

GENERAL TERMS & CONDITIONS

ALOIS GRUBER, 05.04.1933
WHEEL WASHING SYSTEMS
A-5611 GROSSARL 17

1. Preamble:

Mr. Alois Gruber (Seller) has developed wheel washing systems and has created the related building instructions (description including design drawings etc).

These systems are referred to as RO-S012 and RO-S013 wheel washing systems.

These building instructions Mr. Alois Gruber is offering for purchase allow the contracting party (Buyer) to independently set up as well as use the wheel washing system.

2. Scope of application:

Unless expressly agreed otherwise, these General Terms and Conditions disclosed to the Buyer shall be applicable.

Deviating regulations, including but not limited to Buyer's general terms and conditions, apply only if the Seller has explicitly acknowledged these in writing. Seller is not obliged to object to Buyer's model contract forms or general terms and conditions, even if those terms and conditions make their application an express condition for bringing about a transaction. Seller confirms its desire to conclude a transaction only on the basis of these General Terms and Conditions.

3. Quotations and conclusion of contract:

Seller's quotations are non-binding.

A contract is concluded only if Seller acknowledges an order. The content of an acknowledgment of order forms the exclusive substance of the contract.

4. Confidentiality and secrecy and other obligations:

Seller reserves all rights to all documents related to its quotation, such as orthogonal projections, sketches, product descriptions, design drawings (intellectual property), including but not limited to rights of exploitation, reproduction and dissemination.

Buyer expressly agrees not to pass on to third parties, copy or reproduce the documents received (as outlined above).

Furthermore, Buyer undertakes to produce only such number of wheel washing systems as Buyer has purchased and are stated in the acknowledgment of order exclusively for Buyer's own use (own construction site or own operations), but not for any third party.

The assembly of several systems for Buyer's own construction sites or business expansions requires a separate (special) agreement with the Seller.

Buyer also undertakes to keep confidential and not to disclose to third parties any knowledge obtained from the business relationship.

5. Penalty:

The parties agree that Buyer shall be liable to pay to Seller on Seller's first demand a penalty in the amount of EUR 2,000 (two thousand Euros) for each violation or breach of the obligations referred to in Section 4., payment to be made within 8 days to Seller's bank account. That penalty shall not be deemed to constitute forfeit money. Any damage which exceeds the amount of the penalty shall be compensated as well.

6. Price/compensation, terms of payment:

Unless expressly stated otherwise, the prices quoted by Seller shall be exclusive of value added tax. Statutory value-added tax will be added to these prices during billing.

A package containing all ordered computer drawings and dimensions will be sent to the Buyer in pdf format immediately after or simultaneously with Seller's acknowledgment of an order. That package naturally contains also the building specifications and function descriptions.

Buyer undertakes to pay the full purchase price within 8 days from the day he has received all documents including the invoice.

7. Default interest, dunning and collection charges:

Whenever Buyer is late with a payment (even through no fault of his own), Seller may charge default interest at a rate 10 percentage points above the base interest rate annually, notwithstanding Seller's right to recover substantiated higher interest.

Should the Buyer be late with a payment, even through no fault of his own, Buyer undertakes to reimburse all dunning and collection charges that were incurred for bringing appropriate legal action and are proportionate in relation to the claim.

8. Exclusion of liability:

Buyer acknowledges and agrees that he purchases merely the documents (see Section 4.) from the Seller. It is Buyer's responsibility to set up and operate the wheel washing system and to procure its fitness for operation.

Seller therefore does not accept any liability whatsoever.

9. Legal succession:

All rights and obligations hereunder shall transfer to the parties' legal successors.

10. Joint and several liability:

If several persons act as Buyer hereunder, they shall be jointly and severally liable for the liabilities and obligations accepted by them.

11. Place of jurisdiction:

Disputes arising from this contract shall be referred to the court having subject-matter and local jurisdiction at Seller's seat. However, Seller may sue Buyer also at Buyer's general venue.

12. Governing law:

The parties agree on the application of Austrian substantive law, to the exclusion of the UN Sales Convention. The language of the contract shall be German.

13. Severability:

Should any term of these General Terms and Conditions or of any other contract concluded with the contracting party be invalid, the remaining provisions of these Terms shall thereby not be affected. The invalid term shall be replaced by a valid term which closest reflects the economic content of all provisions of these General Terms and Conditions in their entirety.

14. General provisions:

All agreements, subsequent changes, modifications, side agreements etc. are valid only if made by a written instrument which contains original signatures or a secure electronic signature.