

General Sales Terms and Conditions

as of April 2016

I. SCOPE

- (1) The present General Sales Terms and Conditions apply to all sales by WienCont Container Terminal GmbH. It will be assumed that any buyer, placing in an order with WienCont Container Terminal GmbH in whatsoever way, has accepted the present General Terms and Conditions prior to ordering.
- (2) All other conditions provided in a document originating from the buyer can be deemed not applicable, whereby the Particular Conditions explicitly accepted in writing by WienCont Container Terminal GmbH shall be excluded thereof.
- (3) Possible offers by WienCont Container Terminal GmbH are always without engagement and not binding.

II. PRICES

- (1) Prices are always stated in Euro without VAT. Any increase in VAT, as well as any new tax that would be imposed between date of order and date of delivery shall be at the expense of the buyer.
- (2) Prices apply, unless otherwise stated in the Particular Conditions, only to delivery of goods described in the Particular Conditions, excluded thereof shall be any other labor and services rendered in addition. If the latter are ordered by the buyer, they will be charged to the buyer's account in addition to the price as provided in the Particular Conditions.

III. TERMS OF PAYMENT

- (1) Payments shall be made immediately without deductions with accounting upon presentation.
- (2) A down payment by the buyer upon conclusion of the contract shall be considered as earnest money in terms of § 908 ABGB. Should the contract not be fulfilled due to WienCont Container Terminal GmbH fault, the buyer is entitled to demand the amount of the earnest money paid at the most.
- (3) In case of default of payment, the buyer shall pay default interest at the rate of 1.5% per month. If payment of an invoice remains outstanding at maturity, furthermore all buyer's accounts shall be due immediately.
- (4) Any invoice outstanding at maturity shall furthermore be increased without notice of default by a lump sum compensation of 10% of the outstanding amount and amounting at least to EUR 40.

- (5) If despite being granted eight working days of respite the buyer fails to discharge a demand of payment, WienCont Container Terminal GmbH shall be entitled to redeem the object of purchase without prejudice to claims under the terms of § 918 ABGB, whereby the contract shall not be considered canceled.
- (6) Should WienCont Container Terminal GmbH after conclusion of the contract come to know that the financial position of the buyer has changed unfavorably or a insolvency proceeding has been commenced, so that proper fulfillment of the contract is not ensured, WienCont Container Terminal GmbH shall be entitled to demand payment in advance or deposit pursuant to the value of the goods. If the buyer fails to satisfy this claim, WienCont Container Terminal GmbH shall be entitled to immediately cancel the contract.
- (7) In case of justified cancellation by WienCont Container Terminal GmbH, the buyer shall be bound to pay WienCont Container Terminal GmbH key money at the rate of 30% worth of those goods in respect of which the cancellation occurred.
- (8) Furthermore, the defaulting buyer shall be obliged to pay any reminder, collecting, charging, and information charges which might occur in connection with the encashment.
- (9) Any complaints with regard to the amounts invoiced must arrive at WienCont Container Terminal GmbH within 15 days from date of invoice. If this is not the case, the invoice shall be deemed irrevocably and entirely accepted.
- (10) Withholding or set-off of payment by the buyer due to counterclaims whatsoever shall be excluded.

IV. DELIVERY

- (1) Delivery of the object of purchase shall take place free on truck ex depository Vienna or ex depository Werndorf. Delivery to a different location can be agreed upon in the Particular Conditions, however, shall always be effected at the buyer's expense and risk.
- (2) Delivery dates specified in the Particular Conditions shall not be considered extreme limits and, therefore, are not binding. Late delivery shall in no case implicate cancellation or claims for compensation by the buyer.

V. RETENTION OF TITLE

- (1) WienCont Container Terminal GmbH reserves ownership of any delivered goods until full payment of the invoiced amounts. This also applies if the purchase price for particular goods referred to by the buyer has been paid, as retention of title is to safeguard WienCont Container Terminal GmbH outstanding money as a whole.
- (2) The buyer shall note WienCont Container Terminal GmbH retention of title on the delivered goods.

VI. WARRANTY

- (1) The buyer shall take over the object of purchase as inspected. The buyer's claims with respect to warranty shall be limited to measures of improvement, consisting of replacement of the defective parts free of charge.
- (2) Any expenditure of human labor required for mounting and demounting, including possible travel expenses and transportation costs shall be paid by the buyer. Entitlement of the buyer to conversion or reduction of price shall be excluded.
- (3) A buyer failing to fulfill his obligation to pay duly shall not be qualified for any warranty.

VII. COMPENSATION

WienCont Container Terminal GmbH shall be held liable for actual fault and fault of vicarious agents only due to culpable negligence or intention.

VIII. GENERAL PROVISIONS

- (1) Both parties agree upon the Viennese court having jurisdiction over the subject matter as place of jurisdiction.
- (2) The contractual relationship shall be governed exclusively by Austrian Law. The application of the United Nations Convention on Contracts for the International Sale of Goods and similar international agreements shall be excluded.
- (3) Any subsidiary agreements, amendments, or supplements require confirmation in writing by WienCont Container Terminal GmbH to achieve validity. It is deemed an irrevocable presumption that at no time shall be departed from this need of written form through oral agreement.