

1 Preamble

- 1.1 These general terms shall apply, save as varied by express agreement accepted in writing by both parties. Any purchasing conditions stipulated by the purchaser shall only be binding on the vendor, if they have been acknowledged by the latter.
- 1.2 The following provisions concerning the delivery of goods shall also apply correspondingly to the performance of services and works.

2 Conclusion of Contract

- 2.1 Offers made by the vendor are subject to confirmation.
- 2.2 The contract shall be deemed to have been entered into when, upon receipt of the order, the vendor has mailed his acknowledgement of such order or when the order has been performed.
- 2.3 To be valid any changes in the contract and supplements thereto require the acknowledgement of the vendor in writing.

3 Drawing and Descriptive Literature

- 3.1 Data being found in catalogues, leaflets, circulars, advertisements, illustrated pamphlets, price lists etc. shall be binding only when they are expressly referred to in the acknowledgement of the order.
- 3.2 Drawings, sketches and other technical documents, as well as samples, catalogues, leaflets, illustrations etc. always remain the intellectual property of the vendor. They must not be reproduced, distributed, published, used for the purpose of demonstrations etc. without the owner's written consent.

4 Passing of Risk

- 4.1 Unless otherwise stipulated, the goods shall be considered as sold „ex works“, i.e. the risk shall pass from the vendor to the purchaser when the goods have been placed at the disposal of the latter and he has been given notice to this effect. As for the rest, the INCOTERMS shall apply.

5 Delivery

- 5.1 Unless otherwise agreed, the delivery period shall run from the latest of the following dates:
 - date of the acknowledgement of the order
 - date on which all details of the order have been clarified, in particular on which all technical, commercial and financial obligations incumbent on the purchaser have been met
 - date of receipt by the vendor of such payment in advance of delivery as is stipulated in the contract and/or at which a letter of credit is opened.
- 5.2 Should a delay in delivery or any other impediment of performance of the vendor's or his sub supplier's obligations be caused by the purchaser's failure to provide missing details for the execution of the delivery or by circumstances that are beyond control of the parties (force majeure, accidents, war, industrial disputes, embargo, currency restrictions, shortage of essential material, restrictions in the use of power and all other disturbances in production deemed as grounds of relief), a reasonable extension of the delivery period shall be granted. Any changes subsequently requested by the purchaser shall result in an interruption of the delivery period, which shall start anew after the vendor's acknowledgement in writing. In the event of delay in delivery, the vendor shall be liable within the limits specified under section 8.
- 5.3 If, after conclusion of the contract, it is determined that the vendor's claim for payment is endangered by the purchaser's lack of ability to pay, the vendor shall be entitled to refuse all performances and preparatory actions.
- 5.4 Where the purchaser does not take delivery of the goods at the place and time provided for by the contract for any reason other than an act or omission of the vendor, the vendor shall be entitled to either claim specific performance or, after granting a reasonable period of time for taking delivery, to withdraw from the contract and/or to claim damages in lieu of performance. In the latter case, the vendor is entitled to demand compensation without proof in the amount of 20% of the sales price for serial products and in the amount of 100% of the sales price for custom-made products, without prejudice to proof of higher damages.

6 Prices

- 6.1 Unless otherwise agreed upon, prices are to be understood as „ex works“ of the vendor, not including costs for project, erection and assembly work, not including the costs for facilities at the building-site like power supply, anchorages, safety-fences, not including the costs for regulatory approvals etc. and not including VAT.
- 6.2 Prices are based on the costs at the time the quotation is made. Should there be any changes as regards costs prior to the time of delivery, the parties shall without delay enter into negotiations about the differences.

7 Payment

- 7.1 Unless different payment conditions has been stipulated, Payment shall be made in advance; in international business relationships payment shall be made by letter of credit or other irrevocable guarantee of a first class bank. Payment shall always be made in the currency stipulated in the invoice.
- 7.2 Payment shall not be considered effective until it has been credited in favour of the vendor. This applies in particular in the case of the vendor accepting checks. Should the cash of a check fail for whatever reason, the original payment obligation rearses.
- 7.3 The purchaser is not entitled to withhold or to set off against payments, unless the counterclaim had been recognized by the vendor or has become legally binding by a court's decision.

- 7.4 If the purchaser falls in arrears in making the payment the vendor may:

- postpone meeting his own obligations until such payment is made, and until a reasonable extension of the delivery period is accepted by the purchaser
- fix a due date for payment of the entire balance of the purchase price still outstanding
- recover interest on arrears at the rate of 16% from the time fixed for payment
- recover all other damages and necessary expenses caused by the delay
- after granting a reasonable period of grace, withdraw from the contract; in this case the purchaser, on being asked to do so by the vendor, must return at his own expenses all goods that have already been delivered and reimburse the vendor for the depreciation of the goods in addition to defraying all expenses properly incurred by the vendor in performance of the contract.

- 7.5 The vendor retains unrestricted legal title to the goods until such time as the purchaser shall have completely discharged all his financial obligations, even if the goods have been sold in the meantime by the purchaser. The purchaser is obligated to comply with all required formalities conducive to ensuring the retention of legal title by the vendor. In case of attachment, seizure or other distraint, the purchaser is under obligation to file the vendor's retention of title to ownership of the good and to notify him of same without delay. In case of the purchaser falling in arrears in making agreed payments, the vendor shall be entitled, after announcing to do so and granting a reasonable period of grace, to retake the goods into his possession and utilize it at its best. Therefore the purchaser shall admit to the vendor free access to the property on which the good is stored. The purchaser already now assigns to the vendor the sales price, compensation for work or other claims arising from the resale or any other legal reason with regard to the reserved goods in the amount of the invoice value of the reserved goods. The vendor accepts the assignment.

8 Guarantee and Liability

- 8.1 The vendor's liability is excluded, if the purchaser has not met his obligation to examine the goods for defects immediately (within 7 days) after receipt of the goods or in case of hidden defects after acknowledgement and if he has not notified the vendor in writing and without delay of any defects that have become apparent.
 - 8.2 If the delivered goods are defective, the vendor shall, at its option, provide a warranty by remedying the defect or by delivering goods that are free of defects. The transportation of defective goods or parts from the purchaser to the works of the vendor and vice versa shall take place at cost and risk of the purchaser, as well as in case of repair or replacement in situ the costs of voyage of the vendor or his agent shall be borne by the purchaser.
 - 8.3 Unless there is fraudulent concealment or warranty for the subject matter, no material defect claims arise, in particular:
 - in the case of an only insignificant deviation from the quality owed
 - in case of unsuitable or improper use or handling of the goods by the purchaser or third parties, in particular overloading, defective assembly or commissioning, use of unsuitable operating materials, improper repair or other detrimental modification of the goods carried out without the vendor's written consent, which is particularly indicated in case of violation of the following regulations: a cross-sectional drawing of the slope prepared by the vendor showing details of the rope line and rope sag and necessary terrain corrections, vendor's assembly instructions and requirements for assembly, operation, handling and maintenance as well as safety instructions, applicable relevant national and international directives and standards such as European Ropeway Regulation 2016/424, BO-Schlepp, including applicable ISO, EN and DIN standards, conditions of the recognized expert body and approval authority as well as other approval and accident prevention regulations.
 - if third-party parts and/or safety components other than those certified for the vendor in accordance with the European Ropeway Regulation 2016/424 are used.
 - in case of normal wear and tear (in particular of wear parts)
 - if the subject matter is the sale of used goods.
 - 8.4 The excluding term set to claim liability shall be, in case of contract between salesmen, one year after receipt of original delivered goods, except in the case of culpably caused damage attributable to the vendor resulting from injury to life, limb or health and damage caused by gross negligence or intent or fraudulent intent on the part of the vendor. This applies also in case of goods being replaced or repaired. For carried out rectification work or supplied spare parts, the warranty shall only exist until the expiry of the warranty period for the originally supplied goods.
 - 8.5 For those parts of the goods which the vendor himself has obtained from sub-suppliers, the terms and conditions of the vendor's sub-supplier shall apply.
 - 8.6 Claims for damages or reimbursement of expenses of the purchaser against the vendor shall be excluded as a matter of principle. Excluded from this are causal claims of the purchaser or its vicarious agents arising from injury to life, body or health, other damages based on a demonstrably intentional or grossly negligent breach of duty as well as claims arising from the assumption of a guarantee and claims arising from the breach of a material contractual obligation, whereby in the case of the latter the vendor's obligation to compensate is limited to the foreseeable damage typical for the contract.
 - 8.7 Before initial operation of the goods, the purchaser undertakes to put the goods into operation in accordance with the standards specified in section 8.3, in particular to obtain permits under public law. The purchaser shall be obliged to provide adequate insurance damage of property or personal injury to third parties which could be caused directly or indirectly by the purchased goods and, in the event of joint and several liability arising in this respect, to exempt the vendor from liability.
- ## 9 Jurisdiction, Place of Performance, Law Applicable, Partial Invalidity, Prevalence of the German text
- 9.1 Disputes arising out of or in connection with the contract shall be done under the jurisdiction of the German courts having original jurisdiction over the headquarters of the vendor, Grabenstätt, Germany. The latter shall also be deemed to be the place of performance for purposes of delivery and payment.
 - 9.2 The contract shall be governed exclusively by the national and international law of Germany.
 - 9.3 Should any of these terms or parts of a term be void, the remaining terms shall remain in full force and effect. Any invalid terms shall be replaced by the corresponding terms of the latest valid edition of the General Conditions for the Supply of Mechanical, Electrical and Electronic Products of the European Engineering Industries Association ORGALIME.