

General Conditions of Sale

1. Validity of the General Terms and Conditions

- 1.1. The following General Terms and Conditions apply exclusively to all business between VENTREX Automotive GmbH, Johann Sebastian Bach Gasse 1, 8010 Graz (referred to in the following as “VENTREX”) and natural and legal persons.
- 1.2. VENTREX’s customer is referred to hereinafter as “Contractual Partner” or “Customer”.
- 1.3. These General Terms and Conditions are binding for all present and future business with VENTREX, even if no specific reference is made to them. The respective current T&C always apply when a contract is concluded; these can be downloaded from VENTREX’s website (www.ventrex.at).
- 1.4. Any rules which diverge from or supplement these General Terms and Conditions - in particular the Contractual Partner’s general terms and conditions or purchasing conditions - only become part of the contract if VENTREX has confirmed this explicitly in writing. Furthermore, the Customer’s general terms and conditions will not be recognised if VENTREX does not explicitly reject them after it receives them.

2. Offer and conclusion of a contract

- 2.1. Offers made by VENTREX are non-binding, unless they have been explicitly stated as being binding.
- 2.2. Commitments, representations and warranties provided by VENTREX, or agreements in connection with the conclusion of a contract which diverge from these General Terms and Conditions, only become binding upon written confirmation by VENTREX.
- 2.3. Amendments to contracts, including the cancellation of orders, are only binding on VENTREX if VENTREX confirms this in writing.

3. Electronic Data Interchange (EDI)

- 3.1. Data means information of all kinds which is sent and received by and between VENTREX and the Customer in electronic form for the purposes of simplified communications. In particular, this data includes *orders* and *requests for supply schedules*. Data exchange between VENTREX and the Customer is possible from Monday to Sunday, 24 hours a day. Unless VENTREX has agreed on a different rule with the Customer.
- 3.2. The time and type of the Customer’s connection to the system are determined in agreement with VENTREX.
- 3.3. The Customer’s connection is only activated when VENTREX and the Customer reach amicable agreement that the electronic connection works faultlessly and is suitable for use in business.
- 3.4. Each Contractual Partner must bear the costs it incurs for setting up and running the communication facilities required for the electronic data exchange.
- 3.5. When the Customer is connected to the system, the essential data for the relevant supply relationship is transmitted in electronic form only.
- 3.6. The Customer will not receive any kind of order confirmation or confirmation that its order or supply requests have been received.
- 3.7. Orders and supply requests which the Customer has transmitted by means of EDI are always binding on both VENTREX and the Customer.

- 3.8. To the extent that this is technically possible, VENTREX will make efforts to do everything in the normal course of business which is required to ensure that no disruptions occur in its area of responsibility and that such disruptions are remedied without delay, using all available means.
- 3.9. VENTREX does not assume any liability for interruptions in transmissions or lines or for defective data transmission. Furthermore, VENTREX does not assume any liability for the Customer not receiving an error notification when data is transmitted incompletely.

4. Technical suitability of products under the contract

- 4.1. The Customer alone is obliged to check that the products under the contract are suitable for the respective intended use specified.

5. Intellectual property

- 5.1. All the subject matter of the contract and the associated execution documents, plans, sketches, cost estimations and other documents as well as software which is provided by VENTREX, remain the intellectual property of VENTREX.
- 5.2. The use, in particular the passing on, reproduction, publication and provision (including copying of mere excerpts), as well as imitation, editing or exploitation requires the express prior consent of VENTREX.

6. Payment conditions

- 6.1. Prices and payment conditions will be agreed on with each Customer individually.
- 6.2. If deadlines for payment are not complied with, VENTREX may demand default interest at the rate of 9.2% (nine point two percent) above the current base interest rate.

7. Retention of title

- 7.1. The goods remain the property of VENTREX until payment has been made in full.

8. Fulfilment regarding volume and partial delivery

- 8.1. VENTREX is allowed to deliver 10% more or 10% less than actually ordered. Only the amount which is actually delivered will be charged for.
- 8.2. The Contractual Partner must accept the deliveries and performance which are made available by VENTREX. Goods which have been delivered are deemed to have been accepted upon delivery "ex works" INCOTERMS 2010.
- 8.3. VENTREX's deliveries are always divisible.

9. Delays in delivery

- 9.1. As far as this is possible, VENTREX will comply with deadlines and appointments for delivery: If they have not been expressly agreed as being binding, they are non-binding and represent the foreseeable time of being made available and transferred to the Customer.
- 9.2. The Customer may only withdraw from the contract because of a delay in delivery if it has set a reasonable subsequent period for performance (which must be at least four weeks).
- 9.3. Withdrawal must be done by means of a letter sent by registered post. The right to withdraw from the contract only relates to the part of the delivery or performance where a delay has occurred.

10. Guarantee

- 10.1. The guarantee period is six months running from the delivery of the products under the contract.
- 10.2. Defects must be specifically notified by the Contractual Partner without delay after receiving each delivery. Section 924 of the Austrian Civil Code does not apply.
- 10.3. If the Customer wrongly asserts that there is a defect, VENTREX may charge for the services rendered for the Customer according to work done.

11. Damages

- 11.1. In all cases that come into consideration, VENTREX must only pay damages if there has been intentional or blatant gross negligence. With regard to slight and gross negligence, VENTREX is only liable for personal injury. Liability becomes time-barred six months after the Customer has become aware of the damage and the party who caused the damage.
- 11.2. VENTREX is not liable for any indirect damage, lost profits, loss of interest, savings that did not materialise, consequential or financial loss, or for any damage resulting from third party claims.
- 11.3. If, in whatever case, a penalty has been agreed, this is subject to the judicial right of mitigation. It is not permitted to assert damage which exceeds the penalty.
- 11.4. There is no liability for any kind of damage if the damage results from improper handling or use of products under the contract, or from failure to follow instructions for use or installation, or from defective construction, taking into operation, maintenance or repair by the Customer.

12. Jurisdiction and choice of law

- 12.1. The courts with subject matter jurisdiction at the venue where VENTREX's registered office is located are agreed to have exclusive jurisdiction to adjudicate all disputes which arise from a contract, including disputes concerning its existence or non-existence.
- 12.2. Each contract is governed exclusively by the law of the Republic of Austria, excluding United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law) and any conflict of law rules.

13. Additional provisions

- 13.1. Amendments and supplements of a contract must be in writing. This also applies to amendments to the written form requirement. Verbal agreements are not permitted.
- 13.2. It is not permitted to set-off claims of VENTREX with counterclaims of any kind.