

## Ramsauer GmbH & Co KG

4822 Bad Goisern am Hallstättersee, Sarstein 17, Österreich  
Telefon: +43 (0)6135 8205-0, Telefax: +43 (0)6135 8323  
E-Mail: office@ramsauer.at. Internet: www.ramsauer.at

1230 Wien, Tenschertstr. 1      6850 Dornbirn, Schwefel 88      Deutschland national:  
Telefon: +43 (0)1 616 97 65      Telefon: +43 (0)5572 511 20      Telefon: 089 202 444 57  
Telefax: +43 (0)1 616 97 76      Telefax: +43 (0)5572 206 88      Telefax: 089 202 444 59



**RAMSAUER®**

This English version of our General Terms and Conditions (GTC) is a translation of our German GTC serving for information only. However, only the original General Terms and Conditions in German ("Allgemeine Geschäfts- und Verkaufsbedingungen - "AGB") shall be deemed agreed upon.

## GENERAL TERMS AND CONDITIONS OF BUSINESS ("GTC")

of

### Ramsauer GmbH & Co KG

Headquarters: A-4822 Bad Goisern a. H., Sarstein 17;  
Commercial Register No. FN 26998, Regional Court of Salzburg  
Phone: +43/(0)6135/8205-0, Fax: +43/(0)6135/8323, E-mail: office@ramsauer.at  
(hereinafter referred to as "Ramsauer")  
Last update: December 2011

### 1. General conditions, scope, basis of contract

**1.1.** The scope of these GTC shall include any and all offers, orders, transactions, as well as any performance of Ramsauer of whatever nature, including but not limited to the delivery of goods. These GTC shall constitute an integral part of each offer and of each agreement entered into with Ramsauer. Any agreements, terms and conditions of the customer, and any other collateral agreements to a contract (order) or oral promises of our sales and service staff diverging from these GTC shall be valid only when expressly confirmed in writing by Ramsauer. Ramsauer objects already at this point to any terms or conditions (in particular GTC) of any customer diverging from these GTC. The terms or conditions of a customer shall not be binding upon Ramsauer even if in any such conditions their validity is mentioned as an express condition. Delivery of goods or provision of services by Ramsauer shall not be deemed submission to any divergent terms or conditions of the customer even if Ramsauer has knowledge of such divergent terms or conditions of the customer and has not communicated its reservations. By ordering or purchasing goods the customer expressly submits to our GTC.

**1.2.** In the event of contradictions between the bases of contract the following order of priority shall apply: any special agreements expressly confirmed by Ramsauer in writing, the GTC of Ramsauer; the applicable legal provisions.

**1.3.** The GTC of Ramsauer shall apply as a framework agreement governing any and all subsequent transactions with a customer (e.g. additional orders) even if their validity has not been expressly agreed upon again in each case.

### 2. Definitions

The following definitions of terms shall apply to these GTC and to the remaining bases of contract, unless the purpose of a regulation clearly suggests a different content of a term:

**2.1.** "Customer" means each and every party to a contract or negotiating partner of Ramsauer including but not limited to any buyer (or orderer) of goods, independently of whether a contract has already been formed or not.

**2.2.** "Performance", ("subject matter of contract") means any (tangible and/or intangible) product, any (tangible or intangible) delivery and/or any (tangible and/or intangible) other service by Ramsauer, no matter of what nature.

**2.3.** "Goods" ("object of purchase") means any tangible product (any object or thing) offered or sold by

Ramsauer

**2.4.** "Order" means the binding request of the customer for performance by Ramsauer, in particular the request for the delivery of goods.

**2.5.** "Contract" means the legal transaction brought about between Ramsauer and the customer.

### 3. Offer, order, formation of contract, contract

**3.1.** Any and all offers by Ramsauer are not binding and without obligation, and shall be deemed an invitation to place an order. The offers are subject to the condition of delivery to Ramsauer by its own suppliers.

**3.2.** No warranty is assumed for the correctness of cost estimates by Ramsauer.

**3.3.** Orders by a customer of Ramsauer are binding offers to conclude a contract. They shall be binding on the customer upon receipt by Ramsauer. Receipt by staff, in particular by field staff (agents) of Ramsauer shall be sufficient for this purpose.

**3.4.** Ramsauer may accept the offer of the customer within a period of eight days by sending at its election either the goods or a written acknowledgement of order. In this way, the contract is formed. In either case, the date of dispatch/ mailing shall be relevant. Silence on the part of Ramsauer shall not be deemed approval or acceptance of the offer of the customer. Any other agreements or collateral agreements made even at a later date shall become effective only upon acknowledgement in writing by Ramsauer. This shall apply in particular to any separate specifications and/or requirements of the customer concerning the products to be delivered or services to be provided by Ramsauer, and/or any other additional performance or delivery by Ramsauer. Any request for subsequent modifications can be taken into account only in exceptional cases and against reimbursement of costs; the customer shall not have a right that any such request be taken into account.

**3.5.** Ramsauer expressly draws attention to the fact that it reserves the right of accepting and/or carrying out orders in particular subject to the feasibility of delivery. Ramsauer further reserves the right to refuse orders of customers (in particular after receipt by Ramsauer) or not to carry out any such orders, in particular if any invoices for other orders have not been paid by the customer. The customer shall not be entitled to any claim whatsoever in this respect.

**3.6.** Ramsauer staff are not authorised to make any legally binding statements on behalf of Ramsauer unless Ramsauer has granted a special power of attorney disclosed to the customer.

**3.7.** With the sale of the ordered goods no rights of use of any work related to these goods shall be transferred to

## Ramsauer GmbH & Co KG

4822 Bad Goisern am Hallstättersee, Sarstein 17, Österreich  
Telefon: +43 (0)6135 8205-0, Telefax: +43 (0)6135 8323  
E-Mail: office@ramsauer.at. Internet: www.ramsauer.at

1230 Wien, Tenschertstr. 1 6850 Dornbirn, Schwefel 88 Deutschland national:  
Telefon: +43 (0)1 616 97 65 Telefon: +43 (0)5572 511 20 Telefon: 089 202 444 57  
Telefax: +43 (0)1 616 97 76 Telefax: +43 (0)5572 206 88 Telefax: 089 202 444 59



the customer. It is prohibited to copy any offer or project documents including enclosures, samples, dimensional drawings, descriptions, etc. without the express consent of Ramsauer.

### 4. Prices, terms of payment

**4.1.** All prices are in euros exclusive of statutory Value Added Tax, ex works or field store of Ramsauer.

**4.2.** Unless otherwise agreed in writing prices are exclusive of ancillary costs. Consequently, the cost of packing, dispatch, customs duties, and any other performance will be invoiced separately.

**4.3.** Ramsauer reserves the right to select and/or change the mode of transport and the forwarder in each case.

**4.4.** Any services not included in the contract, as well as any work not covered by warranty or liability of Ramsauer will be invoiced separately.

**4.5.** Any payments to employees or other representatives of Ramsauer not expressly authorised in writing to receive payment shall not have the effect of discharging the debt.

**4.6.** In case of default of payment on the part of the customer default interest will be charged at the statutory rate. If terms of payment are not complied with and the customer is in default of payment Ramsauer shall be entitled to cancel the purchase contract after having granted a reasonable grace period, and to instruct the customer to return the goods supplied.

**4.7.** In case of payment by cheque, bill of exchange, bank- or debit cards, the claim of Ramsauer shall be satisfied only when they have been cashed or honoured. Bills of exchange and cheques are accepted exclusively on account of payment. Discount charges and bill charges, as well as any other related charges and expenses shall be borne by the customer in their entirety. Any such mode of payment shall be permitted only when expressly agreed upon in advance. Any discount and banking charges shall be borne by the customer in any case, and shall be due for payment in cash immediately.

**4.8.** When a customer is expressly granted an extended term of payment the payment shall be deemed deferred (mere respite). In case of non-compliance with the term of payment the respite shall cease to be effective.

**4.9.** When payment by instalments has been agreed all outstanding claims shall fall due immediately if the customer is in default of payment of any instalment. All outstanding claims including the one for which payment by instalments has been agreed shall fall due immediately in this case. If the financial standing of a customer deteriorates significantly after concluding a contract or if any circumstances become known which may adversely affect the creditworthiness of a customer any and all claims shall fall due for payment immediately. In any such case further deliveries will be made only against payment in advance.

**4.10.** The customer shall not be entitled to retain any performance or to offset it against any of its claims unless its claims are expressly acknowledged in writing by Ramsauer or have been recognised by final and binding judgment of a court.

**4.11.** In case of export transactions the customer is obliged to send all original export and customs documents etc. back to us. Otherwise the customer shall be obliged to pay any turnover tax.

**4.12.** The customer undertakes to reimburse Ramsauer for any costs incurred in making requests for payment, collection charges, and costs of investigation or information, provided that such costs are necessary for appropriate collection or enforcement of claims out of court. In case of default of payment the customer undertakes in particular to reimburse the following costs of requests for payment and collecting debts out of court:

- To cover the expenses incurred by Ramsauer EUR 5.00 (plus turnover tax) will be charged per reminder, as well as EUR 12.00 (plus turnover tax) per semester or part of a semester for keeping the debt on file for collection/enforcement.

- In case Ramsauer relies on the services of a collection agency the customer shall additionally pay the cost of the collection agency up to the maximum amount set forth in the Ordinance of the Federal Minister of Economic Affairs governing the maximum rates of collection agencies.

- If a lawyer is engaged the customer shall in addition pay the lawyer's fees up to the maximum amounts according to the General Criteria Governing Lawyers' Fees ("AHK") published on the website of the Austrian Bar Association ([www.rechtsanwaelte.at](http://www.rechtsanwaelte.at)) and/or the fees according to the Lawyers' Fees Act ("RATG").

### 5. Packing

**5.1.** Disposable packaging materials must not be returned to us. Transport devices and rented containers are not part of the subject matter of purchase. The customer shall clean and return any such equipment at its cost and risk without being specifically requested to do so.

**5.2.** We reserve the right to invoice a deposit for transport devices and rented containers and to demand payment of a reasonable rent after a period of two months has elapsed.

**5.3.** Unless otherwise agreed, the cost of disposal of packing materials and the cost of using the disposal sign/disposal according to the disposal system applicable at the respective time will be invoiced.

### 6. Delivery, risk, security

**6.1.** Delivery will be made from the point of dispatch to be determined by us, loading not included. Cartage will not be paid by us. In case of very small consignments special rules shall apply. We are entitled to make part shipments.

**6.2.** Shipment of goods will be made for the account and at the are risk of the customer. The risk of price and performance shall pass to the customer upon departure of the consignment from Ramsauer, in case of direct delivery upon departure from the store of our supplier, at the latest upon delivery of the goods to the

## Ramsauer GmbH & Co KG

4822 Bad Goisern am Hallstättersee, Sarstein 17, Österreich  
Telefon: +43 (0)6135 8205-0, Telefax: +43 (0)6135 8323  
E-Mail: office@ramsauer.at. Internet: www.ramsauer.at

1230 Wien, Tenschertstr. 1 6850 Dornbirn, Schwefel 88 Deutschland national:  
Telefon: +43 (0)1 616 97 65 Telefon: +43 (0)5572 511 20 Telefon: 089 202 444 57  
Telefax: +43 (0)1 616 97 76 Telefax: +43 (0)5572 206 88 Telefax: 089 202 444 59



forwarder or carrier, to the customer or its agent, all this independently of any price regulation agreed upon for a specific consignment. This shall also apply to part shipments. In case of consignments collected by the customer the risk of price and performance shall pass to the customer upon handover, in case of default of acceptance on the day default occurs.

**6.3.** If the customer is in default of acceptance Ramsauer shall have the right to either store the goods at Ramsauer charging storage costs of 0.1 % of the net amount invoiced (value of the goods) per calendar week or part thereof and to demand performance of contract, or to cancel the contract after having granted a reasonable grace period and to sell the goods to a third party after cancellation.

**6.4.** Insurance of goods will be taken out only upon express instructions and for the account of the customer. The customer shall file any insurance claim, in particular in connection with any transport damage directly with the insurer. Ramsauer declines any liability in this respect, in particular for any loss or damage insured against, and for the timely and proper filing of claims, and/or compliance with obligations under the insurance contract, even if Ramsauer has taken out insurance on behalf of the customer or otherwise assisted the customer in this context.

**6.5.** In case of export of the goods purchased the customer shall be obliged to obtain the required expert and/or customs permits etc. at its own cost. Ramsauer does not assume any warranty that exporting the goods purchased is permitted.

**6.6.** In the event that after concluding a contract Ramsauer learns about any circumstances which give rise to reasonable doubt as to the solvency of a customer or its willingness to make payment or its creditworthiness, and if the customer fails to comply with the request for payment in advance or providing adequate security, Ramsauer shall be entitled at its own election to withhold all shipments or to cancel the contract as a whole or in part without assuming consequential costs of whatever nature.

## 7. Deadlines and terms of delivery

**7.1.** Agreements on binding deadlines or terms of delivery between Ramsauer and the customer shall be valid only when made in writing.

**7.2.** Any terms of delivery agreed upon (even those which can be derived from deadlines) shall not commence before Ramsauer has confirmed that all technical and other information, documentation or deposits required by Ramsauer for the performance of its obligations have been received and any other required performance of the customer (in particular any obligation of performance in advance) has been made.

**7.3.** The term of delivery shall be deemed complied with if the goods have left the factory in due time or - in case of collection by the customer - if the consignment is ready for dispatch and the customer has been advised of this fact in due time.

**7.4.** Interruptions of operations and events of force majeure, as well as any other events beyond the control

of Ramsauer (such as strikes, lock-out, riots, and any other circumstances which make delivery considerably more difficult or impossible, including but not limited to delays in delivery etc. on the part of our suppliers) shall give Ramsauer the right to delay delivery by the duration of such impediments plus a reasonable start-up period, or to cancel the contract with respect to the part not yet performed. The customer may request a declaration from us whether we intend to cancel the contract or deliver within a reasonable period of time. If we do not make any declaration the customer may cancel the contract.

**7.5.** In case of "probable" dates of delivery, i.e. deadlines or terms of delivery which have not been defined accurately the customer may grant a reasonable grace period of at least 14 days if the probable term or deadline for delivery has been exceeded by more than three weeks.

## 8. Retention of title

**8.1.** The goods shall remain the sole property of Ramsauer (goods subject to retention of title) until any and all claims to which Ramsauer is entitled vis-à-vis the customer under the respective contract have been satisfied, including but not limited to any and all payments (plus interest and ancillary cost), even if part of the goods supplied under the contract have already been paid for. In case of current account transactions, retention of title shall serve as security for our credit balance.

**8.2.** The customer shall not dispose of the goods subject to retention of title until Ramsauer's claim has been satisfied, and shall bear the full risk for the goods entrusted to it, in particular the risk of destruction, loss or deterioration. The customer shall not sell, pledge, or create a lien on any goods subject to retention of title and shall not dispose of them to third parties in any other way. If nevertheless the customer sells any goods subject to retention of title its claims against its customers shall be deemed to have been assigned in advance to Ramsauer as security up to the amount of our claim.

**8.3.** For the duration of retention of title the customer shall treat the goods carefully.

**8.4.** If the goods subject to retention of title are processed by the customer to form a new item of movable property this shall not give rise to any obligation on the part of Ramsauer. The new item shall become the property of Ramsauer. If the goods subject to retention of title are combined, processed or mixed with any goods not belonging to Ramsauer, Ramsauer shall acquire joint ownership pro-rata to the invoiced value of the goods subject to retention of title in relation to the value of the remaining goods.

**8.5.** In case of seizure by third parties or any other disposal of the goods subject to retention of title by any third party the customer shall draw attention to the ownership title of Ramsauer and shall inform Ramsauer forthwith. The lawyer's fees, court costs, etc. incurred in connection with enforcement of title shall be borne by the customer.

**8.6.** Enforcement of retention of title shall not be deemed cancellation of the contract and shall not release the

## Ramsauer GmbH & Co KG

4822 Bad Goisern am Hallstättersee, Sarstein 17, Österreich  
Telefon: +43 (0)6135 8205-0, Telefax: +43 (0)6135 8323  
E-Mail: office@ramsauer.at. Internet: www.ramsauer.at

1230 Wien, Tenschertstr. 1    6850 Dornbirn, Schwefel 88    Deutschland national:  
Telefon: +43 (0)1 616 97 65    Telefon: +43 (0)5572 511 20    Telefon: 089 202 444 57  
Telefax: +43 (0)1 616 97 76    Telefax: +43 (0)5572 206 88    Telefax: 089 202 444 59



customer from its obligations including but not limited to the obligation of payment of the purchase price. In case of breach of contract on the part of the customer, in particular in case of default of payment Ramsauer shall be entitled to demand that the goods subject to retention of title be returned, or at its election to demand assignment of the customer's claims for surrender against third parties. After the object of purchase has been returned we shall be free to either sell it (at our discretion) and to credit the proceeds minus costs of sale, at least a manipulation charge of 10 % of proceeds, to the customer towards its outstanding obligations, or to take the object of purchase back at the price invoiced minus any depreciation in value and to invoice to the customer a reasonable charge for the use of the goods during the time they were in its possession.

**8.7.** In case the retention of title is enforced the customer shall be absolutely liable to compensate Ramsauer for any depreciation in value.

**8.8.** The customer assigns its claims and any other rights under the sale to its customers to us already at this point, even if the goods are combined or processed with other goods prior to sale. If the goods are sold together with other goods or after being combined or processed the assignment shall be valid only in the amount of the purchase price owed to us. This does not preclude any further claims.

## 9. Warranty

**9.1.** Due care is exercised in manufacturing and supplying goods and providing services.

**9.2.** Subject to the condition that the customer shall have used the goods/services according to the requirements for installation and use in place at the respective time and at the operating conditions valid for the respective product Ramsauer warrants subject to the provisions of these GTC that the goods/services have the functionality agreed upon and that they are free from manufacturing and material defects. Unless otherwise provided in these GTC or otherwise agreed in writing the statutory provisions governing warranty shall apply.

**9.3.** Only deviations from valid specifications and/or from characteristics or requirements normally taken for granted which are affecting proper functioning shall be considered defects. No warranty is assumed for minor and/or irrelevant defects or deteriorations in particular if they do not affect functioning or the usability of the subject matter of contract agreed upon or normally taken for granted. Ramsauer shall not be held liable for any defects due to the task assigned by the customer, or due to insufficient or faulty compliance with the obligation of cooperation on the part of the customer, nor for any functions not meeting the requirements of the customer. Furthermore, the warranty shall be voided if the customer makes or has made any arbitrary modifications.

**9.4.** With respect to all goods delivered and services provided by Ramsauer the customer assumes the obligation of inspection and complaining about defects pursuant to sections 377 and 378 of the Austrian Business Code ("UGB"). Any defect shall be complained about in writing and proven by the customer immediately,

however no later than twenty-four hours after being detected within the warranty period (complaint). In the complaint, the kind and scope of the defect must be stated accurately and the problem must be described in detail. Ramsauer does not assume any warranty for transport damage to the goods. Subject to the remaining provisions of these GTC this shall also apply to any other loss or damage covered by insurance. Any complaint must be made in writing, and the customer shall submit all data and supporting documents in his possession. If the customer fails to submit to Ramsauer samples of the consignment complained about forthwith upon request, our warranty, as well as any claim to rescind the contract on the ground of error and any claim for damages shall be voided. The warranty shall include diagnosis and removal of the defect. Any malfunction shall be communicated by the customer in detail without delay. Any covert defects shall be complained about to Ramsauer in writing immediately upon being detected; the complaint must be received by Ramsauer within seven working days at the latest. In the event that Ramsauer rejects a complaint in writing any lawsuit must be filed within six months. Otherwise any warranty claim shall be forfeited.

**9.5.** If no complaint is made or if it is not made in due time, performance shall be deemed according to contract. In this case all claims of the customer shall become extinct, in particular all warranty claims and claims for damages.

**9.6.** Any complaints concerning the quality determined already in the offer or otherwise before placing the order of any work to be executed shall be raised by the customer before the contract is concluded. Otherwise all claims shall become extinct.

**9.7.** Warranted characteristics within the meaning of section 922 of the Austrian General Civil Code ("ABGB") shall be only those expressly designated as such by Ramsauer. Furthermore, any undertakings as to quality shall be valid only when the respective specifications have been confirmed by Ramsauer in writing. The technical data and descriptions in the product information alone shall not constitute warranty of specific characteristics. Consequently, Ramsauer shall not be liable for any public statements about or any advertising of the goods which are the subject matter of the contract under section 922 of the General Civil Code, nor for any characteristics of samples or specimens in circulation of any such goods.

**9.8.** Ramsauer makes every effort to avoid variations in quality of goods from samples or previous deliveries. However, Ramsauer does not assume liability for the variation of the quality of goods from samples or previous deliveries, unless this is expressly agreed in writing. In any such case minor deviations shall not give the customer the right to warranty claims or claims for replacement. In case of relevant deviations the customer shall be entitled - at Ramsauer's election - to replacement of goods; however Ramsauer may at its election cancel the contract and re-pay the purchase price.

**9.9.** Complaints will be taken into account only when the performance is still in the condition as delivered. Furthermore, warranty shall be excluded in particular for any defects or damage due to wear in operation, normal wear and tear, inexpert use, operator error and

## Ramsauer GmbH & Co KG

4822 Bad Goisern am Hallstättersee, Sarstein 17, Österreich  
Telefon: +43 (0)6135 8205-0, Telefax: +43 (0)6135 8323  
E-Mail: office@ramsauer.at. Internet: www.ramsauer.at

1230 Wien, Tenschertstr. 1      6850 Dornbirn, Schwefel 88      Deutschland national:  
Telefon: +43 (0)1 616 97 65      Telefon: +43 (0)5572 511 20      Telefon: 089 202 444 57  
Telefax: +43 (0)1 616 97 76      Telefax: +43 (0)5572 206 88      Telefax: 089 202 444 59



negligence on the part of the customer, operation with the wrong type of current and/or voltage, connection to unsuitable power sources, fire, lightning strike, explosion or line overvoltage, humidity of any kind, liquids of any kind, wrong or faulty programs, software and/or processing data, as well as any expendable items, unless the customer furnishes proof that these circumstances were not the cause of the defect complained about. Furthermore, warranty shall be voided by removing or making illegible any serial number, type designation or similar marks or designations.

**9.10.** The warranty period is six months. The period shall commence upon passage of risk or - if the customer is in default of acceptance - upon notification of readiness for delivery by Ramsauer. In case of part acceptance/delivery this provision shall apply analogously. Removal of defects or attempts of rectification shall not extend the warranty period. Warranty claims are not transferable with the exception of monetary claims between entrepreneurs.

**9.11.** Defects shall be removed at Ramsauer's election primarily by rectification or replacement. Ramsauer shall also be free to credit the value of any defective items to the customer against return of the goods. The customer shall be entitled to demand a reduction of price or cancellation of the contract (depending on the type and severity of the defect) only if Ramsauer agrees, or if in Ramsauer's opinion rectification or replacement is not possible or unreasonable.

**9.12.** The customer shall give Ramsauer reasonable time and opportunity for rectification and/or replacement. If the customer refuses, or if the time given is unreasonably short Ramsauer shall be released from its warranty obligation.

**9.13.** If a customer uses or resells any defective goods despite having knowledge or having to have knowledge of a defect, the customer by doing so simultaneously waives any claims against Ramsauer with respect to this defect. In the event Ramsauer is liable for damages to the customer under imperative provisions of law or contractual obligations, any and all legal prerequisites of the claim for damages, in particular any fault on the part of Ramsauer must be proven by the customer. Independently, Ramsauer assigns to the customer any further warranties and guarantees of manufacturers without assuming liability itself in this respect and without getting involved in handling.

**9.14.** Any components replaced in the course of rectification or replacement shall become the property of Ramsauer, and at Ramsauer's election shall be delivered to Ramsauer or disposed of properly at the customer's expense. In case of subsequent performance by supplying a replacement product the customer shall surrender the defective product. In case of restoration to the condition prior to the transaction the customer will be credited an amount corresponding to the purchase price minus the value of the advantage of using the product. The advantage of use is calculated on the basis of the time of use pro-rata to the expected service life of the product.

**9.15.** In case of rectification, Ramsauer shall bear the cost of work. All remaining costs of rectification as well as the ancillary costs incurred in connection with

a replacement delivery, including but not limited to the shipping costs of the replacement item(s) shall be borne by the customer unless these remaining costs are unreasonable in relation to the contact value. Goods shall be returned by the customer at the cost and risk of the customer, i.e. freight prepaid. Repair or maintenance work shall be performed at Ramsauer's election either at the facility of Ramsauer, at the manufacturer or on the premises of a third party specified by the manufacturer. Ramsauer at its election may refer the customer to the manufacturer and/or supplier to raise any claims, after having assigned its own claims against its supplier and/or manufacturer of goods supplied. Any such referral and/or assignment shall replace satisfaction of all claims to which the customer may be entitled against Ramsauer hereunder or according to imperative provisions of law. To the extent that this is permitted by contract, the type and scope of claims of a customer shall be limited to the claims to which Ramsauer is entitled against its supplier or manufacturer.

**9.16.** If the verification of a complaint shows that there is no legitimate warranty claim Ramsauer shall be entitled to demand compensation of costs incurred. The cost of verification and repair shall be calculated at the service prices of Ramsauer current at the respective time. The burden of proof of a defect existing already prior to handover of the goods and within the warranty period shall be with the customer.

**9.17.** Any compensation for (attempted or successful) removal of defects by the customer itself or by third parties (substitute performance) shall be excluded.

**9.18.** The customer shall have the burden of proof that a defect was present upon delivery. Application of sections 924 and 933b of the General Civil Code is excluded.

## 10. Damages and other liability

**10.1.** Unless otherwise provided in these GTC any further claims of the customer on whatever legal grounds shall be excluded. Ramsauer shall be liable for damages only in case of intent or gross negligence. Liability for slight negligence shall be excluded in any case. The burden of proof that Ramsauer acted intentionally or by gross negligence shall be with the customer.

**10.2.** The preceding exclusions and limitations of liability shall not apply to claims under the Product Liability Act ("Produkthaftungsgesetz"). In the event the customer is held liable under the Product Liability Act it expressly waives recourse to Ramsauer within the meaning of section 12 of the Product Liability Act. If the customer places the goods on the market outside the European Economic Area it undertakes to exclude the obligation of replacement under the Product Liability Act vis-à-vis its customer if this is possible under the applicable legal provisions of the country to which the products are sold. In case of non-compliance with this obligation of exclusion the customer shall indemnify and hold harmless Ramsauer with respect to any third party claim of whatever nature under the title of product liability.

**10.3.** Where liability has been excluded or limited this shall also apply to the personal liability of employees, staff, workers, representatives, agents, and any person

## Ramsauer GmbH & Co KG

4822 Bad Goisern am Hallstättersee, Sarstein 17, Österreich  
Telefon: +43 (0)6135 8205-0, Telefax: +43 (0)6135 8323  
E-Mail: office@ramsauer.at. Internet: www.ramsauer.at

1230 Wien, Tenschertstr. 1      6850 Dornbirn, Schwefel 88      Deutschland national:  
Telefon: +43 (0)1 616 97 65      Telefon: +43 (0)5572 511 20      Telefon: 089 202 444 57  
Telefax: +43 (0)1 616 97 76      Telefax: +43 (0)5572 206 88      Telefax: 089 202 444 59



employed in the performance of Ramsauer's obligations. The customer undertakes to transfer these limitations of liability to the third parties mentioned

**10.4.** Ramsauer does not assume any obligation of protection of whatever nature towards the actual users of the goods supplied by Ramsauer. The intention of Ramsauer in concluding contracts with its customers is not to make any agreement with protective effect for the benefit of any third party.

**10.5.** Any claim for damages on whatever legal ground shall be subject to a limitation period of one year commencing at the moment the customer obtains knowledge of any loss or damage.

**10.6.** Any liability of Ramsauer going beyond the provisions these GTC on whatever legal ground shall be excluded.

**10.7.** We expressly draw attention to the fact that our instructions for installation and other technical instructions and advice must be taken into account when using our products. Thus in particular we do not assume liability for any loss or damage of whatever nature due to inexpert use etc. Furthermore, we do not assume any warranty or liability for compatibility of goods. Our liability for products manufactured according to customer specification shall not cover the correctness of mixture or design but only the fact that the goods have been manufactured according to the instructions of the customer. Since the working conditions and fields of application of our products are highly diverse our processing instructions can only serve as general guidelines. In case of special requirements beyond the fields of application and working conditions described in the processing instructions it is necessary to seek our specific advice for the respective case.

**10.8.** When using the goods supplied by us the customer shall strictly comply with any and all rules and regulations in place for protection against danger, with all technical rules, as well as instructions for operation and use.

**10.9.** The customer shall transfer this exclusion of liability and the preceding obligations to its customers and shall request them to transfer the said exclusion of liability and obligations onward to their customers. Furthermore, the customer undertakes to inform us of any case of liability without delay and to submit the required documents to us.

## 11. Brochures, advertising material, instructions for use, specimens, samples, etc.

**11.1.** The customer undertakes not to make any modifications whatsoever to the test reports, data sheets, and advertising material made available to it and to transfer this obligation to all its customers.

**11.2.** The customer further undertakes to strictly comply with the instructions for use, advice and warnings submitted to it by Ramsauer, and not to make any modifications without consultation with us.

## 12. Applicable law

Any and all transactions, in particular transactions subject to the contract or agreement (for delivery) and to the present GTC shall be governed exclusively by Austrian substantive law, however excluding its conflict of law rules, in particular those of international private law to the extent that they provide for application of foreign law. Where in case of involvement of a foreign party Austrian law provides for the application of specific provisions of international substantive law which are valid also in Austria, such as e.g. the UN-Convention on Contracts for the International Sale of Goods, these shall not be applied.

## 13. Place of fulfilment and jurisdiction

**13.1.** The place of fulfilment of any all deliveries, performance, and payments shall be the headquarters of Ramsauer in Steeg/Bad Goisern, Austria.

**13.2.** Any disputes arising out of or in connection with any transaction shall be settled by the court having subject matter jurisdiction for Bad Goisern, Austria. However, Ramsauer shall be entitled at its election to sue a customer in any other court which may have jurisdiction under national or international law, in particular in the court having territorial jurisdiction for the headquarters of the customer.

**13.3.** The above provisions shall also apply in the event of any dispute on whether a contract has been validly formed, on the validity of a contract and/or the effectiveness of the jurisdiction clause.

## 14. Miscellaneous

**14.1.** The headings in these GTC are for convenience only, and shall not be considered in its construction or interpretation.

**14.2.** The customer gives its consent that the personal data contained in the purchase contract may be stored and processed internally in information systems by Ramsauer for the purpose of keeping and updating its files.

**14.3.** Should any provisions of these GTC or of any contract or agreement be or become invalid this shall not affect the remaining provisions of these GTC or any such contract or agreement. The parties shall agree upon a new provision coming as close as possible to the invalid provision.