



VPG VERBUNDSYSTEME

PLANUNGS-PRODUKTIONS-BAUGESELLSCHAFT mbH

## General Terms and Conditions

VPG Permanent Formwork Systems GmbH - Version 1.0 / rev. 13.03.2009

### General Terms and Installation Conditions for VST permanent formwork elements

The following conditions apply to companies. Private persons are subject to these conditions only to the extent that they do not violate provisions of private law or consumer protection.

#### 1. Liabilities imposed by the general conditions

All goods and services, as well as all subsequent deliveries related to the contract are governed by the general conditions stipulated further below and hereby acknowledged by the ordering party. Deviations from these supply and installation conditions, especially as indicated in submissions of different sales conditions, must be expressly pointed out and require our express written consent for mutual legal effectiveness. In an absence of explicit settlements by these general delivery terms and installation conditions, the individual Austrian standards, in particular ÖNORM B 2110, apply as supplements.

#### 2. Quotations

Documents forming parts of quotations, e.g. illustrations, drawings, weights and dimensions are only approximate, unless expressly designated as binding. All cost estimates, drawings, plans and other documents remain the supplier's property, also in terms of copyright, and may not be disclosed to third parties. Details in brochures are not binding.

#### 3. Pricing and scope of delivery

All prices are variable according to Austrian standards A 2060 and B 2110, and are subject to conversion in accordance with Austrian standard B 2111. The scope of supply is governed by the supplier's written order confirmation, if the supplier submits a bid with a stipulated deadline and the offer is accepted within the deadline. Subsidiary agreements and changes require written confirmation from the supplier, especially for any instructions concerning installation by the purchaser's employees. The scope of delivery generally does not include supply or assembly of built-in parts not necessitated by the installation, such as Halfen rails, etc. Agreements on setup of the building site and shared use of existing cranes must be made at a timely stage.

#### 4. Delivery periods

The delivery period begins on dispatch of the order confirmation, but not before provision of all required documents, permits and approvals required from the purchaser, as well as receipt of any agreed pre-payment. Fulfilment of contractual obligations by the purchaser is a prerequisite for adherence to the delivery deadline. The purchaser is obliged to ensure proper accessibility and navigability of the construction site with the planned transport and assembly equipment in the case of transport and assembly to be performed by the supplier.

#### 5. Guarantee and damage compensation

VST permanent formwork elements are configured as specified by the purchaser or an architect / civil engineer designated by the purchaser. In this respect, the supplier assumes no liability regarding the accuracy of details in connection with the use of VST permanent formwork elements and is not obliged to issue any warnings, especially about structural defects in components, unless the customer places the supplier in charge of structural calculations and construction design. Deviations from assured properties cannot be objected to if the intended usage is not impaired. The supplier is not liable for defects attributable to poor performance or other actions by third parties. The supplier shall only be responsible for defects whose presence at the time of transfer of risk has been proven as per Item 6 below. All warranty claims expire no later than 6 months after delivery. The deadline for reversal of burden of proof as per § 933 (a) Para 3 of the Civil Code is not 10 years, but 3 years.

#### 6. Delivery and transfer of risk

Delivery of finished parts and transfer of risk take place as prescribed next.

- (a) In the case of delivery ex works: On announcement of readiness to deliver, or at the agreed delivery deadline,
- (b) In the case of delivery to the construction site with duty unpaid (DDU, Incoterms 2000): On arrival at the site.
- (c) In the case of delivery including assembly: On deposition of the finished parts at their final positions within the structure.

Risk is also transferred in the case of any partial delivery. Performed deliveries are to be documented in related notes; joint records are to be prepared of installation phases in accordance with the progress made. The delivery notes and records are to mention visible defects whose assertion is not excluded otherwise. To this end, the purchaser agrees to notify the supplier of appointees prior to delivery, and ensure their presence during the delivery process. Otherwise, each of the purchaser's employees is entitled to receive deliveries and participate in the preparation of records.

#### 7. Payment terms

All invoices from the supplier are to be paid either in accordance with the payment terms, or immediately. Withholding of payments to the supplier or offsetting due to counter-claims by purchaser vis-à-vis the supplier are not permissible. Overdue payments shall be charged a default interest rate of 8 percent above the base rate of the Austrian National Bank in accordance with the Austrian statute amending interest law. Additional claims for reminder and collection fees or other collection costs are reserved.

#### 8. Retention of title

The supplier and purchaser agree on retention of title in favour of the supplier for items to be delivered, until full payment of all invoices arising from the involved delivery and installation contracts.

#### 9. Legal venue

Austrian law applies and the legal venue is Zell am See, unless otherwise agreed in writing.

