

 <small>Austria - Vienna</small> <small>ISE GmbH, Mühlwasserstraße 34, A . 1220 Wien, Austria</small>	Qualitätsmanagement Formular	QMV Nr.:	2_02_QMV_001
	Dok.Nr.: 2_02_QMF_001_Teil04b_ALB_englisch_04	Version:	4.00

QMF

2_02_QMF_001_Teil04b_ALB_englisch_04

General Terms of Sale and Delivery

	Erstellt :	Geprüft :	Freigegeben :	Freigegeben :
Firma:	ISE	ISE	ISE	ISE
Datum:	06.01.2014			
Name:	A. KUBISCH			
Zeichen:				
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I. Scope

1. These terms and conditions in accordance with the most recent version shall apply to all services and deliveries which are offered and produced by Industrial Software Engineering Limited Liability Company+ (ISE) as well as to all associated secondary business and other performances.
2. Any deviating terms and conditions of the contracting party shall not be accepted by ISE and shall expressly be regarded as not agreed. This shall also apply if these are not contradicted on the part of ISE. Also performance of the respective contract by ISE shall never be deemed acceptance of such deviating terms and conditions of the contracting party. In doubt, the general terms and conditions of ISE shall apply.
3. Any deviating terms and conditions, verbal side arrangements, changes or additions to these terms and conditions as well as its amendments resp. enclosures shall only be valid upon a written agreement between the two contracting parties. This shall also apply for changes of this formal requirement.
4. In the context of and for the duration of the entire business relationship these terms and conditions shall also apply to all subsequent transactions according to article I.1. without any need of express reference thereto or agreement thereon.
5. Possible resellers shall bind their contracting partners by contract in the same way as the reseller himself is bound according to these terms and conditions. In case of failure to comply, the reseller shall indemnify and hold ISE harmless in any way.
6. Only the proxy holders and managing directors of ISE, cited in the commercial register, are authorized to sign.

II. Quotation, Offer, Order, Contract Conclusion

1. Any quotations shall be non-gratuitous. If an order is placed due to a quotation, the postage paid for this quotation shall be credited.
 - 1.1. The quotation shall be compiled to the best of one's knowledge, however, ISE shall not be liable for its correctness.
 - 1.2. In case of a cost overrun of the quotation of more than 15% after ordering, ISE shall immediately advise the contracting party. If the cost overrun up to 15% is unavoidable, a separate agreement shall not be required and shall these costs be charged without further ado.
2. Preliminary work by ISE with regard to the main objective (presentations, concepts, drafts, etc.) may be charged to the full amount of the associated personnel and material costs, even if the order should not be executed. Upon full payment of these costs, the contracting party shall not be granted any rights in these works or services and shall not be entitled to use these works. In fact, not executed work (concepts, drafts, etc.) shall immediately be returned to ISE. ISE shall be entitled to use such preliminary work for any other third party.
3. The offers of ISE are object to change and non-binding and are without engagement and subject to being unsold.
4. With the offer, the contracting party shall bindingly declare its tender. ISE shall be entitled to refuse the offer within 14 days of receipt without further ado
5. Any orders placed, verbally or written, shall not be accepted before these have been confirmed by ISE in writing (confirmation of order). The contract shall only be formed at the terms of the written confirmation of order together with these general terms and conditions of sale and delivery.

- 5.1. The contracting party shall be obliged to check the subject terms of the confirmation of order and to query possible discrepancies in writing immediately.
- 5.2. Any performances of the respective order by ISE without a corresponding previous written confirmation of order, shall not affect the validity of these terms and conditions that govern the entire business relationship, and shall they remain unaffected by this.
- 5.3. Purchase conditions of the contracting party or any changes of the contract shall only be valid upon ISE's separate and written consent.
- 5.4. Telegraphic, telephonic or verbal additions, amendments or side agreements of any orders shall also only be valid upon ISE's separate and written consent.
- 5.5. Unless expressly otherwise agreed on, changes in orders or additional orders may be charged at reasonable prices. Furthermore, an accordingly reasonable extension of the delivery time must be granted. ISE shall be authorised to changes and deviations in the execution of an order if they are inevitable for technical reasons.
6. Conclusion of contract shall be subject to correct and timely supply by ISE's suppliers. In case of such belated supply by ISE's suppliers ISE shall be entitled for partial or non delivery. The customer will be informed without delay of any unavailability or partial availability of supplies. In case the contracting party withdraws from the contract, ISE shall immediately refund any received payments regarding non delivered goods or services. In such case ISE shall not be liable for any resulting damage or loss of the contracting party.

III. Price, Packing, Delivery

1. Unless expressly otherwise agreed, the prices shall exclude any statutory VAT, shall be ex works and include the packaging for transport, though the costs for shipment, insurance and transportation itself shall be charged separately. The statutory VAT shall be added to these prices, when brought to account.
 - 1.1. In case ISE has to perform work services, these services shall be billed in the actual amount of the arisen time and effort, by presentation of the corresponding time-sheets. These invoices shall be payable within 3 days upon receipt of the invoice without any deduction.
 - 1.2. In case of changes of wage costs, due to collective contractual regulations in the line of business or due to company-internal conclusions or due to other costs necessary for the performance, like costs for materials, energy, transportation, foreign work, financing etc., ISE shall be authorized to increase the prices correspondingly.
 - 1.3. All prices mentioned by ISE or mutually agreed on, shall correspond to the current cost calculation situation and are valid for 3 months at all events.
 - 1.4. Unless expressly otherwise agreed, services like training, maintenance-, repair- and installation work shall be reimbursed on basis of ISE's hourly standard-rates in their most recent version. Travel time shall expressly be agreed as reimbursable labour time.
 - 1.5. Costs for overnight stays, flight costs and other travel expenses shall be reimbursed in accordance with the most recent rates. Travel time shall expressly be agreed as reimbursable labour time.
 - 1.6. The value of remunerations for regular payments shall be guaranteed on basis of the consumer price index or a replacing index and shall be adjusted annually.

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- 1.7. If the conclusion of the contract is carried out without an explicit price regulation, the list prices, valid on the date of the confirmation of order, shall be regarded as agreed.
- 1.8. Unless expressly otherwise agreed, delivery, loading, unloading and repurchase of the packing shall be agreed separately.
 - 1.8.1. In case "Delivery" is agreed, all prices shall be agreed excluding unloading and carrying of the delivered good.
 - 1.8.2. Packing, attached by the wholesale trade or billed for by the factory, shall be charged separately.
 - 1.8.3. Orders with a net value of less than " 75,- (excluding any statutory VAT) may be carried out applying a Small Order Surcharge in the amount of " 15,- (plus any statutory VAT). The delivery shall be cash on delivery (C.O.D.). Customary packing shall be agreed to avoid damages under normal transportation conditions.
2. Unless otherwise agreed, the objective services shall be performed in ISE's office within the regular working hours. In case the objective services should exceptionally be performed outside the normal working hours or outside ISE's office, the corresponding costs shall be charged separately. ISE shall be entitled to choose the performing personnel on its own and shall also be entitled to use third parties.
3. Any indicated times of delivery shall be non-binding, but shall be met if possible.
 - 3.1. Unless otherwise expressly agreed in writing, ISE shall have the right to choose between full or partial delivery.
 - 3.2. In case of delayed deliveries, the contracting party shall have no right to withdraw from the contract, nor shall ISE be liable for any damage or loss.
 - 3.3. Any inability to supply as a result of force majeure or other unforeseen incidents outside ISE's sphere of influence, including without limitation, strike, breakdowns inclusively raw material lack, mechanical fault or lack of work, breakdowns of communication networks and gateways, malfunctions of grid-type networks, acts of public authorities, subsequent cease of export or import opportunities, and reservation of timely supply from own supplies because of belated receipt of the goods from ISE's own suppliers, shall relieve ISE from the obligation to comply with any agreed time for delivery and unloading.
 - 3.4. ISE shall not be liable for delays in delivery and cost increases, resulting from incorrect, incomplete or belated changed instructions and information resp. provided documents. The contracting party shall bear all subsequent additional costs.
 - 3.5. If the dispatch of a product, ready for shipment, is not possible without ISE's fault or the dispatch is denied by the contracting party, or the contracting party does not take delivery of the goods, ISE shall be allowed to store the product at the expense of the contracting party in accordance with article VIII.3. In this case the delivery shall be regarded as fulfilled. The terms of payment agreed on shall not be changed.
 - 3.6. The dispatch of data carriers, documentations, functional specifications and other deliveries shall be made at the contracting party's costs and at the contracting party's risk for accidental loss and accidental deterioration. The contracting party shall be responsible for obtaining all necessary export- and customs licenses on its own costs. Transport insurance shall only be taken out on the express wish of the

contracting party, for the contracting party's account and in accordance with a special agreement.

IV. Payment and Delay in Payment

1. All deliveries of goods and any other performances by ISE are net prices and shall be payable free of any deduction upon receipt of the invoice. Cash discount deductions shall always require a separate written agreement and shall only be accepted in their respective line. Payments of the contracting party shall only be deemed to have been effected with payment receipt to ISE's business account. ISE reserves the right to change its terms of payment for individual customers.
2. If the contracting party is in default of payment with an agreed instalment or any other performance, regardless of negligence or fault,
 - 2.1. ISE shall be entitled - without exclusion of the compensation for further damages - to insist on fulfilment of the contract, and simultaneously
 - 2.1.1. suspend performance of its own obligations until payments have been made or other obligations fulfilled,
 - 2.1.2. call in all debts arisen from this or any other transactions
 - 2.1.3. withdraw from all contracts, even if already partly fulfilled, and to claim reimbursement of all costs incurred and to be incurred including lost profits and damages.
 - 2.2. ISE shall be freed of all broader performances and delivery obligations and shall be entitled to suspend its own obligations for delivery or performance and to demand advance payment of all claims including those which are not yet due or for which the time of payment has been extended and those resulting from bills of exchange alternatively demand that adequate security is provided or withdraw from all contracts and to demand reimbursement of all costs incurred and to be incurred including lost profits;
 - 2.3. 1,5% p.m. default interest shall be regarded as agreed without the need to a separate warning notice and ISE shall be authorized to recover compound interest from the day of delivery of the good;
 - 2.4. any agreed cash discount deductions shall be suspended;
 - 2.5. the contracting party shall contract to pay a reimbursement of all costs incurred and to be incurred including lost profits to ISE.
 - 2.6. the contracting party shall be obliged to make up for any further loss that ISE experiences, in particular such loss arising from the fact that higher interest arise on possible credit accounts because of the default of payment.
3. In the case of any circumstances which cast the creditworthiness of the customer in doubt, in particular the opening of bankruptcy proceedings or the refusal of such proceedings due to lack of funds, ISE shall have the right to make all claims due for payment immediately, notwithstanding any bills of exchange received. In any such case, ISE shall also have the right to make further deliveries only in return for advance payment or the provision of securities.
4. The contracting party shall have no right to cease payments because of partial delivery, warranty claims or deficiencies.
5. The contracting party shall have no right to set off or reduction unless the underlying counterclaims have been conclusively determined by a court or expressly acknowledged by ISE.

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6. The contracting party shall have no right to retention unless the underlying counterclaims have been conclusively determined by a court or expressly acknowledged by ISE.

V. Withdrawal from Contract

1. In case of default of acceptance by the contracting party or other important reasons, especially if bankruptcy proceedings are instituted against the contracting party or an application for bankruptcy proceedings is not granted for insufficiency of assets, or default of payment, even part payments, ISE shall be entitled to withdraw from the contract without allowing a period of grace.
2. In case of default of any contractual performance, which wouldn't have been concluded without another contract, ISE shall be entitled to withdraw from both contracts.
3. In case partial deliveries were agreed on and the contracting party is in default of payment for such a partial delivery, ISE shall be entitled to withdraw from the contract regarding this partial delivery as well as all performances still due.
4. The withdrawal by ISE shall request the rescindment of the contract.
 - 4.1. ISE shall also be entitled to assert full compensation or a compensation estimated at a flat rate in the amount of 30% of the gross invoice that shall not be subject to a judge's right of moderation, at its own choice. ISE's right to assert any further compensation remains unaffected.
 - 4.2. ISE shall be particularly entitled to claim the restitution of the goods already delivered at the expense and risk of the contracting party. Any meanwhile occurred decrease in value shall be at the expense of the contracting party.
 - 4.3. Finished and half-finished goods which have not yet been delivered, may be made available for the contracting party on their expense and risk and by charging the proportionate sales price. In case of default of acceptance, these goods may be provided in rented storerooms on the expense and risk of the contracting party. Simultaneously ISE shall be freed of any broader contractual duties.
5. In case of an unjustified withdrawal of the contracting party or the claim for a cancellation of the contract, ISE shall be entitled to insist on the fulfilment of the contract or to agree to the cancellation of the contract at its own choice. In the latter case the contracting party shall be obliged to pay compensation estimated at a flat rate in the amount of 30% of the gross invoice or to make up for the actually resulted damage, at ISE's own choice.
6. In case of conclusions of a contract in distance selling, the contracting party, as a consumer, shall have the right to withdraw from the contract within 7 working days. Saturdays shall not count as working days. The period shall start with the day of the delivery of the product resp. with the day of the completion of the contract. It shall suffice to mail the resignation by means of a registered letter within this period. If the consumer withdraws from the contract in accordance with this regulation, he shall bear the costs of the return of the product; if a loan was completed for the contract, he shall moreover bear the costs of a required authentication of signatures as well as the taxes (charges) for the credit granting. In case of performances, that start as agreed within 7 working days of completion of a contract, a resignation shall not be possible.

VI. Reservation of Title, Claim Assignment

1. All purchase objects are delivered by ISE under reservation of title and ISE reserves the sole right of ownership at the purchase object until the complete fulfilment of all obligations of the contracting party.
2. The contracting party shall comply with the required formal requirements for the preservation of the reservation of title, particularly to protect the product being under reservation of title from decreases in value and shall be obliged to insure the product sufficiently against fire, theft and water at its own expense.
3. As long as there is the reservation of title, the contracting party may neither dispose, sell or pawn it nor give or award it or grant third parties a use by contract.
4. The contracting party shall treat the purchase object with the care of a proper merchant and shall take the full risk for the reservation product, particularly for danger of the decline, the loss or the deterioration.
5. If the goods are attached or otherwise levied upon, the contracting party shall draw attention to ISE's title and immediately inform ISE of the attachment or levy.
 - 5.1. Goods already delivered, must be given back to ISE. The redemption shall have no effect to the original purchase price together with the additional costs, however shall be reduced by the value of the product taken back. The reservation of title and ownership shall extend to resale as well as the earned profit, even if no assignment of claim in favour of ISE was agreed. The complete earned profit remains ISE's title, even if combined with other commodities of the contracting party and damages for the incurred decrease in value are paid. At the same time ISE shall be entitled to settle accrued transportation and manipulation expenses.
 - 5.2. Partially completed goods shall be provided to the contracting party under imputation of the corresponding share of the sales price.
6. The contracting party herewith assigns its claim out of a resale of conditional commodities, even if they are processed, transformed or combined with other commodities, to ISE to secure the latter's purchase money claim.
 - 6.1. Upon request the contracting party has to notify the assigned claim and the debtor thereof to ISE and to notify the assignment to the third-party debtor. The contracting party shall make corresponding entries in his books or on his invoices.
 - 6.2. If the contracting party is in default of payment, earned profit has to be isolated.
 - 6.3. The contracting party shall have no right to assign claims against ISE to a third party without prior express of written consent.
7. The assertion of the reservation of title in case of bankruptcy proceedings shall not require a separate withdrawal.

VII. Assignment of Rights, Ownership of Software

1. ISE shall retain all copyright, patent, trade secret and other intellectual property rights ISE may have in all services performed or work created or developed by ISE, including presentations (ideas, sketches, text drafts, concepts, programmes, documentations), as well as in their individual parts and they shall be returned upon ISE's first request, in particular by termination of the contractual relationship. ISE grants the contracting party a non-exclusive, non-transferable, non-assignable license to use the work product resp. the performed services for the term of the respective agreement and restricted to Austrian territory.

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2. In case of software development by ISE, the delivery shall include the object code of the Software as well as the associated documentation.

2.1. Unless otherwise agreed, ISE assigns no further rights to the contracting party in such developed software. The contracting party shall have no right to modify, enhance or alter the software and the associated documentation.

2.2. The contracting party shall have no right to pass on the software to any third party, to duplicate or copy the software. The contracting party shall have no right to decompile the software.

3. In case ISE delivers licensed software, the contracting party only purchases the non-exclusive and non-transferable license to use the licensed software on the agreed computer systems, on the agreed amount of servers, resp. clients by the agreed amount of users. The licensor shall retain all other rights.

3.1. The contracting party shall have no right to pass on the software to any third party, to duplicate or copy the software. The contracting party shall have no right to decompile the software.

3.2. Terms and conditions of the licensor shall apply prior to the regulations of this point.

3.3. The contracting party shall solely be liable for the protection of the licensor's interests. The contractor shall indemnify and hold ISE harmless from and against any alleged, threatened or actual infringement asserted by any third party.

4. In case ISE delivers shareware, open-source-software or freeware, ISE shall not be liable for any loss or damage caused by such products. The contracting party shall strictly comply with the associated manuals or license regulations of the respective developer.

VIII. Protection of Data Privacy, Address Modification, Plans and Documents

1. The contracting party agrees, that person-related data of the sales contract in fulfilment of this contract shall be stored and processed by ISE in accordance with the recent version of the Austrian law of telecommunication in conjunction with the Data Protection Act.

1.1. The contracting party agrees to receive advertisement and information about ISE's products and services by mail until cancelled. The personal data of the contracting party, including name and email address, shall be stored exclusively at ISE. The contracting party shall be entitled to revoke this declaration of consent at any time. ISE shall give the contracting party the possibility to refuse the receiving of further advertising.

1.2. In case that a third party should succeed to illegally receive the personal data stored at ISE resp. should this third party illegally use this data, ISE shall only be liable on intent or gross negligence.

2. The contracting party is obliged to announce any changes of its home or business address as long as the concrete legal transaction isn't mutually fulfilled completely. If the communication will refrain, then the explanations are regarded as shut, if they are sent to the address announced last.

3. All details contained in the documents of ISE on weights, measures, prices, technical data, business details etc. are only binding, if in the confirmation of order in accordance with article II. referred to them particularly and they are made to the contract contents.

4. The contracting party is obliged to check the details contained in the documents for correctness, feasibility and

completeness. Defects noticed by the contracting party in the correctness, feasibility and completeness of the transmitted plans have to be rendered immediately to ISE in writing, at all events before execution of the service, otherwise ISE does not assume liability.

5. All information provided to the contracting party in the course of the initiation, closing or execution of the contract offered and decision documents of every kind, particularly plans, outlines and other technical documents in word, clay and picture remain an intellectual property of ISE just like samples and catalogues and stand under protection of the according legal regulations. The contracting party doesn't receive any intellectual property or utilization rights and in the case of a contrary behaviour the contracting party has to keep ISE reimbursable and unrepining.

6. At exports it is the obligation of the contracting party to get import licenses and import permits, civilian and public legal permissions or confirmations which are required for the execution of the contract.

IX. Passage of Risk

1. Unless otherwise agreed, the delivery shall be made "ex works". Place of delivery shall be the distribution centre of ISE.

2. The risk shall pass to the contracting party at all events with the day of the announced appropriation of the product or with delivery to the first carrier.

3. In case the contracting party is in default of acceptance, the risk passes to the contracting party at all events. Furthermore ISE shall be entitled to

3.1. store the product at the contracting party's costs. The storage charge shall be 0,01 " per kg per calendar day - minimum " 5,- per calendar day.

3.2. insist on fulfilment of the contract or to withdraw from the contract and sell the product elsewhere. In this case a flat-rate compensation, being not subject to the judicial moderation right, in the amount of 20% of the invoice shall be agreed.

4. In case of other delivery terms, the passage of risk shall be regulated according to the incoterms in their recent version on the day of the fulfilment of the contract.

5. The delivery of the product shall not be insured. The contracting party shall be obliged to obtain an appropriate transport insurance.

X. Warranty, Notice of Defects

1. Unless special warranty periods operate for individual items, the warranty period shall be 6 months and begins at the point of delivery. These conditions shall also apply to any goods supplied, or services rendered in respect of goods supplied, that are firmly attached to buildings or the ground.

1.1. A defect shall be given, if the delivered product or the performed service does not show the generally accepted or expressly agreed features. This defect must be existing at the time of delivery resp. performance. The shifting of the burden of proof according to § 924 ABGB shall not apply.

1.2. The contracting party has ordered the product by itself and is aware of the type of the product and scope of the performance. ISE shall therefore neither be liable for a certain feature nor the suitability for an intended use of the product.

2. The contracting party shall immediately examine the delivered goods, resp. performed services in accordance with § 377 of the Commercial Code (UGB).

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- 2.1. The contracting party shall give immediate notice of any defect, by means of a registered letter or telefax and with a detailed description of the appeared defects, but within 3 working days after their discovery at the latest.
- 2.2. The contracting party shall give immediate notice of any hidden defects, by means of a registered letter or telefax and with a detailed description of the appeared defects, but within 3 working days after their discovery at the latest.
- 2.3. In case the contracting party fails to give such notice in due time or at all, the product shall be deemed as delivered without defects. In such case the contracting party shall have no right to assert any warranty claims or claims for damage. The date of the postmark shall be substantial for the timeliness of the defect notification.
3. In case the verification of the claimed defect shows that the presence of a defect covered by the warranty is actually not given, ISE shall be entitled to charge the time and effort for the inspection according to the recent hourly rates, whereas a minimum handling fee of " 400,- shall be deemed as agreed.
4. Warranty claims of the contracting party shall be met either by substitution, repair within reasonable time or a reasonable price reduction. The contracting party shall only be entitled to withdraw from the contract in case of a major defect that is not rectifiable by substitution or repair within reasonable time and a price reduction is not reasonable for the contracting party.
 - 4.1. The existence of a defect shall not entitle the contracting party to fix the defect by itself or by third parties, in fact ISE shall be given the opportunity for rectification within reasonable time.
 - 4.2. The contracting party shall only be entitled to assert claims for damages, if ISE is in default with the fulfilment of the warranty claims.
 - 4.3. The defective goods shall be returned to ISE at the contracting party's costs and risk. ISE shall in no case be liable for costs incurred in connection with the defect, like expenses for assembly, disassembly, travel and site-to-quarter time, fines or other compensation.
 - 4.4. Services and deliveries associated with the rectification shall never extend the original warranty term.
5. The warranty obligation shall only apply to the defects appearing in compliance with the operating conditions and at normal use. ISE's warranty obligation shall therefore not extend to
 - 5.1. improper installation, operation, implementation, due to non-compliance with installation requirements, by the contracting party or any person in its sphere;
 - 5.2. improper repair or maintenance as well as changes of the machine by the contracting party or its representatives, which are not particularly ordered or allowed by ISE;
 - 5.3. repairs and changes carried out by the contracting party or their representatives in non-compliance with ISE's assembly instructions and without ISE's written consent;
 - 5.4. non-observance of the admittance prescriptions, the operating instructions, the prescriptions about the treatment of the delivered object, the safety regulations as well as instructions concerning the delivery, operation and the proper use;
 - 5.5. natural operational wear and tear as well as force majeure;
 - 5.6. chemical, electrochemical or electrical influences as well as inadequate energy supply.

- 5.7. malfunctions of a plant due to abuse, missing regular maintenance, misapplication, improper handling as well as operation with a too high production;
- 5.8. damages by fire, accidents, negligence, acts of god and circumstances which do not fall in the sphere of ISE;
- 5.9. use of improper software, equipment or data carrier.
6. If the contracting party is completely or partly in default with services to be rendered, especially in default of payment, ISE shall be entitled to decline the asserted warranty claims.
7. In all events claims are struck by the statute of limitation with lapse of the objective warranty period; a further regress in accordance to § 933b ABGB shall not apply.

XI. Product Liability, Compensation

1. ISE points out that the delivered product offers the expected safety and function suitability only at strict and complete compliance with industrial standards, admittance prescriptions, safety regulations, operating instructions and other prescriptions, notes and instructions from ISE about installation, operation, function and maintenance. The product liability according to the Product Liability Act for sole property damages is excluded, without consideration for faults.
2. Outside the scope of the Product Liability Act, ISE shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. ISE shall not be liable for damage due to acts of ordinary negligence nor for consequential damages or damages for economic losses, loss of savings or interest or damage resulting from third-party claims against the contracting party.
3. Claims for damage are struck by the statute of limitation with lapse of one year after knowledge of damage and author of damage.
4. The regulations about compensation mentioned in these terms and conditions or agreed otherwise shall even be valid, if the claim for damage is asserted besides or instead of a warranty claim.
5. Regarding the limitations of liability, the contracting party shall bind its possible buyers in the same way as itself is bound according to these terms.

XII. End Regulations

1. It is agreed on both sides, that place of performance and place of jurisdiction for all present and future claims arising from this arrangement shall be Vienna. ISE shall be entitled to choose another place of jurisdiction, responsible for the contracting party.
2. For the interpretation of this contract Austrian factual law shall apply.
3. The invalidity of any provision of these terms and conditions shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.
4. The international purchase laws shall not apply.
5. The English version of these general terms and conditions of sale and delivery shall be for convenience purposes only. In case of any inconsistencies, the German version shall prevail.
6. These terms and conditions are conceived for legal transactions between enterprises. Should legal transactions with consumers according to article 1 of the regulations of the consumer protection law be based on these terms, then they shall only be valid in this respect.