

**General Terms and Conditions (GTC) of the
company HOVA Maschinenbau GmbH**
vacuum lifting technique

These General Terms and Conditions (hereinafter referred to as: General Terms and Conditions) are basically designed for legal transactions between companies. If, exceptionally, they should also be used as a basis for legal transactions with consumers within the meaning of the Consumer Protection Act are only valid insofar as they do not contradict the mandatory provisions of this law

i.

scope

1. These General Terms and Conditions apply to all orders and services between the client and HOVA Maschinenbau GmbH Vacuum Hebe-Technik (hereinafter referred to as contractor). The general terms and conditions of the client only apply if this is stipulated by the contractor the conclusion of the contract is expressly confirmed in writing. The contractor expressly declares only on the basis of these terms and conditions wanting to contract. If individual provisions of these General Terms and Conditions conflict with the Client's General Terms and Conditions, the Contractor's General Terms and Conditions shall apply. The non-conflicting provisions in the General Terms and Conditions shall coexist.
2. Client and contractor agree that these GTC are not only valid for the first transaction between them, but the application of these General Terms and Conditions for all further transactions is hereby expressly agreed.
3. With his signature on the order, the client declares that he agrees with the content of these General Terms and Conditions. With his signature on the order, the client declares that he has read these General Terms and Conditions and has at least had the opportunity to learn from the content of them to take note of the terms and conditions.
4. Verbal declarations of any kind are invalid. Verbal declarations or deviations from these General Terms and Conditions are only effective if the contractor acknowledges them in writing.
5. Order confirmations and shipping notifications will only be sent by the contractor upon the express written request of the sent by the client.

II.

Offer, prices, shipment, delivery time

1. Offers from the contractor are only binding if the order is placed in writing within 14 days of the date of the offer verifiably reaches the contractor, unless a different time limit is included in the offer. Will be an order without a prior offer, the contractor can claim the fee that is in his price list or his usual fee is equivalent to. If the order is placed or executed at short notice, the contractor is entitled to charge surcharges in addition to the prices stated in the price lists or his usual fee.
2. The Contractor only assumes a price guarantee for a period of three months from the date of the offer. The contractor is therefore entitled to a higher price than that agreed upon when the contract was concluded or as defined in point II.1. of this contract to charge a specific fee. The prices listed in the offer or the order confirmation of the contractor are based on the calculation existing at the time of the offer or order confirmation. If there is a significant change in the calculation bases existing at the time the offer is submitted or the order confirmation, such as the raw material prices, exchange rate, the personnel costs - at least 10% - after completion of the order, the contractor is entitled to agreed prices or the fee by the proportionate additional costs.
3. The delivery times stated in the offer are non-binding. Unless otherwise agreed, the delivery period begins on no later than the following dates:
 - a) date of order confirmation; b)Date of fulfillment of all technical, commercial and financial requirements incumbent on the buyer;
 - c) Date on which the contractor receives an advance payment to be made and/or a letter of credit to be drawn up is opened.If a clarification of production-related questions is required, the delivery period only begins after these questions have been clarified by the Contractor. This is the case if the contractor notifies the customer in writing that the production-related questions have now been clarified.
4. If the contractor is unable to fulfill his obligations after the conclusion of the contract due to the occurrence of unforeseeable, unusual circumstances, such as operational disruptions, official sanctions and interventions, delays in the Delivery of essential raw materials, energy supply difficulties, is prevented, the delivery period is extended appropriately Scope. If these circumstances make it impossible to fulfill the contract, the contractor is released from his contractual obligations.
5. Information about the services of the contractor given in catalogues, price lists, newspapers, brochures, company information material, brochures, advertisements, at exhibition stands, in circulars, advertising mailings or other media does not constitute offers of the contractor and the client cannot refer to them.

6. The prices quoted in the offer are exclusive of statutory sales tax and do not include packaging and shipping costs. Unless otherwise agreed, the fee is due in cash upon collection by the client. He follows

exceptionally, a delivery without simultaneous cash payment of the agreed fee, the fee is due within 14 days

Receipt of the invoice is due and is to be transferred to the customer without any deductions and free of charges, even if a

notice of defects was raised. The raising of a notice of defects does not entitle the customer to withhold part or all of the agreed payment. In any

case of a delay in delivery, the customer must first notify the contractor by registered letter

to set a reasonable grace period for the fulfillment under threat of withdrawal and only if this grace period has not been used

has elapsed, setting a reasonable, additional period of grace to make up for it by registered letter

explain contract.

7. In the event of default of payment, 12% pa is agreed. Should the contractor claim interest in excess of this, he is entitled to demand this as well.

In the event of a delay in payment, the customer shall bear all costs incurred as a result of the delay in payment, such as in particular expenses for reminders, collection attempts and any judicial or extrajudicial costs

reimburse legal fees incurred.

8. Unless expressly agreed otherwise, the customer must send the material to be processed free of charge to the

deliver contractor. The place of performance for all services is therefore the contractor's plant to which the material to be processed was handed over. The contractor's work is also the place of performance for purchase contracts.

9. If the client orders the shipment of the work, the client hereby agrees that

that the type of packaging and shipment can be selected by the contractor. The cost of packaging and the

Shipping and the risk of loss and damage after completion of the work are at the expense of the client.

10. When sending the work, the contractor is entitled to collect the packaging and shipping costs as well as the cash on delivery fee from the

customer. The customer is in default of acceptance if he does not accept the product at the agreed time. In the event of default in acceptance, the service provided by the contractor is deemed to have been rendered and payment is due.

11. The client expressly waives any counterclaims he may have against the contractor with the

agreed or within the meaning of point II.1. to offset the fee specified in this contract. The same applies to offsetting

any alleged price reduction or other warranty claims.

III.

Right of lien, right of retention, retention of title

1. The client grants the contractor a lien on the manufactured products, goods and the items handed over

a. The pledged items in the custody of the contractor serve to secure all, also from others

Legal transactions arising from claims of the contractor against the client. After the payment is due, the

Contractor is entitled at any time to auction the pledged items or to sell them privately at his discretion.

2. Furthermore, the contractor is entitled to secure his due claims and also to secure claims from other legal transactions, the products and goods

until all outstanding claims have been settled, including

Claims from point II.6. and 7. of this contract.

3. All goods and products remain the property of the contractor until full payment has been made by the customer. Of the

The client is only entitled to further change goods or products delivered while maintaining the retention of title.

The customer is not granted the right to dispose of or sell the goods. In the event that the client nevertheless resells the goods and products in the conditional property of the contractor or third parties in any other way

claim rights to these goods and products, the client shall indemnify and hold the contractor harmless with regard to these claims

uncomplaining. In the event of resale, the customer hereby assigns the customer any liability arising from the resale

entitled claims on account of payment to the contractor. In the event of default of payment, the client has the repurchaser of

of this assignment of claims immediately and to inform them of the existing retention of title.

IV

Participation of the client

1. In the case of assembly by the contractor, the client is obliged to inform the contractor's staff by fulfilling the following

Support mounting requirements:

a) The client guarantees that orderly conditions prevail on the construction site and that access routes are fixed and passable

to the construction site, so that assembly work can begin immediately after the contractor's assembly personnel have arrived

can be started.

- b) the client also creates the following installation requirements: aa) Carrying out all earthwork, construction and painting work, including the procurement of the materials and building materials required for this.
- bb) Installation of the mains connection switch and manufacture of the necessary supply lines up to the terminal box of the main power supply as well as the laying of the stationary power lines. The cross-section of the supply must be dimensioned in such a way that the voltage drop up to consumers is not greater than 5% based on the starting current. The lockable mains connection switch with appropriate labeling is to be arranged in an easily accessible place in the immediate vicinity of the power supply. The crane runway is in the to include on-site protective measures (grounding).
- cc) Provision of power current for 400 volts and light current for 230 volts, as well as the creation of connections for site power distribution in are located in the immediate vicinity of the installation site (no more than 20 meters away). Heating and lighting of the construction site as well Provision of sanitary facilities, provision of compressed air, fuel and other operating resources such as gas and oxygen. dd) Weights for the test load together with the corresponding lifting gear for acceptance. ee) Provision of sufficient, level, cleared, fixed space at floor level for carrying out the assembly, which for the attachment of the safety ropes and hoists is suitable and also offers a storage place for the material.
- ff) Transport of the system parts to the assembly site.
- gg) Protection of the assembly parts and materials from harmful influences of any kind.
- hh) Provision of a lockable recreation room and a lockable room for storing the assembly equipment and tools.
- ii) The ability to bring the entire system delivery into the building.
- jj) Unloading work and proper interim storage of the plant components.
- kk) Provision of suitable mobile lifting gear (forklift truck, truck-mounted crane, mobile crane) including suitable lifting gear.
2. The client is liable for the correctness of the documents to be supplied by him, such as drawings, gauges, samples and the like, as well as for the suitability of the items handed over for processing. All information about dimensions and the like require the written confirmation from the contractor. A duty of any kind to check, warn or provide information with regard to the customer Documents made available, information transmitted or items handed over does not exist and liability in this regard is assumed of the contractor are mutually excluded.
3. The customer is liable for the necessary technical requirements for the work to be produced or the object of purchase are created on site and that the technical systems of the client correspond to the state of the art and with the works or objects of purchase to be produced by the contractor. In particular, the customer is responsible for ensuring that Installation site (e.g. floor, foundation, statics of a hall) suitable for the attachment of the contractor's systems and in this regard is checked. The contractor is not subject to any kind of inspection, warning or clarification obligation with regard to the installation site always determined by the client. If the installation site is found to be unsuitable, the client shall be liable to the contractor for the additional expenses incurred and other damages.
4. If the provision of auxiliary staff by the customer has been agreed, the customer shall provide this staff in the Contractor named number and qualification.
5. The customer must take the necessary measures to protect people and equipment at the assembly site. The client informs the contractor's assembly manager about the safety regulations to be observed at the assembly site.
6. If the customer provides the crane runway on site, this is to be done taking into account the corresponding crane loads according to the valid ÖNORM and to provide statistical evidence for this. Necessary buffer end stops are provided by the customer based on the information provided by the contractor.
7. If the delivery of the crane runway is included in the contractor's scope of delivery and services, the on-site welding base or the steel bracket shall apply as the delivery limit.
8. The tolerance range for the level difference of the crane runway supports must not exceed the tolerance range specified by the contractor exceed. If the padding needs to be relined, the contractor will be responsible for the additional costs incurred as a result invoiced separately for the actual work and material costs.
9. Disposal of any transport goods or materials made available is the responsibility of the customer.

V

Intellectual property rights, drawings, samples

1. The customer is liable to the contractor for the fact that the execution of the commissioned services and the Use of the drawings, samples or similar implementation regulations or aids provided, domestic or foreign Property rights of third parties, in particular patent, trademark and design rights are not violated. The client has the contractor for the In the event that third parties assert claims from such infringements, to hold harmless and harmless.

2. The contractor assumes no liability for loss or damage to the tools, drawings, samples, devices and objects provided. Should the client wish to have insurance for this, such insurance will only be taken out concluded by express order and at the expense of the client.
3. Plans, sketches, other technical documents, illustrations, samples, design drawings and the like remain intellectual property of the contractor. Any exploitation, duplication, distribution, publication and presentation may only take place with the express written consent of the contractor. Furthermore, the client is entitled to any - be it paid or free - Disclosure to third parties without the express written consent of the contractor

VI. warranty

1. The warranty period is 6 months and begins when the work or object of purchase is handed over to the customer or when it is made available at the contractor's premises. In the case of divisible services, the period for each partial service begins to run separately.
2. A warranty obligation is excluded if the client does not provide the contractor with flawless and correct parts or materials, or the client does not fully comply with the obligations to cooperate listed under point IV.
3. There are no warranty claims for defects caused by improper use or use contrary to the intended use or excessive stress by the customer or his customers, if the customer or his customers do not follow the installation or operating instructions provided by law or by the contractor; if the delivery item due the specifications of the customer, in particular according to the drawings provided by him and the defect on these specifications or drawings; in the event of faulty assembly or commissioning by the customer or third parties natural wear and tear, incorrect or negligent handling, in particular the use of unsuitable operating resources, replacement materials, chemical, electrochemical or electrical influences, poor maintenance or changes to the delivered work or purchased items.
4. Notifications of defects and complaints of any kind must be made in writing immediately after acceptance, stating the exact to disclose the information required to identify defects. Verbal, telephone or non-immediate notices of defects and Complaints as well as notices of defects without simultaneous handover of the goods complained about to the contractor will not be considered.
5. Notices of defects and complaints are to be made at the contractor's registered office and must be submitted to the customer in writing letter of complaint to hand over the goods complained about. The Contractor is entitled to make any changes it deems necessary Carry out or have carried out an investigation, even if this renders the goods or workpieces unusable. For in the event that this examination shows that the contractor is not responsible for any errors, the customer shall bear the costs for these examination - but at least 1% of the purchase price or wages of the item submitted for examination.
6. If the client makes changes to the delivered goods or works, the warranty obligation of the contractor expires.
7. When asserting warranty claims, the contractor is entitled to remedy the defect either by improving it or avoid exchange. After any unsuccessful improvement or replacement, the contractor is entitled to make another attempt at improvement/ replacement. Thereafter, the customer is entitled to price reduction or conversion claims.
8. All costs incurred in connection with the improvement, such as transport and travel costs, are borne by the client. The contractor must support the client to a reasonable extent in eliminating defects.
9. If the contractor's services are changed without the contractor's prior written consent, each one expires warranty.

VII. Liability

1. The contractor is only liable for damage if the client can prove that he acted with intent or gross negligence. the Liability for slight negligence is excluded.
2. Compensation for indirect damages, defects, consequential damages, lost profits, financial losses, loss of interest, damages due to increased personnel costs or operating errors on the part of the client, damage to the goods being transported, damage occurring during the Trial operation and damage caused by claims by third parties against the client are excluded in any case.
3. The culpability of the contractor must be proven by the client in any case.
4. The liability of the contractor is in any case limited in terms of amount up to the amount agreed or according to point II.1. specific fee for the relevant order. The contracts accepted by the contractor are only valid with the reservation of these limitation of liability accepted. Any further liability of the contractor is expressly excluded.

5. If the defective production or processing is due to incorrect, incomplete or unclear information or such cooperation (point IV.) on the part of the customer or is due to the fact that the customer did not have flawless and correct parts, materials, plans, drawings, data sheets, or that the installation site (see point IV.3.) is not suitable, the liability of the Contractor excluded.

6. The client waives contesting this contract due to error.

7. The object of purchase or the manufactured work only offers the security that is based on approval regulations, operating instructions, The customer's regulations regarding the treatment of the object of purchase or work - in particular with regard to any prescribed checks - and other given notices can be expected.

8. The obligation to compensate for property damage resulting from the Product Liability Act and product liability claims arising from other Provisions that can be derived are excluded. The client declares that the delivered goods or Works are things that are mainly used in the client's company.

The customer is obliged to transfer the exclusion of liability for product liability claims to any contractual partners. A

Recourse by the client against the contractor from claims under the Product Liability Act is excluded.

The customer is obliged to ensure that operating instructions for the delivered goods or works are available to all users

be respected. In particular, the customer must train and instruct his staff and other persons who come into contact with the delivered goods or work accordingly. The customer shall notify the contractor of any defects found in the goods

or the work in case of any other loss of claims immediately. The client has sufficient

to take out insurance for product liability claims and to indemnify and hold the customer harmless in this respect.

9. Claims for damages by the customer for whatever reason must be made within six months of becoming aware of the damage to assert in court.

VIII. General

1. Should one provision of these general terms and conditions be ineffective, this affects the validity of the rest content of the contract. With regard to the legally ineffective provisions, the contracting parties agree that the loophole will be filled by one of the to close a provision that is close to the ineffective provision and that is customary in the industry.

2. Place of jurisdiction for legal disputes relating to all services provided by the contractor, including claims asserted by

The customer is the local court responsible for the contractor's registered office. 3.

Changes and additions to this contract, including the General Terms and Conditions, must be made in writing in order to be legally effective. Of this

The requirement of written form can also only be waived in writing. It is stated that side agreements do not exist.

4. The contracting parties agree on the application of Austrian law. The application of the UN Sales Convention will be mutually agreed excluded.

5. Insofar as individual provisions of these General Terms and Conditions contradict provisions in an individual agreement, the provisions in the individual agreement take precedence.