

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions ("GT&C") are an integral part of the Agreement for all Agreements concluded between Crystalline Mirror Solutions GmbH (CMS) and customers and other contractual parties ("the Customer"). CMS concludes Agreements solely on the basis of these GT&C. CMS provides services solely on the basis of these GT&C. Any contradicting Customer declarations or any reference to its own GT&C are viewed as not submitted, and do not result in the GT&C of CMS becoming inapplicable.
2. The signatory on the part of the Customer declares that it is entitled to make the offer and conclude the Agreement, or to conclude the Agreement in the case of a collective authority to sign being given by one or the other entities, so that the Agreement comes into effect with his or her sole signature on the basis of such authorisation.
3. The signatory expressly states that the Customer has the required credit-worthiness for the prompt fulfilment of all obligations from the Agreement, and that the corresponding financial precautions have been taken in order to be able to fulfil the contractual obligations of the Customer in due time.
4. The contractually agreed prices are based solely on the written confirmation from CMS; fees, cash expenditures, manipulation costs, transport and assembly costs, insurance costs, etc. are not included but rather invoiced separately. All prices named by CMS are net prices; they do not contain any taxes, duties and other fees.
5. The validity period of the offer is 90 days from the date of the offer.
6. For Agreements that are to be rendered in partial services, CMS is entitled to invoice partial services at its own discretion.
7. All payments are due within 30 days after receipt of the invoice without any deduction; the amount owed must be available in the bank account of CMS upon the due date.
8. In the event of a payment delay, the Customer undertakes to pay default interest in the amount of 9.2% above the level of the base rate in effect on the due date. CMS is entitled to assert additional compensation claims and to invoice fees for payment reminders in the amount €10.00 per reminder; the assertion of all higher collection fees is expressly deemed to be agreed.
9. The ownership right and other contractually agreed rights pass to the Customer only upon the complete payment of the entire fee owed, together with any default interest. Retention of ownership to the benefit of CMS is maintained pending complete payment.
10. CMS manufactures products exclusively according to the Customer's specifications, provided that no standard products (products not manufactured to the Customer's specification) are ordered. The Customer is therefore required to examine specifications, plans and other information for accuracy and completeness before the information is conveyed to CMS. CMS is not required to examine the information conveyed by the Customer for accuracy, completeness, suitability, etc. The obligation to examine and provide information applies to the Customer only. Any errors resulting from this affect the Customer only. The Customer is required to compensate CMS adequately for any additional cost that results from incorrect information being conveyed by the Customer.
11. The term of delivery starts with the date named in the Agreement and the receipt of any agreed prepayment. If the Customer is required to specify the goods (conveying plans, technical and other specifications, conferring additional information), the term of delivery does not start before all required information has been conveyed to CMS in its entirety and the Customer has met all of its obligations. The term of delivery is adhered to if CMS hands over the goods for shipping or notifies the Customer of completion in writing. The term of delivery extends by a reasonable period of time if there are unforeseen events such as strikes, delivery problems on the part of the distributors or subcontractors of CMS, difficulties during consignment, etc. CMS will immediately inform the Customer of any events of this kind.
12. Unless otherwise agreed in writing, the place of delivery is the registered office of CMS (ex works, "EXW" - Incoterms 2000). If the goods are delivered ex works, the risk of destruction passes on to the Customer at the moment when CMS informs the Customer that the goods are ready for collection. The risk also passes on to the Customer when the goods are handed over to the shipper or carrier, even if CMS has organised the transport.
13. The Customer is required to examine the delivered goods and/or the services rendered promptly upon receipt. The Customer must notify of defects or damage in writing and with reason promptly upon receipt of the goods, or otherwise forfeit any claim. Customer claims against CMS for defects are subject to the statute of limitations and expire within six months of handover, irrespective of the legal grounds.
14. CMS must remedy any defects by choosing at its own discretion to amend, replace or supplement the missing part. The Customer may only demand a conversion or discount if CMS either refuses in writing and without cause to make amendments or if the third amendment attempt has failed. The Customer must prove within the first six months that the defect existed at the time of handover.
15. CMS undertakes to render the services to be rendered with the care of a conscientious businessman. Liability for negligence is excluded by mutual agreement. Liability on the part of CMS for damage that lies in its responsibility, irrespective of the legal basis, is limited to the amount of the agreed net order price from the respective individual Agreement. Liability for lost profit, subsequent and other damage is expressly excluded. Claims from product liability are excluded unless mandatory law provides otherwise.
16. The Customer must immediately inform CMS if the Customer is confronted with guarantee claims or other claims from third parties related to deliveries or services from CMS, or otherwise forfeits all rights.
17. All intellectual property rights in connection with deliveries or services remain in the ownership of CMS. The Customer is not entitled to amend or process the documents made available by CMS, or to use or exploit them for purposes other than those expressly agreed in the contract, or in a different local, temporal or factual framework. Circulation or other use, even in part, (e.g. for advertising, related products, etc.) is not permitted unless an express agreement to the contrary has been made in writing. All data remain in the ownership of CMS. If the Customer breaches one of the provisions, the Customer must pay CMS an adequate user fee in line with the fee stipulated in the Agreement. Furthermore, the Customer must pay CMS a penalty in the amount of the fee agreed for the respective individual order; this penalty is not subject to the judicial right of deduction. CMS expressly reserves the right to pursue further claims.

18. If the continued use of the goods by the Customer is contractually agreed, CMS must be expressly named as the producer and originator.
19. When issuing development orders, the Customer expressly acknowledges that CMS assumes no liability for successful development or development deadlines. All intellectual property rights relating to developments remain in the ownership of CMS, unless otherwise agreed in writing. The sale of products or prototypes or a development carried out for the Customer or together with the Customer neither explicitly nor implicitly leads to the granting of a licence or any other right to the Customer to manufacture products or apply procedures that are subject to patent law, trademark protection or any other property right of CMS.
20. CMS is entitled to transfer the rights and obligations arising from this Agreement to a third party, who takes the place of CMS in the Agreement.
21. The Customer is not entitled to offset any claims arising against CMS with claims that arise from this Agreement.
22. CMS is entitled to electronically store and process the data that are associated with the Agreement and its fulfilment, and that become known to CMS. When processing and handling, CMS may also use the services of other companies from the company group or of external service providers.
23. The Customer declares that it will only transfer data that are subject to the Data Protection Act to CMS for the fulfilment of the contractually agreed purpose if such data are not in conflict with the justified interests of third parties. CMS is not required to examine the lawfulness of data usage. The Customer indemnifies and holds CMS harmless for any claims from third parties.
24. The Agreement is subject exclusively to Austrian substantive law. Any principles of conflict of laws in other jurisdictions are not applicable. The place of fulfilment is the registered office of CMS. The Contractual Parties agree upon the exclusive jurisdiction of Vienna Innere Stadt as the competent court for all disputes arising from this Agreement or its breach, dissolution or invalidity shall be Vienna Innere Stadt. CMS is also entitled to assert claims at the general place of jurisdiction of the Customer or at another place of jurisdiction. If the Customer has its registered office in a country that has not ratified the Lugano Convention (BGBl 1996/448), or if the COUNCIL REGULATION (EC) No. 44/2001 of 22 December 2000 regarding the judicial jurisdiction and the recognition and application of decisions in civil and commercial matters is not applicable and it is not possible to apply any decision regarding the Agreement, CMS may also assert claims before a court of arbitration at its own discretion. In this case, the following arbitration clause is agreed between the contractual parties: "Disputes that arise from this Agreement or its breach, dissolution or invalidity are settled in accordance with the rules of arbitration and conciliation of the International Arbitration Court of the Chamber of Commerce Austria in Vienna (Viennese regulations) by a sole arbitrator named as per these regulations. The language of arbitration is German."
25. Changes of and additions to the Agreement as well as legally relevant declarations based on the Agreement must be made in writing. The written form requirement may only be departed from in writing.
26. The Customer is required to inform CMS of any changes to its mailing address promptly and in writing. Legally relevant declarations in connection with this Agreement must be issued to the respective Contractual Party at its most last known address. Delivery is thus also deemed effected if the other contractual party has moved away without notifying the new address. The deadlines associated with the Agreement are adhered to if the other contractual party receives the required declaration on the final day of the deadline.
27. The Agreement reflects the Agreement made between the Contractual Parties in full. By signing this Agreement, the Contractual Parties confirm that no additional Agreements have been made. Any agreements, commitments or other statements made in connection with the subject of the Agreement before the conclusion of this Agreement, herewith cease to be valid and are not applicable.
28. The Contractual Parties are fully aware of the services to be rendered and of their value. The Contractual Parties shall not - for any reason whatsoever - dispute the Agreement or raise corresponding judicial or extra-judicial objections. The objection of *laesio enormis* is expressly excluded.
29. Should individual provisions of this Agreement be or become invalid, the validity of the remaining Agreement is not affected. Invalid or void provisions must be rendered in such a way that they come as close as possible to fulfilling the economic and legal purpose. In a subsidiary manner, the Contractual Parties are required to replace invalid provisions with provisions that fulfil the intended legal and economic purpose, or come as close as possible to it.

December 2014