

## 1. Scope:

These terms of purchase apply to the assignments and orders placed by the company GIS Aqua Austria GmbH, hereinafter known as the client (CL). The terms of conditions or forms of the supplier, hereinafter known as the contractor (CO), are non-binding for the CL in any case, regardless if the CL has known them, if he disagreed the validity or if they are in contradiction with the Terms of purchase. Should any one or several provisions of these TP provide invalid, the remainder shall retain their full force and content. The obligations of the CO arising from the contracts concluded with the CL, including these TP, shall also apply to the former's legal and business successors, with the CO being committed to corresponding imposition.

## 2. Duty to cooperate:

As an internationally certified company, a prerequisite in all our business activities is the duty to cooperate on the part of our suppliers, partners and subcontractors in fulfilling the standardisation requirements of standards ISO 9001:2008, EN ISO 14001, BS OSHAS 18001 and SA 8000.

## 3. Orders and acknowledgements of order:

The CL only recognises written acknowledgements of order and orders countersigned by the CO. If the acknowledgement of order differs from the order, the CL shall only be bound if the latter has consented to the difference in writing. The CO is obliged to enquire in case of an unclear order. Amendments or refusals require being in writing. On returning the signed order and acknowledgement of order within three working days, the CO accepts the order together with these TP. Should the acknowledgement of order and signed order not be received by the client within 14 days, it is to be assumed that the CO has accepted the order of the CL in full.

## 4. Prices, time of performance, contractual penalty:

Agreed prices are fixed prices. Unless otherwise agreed all dues, customs and additional costs are included in the price. Additional costs include especially costs of packaging, dispatch, transport and obtaining of export and import permis. The CO undertakes, through written request by the CL to also perform reworking and additional work within the context of the contract. These shall likewise be performed according to the already existing agreements. Timeliness of deliveries or supplementary performances depends on reception at the receiving point indicated by the CL; timeliness of deliveries including erection or assembly and of services depends on their acceptance by the CL. In case of delay in a delivery, service or also supplementary performance, the CL is to be notified without delay and the latter's decision obtained. If the agreed period of performance/delivery period is exceeded, the CL shall be entitled to charge a contractual penalty amounting to 0.3 % of the total value of the contract for each working day of day, up to a maximum however of 25% of the total value of the contract. The assertion of further damages remains reserved to the CL. With services and delivery of the delivery item, all documentation and data according to the state of the art are to be submitted, otherwise, 10% of the order value will be retained. Contractual penalties do not release the CO from the latter's obligations to perform and statutory and contractual liabilities resulting from the latter.

## 5. Packaging, prohibited substances:

Packaging that is difficult to dispose of will be returned to the CO at the latter's expense. This packaging includes containers for oils, paints and other chemical substances; wrappings and fillings made of plastic, etc.

All products delivered, incl. packaging must be free of prohibited substances under the currently applicable domestic and international laws, standards and guidelines.

## 6. Acceptance, transfer of risk, delivery:

In case of deliveries with erection or assembly and for services, the risk shall be transferred on acceptance; in case of deliveries without erection or assembly, on reception at the receiving point indicated by the CL. Goods and service acceptance is performed exclusively under reserve. We endeavour to perform verification as rapidly as possible on the basis of the order. Prices apply with risk transfer at the appointed destination, according to Incoterms 2000. Packing lists or delivery vouchers indicating the contents in addition to the complete order code are to be enclosed with each delivery.

The acceptance times at the CL's works in Amstetten are Mondays to Thursdays from 7 a.m. - 12 a.m. and from 12.30 p.m. - 4 p.m. and Fridays from 8 a.m. to 12 a.m. Acceptance is excluded on Austrian public holidays.

## 7. Payment:

Following service provision or delivery of the goods and in case of partial deliveries/service following the last delivery/service provision, the invoice is to be submitted as a single copy. Invoices not indicating the order number and the consignment will not be further processed! Unless otherwise agreed, a term of payment of within 30 days with 3% discount or within 60 days net shall apply. Periods for payment as well as for cash discounts shall begin on receipt of the complete invoice and the checked, accepted goods including all the necessary documents and data. The date of the invoice receipt at the CL's site is decisive. If the issuance of a bank guarantee or bond is agreed, than the term of payment shall begin on receipt of the bank guarantee or bond, receipt of complete invoice and the checked, accepted goods including all the necessary documents and data.

Collective invoices for several orders will not be accepted. One invoice is to be issued per order. In the dispatch papers as well as in order confirmation and invoice order date, order number with regarding position number and item number of the CL have to be indicated.

The CL shall be entitled to retain a retention of invoice on account amounting to 10% of the partial invoice value in addition to a retention amounting to 5% of the total order value (unless otherwise agreed in the order) as non-interest bearing security for claims to performance and warranty, guarantee or damage compensation claims for a period of 45 days over and beyond the warranty period. The retention shall be redeemable against provision of a bank guarantee.

If an advance payment guarantee, performance guarantee or bond is agreed, it shall be issued from a prime bank free of charge, abstract, irrevocable for the CL and in conformity with the specimen of the CL. Guarantees or Bonds which are not in conformity with the specimen of the CL will be rejected and returned.

## 8. Warranty, guarantee and spare parts:

The CO guarantees that the delivery/service according to the order corresponds to the state of the art in addition to the statutory requirements of the site of use. In the event of a defect, the CO shall bear the costs and risk of return. The warranty period shall be extended by the period of stoppages due to defects. In case of exchange or repair of a part, a new warranty period for the same period as for the initial delivery shall begin with installation of a new part or with completion of the repair. The CO guarantees the availability of replacement, expendable and change of distribution parts for the delivery item for up to 10 years after the warranty period expires.

## 9. Fulfilment, award of contract to third parties:

The CO must provide proof to the CL upon request of the former's qualification for fulfilment of the delivery item. Subcontracting assignments to third parties is not allowed without written consent of the CL and shall entitle to CL to the extent of the latter's discretion to withdraw from the contract and demand compensation for damages.

## 10. Force majeure, insurances:

Liability on the part of the CL and claims for damages against the CL are excluded in as far as legally possible. The CO shall be liable for any culpably caused personal injury and indirect damages such as operation downtime, loss of production, loss of profits or other indirect consequential damages.

The CO shall be exempted wholly or in part from performance of the contract in accordance with the deadlines if prevented from doing so by events of force majeure. Solely fire, forces of nature, war and unrest are considered events of force majeure.

The CO impeded by an event of force majeure may however only invoke the existence of force majeure if the CO submits to the CL without delay, but within five calendar days at the latest, a statement relating to the reason, beginning and foreseeable end of the impediment by registered letter confirmed by the respective government authorities or chamber of commerce of the country of delivery/service concerning the cause, expected effect and duration of the delay. Should a case of force majeure last longer than four weeks, the CL may to the extent of the latter's discretion withdraw from the contract. In all events however, the CO undertakes to take out corporate liability insurance including product liability and in case of planning services also including planning liability insurance.

## 11. Secrecy:

The CO may not render information obtained from the CL, insofar as not common knowledge or lawfully known to the former by other means, accessible to third parties. Insofar as the CL has consented to disclosure of assignments to third parties, the latter are to be bound accordingly in writing.

## 12. Withdrawal:

The CL may in case of serious breaches of contract and following granting of a period of grace without effect withdraw either completely or partially from the contract.

Severe breaches of contract are present among other aspects if:

the service deadline or delivery or commissioning date is exceeded with exhaustion of the maximum contractual penalties for delay and/or

absolute warranty data based on the values of the inquiry specification or contractual specification or specifications in the order are not achieved in spite of improvement and/or

penalised warranty data which exceed the maximum contractual penalties laid down in the contract and an attempt at improvement was of no avail.

In the event of withdrawal as a result of a fault on the part of the CO, the CL may at the latter's discretion also demand reversed transaction of the entire deliveries and services. The CL shall be entitled, notwithstanding any withdrawal, to perform the omitted or inadequately supplied deliveries and services of the CL's own accord (own performance) or have these performed by third parties (substitute performance) at the CO's expense, with the CO's being required to assist the CL in such a case to the best of the former's ability. The costs and/or expenditure accruing in this case may either be directly invoiced by the CL and shall be due immediately, or will be deducted from the next payments due to the contractor on the part of the CL.

## 13. Place of jurisdiction, applicable law:

The substantive law of Austria shall govern these conditions of purchase under express exclusion of United Nations Conventions on Contracts for the International Sales of Goods (CISG) and Austrian international private law IPRG and any dispute arising out of these shall be decided by competent court of the city of St. Pölten/Austria.