

# General Terms and Conditions

## of the company AAT Abwasser- und Abfalltechnik GmbH

### 1. Applicability:

- 1.1. Orders accepted and to be executed, deliveries and services shall exclusively be subject to the following terms and conditions.
- 1.2. They shall constitute an integral part of every contract concluded between us and our customer, including any modifications of or amendments to the same.
- 1.3. By placing the order the customer accepts these GTC and they shall be deemed legally binding, even if we do not expressly object to conflicting terms and conditions. Our terms and conditions shall in any case prevail over general terms and conditions and/or terms and conditions of purchase of our customer, if any. In the case of contradictions in wordings of contracts the wording formulated by us shall in any case prevail.
- 1.4. Our terms and conditions shall also apply to all future contracts in connection with the business relationship with our customer, even if we do not expressly refer to them in a specific case; in particular, they apply to deliveries of spare parts and execution of repair orders.
- 1.5. Legally significant declarations between the parties may also be transmitted electronically (via e-mail in PDF format or in a digitally signed form).
- 1.6. If such declarations are received after our normal business hours, they shall be deemed received at the beginning of our business hours on the next day only.
- 1.7. Our business hours are:  
Monday to Thursday from 7:30 a.m. to 4:30 p.m.,  
On Friday from 7:30 a.m. to 12:00 noon

### 2. Offer and conclusion of contract:

- 2.1. As a matter of principle our offers will be submitted in writing. Our offers shall be subject to change unless agreed otherwise.
- 2.2. A contract shall already be deemed concluded when we have sent a written acknowledgement of order.
- 2.3. Our customer shall in any case be obliged to immediately check our acknowledgement of order. If he does not object thereto within ten working days of receipt, our acknowledgement shall be deemed correct and fully accepted (see Clause 3.2).
- 2.4. We reserve the right to modify designs, measurements and weights as well as to deviate from defined performance specifications or implementation guidelines to the extent necessary and useful.
- 2.5. If no contract is concluded we reserve the right to charge a reasonable amount for the detailed cost estimates and plans we prepared.
- 2.6. If materials and/or documents are produced by third parties on our behalf we shall not be liable for accuracy or completeness of the same or for their fault but only for gross negligence in connection with selecting such third parties, if at all.
- 2.7. All orders, letters and documents addressed to us shall state our order number; otherwise we shall be entitled to return them without further processing if we are not able to allocate them to the relevant order.
- 2.8. We shall not pay for developing projects advised by customers, etc.

### 3. Plans and/or materials (documents):

- 3.1. Information on systems, output, performance data, measurements, weights, prices and the like included in catalogues, brochures, circulars, advertisements, illustrations, websites (homepages) or price lists, etc. shall only be relevant if such details are expressly confirmed in our acknowledgement of order. This shall also apply to information on products/works based on specimens and samples provided by us.
- 3.2. Our customer shall carefully check plans, test reports, static calculations, bills of materials, etc. (documents) immediately upon receipt (see Clause 2.3).
- 3.3. Any obligation on our part to check such information/data delivered to us for accuracy and/or suitability shall expressly be excluded.
- 3.4. Descriptions of systems, plants, machinery, components, technologies or drawings, plans, sketches, performance data, implementation documents and other technical materials (documents) as well as the software provided, which may also be included in the offer, be they in hard copy or digital format, are and shall remain our intellectual property at all times and we shall be entitled at any time to demand that they be returned to us without having to state any reasons.
- 3.5. They shall in any case be returned in full if no contract is concluded (see also Clause 9).
- 3.6. To the extent that such materials (documents) and/or data (see Clause 2 and Clause 3.3) are not expressly included in the described scope of services, they shall also be returned to us immediately after execution of the order.
- 3.7. Drawings, samples and/or data sets, including those which have not led to conclusion of the contract, made available to us shall be at our customer's disposal. However, if they are not collected or called within six (6) weeks of submission of the offer or cancellation of the order, we shall be entitled to destroy the same and our customer shall not be entitled to deduce any claim therefrom vis-à-vis us.
- 3.8. Our customer shall in any case obtain all necessary official permits and hand them over to us.

### 4. Performance, delivery period:

- 4.1. If due to official requirements our designs or plans have to be modified or if other deviations from the planned performance specifications are necessary, our customer already at this point agrees that such changes be made in accordance with the official orders and to bear any additional costs acc. to our subsequent offer incurred in connection therewith in addition to the offer price.
- 4.2. The performance (products/works) ordered shall, in principle, be produced by us. However, we shall be free to choose a different manufacturer to be commissioned with delivery of the products/works ordered.
- 4.3. Unless agreed otherwise the delivery period shall commence at one of the following dates:
  - 1st working day after the signed acknowledgement of order was sent, or
  - 1st working day after the date of complete fulfilment of all technical commercial and financial prerequisites which our customer is obliged to fulfil, or
  - 1st working day after the date at which we have received the down payment agreed prior to delivery of the goods and/or any other collateral security agreed.
- 4.4. The agreed delivery period shall be deemed observed if we advised our readiness for delivery by the end of that period. Delivery periods depend on our suppliers' supply capabilities (supply capacities).
- 4.5. An agreed delivery period may therefore be extended due to delays in third-party deliveries of material components specified by our customer until the obstacles have been removed. This shall also apply if such circumstances occur at their suppliers. We shall not be responsible for any of the circumstances mentioned above, not even if they occur during a delay in delivery that has already occurred. Nevertheless, we shall always endeavour to meet promised deadlines.
- 4.6. Our customer shall not be entitled to extend delivery periods or to postpone delivery dates for whatsoever reasons without our written approval. If we agree that a delivery period be extended or a delivery date be postponed, we shall be entitled to adjust our production schedule and prices and, if necessary, any agreement on a fixed price accordingly (see Clause 7.2).
- 4.7. If we cause a delay in delivery, first of all our customer shall in any case grant us a reasonable grace period for subsequent performance in whole or in part. In the case of items made to order the grace period shall in any case be fixed taking into consideration that parts that have already been produced can be used for no other purpose.
- 4.8. If a grace period granted cannot be observed due to gross negligence on our part, the customer shall only be entitled to rescind the contract with respect to all parts not yet delivered by express written notice. The same shall apply to parts delivered which cannot be used in a financially reasonable manner without the products/services still outstanding (see Clause 18).
- 4.9. We shall be entitled to the agreed (at least) pro rata payment for instalments delivered that are not subject to the rescission. Products (parts) already delivered but not used shall immediately be returned to us (see Clause 18.4).
- 4.10. Claims for damages, consequential damages or lost profit vis-à-vis us on the ground of late delivery due to slight negligence on our part shall be excluded (see Clause 12). Additional claims of our customer vis-à-vis us shall in principle be excluded.
- 4.11. Delivery by instalments by us shall be permitted. Every instalment shall in principle be deemed an independent transaction.
- 4.12. The shipment of the components will be effected only after receipt of the due payment on the bank account indicated by us.

### 5. Acceptance:

- 5.1. Our customer undertakes to accept the products (works) ordered by means of an acceptance test at the place of construction or at a place determined/to be determined by us during our normal business hours (see Clause 1.7).
- 5.2. The product (work) delivered by us shall in principle be accepted after assembly and putting into operation at the place of installation, if so agreed. Our customer shall be notified of completion in writing and shall then be obliged to carry out the procedure for final acceptance within 14 days; otherwise the product (work) delivered shall be deemed accepted.
- 5.3. Our customer shall be timely notified of the date of the acceptance test so that he or an agent of his, whose name shall be advised to us in advance, will be able to be present.
- 5.4. An acceptance report shall be drawn up on the acceptance test.
- 5.5. If our customer or his agent does not attend the acceptance test although having been notified thereof timely in advance, the acceptance report shall be drawn up and signed only by us. Our customer shall receive a copy thereof. In that case our customer shall have no right to claim that the report is not correct.
- 5.6. If during the acceptance test only minor defects (i.e. defects which do not significantly impair the functionality and/or purpose of the product (work)), the product (work) ordered shall in any case be deemed delivered and accepted.
- 5.7. If major defects are identified, we shall immediately repair the same.

**AAT Abwasser- und Abfalltechnik GmbH**

A 6960 Wolfurt, Konrad-Doppelmayr-Str. 17, Tel: +43 5574 65190-0, Fax: 65186-6

5.8. If the customer does not accept the product (work) that is provided by us as agreed in the contract at the agreed place and/or time, we shall be entitled to insist on performance of the contract and fulfilment of the payment obligation as agreed in the contract or to rescind the contract.  
In both cases our customer shall be fully liable for damages including storage costs (see Clause 12).

5.9. Upon confirmed acceptance our customer shall represent that he has fully and sufficiently informed himself and his staff about handling, operation and product-specific hazards of the product (work) and the possibilities to use the same. (see Clause 15.5.)

## 6. Place of performance and passing of risk

6.1. In principle, the product (work) shall be deemed delivered by us "ex works". (advised readiness for collection / place of performance). Otherwise the agreed Incoterms or express separate agreements shall apply.  
6.2. Use, risk and chance shall in any case pass to the customer upon our performance at the place of performance even if only a part or parts of the product (work) are put into operation by the customer.  
6.3. In the event that our assistance and support in loading the means of transport chosen by our customer is expressly requested, our customer already at this point represents that he will fully indemnify and hold us harmless from and against any and all damage or disadvantages that may result therefrom.

## 7. Prices (consideration for work done):

7.1. The prices stated (consideration for work done - fixed prices) refer to the time of conclusion of the contract and are stated exclusive of value added tax (excl. VAT) unless agreed otherwise.  
7.2. We shall be entitled to increase our prices (consideration for work done) if at the time of delivery the circumstances on which our calculation was based change and such change was unforeseeable and is beyond our control (see Clause 4.5).  
7.3. This shall include but not be limited to unforeseeable price fluctuations regarding raw materials and the like, subsequent introduction of or increase in taxes, customs duties, other public charges, freights or other incidental charges directly or indirectly affecting our delivery or rendering it more costly.  
7.4. Unless agreed otherwise  
- the prices (consideration for work done) stated are prices ex works and do not include packaging or loading;  
- packaging shall be as customary in trade and shall only be taken back if agreed separately and at the customer's cost.  
7.5. Unless agreed otherwise the costs of assembly shall be charged separately.  
7.6. If the contract is concluded with no fixed prices our list prices applicable at the date of delivery shall be charged.  
7.7. Incidental costs, such as, e.g., public charges, customs duties, levies, import and export taxes and charges shall be borne by our customer unless agreed otherwise.  
7.8. If expressions like "as usual" [wie gehabt] or the like are used in purchase orders, they shall only refer to our performance but not to prices or incidental costs.  
7.9. If our customer should exercise an expressly agreed right of rescission, we shall charge the prices that have accrued and become due by that time for the products (works) delivered which shall then have to be returned as compensation for the costs and expenses incurred by that time.  
7.10. Material that has already been processed and material which has exclusively been ordered for our customer shall not be taken back and will be charged accordingly (see Clause 4.7 and Clause 4.8).

## 8. Payment:

8.1. Payments shall be effected by the dates stated in our acknowledgement of order.  
8.2. If no specific payment dates are indicated therein, the following terms shall be deemed agreed:  
- 30% of the agreed price (consideration for work done) when the order is placed,  
- 60% upon notification of readiness for delivery, The shipment will leave our company only after receipt of the invoice amount on our account.  
- the rest upon completion of assembly but not later than two (2) months after notification of readiness for delivery.  
8.3. Unless agreed otherwise, payments shall be effected immediately upon receipt of the invoice without any deduction (e.g. cash discount) and our customer shall have no right to withhold payment or to offset claims of his which have not been expressly accepted by us in writing against our claims (see Clause 14).  
8.4. Payments shall be deemed made on the day on which we are able to dispose of the same in the agreed currency (place of performance: Wolfurt).  
8.5. If no explicit payment purpose is stated, payments shall, in principle, be credited to the oldest and/or unsecured account receivable outstanding.  
The payments themselves shall, first of all, be credited to costs (expenses), then to interest and finally to the principal of the relevant receivables outstanding.  
8.6. If our customer is in default of any agreed payment or other performance, we shall be entitled to insist on performance of the contract and  
- postpone fulfilment of our own obligations until payment of the arrears or other performance,  
- make use of a reasonable extension of the delivery period,  
- call for immediate payment of the agreed payment/consideration for work done outstanding,  
- charge default interest at a rate of 8% above the applicable base interest rate of the European Central Bank from the due date,  
- charge all expenses incurred in connection therewith plus dunning and collection costs, including costs of legal counsel.

8.7. If payment by instalments has been agreed, in the case of default in payment of even only one instalment the total amount outstanding shall become due for immediate payment (acceleration).  
8.8. If these payment terms are not complied with or if after conclusion of the relevant contract we learn of circumstances which lower our customer's credit standing, we shall be entitled to call for immediate payment of all our receivables, including those from other transactions.

8.9. In that case we shall be entitled to effect deliveries outstanding, including those under other contracts that have been concluded or are to be concluded, exclusively against payment in advance or to rescind the contract(s) and claim full compensation for the services provided by us (see Clause 12 and Clause 18).  
8.10. Agreed price discounts (in particular rebates/cash discounts) shall be forfeited thereby and we shall be entitled to claim the full invoice amount outstanding.  
8.11. This shall not affect our right to claim full damages from our customer irrespective of any fault of his, including compensation for any expenses already incurred in connection with the contracts which we rescind in such a case.  
8.12. The right to take back products (works) delivered subject to retention of title and/or parts thereof shall not be affected thereby (see Clause 10).  
8.13. In the event of default on the part of our customer we shall also be entitled to an emergency sale in accordance with the provisions of Austrian commercial law.  
8.14. No liabilities on our part vis-à-vis our customer may arise from or asserted vis-à-vis us due to exercise of such rights, in particular no claims for damages of whatsoever kind.

## 9. Industrial property rights and copyright:

9.1. Implementation documents (in particular offer texts drafted by us) and documents, such as plans, sketches, other technical documents, including the data and processes stated therein and the like as well as samples, catalogues, brochures and illustrations (if created by us) shall always remain our intellectual property and shall be subject to the statutory provisions of the Austrian Copyright Act [Urheberrechtsgesetz/UrHG] and of the Austrian Federal Statute on Unfair Competition [Gesetz gegen den unlauteren Wettbewerb/UWG]. (see Clause 3).  
9.2. Materials and/or documents made available by us shall neither be reproduced nor made accessible to third parties in any form whatsoever without our consent.  
9.3. If a product (work) is manufactured by us on the basis of design specifications, drawings, models or other specifications of our customer and/or if we are held liable by a third party for infringement of patents, trademarks, design rights or copyrights in relation thereto, the customer shall expressly be obliged to fully indemnify and hold us harmless in this respect.  
9.4. We shall in any case hold the industrial property rights to products/processes that have been developed specifically for and/or by us to which we are entitled, which shall be fully respected by our customer in any form; otherwise he shall be fully liable for damages.

## 10. Retention of title:

10.1. We shall retain title to all products and/or works (including parts thereof) delivered by us until complete fulfilment of all financial obligations by our customer.  
10.2. Our customer himself shall expressly be obliged to fulfil all necessary local formal requirements for safeguarding the agreed retention of title or provide the necessary assistance (such as registration, etc.).  
10.3. If our products or parts thereof and/or works are processed or combined (commingled or connected) with other items that do not belong to us, we shall acquire co-ownership of this new item in proportion of the value of our products (works) to the value of the processed or combined item at the time of processing or combination.  
Our right to retention of title shall therefore also extend to the new item.  
10.4. In the case of an existing retention of title the customer shall not be entitled to sell products (works) delivered by us to third parties unless we have expressly agreed thereto in writing.  
10.5. The customer already at this point assigns any claims vis-à-vis third parties arising from reselling products and/or works that are subject to retention of title including all ancillary rights up to the amount of our receivables plus interest and costs, irrespective of whether the products and/or works that are subject to retention of title are sold to one or several buyers without or after processing or combination.  
10.6. Our customer shall be obliged to note down the assignment of the claims in his books and notify his buyer of the assignment upon our request.  
10.7. Our customer shall immediately notify us in the case of an attachment or other claim of third parties and provably secure our title to the goods that are subject to retention of title.  
The customer shall bear all related costs of legal action or fully reimburse such costs to us.  
10.8. As long as we hold title to the product and/or work which is subject to retention of title, our customer shall be obliged to put it up properly, store it and to take out insurance against loss and impairment, fire and theft, storage and water damage, and transferability of the policy shall be restricted in our favour.  
10.9. We shall be entitled to enter our customer's premises and construction sites at any time in order to mark our products and/or works that are subject to retention of title appropriately and to assign our retained title to third parties at any time, including to credit institutions.

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## 11. Warranty:

- 11.1. The warranty period shall be the earlier of (i) 12 months and (ii) 5,500 operating hours from acceptance by our customer. Our warranty shall in any case expire 18 months after delivery including passing of the risk (see Clause 6).
- 11.2. Our customer shall be obliged to inspect our services (products/works) with utmost care immediately upon receipt. If defects are noticed, they shall be notified in writing immediately.
- 11.3. Our warranty only extends to expressly agreed qualities of our products/works and/or qualities usually expected but not to suitability for specific processes or purposes of our customer.  
We shall not be bound to statements regarding our products of any manufacturer, importer into the EEA or any person who refers to himself as a manufacturer in whatsoever form ("quasi-manufacturer").
- 11.4. Our products (works) will, in principle, only provide that degree of safety and performance which can usually be expected according to licensing requirements, operating instructions, our rules for handling the subject matter of contract, in particular as regards any prescribed checks, and other information provided, unless expressly agreed otherwise.
- 11.5. Deviations from measurements, equipment and material that are customary in trade shall not entitle the customer to make a notification of defects.
- 11.6. If a product (work) is manufactured on the basis of design specifications, drawings, models or other specifications of our customer, our warranty shall not extend to accuracy of the design but only to proper execution of the order in accordance with our customer's specifications. Liability on our part for additional details (specifications) regarding output, performance and the like of such products/works shall expressly be excluded.
- 11.7. Warranty on our part shall be excluded for defects caused by poor (e.g. not as demanded or usual) set-up of the product/work delivered by the customer or his agent or by lack of maintenance or repair, by maloperation, in particular by substrates and/or detrimental substances causing corrosion or by repairs or alterations by third parties carried out wrongly or without our written consent, or by normal wear and tear.
- 11.8. If technically feasible and/or economically reasonable, replacement or improvement shall in principle take place at our works, in which case our customer shall ship the product (work) or defective parts to us at his risk; in other cases we shall carry out the improvement on site. If it turns out that our product (work) is not defective or that we are not responsible for the defect, our customer shall be obliged to reimburse us all costs incurred in connection therewith.
- 11.9. Before we start any work under warranty the customer shall in any case shut down the plant, secure it that way that the safety of the remaining plant or plant components are not impaired and put it in such a condition that we will be able to replace the defective part economically and safely.  
The costs of the shutdown or putting the plant in an appropriate condition shall in any case be borne by the customer.
- 11.10. In the case of warranty work on site our customer shall provide all necessary aids, such as lifting devices, electricity, any staff necessary, etc. free of charge (in that case staff provided shall not be deemed supporting staff/staff of our company).
- 11.11. We shall retain title to any replaced parts until payment of our service and/or to the extent that the overall work is subject to retention of title (see Clause 10).
- 11.12. If the customer fails to fulfil his payment obligation vis-à-vis us or fails to do so in time, we shall be released from our warranty obligation for defective products (works), if any.
- 11.13. As a reseller we only assume warranty according to the scope of liability of the manufacturer and/or supplier (supplying plant).  
Any additional warranty and/or guarantees on our part shall expressly be excluded.
- 11.14. If used products are sold or if warranty or repair orders are accepted or if products (works) are modified or converted we shall assume no warranty, unless expressly agreed otherwise.
- 11.15. No notification of defects shall entitle our customer to plead non-performance of the contract, to modify payment terms or, in particular to withhold payments (consideration for work done) in whole or in part.
- 11.16. Our customer expressly waives his right to cancel the contract.

## 12. Liability and damages:

- 12.1. The parties expressly agree that we shall not be liable for damages for personal injuries, damage to goods not affecting the subject matter of contract or for production downtime, loss of use, loss of business, lost profit and/or any other financial or indirect consequential damage.  
We shall only be liable for other damage if caused by at least gross negligence on our part.
- 12.2. If our customer should have a justified claim for damages vis-à-vis us on a specific ground, such liability for damages shall in any case be limited to the amount and value of the contract price (individual contract). Claims under the title of lost profit; for consequential damage, image loss and/or claims for indirect damages shall in any case be excluded.
- 12.3. Claims for damages shall also be excluded if we have not been notified in advance and asked to repair the defects within a reasonable grace period.
- 12.4. Claims for damages due to work which our staff or agents [Erfüllungsgehilfen as defined by Section 1313a of the Austrian General Civil Code [ABGB]] were instructed to carry out by our customer in the course of rendering the contractual services but which was not part of the agreed services shall be fully excluded.  
In that case our staff shall be deemed staff provided to our customer.

- 12.5. If we have assumed an obligation to pay a contractual penalty under the contract, the judicial right of reduction shall apply notwithstanding the provision of Section 373 of the Austrian Business Code [Unternehmensgesetzbuch/UGB] in conjunction with Section 1336 of the Austrian General Civil Code [ABGB].
- 12.6. If the judicial right of reduction has been excluded by contract, a contractual right of reduction shall in any case be deemed agreed, which will be exercised by us according to the guidelines applying to the judicial right of reduction.
- 12.7. In the case of unconditional conclusion of the contract our customer also waives any pre-contractual obligations of ours to protect the customer, such as fulfilment of the duty to warn the customer or fulfilment of the duty to provide clarification unless we acted with gross negligence or wilful intent. This shall in particular apply if we are awarded the contract under a tender procedure where the services to be provided by us are planned, described and/or specified by the customer or a third party commissioned by the customer.

## 13. Force majeure:

- 13.1. We shall be released from timely performance of the contract in whole or in part if we are impeded to do so by events of force majeure.
- 13.2. Events of force majeure means unforeseeable and inevitable events beyond our sphere (control). Strikes and labour disputes and/or energy crises shall expressly be considered events of force majeure.
- 13.3. If our customer is impeded by an event of force majeure he may, however, only claim force majeure if, without delay but not later than within five calendar days, he provably sends us a statement by registered letter on commencement and (if possible) the expected end of the impediment and on the cause, the impact to be expected and the duration of the delay, which shall have been confirmed by the relevant government agency and/or chamber of commerce of the country of delivery (in hard copy or via fax).
- 13.4. In the event of force majeure the customer shall use all efforts to eliminate or mitigate difficulties and foreseeable damage and to keep us informed; otherwise he shall be liable for damages vis-à-vis us.
- 13.5. Dates or periods which cannot be observed due to the impact of force majeure shall be extended by the duration of the effects of force majeure or, if necessary, by a period to be agreed by mutual consent.
- 13.6. If an event of force majeure lasts longer than two weeks, we shall try to negotiate and agree with our customer on a regulation of technical resolution of our mutual contractual obligations.
- 13.7. If no mutual consent can be found, we shall be entitled to rescind the contract in whole or in part. In that case our customer shall be obliged to pay for all services we have rendered by that time.

## 14. No setoff and no withholding of payments / prohibition of assignment:

- 14.1. Our customer shall only be entitled to set off claims of his against our claims if they have been ascertained by court or expressly accepted by us; otherwise any setoff shall be excluded.
- 14.2. Our customer shall not be entitled to withhold payments on the ground of guarantee claims, warranty claims or claims for damages.
- 14.3. Our customer shall also not be entitled to assign our debt claim directly or indirectly to any third party.

## 15. Product liability:

- 15.1. Within the scope of application of the Austrian Product Liability Act [Produkthaftungsgesetz/PHG] we shall be liable for personal injuries or damage to property suffered by a consumer due to a product/work delivered by us.
- 15.2. We shall not be liable for damage to property of our customer (commercial business or craftsman) caused by products (works) delivered by us (Section 9 PHG).
- 15.3. Should the need arise, we undertake to represent our customer's interests vis-à-vis the manufacturer conscientiously; however, in principle, we will have to refer our customer to the manufacturer(s) in this respect.
- 15.4. Our customer who has directly or indirectly purchased products from us shall, on his part, be expressly obliged to inform himself as well as his staff in detail and diligently about handling, operation and maintenance of our product (work), about product-specific hazards and the possibilities to use the same.
- 15.5. By delivery of the product/work free of defects and upon delivery of the documentation/description to our customer our duty to provide information and to warn the customer shall be completely fulfilled (Clause 5.9).
- 15.6. Our customer shall be expressly obliged to keep detailed records on the works (products) delivered by us so that he will be able to say without doubt whether the product (work) was actually produced by us.
- 15.7. In addition, our customer shall expressly be obliged to retain such documentation for a period of 10 years from delivery of our product (work).
- 15.8. Furthermore, he shall impose all of those obligations also on his subsequent acquirers and/or legal successors, if applicable.
- 15.9. In the event that we are held liable under the Austrian Product Liability Act our customer shall be obliged, without being entitled to reimbursement of expenses, to make available to us all documentation and records (Clause 15.6) and other means of evidence without delay.  
Our customer shall also be obliged to fully support us (without being entitled to reimbursement of expenses) in defending such claims.

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**16. Secrecy:**

- 16.1. All information related to the order placed and delivery of the products/works themselves and all knowledge of related commercial and technical details obtained by the customer shall be treated as a business secret. This obligation shall also be imposed on subsequent acquirers and/or legal successors, if any. This shall in particular apply to products that have been developed specifically for our customers or generally by us.
- 16.2. Therefore, the parties expressly undertake to maintain absolute secrecy vis-à-vis third parties about the knowledge they have obtained in connection with the business relationship.
- 16.3. This obligation shall survive termination of the present contract or business relationship.

**17. Data storage:**

- 17.1. Our customer expressly agrees that all data which is relevant to the business relationship and processing of the orders placed or fulfilment of our delivery obligations will be stored.
- 17.2. Personal data transmitted to us shall be stored and used exclusively for the purposes of our business relationship and may also be forwarded to co-operation partners/agents involved in the course of and for performance of the contract to the extent necessary. Our customer agrees thereto. This means that personal data is provided on a voluntary basis. Our customer shall be entitled to request that personal data be deleted at any time (right of revocation).
- 17.3. Data will not be made available to third parties.
- 17.4. To the extent personal data is stored or processed otherwise, the relevant data protection laws and regulations will be complied with and observed.

**18. Rescission of contract:**

- 18.1. If our customer is in default of payment or other services agreed (contractual obligations), we shall be entitled to rescind the contract after a reasonable grace period has expired fruitlessly (see Clause 4 and Clause 8).
- 18.2. We shall also be entitled to rescind the contract:
- if the delivery and/or commencement or continuation of performance is further delayed for reasons for which the customer is responsible or although a grace period has been granted;
  - if concerns exist regarding the customer's solvency and he neither makes advance payments upon our request nor furnishes a suitable security prior to delivery (see Clause 8);
  - if the total extension of the delivery period due to the circumstances listed above is more than half of the originally agreed delivery period;
  - if industrial property rights (Clause 9) to which we hold title and/or the secrecy obligation are directly or indirectly infringed by our customer (Clause 16.2). Rescission of contract may also be declared with regard to an outstanding portion of the delivery or performance for the above reasons.
- 18.3. If reorganisation proceedings (insolvency proceedings) are opened over the assets of a contracting party or if a petition for opening of insolvency proceedings is dismissed for lack of sufficient assets, the other party shall be entitled to rescind the contract without having to grant a grace period.
- 18.4. Notwithstanding our claims for damages, in the event of a rescission of contract services or partial services already rendered shall be invoiced and shall be due for immediate payment.  
This shall also apply if the delivery or service excluding advance services already rendered by us has not been taken over by the customer. We shall, however, also have the right to demand that items which have already been delivered and/or parts thereof be returned.

**19. Conflict or dispute resolution:**

- 19.1. At first, the parties shall endeavour to amicably settle all disputes, conflicts or claims arising out of or in connection with these General Terms and Conditions or contracts or concerning breach of contract as such, termination or invalidity of contractual provisions by means of a mediation procedure conducted by an impartial third party (mediator) within a period of four weeks.
- 19.2. The parties shall conclude a procedural agreement with the mediator. During the procedure all periods (except for the statutory period of limitation) shall be suspended. During the procedure strict confidentiality and secrecy shall be deemed agreed between the parties.
- 19.3. If the mediation procedure fails, the parties shall settle the disputes arising out of that procedure in accordance with the following clause on applicable law and the place of jurisdiction (Clause 20).

**20. Applicable law; Place of jurisdiction:**

- 20.1. These terms and conditions, the contract as such as well as all additional written agreements shall be subject to Austrian substantive law.
- 20.2. The court having jurisdiction over the subject matter and Wolfurt (Austria) shall be the exclusive place of jurisdiction for all disputes indirectly or directly arising out of the contract.
- 20.3. Nevertheless, we may also bring the matter before a different court which has jurisdiction over the customer.
- 20.4. The parties may also agree on arbitration. In that case the clause on the place of jurisdiction (Clause 20.2) shall be rendered ineffective.

**21. Final provisions:**

- 21.1. No oral side agreements exist.  
Modifications of or amendments to these terms and conditions and/or the contract as such including annexes shall be made in writing in order to be valid. This shall also apply to a derogation from this provision itself.
- 21.2. The remaining provisions of these General Terms and Conditions shall remain binding even if specific provisions are ineffective.
- 21.3. The legally ineffective provision shall be replaced by another provision that is legally effective and comes as close as possible to the intended economic purpose of the ineffective clause.
- 21.4. Our customer represents that in view of the pricing, which is favourable to him, he will not suffer any disadvantages due to these GTC, even if the legal situation changes.
- 21.5. In the event that we draw up contracts or General Terms and Conditions in German and in a different language, the provisions in German shall prevail.
- 21.6. Contracts drawn up in English shall also be subject to our English-language General Terms and Conditions.