1. VALIDITY OF THE CUSTOMER’S TERMS

These terms and conditions of purchase govern the sale and supply of all goods/services supplied to CS COMBUSTION SOLUTIONS GMBH (hereinafter referred to as the “Customer”) to the Supplier (hereinafter referred to as the “Supplier”). The Customer or firm/company to which the purchase order of CS COMBUSTION SOLUTIONS is addressed.

2. ORDER PLACEMENT, ORDER ACKNOWLEDGMENT, ORDER DOCUMENTATION/PRECEDENCE

The contract shall be deemed to have been concluded with the sending of a Purchase order (PO) as soon as either (1) the Supplier has provided a quotation and an order has then been placed by the Customer, or (2) the Supplier has made a firm commitment to the Supplier, or (3) an order has been placed by the Customer. The Supplier shall provide an order confirmation form without restrictions issued on original paper of Customer (4) or started working. Until a contract is concluded, the term “Supplier” shall be understood as referring to a bidding company. Orders shall be deemed to be legally valid only when they are submitted on the Customer’s order number and are properly signed. Verbal or telephone orders shall be deemed valid only when they are subsequently confirmed in writing by the Customer.

Agreements, terms and conditions shall be effective only where they are accepted in writing by the Customer. Change orders as a result of additional work shall be accepted and paid only if they are subsequently confirmed in writing. Correspondence and orders placed by the Customer shall always be addressed to the company address and in no circumstances to individuals.

2.2. Order acknowledgment

Every order must be acknowledged within the agreed acknowledgement form as soon as received and the Customer shall be notified that the agreement. Current knowledge correct provision of goods or services has been accepted in line with the terms of the Customer’s PO and in accordance with the Customer’s terms and conditions of purchase. Order acknowledgments submitted on the Supplier’s request shall be disregarded. The Customer nevertheless reserves the right to withdraw the order in such circumstances.

2.3. Order documentation

Any technical or commercial documentation accompanying the order (paperwork, attachments, warranty terms and conditions etc.) shall constitute an integral part of the order. In the event of any conflict or inaccuracy existing after the provisions set down in the order document, the nature and scope of the parties’ obligations to one another, the following order of precedence shall apply: (1) the text of the order; (2) Minutes of Contract Negotiations, if any; (3) The Customer’s general project documentation and its specific technical and/or commercial documentation; (4) These general terms and conditions of purchase; (5) The Supplier’s quotation.

3. PRICES/INVOICING/PAYMENT/BANK GUARANTEES

The prices set down in the order – inclusive of any discounts and supplements – shall be fixed prices, exclusive of statutory VAT and inclusive of delivery to the point of use, packaging and shipping costs, insurance and also taxes, customs duties and also taxes, customs duties, damages caused to means of transport shall be borne exclusively by the Supplier. If no shipping requirements or terms or conditions in relation to shipping are provided, the Supplier must select the shipping and supply methods that result in the lowest cost for the Customer.

3.3. Invoicing

(a) The final supplier number for the Customer etc. must be clearly shown on the invoice. (b) Invoices that do not indicate the above will not be accepted. Invoices must be submitted in one original together with a copy of either the despatch advice or the invoice note delivered in the same manner as the goods or services by the supplier. The Customer’s payment is only due when the services have been accompanied by confirmations of performance. Invoices must be ad- dressed to the Customer at the place of origin. Invoices in good time shall be submitted by the Supplier to ATU36 1200 0515 9404 1505 Vienna, Austria. Original invoices may not be sent together with goods being delivered. Suppliers within the EU must also specify on all invoices the movement of goods in addition to the statutory required details of tax-exempt status. Partial invoices shall only be recognised when they have been specifically agreed. Invoices for partial supply of goods or partial performance of services must be marked “Invoice for partial supply of goods” or “Invoice for partial performance of services”, while final invoices must be marked “Final invoice for goods” or “Final invoice for services”. Suppliers based within Austria must indicate the VAT percentage rate on the invoice, and if asked to do so, show the amount of VAT payable for each line item.

3.3. Payment

Invoices shall be paid after all goods or services have been delivered and the associated invoice has been submitted and confirmed prior to verification of the invoice has been issued. Invoices for full payment of services (confirmed delivery receipts, quantity lists etc. together with the stipulated documentation and/or the General Conditions as signed by the Customer etc.). If items are delivered, the payment terms shall be counted only from the delivery date set down in the order. Unless otherwise agreed, the Customer shall pay the Supplier the invoice amount minus 2% within 45 days of receipt of the invoice or the full invoice amount within 90 days of receipt of the invoice, pro- vided in both cases that the goods have been supplied or the services performed correctly and in full, and in the form and condition stipulated in the order. If the Supplier does not state the due time for early payment is not affected by these provisions. If the Customer disputes its obligation to pay in full or in part in the event that a query is raised or the goods supplied are damaged or destroyed before they have been accepted, the payment terms shall be counted only from the date on which the queries or defects are resolved or re- moved.

The Customer shall not authorise payment of any outstanding amounts before all of the agreed services have been performed. The Customer shall not be liable for any defects or problems. The withholding of payments shall not entitle the Supplier to interrupt or discontinuance fulfilment of its contractual obligations. If the Supplier does not state by any means that the invoice contains defects or problems, the withholding of payments shall not entitle the Supplier to interrupt or discontinuance fulfilment of its contractual obligations. In the event that the Supplier does not inform the Customer in writing in the event that the Supplier disputes its obligation to pay in full or in part in the event that a query is raised or the goods supplied are damaged or destroyed before they have been accepted, the payment

4. SCHEDULES FOR THE SUPPLY OF GOODS/PROVISION OF SERVICES

1. The schedules set down in the order in the event of delivery for goods or performance of services shall be deemed to have been made on the stated date on which the delivery of all of the ordered goods is to be completed, including certificates of acceptance, test certificates, paperwork and other technical documentation. In the event of early delivery without the Customer’s consent, the Customer reserves the right to pass on the associated costs (of storage etc.) to the Supplier. The Supplier must notify the Customer in writing at the earliest opportunity if circumstances arise or if it becomes aware of circumstances that may result in non-compliance with the agreed schedule. This provision shall in no way limit or affect the Supplier’s obligation to adhere to the agreed schedule.

2. In the event that the Supplier fails to meet the agreed schedules for delivery of goods or provision of services, the Customer shall be entitled to withdraw from the contract, to insist on fulfilment of the order or to make replacement or covering pur- poses, at its own option. The additional costs accruing to the Customer as a result of a failure to meet the agreed schedules shall be borne exclusively by the Supplier.

3. The Supplier may appeal on the grounds that necessary documentation has not been provided. The Customer only if it has not received this documentation within an appropriate period after requesting this in writing.

5. PLACE OF PERFORMANCE / TRANSFER OF RISKS

1. The place of performance for delivery of goods and performance of services is the destination specified in the order by the Customer. The place of performance for payment and documentation shall be the place of the Supplier’s company domicile. Risk shall transfer to the Customer only when the goods are delivered to the specified destination even if INCO TERMS provide otherwise.

6. SHIPPING

1. Deliveries must be made carriage paid to the destination specified in the order, with ship- ments covered by goods in transit insurance and with the costs of packaging covered by the Supplier. Transportation risk shall be borne by the Supplier.

2. Shipping requirements specified by the Customer must be adhered to precisely. Any damage or costs resulting from non-adherence to the shipping requirements or to any terms or conditions agreed in relation to shipping (e.g., excess freight charges, demurrage, customs du- ties, damage caused to means of transport) shall be borne exclusively by the Supplier. If no shipping requirements or terms or conditions in relation to shipping are provided, the Supplier must select the shipping and supply methods that result in the lowest costs for the Customer.

3. The Supplier shall ensure that goods are packaged adequately in respect of the type of goods and shipping method invol involved, such that the goods arrive at the specified destination in the appropriate condition. In the event that costs arise or if it becomes aware of circumstances that may result in non-compliance with the contractual obligations under the Austrian Civil Provisions, the Customer shall be entitled to refuse to accept the goods and to return the goods at the Supplier’s risk and expense. Deliveries shall be considered not to have been made until the correct documentation is delivered to the Customer.

4. The Supplier must provide partial deliveries, ensuring that the delivery address, where appropriate the name of the recipient, the order number, the line item number etc. are shown and that the shipping requirements are fulfilled precisely. All deliveries must be accom- plished against the confirmed delivery receipt number of the Supplier’s company domicile. Cash on delivery shipments shall not be accepted (except where specifically agreed).

5. The Supplier’s project management team must be given written details of the exact time of their arrival at the agreed destination.

6. The Customer shall not authorise payment of any outstanding amounts before all of the agreed services have been performed. The Customer reserves the right to pass on the associated costs (of storage etc.) to the Supplier. The Supplier must notify the Customer in writing at the earliest opportunity if circumstances arise or if it becomes aware of circumstances that may result in non-compliance with the agreed schedule. This provision shall in no way limit or affect the Supplier’s obligation to adhere to the agreed schedule.

7. WARRANTIES AND GUARANTEES/DEFECTS

1. In the event of any defects arising for the Customer as a result of delays in goods clearing customs and caused by a failure to meet the agreed schedule, the Supplier may be assigned, pledged, or have their transferability restricted to a bank nominated by the Customer.

2. The Customer reserves the right to pass on the associated costs (of storage etc.) to the Supplier. In the event of defects arising for the Customer as a result of delays in goods clearing customs and caused by a failure to meet the agreed schedule, the Supplier may be assigned, pledged, or have their transferability restricted to a bank nominated by the Customer.

3. Bank guarantees

Bank guarantees are required under the terms of any security for goods supplied/services performed, they must be made out in a form corresponding to the template supplied by CS Combustion Solutions. The Supplier expressly agrees that the debts associated with such bank guarantees may be assigned, pledged, or have their transferability restricted to a bank nominated by the Customer.
The PO will specify whether a formal acceptance of the goods or services is to be taken place. In order to take possession of the goods, the Supplier must arrangements and carry out whatever measures are necessary to permit problem-free fulfillment of the order. The Supplier may not be held liable for any wear and tear that is unavoidable given state-of-the-art technology, or resulting from insufficiencies that are caused by the Supplier's own fault or its own. Evidence of this must be provided by the Supplier.

2. The Supplier undertakes to supply the goods and perform the services described in the order on the agreed delivery or performance dates, or, if the Customer has not stipulated these dates, within a reasonable period of time.

3. The Supplier provides warranties in respect of the order-compliant execution of the order, the correct conformance to the agreed and appropriate measurement and construction, the correct technical execution and assembly of the equipment with the compliance with the warranted characteristics, whether these are provided by the Supplier or by its suppliers. The Supplier also warrants in particular that the technical characteristics, performance levels, features etc. are in accordance with the order and with all valid documentation and also conform with the brochures, catalogues, etc. that are associated with the equipment. The Supplier further warrants that the equipment corresponds with the latest state of the art in technology at the time that the order was placed, has been manufactured in line with the legally valid requirements, and that new material of first-rate and appropriate quality has been used and the workmanship is of a high standard. It will be the responsibility of the Supplier to prove that this provision is correctly fulfilled.

4. The Supplier shall be liable for defects in the goods/services supplied, including the lack of any warranted characteristics, such that the Supplier shall undertake at its own cost to repair, or to replace or to reconstruct all items that prove to be unusable or whose use proves to be impaired within the warranty period as a result of non-compliance with technical requirements, use of inappropriate materials, incorrect execution, incorrect or inappropriate measurement, construction, assembly or other non-compliance with the terms set down in the order. The Supplier shall restore the items as ordered to the place of installation carveage while bearing the costs of any additional work or ancillary costs required. The associated costs of disassembly, assembly, shipping, packaging, and ancillary costs such as any customs duties and taxes that may be payable etc. shall be borne by the Supplier. As a basic principle, all goods and services required for the eradication of any defects must be provided by the Supplier, particularly services in the fields of construction and electronics, process measurement and control. The Supplier shall also replace any non-built in spare parts that have been proven to be defective. In the event of a delay intended to replace the alleged defect being limited and shall include, if necessary, the entire order.

5. If the Supplier fails to resolve the identified defects within the agreed period, the warranty/ guarantee terms have not been fulfilled, the Customer shall be entitled to rescind or withdraw from the contract. If it is impossible to eradicate the defects or the Customer views this as impossible, the Customer shall be entitled to demand at the Supplier's risk to resolve these defects itself or instruct a third party to do so, which may be payable etc. shall be borne by the Supplier. As a basic principle, all goods and services required for the eradication of any defects must be provided by the Supplier, particularly services in the fields of construction and electronics, process measurement and control. The Supplier shall also replace any non-built in spare parts that have been proven to be defective. In the event of a delay intended to replace the alleged defect being limited and shall include, if necessary, the entire order.

6. The Supplier shall prepare a detailed test and inspection plan according to the guidelines of the Customer. The Customer shall be entitled to make use of any information requested after the order has been placed and with the resulting consequences shall be borne by the Supplier if evidence is provided of these circumstances. After the Customer has stated its intention to terminate the contract, the Supplier shall use its best efforts to keep the costs to be refunded by the Customer as low as possible. In the event that the Customer terminates this contract for reasons of premature termination of the contract, the Supplier must provide the Customer with an alternative delivery schedule to meet the requirements of the project. The Customer may make no demands for periods of suspension of work lasting 3 months or less.

11. SUBCONTRACTORS

The Supplier shall not appoint subcontractors without the prior written agreement of the Customer. The Customer shall be entitled to demand that the Supplier supply the goods or services ordered under the contract to its own subsidiaries or to their own subsidiaries. The Supplier shall be liable for all damages caused to third parties that result from the Supplier's actions and is solely responsible for any damages, such as third party claims, that result from the Supplier's actions. The Supplier is required to impose on its subcontractors all of its obligations in respect of the order, such as delivery, acceptance, payment and quality assurance. The costs associated with any information requested after the order has been placed and with the resulting consequences shall be borne by the Supplier if evidence is provided of these circumstances. After the Customer has stated its intention to terminate the contract, the Supplier shall use its best efforts to keep the costs to be refunded by the Customer as low as possible. The Supplier shall undertake to supply the goods and perform the services described in the order with the attention and care that a normal skilled professional possesses. The Supplier is required to arrange for and carry out all required tests and inspections and keep the resulting test reports in accordance with the agreed schedule. The Supplier is required to arrange for and carry out all required tests and inspections and keep the resulting test reports in accordance with the agreed schedule. The Supplier is required to arrange for and carry out all required tests and inspections and keep the resulting test reports in accordance with the agreed schedule. The Supplier is required to arrange for and carry out all required tests and inspections and keep the resulting test reports in accordance with the agreed schedule. The Supplier is required to arrange for and carry out all required tests and inspections and keep the resulting test reports in accordance with the agreed schedule.
1. DOCUMENTATION

1.1) Under the terms of this provision, documentation means documents related to construction, manufacturing, commissioning and maintenance, including technical, safety and working instructions, as well as product, process and measurement reports etc. for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/ equipment can be dismantled so that theSupplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible or at least visible from the test area. This applies in particular to the arrangement of the documents required for the test. The Supplier must build the equipment/subassemblies etc. such that the machine/equipment can be dismantled so that the Supplier can take part in the test and can remove the test equipment/subassemblies. The equipment/subassemblies etc. must be easily accessible from all sides, safe from accident and/or unless otherwise specified, unmovable.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or its agents takes place, provide detailed test results (test report, measurement reports etc.), for final testing and shall also take part in these tests at the Customer’s request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, machines, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.