

STANDARD TERMS & CONDITIONS OF PURCHASE

for the procurement of blanks, semi-finished goods, components and services

1. General framework

The supplier acknowledges these "Standard Terms & Conditions of Purchase" by accepting an order. In the case of missing contractual arrangements the law applies. The supplier's contrary terms & conditions in offers and order confirmations become invalid even without any objection by EES. They are valid only if EES agrees to them expressly and in writing. All agreements and legally relevant declarations need to be in writing to be valid. Should a clause of these Terms & Conditions and further made agreements turn out to be or become invalid this does not affect the validity of other parts of the contract. The contracting parties are obliged to replace an invalid clause with a matching provision. Retention of title clauses are not accepted by EES.

2. Quotation

The supplier has to match the quotation precisely to the request. All technical documents such as drawings and calculations etc., and samples which the supplier has received from EES are binding. In the case of unclarity the supplier has to consult with EES. Quotations, estimates, drawings, test audits etc. are always to be provided free of charge. EES reserves all rights on drawings, technical documents, samples, models, tools and software etc. which the supplier has received to carry out the order. They remain property of EES and must not be made available to third parties, copied or used otherwise without the consent of EES. The supplier is obliged to hand all documents back to EES after having delivered or in the case of contract termination.

3. Order / Order Confirmation

On receipt of the supplier's order confirmation in response to an order from EES the contract is concluded. Should no order confirmation be sent within 14 days of placing the order then it is assumed that the order has still been accepted in its entirety. Changes of any kind and amendments must be forwarded in writing or electronically. They become legally binding only after having been confirmed in writing.

4. Delivery Dates

The delivery dates laid down by EES in its order are binding. The criterion for meeting the delivery date is provision of the contractually owed goods/services at the place of delivery (as specified in the order). Where "ex works" delivery has been agreed it is up to the supplier to have the goods ready on his own initiative and in good time (allowing for the time usually required for loading up and transport), and directing the carrier authorized by EES so that arrival at the place of delivery on time is guaranteed. In the case of failure to deliver by the delivery date EES is entitled to insist on fulfilment or to decline subsequent delivery without notice. The supplier is liable for loss to EES caused by the delay.

5. Packaging / Shipping / Certificate of Origin

Unless other arrangements have been made it is up to the supplier to choose the type of packaging while considering the specific requirements of the object to be delivered. Marking, packaging, labelling, identifying, dispatching and transport of the goods ordered has to comply with the instructions from EES. Waybills and invoices must carry the order number, the job number and if possible the article number, the quantity supplied, the name of the delivered object and the delivery address. Partial shipments and residual shipments must be labelled as such without fail. The supplier is obliged to recompense EES for all extra expense caused by not following any of the compulsory regulations. The Incoterms in their current version apply to all agreed commercial clauses.

6. Material Quality / Radioactivity

The supplier guarantees to always deliver goods conforming to western European quality standards, in accordance with the regulations, guidelines and standards currently in force and with the state of the art. Furthermore he warrants deliveries of any product, merchandise or raw material to be 100% free from radioactive contamination. In the event of material contaminated with radioactivity reaching EES the supplier is liable for all consequential damage, loss of business and profit, and contractual penalties. He is also liable for far-reaching consequential damage due to production standstill and/or plant shutdown, physical harm to human beings and its resulting cost.

7. Notification of Defects

EES will immediately inform the supplier in writing of defects which have been detected in the goods delivered. Hidden defects will be immediately pointed out upon discovery. EES is entitled to forward notifications of defects during the entire warranty period. That payments have already been made has no effect on this right of EES. In any case, the supplier will abstain from objecting to a notification as being late and improperly conducted. The supplier is entirely responsible for delivering flawless quality in accordance with the documentation.

8. Warranty

The period of warranty for material defects begins on the day of delivery. It lasts for 2 (two) years for movables and services, and 3 (three) years for immovables. The supplier undertakes to correct all defects which EES notifies him of before the end of the warranty period immediately at first notice and at no extra cost to EES. If the supplier does not, not immediately or not entirely meet his warranty obligations, EES may at its discretion insist on proper defect correction or ask for a price reduction or return the goods delivered in return for a refund of payments already made. EES reserves the right to claim compensation from the supplier for non- or improper fulfilment of contract.

9. Product Liability and Compensation for Damages

The supplier is liable for property loss and personal injury which result directly or indirectly from faulty products or late deliveries. If the supplier is culpable for the defect itself or the damage caused by him then he is liable. If EES is held liable for faulty delivery under domestic law (e.g. product liability law) or foreign law by third parties then the supplier relieves EES insofar as he would be directly liable.

10. Confidentiality

The supplier undertakes to treat as commercially confidential all business and technical information and documents which are not in the public domain and have come to his attention through the business contact with EES. Confidential material must not be handed over or made available to third parties. The copying of such material is permissible only within the context of internal requirements and in conformity with copyright rules. Subcontractors are to undertake the same.

11. Invoicing / Payment

The invoice is to be sent to EES in duplicate and has to comply with EES's instructions. The invoice must pertain to only a single waybill. Payment is effected within the agreed time frames whereby currently the precondition is the timely receipt of verifiable/auditable invoices. The payment due dates for deliveries prematurely received are calculated from the date of delivery agreed. Payments are made by bank transfer or cheque. If the supplier ceases to make payments or bankruptcy or (extra)judicial insolvency proceedings have been initiated, then EES is entitled to terminate that part of the contract which has not yet been executed.

12. Force Majeure

Force majeure such as industrial action, civil unrest, administrative measures and other unforeseeable and unavoidable serious events relieve the contracting parties of their obligation to perform for the duration of the disruption and to the extent it impedes the execution of contractual duties. The contracting parties are obliged to pass on the necessary information to EES within reason and adapt the execution of their obligations as best they can to the changed circumstances.

13. Applicable Law And Court of Jurisdiction

All legal aspects are governed by Austrian law. It is agreed that the court of jurisdiction is to be the one competent *ratione materiae*.

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