

Purchasing Terms and Conditions of SOLON HILBER Technologie GmbH

I. Scope

1. These Purchasing Terms and Conditions apply to all orders (for goods and services) made by SOLON-HILBER Technologie GmbH and its affiliated companies (hereafter referred to as "SOLON" or "the Purchaser").
2. Unless agreed otherwise, they apply in particular to all contracts entered into by SOLON as the purchaser, customer or ordering party. Clauses in delivery terms and conditions of Contractors that deviate from the respective Purchasing Terms and Conditions of SOLON HILBER Technologie GmbH shall not be applicable, even if they are not explicitly contradicted. The Purchasing Terms and Conditions of SOLON HILBER Technologie GmbH also apply to deliveries and services that have been accepted without reservations by SOLON, even if SOLON has knowledge of terms and conditions by the Contractor that deviate from or contradict the Purchasing Terms and Conditions of SOLON HILBER Technologie GmbH.
3. The Purchasing Terms and Conditions of SOLON HILBER Technologie GmbH shall also apply to any future business transactions with the Contractor.
4. SOLON herewith explicitly states that it will not be bound by any contractual terms of the Contractor. Reference in the order documents issued by SOLON to the tender documents of the Contractor shall not be interpreted as acceptance of the business terms and conditions of the Contractor.
5. The above clauses shall not affect the statutory rights of SOLON HILBER Technologie GmbH.
6. These Purchasing Terms and Conditions are based on the requirements laid down in ÖNORM B2110 as amended. The scope and content of the Purchasing Terms and Conditions might however exceed the scope of ÖNORM B2110 as amended.

II. Enquiries

1. Enquiries and calls for tender for goods, services, advice, etc. shall not constitute a basis for any liabilities on the part of SOLON. Offers are binding for a minimum period of ten weeks.

III. Conclusion of contract

1. In principle, all orders by SOLON are made in writing (order documents, contracts, call-offs). Verbal orders are confirmed in writing at the earliest opportunity.
2. Orders exceeding a total value of € 3500.00 must be confirmed in writing within five working days by the Contractor. For all other orders, the Contractor shall only issue an order confirmation, if he is unable to meet relevant conditions laid down in the order (e.g. term of delivery).
3. If the order confirmation deviates from the original order, the Contractor is obliged to state this and to mark these deviations so that they can be factually identified. SOLON shall only be bound to accept deviations, if they have been accepted in writing in advance.
4. The failure to respond to proposals, demands or evidence made available by the Contractor shall not denote consent.
5. If SOLON and the Contractor enter into a framework agreement, a call for delivery shall remain binding, unless the Contractor objects within five working days from the call for delivery.

IV. Scope and content of delivery or performance

1. The Contractor must carefully examine all order specifications and data, in particular all drawings and plans, for completeness and correctness. He must thereby also assess whether there are any contradictory or illogical specifications.
2. The scope of the delivery or performance on the part of the Contractor is based on the specifications communicated at the time of conclusion of the contract. If this information is not available at that time, it is based on the details and data available in the tenders and latest catalogues of the Contractor.
3. Unless agreed otherwise, all deliveries must conform to the current DIN standards and other widely recognised national or European standards.
4. SOLON shall only be obliged to accept the quantities ordered. Overdeliveries and underdeliveries shall only be accepted if agreed in advance. If partial deliveries were agreed, the quantity yet to be delivered must be specified on the delivery note. In the case of framework agreements, only the quantities that were requested by SOLON for delivery at the time in question shall be accepted.
5. Deliveries are deemed made, if an employee of SOLON or a agent authorised by SOLON has signed the contractor copy of the delivery note. In the event of a dispute, the Contractor is obliged to produce the signed contractor copy of the delivery note for inspection. If it is not possible to obtain such a signature upon delivery of the goods, the

Contractor must forward his copy of the delivery note to SOLON, who will then sign and return it after the delivery has been checked.

6. As a rule, all orders placed with the Contractor must be performed by him. Subcontracting of an order or part thereof is only permitted if agreed in advance with SOLON. Even where SOLON agrees to accept subcontracting, the Contractor shall be liable for the proper performance of the entire order.

V. Changes to order specifications

1. If, during the processing of the order, the Contractor become aware that the agreed specifications are not required or useful, he must inform SOLON without delay. SOLON shall inform the Contractor as soon as possible on whether he shall be permitted to deviate from the original order specifications and what modifications are to be made. If these modifications should have an impact on the price, the original contract shall be deemed invalid and a new contract must be negotiated.
2. SOLON reserves the right to demand that specifications are amended after the parties have entered in the contract, provided that this does not pose an unreasonable burden on the Contractor. In the event of such an amendment to the contract, the parties must take into account its effect on the costs and terms of delivery. Such amendments shall only be valid, if made at the written request of SOLON.

VI. Invoicing and payment

1. Invoices containing all relevant order data must be submitted immediately after completion of the delivery or service to SOLON. The invoice text must be structured in such a way that it can be easily compared with the order, facilitating invoice checking. All invoices must include the order number, the name or initials of the person who made the order and an order reference number. Invoices that do not include this information cannot be processed and are deemed invalid.
2. The agreed prices are fixed for the duration of the contract, and subsequent price changes are not permitted.
3. For orders made without prior price agreement, the prices stated in the price list of the contractor at the time in question, minus discount according to the discount list, is applicable.
4. Invoices are deemed received after full acceptance of the delivery or service by SOLON and receipt of invoice and an invoice checking period of five working days. For orders where the Contractor must submit material test documents, inspection reports, quality documents and similar documents, a delivery is only deemed completed, when SOLON is in possession of the required documents.
5. Unless agreed otherwise, invoices shall be paid in full within 60 days from the date of receipt of the invoice. If payment is made within 30 days from the date of receipt of the invoice, SOLON shall be entitled to deduct a discount of 3 %. In the event of defects, SOLON reserves the right to retain payment until the defects are eliminated.
6. Payment of an invoice does not constitute an acceptance of the delivery or waiver of any claims in connection with warranty or liability.
7. Payment is deemed made on time, if SOLON instructs its BANK to transfer the money latest on the last day of the payment term. All bank charges of the Contractor's bank shall be paid by the Contractor.
8. Interest on arrears may not exceed 6% per annum.
9. The Contractor shall not be entitled to transfer or mortgage any receivables.

VII. Delivery term

1. The delivery date specified in the order documents is binding. In the event of a possible delay, the Contractor is obliged to notify SOLON immediately, indicating the reasons for and probable duration of the delay.
2. A delivery is deemed made on time, if the goods have been received by SOLON at the specified delivery address. Deliveries that include installation or assembly are deemed completed when they have been accepted by SOLON.
3. In the event of a delay caused by force majeure, SOLON shall be not be obliged to accept the delayed delivery, if this would result in an economic disadvantage. In such a case, the contract shall be deemed terminated amicably.
4. In the event of a delayed delivery, SOLON shall be entitled to claim compensation for loss under the applicable law, irrespective of

whether the Contractor is at fault. In particular, SOLON, after granting a reasonable period of grace, shall be entitled to claim compensation for damage due to failure of performance on the part of the Contractor, to purchase replacement goods from a third party at the expense of the Contractor or to terminate the contract with immediate effect.

5. In the event of a delay in delivery, SOLON shall be entitled to charge a contractual penalty of 1.0% of the agreed net price for each calendar day or part thereof of delay, irrespective of whether the Contractor is actually responsible for the delay. This shall not affect any claim of compensation for damages.
6. In the event of early delivery, SOLON reserves the right to refuse to accept the goods. In the event that an early delivery is accepted, any additional costs, for example for storage and insurance, arising from the early acceptance shall be deducted from the invoiced amount. Early delivery shall not affect the due date for payment of the invoice.

VIII. Dispatch, transfer of risk

1. Unless agreed otherwise, all deliveries must be made free of charge to the specified destination (DDP, according to Incoterms as amended). The Contractor must take out transport insurance. Unless agreed otherwise, the destination of the delivery is the warehouse of SOLON. The Contractor shall be responsible for compliance with all customs requirements and the filing of documents and declarations.
2. The risk shall be transferred to SOLON upon receipt of the delivery at the specified destination. For deliveries that include installation or assembly, the risk shall be transferred upon acceptance by SOLON. The transfer or risk is not determined by the agreed international commercial terms (Incoterms).
3. The Contractor must comply with all shipping instructions and requirements regarding methods of transportation. In the event of non-compliance, SOLON shall be entitled to return the goods at the expense of the Contractor and to demand a new delivery.
4. Deliveries for which SOLON has not specified a particular means of transportation must be shipped by the cheapest method. Costs arising in connection with express delivery required to meet the delivery date shall be payable by the Contractor.
5. In the event of missing or incomplete letters of credit or delivery documents, in particular missing or incomplete referenced order details, SOLON reserves the right to reject acceptances, whereby all costs and risks shall be borne by the Contractor.
6. Each delivery must be accompanied by a delivery note specifying the content of the delivery. The delivery note must include the order number, the name or initials of the person who made the order and the cost centre. All deliveries must be accompanied by the relevant declarations required under the relevant export regulations (e.g. Export Control Classification Number, Export List Number according to EC Dual-Use Regulation, national law or international preference agreements (movement certificates, declaration of origin, country of origin)).
7. For direct deliveries to SOLON customers, SOLON must be sent copies of the delivery documents.

IX. Warranty and liability

1. The Contractor guarantees that all deliveries and services conform to the latest state of technology, the relevant statutory regulations, other instructions and guidelines of the relevant authorities, trade associations, etc. and the current DIN, EN and other standards. Deviations from the above clause are only permitted with the explicit consent of SOLON. Such a consent shall not in any way affect the liability of the Contractor. In particular, all plants and products supplied by the Contractor must conform to the statutory safety regulations applicable at the location of operation of the equipment and must be equipped with the required safety devices.
2. They must further conform to the latest state of technology. All applicable EU directives and regulations, the Austrian Electrical Engineering Act as amended and the relevant ÖVE and VDE regulations, technical Austrian and DIN standards, European standards and similar regulations must be strictly adhered to. Plants supplied by the Contractor must be equipped with the CE mark, in accordance with the relevant EU regulation. Deliveries must be accompanied with the relevant declarations of conformity, containing a brief description of the equipment as well as installation and assembly instructions, if required.
3. If the Contractor has any doubts regarding the suitability of the ordered design, he must notify SOLON without delay in writing.
4. Contractors of the Contractor are considered subcontractors of the Contractor.
5. Receipt of a delivery or service, the temporary use of the delivered goods or payment shall not constitute acceptance of the delivery or waiver of any rights on the part of SOLON. A confirmation of receipt of a delivery may not be interpreted as a final acceptance of the delivered goods.
6. The warranty period for all goods and services is three years.
7. For deliveries that include installation or assembly, the warranty period begins at the acceptance of the installation or assembly. For deliveries without installation or assembly, the warranty period begins with the receipt of the goods at the location at which they are to be used. For hidden defects, the warranty period begins at the time of detection of the defect.

8. The Contractor must guarantee that all deliveries and services are free of material, manufacturing or functional defects and defects in title and that they fully conform to the agreed specifications.
9. The above clauses shall not in any way restrict SOLON's rights under statutory warranty legislation, in particular with regard to repair, reduction in price, replacement and compensation for damages. In the event of a claim under warranty, SOLON shall be entitled to choose the method of remedy. The Contractor shall be liable for all costs arising to SOLON from court proceedings, expert reports and out-of-court settlements in connection with a claim under warranty.
10. If the Contractor fails to meet his obligations under warranty within a reasonable period granted by SOLON, or if there is a urgent need for immediate elimination of the defect, SOLON shall be entitled to take the necessary measures to eliminate the defect, including the contracting of a third party for this purpose, at the expense and risk of the Contractor, and irrespective of the latter's obligations regarding warranty.
11. For supplied parts or units that cannot be commissioned or used while the defect is being examined and/or eliminated, the warranty period shall be extended by the duration of the shutdown period.

X. Cancellation

1. SOLON reserves the right to terminate the contract at any time. In the event of a suspension of the order by more than three months, the Contractor shall be entitled to reimbursement of all costs for which he can provide proof. These costs must be specified in detail to SOLON and may not include loss of earnings.
2. SOLON reserves the right to terminate the contract at any time, even if there is no breach of contract on the part of the Contractor. In such a case, the Contractor shall be entitled to full compensation of all costs and work carried out until the date of the termination of the contract. He shall however not be entitled to claim compensation for loss of earnings. After having been notified of the termination, the Contractor must take all reasonable measures to minimise the costs to SOLON.

XI. Product liability, property rights

1. SOLON shall notify the Contractor of any obvious defects to the goods, and damage from transportation or to the packaging as soon as this is possible within the framework the normal business operations of SOLON. In any event, SOLON shall be granted an inspection period of ten working days and a subsequent complaint period of another ten working days. If a part of the delivery or service does not conform to the requirements, SOLON shall be entitled to reject acceptance of the whole delivery or service.
2. The Contractor is obliged to take out appropriate insurance cover (product liability and product recall insurance) and on request to provide evidence of such insurance cover.
3. The Contractor must indemnify SOLON against any claims arising in connection with patent, copyright, brand, sample or other property rights by third parties. The Contractor must further guarantee that there are no restrictions regarding the use of the delivered goods. The Contractor must also indemnify SOLON against any claims made by a third party in connection with product liability.
4. The Contractor undertakes to inform SOLON on request of the identity of the manufacturer, import company or subcontractor of a supplied product. In the event of a product liability claim by a third party, the Contractor must provide SOLON with the evidence, such as manufacturing documents, necessary to defend itself against such a claim.
5. SOLON reserves the right to request evidence of the quality assurance system operated by the Contractor. At the request of SOLON, the Contractor must make available all relevant quality inspection documents. He must also permit SOLON to carry out a quality audit. In the event that the quality assurance system is found wanting, or if the documentation regarding tests and inspections is insufficient, the Contractor must compensate SOLON for the audit costs.
6. If a product of SOLON is found to be in breach of product liability regulations in Austria or any other country, SOLON shall be entitled to seek compensation from the Contractor for the damages arising from such a ruling. This also applies to costs arising from preventive replacements and product recalls, from court proceedings, expert reports and out-of-court arrangements.

XII. Retention of title, tools, etc. provided by SOLON

1. SOLON shall remain the owner of all tools and parts made available to the Contractor. Such tools and parts must be stored by the Contractor free of charge.
2. Tools and equipment made available to the Contractor or any of its employees shall remain the property of SOLON. The Contractor undertakes to use the tools and equipment made available by SOLON exclusively for the manufacture of goods for SOLON.
3. If tools, etc. provided by SOLON become damaged whilst being used by the Contractor, or if they are not returned after the contract

has been terminated, the Contractor is obliged to replace the respective items or to compensate SOLON for the loss.

4. SOLON shall not accept any retention of title on the part of the Contractor. SOLON shall be entitled to dispose of the supplied goods and services at its own discretion. In particular, he shall be entitled to sell on the goods or services.

XIII. Additional clauses applicable to buildings and plants

1. Basis of contract
 - a. Written order or work contract
 - b. Minutes of the negotiations including enclosed documents (production schedule, payment schedule, etc.)
 - c. Bill of quantities including agreed prices
 - d. Call for tender issued by the Purchaser, including General Bidding Conditions
 - e. General Delivery Terms and Conditions
 - f. All relevant and legally binding ÖNORM standards (in particular ÖNORM B2110 and B2117) as amended at the time of submission of the tender; for issues not governed by ÖNORM standards, the respective DIN standard applies
 - g. Relevant decisions and permissions by the planning authorities
 - h. Planning documents handed over to the Contractor by the Purchaser or made available for inspection
 - i. Construction site regulations
2. In the event of contradictions in the technical or contractual regulations, the more stringent regulations apply. All amendments to the basic documents on which these conditions are based must be made in writing. The Contractor confirms that he has read these Business Terms and Conditions, that he agrees to its content and that any ambiguities or unclear sections have been eliminated. The Contractor agrees that his own Business Terms and Conditions shall not apply.
3. Prohibition of assignment
The assignment or pledging of claims (or parts thereof) of the Contractor against the Purchaser is only permitted with the explicit written consent of the Purchaser for each separate case. The Purchaser shall be entitled to deduct an administrative fee of 2% of the approved invoiced amount.
4. Construction site regulations
Notwithstanding existing construction site regulations, the construction site regulations published by the Federation of Austrian Industrial Building Contractors VIBÖ as amended shall apply. It is the duty of the Contractor to familiarise himself with the site regulations that exist on the construction site and to inform himself of the working hours. The Contractor must adjust the working hours of his staff to the working hours of the Purchaser. Deviating working hours must be specifically agreed with the site manager. The work must be scheduled in such a way that there are no additional costs to the Purchaser. It is the responsibility of the Contractor to obtain any required licenses or permits from the relevant authorities.
The person in charge of the construction site on the part of the Contractor must forward to the site management a daily written report with details of the planned and actual staff numbers, unless the Purchaser specifically waives this requirement.
5. Cleaning of working area
The Contractor must keep his working area at all times clean and tidy. If he fails to do this, the Purchaser shall be entitled to have the area cleaned at the expense of the Contractor without having to grant a period of grace. In cases where it is not possible to identify the person responsible for the dirt, the costs for the cleaning of the area and the disposal of waste material shall be allocated to the possible offenders in proportion to the size of their contracts. The Contractor must provide the Purchaser with copies of the construction waste material disposal certificates on a monthly basis.
6. Waste handling
It is the responsibility of the Contractor to file the necessary records and to make them available to the Purchaser on request. All relevant waste handling and disposal records must be handed over to the Purchaser at the end of the construction work in the form of a single file.
The Contractor is obliged to adhere to the relevant clauses of the statutory waste management legislation. It is the responsibility of the Contractor to file the necessary records and to make them available to the Purchaser on request. All relevant waste handling and disposal records must be handed over to the Purchaser at the end of the construction work in the form of a single file.
7. Travel expenses, waiting times
All expenses in relation to travel and transportation must be included in the unit prices. The Contractor herewith agrees that he will not seek compensation for waiting times on the site.
8. The erection of company signs and advertisement panels on the site is only permitted with the consent of the site manager appointed by the Purchaser. The costs for a joined construction project sign are borne proportionally by all involved contractors.
9. The Contractor shall not remove any existing safety barriers and similar equipment. The Contractor must also notify the Purchaser without delay of any missing safety barriers and situations on the site where the Austrian Occupational Safety Act is breached.
10. The Contractor agrees to contribute in proportion to his share in the overall project to the costs for an advertisement in a newspaper that has yet to be named, announcing the completion of the building project.
11. Declaration by the Contractor

The Contractor has examined the documents handed over to him or made available to him for inspection for correctness and completeness.

The Contractor is obliged to make the Purchaser aware of any errors, contradictions or ambiguous formulations concerning the design, scope, quantities, dimensions, pricing or payment contained in these documents, latest at the time of submission of the tender. Notwithstanding the provisions in ÖNORM B2110 section 5.4., the Contractor herewith declares that, based on a visit of the construction site, his own research and examination of the documents made available to him, he has been able to obtain all relevant information according to ÖNORM B2110 sections 4.2.1. and 4.2.2 and that the pricing and tender specifications are based on this information. The Contractor also confirms that he is in possession of the trade licenses and other permits required for the unrestricted performance of the order to which the tender applies. In the event that this is not the case, the Purchaser shall be entitled to terminate the contract with immediate effect and to seek compensation for damages.

12. Engineering documents
The Contractor is obliged to request all contractually binding documents required for the performance of the work in due time from the Purchaser and to examine these documents without delay as regards the feasibility of the undertaking and its suitability for the proposed site of performance. If required, the Contractor must submit the engineering documents and sampling proposals in due course so that the necessary decisions can be taken without effect on the agreed performance terms. The Contractor must include the costs for the engineering documents and the installation and removal of samples in the unit prices.
13. Workplace safety – employment of foreign workers
The parties agree that all statutory provisions regarding the safety of workers and the emplacement of foreign nationals must be strictly adhered to.
14. Subcontracting
Subcontracting of parts of the assigned contract to a third party is only permitted with the explicit written consent of the Purchaser and provided that the subcontractor accepts all terms and conditions laid down in this document.
15. The Contractor shall be liable for all work carried out by his subcontractors.
16. Assessment of scope
If the Contractor fails to participate in the agreed joint quantitative assessment of the scope, he must accept the scope and quantities as determined by the Purchaser. This does not apply in situations, where the Contractor is prevented from attending the joint assessment by an unforeseeable event that is outside his influence.
17. Agreement on prices
Insofar as the order is based on unit prices, the agreed prices shall be valid for the entire construction time, unless otherwise agreed in writing between the parties. The unit prices shall remain the same for all work on the construction project. In particular, the Contractor shall not be entitled to amend the unit prices due to additional work or shortfalls, changes in the quantity rates or additional orders by the Purchaser. Waiting times and additional cost due to whether conditions during the winter months shall not be compensated separately, unless a respective item has been included in the bill of quantities. If the Contractor encounters any problems or obstacles during his work, he must notify the Purchaser without delay. If no such notification is made, the Contractor shall not be entitled to compensation for additional costs resulting from the problem or obstacle. Compensation for general coordination work shall only be paid, if the Purchaser approved it in writing and if it is not already included in the contractual scope of performance.
18. Fixed prices
For orders based on a fixed price offer, the quoted fixed price applies, irrespective of the actual quantities. By submitting his tender, the Contractor confirms that the documents and technical data made available to him was sufficient for the accurate determination of the work as regards the design of the construction and the scope of performance. In the event of errors in the calculations or other mistakes, the Contractor shall not be entitled to make changes to prices after the awarding of the contract.
19. Liability and insurance
The Contractor herewith confirms that he has taken out adequate public liability insurance to the amount of minimum € 700,000 per incident. He also undertakes to keep this insurance cover in place until the warranty period has lapsed.
If damage or theft occurs during periods when more than one contractor is working on the construction site, or if there is dirt and the party responsible for the damage, theft or dirt cannot be identified, the liability of the Contractor is defined as follows:
0.8% of the net contract total, without the need of proof or liability.
Should the amount of 0.8% of the net contract value not be sufficient to cover the loss or the cleaning costs, the parties shall be liable proportionally to the amount of their respective net contract value relative to the overall contract total without any further restrictions.
A deduction of 0.8% of the invoiced contract total shall be made to cover the costs for electric power on the construction site and other auxiliary expenses (site telephone, toilet facilities, etc.).

Equipment and personnel are only made available by the Purchaser for the period during which they are required, provided they are available and not needed by the Purchaser or other Contractors. Temporary disruptions in the provision of equipment and personnel shall not entitle the Contractor to compensation.

20. Right of retention

The retention of 10% of the instalment invoices cannot be reclaimed prior to completion of the contract.

The retention for liability of 5% of the agreed final invoice amount shall be used to cover claims in relation to warranty and damage of any type, in particular also for damage arising from insolvency proceedings taken against the Contractor and can be redeemed by filing a bank guarantee.

21. Acceptance and warranty

The parties agree that a formal acceptance procedure must be carried out in all cases. The Purchaser shall be entitled to refuse acceptance unless all work is carried out without defect.

The warranty period begins with the unconditional acceptance of the overall construction project by the proprietor and applies also to all supplied goods and materials.

For work under warranty to be carried out by the Contractor, the Purchaser shall offer site supervision to a total duration of 16 hours free of charge. The Contractor shall be liable for the costs of any additional work on the part of the Purchaser, in particular site supervision by the proprietor, required for work under warranty.

In contravention to ÖNORM B2110 section 5.45.3.4, the parties agree as follows: Defects of which the Contractor is notified within the warranty period are assumed to have existed at the time of acceptance.

In contravention to ÖNORM B2110 section 5.47.3, the Contractor shall be responsible for all defects deemed to have existed at the time of acceptance of the work carried out by the Contractor for a period of ten years after the date of acceptance, provided that he cannot prove that he is not responsible for the defect.

The warranty period is minimum three years and begins with the approval of the overall building construction by the Purchaser.

XIV. Additional clauses for temporary employment agencies

1. The agreed hourly rates include all extra pay, allowances, bonuses and other benefits in kind as well as all ancillary wage-related costs and VAT, if applicable.
2. SOLON reserves the right to reject the employment of a new worker provided by a temporary employment agency due to lack of qualification within 2 working days. In such a case, SOLON shall not be obliged to pay for the hours worked by the respective worker.
3. The temporary employment agency must equip its workers with work clothing, footwear and personal protective equipment as is required for the actual job. If SOLON issues work clothing and footwear to workers provided by the temporary employment agency, the agency must reimburse SOLON for this equipment.
4. Up to 10 hours per day from Monday to Saturday inclusive are considered normal working hours, paid at the agreed rate without any extra pay for overtime, etc.
5. Only hours that have been sanctioned by an authorised person (in workshops: workshop steward; on construction site: foreman) with his/her signature shall be paid.
6. The temporary employment agency shall not recruit persons who are employed by SOLON. Workers employed by SOLON who enter into an employment contract with the temporary employment agency within six months after terminating the contract with SOLON are deemed solicited by the temporary employment agency. Breach of the above clause shall entitle SOLON to claim compensation to the amount of the last monthly gross wage of the employee in question from the temporary employment agency.
7. Any tools, codes, keys, etc. made available by SOLON to employees of the temporary employment agency must be returned in a good state of repair at the completion of the contract. SOLON shall invoice the temporary employment agency for any damaged or missing objects.
8. The temporary employment agency is obliged to provide SOLON with original documents that prove that the workers made available have been paid in full and that all social security contributions, in particular the social insurance contributions, have been paid to the relevant authorities. For this purpose, the temporary employment agency shall authorise SOLON to obtain the relevant information regarding the social insurance status, in particular the health insurance status, of workers made available through the agency. In the event of recourse to article 14 of the Austrian Temporary Employment Act AÜG, the temporary employment agency shall agree that any claims on the part of SOLON are set off against its own receivables.
9. The temporary employment agency shall be liable for any damage caused by its employees. The temporary employment agency is further obliged to take out liability insurance that covers such claims to a

reasonable amount. At the request of SOLON, the temporary employment agency must provide SOLON with evidence proving that it has taken out liability insurance cover (by presenting the relevant policy documents) and is making the necessary payments (by presenting the relevant receipts).

XV. Confidentiality

1. The parties undertake to treat all information and data obtained in connection with the contract and any other business contacts in strictest confidence. The confidential information includes in particular all technical data, purchased quantities, prices and information regarding the property and development of products as well as all corporate data of SOLON.
2. The Contractor undertakes to treat all drawings, illustrations, licenses, samples, models and other documents made available to him by SOLON in strictest confidence, to use them only for the intended purpose and not for his own benefit and not to make them available to any third party without the explicit written consent of SOLON, provided that the information contained in these documents is not already in the public domain.
3. The Contractor must enter into an appropriate confidentiality agreement with his Subcontractors. The Contractor shall be fully liable for any damage caused by a breach of the confidentiality clause by any of his employees or by employees of his subcontractor.
4. The Contractor authorises SOLON to make its company information and the content of the orders placed by SOLON available to any other company of SOLON AG.

XVI. Information, declaration of composition, disposal, packaging

1. Irrespective of any statutory requirements regarding instructions, the Contractor must provide SOLON with all necessary and useful information regarding the supplied goods or services, in particular with material safety data sheets according to directives 91/155/EEC and 93/112/ECC / 99/45 EC, and with instructions for the proper storage of the goods. In addition, the Contractor must inform SOLON, if the goods or other associated materials must be disposed of as hazardous waste, including waste oil. In this case, the Contractor must provide SOLON with detailed instructions regarding the safe disposal of the waste material. At the request of SOLON, and in accordance with the Austrian Waste Management Act, the Contractor is obliged to take back any waste caused by the proper use of the goods for their intended purpose, to the maximum amount of the supplied weight. If the Contractor does not accept the return of such waste material, SOLON shall be entitled to dispose of it at the expense of the Contractor.
2. The Contractor must ensure that all transport, retail and service packaging for deliveries made to destinations in Austria can be disposed of through Recycling Austria AG (ARA AG). The Contractor shall indemnify SOLON against any claims arising from the lack of dispensation or from dispensation through a collection and recycling system other than ARA AG.

XVII. Final clauses

1. The place of performance for all deliveries and services is the location at which the respective goods are used. For payments, the place of performance is the registered domicile of the ordering party.
2. If insolvency proceedings are initiated against the assets of the Contractor, or if the Contractor fails to make payments, SOLON shall be entitled to terminate the contract with immediate effect. This also applies in the event of preliminary proceedings or where the list of assets has been filed (oath of disclosure).
3. These Purchasing Terms and Conditions are governed by the laws of the Federal Republic of Austria. The references of the Austrian private international law are not applicable. The United Nations Convention on Contracts for the International Sale of Goods are not applicable.
4. Any dispute arising from this Agreement shall be settled before a competent court in Innsbruck, Austria.
5. The decision or declaration that one or more of the clauses of these terms and conditions are null and void shall have no effect on the remaining clauses.
6. The ordering party shall be entitled to transfer its rights and obligations under this contract to another company of the SOLON Group. Such a transfer of rights and obligations shall not entitle the Contractor to terminate the contract.