

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of  
GZT-Geldzähltechnik Gesellschaft m.b.H.  
with registered office at  
3425 Langenlebar, Schiffmühlstraße 1  
Version 09/04

## I. Scope

(1) All GZT Geldzähltechnik Gesellschaft m.b.H.'s (hereafter referred to as "GZT") deliveries, services and quotations are executed exclusively according to the valid version of the General Terms and Conditions of Sale and Delivery (hereafter referred to as "GTCSO"). The GTCSO also apply for all future quotations and services.

(2) **Agreements** and conditions, which **conflict** with the GTCSO and the CUSTOMER'S General Terms and Conditions, are herewith **void** for the present and future legal transactions.

(3) Employees, business travellers and sales representatives are not authorised to make any commitments whatsoever.

(4) **Deviations** from the GTCSO shall in each case require GZT's explicit prior **written approval** in order to be legally binding.

## II. Terms and Conditions

(1) The basis for GZT's services and/or deliveries to be performed is the CUSTOMER'S **order** as well as the **data, documents, information and specifications provided** by the CUSTOMER. GZT has no obligation to verify the data, documents or information provided by the CUSTOMER for potential lack of clarity, incompleteness or to determine if the information is suitable for the intended purpose.

(2) GZT's **quotations** are **subject to change**. **Information** and statements **concerning any product characteristics** whatsoever in price lists, catalogues, brochures, product descriptions, and other printed matter, in the internet or public communication, are only an indication and represent **non-binding information** concerning average values. The terms of §922, paragraph 2 of the General Civil Code are waived.

(3) An order takes effect only following GZT's **written confirmation**, or following the actual delivery and/or service being performed. The lack of communication, or silence, does not imply that GZT has accepted the order. The CUSTOMER is obliged to check the order confirmation immediately. If the order confirmation differs from the order, then the order confirmation is deemed to have been **accepted** by the CUSTOMER if the CUSTOMER does not communicate a contrary statement within a **3 day** period.

## III. CUSTOMER'S obligation to cooperate

(1) The CUSTOMER'S obligations to cooperate and the prerequisites for installation are based on the respective order.

(2) The CUSTOMER is obliged to support GZT to the best of his abilities and to cooperate in fulfilling the order. The CUSTOMER in particular shall provide all information as well as complete documents and data in due time and in suitable form (including electronic), as it is required and useful in order to fulfil the order.

(3) The CUSTOMER shall immediately inform GZT of all difficulties, problems, and circumstances, which are relevant for the fulfilment of the order.

## IV. GZT services

(1) GZT's cash processing system's counting and sorting accuracy, as well as the system's ability to identify counterfeit and foreign currency correspond to the current state of technology at the time of the contract's conclusion. Contingent upon physics and technology, counting failures, sorting failures or damage can occur in cash processing systems, which are perfect according to the current state of technology, even if the systems are properly maintained. The failures or damage can, for example, occur due to damaged, chemically or physically treated cash, worn or dirty cash, cash deviant in size or nature from the applicable standards, cash beyond the tolerance of GZT's measurement system, unknown or changed foreign currencies, new or unknown forgeries, as well as due to the introduction of new banknotes. A liability of GZT in this regard is therefore excluded.

(2) If the cash processing systems are connected to the CUSTOMER'S computer network and/or integrated in this, the

access to the systems by unauthorised parties, their manipulation and/or damage (arising from viruses, worms, etc.), even in case of the utmost care taken by GZT, can no longer be excluded. A liability for such damages is excluded in any and all cases.

## V. Delivery times and dates

(1) **Delivery times and dates** are quoted as **estimated** dates even if this is not explicitly mentioned. GZT will endeavour to meet the delivery dates. The meeting of the delivery times and dates assumes the fulfilment of all of the CUSTOMER'S contractual obligations during the ongoing partnership. Late submission of data, information and documents by the CUSTOMER, which are required for the order execution, will lead to a corresponding extension of the delivery times and dates.

(2) **Production and delivery obstacles**, which are **not caused by GZT**, such as force majeure, strikes, interruption of operations, supply difficulties, reduction and loss of working hours, transportation difficulties, as well as interventions by authorities, will result in an **adequate extension** of the delivery times and dates.

(3) In case of a **delivery delay** caused by GZT, the CUSTOMER can, precluding any further claims, either demand fulfilment of the delayed goods or announce the **withdrawal** from the contract by expressly setting, in writing, an appropriate **grace period of at least 8 weeks**. The withdrawal is only legally binding if GZT intentionally or negligently misses the clear grace period deadline. In the case of multiple delivery contracts, the right of withdrawal exists only for each single delivery. In the case of a custom-made product, the grace period shall be defined by taking the nature and characteristics of the customisation into account.

(4) GZT has the right to make **partial deliveries**.

(5) GZT reserves the right to determine the **mode of transportation**. The **shipment terms** are **"ex-works (EXW) according to Incoterms 2000"** (ex-works GZT factory, for example, **EXW TULLN**) and always at the CUSTOMER'S risk and expense. All transport will not be unloaded. As the shipments leave GZT ex-works, the risk is also transferred to the CUSTOMER even if "free house delivery" or "carriage paid" was agreed. GZT has the right, but not the obligation, even without the CUSTOMER'S explicit order, to take out insurance against all transportation damages at the CUSTOMER'S expense.

(6) GZT has the right to **demand the immediate payment** of all due and not yet due amounts if an insolvency proceeding has been opened against the CUSTOMER, if the bankruptcy application against the CUSTOMER'S assets has been rejected due to lack of funds, if an execution proceeding against the CUSTOMER has been opened, if the CUSTOMER'S financial situation has worsened, if the credit information about the CUSTOMER is concerning, or if the CUSTOMER has overdue payments. Additionally, GZT has the right in all these cases to request **pre-payment or a bank guarantee** for all confirmed orders, even if this has not been agreed between the parties.

(7) "Call-off" orders or goods ordered "on pick-up", or the like, will be stored from the time of the agreed call-off and/or collection date at the CUSTOMER'S risk and expense at GZT'S premises or, at the discretion of GZT, at a third party's premises. In the event that the CUSTOMER is in default of acceptance of the shipment for reasons, which may or may not be directly attributable to the CUSTOMER, GZT has the right, with prior notice, to dispose of the goods on the open market, especially to sell the goods to third parties.

## VI. Rights and retention of title

(1) All rights to **documents such as drawings, plans and samples** are reserved. It is not permitted to edit, copy, or to make the documents available to third parties, or to give the documents to third parties, without prior agreement. Furthermore, the documents must be returned upon request.

(2) GZT **explicitly** reserves **the title of the delivered goods until the payment is made in full**. GZT has the right to request that the delivered goods be returned in case of a delay in

payment; the return of the delivered goods does not represent a withdrawal from the contract. GZT will sell the delivered goods on the open market and credit the collected proceeds, less any fees associated with the return and sale of the goods, to the CUSTOMER. GZT pledging the delivered goods does not imply that GZT waives the right of ownership.

(3) In case of the CUSTOMER's **disposal of the delivered goods**, all of the CUSTOMER's **claims** against third parties resulting from the sale, or other disposal of the delivered goods, are **assigned to GZT for payment** up to the amount of the outstanding payments, which the CUSTOMER owes GZT. The CUSTOMER is obliged to provide comprehensive information concerning the purchaser, purchase price, delivery date, location of the goods, etc., as well as the disclosure of the assignment in favour of GZT. If payments are collected by the CUSTOMER, the CUSTOMER is obliged to keep the proceeds separately. If third parties access the delivered goods, including confiscation, pledging and the like, the CUSTOMER shall point out GZT's right of ownership and immediately inform GZT in writing. GZT agrees to entirely indemnify and hold the CUSTOMER harmless for all the time and effort required to defend against any access to the delivered goods.

(4) GZT **has the right**, with prior notice, to **withdraw from the contract** and to **collect** the delivered goods if the CUSTOMER is delayed with the fulfilment of his duties for reasons, which may or may not be directly attributable to the CUSTOMER, or circumstances occur which jeopardise GZT's claims (see, for example, point 4 of the GTCSD).

#### VII. Prices / Payment terms

(1) All prices are quoted in Euro **excluding VAT** and excluding packaging, delivery, freight or postage costs, and apply from GZT's registered office.

(2) The fees are due to GZT in full even if the contract is not fulfilled for reasons, which are not within GZT's sphere of influence. The compensation regulation of §1168, paragraph 1 of the General Civil Code is waived.

(3) The **prices** quoted by GZT are **non-binding**, unless agreed to be binding in writing. GZT has the right to charge the CUSTOMER for **price increases** due to significantly increased material, transportation or supplier costs, as well as for increased personnel costs due to mandatory regulations. Costs related to a subsequent change and/or adjustment to the contract shall be borne by the CUSTOMER.

(4) GZT has the right to issue interim invoices.

(5) In case of a **payment delay**, the CUSTOMER shall pay an **interest rate** of 8% above the European Central Bank's bank rate, but at least 1% per month. Any and all discounts, reductions and other benefits granted, do not apply in case of a payment delay or filing of an insolvency proceeding against the CUSTOMER. In the event of a payment delay, the CUSTOMER is obliged to pay the costs associated with collecting the debt such as applicable lawyer and reminder fees.

(6) The CUSTOMER does not have the right to withhold payments due to warranty claims or other counter-claims, which are not accepted by GZT. The CUSTOMER **off-setting** his own counter-claims against GZT's claims, either in or out of court, **is not permitted**.

(7) GZT has the right to **discontinue all activities** and to only provide them against pre-payment, or to **withdraw from the contract**, if a significant **deterioration** of the CUSTOMER'S financial situation occurs, no acceptable credit information about the CUSTOMER is published, or if the CUSTOMER is more than 3 weeks in default of payment despite the reminder(s).

(8) GZT reserves the **right of ownership** of all delivered goods (for example for data storage media) until payment is made in full. GZT has the right to request that the delivered goods be returned in case of a delay in payment.

#### VIII. Rights to use and exploitation rights / Rights of third parties

(1) Unless otherwise agreed in writing in order to be legally binding, only following **full payment**, and in conjunction with the order's contents and results created by GZT, and specifically as defined by the Copyright Act (e.g. for software), the CUSTOMER receives a non-exclusive and non-transferable **right to use** (license of utilisation). The scope and geography of this right is limited to the contract's purpose. The CUSTOMER'S cooperation does not give the CUSTOMER any rights to use or rights of exploitation.

(2) The CUSTOMER, by submitting, or in conjunction with submitting the order, guarantees GZT, **not to infringe any copyright law, right of publicity, personal rights, trademark law or other rights of third parties** by transmitting documents or data, for example. The CUSTOMER agrees to indemnify and hold GZT harmless concerning any claims, which are made by third parties due to the infringement of such rights, including the time and effort for the defence of such claims, especially those claims according to the Unfair Practices Act and the Trademark law.

(3) The **acquisition of any rights to use and exploitation rights** by the CUSTOMER only takes place after full payment of all invoices to GZT. GZT reserves any rights to use and exploitation rights until this time. Additionally, in case of a delay of payment, GZT has the right to request that the CUSTOMER stops using the products and services delivered.

#### IX. Legal Review

(1) The CUSTOMER notes that neither the documents provided by the CUSTOMER, nor the services delivered by the CUSTOMER, or by third parties by means of substitution, are subject to a legal review by GZT. The CUSTOMER is obliged to **perform a legal review** at his own expense. If the CUSTOMER requires GZT to perform a legal review, a separate and written order shall be submitted to GZT in order for the request to be legally binding.

(2) GZT assumes no liability or guarantee for any breaches of legal regulations of any kind, such as the provisions of the Unfair Practices Act, Trademark law or other Public law provisions, etc., or for any resulting costs and damages, including processing costs, removal costs, or frustrated costs for the delivery of products and services. The CUSTOMER agrees to indemnify and hold GZT harmless in this respect and from all costs to defend against such claims.

#### X. Warranty

(1) GZT **does not guarantee a particular applicability or usability** of the delivered products and services without an explicit written commitment. GZT only guarantees against material defects if the sub-contractor can provide a replacement, and additionally GZT should verifiably have been able to recognise the defect with reasonable care.

(2) The CUSTOMER is obliged to immediately and thoroughly verify GZT's **delivered products and services** and to immediately **admonish potential defects** with a **written** detailed description of the defect, otherwise any claims associated with a defect will be void. The CUSTOMER has no right to retain payments due to insignificant defects, or to retain payments for a portion of the order because another portion of the order shows significant defects.

(3) The CUSTOMER is under the obligation to produce evidence of the defect at the time of delivery. The CUSTOMER is obliged to support GZT in defining and resolving the defect and to provide all required support (for example, to provide access, to provide documentation, etc.). If the CUSTOMER does not comply with the **duty to cooperate** for the defect's resolution despite GZT's written reminder, then any claims resulting from a defective product or deficient service are void. Furthermore, all claims are void if the CUSTOMER, or third parties, modify or repair the products without GZT's prior written agreement.

(4) In case of timely and justifiable complaints and precluding any further claims, the defects will be corrected within a reasonable period of at least 6 weeks. At GZT's discretion, the resolution will be either via a **correction or a replacement**. At GZT's request, the CUSTOMER shall send the defective goods to GZT for defect resolution, freight and packaging to be paid by the CUSTOMER. In case of minor defects, GZT has the right, but is not obliged, to grant a reasonable price reduction in lieu of a correction or replacement, especially if a replacement or improvement requires unreasonable effort. In case of minor and non-minor defects and precluding any further claims, GZT has the right, but is not obliged, to take back the goods and provide a credit note for the order value, less any potential usage fees. The original warranty period is not interrupted because of any corrections or replacements.

(5) Any warranty claims for the goods and/or services delivered are void if the CUSTOMER or a third party do not properly use, modify, rework, improperly install, maintain, repair, or infringe upon installation and operating instructions. Any warranty claims for the goods and/or services delivered are also void if goods and services are not used with appropriate working materials or original spare parts, or if the goods or services are improperly dealt with.

(6) If GZT fails to meet a reasonable deadline to correct a defect in the event of a timely and justifiable complaint, then the CUSTOMER can withdraw from the contract or request a reasonable reduction of the agreed fee. In case of minor defects, there is no right of withdrawal.

(7) Warranty claims **shall expire after 6 months** from the agreed delivery date or, if this shall be earlier, from the actual handover date of the goods and/or service delivery to the CUSTOMER.

#### **XI. Indemnity**

(1) GZT's **liability is limited** to those verifiable damages, which are caused deliberately or due to gross negligence. The burden of proof for the intention and gross negligence is with the CUSTOMER. Compensation for consequential damages, financial losses, loss of profit, and damages resulting from claims by third parties against the CUSTOMER is excluded in all cases. The compensation for damages is limited to **the amount of the order value**.

(2) Claims for damages must be **asserted by judicial process** at the latest **within one year** following the product and/or service delivery; otherwise the claim will be void. No liability shall be assumed for damages asserted or generated after the expiration of this deadline.

(3) The previous limitations of liability shall also apply to damages caused by third parties, which can be attributed to GZT according to §1313a of the General Civil Code.

(4) In case of servicing or other changes to GZT's deliveries and/or services by third parties, or by companies not authorised by GZT, or by the CUSTOMER, all of the CUSTOMER's warranty claims and claims for damages shall be void.

#### **XII. Substitution**

(1) GZT has the right to use third parties as substitution (for example, programmers, service technicians, etc.) to fulfil contractual obligations for the CUSTOMER. In this case, GZT's liability is limited to a careful selection of third parties; GZT assumes no warranty and/or liability for services provided by third parties.

#### **XIII. Place of fulfilment and jurisdiction**

(2) The place of fulfilment for all obligations resulting from the contractual relationship is **GZT's registered office**.

(3) Austrian Substantive Law applies for all claims and disputes, which result from the contractual relationship; the terms of the United Nations Convention on Contracts for the International Sale of Goods do not apply. The exclusive **jurisdiction** is the responsible court in **TULLN**.

#### **XIV. Miscellaneous**

(1) Commitments from GZT, or changes to this agreement, shall in each case be made **in writing** in order to be legally binding.

(2) If the written form is a requirement, a transmission via fax or e-mail is sufficient to meet this requirement.

(3) GZT's deliveries to the CUSTOMER take place to the CUSTOMER's last known address, which the CUSTOMER provided in writing. The CUSTOMER is obliged to communicate address changes to GZT, otherwise the deliveries to the last known address shall be deemed as delivered.