

GENERAL TERMS AND CONDITIONS
IN-LOG Mailroom Technologies GmbH
Puchgasse 9, 1220 Vienna, Austria

01.0. General

01.1. Our work is subject exclusively to these terms and conditions.

01.2. Subsidiary agreements and subsequent modifications shall be subject to written agreement signed by both contracting parties.

01.3. Purchasing or any other business conditions of the purchaser shall not be applicable even if they are not explicitly contradicted by us. Such conditions, including standards issued by the Austrian Standards Institute (Ö-Normen), shall only apply provided they do not contradict the agreed contractual provisions or these General Terms and Conditions.

01.4. Any technical and commercial documents created by us shall remain our intellectual property and may not be disclosed to third parties.

01.5. Cost estimates and quotations shall not be binding unless explicitly referred to as such; a contract shall only be deemed to have been concluded on receipt by us of a purchase order and our written confirmation of order.

02.0. Performance and changes

02.1. We reserve the right to make technical changes in the course of contractual performance to the extent that such changes are reasonably acceptable for the purchaser and provided that such changes meet equally high standards of quality.

02.2. We shall only be required to fulfil the order when all technical and contractual details have been clarified at the earliest, when the purchaser has fulfilled its obligations and any technical preconditions for which the purchaser is responsible have been met.

02.3. Unless otherwise explicitly agreed, ordered products shall in all cases be shipped at the cost and risk of the purchaser; transport insurance cover shall only be procured in response to explicit instructions from, and at the cost of, the purchaser.

03.0. Performance periods and deadlines

03.1. In the event that performance is delayed owing to circumstances beyond our sphere of influence, such as failure of a supplier to make delivery in good time, agreed schedules and deadlines shall be prolonged accordingly.

03.2. In the event of delay in performance for which we are responsible the purchaser shall be entitled to withdraw from the contract after setting a reasonable period of grace of at least eight weeks; any other more extensive claims are excluded except in cases of delayed delivery due to intent or gross negligence on our part.

04.0. Retention of title

04.1. All supplied products, included assembled products, shall remain our property pending full payment.

04.2. If the purchaser integrates the product into an item which is not our property or joins the product with other items to create a new item and should our title to retained goods be lost as a result, it shall be agreed that we shall acquire proportionate co-title whereby our share shall be determined according to the relative value of all the items joined at the time of such joining.

04.3. If the product is resold, the purchaser herewith assigns as security any future claims against the purchaser's own customers arising from the resale of our retained goods and undertakes to inform such customer of said assignment without delay.

05.0. Payment and default

05.1. Cheques and bills of exchange shall only be accepted on account of payment. Bill and discount charges shall be borne by the purchaser.

05.2. If only part of the products is delivered or if only one part of the supplied products is in properly acceptable condition or if a complaint is made about a part of the delivered products only, the purchaser shall not be entitled or allowed to withhold payments if properly acceptable products have been delivered or if the purchaser has not issued a complaint about such products or their use is not substantially impaired by any rectifiable defects.

05.3. The purchaser shall not be entitled to offset claims of its own against our claims against the purchaser.

05.4. In the event of default in payment by the purchaser we shall be entitled, in addition to the statutory interest, to demand compensation for interest and charges to cover any credit costs of our own to the extent that such costs exceed the interest due to us by law. This shall not affect claims for more extensive compensation.

05.5. In the event of default in payment by the purchaser we shall be entitled to demand immediate settlement of the total price and, if the purchaser fails to honour its payment obligations and notwithstanding any other rights due to us, to repossess the systems, goods, equipment and similar to which we have retained title without such repossession implying that we have withdrawn from the contract.

06.0. Accelerated due date

06.1. In the event of payment default we shall be entitled to demand immediate settlement of the entire price pursuant to 05.5. and of the outstanding balance due on other deliveries.

06.2. In the event of delay or interruptions in performance for which the purchaser is responsible, we shall also be entitled to demand immediate settlement of any other supplies and services previously provided by us.

06.3. If, after conclusion of the contract, we become aware of circumstances which shed a negative light on the purchaser's ability to pay or business situation, we shall be entitled to demand immediate settlement of all previously provided supplies and services; in such cases we shall also be entitled to discontinue performance of the ordered supplies or services and to make the continuation of the work dependent on the payment of our due claims and the provision by the purchaser of appropriate collateral for the remaining order amount.

07.0. Limited performance (description of supplies and services)

07.1. The service life of wearing parts is determined by the current state of the art.

07.2. Bearing in mind the latest state of the art malfunctions cannot be entirely excluded and we shall only be liable for any failures and ensuing damages pursuant to the provisions of 08.0. and 09.0.

08.0. Warranty

08.1. We provide warranty to purchasers who fulfil their obligations that the supplies and services provided are free of defects; said warranty shall expire in all cases one year after transfer of the contractual subject matter. More extensive claims are excluded.

08.2. The purchaser shall inspect the contractual subject matter immediately upon delivery and shall immediately notify us in writing of any defects found.

08.3. Warranty shall take one of the following forms, at our discretion:

- Necessary subsequent improvement and/or rectification at the installation site or at the purchaser's business location by us or by a firm subcontracted by us

- after a defect has been determined the damaged part or contractual subject matter shall, as required, be returned to us on our demand by the purchaser to enable the defect to be rectified by us or for subsequent improvement whereby the necessary dismantling and installation work shall either be performed by the purchaser or user or by a specialist company in agreement with us and at the purchaser or user's own cost.

08.4. The purchaser or user shall provide, at no charge, any resources, such as tools, auxiliary personnel and support, power and similar required for the purpose of rectifying the defect at the installation site or at the purchaser's business location.

08.5. In the event that a claim is made on such warranty, the warranty period shall not be interrupted or suspended nor shall a new warranty period commence.

08.6. Warranty claims shall expire if

- The purchaser fails to notify and submit evidence of defects immediately after the inspection performed by the purchaser following transfer of the performance (goods) or, should such defects only become apparent at a later time, immediately after the discovery of such defect or
- if parts of the performance (goods) have been modified or repaired in the meantime by the purchaser itself or a third party.

08.7. Equipment, systems or materials supplied by the purchaser shall under no circumstances be subject to warranty.

08.8. If the contracting parties use the term "guarantee", this shall in all circumstances be interpreted as "warranty" in the sense referred to above.

9.0. Liability for damages

09.1. We shall be liable for damages of whatever kind – excluding personal injuries – including damages arising from performance or non-performance of the contract, tortious acts, omissions or defects (consequential damages) to the extent that such damages are due to gross negligence or intent on our part.

09.2. All more extensive claims for compensation for damages shall be excluded.

09.3. Liability of whatever kind is excluded if, subsequent to conclusion of the contract, circumstances entirely unrelated to the will of the contracting parties arise which conflict with obligatory contractual performance such as industrial disputes, limitations imposed as a result of general economic conditions and in all cases of *force majeure*.

09.4. This shall not affect claims based on product liability.

10.0. Product liability

10.1. The reliability and security offered by equipment and systems at all times meets the standards which may be expected by the user, bearing in mind in particular the latter's experience and knowledge, from compliance with approval regulations, instructions for use and other regulations relating to the use of the contractual subject matter such as operating instructions – in particular with regard to mandatory inspections and recommended maintenance – and any other information provided, including from third parties, such as the manufacturer, importer and similar.

11. Applicable law:

11.1. The contractual relationship shall be subject to Austrian law which shall apply in cases of dispute.

11.2. The application of the CISG (United Nations Convention on Contracts for the International Sales of Goods) is excluded.

12.0. Place of performance and legal venue

12.1. The place of performance is Vienna.

12.2. The legal venue for any disputes arising directly or indirectly from the business relationship, including but not limited to disputes relating to performance or non-performance, existence or non-existence of the contract / contracts between us and the purchaser shall be the court with local and material jurisdiction for the twenty-second Viennese Municipality District (22. Wiener Gemeindebezirk).

12.3. We shall also be entitled to bring an action asserting our claims against the purchaser before an alternative court having jurisdiction for the purchaser.

12.4. If the contracting parties have signed a written document which reliably specifies an arbitral tribunal, the contracting parties shall submit their mutual claims to such arbitral tribunal in accordance with the provisions of such agreement.