

General Conditions and Terms (GCT) of System Industrie Electronic GmbH

(Division Solutions)

1. Applicability of General Conditions and Terms

1.1 Orderer is System Industrie Electronic GmbH, hereinafter called S.I.E.
1.2 These General Conditions and Terms form an integral part of each and every contract concluded by S.I.E and shall apply to all business relations between S.I.E and its SUPPLIERS, regardless whether the SUPPLIER refers to his own general condition and terms.

2. Requirements, Provisions

- 2.1 Any and all deliveries, performances and packaging have to fulfil the promised quality. Furthermore, they have to comply with the applicable rules of the EU.
2.2 Upon demand of S.I.E the SUPPLIER is obliged to prove the origin of the delivered goods and has to make available any and all documents and evidence in this regard.
2.3 Deliveries have to be made together with delivery notes, which have to contain the position number of S.I.E, the order number of S.I.E as well as the material number of S.I.E, and-if reflected on the order--the exact designation of material as well as the exact quantity figure.
2.4 Under the term „delivery date/delivery time“ as fixed in writing in the confirmation of order the parties agree that this means the day of arrival of the delivery at the department of receiving goods of S.I.E.
2.5 Deliveries/performances are regarded as being in conformity with the contract only, if any and all necessary papers and documents are attached. Otherwise S.I.E is entitled to return the goods delivered to the SUPPLIER or to store them, both at the risk and costs of the SUPPLIER.
2.6 It is agreed that the place of the delivery/performance (Millennium Park 12, 6890 Lustenau, Austria) is deemed also the place of performance and that the delivery/performance has to be made at the risk and costs of the SUPPLIER. Deliveries/performances have to be made at the usual business hours of the place of destination, however on Fridays only until 12.00 p.m.

3. Provided Material/Documents for the Production

- 3.1 If S.I.E provides to the SUPPLIER material for the fulfillment of the order, the material remains in the ownership of S.I.E, even in case that the material is processed or mixed by the SUPPLIER.
3.2 Any and all drawings, models and other devices, which were entrusted to the SUPPLIER, remain material and intellectual property of S.I.E, even in case that they are processed or mixed by the SUPPLIER. The documents entrusted have to be kept confidential by the SUPPLIER.

4. Intellectual Property Rights

- 4.1 The SUPPLIER has to indemnify S.I.E in regard to all patent, trademark, design, semi-conductor and copyright disputes in connection with the contractual use of the goods/performances. The SUPPLIER guarantees the unlimited contractual use of the goods delivered and/or of the objects of the performance.

5. Price, Invoicing, Terms of Payment

- 5.1 All prices are to be quoted either in Euro (EUR) or in US Dollar (USD). This applies also for the invoices. Value Added Taxes have to be quoted separately.
5.2 The prices are regarded as guaranteed fix prices. The prices have to be listed by the objects of goods and by the objects of performances.
5.3 Any and all costs, such as transport costs, disbursements, fees and or levies or taxes are borne by the SUPPLIER. This applies also in case of the fulfillment of warranty duties.
5.4 The term of payment of the price starts after the receipt of a correct and unobjectionable invoice, however not earlier than before the completion of the contractual performance. Subject to an agreement to the contrary all invoices are to be paid either within 14 days from the beginning of the term of payment, with a discount of 3 per cent, or in full within 30 days. The date of paying-in by S.I.E is decisive for the punctuality.
5.5 Invoices are regarded as being correct only, if they reflect the order number, the position number and the date of the order and if they fulfill all requirements pursuant to the Value Added Tax Law and if they are received twofold by the competent department of S.I.E. All invoices have to reflect—if applicable—the discounts and reductions. In case of deliveries within the EU each invoice has to reflect the customs code (INTRASTAT) as well as the net weight of the object of delivery and a delivery note has to be attached. Invoices, which are not correct, especially invoices with wrong addresses or invoices with factual or calculation mistakes, do not cause maturity until the invoice is corrected, and at any time they may be returned by S.I.E.
5.6 Payment by S.I.E is not to be regarded as an acknowledgment that the SUPPLIER has fulfilled all his contractual obligations. Especially, a payment is not a waiver of any kind of S.I.E regarding claims for warranty, guarantee or damages.

6. Duties of Information

- 6.1 The SUPPLIER is obliged to inform S.I.E in time regarding the discontinuance of the production of delivery goods, so S.I.E may take the necessary steps (last order). The information has to be provided in written form to the E-Mail-Address ChangeNotice@sie.at.

7. Default on Delivery

- 7.1 If the fulfillment of a contractual duty is delayed for reasons, which are not under the responsibility of S.I.E, S.I.E is entitled either to demand the fulfillment of the contract and to ask for a contractual penalty or to withdraw immediately from the contract, subject to claims for damages. As the contractual penalty the payment of an amount corresponding to 1 per cent of the value of the order of the part, which is defaulted, per full week of delay, is agreed, however not more than 6 per cent of the total value of the contract.

8. Warranty

- 8.1 The term of warranty is at least 24 months and starts at the time of completion of the performance in accordance to the contract.
8.2 Also in case of a minor material defect the SUPPLIER is obliged to repair the defect. If the SUPPLIER does not immediately repair the defect, after an adequate term S.I.E. is entitled to cause a substitute performance, either by S.I.E or by a third party, or to withdraw from the contract.
8.3 In every case of a defective performance the SUPPLIER is obliged to reimburse S.I.E for any and all costs connected therewith.

9. Provisions regarding Liability

- 9.1 The rules of liability as set forth in the law apply.
9.2 However, if claims are made by third parties against S.I.E on the grounds of an alleged defect according to the provisions of the Product Liability Act or of other relevant legal provisions, the SUPPLIER has to indemnify fully S.I.E for fault or causality.

10. Term of the Contract / Termination of the Contract

- 10.1 S.I.E is entitled to terminate the contract unilaterally and with immediate effect,
 - if bankruptcy proceedings are opened in regard to the assets of the SUPPLIER or if an application to open such proceedings is denied due to lack of property, or
 - if there are circumstances, which obviously make the fulfillment of the order in due time impossible, or
 - if the SUPPLIER or one of his subcontractors has violated the duty of secrecy or any other material provisions of the contract.

11. Secrecy/Protection of Data

- 11.1 The SUPPLIER is obliged to keep all information and data, which become known to him in connection with an order, secret and to use them exclusively for the fulfillment of the contract.
11.2 The duty of secrecy remains also after the fulfillment of the order by the SUPPLIER and after the completion of the contractual relationship.

12. Written Form

- 12.1 Contracts, alterations and amendments as well as other declarations in connection with a contract become binding only, if they are in writing.

13. Jurisdiction, Governing Law

- 13.1 For any and all contracts between the SUPPLIER and S.I.E Austrian law shall apply exclusively. Furthermore, all disputes shall be exclusively referred to the courts, which are competent for the headquarters of S.I.E in 6890 Lustenau, Austria.
13.2 However, S.I.E is entitled to file suit against the SUPPLIER also at the court, which is competent for the seat of the SUPPLIER.
13.3 The applicability of the provisions of the UN Sales Convention, (United Nations Convention on Contracts for the International Sale of Goods), as well as the rules of international private law shall be excluded.