

General Terms & Conditions

“These General Terms and Conditions set forth are an integrated part of all offers of **DIMER** and all individual contracts which are concluded between **DIMER** and its customers. These conditions are, in particular, also applicable to amendments and extensions of agreements, e.g. in case of the extension of existing agreements for additional products.

The extent and the manner of deliveries and services to be rendered **DIMER** as well as appropriate specific conditions are to be defined between **DIMER** and its customer by individual contracts.”

I.

1. Our offers are subject to confirmation. All orders have to be confirmed in written for being valid. Changes and amendments of the contracts need to be confirmed in written for its validity. Purchase conditions of the purchaser only become binding to ourselves in case we have expressly confirmed the binding.
2. We reserve all property and intellectual property rights connected to shapes, technical drawings, drafts or similar documents produced by us or in our order. They will be stored by us for a period of five years after the latest order.
3. Delivery is made ex works, packing excluded. The goods will be packed by the seller to the risk of the purchaser. All transport risks have to be borne by the purchaser. The choice of packing and the way of dispatch are at the discretion of **DIMER**.
4. In case of deliveries and services which are specified by our customers **DIMER** does not accept any responsibility for the functional efficiency of the customer-specified delivery or service.

II.

1. The period of delivery stated commences with the date of our confirmation of the order and on receipt of all necessary trade-related and technical figures, like approvals and clearances, as well as with the compliance of the purchaser to the sales conditions agreed.
2. Dates and periods of delivery are always approximate estimates - unless it is expressly without any restriction bindingly agreed. This is subject to unforeseeable obstacles like acts of God, strike, lock-outs or business disruptions, comparable to the before mentioned are such circumstances which make the performance of the contract difficult or even impossible for us, particularly in an economic way, independently from the fact that these occur in our sphere or in the sphere of pre-supplier or at another place.
3. Acts of God authorise us to postpone the delivery by the period of the present obstacle and by an appropriate start-up time or to rescind from the contract as a whole or partly because of the yet not fulfilled part.

III.

1. In case of our default by gross negligence the buyer may - after an expiration of an appropriate period of grace - rescind from the contract as far as the good is not notified as ready for dispatch after the expiration of the period of grace. Claims for damages can only

be asserted in case of intent or gross negligence. The compensation for consequential losses is excluded.

2. Goods notified as ready for dispatch have to be called or picked up immediately. With the date of readiness for dispatch risk passes on to the purchaser. We are authorised to store the goods at the costs and the risk of the purchaser at our own discretion at our place or at third party and are authorised to calculate ex works.

IV.

1. Payments are to be made unless nothing else is confirmed in written within 14 days after date of invoice minus 2% cash discount. Prices are understood plus VAT. By settling our invoices cash discounts are only accepted if all invoices due are paid. For the compensation of interest losses which arise by the extension of the payment period allowed, we shall calculate delay interest at the rate of 10% p.a.
2. In the event that after the confirmation of the order circumstances on the lacking solvency of the purchaser or on its bad financial situation come to our knowledge, we are authorised to immediately calculate and call due all deliveries fulfilled as well as to make all further deliveries dependent from the provision of appropriate securities by the purchaser.

V.

1. We reserve title of ownership of the delivered goods until payment is completely fulfilled.
2. In the event of infringement of the purchaser regarding the provisions of this General Terms and Conditions of Sales and Delivery, in particular in case the purchaser is in default of payment or **DIMER** obtains knowledge about the circumstances that the purchaser is lack of solvency or in a bad financial situation, **DIMER** then is authorised to cancel the goods which are in its retention of ownership even without the rescission of the contract. In the asserting of the retention of ownership the resignation of the contract can only exist if it is expressly agreed.
3. If **DIMER** cancels the delivered goods based on the retention of ownership the purchaser then is liable for each loss which arises in the course of selling-on, this by the reservation of all further claims on the part of **DIMER**. The purchaser also has to compensate all costs arising from return and further transport.
4. We agree on re-modelling, processing, installation or otherwise utilisation of our delivered products which still are under our retention of ownership without being liable in such a case.
5. Should the goods delivered by us be separable utilised - in particular by installation - with other goods not belonging to ourselves, they will stay in our ownership.
6. Should the goods delivered be inseparably processed, re-modelled, mixed, connected or otherwise utilised with other goods not belonging to ourselves, then we will receive title of the new goods in proportional value to that of our goods delivered. As far as joint ownership is existing the purchaser stores and administrates these for us free of charge, thus to his costs.
7. Should the purchaser sell the goods delivered by us to third parties in the course of conducting his ordinary business before payment in full, all claims including all ancillary rights which arise for him in the course of selling-on, but at least to the amount of the invoice, are herewith seen as assigned to us in form of a security.
8. The purchaser is obliged - in case he has sold-on the delivered goods to a third party without having fulfilled payment - to inform the third party from the assignment of the purchase price in written and prove this information to us. He is further obliged to provide us with all data necessary for collection as well as deliver to us all documents related thereto.
9. Indemnifications of all rights by third parties particularly by pledge, confiscations, other dispositions, as well as by the opening of a bankruptcy or compensation proceeding over the assets of the purchaser, the purchaser has to bring the information without delay to our

knowledge and provide us with all the documents we would need for the protection of our right.

10. The purchaser is authorised to collect for us the receivables assigned, but only as long as he fulfils his obligation of payment vis à vis us according to the contract. The authorisation of the purchaser to collect the receivables can be revoked by us. The amounts collected have to be treasured separately by the purchaser and delivered to us without delay. Possible costs in connection with the cashing in of receivables are borne by the purchaser. According to these General Terms and Conditions of Sale and Delivery the processing, re-modelling, installation and otherwise utilisation, in particular by the installation into goods not delivered by us, are also meant as sale.
11. Should the value of the existing securities exceed the receivables in total by more than 20% we are pursuant to our choice obliged to release securities on request of the purchaser.

VI.

1. The place of fulfilment for our deliveries is the respective place of dispatch of the good. Place of fulfilment for all obligations of the purchaser is the seat of our Company irrespectively our branches.
2. Place of jurisdiction for all disputes arising directly or indirectly from the contract or the delivery shall be the court with subject-matter jurisdiction of our company's seat. In the relation between us and the purchaser Austrian law is exclusively applicable and in no case the United Nations Convention on Contracts for International Sale of Goods (CISG).

VII.

1. Technical consultations, proposals of offer and deliveries based on our experience over decades are executed with reasonable care. No warranty can be granted for the functional efficiency in the individual case because of the diversity of possible variations in the practical applications in its particulars. Technical amendments are reserved.
2. The notice of defect is to be made within 14 days after receipt of the good validly in written form but before the good is processed or installed.
3. We are released from all warranty claims if the purchaser does not give us or our pre-suppliers the opportunity to check the identity of the rejected good and the notified defects on the premises and does not provide us with samples on request without delay. We are also released from all warranty claims if the processing or re-modelling of the good is not immediately stopped when the defect is noticed or the mixing of our good with another good of foreign origin is refrained from, namely until an explicit release of the good by us or our pre-suppliers. Natural abrasion is by all means excluded from warranty. Furthermore, damages arising from improper handling or fixing of the good, from excessive loading or by the fact that the purchaser or a by him instructed third party makes changes or repairs on the good without our allowance, are excluded from warranty. As long as the purchaser does not fulfil his duties pursuant to the contract we are not obliged to any warranty.
4. **DIMER** will provide correction of all defects properly notified by the purchaser within the period of warranty of his choice whether by repair or replacement. The warranty obligation excludes particularly any responsibility in respect of any defect which arises in connection with the improper use, handling or other reasons, e.g. (but not limited to) excessive impact of force, water or humidity and other disadvantageous environmental or appliance conditions which exceed limits specified for the product. Independently from all other provisions of this General Terms and Conditions of Sale and Delivery **DIMER** is not liable for indirect or consequential damages like damages on other material and immaterial goods other than the products themselves, in particular lost use, lost earnings and/or lost profits as well as consequences from business interruptions, which arise from the use or missing possibility of the use of the products with the exception of intent and gross negligence. These provisions of warranty are the sole and exclusive promise of warranty granted to the purchaser by

DIMER; they replace any other warranty obligations, namely those of explicit and tacit manner.

5. Should **DIMER** deliver based on a sample we only warrant the qualitative and measured characteristics of the sample which was approved by the purchaser.
6. The figures VII. 2) - 5) also apply in case of a wrong delivery (aliud).

VIII.

Should one or several of the above provisions be or become invalid or impracticable then the validity of the remaining provisions will stay unaffected.

IX.

In cases of doubt the Czech version of the General Terms and Conditions of Sale and Delivery is prevailing.

X.

These General Terms and Conditions come into effect on 26. 09. 2014 and repeal all previous provisions and practices. The Seller reserves the right to amend these General Terms and Conditions without prior notification.