

### General Terms and Conditions of Delivery:

The "General Terms of Delivery issued by the Association of the Austrian Electrical and Electronics Industry, Edition March 2009" as well as the "Terms and Conditions for Software Transactions issued by the Association of the Austrian Electrical and Electronics Industry, Edition 1998" shall apply and constitute an integral part of our offer. In the event that any lasting changes of requirements should occur in the course of the project term, involving additional work and expenses beyond the services specified in our offer, the project term may be extended by mutual agreement with the customer, and any additional work and expenses will be invoiced. Planning documents of the customer are used as the basis of the contract. It is taken for granted that the planning documents are correct. We will check planning documents only to the extent as agreed with us.

#### Hourly rates:

The hourly rate quoted in the offer is based on normal working hours per week of 38.5 hours.

Services rendered beyond normal working hours from Monday to Saturday between 6 am and 7 pm are considered as 50% overtime and are remunerated at a surcharge of 35%.

Services rendered on Sundays and public holidays as well as from Monday to Saturday between 7 pm and 6 am are considered as 100% overtime and are remunerated at a surcharge of 70%.

Time spent on the road in the passenger car / bus / pickup truck will be remunerated at the agreed mileage allowance.

#### Remote maintenance:

Upon termination of the remote maintenance agreement all devices provided for the purpose of remote maintenance must be returned to SPS in sound and functioning condition, incl. the enclosed documentation, drivers, as well as cord and plug.

The basis for invoicing is the actual time spent online at the quoted amount for each half hour or part thereof.

#### Business trips:

Daily allowances as agreed, though at least 10% over the collective bargaining agreement.

Travel times are reimbursed on the basis of normal working hours. Travel expenses for business trips are reimbursed on the basis of actuals and/or as agreed.

#### Documentation:

The documentation shall be delivered as agreed approx. one month after acceptance of the plant. We reserve the right to deliver the documentation only after receipt of 90% of the contract value. Unless agreed otherwise, documentation will be provided in German, in the form of one hardcopy and one electronic copy (CD, DVD or flash drive).

#### Acceptance:

Acceptance of the plant shall be performed immediately after commissioning. The defects detected on acceptance are recorded in a list, which we shall work off by an agreed date. Later extensions to this list are not covered by this offer and do not have any suspensive effect on acceptance.

### Warranty and guarantee:

The statutory provisions as well as the provisions of the Austrian standard OENORM shall apply.

In the event that the contractor's services are modified by third party intervention, even if only marginally, an exclusion of warranty and guarantee shall be deemed as agreed.

Warranty will be performed in the form of remedy of defects within a reasonable period of time. This shall apply to defects that are notified by the customer in writing and in comprehensible form within the period of warranty. If the defect can neither be detected nor comprehended, any costs incurred shall be borne by the customer. Claims for damages raised by the customer from unforeseeable and uncontrollable circumstances as well as claims for damages from consequential damage shall be excluded.

#### Reservation of title:

Delivery is made exclusively with reservation of ownership. Title shall not pass to the buyer until payment in full of all debts incurred under the contracts concluded between the buyer and us. In case of current invoice the reserved title is considered as a hedge of our claims. If the parts are to be included into a plant existing at the buyer's, then we shall be granted a pro rata co-ownership in the entire plant. Any enforcement of the reservation of title as well as any attachment of the delivery item on our part does not automatically constitute a cancellation of the contract. In the event that the buyer is in default of payment on payment date we shall be entitled to take back the item to which we reserved title. The buyer shall accede, already on conclusion of the contract, to all the necessary steps we may take to gain immediate possession of the item to which we reserved title.

#### Basic Data Protection Ordinance:

We would like to point out that when an order is placed, we assume that you agree with our current data protection. You can require these at [datenschutz@sps.at](mailto:datenschutz@sps.at). The entire information flow during the bid preparation process will be saved by SPS and stored for future communication.

#### Company data:

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