

Business Terms and Conditions of Lasco Hay Technology GmbH (extract)

First:

Only our business terms and conditions are valid. Other terms and conditions are valid only if they have been acknowledged in writing by us. If we are the contractor, the placement of an order, or if we are contracting, the acceptance and/or execution of the order is recognition and confirmation of our terms and conditions. Orders are first considered as accepted when they have been confirmed in writing by us.

Second:

Prices are principally based on our respective price list, unless a different arrangement is made for a particular case.

Third:

For custom and special made-to-order machines the delivery can take up to 24 months. If there is a delay in delivery a grace period is to be set, the duration of which depends on the production time of the particular machine. For special made-to-order machines no cancellation is possible!

Fourth:

Any customer that cancels an order is liable to pay a cancellation fee equal to 35% of the total ordered sum.

Fifth:

The withholding of payments due to warranty claims, or offsetting because of or with counterclaims, by the customer- that are not explicitly recognized by us- is excluded.

Sixth:

Compensation claims of any kind are excluded in all instances where we are not liable for deliberate intent or gross negligence.

Seventh:

The goods supplied or the delivered plant remains our property until full payment of the purchase price (service fee) including all associated costs. When the goods are resold all resultant claims on us are ceded.

Eighth:

Customer warranty claims are limited to rectification. Considering the discount granted, the rectification consists only of the delivery of the necessary materials for the rectification. The labour is to be provided by the customer or at his expense. Nullification and price reductions are excluded.

Ninth:

Failure by the customer to pay even one bill results in the payment target deeming to have been missed in all cases; irregardless of what payment terms with respect to individual payment instalments were agreed upon, irregardless of any preceding agreement and irregardless of whether the receipt of bills of exchange was confirmed by us. In case of payment default the customer shall pay default interest at the rate of 4% above the prime rate of the Austrian National Bank. Furthermore, the customer is obligated to pay our collection fees and out-of-court attorney fees for collection expenses. Conceded rebates are forfeited by late payment and the customer is liable to pay us for the total price of the goods according to the price list.

Tenth:

Electrical installations and structural renovations are to be made by the customer at his/her own expense. It is incumbent on the customer at his/her cost to provide the required current capacity specified for the installation and operation of our delivered goods and equipment.

Eleventh:

No guarantee of any kind for the functionality of used equipment is offered. A functional warranty is granted only in the framework of a written confirmation

Twelfth:

The general terms and conditions of trade also apply if we act as broker for used equipment.

Thirteenth:

Forward transactions are prohibited, without exception.

Fourteenth:

We only sell plants that meet certification and norm requirements. It is the responsibility of the customer to employ, for example, noise abatement/emission restriction measures such as extraction systems, fireplaces, etc. to ensure that the emission limits are not exceeded. For heating systems, hay and silage ventilation units, aggregates and tanks, walled and other enclosures must be provided by the customer at his/her expense. Safety measures and regulations, of whatever kind, prescribed by the appropriate authority, are to be observed by the customer and carried out at his/her expense. Likewise, it is the responsibility of the customer to obtain-at his/her expense- all necessary permits for the operation of facilities and to meet all requirements stipulated by the relevant authority. All disadvantages resulting from a breach of obligations are the sole responsibility of the customer.

Fifteenth:

If a static calculation is required for the installation of the plant to be supplied by us, this is also to be provided at the customer's expense. If the customer does not comply with these obligations, and we incur a loss thereby, this is to be reimbursed by the customer. The crane certification by civil engineers or other certified inspecting authority must take place before the first start-up and operation and at the expense of the buyer. The annual periodic inspection must be carried out.

Sixteenth:

If the authorities require or the customer desires custom-made panelling for aesthetic purposes, the incurred expenses are the customer's responsibility.

Seventeenth:

Assistants provided for assembly of our equipment work exclusively under the instructions and on behalf of the customer. The customer is solely responsible for provided helpers, ladders, lifts and other elevation equipment. Where there are claims that are made for injury to or damage from these workers, the customer is liable to indemnify and hold without complaint.

Eighteenth:

Austrian law shall prevail.

Nineteenth:

The place of fulfillment or execution is the headquarters of our company. Jurisdiction, regardless of the size of the claim, is the district court of Mattighofen, Austria.

Twentieth:

In case of contradictions the aspects of the present contractual relationship to be applied (in the following order) are: The written agreement under which the contract has been concluded, including a possible specification of services and a possible bill of quality. These terms and conditions. Our extensive delivery and sales conditions, for perusal at our company and which can be sent upon request and can be found on our website. The relevant terms and conditions of our trade association for our industry sector. The Austrian standards with preliminary standard contract contents for specific subject areas. The relevant Austrian standards with preliminary standard general contract contents, especially Austrian standards A 2o6o, B 221o.

Twentyfirst:

Written proviso: Verbal side agreements have not been made. The repeal, amendment or addition to the business conditions requires written form and signing by all parties. This also applies to the waiver of this procedural requirement. In particular, notices of defects require written form.