

General Terms and Conditions of Contract and Delivery for Components and/or Comprehensive Project Solutions for Contractor Business

B&M TRICON GmbH

B&M TRICON Deutschland GmbH

(hereinafter called B&M TRICON)

1. Scope of application

- 1.1 These General Terms and Conditions of Contract and Delivery shall apply to contracts focussing on the delivery of components and to services provided directly related thereto, such as processing, assembling and installing of the same and/or a comprehensive project solution for the contractual partner in the areas defined in the respective contract, unless the parties have expressly agreed otherwise in writing.
- 1.2 The General Terms and Conditions of Contract shall be applicable exclusively to business with contractors. Consumer business shall not be comprised by them.
- 1.3 Consulting services shall be subject to the "General Terms and Conditions for Management Consulting" of B&M TRICON.
- 1.4 If individual stipulations of the GTC are ineffective, this shall not affect the validity of the remaining terms. The ineffective stipulation shall be replaced by a valid one which is as close as possible to the purpose intended.
- 1.5 The Customer of B&M TRICON agrees that in the event it uses general terms and conditions - even if there is no objection to them - the present Terms and Conditions shall be the basis of the agreement. Actions of B&M TRICON in the performance of the contract shall, therefore, not be deemed a consent to contractual provisions which deviate from its own terms and conditions.
- 1.6 Agreements of the contracting parties deviating in writing and concluded by B&M TRICON employees explicitly authorized by the latter to do this shall prevail vis-à-vis these GTC. Unaffected terms of GTC shall remain valid.

2. Scope of supply and services

- 2.1 The exact scope of supply and services shall be agreed in the contract. The rights and obligations between B&M TRICON and its Customers shall be determined individually in a performance specification governing the order concerned.

3. General basis of cooperation

- 3.1 B&M TRICON shall be entitled to have the order carried out (entirely or partially) by competent employees or licensed/free-lance cooperation partners.
- 3.2 Upon performance of the contract in its place of business the contractual partner shall arrange that the organizational framework conditions facilitate, as far as possible, smooth and undisturbed work which promotes quick project processing.
- 3.3 The contractual party shall provide that all documents required for the performance and execution of the order shall be submitted in due time to B&M TRICON also without any specific request and that the latter is informed on all processes and circumstances which are of significance to the execution of the order. This shall also apply to all documents, processes and circumstances which become known during the activity of B&M TRICON only.

4. Offer

- 4.1 Offers made by B&M TRICON shall always be non-binding.
- 4.2 Any and all documents relating to offers, projects, drawings, samples, data sheets, etc. shall be treated as strictly confidential and must neither be copied nor made accessible to third parties

without B&M TRICON's consent. B&M TRICON may at any time ask that they be returned and they shall be returned without delay if the order is placed with someone else. Any additional confidentiality agreements remain unaffected by the subject GTC.

5. Conclusion of contract

- 5.1 The contract shall become effective once the Customer has received B&M TRICON's written acknowledgement of order (e-mail is deemed written) that follows the order or, if a separate written contract is stipulated, by its mutual signature.
- 5.2 Any information contained in catalogues, brochures and the like as well as any other written or oral statements shall only be relevant if expressly referred to in the offer and in the acknowledgement of order or in the contract.
- 5.3 Subsequent modifications of or amendments to the contract shall be acknowledged by B&M TRICON in writing in order to be valid.

6. Prices

- 6.1 The prices apply ex place of performance (see clause 8.5), excluding packaging, loading and VAT. Any taxes, fees or charges levied in connection with the delivery shall be borne by the Customer. If delivery including shipment has been agreed, the cost of shipment as well as the cost of the transport insurance requested by the Customer, if any, shall be charged separately but shall not include unloading and distribution. Packaging shall only be taken back if this was explicitly agreed between the parties.
- 6.2 If the order deviates from the original offer, B&M TRICON reserves the right to change the price accordingly.
- 6.3 The prices for services and contract work are partly based on the costs applicable at the time the price offer was made for the first time. If the costs increase until the time of delivery, in particular due to collective bargaining agreements, increases in the cost of material, etc., B&M TRICON shall be entitled to adjust the prices accordingly.
- 6.4 Any cost estimates will be prepared according to best technical knowledge, however, they are non-binding. If costs increase after the order has been placed, B&M TRICON shall immediately notify the Customer thereof. In the case of unavoidable costs exceeding the offer by up to 15%, such costs may be automatically invoiced. If the costs are exceeded by more than 15%, the parties shall enter into new price negotiations with the objective to agree on a price adjustment by mutual consent.
- 6.5 In case of repair orders B&M TRICON shall render the services it considers expedient and such orders will be accounted for on the basis of the expenses incurred. This shall also apply to services and additional services which only turn out to be expedient in the course of execution of the order. In that case no special notification to the Customer shall be required.
- 6.6 The cost of preparing repair offers or that of inspections shall be invoiced to the Customer.
- 6.7 Unless expressly agreed otherwise, the following services shall not be covered by the price:
 - Travel, stay and travel time of the persons charged by B&M TRICON with the rendering of a service,
 - Services used without authorisation,

- Services caused by modifications of the operational system and hardware and/or by modifications of reciprocally programme-specific software programmes and interfaces that are not subject of the contract,
- Programme modifications due to modifications of legal stipulations if they require a modification of the programme logic,
- Data conversions, recovery of data sets and interface adjustments.

6.8 Unless otherwise agreed in writing, the performance of any IT services as per contract by B&M TRICON shall be carried out at its discretion at the location of the computer system or in the premises of B&M TRICON during normal working hours of B&M TRICON. If, as an exception and upon request of the Customer, services are rendered beyond normal working hours, the additional costs shall be charged separately.

7. Delivery schedules/Delivery

- 7.1 The contract shall be performed by B&M TRICON upon consignment of the scope of supply and services.
- 7.2 In case of shipment via a usual carrier (mail, railway, forwarding agency, parcel service, etc.) the goods shall be deemed delivered as per delivery to the carrier.
- 7.3 Official permits and all other permits from third parties required for execution of facilities (certifications, certificates of non-objection, etc.) shall be obtained by the Customer.
- 7.4 B&M TRICON shall be entitled to make and charge partial or advance deliveries. If delivery on call has been agreed, the goods shall be deemed called not later than 1 year after the order has been placed.
- 7.5 If unforeseeable events or circumstances beyond the will of the parties occur, such as, e.g., all events of force majeure, which prevent observance of the agreed delivery period, the same shall in any case be extended by the duration of such circumstances; events of force majeure shall in particular be acts of God, armed disputes, official interventions and prohibitions, delay in transportation and customs clearance, transport damage, shortage in energy and raw materials, labour conflicts (above all strike and industrial action) as well as non-availability of an essential supplier of B&M TRICON for whom it is difficult to find a substitute. The above circumstances shall also entitle B&M TRICON to extend the delivery period if they occur with B&M TRICON's suppliers.
- 7.6 Compensation for damage resulting from a delay for which B&M TRICON is responsible, which occurred to the Customer and for which concrete evidence has to be provided, shall be limited to an amount of 0.5% for each full week of delay but, in total, to a maximum of 3% of the value of that part of the total delivery which due to the delay cannot be used in time or according to the contract.

If, in case of partial default, interest has only ceased to exist with respect to the part still outstanding and not with respect to the entire contract, the Customer shall not be entitled to rescind the contract in whole but shall only reduce its consideration in proportion to the partial service outstanding.

Any additional claims under the title of default, as far as permitted by law, shall be excluded.

- 7.7 If shipment is delayed at the Customer's request or by circumstances for which B&M TRICON is not responsible, the Customer shall be charged the cost incurred in connection with storage as of one month after readiness for shipment has been announced, in case of storage in the premises of B&M | TRICON, however, at least 1.5% of the amount invoiced for each month commenced.
- 7.8 If otherwise rendering of a service agreed upon is delayed by circumstances to be attributed to the sphere of responsibility of the Customer, B&M TRICON shall be entitled to charge costs resulting from such delays.

8. Passing of risk and place of performance

- 8.1 Shipment shall in any case be effected at the expense and risk of the Customer.
- 8.2 In case of shipment, benefits and risk shall pass to the Customer as of delivery to a usual carrier (cf. 7.2). This shall also apply to partial deliveries, if delivery is made within the scope of an assembly or if transport is carried out or organised and/or managed by B&M TRICON.
- 8.3 When preparing trade lots or plants, the risk shall pass with the consignment. In case of delay of acceptance and any kind of utilization of the trade lots or plant delivered or of parts of it by the Customer or third parties, the risk shall pass to the Customer already at that moment.
- 8.4 If assembly work is carried out by B&M TRICON at the Customer, the latter shall be liable for all equipment and materials of B&M TRICON that are in the Customer's sphere of disposal, until the completion and/or evacuation and the removal of the work devices, for all damage caused to them, their destruction and loss.
- 8.5 The place of B&M TRICON's registered office shall be the place of performance with respect to delivery and payment, even if delivery is effected at a different place as agreed between the parties.

9. Acceptance with project solutions, particularly in connection with DATAKEY

- 9.1 If the subject matter of the contract is project solutions, particularly also in connection with B&M TRICON's software „DATAKEY“ or if DATAKEY is part of the subject matter of the contract, the following inspection procedure is to be followed with at view to those parts of the subject matter of the contract which are in connection with DATAKEY or which represent services of work (goods supplied within the framework of the project shall not be subject to this procedure):
- 9.2 The inspection shall be carried out no later than 4 weeks after the declaration of readiness for inspection by B&M TRICON in accordance with the procedure described in the following.
- 9.3 Inspection body:
The composition of the inspection body shall be determined by mutual consent at the beginning of the project. It consists of the project managers and members of the project team. More persons can be added by mutual consent. The inspection body shall proceed in accordance with the procedure described in the following.
- 9.4 Inspection procedure:
- a) With the inspection the Customer states vis-à-vis B&M TRICON that the subject matter of the contract corresponds to the performance specification and is free of defects.
- b) B&M TRICON will notify the Customer of the readiness for inspection test at least two weeks in advance in writing. With another request for inspection such period is eliminated after inspection refusal.
- c) Together, with the declaration of the readiness for inspection, B&M TRICON shall hand over to the Customer a list of the concepts, software components and the related documentation to be inspected.
- d) The four-week inspection period shall commence with the readiness for inspection. The inspection test for software components is carried out exclusively by the Customer with test data/test cases to be provided by the Customer.
- e) During the inspection test, the Customer files a protocol on defects observed, which indicates the description of the defect, the test cases/test data as well as the actions that led to the defect, and the categorization of the fault.
- f) At the end of the inspection period at the latest, the Customer hands over to B&M TRICON the inspection protocol which contains the declaration or refusal of the inspection, the subject of the inspection, the reason for a refusal of the inspection and the protocol of defects.
- 9.5 Defects identified during the inspection test in software components are categorized as follows:

- a) Category 1: No significant effects on operability and usability. The use of the system is not limited or only limited insignificantly. Example: formal development/process defects, documentation defects, flaws in the system.
 - b) Category 2: The operability of the system is not impaired to such a degree that it cannot be used. The defect can be avoided using organizational or other economically justifiable means. Example: program stop in batch-print function.
 - c) Category 3: The system cannot be used. The defect cannot be avoided using organizational or other economically justifiable means. Example: There are considerable deviations from the specification. Data are stored wrongly or defectively; there are programme stops in functions that are indispensable for maintaining the production operation.
- 9.6 The assignment of defects to the defect category is carried out in agreement between the Customer and B&M TRICON in the inspection body.
 - 9.7 If the inspection is refused, a reasonable maximum inspection period of four weeks will elapse after another readiness for inspection.
 - 9.8 As far as possible, defects of category 1 and 2 (with software components) are eliminated still during the inspection test. Defects of category 1 und 2 remaining after inspection are eliminated within the framework of warranty within a reasonable period.
 - 9.9 The system introduced is deemed inspected four weeks after readiness for inspection test if at that point of time its usability is not restricted due to reported defects of category 3.
 - 9.10 B&M TRICON may demand the execution of partial inspections for definable and economically independently useable service components. In that case the entire service is deemed inspected with the last partial inspection (final inspection).
 - 9.11 Partial inspections already carried out are not affected by the result of the final inspection.
 - 9.12 If an inspection test and the following acceptance is not possible for reasons for which B&M TRICON is not held responsible, the delivery of the work is nevertheless deemed accepted provisionally and the payment terms thus connected start to lapse.
 - 9.13 The actual inspection is then made up for at the earliest possible date.

10. Payment

- 10.1 Unless deviating terms of payment have been agreed, 40% of the price shall be due and payable upon receipt of the acknowledgement of order and 60% upon delivery. In case of a delay in acceptance on the part of the Customer the total amount shall become due and payable two weeks after notification of the readiness for shipment.
- 10.2 If partial invoices are issued the respective partial payments shall be due upon receipt of the respective invoice. This shall also apply to amounts resulting from additional deliveries or other agreements which exceed the original sum at the time of conclusion of the contract, irrespective of the terms of payment agreed with respect to the main delivery.
- 10.3 Payments shall be made in cash without any deduction in the agreed currency (in case of doubt EUROS) into the account advised by B&M TRICON. All interest and charges in connection therewith shall be borne by the Customer.
- 10.4 The Customer shall not be entitled - except in claims determined in court - to retain or offset payments due to warranty claims or other claims asserted.
- 10.5 Payment shall be deemed effected on the date on which B&M TRICON is able to dispose over the amount.
- 10.6 If the Customer is in delay of an agreed payment or other service, B&M TRICON shall be entitled, without prejudice to its other rights,

- a) to suspend fulfilment of its own obligations until the payment or other service has been obtained and make use of a reasonable extension of the delivery period,
- b) to demand immediate payment of all accounts receivable outstanding and charge default interest in the amount of 8% above the base interest rate per year as of the respective due date plus VAT unless B&M TRICON provides evidence of additional costs. In such a case the higher amounts may be charged.

In any case B&M TRICON shall be entitled to charge pre-procedural costs, in particular dunning and collection charges and cost of legal counsel that have to be incurred for appropriate collection.

11. Retention of title

- 11.1 B&M TRICON retains title to all goods delivered by it and parts thereof until full payment of the amounts invoiced plus interest and costs.
- 11.2 Title shall remain with B&M TRICON even if the item is permanently connected with or has been installed in the property of the Customer.
- 11.3 For the purpose of securing B&M TRICON's purchase price claim the Customer hereby assigns to B&M TRICON its claim under a resale of goods to which title is retained even if the goods were processed, recast or mixed and undertakes to include a respective note in its books or on its invoices. Upon request the Customer shall inform B&M TRICON about the assigned claim including the debtor and make available all information and documents required for collection of the claim and notify the third-party debtor of the assignment. In the case of attachment or other seizure the Customer shall be obliged to indicate B&M TRICON's title and to notify B&M TRICON immediately.

12. Warranty and liability for defects

- 12.1 If the agreed terms of payment are complied with, B&M TRICON shall, according to the provisions set forth below, warrant for any defect impairing operability which exists at the time of delivery and is the result of an error in the concept, of design, of defective material or an error in the execution, creation, modification of or an error in supplements to software programmes. No warranty claims may be deduced from statements contained in catalogues, brochures and advertising leaflets nor from written or oral statements that have not been included in the contract according to clause 5.2.
- 12.2 The warranty period is 12 months unless special warranty periods have been agreed for individual items of deliveries or services. This shall also apply to items of deliveries or services permanently connected with a building or land. The warranty period shall commence as of the date of acceptance; or as from the delivery date if an acceptance is not envisaged.
- 12.3 The Customer may only assert a warranty claim if it immediately notifies B&M TRICON of the defects that have occurred in writing and in verifiable way including a detailed description of the same. The Customer shall always have to prove that the defect existed at the time of delivery. The assumption rule of Section 924 ABGB [Austrian General Civil Code] shall be excluded. If a defect subject to warranty exists, B&M TRICON shall at its option:
 - a) improve the defective goods on site;
 - b) have the defective goods or parts returned to it for improvement and return them after improvement;
 - c) replace the defective parts;
 - d) replace the defective goods;
 - e) reduce the price reasonably.
- 12.4 If goods are produced by B&M TRICON on the basis of designs, drawings, models or other specifications of the Customer, B&M TRICON's liability shall be limited to execution as agreed only. If any common decision of the parties to the contract within the framework of a steering committee leads to a deficiency, a divided warranty will result in accordance with an agreement of the steering committee, provided in both cases that the Customer either

obviously has the necessary technical knowledge in the respective matter or B&M TRICON sufficiently explained to it the risks that might be involved.

12.5 For substantial third-party products, the warranty of B&M TRICON is limited to the assignment of claims to which it is entitled vis-à-vis the seller of the third-party product, to the extent permitted by the agreement with the seller of the third-party product. Apart from that, the warranty for defects in third-party products is excluded.

12.6 The following shall be excluded from warranty:

- defects resulting from arrangement and assembly not caused by B&M | TRICON, insufficient set-up, non-observance of installation requirements and conditions of use, excessive use of the parts beyond the performance indicated by B&M TRICON, negligent or improper treatment and use of inappropriate operating materials;
- defects attributable to material provided by the Customer;
- damage attributable to third-party actions, atmospheric discharge, excess voltage and chemical impacts;
- signs of natural wear and tear;
- errors, failures or damage attributable to improper operation of software programmes, changed operating system components, interfaces or parameters;
- defects in the original software programme, to the extent existing standard programmes are only modified or supplemented;
- defects in used goods.

12.7 Warranty shall be excluded in any case if the Customer itself or a third party which has not expressly been authorised by B&M TRICON modifies or repairs the delivered items or software programmes without the written consent of B&M TRICON.

12.8 Within the framework of those parts of the order which regard the preparation of individual software programmes and the modification or amendment of existing standard software programmes, in case of defects and faults for which the Customer is responsible, B&M TRICON shall provide assistance, fault-finding and elimination of defects and faults as well as other corrections, modifications and amendments at extra cost. This shall also be applicable for the elimination of defects if programme modifications, supplements and other changes were carried out by the Customer or by third parties and such programme modifications, amendments or other changes were the original cause for the occurrence of the defect.

13. Rescission of contract

13.1 Unless a more specific regulation has been provided for, the Customer may rescind the contract on the condition that a delay in delivery occurs which was caused by gross negligence of B&M TRICON and a reasonable grace period granted in writing has fruitlessly expired. Rescission is to be declared by registered letter.

13.2 The Customer as well as B&M TRICON shall be entitled to rescind the contract for a good reason.

13.3 A good reason exists particularly,

- a) if the target agreed cannot be reached because the development of the subject of the agreement is technically impossible,
- b) if the costs to be borne are exceeded in a way that a compliance with the agreement cannot be expected any more also in consideration of the interests of the other party to the contract,
- c) if the other party to the contract does not comply wilfully or is grossly negligent in complying with the obligations assumed as per contract and does not desist from its conduct in violation of the contract within 30 days as from receiving the request to do so, or

13.4 B&M TRICON shall additionally be entitled to rescind the contract,

- a) if execution of the delivery or commencement or continuing of the service becomes impossible or is delayed for reasons for which the Customer is responsible although a reasonable grace period has been granted,

- b) if doubts regarding the Customer's solvency have arisen and the Customer fails to make an advance payment or provide an appropriate security prior to delivery upon B&M TRICON's request,

- c) if the Customer does not observe the payment terms agreed and does not effect payment within 14 days even after a reminder, or

- d) if, due to the circumstances listed in clause 7.5, the delivery period is, in total, extended by more than half of the delivery period originally agreed, but at least by 6 months.

13.5 Rescission of the contract for the above reasons may also be declared with respect to a part of the delivery or service still outstanding.

13.6 Without prejudice to B&M TRICON's claims for damages including pre-procedural cost, services or partial services already provided shall be accounted for and paid according to contract in case of a rescission of the contract. This shall also apply to the extent the delivery or service has not been taken over by the Customer yet as well as to preparatory work carried out by B&M TRICON. As an alternative B&M TRICON may demand that already delivered items be returned.

13.7 Other legal consequences of rescission shall be excluded.

14. Liability

14.1 During the execution of the project, B&M TRICON and its employees shall act in accordance with the generally recognized principles of professional practice. B&M TRICON shall be liable for damage beyond the scope of application of the Product Liability Act within the scope of statutory provisions only in case of wilful intent or gross negligence. This shall also apply for violations of obligations by licensed/free-lance cooperation partners.

14.2 In case of gross negligence B&M TRICON shall be liable up to an amount of EUR 500,000. Liability for lost profit shall only apply in case of wilful intent.

14.3 Liability for slight negligence, compensation for lost savings, lost interest and damage due to claims of third parties vis-à-vis the Customer shall be excluded. Liability for consequential and pecuniary damage shall only arise if they result from damage to property or persons.

14.4 A reversal of the burden of proof (Sections 1298 et seq. ABGB) on account of B&M TRICON shall be excluded.

14.5 Damages shall be excluded in any case if conditions, if any, for assembly, putting into operation and use (such as contained in operating instructions) or of official permission requirements are not complied with.

14.6 Damages on grounds of default may not be claimed instead of warranty claims.

14.7 If the work is carried in co-operation with a third party, e.g. a data processing company, a chartered accountant or a lawyer, and the Customer has been notified thereof, warranty and liability claims vis-à-vis the third party arising according to the law and the terms and conditions of the third party shall be deemed assigned to the Customer. B&M TRICON shall only be liable for fault regarding the selection of that third party.

14.8 If contractual penalties have been agreed with B&M TRICON, any additional claims of the Customer under the respective title shall be excluded.

15. Assertion of claims for damages

15.1 Any and all claims for damages of the Customer in connection with the delivery of the trade lot and/or the plant shall have to be asserted in court within 3 years of delivery or inspection (whatever is earlier); otherwise such claims shall be forfeited.

15.2 In all other cases claims for damages may only be asserted in court within six months as from the date on which the damage was known, however, not later than three years after the event constituting the claim occurred.

16. Use of data

- 16.1 B&M TRICON shall be entitled to process or have processed by third parties personal data entrusted to it within the framework of purpose of the project order. B&M TRICON thus warrants, in accordance with the provisions of the Act on Data Protection, the obligation to maintain the data secrecy. Material entrusted to B&M TRICON (data carriers, data, control figures, analyses, programmes etc.) as well as all results derived from the execution of the work shall be returned in general to the Customer.
- 16.2 B&M TRICON shall be entitled to advertise a logo of the Customer on its homepage.

17. Intellectual property rights of B&M TRICON/ Copyright/ Utilization

- 17.1 The Customer is obliged to arrange that offers, reports, analyses, expert opinions, organizational charts, programmes, specifications, drafts, calculations, drawings, concepts, data carriers etc. prepared by B&M TRICON, its employees and cooperation partners in the course of the project shall only be used for purposes of fulfilling the order. In particular the transfer of professional statements of B&M TRICON of any kind for consideration and without consideration to third parties shall require the written consent of B&M TRICON. This does not cause a liability of B&M TRICON vis-à-vis the third party.
- 17.2 The use of professional statements of B&M TRICON for advertising purposes by the Customer shall not be permitted. A violation shall entitle B&M TRICON to rescind immediately all orders not yet carried out and to assert other claims provided by law (e.g. claims for damages, claims for injunction etc.).
- 17.3 In all its services, B&M TRICON shall keep all rights of utilization, distribution, sale, registration of industrial property rights etc.
- 17.4 If goods are produced by B&M TRICON on the basis of designs, drawings, models or other specifications of the Customer, the Customer shall indemnify and hold B&M TRICON harmless in case of any infringement of proprietary rights.
- 17.5 Execution documents, such as plans, sketches and other technical documents, source codes as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of B&M TRICON and shall be subject to the relevant statutory provisions on copying, imitation, competition, etc. B&M TRICON shall not be obliged to disclose execution documents to the Customer, unless explicitly agreed in writing.
- 17.6 Unless agreed explicitly in writing between the parties that the intellectual property of goods, developments, software and other items to be created devolves on the Customer, such intellectual property shall remain with B&M TRICON and B&M TRICON shall be solely entitled to register industrial property rights and to utilize the intellectual property also elsewhere.
- 17.7 B&M TRICON or its licensors shall hold all copyrights and utilization rights in the agreed IT services (programmes, documentation, etc.). The Customer shall only be granted the right to use the software against payment of the agreed consideration exclusively for its own purposes, only for the hardware specified in the contract and for the number of licenses acquired for simultaneous use on several workstations. Through the present contract the Customer only acquires a permit to use the work. Any dissemination by the Customer is not permitted. By participating in the creation of software the Customer shall not acquire any rights beyond the use stipulated in the subject contract.
- 17.8 The Customer shall be allowed to make copies for archiving and back-up purposes provided that the software contains no explicit prohibition of the licensor or third parties and that any and all copyright and proprietary notes will be transferred to such copies as they are.
- 17.9 In consideration of the fact that the project documents, consulting and IT services represent the intellectual property of B&M TRICON, their right of utilization shall be applicable also after the payment of the fee exclusively for the Customer's own purposes.

18. Applicable law

- 18.1 The materially competent court in Linz shall be exclusively competent for deciding on all disputes resulting from these GTC and the contract on which they are based – including those on its existence or non-existence. However, B&M TRICON shall also be entitled to file an action at the general place of jurisdiction of the Customer.
- 18.2 The contract shall be subject to substantive Austrian law without application of the conflict rules. The applicability of the United Nations Convention on the International Sale of Goods shall be excluded.