

General terms and conditions of sale

The following provisions apply to all our sales, unless otherwise agreed upon in special agreements:

1. Offers and order confirmations.

Our offers are always subject to confirmation. Orders placed with us will only be considered to be binding for us after we have provided written confirmation. Modifications and cancellations of orders placed with us require our written approval.

2. Prices.

All prices are always calculated ex delivery works or works warehouse or shipping point, exclusive of any packaging costs, thus shipment charges and connecting freight are borne by the freight payer. **Shipping is always performed on the account of and at the risk of the consignee. This also applies to deliveries which are free of all charges.** All prices are calculated according to the prices valid on the day of delivery and according to number of pieces or number of meter identified on the goods delivered.

3. Delivery times.

Any delivery times quoted are only an estimate and are not binding. Delayed deliveries do not entitle to claim for any penalties for delays or any claims for damages. Goods which have been notified as ready for dispatch shall immediately be called for by Purchaser. Otherwise we are entitled to store the goods at Purchaser's expense and risk at our own discretion and to calculate them as delivered ex works with due payment. Deliveries prior to delivery times and partial deliveries are permitted.

4. Interferences in delivery.

In the event of disruption of operations, traffic hold-ups and supply shortages regarding electricity, raw material, fuel and auxiliary material in our works and any other encumbrance in the production and delivery or other acts of God we are entitled to extend the delivery date for a period of time of at least equal to the time lost by reason of operational interferences and exceptionally, if required by proximate circumstances, to suspend our obligation to deliver wholly or partly.

5. Quality and guarantee.

All quality features as indicated in the order confirmation shall override the execution of order. In cases of doubt the provisions of relevant industry standards, standard specification sheets edited by the Austrian Organization for Standardization in particular, shall always be applied when assessing quality and performance. A guarantee of performance to a certain life-cycle or work performance can not be granted. Racing and competition parts as well as design parts are not warranted.

6. Defects.

We assume warranty for delivered products as follows: we, at our option, repair, without charging any costs, pieces which are undoubtedly found to be defective in their material or production and the use of which has become impossible, or return these at a calculated price, or replace these by new pieces which correspond to the original order ex delivery works or works warehouse or shipping point free of charge, whereas unserviceable pieces shall be refunded. In such case the evidence of defects made by examination findings of our works shall prevail.

We expressly disagree with any further liability and any claims of damages or claims of lost profits whatsoever, particularly compensation of manufacturing and freight costs incurred.

Complaints regarding number of pieces, weight, length or quality of the goods can only be considered when Purchaser has made notice of defects within the legal terms, in case of defects which can be identified externally within 14 days, in case of interior defects within one month after receipt of the goods.

7. Deviations in quantity.

In cases where a precise manufacturing regarding weight and number of pieces after the manufacturing process cannot be guaranteed in advance we reserve the right to make excess or short deliveries of the quantities ordered in the usual extent.

8. Acceptance and inspection.

Purchaser may have the goods accepted with us at his expense. We are only obliged to notify the time of dispatch in advance to Purchaser in the event Purchaser tells us when ordering that he wants us to accept the goods prior to dispatch. In case of non-performance of such timely acceptance prior to the set time of dispatch the goods will be dispatched without acceptance.

A goods acceptance which is intended due to special quality regulations requires an explicit written special agreement already when concluding the business transaction and shall be made within 14 days at the latest after receipt of notification of readiness to acceptance of the goods from our works or at the expense of the ordering party in an Austrian national research institute. After expiration of such deadline there is no obligation to accept goods due to special quality regulations. If the goods have been accepted they are considered to be approved and we shall be exempt from any obligation, even in case of defects which have not been found so far as those defects could have been seen or identified at the acceptance.

9. Packaging.

Packaging is calculated at cost price, a return of goods will not be compensated.

10. Payment.

Unless otherwise agreed upon, payment is to be effected within 30 days from the date of the invoice cash without any discount so far as we will be able to dispose of the invoicing amounts on that day at the latest.

Without regarding those terms of payment agreed upon at the conclusion of this business transaction we reserve the right to require that these obligations to pay have been fulfilled prior to dispatch and to cancel the order in the event such an obligation is refused.

Any circumstances that come to our attention as being proof of the Purchaser's inability to pay after having concluded this agreement shall result even in case of a deferral in all of our bills outstanding coming due at once. This also holds for bills of exchange and for checks having been accepted.

All goods remain our property until they have been paid for in full.

Failure to comply with the obligation to pay by Purchaser as was agreed upon will result in a withdrawal of the contract and a claim of damages. Failure to the execution of the Purchaser's obligations to pay as agreed upon we are entitled as regards businesses which have not been performed yet and at successive deliveries to withdraw from the contract without allowing any grace period and to claim for damage. We shall always be entitled to refuse any delivery until payment has been made by Purchaser.

Failure to pay will result in interest being charged at 1% p.m.

We are entitled in spite of other instruction of Purchaser to credit incoming payments against older outstanding invoices. Have costs been incurred due to interests we reserve the right to credit such payment against the costs first and then against interests and finally against the outstanding amount.

11. Place of payment, applicable law and place of jurisdiction.

For both parties the place of payment for the delivery, even in case of sales delivered free of all charges, is agreed upon as place of shipment. Place of payment for all payments and for claims arising from bills of exchange is our company's headquarters in Bruck an der Mur.

It is agreed that Austrian law exclusively applies – without regard to the conflict of law rules and the UNICTRAL (United Nations Commission on International Trade Law) law on purchasing. Companies of the Pankl Group with its seat outside Austria have the right to chose – alternatively to Austrian law – the exclusive application of the law of their state of domicile.

The relevant, competent court in Graz counts as having been agreed for all disputes arising from the business relationship between us and the Purchaser in respect of its validity, its materialization, its interpretation, etc. Towards companies of the Pankl Group with its seat outside Austria, the relevant and competent court of the respective company's seat is agreed.

12. Diverging provisions.

All regulations and remarks made by ordering party and not covering these general terms and conditions of sale will only be considered to be binding for us after we have provided explicit written confirmation. They only apply to the business agreed upon.

The general terms and conditions of sale apply to Pankl Racing Systems AG and their affiliated companies