

## GENERAL TERMS AND CONDITIONS OF BUSINESS of Inject Star Maschinenbau GmbH

### I. General information

These General Terms and Conditions of Business (GTCBs) apply to all contracts between **Inject Star Maschinenbau GmbH** (hereinafter referred to as "**Inject Star**") and its contractual partners unless otherwise stipulated in writing. These GTCBs also apply in cases where no special reference is made to them. The application of the contractual partner's GTCBs is excluded unless these GTCBs are explicitly recognized in writing. Fulfillment of the terms or silence on the part of **Inject Star** does not constitute acceptance of the contractual partner's GTCBs.

If individual provisions of these GTCBs should be ineffective or non-enforceable, the remaining provisions shall continue to remain in force. In this case, the ineffective or non-enforceable provision is replaced with a provision that economically resembles the ineffective or non-enforceable one as closely as possible.

The contractual partner takes notice that employees or third parties working on behalf of **Inject Star** are not entitled to make promises deviating from the contractually agreed obligations regarding the main performance.

**Inject Star** is entitled at any time to correct obvious errors such as writing and calculating errors in offer acceptances and similar written documents and to inform the contractual partner of them.

**Inject Star** is entitled to change the GTCBs and agrees to inform the contractual partner about these changes and about when they go into force. The change to the terms and conditions goes into force unless the contractual partner objects to it within a month of receiving the GTCBs.

### II. Conclusion of contract

A legally binding contract comes about only if **Inject Star** issues an order confirmation accepting the contractual partner's offer of contract, where this offer has a minimum term of 8 days. Sending off the goods that were ordered by the contractual partner is also deemed to be an order confirmation and causes a contract to come into being.

### III. Price

All prices indicated by **Inject Star** are net prices, i.e. they do not include tax and charges. In addition, purchase prices do not contain any costs for delivery, assembly or setup. These services are performed either by **Inject Star** itself or by a third company in return for a separate payment. For transport or delivery, the expenses actually incurred are billed and include the transport insurance complete with a reasonable surcharge for overhead expenses, but at least the freightage or cartage applicable or usual on the date of delivery for the type of transportation selected. Installation procedures are billed by time expended, with a man-hour rate usual in the industry deemed to be agreed.

Repair orders must be issued in writing and the mechanic must be paid directly in cash. Spare parts are delivered on advance payment. Once delivered, spare parts cannot be exchanged.

### IV. Terms and conditions of payment, interest on arrears

Barring an agreement to the contrary, the receivables of **Inject Star** must be paid in cash as and when the goods are handed over. Cash discount deductions require a special agreement. In case of late payment even with installment payments, any and all cash discount agreements become completely inoperative. The contractual partner's payments are not deemed rendered until the time at which they arrive in the business account of **Inject Star**.

If the contractual partner is late with payment, **Inject Star** is entitled to claim either compensation for the loss actually incurred or interest on arrears in the scope legally stipulated in Article 456 Austrian Enterprise Code (UGB). The contractual partner is not entitled to offset its outstanding accounts against outstanding accounts of **Inject Star**.

### V. Delivery, transportation, delay in acceptance of goods

If the contractual partner fails to accept the goods as contractually agreed and a delay in their acceptance occurs, **Inject Star** is entitled – after having set a grace period to no avail – either to store the goods at its facility and charge a storage fee of 0.1 % of the gross billed amount per calendar day commenced for this service or to store the goods at a duly authorized commercial company at the contractual partner's expense and risk. At the same time, **Inject Star** is entitled either to insist on contract performance or, after having set a reasonable grace period of at least 2 weeks, to withdraw from the contract and to realize the goods in some other manner.

### VI. Withdrawal from the contract

In addition, **Inject Star** is entitled at any time to withdraw from the contract for good reason if the contract has not already been performed in full by both sides. Good reasons include in particular the initiation of insolvency proceedings, company reorganization proceedings or some other similar proceedings or a rejection of applications for same due to lack of resources to cover costs or an inability to pay, which means there is a threat of proceedings of these kinds being initiated and of the contractual partner defaulting on payment.

In case of withdrawal, **Inject Star** is entitled to claim lump-sum compensation of 15 % of the gross billed amount or compensation of actually incurred losses.

If the contractual partner defaults on payment, **Inject Star** is additionally discharged from all further performance and delivery obligations and entitled to withhold any outstanding deliveries or performances and to demand advance payments or the furnishing of security. Moreover, the contractual partner agrees in the event of late payment to compensate **Inject Star** for any dunning and collection charges in accordance with the Ordinance of the Austrian Federal Ministry of Economics and Labor on the Maximum Rates of Compensation due to Collection Institutions.

If the customer withdraws from the contract unjustifiably or sues for its cancellation, **Inject Star** has a choice of insisting on contract performance or agreeing to the cancellation of the contract. In the latter case, the contractual partner agrees to honor **Inject Star's** choice of one of two options and either to pay lump-sum compensation of 15 % of the gross billed amount or to pay the actually incurred loss.

### VII. Performance, delivery, minor changes to performance

**Inject Star** is not obligated to carry out the performance until the contractual partner satisfies its obligations that are required for the performance, particularly all the technical and contractual details, preliminary work and preparatory procedures and has rendered the advance payments in accordance with the order confirmation.

#### **Inject Star Maschinenbau GmbH**

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UID-Nr.: ATU 72697101; FN 480979y, LG Korneuburg

Technical changes and improvements are deemed approved from the outset, as are minor changes to the performance or delivery obligation or changes one could reasonably expect of the contractual partner.

## VIII. Acceptance, handover

Unless otherwise agreed in writing between the contracting parties, the place of payment and performance is the registered office of **Inject Star**, where the acceptance/handover procedure also takes place.

## IX. Warranty and liability

The warranty period for machines is 12 months – or 6 months for electrical components – from their being put in operation, however, a maximum of 15 months – or 9 months for electrical components – from the time they are handed over/accepted. The warranty period for spare parts is 12 months – or 6 months for electrical components – from the time they are handed over/accepted. A warranty beyond this period is not granted, even if defects do not come to light until later. If there is a delay in acceptance, the time of handover/acceptance is deemed to be the time at which the goods were ready to be picked up by the contractual partner. Defective parts must be returned to **Inject Star**. If the defect is not caused by a material defect but rather by improper use or overstress, **Inject Star** is entitled to bill the costs of materials. Consumables and wearing parts are excluded from the warranty.

**Inject Star** warrants that its products, when unaltered and used exclusively for the contractual purposes, are able at the time of handover to perform the functions presented in the technical description. If goods are not used as contractually agreed or as specified, **Inject Star** excludes any warranty and liability. If the contractual partner or a third party modifies the products in ways not approved in writing by **Inject Star**, the contractual partner loses any and all warranty and liability rights.

The contractual partner must issue a written complaint about defects within ten workdays of their occurring; failing which it loses the right associated with them. The warranty claim is limited to the remedying of the defect. If the defect cannot be remedied within a reasonable period, the contractual partner is entitled to demand a price reduction or in the case of substantial defects, to withdraw from the contract after having set a reasonable grace period. The contractual partner must prove that a defect exists. When asserting a claim involving minor defects, the contractual partner is entitled to retain only a part of the total gross billed amount that corresponds with the defect.

A warranty extending beyond the above points is excluded.

**Inject Star** is liable in the event of wrongful intent and crassly gross negligence, in the event of plain gross negligence up to a maximum total amount of EUR 5,000 (five thousand euros) and in the event of ordinary negligence not at all. Liability for losses occurring later than twelve months after handover is waived. The contractual partner bears the burden of proof for proving the existence of gross negligence or wrongful intent. The provisions on compensation for losses contained in these GTCBs or otherwise agreed also apply if the compensation claim is asserted along with or instead of a warranty claim. Any compensation claims based on consequential damages are explicitly excluded. The contractual partner must make known in writing any loss within ten workdays of it having occurred, failing which it loses the associated rights.

The applicability of the Austrian Product Liability Act (PHG) is excluded by the fact that the contractual partner is a trader. Recourse claims in the meaning of Article 12 PHG are also excluded unless the party entitled to recourse proves errors in the sphere controlled by **Inject Star** caused at least by gross negligence.

## X. Retention of ownership, assignment of claims

**Inject Star** delivers all products under the condition that they remain its property until full payment has been rendered. In the assertion of the retention of ownership, a withdrawal from the contract only occurs if explicitly declared. If the goods are taken back, **Inject Star** is entitled to bill any shipping and handling charges incurred. If third parties have access to the conditionally delivered goods or if these goods are passed on, the contractual partner agrees to point to the fact that **Inject Star** is the owner of them, to obligate the parties involved to honor the extended retention of ownership and to notify **Inject Star** immediately. The contractual partner bears the full risk for the conditionally delivered goods, in particular the risk of destruction, loss or deterioration.

For deliveries subject to retention of ownership, the contractual partner assigns its claims against third parties to **Inject Star** until such time as it has fully paid the claims owed to **Inject Star**. The contractual partner must name its customers in this connection and inform them in a timely way of the assignment. The assignment must be entered in the business accounts and be visible to the customer on delivery documents, invoices, etc. If the contractual partner defaults on its payments to **Inject Star**, the sales proceeds received by the contractual partner must be separated off and the contractual partner possesses them only in the name of **Inject Star**. Any claims against an insurance carrier must be assigned now to **Inject Star** within the limits of Article 15 Austrian Insurance Contract Act. Claims against **Inject Star** are not allowed to be transferred without the express approval of **Inject Star**.

## XI. Copyright

Plans, sketches and technical documents always remain the intellectual property of **Inject Star** as do samples, catalogues, brochures, figures and the like. The contractual partner receives no rights whatsoever to use or exploit the work.

## XII. General information

Substantive Austrian law applies except in the case of any conflict-of-laws rules or remittance rules, particularly the UN Convention on Contracts for the International Sale of Goods (CISG). To interpret the contracts between **Inject Star** and the contractual partner, the given contract in German applies; if no contract in German was signed, then the given contract in English applies. The parties to this contract agree to name the court in Vienna with jurisdiction in the matter to be exclusively responsible for deciding all disputes arising from or in connection with legal transactions between **Inject Star** and its contractual partner.

The contractual partner agrees to announce any changes in its residence or business address. If the contractual partner fails to do so, any statements sent are deemed to have reached the partner even if sent to the last known address. Delivery distributions are deemed to have arrived at most 7 days after being sent if addressed to the last known postal address, fax number or e-mail address. If a notification is sent by e-mail, the sender bears the burden of proof for the arrival.

The contractual partner gives its express permission for **Inject Star** to name it as a reference customer in whatever technical form and to whatever audience desired, thus particularly in any ads or promotions sent out. The contractual partner declares that it is a trader in the meaning of the Austrian Consumer Protection Act. It is liable to **Inject Star** for the correctness of this information. The contractual partner agrees to the processing and use of its data under the condition that it can revoke this permission at any time.

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