

GENERAL TERMS OF SALE of BAUER GmbH (Australia) Pty Ltd

ABN 12 111 813 828

1. Validity

- 1.1. These General Terms of Sale shall apply to all deliveries and services of the vendor save as varied by express written agreement in the order confirmation or other contractual documents.

2. Commencement of Contract

- 2.1. The sales contract shall be deemed to have been entered into only after receipt of the vendor's written order confirmation. To be valid any changes to the contract must be made in writing.
- 2.2. Offers made by the vendor are subject to written confirmation.

3. Prices

- 3.1. Unless otherwise agreed upon, prices are to be in \$AUD ex Laverton North, Victoria, Australia or nearest Major Australian or New Zealand port.
- 3.2. GST is not included in the quoted price.

4. Delivery and Passing of Risk

- 4.1. The delivery date shall be the date stipulated in the vendor's order confirmation. If the purchaser has fallen in arrears with payments due for another contract with the vendor the vendor shall not be obligated to make deliveries for the time of the default.
- 4.2. Should a delay in delivery occur the vendor shall be granted a reasonable extension of the estimated delivery period.
- 4.3. The vendor shall also be granted a reasonable additional delivery time in cases of force majeure such as war, revolts, fire, embargo, labour dispute, and similar circumstances which are beyond his control.
- 4.4. Penalties or any kinds of compensation for late delivery are precluded.
- 4.5. The purchaser shall not be entitled to resort to a remedy before the expiry of the additional time required by the vendor unless notified by the vendor that he will not meet his obligations within the extended delivery period.
- 4.6. Unless otherwise stipulated, the goods shall be considered as sold ex works Austria, Voitsberg and/or ex Laverton North, Victoria, Australia.
- 4.7. Regarding the moment at which the risk passes and the agreed place of delivery, the INCOTERMS shall apply as amended up to the day of the commencement of the contract.
- 4.8. If goods are lost or damaged in transit it shall be incumbent on the purchaser to file a claim with the carrier immediately. Bauer GmbH (Australia) Pty Ltd reserves the right to give a forwarding agent an order for collection 1 week after the confirmed date and to despatch the available goods at the consignee's costs and risks, if not organized by the customer within this time.

5. Payment and Retention of Title

- 5.1. The vendor reserves the right to issue all accounts documentation via digitally signed electronic data transmission. The contractual partner explicitly agrees to accept all accounts documentation, including Invoices & Statements, via digitally signed electronic data transmission.
- 5.2. Payment shall be made in accordance with the order confirmation and other contractual agreements. Unless otherwise agreed upon the vendor's invoices shall be payable on receipt without deduction.
- 5.3. In case of default Bauer GmbH (Australia) Pty Ltd will recover interest on default at the current commercial default rate from the time fixed for payment.
- 5.4. All deliveries are made exclusively under reservation of title. Ownership in the delivered goods therefore shall not pass over to the purchaser until full payment of the purchase price. In case of attachment or other distraint of the delivered goods, the purchaser is under obligation to file the vendor's ownership of the goods and to notify him of it without delay.
- 5.5. SET-OFF
Off-setting our claims against counter-claims of any kind is prohibited.
- 5.6. CANCELLATION
Should the purchaser cancel an order and back out of the contract a cancellation fee of 25% of the purchasing price is due immediately.
- 5.7. RETURN DELIVERIES: Return deliveries are allowable up to 30 days from original receiving date and are only possible after a clear, written agreement from the vendor and against payment of a handling fee amounting to 25 % of the merchandise value. The returned goods must be in perfect condition.

6. Guarantee

- 6.1. The vendor's guarantee covers only defects of the supplied goods resulting from faulty design, materials or workmanship.
- 6.2. This liability is limited to defects which appear during a period of 24 months commencing from the date of delivery to the ultimate buyer. In any case, however, the vendor's guarantee shall end not later than 36 months from the date of the shipment of the goods from the vendor's works or warehouse. The repair of any defects does not result in a new guarantee or extension of the guarantee period.
- 6.3. The purchaser can only avail himself of his rights under this clause if he notifies the vendor in writing and without delay of the defect that has become apparent - according to the applicable warranty regulations (warranty card)
- 6.4. Upon receipt of a rightful claim from the purchaser the vendor, at his sole discretion, will
- a) either instruct the purchaser to repair the defective goods himself or have the defective good or parts thereof repaired at the vendor's cost, or return them freight free to the vendor for repair, or
- b) replace the defective good or parts thereof.
- It is expressly agreed that the purchaser, save as provided for in this Clause, shall have no claims on the vendor for compensation in respect of any kind of loss or consequential damage, or for loss of profit.
- 6.5. The guarantee of the vendor shall apply only on condition that the operating instructions are observed, and precludes defects arising from improper use or maintenance and normal wear and tear.

7. Jurisdiction, Applicable Law, Place of Performance

- 7.1. Venue for any disputes arising out of or in connection with the contract shall be in a suitably recognized Australian Court of Law.
- 7.2. The contract shall be governed by Australian law with the inclusion of the UN Convention on Contracts for the International Sale of Goods. Provisions of a contract as well as clauses of these General Terms of Sale differing from said UN-Convention shall be deemed to be agreed variations as defined by Article 6 of this Convention.
- 7.3. Unless stipulated otherwise, Laverton North, Victoria Australia shall be the place of performance for purposes of delivery and payment.