

For the company

**Schunk Wien GmbH
Oberlaaer Straße 316, 1230 Wien, Austria**

as of 18th February 2008

The following conditions of purchase, and these conditions only, apply to our orders.

1. Orders and confirmation of orders

Only orders made in writing are binding. Orders or agreements made orally or by telephone must, if they are to be binding, be confirmed by us in writing.

All orders are to be confirmed by the supplier at once, giving the price and time of delivery. If the supplier fails to accept the order within two weeks of after being submitted, we are entitled to terminate them.

If it is recognizably for us that the supplier starts the execution of the order within the before mentioned period without confirmation, then our order is considered as unreservedly accepted.

In the case of deviations from our order in technical or commercial regard, as well as deviations from our purchasing conditions, this must be expressed in the confirmation and requires our confirmation in writing.

Only in cases of our written confirmation, deviating terms of the supplier are accepted.

2. Prices and packing

As far as in our order not differently stated, prices, indicated by us, are fixed prices including strip packing in accordance with Incoterms 2000 and a commercial, appropriate and perfect packing as far as not something particularly is agreed upon borrowed packing's. The return of borrowed packing's is at the risk of the supplier.

3. Time of delivery

Dates and time-limits are legally binding.

In case of an earlier supply, which may take place only with our prior agreement, fixed times for payment begin with the agreed date.

The connected costs for storage and manipulation have to be refunded by the supplier. If adherence to delivery times (achievement time) becomes impossible, the supplier has to inform us immediately without prejudice to its continuing obligations. If the delivery is not within the prescribed period or incomplete, we reserve all rights, in particular compensation.

All disadvantages, which result from the failure of proper delivery, will be debited to the supplier.

4. Dispatch

In case of freight payment by Schunk Wien GmbH, we determine the kind of dispatch. Each transfer requires a packing slip or a delivery note with indication of the part number. Risk of transportation in accordance with Incoterms 2000.

5. **Warranty, notification of defects**

For defects in technical specifications, or its guaranteed features, the warranty period lasts, if not differently agreed, one year after delivery.

Without prejudice to our other rights besides liability of breach of warranty of the supplier, we are entitled to eliminate ourselves or in urgent cases if the suppliers obligations are defaulting to let eliminate, lack or damage at the cost of the supplier.

Objection of no punctual notice of defect cannot be raised by the Supplier.

6. **Presentation of Invoices**

Invoices are to be submitted by the supplier in duplicate and with indication of our order number. Invoices are, if nothing different is agreed upon, to mail immediately after dispatch of the commodity. The transfer of open invoices may take place only with our express permission. Performance invoices must be proofed additionally. In general we refer to § 11 of the value added tax law of 1972.

7. **Payment**

If payment is made within 14 days of due date, a discount of two per cent is agreed upon. In general, payment is made net cash within 30 days of the invoice being received and delivery completed. Payment is made upon completion of delivery or service, after the invoice is received.

8. **Material additionally provided, means of production, drawings, etc.**

Material additionally provided to the supplier and means of production, drawings, models, samples, tools, patterns and the like remain our property and may not be made available to third parties without our written permission. They have to be returned to us with the offers or after execution of the order without special request.

The use of the order for advertising purposes is also not permitted.

The order and all instructions related to it, documents etc. are to be treated confidentially as our business trade secret.

For the elaboration of offers, plans etc. we do not grant any remuneration.

9. **Place of performance**

For the supply and payment is Vienna, Austria considerably.

10. **Legal venue**

The legal venue is Vienna, Austria.

11. **Applicable law**

The laws of the Republic of Austria apply for all disputes from this contractual relation.

12. **General**

In all correspondence we need the indication of our order number, our letter character and the date of the last correspondence.

As far as in inquiries and orders no contrary references appear, further inquiries are to be addressed only to our purchase department.