

General Terms of Delivery

issued by the Association of the Austrian Electrical and Electronics Industries (FEET)



1. Scope

These general terms apply to legal transactions between companies with regard to the delivery of goods, and analogously also to the provision of services.

2. Offer

2.1 Offers of the seller shall be considered non-binding.

2.2 Any documentation regarding offers and projects must neither be reproduced nor made available to third parties without the seller's consent. The return of such documents may be requested at any time and they shall be returned to the seller immediately once the order has been placed elsewhere.

3. Contract conclusion

3.1 The contract is deemed concluded once the seller has sent a written order confirmation or consigned a delivery after receipt of the order.

3.2 No warranty claims may be derived nor liabilities established from information provided in catalogues, brochures, advertising material, and written or oral statements not included in the contract.

3.3 Any subsequent amendments and supplements to these terms shall be confirmed in writing to be valid.

4. Delivery

4.1 The delivery period shall commence on the latest of the following dates:

- Date of order confirmation
- Date of fulfilment of all technical, commercial and other requirements incumbent upon the buyer;
- Date on which the seller receives an advance payment or security that needs to be provided before delivery of the goods.

4.2 Approvals by authorities and third parties that might be required for executing installations shall be obtained by the buyer. If such approvals are not obtained in time, the delivery period shall be extended accordingly.

4.3 The seller shall be entitled to effect and charge partial or advance deliveries. If delivery on cal has been agreed, the goods shall be deemed called up 1 year after the order was placed at the latest.

4.4 In case any unforeseeable circumstances or circumstances outside the parties' sphere of influence such as, for example, all instances of force majeure, occur, which prevent compliance with the delivery period agreed upon, the latter shall be extended by the duration of such circumstances in any case; this shall include, in particular, armed conflicts, official interventions and bans, transport and customs delays, transport damage, shortage of power and raw materials, industrial disputes and the loss of a crucial supplier that is difficult to replace. These above-mentioned circumstances shall also be deemed reasons for extending the delivery period if they affect sub-suppliers.

4.5 If, upon conclusion of the contract, a contractual penalty for default in delivery has been agreed, such penalty shall be paid in compliance with the following provision and, for the rest, any deviation from this provision in individual respects shall not affect its applicability:

In case of a delay in performance that has demonstrably occurred solely through the fault of the seller, the buyer shall be entitled to claim, for every full week of delay, a contractual penalty of no more than ½ %, up to a maximum of 5 %, of the value of that part of the overall delivery which cannot be used due to the delay in delivery of an essential part, provided a loss was incurred by the buyer in that amount.

Any further claims from the delay shall be excluded.

4.6 If acceptance has been agreed, the goods shall be deemed fully accepted upon commencement of their use in the context of the buyer's business operation at the latest.

4.7 The seller shall be entitled to use subcontractors with regard to all deliveries and elements of the performance, provided the seller informs the buyer accordingly.

5. Transfer of risk and place of performance

5.1 Unless otherwise agreed, the delivery of the goods shall be deemed sold EXW acc. to INCOTERMS® 2010.

gem. INCOTERMS® 2010 verkauft.

5.2 The place of performance of services is primarily the place specified in the written order confirmation, secondarily it is the place where the service is actually performed by the seller. The risk of a performance or partial performance agreed shall vest in the buyer upon performance being effected.

6. Payment

6.1 If no terms of payment have been agreed, 1/3 of the price shall be due upon receipt of the order confirmation, 1/3 after expiry of half the delivery period, and the rest upon delivery. Notwithstanding the above, the VAT included in the invoice shall be paid no later than 30 days following invoicing in each case.

6.2 In case of partial invoices, the partial payments shall be due upon receipt of the relevant invoice. This shall also apply to settlement amounts arising due to subsequent deliveries or other agreements beyond the original final amount, notwithstanding the terms of payment agreed for the main delivery.

6.3 Payments shall be made in the currency agreed to the seller's paying office without any deductions or charges. Any cheques or bills of exchange shall only be accepted as an undertaking to pay. All associated interest and expenses (such as debiting and discount charges) shall be borne by the buyer.

6.4 The buyer shall not be entitled to retain or offset payments on account of warranty claims or other counterclaims.

6.5 A payment shall be deemed made on the date the seller is able to dispose of the amount paid.

6.6 If the buyer is in default of any agreed payment or other performance from this or any other legal transactions, the seller may, without prejudice to any other rights the seller may have,

- postpone fulfilment of its own obligations until said payment or other performance has been effected, and claim an appropriate extension of the delivery period,
- demand payment of all outstanding receivables from this or other legal transactions and charge statutory default interest plus VAT for these

amounts, with effect from the respective due date, unless the seller is able to provide proof of any additional costs,

- in the event of qualified insolvency, i.e. after two instances of default, perform other legal transactions only against cash in advance.

At any rate, the seller shall be entitled to invoice pre-trial expenses, in particular dunning expenses and lawyers' fees, according to applicable statutory provisions.

6.7 The seller shall retain title to all goods delivered until full payment of the amounts invoiced plus interest and costs.

To secure the seller's purchase price claim, the buyer hereby assigns to the seller its claims from reselling goods subject to retention of title, even after they have been further processed, transformed or mixed. The buyer shall be authorised to dispose of the goods subject to retention of title in case of reselling with payment of the purchase price being deferred, on the condition that the buyer informs the secondary buyer about the assignment for security, concurrently with the resale, or notes down the assignment in its books. Upon request, the buyer shall inform the seller about the claim assigned and the relevant debtor and provide all information and documents required for collection of the claim and to notify the third-party debtor about the assignment. In case of seizure or other claims being made, the buyer shall be obliged to refer to the seller's title and to notify the latter immediately.

6.8. The seller shall be entitled to submit the invoice electronically.

7. Warranty and assumption of responsibility for defects

7.1 In case the terms of payment agreed are complied with, the seller shall be obliged, under the following provisions, to eliminate any defect existing at the time of handover that is detrimental to functionality and based on faulty design or material or poor workmanship. No warranty claims may be derived from information provided in catalogues, brochures, advertising material and written or oral statements not included in the contract.

7.2 Unless otherwise agreed, the statutory period of warranty shall apply. This shall also apply to objects of delivery and performance that are firmly attached to a building structure or to the ground. The warranty period shall commence at the time the risk is transferred under item 5.

7.3 If delivery or performance is delayed for reasons outside the sphere of influence of the seller, the warranty period shall commence two weeks after the latter's willingness to deliver and/or perform.

7.4 The warranty claim is contingent upon the prerequisite that the buyer has reported any defects that have occurred in writing in due time and that the seller receives this report. The buyer shall provide evidence that the defect exists within an appropriate period of time, in particular by providing to the seller the documents and/or data available on the buyer's premises. In the event of a defect subject to the warranty obligation under item 7.1, the seller shall, at its discretion, rectify the defective good or the defective part at the place of performance or arrange for it to be sent to its own place for rectification, or reduce the price accordingly.

7.5 Any supporting staff, lifting devices, scaffolding and incidentals required for performing warranty work on the buyer's premises shall be provided. Replaced parts shall pass into the seller's ownership.

7.6 If goods are manufactured by the seller based on design descriptions, drawings, models or other specifications provided by the buyer, the seller's liability shall only extend to execution as agreed.

7.7 Unless otherwise agreed, the warranty shall not include any defects that result from arrangement and assembly not effected by the seller, insufficient adjustment, non-compliance with installation requirements and conditions of use, excessive stress on parts beyond the performance specified by the seller, negligent or incorrect treatment and use of inappropriate operating material; this shall also apply to defects resulting from material provided by the buyer. Nor shall the seller be liable for damage resulting from acts by third parties, atmospheric discharges, overvoltage and exposure to chemicals. The warranty shall not cover the replacement of parts that are subject to natural wear.

7.8 The warranty shall lapse immediately once the buyer itself or a third party not explicitly authorised by the seller effects any modifications or repairs to the products delivered without written consent by the seller.

7.9 Provisions 7.1 to 7.8 shall apply accordingly to every instance of assuming responsibility for defects on other legal grounds.

8. Rescission of the contract

8.1 Unless any more specific provision was agreed, the buyer shall be entitled to rescind the contract for default in delivery resulting from gross negligence on the part of the seller and the unsuccessful expiry of a reasonable period of grace granted. Rescission shall be declared by means of a registered letter.

8.2 Notwithstanding its other rights, the seller shall be entitled to rescind the contract

- if the execution of the delivery and/or commencement or continuation of the performance becomes impossible for reasons within the sphere of responsibility of the buyer or is delayed despite an appropriate period of grace being granted,
- if concerns with regard to the solvency of the buyer have been raised and the latter does neither make an advance payment upon request by the seller nor provide suitable security before delivery,
- if the delivery period is extended due to the circumstances mentioned in item 4.4 for more than half of the delivery period originally agreed, but for at least 6 months, or
- if the buyer does not or not duly meet the obligations imposed upon it under item 13.

8.3 Rescission may also be declared with regard to an outstanding part of the delivery or performance for the reasons listed above.

8.4 If insolvency proceedings are opened with respect to the buyer's assets or a request for initiation of insolvency proceedings is rejected for lack of sufficient assets, the seller shall be entitled to rescind the contract without granting a period of grace. If such rescission is declared, it shall become effective immedi-

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ately once the decision is made not to continue the company. If the company is continued, the rescission shall become effective only 6 months after opening of insolvency proceedings or after rejection of the request for initiation for lack of assets. In any case, the contract shall be terminated with immediate effect, provided that the insolvency law governing the buyer does not provide for otherwise or if termination of the contract is essential to avoid serious financial disadvantages for the seller.

- 8.5 Notwithstanding the seller's compensation claims including pre-trial costs, in the event of rescission, every performance or partial performance already effected shall be settled and paid as contractually agreed. This shall also apply to any delivery or performance not yet accepted by the buyer as well as for any preparatory measures effected by the seller. The seller shall also be entitled to request the return of products already delivered instead.
- 8.6 Any other consequences of rescission shall be excluded.
- 8.7 Any claims asserted by the buyer for *laesio enormis*, error and frustration of contract shall be excluded.

9. Disposal of waste electrical and electronic equipment

The buyer domiciled in Austria shall ensure that the seller is provided with all relevant information enabling it to meet its obligations as a manufacturer/importer according to applicable statutory provisions.

10. Seller's liability

- 10.1 The seller shall be liable for damage outside the sphere of the Produkthaftungsgesetz [Austrian product liability act] – in line with statutory regulations – only if its intent or gross negligence is proven. Total liability of the seller in cases of gross negligence shall be limited to the lower of the net contract value or EUR 500,000. The seller's liability shall be limited to the lower of 25 % of the net contract value or EUR 125,000 per event of loss.
- 10.2 Unless otherwise agreed, any liability for slight negligence, with the exception of personal injury, and compensation for consequential damage, pure financial loss, indirect loss, production downtime, cost of financing, cost of substitute power, loss of power, data or information, lost profit, savings not achieved, interest losses and losses from third-party claims asserted against the buyer shall be excluded.
- 10.3 Unless otherwise agreed, all forms of compensation shall be excluded in case of non-compliance with any requirements for assembly, commissioning and use (such as those included in operating instructions) or official authorisation requirements.
- 10.4 If contractual penalties have been agreed, any claims of the buyer beyond that arising from the relevant title shall be excluded.
- 10.5 The provisions of item 10 shall finally settle all claims of the buyer vis-à-vis the seller, on any legal ground and title whatsoever, and shall also apply to all staff members, subcontractors and sub-suppliers of the seller.

11. Industrial property rights and copyright

- 11.1 If a product is manufactured by the seller based on design descriptions, drawings, models or other specifications provided by the buyer, the buyer shall fully indemnify the seller in the event of any violation of property rights.
- 11.2 Final planning documents such as plans, drawings and other technical documentation shall remain the intellectual property of the seller at all times, as shall samples, catalogues, brochures, images and the like, and shall be subject to the relevant statutory provisions with regard to reproduction, imitation, competition etc. Item 2.2 shall also apply to final planning documents.

12. Assertion of claims

All claims of the buyer shall be asserted in court within 3 years after performance of the services, otherwise they shall be forfeited, unless other deadlines are provided for by mandatory statutory provisions.

13. Compliance with export regulations

- 13.1 When passing on the goods supplied by the seller to third parties, together with the pertinent documents, regardless of the manner in which the latter are provided or the services performed by the seller, including technical support of any kind, the buyer shall comply with the applicable provisions of the national and international (re-)export regulations. In any case, the buyer shall comply with the (re-)export regulations of the seller's country of domicile, the European Union, the United Kingdom of Great Britain and Northern Ireland and the United States of America when passing on the goods and/or services to third parties.
- 13.2 If required for export control checks, the buyer shall immediately provide to the seller upon request all necessary information, among others about the final recipient, final destination and purpose of use of the goods and/or services.

14. General information

- 14.1 If individual provisions of the contract or of these terms & conditions should be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with a valid provision that approximates the intended objective as closely as possible.
- 14.2 The German-language version shall be deemed the authentic version of the terms & conditions and shall be used to interpret the contract.

15. Place of jurisdiction and applicable law

The exclusive place of jurisdiction for resolving all disputes arising from the contract – including those regarding its existence or non-existence – shall be the court with subject matter jurisdiction at the seller's head office; in Vienna, this shall be the court located in the district of the Local Court of Innere Stadt. The contract shall be governed by Austrian law to the exclusion of conflict of law rules. Application of the UNCITRAL UN Convention on Contracts for the International Sale of Goods shall be excluded.

16. Reservation clause

Performance of the contract on the part of the seller shall be subject to the reservation that no obstacles exist under national or international (re-)export regulations, in particular no embargoes and/or other sanctions.



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Electrical Sector
Eaton Industries (Austria) GmbH

Selling Country – Austria
Additional Terms & Conditions of
EATON companies in Austria –
sale of goods

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I. General provisions

1. Goods and services (hereinafter referred to as the Goods) from the above mentioned EATON companies (herein referred to as Eaton or Supplier) shall be provided exclusively in accordance with the General Terms of Delivery issued by the Austrian Electrical and Electronics Industry Association (hereinafter referred to as the FEEI Conditions), supplemented by these additional terms and conditions of EATON companies in Austria (hereinafter jointly referred to as the Business Conditions).

2. By accepting an offer or quotation, an order confirmation or, on placement of an order or acceptance of Goods from EATON whatever occurs first, the Purchaser acknowledges that the Business Conditions apply to all business relations with EATON. Once agreed upon, the Business Conditions shall also be deemed to have been agreed upon for future agreements.

3. The business conditions of the Purchaser or a third party shall not apply, even if Eaton does not separately object to their validity on a case-by-case basis or makes reference to different terms or conditions might it be those of the Purchaser or those of a third party. The same shall also apply if Eaton, in awareness of the Purchaser's general business conditions, carries out the delivery to said party unconditionally.

4. No variation to these Terms shall be binding unless agreed in writing by an authorized representative of Eaton.

II. Changes and amendments to the FEEI Conditions

The following changes and amendments to the FEEI Conditions shall apply:

1. Number 6.7 of the FEEI Conditions shall be changed as follows: The delivered goods shall remain the Supplier's property until all outstanding payments in respect of such supplies are made in full. Deviating to section 6.1 the start of the period for calculating the

due date of an invoice shall be the respective invoice date.

2. Number 5 of the FEEI conditions shall be changed as follows: Unless otherwise specified by EATON in writing, delivery shall be made CPT (Incoterms 2010) for road freight and parcel deliveries at the Purchaser's warehouse; or for ocean and air freight deliveries, FCA (Incoterms 2010) at the origin loading port or warehouse as agreed between the Parties in writing.

3. Number 6 of the FEEI conditions shall be supplemented as follows: If bankruptcy proceedings are instituted against the assets of Buyer or if an application for bankruptcy proceedings is not granted for insufficiency of assets, deliveries shall only be made against cash in advance.

4. Number 7.2 of the FEEI Conditions shall be changed as follows: The warranty period shall be 12 months.

5. For an order of goods with a total purchase price of less than 50,00 (fifty) EUR we will charge the customer an order value of 50,00 (fifty) EUR. For orders of PQ products less than 500,00 (five-hundred) EUR a shipping and handling charge of 50,00 (fifty) EUR will be charged.

6. The dispensation of packaging of all products has already been obtained under the license number ARA 3115.

7. The disposal of old appliances has already been obtained under the license number ERA 50384.

III. Prices

1. Prices shall be quoted ex works or ex Supplier's warehouse without VAT, packing and packaging, loading, disassembly and take-back and proper recycling. Purchaser shall be liable for any and all charges, taxes or other duties levied in respect of delivery. If the terms of delivery include transport to a destination designated by Purchaser, transport costs as well as the cost of any transport insurance desired by Purchaser shall

be borne by the latter. Delivery does not, however, include unloading and subsequent handling. Packaging materials will be taken back only by express agreement.

4.2. Supplier reserves the right to modify prices if the order placed is not in accordance with the offer submitted.

4.3. Prices are based on costs obtaining at the time of the first quotation. In the event that the costs have increased by the time of delivery, Supplier shall have the right to adjust prices accordingly.

IV. Technical information, catalogue, information

Considering the numerous devices, materials and programs brought into the market and the different machining and processing methods, all of these beyond the control of the Supplier, the Supplier does not provide any guarantees of the fitness for purpose of the respective Goods. All drawings, descriptive matter, specifications and advertising issued by Supplier and any descriptions or illustrations contained in Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They will not form part of any agreement in general or the warranty provided under the Business Conditions. A warranty for consequential damage is excluded, even for exceptionally granted guarantees. Eaton may make any changes in the specifications, design or materials of the Supplies which are required to conform with any applicable safety or other statutory requirements, or where the Supplies are to be supplied to Eaton's specifications, which do not in Eaton's reasonable opinion materially affect the quality or performance of the Supplies.

V. Instructions and product monitoring

1. The Purchaser shall carefully follow the product instructions issued by the Supplier and shall forward them to its customers with specific reference to ob-

serve them and oblige its customers to draw up a corresponding agreement with their own customers, This shall also apply when the Goods are combined, amalgamated, mingled or processed with other items that are not the property of the Supplier.

2. Should the Purchaser fail to fulfill its obligations under number IV clause 1, and if corresponding product liability claims are enforced against the Supplier, the Purchaser shall hold harmless the Supplier from the claims. As far as the Purchaser contributed to these claims this will be taken into consideration pursuant to Sec. 1304 ABGB.

3. The Purchaser shall monitor the Goods and their application. This shall also apply following resale, be it in unprocessed, processed, combined, amalgamated or mingled form. This duty specifically addresses the discover age of harmful or detrimental characteristics of the Good or an application considered to be hazardous or having hazardous consequences. The Supplier must immediately be informed of any respective discovery.

VI. Export Regulations and Anti-Corruption

Number 13 of the FEEI Conditions shall be amended as followed:

1. The performance of any obligations under these Terms is conditional upon that no hindrances attributable to applicable local, United Nations (UN) or United States of America (US) or otherwise applicable national, European Union or international rules of foreign trade law or any sanctions or any embargoes exist.

2. The Purchaser shall comply with all laws as set forth in clause 1. The Purchaser shall not take any action which could place Eaton or any other associated company in jeopardy of breaching or violating any such laws, regulations, provisions and/or acts or any interpretations thereof.

3. The Purchaser agrees to comply fully with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the



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Purchaser is registered, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. The Purchaser agrees to comply with Eaton's Worldwide Anti-Corruption Policy and Worldwide Gift & Entertainment Policy, copies of which are available on request.

4. The Purchaser shall observe at all times Eaton's Code of Ethics and related policies, copies of which are available upon request.

5. The Purchaser agrees to indemnify, defend and hold Eaton harmless from any breach of the Purchaser's obligations under this clause V.

VII. Intellectual Property Rights

Number 12 of the FEEI conditions shall be amended as follows:

1. Each Party shall remain the owner of its Background IP and nothing contained in these terms shall imply any transfer of title of Background IP. Eaton shall be the sole owner of all Foreground IP and shall have full title to such rights.

2. The Purchaser shall not do or authorise any third person to do any act which would or might damage or be inconsistent with the Trademarks (which term for purposes of these Terms shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other trade names, whether registered or unregistered) used by Eaton in relation to the Supplies or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Supplies. The Purchaser shall not use or authorise any third person to use the Trademarks used by Eaton in relation to the Supplies on any stationery, advertising, promotion or selling material other than the Supplies or other such materials supplied by Eaton to the Purchaser. All advertising, promotion and selling materials supplied by Eaton to the Purchaser shall remain the property of Eaton and the Purchaser shall not permit any other person to make use thereof. The use in any form of the

name "EATON" or Eaton's logo in the official name, company name, trading or business name, domain name or other similar name of the Purchaser requires the prior written approval of Eaton.

3. The Purchaser agrees to inform Eaton promptly about any infringement of any of Eaton's trademarks or other Intellectual Property Rights or of any act of unfair competition of which the Purchaser has knowledge. Eaton and the Purchaser shall then jointly decide on appropriate action. The Purchaser agrees to assist in every way possible in legal actions taken by Eaton or its affiliated entities in this regard.

4. If any claim is made against the Purchaser that the Supplies infringe or that their use or resale infringes the rights of any third party, Eaton may (at its option) either secure the Purchaser's right to continue to use the Supplies or replace or modify the Supplies to make them non-infringing, or if neither of these alternatives is reasonably available to Eaton, refund the purchase price.

5. In these Terms:

5.1 "Background IP" means any intellectual property and Intellectual Property Rights existing before the date of the Acceptance, and any Intellectual Property Rights generated after the date of Acceptance but outside the scope of these Terms;

5.2 "Foreground IP" means all intellectual property and Intellectual Property Rights generated under these Terms; and

5.3 "Intellectual Property Rights" means any intellectual and industrial property rights including, but not limited to, copyright, moral rights and neighbouring rights, all rights in relation to: inventions (including patent rights and utility models), trademarks, confidential information (including trade secrets and know how), drawings, prototypes, algorithms, software, mask works and semiconductor topographies and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field, afforded by law

anywhere in the world whether registered or unregistered or capable of registration and all applications therefore.

VIII. Confidentiality and Announcements

1. "Confidential Information" means all information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), including information in connection with these Terms and the transactions contemplated therein, or any related agreement, which by its nature is intended to be for the knowledge of the receiving Party alone, which is marked as "confidential" or "proprietary" or which is otherwise confidential, and all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question.

2. Neither Party, including but not limited to its affiliated entities, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these Terms make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Supplies which it may receive or obtain either directly or indirectly, or make any public announcement, communication or circular concerning the transactions to which these Terms shall apply, but shall not apply to any information which (i) was publicly known at the time of disclosure to the receiving Party or becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party; (ii) was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party; (iii) is developed independently by the receiving Party or its Affiliates, and without reference to any of the disclosing

Party's Confidential Information or other information has disclosed in confidence to any third party, as evidenced by contemporaneous written records; (iv) required by law, by a rule of a listing authority or stock exchange to which either Party is subject or submits provided that only such Confidential Information as is strictly required is disclosed; or (v) is rightfully obtained by the receiving Party from third party authorised to make disclosure thereof without restrictions.

3. A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these Terms. No warranties of any kind (whether express, implied or statutory) are made in connection with the Supplies as to the accuracy or completeness of the Confidential Information disclosed.

4. This obligation shall remain in force for 5 (five) years following the fulfilment of the Supplies.

IX. Force Majeure

1. If Eaton is prevented, hindered or delayed from or in performing any of its obligations under these Terms (other than a payment obligation) by a Force Majeure Event, Eaton's obligations under these Terms are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed.

2. "Force Majeure Event" means an event beyond the reasonable control of Eaton including, without limitation, strike, lock out, labour dispute, (but excluding strikes, lockouts and labour disputes involving employees of Eaton, supply difficulties and delays, breach of contract or disputes with the sub-contractors of Eaton, act of God, war, riot, civil commotion, malicious damage (but excluding malicious damage involving the employees of Eaton) compliance with a law or governmental order, rule, regulation or direction, embargoes and trade limitations, accident, breakdown of plant or machinery fire, flood, storm and difficulty or increased cost in obtaining workers, goods or transport.



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3. Where a Force Majeure Event in the meaning of clause VIII.2 substantially changes the economic importance of the contents of the Supplies or considerably affect the Purchaser's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. To the extent this is not justifiable for economic reasons; Eaton shall have the right to rescind the contract. If Eaton intends to exercise its right to rescind the contract, it shall notify the Purchaser thereof without undue delay after having realized the repercussions of the event; this shall also apply even were an extension of the delivery period has been agreed with the Purchaser.

Impressum

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