

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR ELOXAL AND POWDER COATING

**1. General information:** Unless specific conditions are negotiated separately and confirmed by us in writing, the following terms and conditions of sale and delivery are deemed as agreed, which the Purchaser expressly agrees to upon the placement of an order or the delivery of materials. The Purchaser's own conditions of purchase are not recognised by us and consequently not part of the contractual content. Piesslinger GmbH is not authorised to process or manufacture weapon parts according to the Weapons Act (*Waffengesetz*). Within the meaning of the law, weapon parts may not be made available to us by the customer.

**2. Offers and conclusion of contract:**

All orders, agreements, additions, amendments and ancillary agreements, including via telephone, are only deemed as binding for us once they have been subsequently confirmed by us in writing, unless an order has been carried out by tacit agreement in an individual case.

Orders are based on the standards defined in our offer or, respectively, in the GTC under the contract. Customer-specified factory standards, contract specifications, etc. shall not be part of the contract even if these are not expressly contradicted on our part. We generally exclude Qualanod quality regulations for the anodisation of parts.

Upon the initiation of insolvency proceedings or for other objectively justifiable reasons, we are free to withdraw immediately from the underlying offer (possibly framework agreement) or, respectively, from the orders based thereon or any follow-up contracts.

**3. Prices:** Our prices are according to the current price lists as well as all our price offers; they are non-binding and ex works Molln. The prices are based on the current production costs. Should these change, we reserve the right to make appropriate adjustments at the time of delivery.

**4. Delivery:** Transport is always at the risk of the Purchaser, even if carriage paid delivery has been agreed upon.

The Purchaser has to ensure proper and swift loading and unloading at its establishment. We shall not cover the transportation insurance for the 'to and from' transport of the goods to be processed. Measures that are necessary for the damage-free transport of the material to be collected, and which serve to protect the anodised or coated surfaces after the return delivery as well as during refining, assembly and for the prevention of damaging influences on the construction site, must be observed by the Purchaser. We may make partial deliveries and charge separately on delivery.

The delivery note must be duplicated, one copy of which is to be consigned to the recipient of the delivered goods and the second copy (confirmed by the recipient) is to be transmitted to the sender.

**5. Storage note:** Stains may form on the surfaces due to interactions between heat, cold, humidity, sun, rain, etc. For already-treated material, the customer must therefore also provide storage appropriate for semi-finished products.

**6. Payment terms:** Billing is through partial invoices. Payments are to be made to our company net without deduction upon invoicing. If the payment terms are not met, we reserve the right to charge interest at base bank rates. Furthermore, the replacement of all dunning and collection costs applies. In principle, bills of exchange are accepted only upon agreement. The Purchaser can neither withhold its payment, e.g. because of any notices of defects not acknowledged by us, nor assert off-setting (contractual exclusion of set-off). In certain cases, we reserve the right to make deliveries only against advance payment or cash on delivery. If necessary, we shall use our right of retention.

**7. Delivery deadlines:** Delivery deadlines apply from full clarification of a confirmed written order and are non-binding. Operational and traffic disruptions, problems with the supply of electricity and materials, defects in machinery, manpower shortages, accidents, strikes and other cases of force majeure release us from the agreed-upon delivery dates as well as from the obligation of complete order fulfilment, such that no claims of any kind shall be made against us by the Purchaser in this respect, in particular no claims for damages due to delay or (partial) impossibility of performance. Failure to meet a delivery date due to force majeure shall be indicated by us within a reasonable period of time in writing.

**8. Packaging:** Packaging material provided by us shall be charged.

**9. Warranty, liability and notice of defects for contract anodisation and powder coating:** On the condition of a deep cleaning as well as cleaning performed twice a year by a member of the GRM according to GRM guidelines (*Gütegemeinschaft für die Reinigung von Metallfassaden e.V.* – a quality board for the cleaning of metal façades), as well as documented in writing and brought to the attention of Piesslinger immediately (i.e. within one month), we provide a warranty for contract anodisation for a max. of three (3) years from delivery by the company Piesslinger as per ÖNORM C 2531 or, respectively, as per GSB AL 631 for powder coatings (international quality guidelines for the coating of components made of aluminium). Defects resulting from the use of the products in the maritime sector (i.e. up to 150 km linear distance from the sea), or from other particularly polluted areas of use (such as in thermal/swimming pools, or within the reach of industrial or other aggressive emission sources), do not fall under the warranty provisions. In these cases, the literature recommends to give preference to anodisation or at least to use certified pre-anodisation as a pre-treatment for powder coating, which is to be ordered separately by the customer where necessary. Generally, however, damages are excluded from the warranty, which are caused by filiform corrosion or corrosion in general. No warranty, guarantee or liability is assumed for defects that are due, for example, to uneven exposure to the sun or other conditions pertaining to surroundings or the environment, etc. Claims of the Purchaser that are contradictory in whole or in part to the standards mentioned, as well as the omission of necessary information or the information we require from the Purchaser, releases us from compliance with the standards mentioned and any resulting consequences. No warranty is given for resistance to light of the colouration or powder coatings. Only the light resistance values of the inking units may be specified, which could be achieved while complying with all necessary conditions. Slight colour differences due to special working operations or mechanical processing, or differences in gloss level are considered as contractually agreed upon and have to be accepted. These are not included among any free subsequent work.

Regarding permissible colour tolerances for RAL colour templates, the directive VdL-RL 10 'Permissible colour tolerances' is used in the currently valid version. This refers exclusively to sample test plates manufactured under standardised laboratory conditions, and not to end-coated components.

The goods must be inspected immediately after delivery. The defects

established in this manner must be reported to us in writing immediately, at the latest however within eight days after delivery, by describing the nature and extent of the defect. Obviously faulty parts may not be further processed, transmitted or installed, etc. by the customer. Hidden defects must be reported immediately once these are discovered. If a complaint is not made or not raised in time, the goods are considered as approved. The assertion of warranty or damage compensation claims due to the defect itself, as well as the right to rescission on the grounds of the defects, is excluded in these cases.

The warranty period is six (6) months for movable goods and one (1) year for immovable goods from delivery/service.

Any warranty is explicitly excluded for coatings with materials provided by the customer. The customer is responsible for inspecting the use of the parts.

Upon proper notice of defects, we must be given the opportunity to inspect the defect on site or, respectively, to have it inspected. Nothing may be changed without our express consent before inspection in case of loss of the warranty claim on the criticised goods. Rejected parts must be returned to us immediately upon request. The contracting partner shall always have to prove that the defect already existed at the time of delivery. The legal presumption that a defect, which comes to light within the first six months after handover, was already present at the handover is expressly excluded.

We shall carry out free subsequent work once we acknowledge a notice of defects to be legitimate; we must be granted a reasonable time limit in this respect. Apart from those cases in which the right to cancellation exists by law, we reserve the right to fulfil the warranty claim at our discretion through improvement, exchange or price reduction. Statutory warranty provisions apply for subsequent work. Compensation for material and processing, lost profit, dismantling costs, consequential damages arising from the defect, or other claims for damages caused by slight negligence/penal claims, etc. of the Purchaser are excluded. Costs resulting from the unfounded notice of defects shall be borne by the Purchaser. Upon the delivery of poor material which is unsuitable for anodising, or of faulty and improperly processed material, the liability for defects of the anodisation or, respectively, the coating becomes void. Additional costs arising from the condition of such materials shall be charged separately. No reimbursement shall be granted for any processing waste resulting from modifications or, moreover, for any impairment to the dimensions or fit of moving parts.

No liability is assumed for up to 3% rejections and shortage of small parts. There is no obligation to remedy defects if the Purchaser has not fulfilled its payment obligation. The warranty does not apply to defects which occur due to poor maintenance, inappropriate or improper use, excessive strain, repairs by unauthorised persons as well as through normal wear and tear. The Purchaser is responsible for the specification or description of the processing type and colouration of the orders. Because the colour tones are dependent on the material (e.g. for ANOLOK and SANDALOR anodisation), the Purchaser is required to specify with its material supplier the appropriate type of alloy suitable for Anolok or Sandalor, respectively, in terms of anodisation quality according to ÖNORM C 2531. Any warranty, guarantee or liability shall be invalidated by us upon delivery of unsuitable material. An absolute colour match is impossible to achieve due to material and technical processing reasons. Before executing an order (e.g. using the ANOLOK or SANDALOR method), on that score the Purchaser must have a brightness tolerance sample made from the original material of the respective commission and submit it to the architect as well as the builder for approval. Anodisation orders commissioned by the customer without an object-specific boundary part shall be executed within the usual tolerances according to standard Piesslinger values. These light or dark limits are binding for acceptance. Colour nuances that emerge should therefore be taken into account during project planning and installation.

Like all ferrioxalates, anodised gold colouration shows a colour change ('first break') after a short exposure time. A colour match is not guaranteed for subsequent deliveries or necessary repair work as well as for any connecting objects.

In principle, the RAL colour chart is binding for determining the colour shade of powder coatings. Our warranty expires when using unsuitable cleaning products and aids, and we accept no liability whatsoever. We assume no liability for transport damage.

**10. Compensation for damages:** Apart from personal injury, we are only liable if at least gross negligence is proven to us by the injured party. Claims for damage compensation expire six months after discovery of the damage and the originator of the damage, in any case six years after provision of the service or delivery.

**11. Product liability:** Any recourse claims that are made against us under the heading 'Product liability' within the meaning of the Product Liability Act (*Produkthaftungsgesetz*, PHG) are excluded, unless the recourse claimant proves that the mistake was caused within our sphere of responsibility and was at least grossly negligent.

**12. Reservation of ownership:** All deliveries are made under reservation of ownership. Ownership passes to the buyer only once the latter has paid the purchase price as per the written order confirmation/delivery note.

**13. Place of performance and jurisdiction:** The place of performance for delivery and payment is Molln, the place of jurisdiction is Steyr. This also applies to legal action concerning promissory notes, bills of exchange and documentary processes. Solely Austrian law applies, excluding the reference standards of international private law and the UN Sales Convention.

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