

GENERAL CONDITIONS OF PURCHASE

1. Conclusion of contract

The following General Conditions of Purchase shall apply exclusively to our purchase orders. Upon acceptance of the purchase order, our General Conditions of Purchase are regarded as accepted and replace any general conditions of sale and delivery that may be contained in the seller's quotation or order confirmation regarding the execution of the relevant purchase order, including if we have not objected to them. Accordingly, the seller's conditions of sale and delivery are only binding on us if and to the extent that we have accepted them in writing and apply only to the relevant individual transaction.

2. Order confirmation:

If an order confirmation is not given within a reasonable period, we are no longer bound to the purchase order. If the recipient of the purchase order commences with the execution of the purchase order within 14 days, calculated from the date of the purchase order, the purchase order is regarded as accepted without reservations also without an order confirmation.

3. Prices:

The prices indicated in our purchase orders are binding. Any price changes - irrespective of the reason - and prices which are not contained in the purchase order or which can only be notified after the purchase order must be acknowledged by us in writing. Unless agreed otherwise in the purchase order in writing, the agreed prices are free place of delivery, including packaging.

4. Delivery period:

The agreed delivery dates are binding, except in cases of force majeure.

The delivery period specified by us is calculated from the date of the purchase order. If no delivery or incomplete delivery is effected within this period, we have the right to cancel the contract without granting a grace period, without prejudice to our right to make damage claims. If the seller recognises that punctual delivery is impossible as a whole or in part, it shall notify us immediately in writing by specifying the reasons and the expected additional delivery period.

Our determinations shall be decisive for determining the delivered quantity, unless any determinations by the railway authorities are presented. Premature deliveries shall not affect our term of payment.

5. Shipment:

Our previous written consent is necessary for shipments carried out by forwarders. We must be notified immediately of the dispatch of each shipment. A packing slip or delivery note, showing our purchase order number, is to be attached to the shipment. We only bear the costs of transportation insurance if this has been agreed upon explicitly in writing. In the event of border-crossing shipments, at least two invoices as customs documents and certificates of origin are to be included in the freight documents. All shipments that cannot be accepted due to non-compliance with the aforementioned shipment, customs or documentation provisions, are stored at the seller's cost and risk until smooth handling of the transaction has become possible through the submission of proper documents. All risks, losses and costs resulting from a non-compliance with the aforementioned shipment, customs and documentation provisions shall be borne by the seller and the due date of invoice payment shall be extended accordingly based on the date of performance or submission of missing papers or documents.

6. Packaging:

The seller is obliged to provide appropriate packaging based on the specific requirements of the goods and/or the type of shipment so that the proper arrival of goods at the place of delivery is ensured. The packaging costs are included in the prices of the purchase order. Costs resulting from damage to the goods due to insufficient packaging shall be borne by the seller in any case.

7. Passing of risk:

The risk shall not pass to us before proper acceptance of the goods at the place of delivery.

8. Warranty:

With respect to defects in the delivery, which also include the lack of warranted properties, the seller's warranty period shall be two years from the successful acceptance, unless agreed otherwise in writing in the individual case. Without prejudice to our other rights under the seller's warranty liability, we are entitled to rectify any defects and damage at the seller's cost in urgent cases or if the seller fails to fulfil its obligations in due time.

The seller shall assume an identical warranty obligation for any goods and components not produced, but delivered by the seller. If it becomes intolerable for us, due to important reasons in the person of the seller, to request the rectification or exchange of the defective delivery or if these remedies are connected with considerable difficulties on our part, we will be entitled to cancel our purchase order immediately. Hidden defects can be asserted for a period of three years from the successful acceptance. With respect to goods that are usually left in the packaging until use, defects that become visible upon unpacking are regarded as hidden defects. The seller waives the objection of a delayed notice of defects. In the event of substitute delivery and repair, the warranty period commences anew. Any additional costs incurred due to a covering purchase shall be borne by the seller. If we resell the seller's goods, the seller undertakes to indemnify us from and against all warranty claims made by our purchasers insofar as these do not exceed the extent of our statutory warranty vis-à-vis our customers. This also applies if the periods for making our warranty claim against the seller have already expired.

9. Product liability:

The seller is obliged to indemnify us from and against any and all damage claims or product liability claims that may be made against us in connection with the goods.

10. Terms of payment:

We will pay the seller's invoices only after the delivery of the complete order and at a discount of 3% within 30 days or net within 90 days. If the invoice is received later than the goods, the date of receipt of the invoice shall be decisive for calculating the payment periods pursuant to the paragraph above. In the event of any defects in the delivery, we are entitled to retain due payments. Payments made do not constitute an acknowledgement of the correctness of the delivery nor a waiver of any rights on our part. We are entitled to offsetting if any counter-claims exist.

11. Order documents:

Any drawings, drafts, models, etc. attached to our inquiries or purchase orders remain our property and are to be returned to us together with the quotation or after execution of the purchase order. These documents must not be made available to any third parties.

12. Invalidity of individual provisions:

If individual provisions of the General Conditions of Purchase are invalid, the validity of the remaining provisions of these General Conditions of Purchase and of the conclusion of contract shall not be affected.

13. Applicable law, place of performance, place of jurisdiction:

The laws of the Republic of Austria shall be applicable. The provisions of the UNCITRAL Sales Convention of 1980 are excluded. The place of performance for delivery and payment shall be Vienna. The place of jurisdiction for all disputes under this contractual relationship shall be the competent court in Vienna.

01/2006