



I. Terms of delivery in commercial traffic

§ 1 Validity

(1) For the following delivery terms (§§1- 22) the IMK-Industrie-Montagen-Kornmüller GmbH applies hereinafter also called IMK - as a seller, unless otherwise specified.

(2) All deliveries, services and offers of the seller are made exclusively based on these General Terms of Delivery. These are part of all contracts that the seller concludes with his contractual partners (hereinafter also referred to as "clients") about the supplies or services offered by him. They also apply to all future deliveries, services or offers to the client, even if they are not separately agreed again.

(3) Terms and conditions of the customer or third parties are not applied, even if the seller does not separately contradict their validity in individual cases. Even if the seller refers to a letter which contains or refers to the terms and conditions of the client or a third party, this does not constitute agreement with the validity of these terms and conditions.

§ 2 Offer and contract

(1) All offers made by the seller are non-binding and non-binding unless they are expressly marked as binding or contain a specific acceptance period. Orders or contracts can be accepted by the seller within fourteen days after written receipt or by deposit.

(2) Decisive for the legal relationship between seller and buyer, is the written contract or a reasonable or arranged deposit, including these general terms of delivery and §2(1). This completely reproduces all agreements between the contracting parties regarding the subject matter of the contract. Verbal promises of the seller before the conclusion of this contract are legally not binding and verbal agreements of the contracting parties are replaced by the written contract, unless it is expressly clear from them that they continue to be binding. Additions and changes to the agreements, including these terms and conditions, must be made in written form or as order to be valid. Except for directors or authorized officers, the employees of the seller are not entitled to make any verbal agreements. To ensure the written form, the transmission by e-mail or fax is sufficient. Telecommunications transmission, especially by e-mail, is sufficient if it is proven to be secure against documents and counterfeiting in accordance with telecommunications law.

(3) Information from the seller to the object of delivery or service (weights, for example, Mass utility values, load, tolerances and technical data) as well as our view of the same (e.g. drawings and illustrations) are only approximate, unless not affect the application for contractual intended purpose.

(4) Seller reserves the property or copyright to all offers and estimates made by it, as well as any drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids provided to the client. The client may not make these items accessible to third parties or divulge them or use or duplicate them to third parties without the express consent of the seller. At the Seller's request, he must return these items in full to him and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

§ 3 Prices and payment

(1) The prices apply to the scope of services and delivery listed in the order confirmations. Extra or special services will be charged separately. The prices are quoted in euros ex works plus packaging, VAT, custom duties as well as fees and other public charges.



Terms and Conditions of IMK GmbH

(2) Insofar as the agreed prices are based on the list prices of the seller and the delivery should take place more than four months after the conclusion of the contract, the seller's list prices are valid on delivery (each less an agreed percentage or fixed discount).

(3) Invoice amounts are to be paid within thirty days without any deductions, unless otherwise agreed in writing. Decisive for the date of payment is receipt by the seller. Checks are only valid as payment after redemption. If the client does not pay at the due date, the outstanding amounts shall be subject to interest at the rate of 5% p.a. from the due date; the assertion of higher interest and further damages in case of delay remains unaffected.

(4) The offsetting of counterclaims of the customer or the retention of payments due to such claims, is only permitted if the counterclaims are undisputed or legally determined.

(5) The seller is entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known which significantly reduce the creditworthiness of the client and through which the seller's outstanding claims are paid by the client from the respective contractual relationship (including from other egg orders, to which the same framework contract applies) is endangered.

§ 4 Delivery and delivery time

(1) Deliveries are made ex works.

(2) Time limits provided by the seller and dates for deliveries and services are always approximate, unless explicitly a fixed deadline or a fixed date has been promised or agreed. If shipments have been agreed, delivery periods and delivery dates refer to the time of transfer to the freight forwarder, carrier or other third party commissioned with the transport.

(3) Without prejudice to his rights of default of the principal, the seller may demand from the client an extension of delivery and service periods or a postponement of delivery and service appointments by the period in which the client fails to fulfill his contractual obligations towards the seller.

(4) The seller is not liable for impossibility of delivery or delay in delivery, as far as this arises due to force majeure or other unforeseeable events at the time of the conclusion of the contract. (e.g. All kinds of malfunctions, difficulties in obtaining materials or energy, delays in transport, strikes, legitimate lockouts, lack of manpower, energy or raw materials, difficulties in obtaining the necessary regulatory approvals, official measures or the failure to take responsibility for them. If such events make the delivery or service considerably more difficult or impossible for the seller and the hindrance is not just temporary, the seller is entitled to withdraw from the contract. In the case of obstacles of temporary duration, the delivery or service dates shall be extended by the period of the hindrance plus a reasonable start-up period. If, as a result of the delay, the customer cannot reasonably be expected to accept the delivery or service, he can withdraw from the contract by means of an immediate written declaration to the seller.

(5) The seller is only entitled to make partial deliveries if this partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer incurs no significant additional expenses or additional costs (unless the seller declares willing to assume these costs).

§ 5 Place of performance, shipping, packaging, transfer of risk, acceptance

(1) If the seller is in delay with a delivery or service, or if a delivery, for whatever reason, becomes impossible for him, the liability of the seller for damages shall be limited in accordance with § 8 of this General Terms of Delivery.

(2) The shipping method and the packaging are subject to the dutiful discretion of the seller.

(3) The risk is transferred to the customer at the latest with the handover of the delivery item (whereby the beginning of the loading process is decisive) to the freight forwarder, carrier or other third party designated for the execution of the shipment. This also applies if partial deliveries are made or the seller has taken on other services (such as shipping or installation). If the shipment or delivery is delayed as a result of a circumstance the cause of which lies with the client, the risk shall pass to the customer from the day on which the seller is ready to ship and has notified the client.



Terms and Conditions of IMK GmbH

(4) Storage costs after transfer of risk shall be borne by the customer. In the event of storage by the seller, the storage costs amount to 0.25% of the invoice amount of the items to be stored per completed week. The assertion and proof of further or lower storage costs are reserved.

(5) The shipment will only be insured by the seller against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at his expense.

(6) Insofar as acceptance must take place, the purchased item shall be deemed accepted if

- the delivery and the installation are complete (if the seller also owes the installation)
- the seller has informed the client of this fact with reference to the acceptance function in accordance with this § 5 (6) and has asked him to accept,
- twelve working days have passed since the delivery or installation, or the client has begun to use the purchased goods (for example, has put the delivered equipment into operation) and in this case six working days have elapsed since delivery or installation, and
- the client has failed to accept within this period for any reason other than a defect displayed to the seller, which makes the use of the goods impossible or substantially impaired.

§ 6 Warranty

(1) The warranty period is one year from delivery or, if acceptance is required, from acceptance.

(2) The delivered items must be examined carefully immediately after delivery to the client or to the third party appointed to him. They shall be deemed to have been approved if the Seller does not give notice of defects or other defects which were detectable in a prompt, thorough investigation within seven working days of delivery of the delivery item, or otherwise within seven working days of discovery of the defect or time the defect was recognizable to the client with normal use of the delivery item without further investigation, in the form specified in § 2 (2) p. 6. At the request of the seller, the object of the complaint shall be returned carriage paid to the seller. In case of legitimate complaint, the seller pays the costs of the cheapest shipping route; this does not apply if the costs increase because the delivery item is located in a place other than the place of intended use.

(3) In the case of material defects of the delivered goods, the seller, after having made his choice within a reasonable period of time, is first obliged and entitled to rectify or replace the goods. In the case of failure, that is the impossibility, unreasonableness, refusal or inappropriate delay of the repair or replacement, the client can withdraw from the contract or reduce the purchase price appropriately.

(4) If a defect is based on the fault of the seller, the customer may demand compensation for the conditions specified in §8 below.

(5) In the case of defects of components of other manufacturers, which the seller cannot eliminate for licensing or actual reasons, the seller will assert his warranty claims against the manufacturers and suppliers for the account of the client or assign them to the customer.

(6) The warranty does not apply if the client changes the delivery item without the consent of the seller or has it modified by third parties and the elimination of the defect becomes impossible or unreasonable as a result. In any case, the client has to take the additional costs resulting from the change.

(7) A delivery of used items agreed with the client in individual cases shall be made under exclusion of any warranty.



Terms and Conditions of IMK GmbH

§ 7 Property Rights

(1) The seller agrees in accordance with this § 7 that the delivery item is free from industrial property rights or copyrights of third parties. Each party to the contract will notify the other party in writing without delay if claims against the other party for breach of such rights are asserted.

(2) In the event that the delivery object infringes a commercial property right or copyright of a third party, the seller will modify or exchange the delivery item at his own discretion and expense, that no third party rights are violated, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use by concluding a license agreement. If he fails to do so within a reasonable period of time, the client is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages of the client are subject to the restrictions of § 8 of these General Terms of Delivery.

(3) In the case of infringements of products supplied by the seller from other manufacturers, the seller will assert his claims against the manufacturers and upstream suppliers on behalf of the client or assign them to the client. Claims against the seller exist in these cases in accordance with this § 7 only if the judicial enforcement of the aforementioned claims against the manufacturer and suppliers was unsuccessful or, for example, due to insolvency, hopeless.

§ 8 Liability for damages due to fault

(1) The liability of the seller for damages, for whatever legal reason, in particular impossibility, delay, inadequate or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort is, as far as it is in each case a fault, in accordance with this § 8, limited.

(2) The seller is not liable

- a) in the case of simple negligence of its organs, legal representatives, employees or other agents;
- b) in the case of gross negligence of its executives or other vicarious agents, as far as it is not a violation of essential contractual obligations. Essential to the contract are the obligation to timely, defect-free delivery and installation as well as consulting, protection and custody obligations, which enable the client to use the contractual object or the protection of life or limb of staff of the client or third parties or the property of the client before significant Damage is the purpose.

(3) To the extent the seller is liable for damages in accordance with §8 (2), this liability is limited to damages foreseen by the seller upon conclusion of the contract as a possible consequence of a breach of contract or under consideration of circumstances known to him or which he should have known , when applying customary care, should have foreseen. Indirect damage and consequential damage typically to be expected as a result of defects in the delivery item.

(4) In the case of liability for ordinary negligence, Seller's obligation to compensate for damage to property or personal injury is limited to the amount of € 500,000.00 per claim (in line with the current coverage of his liability insurance), even if it is a breach of essential contractual obligations.

(5) The above exclusions and limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the seller.

(6) Insofar as the seller provides technical information or acts in an advisory capacity and this information or advice does not belong to the contractually agreed scope of services owed by him, this is done free of charge and to the exclusion of any liability.

(7) The limitations of this §8 shall not apply to the seller's liability for willful misconduct, for guaranteed characteristics, injury to life, body or health, or under the Product Liability Act.



Terms and Conditions of IMK GmbH

§ 9 Property reserve

(1) The following agreed retention of title serves to safeguard all present and future claims of the seller against the buyer arising from the existing supply relationship between the contracting parties (including balance claims arising from a current account relationship limited to this delivery relationship).

(2) The goods delivered by the seller to the buyer remain the property of the seller until full payment of all secured claims. The goods as well as the goods, which take their place after this clause and are covered by the retention of title, are hereinafter referred to as reserved goods.

(3) The buyer keeps the reserved goods free of charge for the seller.

(4) The purchaser is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event of recourse (Section 9). Pledges and chattel mortgages are inadmissible.

(5) If the reserved goods are processed by the buyer, it is agreed that the processing takes place in the name and for the account of the seller as the manufacturer and the seller directly the property or if the processing is made of materials of several owners or the value of the processed thing is higher than the value the conditional commodity, the co-ownership (fractional ownership) of the newly created thing in proportion of the value of the goods to acquire the value of the newly created thing. If no such acquisition of ownership by the seller should occur, the buyer hereby assigns his future ownership or co-ownership of the newly created item in the above relationship to the seller for security. If the goods subject to retention of title are combined or inseparably mixed with other items and if one of the other items is to be regarded as the main item, the seller, insofar as the main item belongs to him, proportionally transfers co-ownership to the buyer of the unitary item in the item referred to in (section 1) Relationship.

(6) In the case of the resale of the goods subject to retention of title, the buyer hereby assigns for security reasons the resulting claim against the purchaser in the case of co-ownership of the seller of the reserved goods pro rata according to the co-ownership share of the seller. The same applies to other claims that take the place of the reserved goods or otherwise arise in respect of the reserved goods, such as, for example, insurance claims or claims from tort in the event of loss or destruction. The seller authorizes the buyer revocable to collect the claims assigned to the seller in his own name for the account of the seller. The seller may only revoke this direct debit authorization in the event of realization.

(7) If third parties access the reserved goods, through garnishment, the buyer will immediately inform them of the seller's property and inform the seller in order to enable him to enforce his property rights. If the third party is unable to reimburse the seller for the legal or extrajudicial costs incurred in this connection, the buyer shall be liable to the seller for this.

(8) he seller will release the goods subject to retention of title as well as the goods or claims which replace them on demand at his option, provided that their value exceeds the amount of the secured claims by more than 50%.

(9) If the seller, in case of breach of contract by the buyer default in payment, back from the contract (recovery case), he is entitled to demand the reserved goods out.

§ 10 Final provisions for deliveries

(1) Jurisdiction for any disputes arising from the business relationship between the seller and the client is the district court in 4400 Steyr. For complaints against the seller, Steyr is the exclusive place of jurisdiction. Mandatory legal provisions on exclusive jurisdictions remain unaffected by this provision.



Terms and Conditions of IMK GmbH

(2) The relations between the seller and the client are exclusively subject to the law of the Republic of Austria. The United Nations Convention on Contracts and on the International Sale of Goods of 11 April 1980 (CISG) does not apply.

(3) Insofar as the contract or these General Terms and Conditions contain gaps in the regulations, those legally effective provisions shall be deemed to have been agreed which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these General Terms and Conditions if they had known the omission.

(4) The client agrees that the seller stores data from the contractual relationship according to the Data Protection Act §28 for the purpose of data processing and reserves the right to transmit the data, insofar as for the fulfilment of the contract, to third parties (e.g. insurance companies).

II. Terms of purchase in commercial traffic

§ 11 Validity

(1) All deliveries, services and offers of our suppliers are made exclusively based on these General Terms of Delivery. These are part of all contracts we conclude with our suppliers about the supplies or services they offer. They also apply to all future deliveries, services or offers to the client, even if they are not separately agreed again.

(2) For the following conditions of purchase (§§ 11 - 22) the company IMK is designated as buyer and the opposite as supplier.

(2) Terms and conditions of our suppliers or third parties do not apply, even if we do not separately contradict their validity in individual cases. Even if we refer to a letter that describes the terms and conditions of the supplier.

§ 12 Order and commissions

(1) As far as our offers do not expressly contain a binding period, we are bound to one week after the date of the offer. Decisive for the timely acceptance is the receipt of the declaration of acceptance with us.

(2) We are entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice at least 14 calendar days before the agreed delivery date. The same applies to changes in product specifications, insofar as these can be implemented within the normal production process of the supplier without considerable additional expenditure, in which case the notification period according to the above sentence is at least 14 calendar days. We will reimburse the supplier for any additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the normal production and business operations of the supplier, the originally agreed delivery date will be postponed accordingly. The Supplier shall notify us in written form of the additional costs or delivery delays to be expected from him in good time prior to the delivery date, but at least within 10 working days after receipt of our notification according to (section 1).

(3) We are entitled to terminate the contract at any time by giving a written statement stating the reason, if we can no longer use the ordered products in our business due to circumstances occurring after conclusion of the contract. In this case, we will reimburse the supplier for the partial service rendered by him.



Terms and Conditions of IMK GmbH

§ 13 Prices, terms of payment, billing information

- (1) The price stated in the order is binding.
- (2) Unless otherwise agreed in written form, the price of delivery and transport includes the shipping address specified in the contract, including packaging.
- (3) Insofar as the price does not include the packaging according to the agreement made and the remuneration for the packaging, which is not only provided on loan, is not expressly determined, this shall be charged at the demonstrable cost price. At our request, the supplier has to take back the packaging at his own expense.
- (4) Unless otherwise agreed, we pay the purchase price within 14 days from the delivery of the goods and receipt of invoice with 3% discount or within 30 days net.
- (5) All order confirmations, delivery papers and invoices must state our order number, article number, delivery quantity and delivery note. Should one or more of these details be omitted and, as a result, our processing be delayed by us, the payment periods referred to in (section 4) shall be extended by the period of the delay.
- (6) In case of late payment, we owe default interest in the amount of five percentage points above the base lending rate.

§ 14 Delivery time and delivery, transfer of risk

- (1) The delivery time specified in the order (delivery date or period) is binding. Premature deliveries are not permitted.
- (3) The supplier is obliged to inform us immediately in written form if circumstances occur or become apparent, according to which the delivery time cannot be met.
- (4) If the date on which the delivery must be made at the latest on the basis of the contract, the supplier shall be in default at the end of this day, without the need for a reminder from us.
- (4) In the event of default in delivery, we are entitled to the statutory claims without restriction, including the right of withdrawal and the claim for damages instead of performance after fruitless expiry of a reasonable period of grace.
- (5) We are entitled to demand a contractual penalty in the amount of 0.5%, maximum 5%, of the respective order value for delays in delivery after prior written warning against the supplier for each commenced week of delay in delivery. The contractual penalty shall be set off against the default damage to be compensated by the supplier.
- (6) The supplier is not entitled to make partial deliveries.
- (7) The risk, even if the shipment has been agreed, only transfers to us if the goods are handed over to us at the agreed destination.

§ 15 Ownership protection

- (1) We reserve the property or copyright to any orders, orders or drawings, illustrations, calculations, descriptions and other documents provided to us by the supplier. The supplier may not make them available to third parties, nor announce them to third parties without our express consent, nor may they use or reproduce them by third parties. He has to return these documents and any copies to us at our request in full if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.



Terms and Conditions of IMK GmbH

(2) Tools, devices and models which we make available to the Supplier or which are manufactured for contractual purposes and charged to us separately by the Supplier, remain our property or become our property. They are to be identified by the supplier as our property, to be kept carefully, to be protected against damages of any kind and to be used only for purposes of the contract.

The cost of maintaining and repairing these items shall be borne by the other parties in the absence of any other agreement. However, insofar as these costs are attributable to defects in such items manufactured by the Supplier or due to improper use by the Supplier, its employees or other vicarious agents, they shall be borne solely by the Supplier. The supplier shall immediately inform us of all not insignificant damage to these objects. Upon request, he is obliged to return these items to us in the proper condition if they are no longer required by him to fulfil the contracts concluded with us.

(3) Retention of title of the supplier shall only apply insofar as they relate to our obligation to pay for the respective products to which the supplier reserves ownership. Extended retention of title is inadmissible.

§ 16 WARRANTIES

(1) In the case of defects, we are fully entitled to the statutory claims. However, the warranty period is otherwise 36 months.

(2) Quality and quantity deviations are in any case reprimanded in good time, if we inform the supplier within 5 working days from receipt of the goods. Hidden material defects are in any case reprimanded in good time if the notification is made within 5 working days of discovery to the supplier.

(3) By acceptance or by approval of submitted samples or samples we do not waive warranty claims.

(4) With the access of our written notice of defects to the supplier, the statute of limitations of warranty claims is inhibited. In the case of replacement delivery and remedy of defects, the warranty period for replaced and repaired parts begins again, unless we had to assume, based on the behaviour of the supplier, that he was not obliged to take the measure but instead undertook the replacement or removal of the defect only for goodwill or similar reasons.

§ 17 Product liability

(1) The supplier is responsible for all claims asserted by third parties due to personal injury or property damage, which are due to a product delivered by him, and is obliged to indemnify us from the resulting liability. If we are obliged to carry out a recall against third parties due to a fault of a product delivered by the supplier, the supplier shall bear all costs associated with the recall.

(2) The supplier is obliged to maintain product liability insurance with a coverage of at least EUR 500,000.00 at its own expense, which, unless otherwise agreed in individual cases, need not cover the recall risk or criminal or similar damages. The supplier will send us a copy of the liability policy at any time upon request.

§ 18 Property Rights

(1) Supplier warrants that in connection with its delivery no third-party property rights in countries of the European Union, North America or other countries in which it manufactures or manufactures the products are infringed.

(2) The supplier is obligated to indemnify us from all claims that third parties make against us for the infringement of industrial property rights referred to in section (1) and to reimburse them for all necessary expenses in connection with such claims. This claim is independent of any fault of the supplier.



Terms and Conditions of IMK GmbH

§ 19 Spare Parts

- (1) The supplier is obliged to provide spare parts for a period of at least 5 years after delivery.
- (2) If the supplier intends to discontinue the production of spare parts for the products delivered to us, he will inform us immediately after the decision on the suspension. Subject to section (1), this decision must be made at least 6 months before the cessation of production.

§ 20 Confidentiality

- (1) The customer / business partner is obliged to keep secret the conditions of the order as well as all information and documents provided for this purpose (except for publicly available information) for a period of 5 years after conclusion of the contract and only to execute the order. He will promptly return them to us after completing requests or processing orders.
- (2) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and cannot show delivery items manufactured for us.
- (3) The customer / business partner will oblige its subcontractors according to this § 10.

§ 21 Cession

The customer / business partner is not entitled to assign his claims from the contractual relationship to third parties. This does not apply, as far as it concerns money demands.

§ 22 Place of performance, jurisdiction, applicable law

- (1) Place of performance for both sides and exclusive place of jurisdiction for all disputes arising from the contractual relationship is 4400 Steyr / Austria.
- (2) The contracts concluded between us and the supplier are subject to the law of the Republic of Austria to the exclusion of the Convention on the International Sale of Goods. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.
- (3) Insofar as the contract or these General Terms and Conditions of Purchase contain loopholes, such legally effective provisions shall be deemed to have been agreed upon, which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these General Terms of Delivery, if they had known the regulation gap.
- (4) The supplier agrees that the buyer stores data from the contractual relationship according to § 28 of the Data Protection Act for the purpose of data processing and reserves the right to transfer the data, as far as necessary for the fulfilment of the contract, to third parties (e.g. insurance companies).