

General Terms and Conditions ("GTC") for the Online Shop of Schrack Technik GmbH (valid from September 2016)

1. General / Scope

- 1.1 These General Terms and Conditions shall govern any and all business relations between Schrack Technik GmbH (hereinafter "SCHRACK") and the customer. Any other provisions shall apply only if a relevant written agreement is made between SCHRACK and the customer and signed by duly authorized representatives.
- 1.2 Any general terms of business/purchase of the customer differing from these GTC shall not become part of the contract unless expressly accepted by SCHRACK by way of a written confirmation signed by duly authorized representatives.

2. Conclusion of contract

- 2.1 The range of goods and services offered by SCHRACK is made available exclusively to entrepreneurs within the meaning of § 1 UGB (Austrian Business Code); the aforesaid is herewith acknowledged by the customer.
- 2.2 In the event SCHRACK learns after the conclusion of the contract that the customer is not an entrepreneur within the meaning of § 1 UGB SCHRACK shall have the right to rescind the contract within a reasonable period of time. The customer shall furthermore be liable to SCHRACK for any damage incurred as a result of these circumstances.
- 2.3 The offers made by SCHRACK via the internet shall be subject to confirmation in all respects and constitute non-binding offers to the customer to make an offer to SCHRACK regarding the goods shown. All illustrations shown on the internet constitute typical examples of the relevant section and shall be non-binding.
- 2.4 By ordering goods from the online shop via the internet the customer shall be deemed to make a binding offer for the conclusion of a contract of sale.
- 2.5 Receipt of the customer's order is confirmed immediately after sending by way of an automated e-mail message setting out the product, the price and the terms of delivery and payment, which e-mail shall not constitute an acceptance of the order.
- 2.6 In the next step the customer's offer shall be reviewed by SCHRACK and accepted by way of an e-mail message (acceptance of the order). The contract of sale shall be deemed to be concluded only upon the acceptance of the order.
- 2.7 German shall be the language of the contract, the language of the order and the working language.

3. Delivery, rescission

- 3.1 All products shall be delivered immediately, provided they are in stock and only while stocks last. SCHRACK shall have the right to make and invoice partial or full deliveries, unless it has been agreed that a single delivery shall be made. If any product should be temporarily unavailable, we shall inform the customer via e-mail about the expected delivery date, provided an address of the customer is available to us.
- 3.2 The indicated delivery date shall be non-binding. If compliance with the agreed delivery deadline is impossible for reasons of force majeure or as a result of circumstances beyond the control of SCHRACK the delivery deadline shall be extended until the expiry of a reasonable grace period from the date the relevant circumstances cease to apply. In any such event SCHRACK shall inform the customer immediately. If the relevant circumstances continue to apply for more than one month after the expiry of the agreed delivery deadline and/or if delivery becomes permanently impossible either party shall have the right to rescind the contract. Any further claims out of a non-compliance with the delivery deadline not attributable to SCHRACK's fault shall be excluded.
- 3.3 SCHRACK shall not be liable for any delay in delivery caused by its suppliers. Any fault on the part of SCHRACK's suppliers (carriers shall also not be regarded as agents as shipping shall be at the customer's risk) can be attributed to

SCHRACK exclusively on the basis of § 1315 ABGB (Austrian Civil Code).

- 3.4 In the event of a delay in delivery due to SCHRACK's fault the customer shall have the right to grant in writing a reasonable grace period of not less than 10 workdays. If such grace period expires without delivery being made the customer shall have the right to rescind the contract. If the customer furthermore evidences that it has suffered a damage due to these circumstances and/or to the delivery being delayed until after the expiry of the grace period, the customer shall be entitled to a lump-sum compensation for delay equaling 0.2% of the value of the goods to be delivered for every full week but not exceeding a total of 1% of the value of the goods to be delivered, whereby no liability shall be accepted for slight negligence on the part of SCHRACK either through a lump-sum compensation or otherwise. Any claims of the customer out of a delay in delivery or a rescission of the contract beyond the said lump-sum compensation shall be excluded to the extent permitted by law, therefore up to the threshold of extreme gross negligence.
- 3.5 Transport packaging and any other kind of packaging within the meaning of the Verpackungsverordnung (Austrian Packaging Regulation) 1996 (Austrian Law Gazette no. 648/1996) cannot be returned to SCHRACK. The customer shall dispose of packaging materials at its own expense and shall evidence to SCHRACK upon request at any time that the customer duly participates in a collection and recycling program within the meaning of the Verpackungsverordnung 1996.

4. Packaging and shipping, place of performance, risks

- 4.1 The type of shipping and the transport route shall be determined by SCHRACK.
- 4.2 The place of performance shall be the place of dispatch of the ordered goods at the location of the dispatch warehouse chosen by SCHRACK.
- 4.3 Irrespective of the type of shipping chosen by SCHRACK the risks shall pass to the customer at the time the goods are removed from SCHRACK's dispatch warehouse.
- 4.4 SCHRACK shall arrange a transport risk insurance only upon explicit request by the customer and subject to reimbursement of the costs. If due to the customer's request or for other reasons attributable to the customer delivery is made after the time SCHRACK has the goods ready for dispatch from the dispatch warehouse the risks shall nevertheless pass to the customer upon SCHRACK notifying the customer in writing that the goods are ready for dispatch, even if the goods have not yet been removed from the dispatch warehouse.
- 4.5 The shipping costs shall be stated separately and are not included in the listed prices of the goods. For packaging costs SCHRACK shall charge a proportionate amount.
- 4.6 The pricing terms for cable deliveries include ring packing. Drums from Kabeltrommel GmbH & Co KG (KTG): The terms and conditions apply that are in effect for the transfer of cable drums at Kabeltrommel GmbH & Co KG. (www.kabeltrommel.de)
Own drums
If KTG drums are not used, our terms and conditions for loaning drums with a deposit and calculation of fees apply. (www.schrack.at)

5. Prices and payment, setting off

- 5.1 All listed prices are net prices in Euros exclusive of VAT. The applicable prices shall be the prices valid at the time SCHRACK issues the acceptance of the order.
- 5.2 Given that the web pages of SCHRACK are continuously updated the details indicated in respect of prices and quality of the goods may vary. Errors and printing errors shall be excepted.
- 5.3 Payment of the goods shall be made in advance against invoice, via instant transfer, PayPal or against cash on delivery.

- 5.4 The customer shall be obliged to pay the invoiced amount within 10 days from receipt of the goods.
- 5.5 If the customer fails to meet its payment obligations SCHRACK reserves the right either to charge the customer with any additional internal reminder and processing charges, lawyers' fees in accordance with the applicable rates and collection charges resulting from such a failure to pay, or to rescind the contract. For internal reminder and processing charges an amount of EUR 25 net per reminder will be charged.
- 5.6 If the customer is in default of payment SCHRACK shall be entitled to claim default interest at the rate stipulated by law. The aforesaid shall not affect the right of SCHRACK to claim reminder charges in accordance with section 5.5 and enforce any further claims for damages.
- 5.7. The customer shall have a right to set-off only in respect of counterclaims against SCHRACK that are undisputed or have been upheld and declared unappealable.
- 6. Retention of title, right of retention**
- 6.1 Until payment has been made in full the relevant goods shall remain the property of SCHRACK (retention of title). In the event of a default in payment by the customer SCHRACK shall have the right to reclaim the goods. This shall not constitute a rescission of the contract unless expressly stated.
- 6.2 The retention of title shall also extend to products manufactured by the customer through processing, integration or combination. If goods subject to retention of title are processed to a new product together with goods not owned by the customer, SCHRACK shall acquire joint ownership in such new products in proportion to the value of the goods subject to retention of title.
- 6.3 In the event the goods subject to retention of title are seized by a third party the customer shall immediately inform SCHRACK in writing. The customer shall reimburse SCHRACK for any and all costs and expenses incurred by SCHRACK in connection with averting such a seizure by third parties; the aforesaid shall be deemed to include non-judicial steps. For as long as the retention of title continues to apply the customer shall be obliged to maintain the goods in a proper condition and handle them with the due care to be expected from a conscientious entrepreneur. In order to preserve the value of the goods subject to retention of title the customer undertakes to refrain from using the goods and to have any damage repaired immediately at its own expense, even if such damage was caused through no fault on the part of the customer, accidentally or by force majeure.
- 6.4 In the event of a resale by the customer of the goods to which SCHRACK retains title the customer's claims for payment of the purchase price from such a resale shall be deemed to be assigned to SCHRACK. The customer undertakes to make relevant book entries and inform the third-party buyer about the assignment by adding a relevant notice on the invoice. Notwithstanding the present assignment the customer shall be entitled and authorized to collect the relevant receivables in the name and on behalf of SCHRACK on the basis of the power of attorney to collect monies granted herewith. In the event of a default in payment by the customer the customer shall be obliged to hand over all documents required for collecting the assigned receivables, whereby the power of attorney authorizing the customer to collect monies shall be deemed to be revoked.
- 6.5 If the customer fails to comply with its payment obligations for whichever reason SCHRACK shall be entitled to exercise its rights under the retention of title without delay. In such a case SCHRACK shall have the right to take actual possession of the goods subject to retention of title without prior announcement to or notification of the customer. The customer waives its right to bring an action for trespass in such a case and shall not be entitled to raise any claims for damages against SCHRACK on the basis of these circumstances.
- 6.6 The customer shall have a right of retention pursuant to § 369 UGB only to the extent the counterclaim is undisputed or has been upheld and declared unappealable and

provided the counterclaim arises out of the same contractual relationship.

7. Right to return goods

Any return of goods (for return or exchange) shall be excluded unless specifically agreed in the contract. In the event of a contractually agreed return of goods the customer shall be liable to pay any shipping costs incurred for shipping the goods, any processing charges of SCHRACK, and the costs of return shipment.

8. Warranty

8.1 The customer undertakes that upon receipt of the goods it shall inspect the goods as to defects, and in the event any defects are discovered the customer shall notify SCHRACK in writing, including a specification of the relevant defects, immediately but in no case later than within 7 (seven) days from receipt. If the customer should discover any hidden defects of the goods at a later time the customer shall notify SCHRACK immediately upon discovery of the defects. If the customer fails to immediately carry out an inspection and/or notify defects the goods shall be deemed to be approved.

8.2. Any damage of the goods caused by the customer handling the goods improperly or contrary to contractual provisions shall not constitute a defect. Whether any handling is to be deemed improper or contrary to contractual provisions shall depend on the specifications provided by the manufacturer of the goods. The aforesaid shall also apply in cases of intervention, repair or attempted repair by the customer or any unauthorized third party.

8.3. The warranty period shall be six months and shall commence upon receipt of the goods.

8.4. If supplementary performance has been effected by way of a replacement delivery the customer shall be obliged to return the originally delivered goods to SCHRACK at the customer's expense within 30 days.

8.5 If the customer has undertaken a warranty to its subsequent transferee or a consumer any recourse against SCHRACK pursuant to § 933b ABGB after expiry of the warranty period for the goods based on the delivery by SCHRACK to the customer, shall be excluded.

9. Limitation of liability, product liability

9.1 Unless provided otherwise hereinbelow any further claims of the customer on whichever legal grounds shall be excluded. SCHRACK shall not be liable for any damage not directly concerning the delivered goods; in particular SCHRACK shall not be liable for lost profits or other property loss suffered by the customer. To the extent the contractual liability of SCHRACK is excluded or limited such exclusion or limitation shall also extend to the personal liability of employees, representatives and agents.

9.2 The above exclusion of liability shall not apply to the extent the cause of the damage results from intent or extreme gross negligence and in cases of personal injury on the customer side.

9.3 Where the customer has indemnified a third party under mandatory provisions of product liability law in respect of goods delivered by SCHRACK any recourse claims against SCHRACK shall be excluded, except for cases of intent and extreme gross negligence. Where the customer has indemnified a third party under mandatory provisions of product liability law due to a defect in a product for which the goods delivered by SCHRACK were only used as components, the customer shall have to prove, if recourse is sought, that the defect in the end product was caused or partly caused by a defect in the goods delivered by SCHRACK.

9.4 The period of limitation regarding any liability under this section shall be two years from delivery, to the extent this is permitted by law.

10. Data protection

10.1 Use of Google Analytics

The SCHRACK website uses Google Analytics, a web analysis service provided by Google Inc. ("Google"). Google Analytics uses so-called "cookies", text files which are stored on the customer's/user's computer and allow an analysis of the use of the website by the customer/user. Any information generated by the cookie regarding the use of this website is usually transmitted to a Google server in the United States and stored there.

If the IP anonymization is activated on this website, the customer's/user's IP address, however, is truncated by Google beforehand within the area of the member states of the European Union or other states party to the Agreement on the European Economic Area. It is only in exceptional cases that the full IP address is transmitted to a Google server located in the US and truncated there. IP anonymization is activated on this website. Google uses this information on behalf of the operator of this website to evaluate the use of the website by the customer/user, to compile reports on the website activities and to provide the website operator with additional services in connection with the use of the website and of the Internet.

The IP address transmitted by the customer's/user's browser within the scope of Google Analytics will not be merged with other data held by Google. The customer/user can prevent storage of the cookies by setting his browser software accordingly; please note that in such case the customer/user may not be able to use the full range of functions this website provides. In addition, the customer/user may prevent the collection of the data produced by the cookie and related to the use of the website (incl. the IP address) by Google as well as the processing of this data by Google by downloading and installing the browser add-on available at the following link:
<https://tools.google.com/dlpage/gaoptout?hl=en>

10.2 Anonymized data

By visiting the SCHRACK website certain data of the customer/user is stored automatically on the SCHRACK servers for system administration, statistical or backup purposes. This data includes the name of the customer's/user's Internet service provider, in some cases the browser software version, the operating system of the computer used, the website the customer/user has accessed before visiting SCHRACK's website, the pages the customer/user visits on SCHRACK's website and if applicable, search terms the customer/user has used in order to find the SCHRACK website. This data may allow the identification of individual visitors of the website. Personal data, however, is not processed in this context. Such data is only used in anonymised form. If SCHRACK passes on anonymised data to external service providers, technical and organisational measures are taken to guarantee that the transfer of data complies with the statutory Data Protection provisions.

10.3 Cookies and other technical means for the collection of user data

So-called cookies are used to enhance the usability of the SCHRACK website. "Cookies" are tiny pieces of information stored temporarily by the browser on the hard drive of the customer's/user's computer and are necessary for using the SCHRACK website. Thus, the information contained in the cookies is used to control the session, in particular to improve navigation and facilitate a high level of user-friendliness of a website. Furthermore, cookies are used to identify so-called user data. In particular, the term user data refers to the following information:

- Article pages visited
- Downloads

This information is partly linked to the customer ID and/or e-mail address of the customer/user, thereby allowing personal identification. The data and information gathered in the process provide details on the buyer behaviour and are stored for advertising, marketing and distribution purposes as well as for website optimisation. User data is not passed on to third parties.

The customer/user can prevent this use of data by changing his browser settings. If he uses the website without

changing the settings, he explicitly agrees to the data use as described above.

10.4 Security and data transfer

SCHRACK will keep safe any and all customer data and thus take all necessary precautions to protect the customer data against loss, misuse or modifications. Contracting parties of SCHRACK who have access to the customer data in order to render services to the customer on behalf of SCHRACK shall be under contract to keep this information secret and must not misuse this data. In this context, the customer agrees to the transfer of his personal data to SCHRACK's affiliated companies for the purpose of processing customer enquiries within the meaning of Section 15 Aktiengesetz (AktG; Stock Corporation Act). Customer data will be kept confidential in this case as well.

10.5 Personal data for order processing, period of data retention and rights to cancellation and correction of data

If the customer provides personal data on his own accord, in particular with regard to orders made in the online shop, SCHRACK will use this data to fulfil its contractual obligations. In addition, the personal data provided by the customer will be entered in a customer data base that SCHRACK will use for advertising and marketing purposes. If SCHRACK passes on personal data to external service providers, technical and organisational measures are taken to guarantee that the transfer of data complies with the statutory Data Protection provisions.

Any data stored will be deleted by SCHRACK upon expiry of the statutory or contractual data retention period and provided that SCHRACK does not need the data any longer. The customer/user may require the provision of information on and/or cancellation of his data at any time. Please address any related inquiries to shop@schrack.at. The customer/user is entitled to revoke his consent regarding the future use of his personal data any time (to shop@schrack.at).

10.6 Privacy Policy on the use of Google +1

Collection and passing on of information:
 You can publish information worldwide by using the Google +1 button. By pressing the Google +1 button you and other users receive personalised contents from Google and our partners. Google stores both the information that you used +1 for a content and information about the site you viewed when pressing +1. Your +1s may be displayed as references together with your profile name and your photo in Google services, like, for instance, in search results or in your Google profile or in other places on websites and advertisements on the Internet.

Google records information on your +1 activities to be able to improve Google services for you and others. In order to be able to use the Google +1 button, you need a public Google profile visible worldwide, which, as a minimum, has to contain the name selected for the profile. This name will be used with all Google services. In some cases this name may also replace another name that you used when sharing content via your Google account. The identity of your Google profile may be displayed to users who know your e-mail address or any other identifying information about you.

Use of the information collected:

In addition to the purposes of use described above, the information provided by you will be used in accordance with the applicable Google Privacy Policy. Google may publish aggregate statistics on the users' +1 activities and/or may pass them on to users and partners, such as publishers, advertisers or affiliate websites.

10.7 Privacy Policy on the use of Twitter

Twitter functions are embedded in our pages. These functions are offered by Twitter Inc., Twitter, Inc. 1355 Market St, Suite 900, San Francisco, CA 94103, USA. By using Twitter and the "re-tweet" feature the websites you visited are linked to your Twitter account and are visible for other users. In the process, data is also transferred to Twitter.

Please note that as the provider of the websites we are not informed about the content of the data transferred and its

use by Twitter. For further information please refer to Twitter's Privacy Policy at <http://twitter.com/privacy>.

You can change your Twitter privacy settings in the account settings at <http://twitter.com/account/settings>.

10.8 Privacy Policy on the use of SCHRACK tools

To be able to use the various SCHRACK tools you need to enter the web shop login information. These tools are equipped with a tracking function to allow measuring to what extent the tools are used and to develop targeted improvements. The tracking function transmits statistical usage data related to the respective user to SCHRACK. By using the tools you agree to the above-mentioned use of data. The data is not passed on to third parties.

11. Exclusion of liability for third-party internet sites

- 11.1 The internet site also includes links (so-called hyperlinks) to websites maintained by third parties. SCHRACK only provides the links enabling access to these websites and shall not be responsible in any way for their contents.
- 11.2 The owners of the websites for which the internet site maintained by SCHRACK provides hyperlinks shall bear sole responsibility for the contents of these websites, for the sale of the products offered there and for handling relevant orders.
- 11.3 SCHRACK shall not be liable for any infringement of copyrights, trademark rights and other industrial property rights or personality rights committed on websites for which the internet site maintained by SCHRACK provides hyperlinks.
- 11.4 If an order is placed or any other contractual declaration is made on a website for which the internet site maintained by SCHRACK provides a hyperlink the relevant contract is concluded exclusively between the user and the relevant owner of the website or the vendor represented there, but in no event between SCHRACK and the user. Please be aware of the general terms and conditions of the vendor represented on the linked website.
- 11.5 This exclusion of liability shall apply to all links provided in this domain and to all contents of the sites accessed via these links.

12. Copyright

All third-party logos, images and graphic materials depicted on SCHRACK's internet site are owned by the relevant companies and are subject to the copyright of the relevant licensors. Any photographs, logos, texts, reports, scripts and programming routines that were developed or edited by SCHRACK must not be copied or used otherwise without SCHRACK's approval. All rights reserved.

13. Industrial property rights

- 13.1 The industrial property rights relating to own contents (e.g. graphic materials, sounds, texts, databases) are owned by SCHRACK. Any duplication or distribution of these contents in other (including electronic and printed) publications and any use of the trademark without SCHRACK's express approval shall not be permitted.
- 13.2 Any and all works published in the web shop shall be subject to Austrian copyright law. Any duplication, editing, distribution and any kind of exploitation beyond the scope provided under copyright law shall be subject to the written approval by the relevant author. Any contributions by third parties are designated as such. Downloads and copies of this site are only permitted for private use but not for commercial use.
- 13.3 Press images duplicated for journalistic purposes must bear the copyright notice "© [year] Schrack Technik GmbH. All rights reserved". Any manipulation of the images is not permitted. Reprints shall be free of charge, however, SCHRACK asks for a specimen copy to be made available.

14. Jurisdiction, governing law

- 14.1 The courts at SCHRACK's place of business shall have jurisdiction.
- 14.2 Any and all disputes that may arise out of the present legal relationship shall be governed by Austrian law, excluding the conflict rules under private international law. The applicability of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

15. Validity of the GTC, provisions severable, requirement of written form

- 15.1 Upon placing an order the customer is deemed to have accepted the General Terms and Conditions of SCHRACK. If any provision in these General Terms and Conditions should be invalid for whichever reason the validity of the remaining provisions shall not be affected.
- 15.2 Any oral agreements shall only be effective if confirmed in writing.
- 15.3 To the extent that they do not contravene the delivery and payment conditions above and that individual items are not already governed there, the General Terms of Delivery issued by the Austrian Electrical and Electronics Industry Association apply on top of this. (www.feei.at)