

# General Terms and Conditions

## 1. Scope

- 1.1. These General Terms and Conditions shall apply to legal transactions between OK Automation GmbH (OK) and individuals and legal entities (referred to as Customer) for the legal transaction at hand as well as for all future transactions, even if no express reference to these General Terms and Conditions is made in a particular case, including without limitation in the case of future supplementary or follow-up orders.
- 1.2. Our General Terms and Conditions shall apply in the version that is in effect at the time of the conclusion of the contract; the current version is available on the Internet at <http://www.ok-automation.at/>.
- 1.3. Any and all offers, legal transactions, deliveries and services by OK Automation GmbH shall be made exclusively on the basis of these General Terms and Conditions.
- 1.4. The Customer's terms and conditions as well as any changes of or amendments to our General Terms and Conditions shall be valid only if expressly agreed by us in writing.
- 1.5. The Customer's terms and conditions shall not be deemed accepted even if we do not expressly object to them upon receipt. This shall also apply in cases where we have an ongoing business relationship with the Customer.
- 1.6. Supplies of materials and the provision of services shall be governed by the General Terms of Delivery issued by the Austrian Electrical and Electronics Industry Association (FEEI) – last revised in September 2011.
- 1.7. Software transactions shall be governed by the Software Conditions issued by the Austrian Electrical and Electronics Industry Association (FEEI) – valid from October 2012.
- 1.8. In the event of inconsistencies between the contractual bases, the following order shall apply: (1) special agreements, insofar as they have been confirmed in writing by OK Automation GmbH (2) the text of our offer (3) these General Terms and Conditions (4) the conditions of the Austrian Electrical and Electronics Industry Association referred to in 1.6. and 1.7.

## 2.

- 2.1. For legal transactions as mentioned in item 1.1., the following shall apply:
  - a) supplies of materials and the provision of services shall be governed by the General Terms of Delivery issued by the Austrian Electrical and Electronics Industry Association (FEEI) – last revised in September 2011 (Annex ./1); and
  - b) software transactions shall be governed by the Software Conditions issued by the Austrian Electrical and Electronics Industry Association (FEEI) – valid from October 2012 (Annex ./2).

The General Terms of Delivery (September 2011) and the Software Conditions (October 2012), both issued by the Austrian Electrical and Electronics Industry Association, form an integral part of these General Terms and Conditions, subject to the modifications and additions stated in 2.2. and 2.3. below.

### 2.2. **Modifications of and additions to the General Terms of Delivery issued by the Austrian Electrical and Electronics Industry Association (FEEI) – last revised in September 2011:**

Regarding item 11 "Seller's liability":

Item 11 is modified and shall apply as follows:

"11.1. Outside the scope of the Product Liability Act, Seller shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. Seller's total liability in cases of gross negligence is limited to the net value of the order or EUR 225,000, depending on which amount is lower.

11.2. For each incident of damage, Seller shall be liable for 25% of the net value of the order or EUR 125,000, depending on which amount is lower."

### 2.3. **Modifications of and additions to the Software Conditions issued by the Austrian Electrical and Electronics Industry Association (FEEI) – valid from October 2012:**

Regarding item 1. "Subject":

Regarding item 1, it is clarified that it also includes the simulation software used by OK Automation GmbH (OK) or its subcontractors.

Regarding item 7 "Liability":

Item 7.1 is modified and shall apply as follows:

"7.1. The Licensor shall within the limits of the statutory provisions only be liable for damages proved to be due to intentional acts of gross negligence. The Licensor's joint liability in cases of gross negligence is limited to the net order amount or to EUR 225,000, depending on which amount is the lesser.

For every damaging event, the Seller's liability is limited to 25% of the net order value or to EUR 125,000, depending on which amount is the lesser."

In the event of inconsistencies between the contractual bases, the following order shall apply:

- (1) special agreements, insofar as they have been confirmed in writing by OK Automation GmbH
- (2) the text of the offer made by OK Automation GmbH

(3) these General Terms and Conditions

(4) the conditions of the Austrian Electrical and Electronics Industry Association referred to in 2.1.a. and 2.1.b.

According to this order, the subordinate agreement or legal instrument shall apply in each case insofar as it does not contradict the prevailing agreement or legal instrument.

**3. Simulation software:**

- 3.1. The software used for simulation is our tool and shall remain our property.
4. The Customer shall inform us without delay and in writing of any changes of its company name, address, legal form or any other information of relevance to the legal transaction and its performance or to the contractual relationship.