

1.

1.1. ATM contracts solely on the basis of these General Conditions of Sale and Rental. Any exceptions to the above are invalid unless signed by the General Manager of ATM. These Terms and Conditions also apply to all subsequent orders even where this is not explicitly mentioned in the relevant offer.

1.2. ATM customers acknowledge that only the General Manager or an authorised signatory¹ (*Prokurist*) of ATM are permitted to accept orders of a value in excess of 2,000 €. Any statements, approvals or agreements made by sales representatives or office-based personnel shall only become legally enforceable following explicit, written authorisation issued on the part of the General Manager or *Prokurist*. These become legally binding on the date such authorisation is issued.

1.3. In the event that individual provisions contained in these General Terms and Conditions of Business should later be declared to be invalid, then this shall not affect the validity of the remaining provisions.

1.4. Offers made on the part of ATM and these General Conditions of Sale and Rental represent the full extent of legal relationship with ATM. No additional agreements exist, neither verbally nor in writing.

1.5. Upon receipt and acceptance of the goods, the customer is deemed to have accepted the offer on the part of ATM and to have accepted these General Conditions of Sale and Rental.

2.

2.1. Offers on the part of ATM are non-binding and are prepared as cost estimates. Where production costs change, e.g. raw material prices change in the course of long-term or recurring orders, then prices will be amended to reflect these changes. Any price increase in excess of 10% is to be advised to the customer who in turn has the right to declare its intention to withdraw from the contract within a period of five days (and without either party incurring costs).

2.2. ATM products are subject to on-going development. Product details, illustrations, drawings and dimensions, etc. in catalogues, advertising materials and brochures are therefore non-binding. ATM is entitled to make professionally rational changes without obtaining the permission of the customer.

2.3. The prices quoted are net of VAT, ex factory prices and include the cost and supply of suitable packaging materials for transport purposes. All prices are quoted in euros.

2.4. The transfer of risk occurs at the point in time that the goods are handed over to the forwarder, cargo agent or the shipping department.

3.

3.1. Delivery dates announced by ATM are based on current production schedules and are provisional in nature. They are non-binding unless otherwise explicitly agreed in writing.

3.2. In the event of any interruption of operations (including any interruptions affecting ATM's suppliers), such as force majeure, strikes or the like, that are not the responsibility of ATM or its suppliers, the agreed delivery deadlines shall be extended for the duration of the interruption. In such cases, neither the customer nor ATM shall be entitled to assert any claims for compensation as a result of delays or any failure to (completely) meet their respective obligations.

3.3. ATM is entitled to fill customer orders in part (and in advance of agreed deadlines) whereby each such partial delivery shall be regarded as a separate (partial) performance of its obligations.

3.4. The customer is entitled to cancel an order due to delivery delays subject to the issuance of a written reminder threatening to do so should the goods not be delivered within a further period of 14 days. This reminder may not be issued before the initial delivery period has expired. Moreover, the reasons for the delay and any subsequent failure to deliver within the following 14-day period must be a result of some gross fault on the part of ATM.

4.

4.1. In order to enjoy the benefits of the warranty and any entitlement to assert compensatory claims, the customer is obligated (even in cases of partial fulfilment) to inspect accepted goods without delay and no later than three days after receipt, either itself or have this performed by third parties, and to advise any deficiencies to ATM in writing within this period detailing the nature of any complaint. The date on which the complaint is received by ATM shall determine whether the deadline for complaints has been kept.

4.2. The customer is obligated to store the rejected goods with no further compensation for at least 14 days in the event that ATM has not arranged for other disposition of the goods within this time.

4.3. ATM is entitled to examine the goods at any time themselves, through authorized representatives or by means of official experts.

4.4. In the event that the customer has received a product sample in advance, then the delivery shall be regarded as being of the required standard provided the quality of those goods subsequently delivered is at least equivalent to that of the product sample.

4.5. In the event of a complaint being lodged on time and found to be warranted, ATM shall be free to determine the manner in which the complaint is addressed, e.g. the problem is rectified, replacement goods are sent or a credit note is issued in the amount of the purchase price (the latter two options subject to the return of the defective goods).

5.

5.1. ATM shall be liable only in cases of non-performance due to gross fault.

5.2. In the case of faults on the part of third parties acting on behalf of ATM, the latter shall only be liable for its selection of such third parties. However, ATM shall assign all warranty rights and all rights to claim compensation vis-à-vis such third parties and suppliers to the customer in order to allow the latter to assert direct claims for compensation. ATM commits to advise the customer on request of all details relating to third parties and suppliers in the event that such rights are assigned.

5.3. ATM is liable for all consequential damage of any kind up to a limit of 25% of the order volume or, in the event of third party liability or product liability claims, up to the limit of cover provided by ATM's third party or product liability insurance policies.

6.

6.1. Overdue accounts shall be subject to interest charged at a rate of 1% per month.

6.2. The customer is obliged to reimburse ATM all costs resulting through its failure to settle outstanding accounts in good time. Such costs relate, in particular, to reminder charges and any charges levied by debt collection agencies.

6.3. The invoice amount is due within 8 days with no deductions. In the event of partial delivery, ATM is entitled to issue partial invoices for every partial delivery.

6.4. In the event of overdue accounts, ATM is entitled to make any further deliveries, even existing orders, dependent on the full settlement of the amounts outstanding and the prepayment of upcoming deliveries.

6.5. Agreed reductions or bonuses are only awarded subject to the complete and timely payment of the complete order.

6.6. Notes and checks shall be accepted for payment only and represent acknowledgement of and agreement with the outstanding amount which they represent. All expenses, fees and costs, including for transfer of the note or check or prolongation, shall be borne by the customer. Due dates included on the forms of notes or checks shall not be deemed to represent a deferral of payment and therefore shall not extend the contractual payment deadlines.

6.7. Inasmuch as no other agreement has been made in writing, both contractual parties agree to an exclusion of set-off with respect to any outstanding payments not pertaining to the order.

6.8. The customer waives its right to withhold payment in the event of any complaints.

6.9. The payment deadlines agreed upon in the order are fixed deadlines and are therefore, in case of doubt, to be understood as prepayments.

7.

7.1. The goods to be delivered remain the property of ATM until such time as all due invoices have been settled in full.

7.2. The customer is obligated to take due care of goods which remain the property of ATM and, in the event of their being sold prior to full payment being made to ATM, to ensure that the retention of title is passed on to the purchaser. The customer is also obliged to advise the details of the purchaser and, until all claims to payment on the part of ATM have been settled in full, to assign all claims against the purchaser to ATM. This assignment of rights is to be duly recorded in the customer's accounts.

7.3. Furthermore, the customer is obligated to advise ATM without delay of any claims or access of third parties to goods which remain the property of ATM providing details of the third party and the respective nature of their claim(s). The customer is also obligated to reimburse ATM for all costs including legal fees associated with legal efforts to assert its ownership to its property sold on to third parties.

7.4. Moreover, the customer shall assign any rights to indemnification or compensation arising out of insurance policies covering damage to or the destruction of property still owned by ATM, and shall duly record this assignment in its accounts.

7.5. In the event that the customer fails to settle its accounts in a timely manner, ATM shall be entitled to collect or otherwise secure possession of all goods to which it still holds title as defined above. The costs associated with such a recovery are to be borne by the customer.

8.

8.1. Before passing of the risk, the customer shall be entitled to withdraw from the order upon payment of 25% of the order amount, even without giving reasons.

9.

9.1. Both contractual parties agree that Fohnsdorf shall serve as the place of fulfilment.

9.2. The contractual parties agree that Austrian law shall apply and, in the case of a delivery abroad, the UN CISG shall apply for the business transaction pertaining to the order.

9.3. With respect to all disputes arising from this business transaction, the disputing parties agree to the jurisdiction of the court in Leoben.

¹ Translator's note: In Austria, an authorised company signatory is known as a *Prokurist*.