I. Determinant provisions

1) The legal relations between the supplier and the purchaser shall be based exclusively on these terms and conditions, the general terms and conditions for business dealings and purchase orders by any miscellaneous agreement reached on an individual basis. Amendments and complementation shall require the written form. Other General Terms and Conditions shall not apply even if they are not explicitly objected to on individual cases.

2) From the viewpoint of quality, technology and price, the object of supply shall constantly meet the respective standards of the latest state of competition with due consideration for the state of the art. The supplier shall inform the purchaser unso- licited, of the respective situation. Should there be deviations, both parties shall enter into talks with the aim of achieving adaptation to competition.

II. Purchase orders, Delivery schedules and Call-off orders

1) Purchase orders, delivery schedules (framework agreements) and call-off orders (binding purchase orders) as well as the amendment and complementation thereof and its acceptance by the supplier shall require the written form.

2) Purchase orders, delivery schedules and call-off orders shall be confirmed in writing within 3 working days of their receipt at the establishment of the supplier. If not separately agreed in the framework agreement, call-off orders that are placed on the basis of existing framework agreements shall be binding if the supplier fails to object to them in writing latest within three working days of the receipt thereof.

3) The purchaser may demand – within the scope of reasonable expectations – that the supplier modifies the object of supply in construction and design. In the process, the impacts shall be adequately regulated by mutual consent particularly with regard to excess and reduced costs as well as the delivery schedules.

III. Payment

1) If not otherwise agreed, payment shall be made net on the 30th of the month following the delivery or within 14 days with a cash discount of 3% if the purchaser submits verifiable invoices. In case of the acceptance of premature deliveries, the due date of payment shall be based on the agreed date of delivery.

2) In the event of a mistake in delivery, the purchaser shall have the right to withhold payment in a manner proportionate to the value until proper fulfillment. It shall also have the right to set-off claims that are due to the supplier against debit advice or credit note.

3) The invoice shall be sent in duplicate. It shall contain the order number, the delivery schedule number, date of order placement and the purchaser's part number.

IV. Defect notification

1) Obvious defects in delivery shall be disclosed to the supplier by the purchaser possibly without delay and in writing as soon as they are determined under the conditions of a proper business process. The supplier shall insofar, waive the objection of the late notification of defects. Should quality assurance agreements have been reached, the contents thereof shall gain priority over the regulations agreed herein.

V. Confidentiality

1) The contract partners undertake to treat all such details as are not obviously commercial and technical in nature and as become known to them in the course of the business relations as business secrets.

2) Drawings, models, templates, samples, production materials, tools and similar objects shall remain the property of the purchaser, shall be handled with care, insured in an adequate scope and protected against access from third parties. They shall not be handed over or made accessible to third parties without the prior consent of the purchaser. The replication of such objects shall be permissible only within the scope of operative needs and legal copyright-based regulations as well as the provisions of other statutes serving the purpose of enforcing the protection of industrial protective rights.

3) Sub-suppliers and staffs shall be permitted accordingly.

4) The contract partners shall advertise with the business relations only with prior written consent.

5) Models, devices, forms and tools shall be insured against accidental perishing and deterioration; they shall undergo proper maintenance or be subjected to proper safeguarding. The supplier/manufacturer shall bear the costs in this respect.

VI. Delivery schedules and deadlines/Shipments clauses

1) Agreed schedules and deadlines shall be binding. Determinant to compliance with the delivery schedule or deadline for delivery shall be the receipt of the goods by the purchaser. The supplier shall make the goods available in good time and with due consideration for the usual time of loading and shipment. Deliveries shall be processed in accordance with the instructions of the purchaser. INCOTERMS shall apply to all commercial clauses. If not otherwise agreed, the supplier shall deliver DDP (Incoterms 2010).

2) In case of supplies in accordance with a predetermined delivery schedule of the purchaser, such delivery shall be made in accordance with the call-off order based on the delivery schedule. In case of an additional short-term call-off by the purchaser, such short-term call-off shall have priority over the regular call-off orders.

3) Deliveries ahead of the agreed date of delivery shall be avoided. Should the supplier make delivery ahead of the agreed date of delivery, the purchaser shall have the right to decline acceptance of the products or accept the products on the condition that the supplier shall bear all storage expenses.
unless the affected parts have already been further delivered, installed or the re-
lease of such parts is impossible for other reasons.
3) Defect entitlements shall not be an issue if the fault is attributable to a violation of 
operating, maintenance and installation instructions, inadequate or non-designated 
usage, faulty or negligent handling and natural wear as well as actions undertaken 
by the purchaser or any other third party, on the object of delivery.
4) The supplier shall guaranty that the objects and services to be delivered conform 
to the samples approved by the purchaser, the purchase order agreements 
standards and drawings and if applicable, written agreements), all safety regula-
tions as well as the specifications contained in the order placement. The supplier 
shall guaranty that the objects and services delivered conform with the purpose of 
usage, the state of the art and the generally recognized technical and labor-
medical safety regulations mandated by government authorities and professional 
associations and all relevant statutory regulations. Should machines, devices or 
systems fail to be delivered within the object of delivery, the supplier shall guaranty that they meet the 
standards required by applicable special safety regulations for machines, devices 
and systems at the time of the fulfillment of contract, with the inclusion of industrial 
safety and accident-prevention regulations and that the delivery and service bears 
a CE label. Any reference to standards in the purchase order shall basically con-
tain a quality agreement confirming that the requirements of the standard have 
been complied with. In the same manner, the samples, specimen as well as other 
documents that are ceded by the supplier shall quality as quality agreement.
5) The purchaser shall report obvious defects in delivery to the supplier without delay 
and in writing as soon as they are ascertained under the conditions of a proper 
busines process. The supplier shall insofar, waive the objection of the late notifi-
cation of defects.
6) The purchaser is entitled to the statutory defect-related claims without reduction; in 
case of purchase agreements, the purchaser shall have the right in any case, to 
demand at its own discretion, either the correction of fault or the delivery of a new 
product. The supplier shall reimburse the purchaser all expenses incurred in rela-
tion with the correction of the object or the subsequent fulfillment, particularly the expenses for transport, mileage 
and labor and materials. This shall also apply if the expenditures increase because the 
article purchased or object delivered had, as designated, already been delivered to 
the customer of the purchaser after they were delivered to the purchaser. As long 
as a delivered article has been installed in a product of the purchaser, the supplier 
shall reimburse the purchaser as part of fault correction or delivery of a new arti-
cle, the costs of the disassembly of the defective object and the re-assembly of the 
non-defective object including all transport, travel and labor expenses. The suppli-
er shall also compensate the follow-up damages of defects and economic losses 
particularly the production downtimes. Additional expenses also incurred in the 
course of any fault correction such as the costs of dismantling and mounting, costs 
of materials, travel and carrier expenses, the costs of the provision of labor forces 
and particularly, also the costs of ascertaining the damages or defects (e.g. expert 
assessment) shall all form a part of the damages to be compensated. The return 
shipment of a defective product shall be at the expense and risk of the supplier.
Should the purchaser assume the packaging of the returned product at the request of 
the supplier or take other actions for the return shipment, all liabilities shall be 
ruled out as long as a case of a deliberate act or wanton negligence is not estab-
lished.
7) The statutory period of limitation shall be 36 months in accordance with § 1486 
of the Austrian Civil Code (ABGB). The warranty period for a corrected or resupplied 
product shall begin with the defect notification by the purchaser shall start 
6 weeks as from the date of the receipt of the defec-
t notification if no further disruption of the statutory limitation occurs through le-
gal provisions.
8) Should the purchaser have made plans, drawings, materials and/or accessories 
available to the supplier, the supplier shall be obligated to verify them for com-
pleteness, correctness and their suitability for the designated purpose and draw 
the attention of the purchaser to such incompleteness and incorrectness of the 
documents handed over without delay. Even if the supplier fails to raise any objec-
tion, it shall insofar be liable to unlimited warranty obligations all the same. As a 
part of its contractual obligations, the supplier shall assume the responsibility of 
carrying out the necessary interim and final checks during production and subject 
the parts delivered to it, to an effective incoming check, if it receives the delivered 
object or parts thereof from its own sub-suppliers.
9) The supplier is obligated to inform the purchaser of deliveries containing faults and 
other discontinuities without delay after the receipt of incoming goods. The pur-
chaser shall be barred from further processing such goods until a decision is taken on 
usage. In the event that further processing has not been cleared, the purchaser 
reserves the right to charge the supplier the production expenses incurred.

X. Liability
1) In the absence of any other special liability regulation in these terms and condi-
tions, the supplier shall be obligated in accordance with statutory provisions, to 
pay the damages suffered by the purchaser in the direct or indirect aftermath 
of a fault or defective delivery following the breach of safety regulations or other 
legal reasons attributable to the supplier.
2) Should the purchaser be subjected to liability by any third party on the basis of un-
avoidable legal standards independent of culpability, the supplier shall insofar be 
liable to the purchaser the same way it would have been directly liable to the third 
party in question in place of the purchaser.
3) As long as the supplier is responsible for any fault in a product, it shall be obligat-
ed to exempt the purchaser from third-party compensation claims on first demand 
if the cause is identified in its area of control and organization. The supplier shall 
be liable for any action taken by the purchaser to avert damages (e.g. callback ac-
tions) if such actions appear reasonably necessary based on circumstances, de-
fects, faults etc. that are attributable to the supplier or if the purchaser is legally obli-
gated to take such actions on the basis of an order issued by a government au-
thority or the court.
4) Should the purchaser intend to invoke the liability of the supplier in this respect 
and in accordance with the above regulations, it shall consult with the supplier and 
offer it information extensively. It shall give the supplier the opportunity to examine 
the damage case. The partners shall consult each other on actions to be taken 
particularly settlement negotiations.
5) Should customs debt be incurred in the aftermath of incorrect information in the 
supplier’s correspondence, delivery slips, invoices or the like no matter how late, 
the purchaser reserves the right to invoke compensation claims.

XI. Usage of production materials and confidential statements of 
the purchaser
1) Models, matrices, templates, samples, tools and other production materials as well 
as confidential statements that are made available to the supplier or fully paid for 
by the purchaser shall be used for deliveries to third parties only with the prior writ-
ten consent of the purchaser. In the same way, the scrapping or warehousing of 
such tools as have been fully paid for by the purchaser shall require the written 
approval of the purchaser.

XII. Provision of materials
1) Materials provided by the supplier to the purchaser shall remain the property of 
the purchaser and shall be stored separately from the goods of the supplier free-of-
charge and clearly marked and managed as property of the purchaser. The sup-
plier shall use such materials provided exclusively for carrying out delivery and 
rendering of services to the purchaser. Should any third-party claim be invoked on 
the materials provided, the supplier shall inform the purchaser in writing and with-
out delay and take all measures at its own expense, to defend the ownership 
rights of the purchaser.

XIII. Prohibition of competition
1) The supplier shall offer and/or sell as spare parts, such parts/components as are 
manufactured for and in accordance with the drawings and specifications of the 
purchaser neither directly nor through third parties to end-customers or trade or-
ganizations. Equally prohibited is the manufacture of such parts/components by 
third parties with the aim of selling them through such third parties on own ac-
count. The parts shall be fitted with the supplier code issued by the purchaser 
and not with the name of the supplier. Exemption from this competition prohibition shall 
require the written consent of the purchaser.

XIV. General provisions
1) Should any provision of these terms and conditions and other agreements reached 
become invalid, it shall be without prejudice to the validity of the other parts 
of the agreement. The contract partners are obligated to replace the invalid provi-
sion with a regulation that is as close as possible to the economic objectives of the 
invalid provision.
2) The quality requirements of ISO9001 or EN9100 shall be complied with for all or-
der positions.
3) Whenever necessary, the supplier is obligated to grant the purchaser, its custom-
ers and the responsible aviation authorities access to its premises.
4) The delivery schedule number contained in this delivery schedule, the officer-in-
charge as well as the parts number of the purchaser shall be specified in corre-
spondences. The non-availability or incompleteness of delivery docu-
ments/certificates may lead to the rejection of the complete delivery.
5) The prices specified shall apply to the entire series. They may however be re-
negotiated by our end-customers to the benefit of the purchaser.
6) The exclusive basis for placing purchase orders, delivery call-offs and delivery 
schedules shall be the purchaser’s General Terms and Conditions of Business 
Transaction and Purchase.
7) Only Austrian laws shall apply with the exclusion of the reference standard of in-
ternational private law. The application of the United Nation’s treaty of April 11, 
1980 on agreements regarding the international sales of goods shall be ruled out.
8) Place of fulfilment shall be the domicile of the purchaser.
9) Place of jurisdiction shall be Wiener Neustadt, Austria.