

Purchasing Conditions of BARTH GMBH E-Motoren & Trafos

General matters

The following provisions are agreed contractual components for all orders of BARTH GMBH E-Motoren & Trafos (hereinafter referred to as the Client) in relation to contractors:

1.

Upon acceptance or execution of the order, the Contractor acknowledges these purchasing conditions.

Offers, cost estimates, etc. are free of charge for the Client and do not oblige the Client to pay any remuneration.

Rescission or amendment of the concluded contract on account of any error, including a calculation error, is explicitly excluded as far as the Contractor is concerned. Any right of rescission of the Contractor as a result of *laesio enormis* (abnormal harm) is also excluded.

Any supplement or amendment to an already concluded contract can only be issued in writing.

2.

Delivery and dispatch shall always be carried out free of charge, at the expense and risk of the Contractor, to the Client and to its designated delivery or performance location. The Contractor is responsible in particular for the orderly delivery of goods.

In the event of the Contractor being in default with delivery or service performance, the Client is entitled either to fully or partly withdraw from the contract by setting a reasonable additional deadline, or to request delivery / execution of the service on another date.

The Contractor may not infer any claims against the Client from this circumstance.

The Client is entitled to terminate the contract in full or in part with immediate effect in the event of the breach of a material contractual obligation. Compensation claims of the Client for non-performance of the contract are unaffected by such termination.

3.

The Contractor hereby acknowledges that its observance of the agreed deadlines for delivery / service performance represents a material contractual obligation of the Contractor from the perspective of the Client.

In the event of impending delivery or performance delay, the Client is granted the right to take replacement measures at the expense and risk of the Contractor.

Delivery or service performance shall be accepted at the earliest upon full completion of the order by the Contractor. An obligation to notify defects according to Section 377 et seq. UGB (Austrian Commercial Code) is excluded.

The Client is not subject to any obligations to investigate and notify defects in this context in respect of the agreed delivery / service.

4.

Within the framework of warranty rights due to the Client, it is free to demand conversion, price reduction, replacement or improvement.

The warranty period begins on the date of full handover of delivery / service performance to the Client.

In the event of concealed defects, the term of the warranty period / deadline regarding enforcement of compensation claims begins on the date of recognition of the concealed defects.

The Contractor bears the obligation to prove any fault.

The Contractor is obliged to handle all information received from the Client confidentially. The Contractor may only use such information to fulfil contractual obligations.

5.

Full transfer of the order or transfer of parts of the order is only permitted with the prior written consent of the Client.

The place of performance for goods and services is the delivery and performance location designated by the Client; in case of doubt the head office of the Client's company.

The court of jurisdiction for all disputes between the Contractor and the Client shall exclusively be the competent court for the Client's head office.

6.

The Contractor is not entitled to fully or partly assign the contract to third parties without the specific written consent of the Client.

7.

In order to cover any associated risks, the Contractor hereby confirms that it has taken out business liability insurance which is commensurate in relation to the scale of the order or delivery.

If the Contractor does not have any such business liability insurance, it is obliged to take out such insurance.

This shall be verified to the Client in writing.

8.

The offsetting of any of the Contractor's claims against claims of the Client is specifically excluded.

On the other hand, the Client is permitted to offset any of its own claims against the Contractor's claims.

9.

The Client is entitled to terminate the contract with immediate effect if insolvency or restructuring proceedings are initiated against the Contractor's assets or an application to initiate insolvency proceedings is rejected due to a lack of cost-covering assets.

10.

In the event of individual provisions hereof being or becoming legally invalid, the validity of the remaining provisions is not affected.