after having granted a reasonable grace period.
- 7.6 The contracting parties agree on a no set-off clause, which means that the Purchaser shall not be entitled to set off its own claims, based on whatever grounds, against claims of the Seller under this contract.

8. Termination of the purchase contract for fault of the Purchaser

- 8.1 If the contract is terminated for fault of the Purchaser, the Seller shall be entitled to demand a compensation payment from the Purchaser in the amount of 20% of the net purchase price in addition to compensation for the damage actually caused, independently of its right to demand performance.

9. Retention of title

- 9.1 The Seller shall retain title to the object of purchase until full settlement of all financial obligations of the Purchaser. The Purchaser shall comply with the necessary formal requirements to safeguard retention of title. In the case of attachment or other use the Purchaser shall be obliged to claim the Seller's title and to inform the Seller immediately. In the case that goods to which title is retained are resold the Purchaser shall be obliged to pass on such retention of title and to inform the buyer of the Seller's title.
- 9.2 The Purchaser shall be obliged to handle the object of purchase with due care until the title passes to the Purchaser. The Purchaser shall in particular be obliged to take out sufficient insurance for the object of purchase against theft, fire and water damage based on its reinstatement value and at its own cost. If maintenance and overhaul work has to be carried out, the Purchaser shall carry out such work at its own cost and in a timely manner.
- 9.3 If the object of purchase is resold subject to retention of title the Purchaser shall assign the claim vis-à-vis its buyer to the Seller already at this point. The Seller undertakes not to collect claims as long as the Purchaser fulfils its payment obligations and is not in default of payment.
- 9.4 If the object of purchase is combined with other objects and/or inseparably connected with land, it shall be deemed agreed that the Seller receives co-ownership of the complete product on a pro-rata basis. For securing the Seller's claims the Purchaser shall also assign claims to the Seller which accrue to the Purchaser vis-à-vis third parties through connection of the object of purchase to a plot of land.

10. Warranty and liability

- 10.1 The Seller shall be obliged, subject to the following provisions, to repair any defect which impairs usability and which is due to a defect of construction, material or workmanship, in compliance with the statutory provisions.

- 10.2 In deviation from the statutory provisions the warranty period shall be 12 months in the case of a one-shift operation (and less than one-shift operation) and 6 months in the case of a multiple-shift operation and/or 1,800 operating hours of the sold machine, depending on which figure is reached first. This shall also apply to delivery items and services which are inseparably connected to a building or plot of land. Any claims under warranty shall be asserted in court within that period. The warranty period shall commence at the time the risk passes as defined in clause 3.1. Section 924 Sentence 2 of the Austrian General Civil Code [*Allgemeines Bürgerliches Gesetzbuch/ ABGB*] shall not apply.
- 10.3 The Purchaser shall only be entitled to rely on this clause if it immediately informs the Seller in writing about the defects that have occurred. The Seller so informed shall either replace or repair the defective goods and/or defective parts itself or have them repaired by third parties on site, provided that the Seller is obliged to repair those defects according to the provisions of this clause. If the defective part is a portable part, the Purchaser shall be obliged to send this part to the Seller at the Seller's request and at the Purchaser's cost.
- 10.4 If the Seller has the defective goods or parts sent back to it for improvement or replacement, the Purchaser shall bear the costs and risk of transport, unless otherwise agreed. Unless otherwise agreed, the improved or replaced goods or parts shall be sent back to the Purchaser at the cost and risk of the Seller.
- 10.5 For warranty work on the Purchaser's premises the Purchaser shall provide the necessary unskilled staff, lifting devices, scaffolds, sundry supplies, etc. free of charge. The Seller shall retain title to replaced goods, if any. If it turns out in the Purchaser's plant that the necessary work cannot be carried out by the Purchaser's staff or the persons provided by it or if the Purchaser refuses to do such work, the Purchaser shall bear all costs of the improvement attempts made and of any idle time of staff or persons provided by it. By refusing to make an improvement the Purchaser shall, at the same time, lose any other claims based on warranty or damages.
- 10.6 Defects which are caused by structuring and assembly of the goods that was not effected by the Seller, insufficient tuning, non-observance of installation requirements, terms and/or instructions of use, overstraining of parts beyond the performance advised by the Seller, negligent or improper handling or use of unsuitable operating materials shall not be covered by warranty; this shall also apply to defects which are caused by materials provided by the Purchaser. Furthermore, the Seller shall not be liable for damage caused by actions of third parties. Warranty shall not include replacement of parts which are subject to natural wear and tear.
- 10.7 Warranty shall immediately cease if the Purchaser itself or a third party who has not been expressly authorised to do so carries out changes or repairs of the delivered items without the Seller's written consent. Invoices therefor will not be accepted. Work and deliveries subject to warranty shall not extend the original warranty period.
- 10.8 Warranty shall also cease if the Purchaser did not instruct the Seller or a company advised by the Seller to maintain the products at the maintenance intervals fixed by the Seller based on the Purchaser's information on intensity of use. The Purchaser shall ask the Seller to carry out such maintenance. The regular measures necessary, which are stated in the manual for the product provided by the Seller (as for example lubrication and oil change), shall not be included in such maintenance. The Purchaser undertakes to follow the manual provided by the Seller and to take all prescribed measures.
- 10.9 The Seller shall be liable for damage beyond the scope of application of the Austrian Product Liability Act [*Produkthaftungsgesetz/PHG*] only if such damage was provably caused by it wilfully or with gross negligence and according to the statutory provisions. Liability for ordinary negligence and consequential damages and pecuniary damages, compensation for savings not made, loss of interest and damage caused by claims of third parties vis-à-vis the Purchaser shall be excluded. Within the scope of application of the Austrian Product Liability Act the Seller shall only be liable for bodily injury and damage to property suffered by a consumer. The Seller, its upstream suppliers and other suppliers shall not be liable for damage to property suffered by an enterprise. Liability for consequential damage and pecuniary damage within the scope of application of the Austrian Product Liability Act and a refund (Section 12 *PHG*) shall be excluded. Liability per loss shall be limited to the amount insured under the business liability insurance. A single loss shall mean the total claims for damages of all persons entitled on the ground of one and the same action or the total claims which are asserted by one person on the ground of different actions related legally or business-wise, or the total claims from a single damage or loss which was caused by one or more actions.

11. Place of jurisdiction, applicable law, place of performance

- 11.1 The place of jurisdiction for all disputes indirectly or directly arising out of the contract shall be the court in Austria having jurisdiction over the Seller's registered office. Nevertheless, the Seller may also bring the matter before a different court which has jurisdiction over the Purchaser.
- 11.2 The contract, all disputes and all legal relationships between the Seller and the Purchaser shall be subject to Austrian law, and the conflict of laws rules of Private International Law and UN Sales Law shall be excluded. In the case that the Agreement was drafted in several languages, the German version shall be decisive for interpretation.
- 11.3 The place of performance for deliveries and payments shall be the Seller's registered office, even if delivery was agreed to take place at a different place or actually takes place at a different place.
- 11.4 If any provision of these General Terms and Conditions is void or *contra bonos mores* or becomes invalid, the validity of the remaining provisions shall not be affected. The contracting parties undertake to replace those provisions by provisions which come as close as possible to the void provisions or the provisions *contra bonos mores* and their economic purpose.