General Terms and Conditions of Sale (GTS) of SIE Connect GmbH

SIE CONNECT

1. Scope of Application:

1.1. These terms are applicable to all orders and contracts under which SIE CONNECT acts as principal, buyer, or party ordering a work. These Terms shall also apply to all future transactions.

1.2. Terms and conditions of the contracting party (hereinafter the "Contractor") will not be accepted and are not applicable. SIE CONNECT need not object to any of such terms.

1.3. In the context of every supply or service, Contractor acknowledges the exclusive application of these Terms and Conditions for the Purchase of Goods and Services.

1.4. Any written agreements made with the Contractor in a particular case shall prevail over these Terms and Conditions for the Purchase of Goods and Services.

2. Purchase Order:

2.1. SIE CONNECT shall be bound by a purchase order only if the purchase order is placed in writing (by letter, email, fax).

2.2. Any materials enclosed to SIE CONNECT's inquiries or orders, such as plans, drafts, data, samples, molds, models, printing plates, artwork, lithographs, setting jigs, patterns or specimens shall remain the property of SIE CONNECT, may be used only for SIE CONNECT's purposes and may not be made available to third parties. Those materials shall be returned to SIE CONNECT without solicitation along with the invoice at the latest or at any time upon request of SIE CONNECT at the Contractor's cost and expense. Pending their return, the Contractor shall bear any risk of accidental loss of or damage to the auxiliary items.

2.3. SIE CONNECT will not pay any compensation for the preparation of quotes and offer documents (plans, technical specifications, etc.). Upon acceptance of the order, the Contractor declares to be in possession of any information, data, descriptions, plans and technical specifications required for the execution of the order and to have sufficient knowledge of the local circumstances.

3. Supply/Service, Transfer of Risk:

3.1. Any supply, service and packaging shall possess the warranted properties and fulfill the standard quality policy laid down by SIE CONNECT In addition, applicable EU regulations must be observed.

3.2. Upon request of SIE CONNECT, Contractor shall provide the documentary evidence necessary to prove the origin of the supplied goods.

3.3. All deliveries shall be accompanied by delivery notes, stating SIE CONNECT's item number, PO number and material number and, if stated on the order, the precise material description, as well as precise volumes.

3.4. The delivery/service target date shall be the date indicated by SIE CONNECT on which the ordered goods shall be delivered to the destination along with all transport, customs and accompanying documents or on which the service shall be provided at the place of performance.

3.5. Supplies/services are deemed to be conforming if they are ac-companied by all necessary documents; otherwise, SIE CONNECT may return or put into storage the ordered goods at Contractor's cost and risk. The compensation is payable only if that documentation was delivered.

3.6. Place of delivery/performance shall be the SIE CONNECT plant for which the supplies/services are intended.

3.7. SIE CONNECT may refuse to accept early or delayed supplies/services and return the goods for the supplier's account and at the supplier's risk or it may put into storage the goods at SIE CONNECT's premises or with third parties.

3.8. If the Contractor realizes that it will not be able to provide all or any part of the supplies/services in due time, it shall immediately give notice thereof, indicating the date when it will provide the supplies/services (new supply/service target date). SIE CONNECT may cancel the contract after having set an appropriate grace period or accept the new supply/service target date. In cases of urgency, SIE CONNECT may cancel the contract also without granting a grace period.

3.9. Any risk shall transfer not until after unloading of the goods at the destination and provision of any other service at the destination.

3.10. No retention of title may be asserted against SIE CONNECT.

4. Material Provision/Manufacturing Documentation:

4.1. Material provided by SIE CONNECT may only be used for SIE CONNECT and for the relevant intended purpose and will remain SIE CONNECT's property even if any such material is processed and/or treated.

5. Intellectual Property Rights:

5.1. Contractor warrants that its supplies/services will not infringe upon any rights of third parties and will hold harmless and indemnify SIE CONNECT for and against any claimed infringement of such rights. It shall also reimburse SIE CONNECT for any expenses arising in connection with an infringement of these rights.

6. Compensation, Invoicing, Terms of Payment:

6.1. All prices shall be stated in Euro (EUR) or US-Dollars (USD). The same shall apply to invoices. VAT shall be disclosed separately.

6.2. The prices are fixed prices and include all expenses arising for the complete provision of the supplies/services such as transport and packaging costs.

6.3. The time limit within which payment shall be made commences with proper and unobjectionable invoicing not earlier than upon conforming service provision. Unless otherwise agreed, all invoices are payable within 14 days after the commencement of the payment period with (3%) cash discount or within 30 days without deduction.

6.4. Invoices shall be deemed properly issued if they contain the order and item number as well as the order date, conform to the terms and conditions of the Austrian Value Added Tax Act and are received in two copies. All invoices shall state cash discounts or rebates, if any. In case of intra-EU supplies, each invoice shall contain the statistical nomenclature (INTRASTAT) as well as the net weight of the goods and be accompanied by a delivery note. Improperly issued invoices, including but not limited to those stating wrong addresses or containing factual or arithmetical errors, shall not be deemed due for payment until these have been corrected.

6.5. Default interest is charged at a rate of 4% p.a.

6.6. The fact that SIE CONNECT makes payment does not mean that SIE CONNECT acknowledges the Contractor's proper performance and any such payment does not affect the Contractor's warranty, guarantee or liability. Any such payment shall not be deemed to constitute acceptance of the goods.

7. Duty to Inform:

7.1. Contractor undertakes to inform SIE CONNECT unsolicitedly and in due time in case production is discontinued, in order to allow SIE CONNECT to take the necessary measures (last order). The same is true should changes be made to materials, manufacturing processes, sub-suppliers and sub supplier parts. That information shall be e-mailed to ChangeNotice@sie.at.

8. Delayed Delivery:

8.1. If the Contractor is in default, SIE CONNECT may in any case demand an immediately payable penalty equal to 1% of the purchase order sum for each commenced week of delay; that penalty shall not exceed 10%. Any additional loss shall be compensated.

9. Warranty:

9.1. Contractor warrants that the supplies/services are in line with the agreement and the usually expected qualities, including, without limitation, relevant standards and the state of the art and are marketable. Any machinery and facilities shall particularly comply with the functional specifications and the product specific safety and functional standards.

9.2. Contractor shall independently verify the quality and quantity of its supplies/services. SIE CONNECT is specifically not required to inspect supplies/services and to give notice of defects.

9.3. In cases of urgency, SIE CONNECT may rectify defects itself or procure the rectification of defects by third parties. All related costs will be borne by the Contractor. The same shall apply if Contractor fails to rectify defects within a reasonable time limit.

10. Liability:

10.1. Contractor shall be liable to SIE CONNECT for any drawback arising from a breach of contract, including, without limitation, disadvantages from delays or defects in supplies/services. This liability also covers any supply/service of subcontractors and up-stream suppliers. The Contractor shall also bear all costs that may arise in connection with any recall campaign. SIE CONNECT is entitled to assert claims arising from product liability also if SIE CONNECT uses the supplies/services predominantly within its business.

10.2. Contractor shall purchase, and maintain for at least five years after the provision of supplies/services, third-party liability insurance that provides insurance cover of at least EUR 5 million. Contractor shall evidence that insurance to SIE CONNECT upon request.

11. Confidentiality / Data Privacy:

11.1. Contractor shall keep confidential any information and data it becomes aware of in connection with executing an order and shall use any such information and data only for the purpose of performing the contract.

11.2. This confidentiality clause shall also survive after complete performance of an order by Contractor and termination of all contractual relationships.

12. Written Form:

12.1. Contracts, amendments and modifications as well as declarations relevant for a contract are valid only if made in writing.

13. Governing Law, Place of Jurisdiction, Final Provisions:

13.1. All legal relationships between SIE CONNECT and the Contractor shall be governed by and construed in accordance with Austrian substantive law, without giving effect to the UN Sales Convention.

13.2. Within the scope of application of the Lugano Convention or the Brussels I Convention, all disputes shall exclusively be referred to the courts in Feldkirch. Disputes not falling within that scope of application shall be referred to the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna. The place of arbitration is Feldkirch. The language to be used in the proceedings is German. If the contract is executed in a language other than German, the language to be used in the arbitral proceedings shall be English. Notwithstanding the jurisdiction of the arbitral tribunal, a party may seek preliminary or injunctive measures from a state court and a court may order those measures prior to or during the arbitral proceedings. However, SIE CONNECT may bring claims against the contracting party before any other court having jurisdiction for Contractor.

13.3. The contracting party agrees that SIE CONNECT collects and processes its data on an (automated) computer-assisted basis.

13.4. Should any term of the contract or of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the remaining terms of the contract and these Terms and Conditions. Any invalid or unenforceable term shall be deemed replaced by a term reasonable parties would have agreed on to achieve the economic purpose of the invalid term.