

**General terms and conditions for business transactions with companies, legal entities under public law or special assets under public law****1. General**

The offer, acceptance of an offer, order confirmation and the sale of any products are subject to our general terms and conditions in the most recent version. Our general terms and conditions shall also apply to all subsequent deliveries without express agreement. Oral and telephonic agreements which deviate from our general terms and conditions shall apply only if confirmed by us in writing. We hereby object to any counter confirmation, counter offer or other reference by the purchaser to its general terms and conditions; deviating terms and conditions of the purchaser shall apply only if they have been confirmed by us in writing.

**2. Offers/orders**

- a) Our offers shall not be binding. Orders placed by the purchaser shall be deemed accepted only if they have been confirmed by us in writing.
- b) The purchaser shall bear responsibility for the accuracy of the order, and is also responsible for ensuring that any required information regarding the goods ordered is forwarded within a reasonable period so that the order can be executed in accordance with the contract.
- c) Details contained in our catalogues, brochures, price lists, advertising material and presentations serve merely to describe the product(s) and become an integral part of the contract only if this is expressly agreed in writing.

**Termeni si conditii generale pentru tranzactii incheiate cu societati private, entitati publice sau privind bunuri publice cu regim special****1. Generalitatii**

Oferta, acceptarea unei oferte, confirmarea comenzilor si vanzarea oricaror produse sunt supuse termenilor si conditiilor generale in versiunea cea mai recenta. Termenii si conditiile generale se vor aplica de asemenea tuturor livrarilor subsecvente, chiar in lipsa unui acord expres. Intelegerea verbala sau telefonice care deroga de la termenii si conditiile noastre generale vor produce efecte numai sub conditia confirmarii noastre scrise. Prin prezenata ne opunem oricarei confirmari contrare, oferte contrare ori altei trimiteri a cumparatorului la propriii termeni si conditii generale; termenii si conditiile derogatorii ale cumparatorului vor produce efecte numai daca au fost confirmate de noi in scris.

**2. Oferte / Comenzi**

- a) Ofertele noastre nu creeaza obligatii in sarcina noastra fata de terti. Comenzile plasate de cumparator vor fi considerate acceptate doar daca au fost confirmate in scris de noi.
- b) Cumparatorul va fi raspunzator pentru acuratetea comenzi, fiind de asemenea responsabil sa se asigure ca orice informatie solicitata privind bunurile comandate este inaintata intr-un termen rezonabil, astfel incat comanda sa fie executata in conformitate cu contractul.
- c) Detaliile din cataloagele, brosurile, liste de preturi, materialele de publicitate si prezentarile noastre au rolul de a descrie produsul/produsele si devin parte integranta a contractului numai in masura in care se convine astfel in mod expres si in scris.

<b>3. Delivery</b>	<b>3. Livrarea</b>
<p>a) Delivery periods are binding only if they have been agreed by us in writing.</p>	<p>a) Termenele de livrare sunt obligatorii doar daca au fost confirmate de noi in scris.</p>
<p>b) Unless otherwise agreed in writing in an individual case, our deliveries shall be EXW (ex works), Incoterms 2010, with Sun Chemical AG, Perfektastrasse 82, 1230 Vienna, as place of delivery. In the event of our assistance with loading, the purchaser shall indemnify and hold us harmless in relation to any/all resulting claims. The delivery is fulfilled and the risk transferred to the purchaser from the moment we inform the purchaser that the goods are ready for collection.</p>	<p>b) In masura in care nu se convine altfel in scris intr-un caz particular, livrarile vor fi efectuate conform regulilor EXW (ex works), Incoterms 2010, prin Sun Chemical AG, Perfektastrasse nr. 82, 1230 Viena, ca loc al livrarii. In cazul in care oferim asistenta la incarcarea marfii, cumparatorul ne va despargubi si ne va exonera de orice raspundere impotriva oricaror/tuturor pretentilor ce ar rezulta cu acest prilej. Livrarea este finalizata si riscul este transferat cumparatorului in momentul in care informam cumparatorul ca bunurile pot fi preluate de acesta.</p>
<p>c) Delivery and packaging costs shall be borne by the purchaser unless otherwise agreed.</p>	<p>c) Costurile de livrare si impachetare sunt suportate de cumparator, daca nu se convine altfel.</p>
<p>d) If "free buyer's domicile" deliveries are agreed, we reserve the right to determine the method of transport and the carrier to the place of delivery. The purchaser shall bear the cost of other transport arrangements which he requests. The goods shall be transported in any event at the risk of the purchaser. The taking out of transport insurance or any other insurance is left to the purchaser, with any resultant arising costs to be borne by the purchaser alone.</p>	<p>d) In situatia in care agream ca livrarile sa fie de tipul "free buyer's domicile", ne rezervam dreptul de a alege modalitatea de transport si transportatorul pana la locul livrarii. Cumparatorul va suporta costul generat de modalitatile de transport pe care le-a solicitat. In toate cazurile, riscul transportului de bunuri va fi suportat de cumparator. Eliminarea asigurarii de transport sau a oricarei alte asigurari va fi lasata la alegerea cumparatorului, orice cost rezultand din aceasta fiind suportat numai de cumparator.</p>
<p>e) Containers supplied but not sold to the purchaser shall remain our property. The purchaser is obliged to return such empties at his own cost, in good condition and in accordance with our instructions to the place specified by us within a reasonable period.</p>	<p>e) Containerele furnizate, dar nu si vandute cumparatorului, vor ramane in proprietatea noastră. Cumparatorul este obligat sa restituie containerele goale pe propria cheltuiala, intr-o stare buna, la locul indicat, in conformitate cu instructiunile noastre si intr-un termen rezonabil.</p>

f) If the purchaser defaults in accepting or infringes other duties to cooperate, if, for example, he does not accept a (part) delivery following notification of the readiness to deliver as per contract, we are entitled either to store the goods at the purchaser's costs and risk while insisting on fulfilment of the contract or, after having set a reasonable respite to withdraw from the contract either wholly or partially and to sell the goods elsewhere. This shall not affect our right to claim exceeding damages from the purchaser.

g) If we are not able to deliver the whole quantity of the goods, we are entitled to divide up the quantities available to us among individual or all purchasers or to effect part deliveries on a basis which we deem appropriate or practicable without assuming liability for any resulting detriments of the purchaser.

h) Force majeure, such as breakdowns, strikes, shortage of raw materials, transport disruption, acts decreed by public authorities, and so on, release us for the duration of the disruption and the extent of its effects from the obligation to deliver with no right of the purchaser to payment of damages.

i) Our obligation to deliver is suspended as long as the purchaser remains in arrears with a due liability.

#### **4. Charging**

For charging the actual weight shipped or the number of units and – unless other prices are agreed in writing – the prices valid on the date of delivery are decisive. We reserve the right

f) In cazul in care cumparatorul refuza receptia ori incalca alte obligatii de a coopera, spre exemplu, daca nu accepta o livrare (partiala) ulterioara notificarii privind disponibilitatea de a efectua livrarea conform contractului, suntem indreptati fie sa depozitam bunurile pe cheltuiala si riscul cumparatorului, in acelasi timp insistand asupra indeplinirii obligatiilor contractuale, fie, dupa o perioada rezonabila stabilita, sa ne retragem total sau partial din contract si sa vindem bunurile in alta parte. Aceasta situatie nu va afecta dreptul nostru de a pretinde daune de la cumparator.

g) Daca nu putem livra intreaga cantitate de bunuri, suntem indreptati sa divizam cantitatile de bunuri aflate la dispozitia noastra, fie pentru un cumparator, fie intre toti cumparatorii, sau sa efectuam livrari partiale, dupa cum consideram adevarat ori realizabil, fara a ne asuma raspunderea pentru orice dezavantaje ce ar rezulta pentru cumparator.

h) Cazurile de forta majora, precum disfunctionalitati, situatii de greva, deficit de materie prima, perturbarea transportului, acte ale autoritatilor publice si altele asemenea, ne exonereaza de obligatia de livrare fata de cumparator, pe perioada evenimentului si indiferent de proportiile efectelor sale, cumparatorul neavand posibilitatea de a pretinde repararea prejudiciilor suferite.

i) Obligatia de a livra bunurile se suspenda pe perioada in care cumparatorul este restant cu o obligatie scadenta

#### **4. Tarifarea**

Pentru tarifarea greutatii efective a produselor expediate ori a numarului de unitati livrate – cu exceptia cazului in care nu se convine in scris asupra altor preturi – se vor aplica preturile

to deliver slightly above or below the agreed quantity for production or packaging reasons

valabile in ziua livrarii. Ne rezervam dreptul de a livra bunuri intr-o cantitate usor mai mare/mai mica celei convenite, din motive ce tin de productie sau de impachetare.

## 5. Payment

a) Unless otherwise agreed, our invoices are payable in full within 30 days of the date of issue. Given payment within [...] days, the purchaser is entitled to a discount of [...]. A discount is however not allowed if other invoices remain unsettled.

b) Bills on account of payment shall be accepted only based on explicit agreement and at charging of all related costs. We assume no guarantee for timely presentation and protesting.

c) Setting-off against counterclaims of the purchaser or the withholding of payments owing to such claims is only permitted without our prior written consent if the counterclaims are undisputed or were finally determined by a court.

d) If substantiated doubts exist regarding the solvency or creditworthiness of the purchaser and if the purchaser in spite of pertinent requests is not willing to pay in advance or to provide appropriate security for the payment to be made, we are entitled to withdraw from the contract.

e) Payments shall be deemed as effected only when the amount is finally available in our account.

f) Our prices are exclusive of value-added tax, which will be billed separately at the applicable statutory level.

## 5. Plata

a) Cu exceptia cazului in care se convine altfel, facturile vor fi achitante integral in termen de 30 de zile de la data emiterii. In cazul efectuarii platii in termen de [...] zile, cumparatorul va fi indreptat la o reducere de [...]. Reducerea nu va fi acordata daca alte facturi sunt neachitante.

b) Titlurile de credit vor fi acceptate ca modalitate de plata numai pe baza unui acord expres si cu facturarea tuturor costurilor conexe. Nu ne asumam nicio garantie in ceea ce priveste termenul de prezentare si protest.

c) Compensatia cu o creanta reciproca detinuta de cumparator sau retinerea din plata a sumelor echivalente unor astfel de creante este permisa fara consimtamantul nostru prealabil in scris, numai daca respectivele creante reciproce nu sunt contestate sau au fost stabilite in mod definitiv de catre instanta.

d) In cazul in care exista indoieli intemeiate cu privire la solvabilitatea sau bonitatea cumparatorului si daca acesta din urma, in ciuda unor solicitari adevurate, nu intentioneaza sa plateasca in avans sau sa ofere garantii corespunzatoare in ceea ce priveste executarea platii, suntem indreptatiti sa ne retragem din contract.

e) Platile vor fi considerate efectuate in momentul in care suma respectiva se afla la dispozitia noastră, in contul bancar.

f) Preturile nu includ taxa pe valoare adaugata, care va fi facturata separat, la nivelul legal aplicabil.

g) In the event of default of payment, the reimbursement of all rebilling and collection expenses that are necessary for the pursue of our rights as well as interest at 1 percent per month are agreed.

## 6. Warranty and Limitations of Liability

a) Data related to the percentage content and mixing ratios of our products are to be regarded only as approximate average values. Deviations within the possible margins of error in each individual case, as are unavoidable despite all due care during the manufacture of the goods and determination of the values, remain explicitly excepted and are not regarded as defects. All data and information on the suitability and application of our products shall not release the purchaser from conducting its own checks and tests.

b) Notwithstanding any other provisions contained in these general terms of business, if the goods supplied are defective and the purchaser gives notice to us of these defects in writing within sixty (60) days of delivery, then purchaser's sole remedy shall be, at our option:

(i) free and immediate replacement of the defective article(s) in accordance with this contract from the stocks held at the nearest facility; in which event we shall be deemed not to be in breach of contract or have any liability to the purchaser for the defective article(s); or

(ii) where we are unable to supply replacement of the defective article(s) a full refund of the price for such defective

g) In cazul neefectuarii platii, toate cheltuielile de refacturare si colectare a sumelor restante, cheltuieli care sunt necesare pentru urmarirea drepturilor noastre, la care se adauga dobanda lunara de 1%, ne vor fi rambursate.

## 6. Garantie si limitari ale raspunderii

a) Informatiile privind continutul procentual si proportiile de amestec ale produselor noastre vor fi considerate valori medii aproximative. Devierile in limita marjelor de eroare admise pentru fiecare caz individual, intrucat sunt inevitabile in ciuda diligentelor depuse in timpul productiei bunurilor si in determinarea valorilor, raman exceptate in mod explicit si nu vor fi considerate defecte. Toate datele si informatiile referitoare la conformitatea si utilizarea produselor noastre nu il va scuti pe cumparator de efectuarea propriilor verificari si teste.

b) Fara a aduce atingere altor prevederi din termenii si conditiile generale prezente, daca bunurile furnizate sunt defecte si cumparatorul notifica in scris aceste defecte in termen de 60 zile de la livrare, atunci unicul remediu pentru cumparator va fi, la alegerea noastră:

(i) inlocuirea gratuita si imediata a/ale articolului/articolelor defecte, conform prezentului contract, cu articole din stocurile detinute la unitatea cea mai apropiata; in acest caz nu vom fi considerati ca incalcand prevederile contractuale ori ca avand vreo raspundere fata de cumparator pentru articolul / articolele defecte; sau

(ii) in cazul in care nu se poate/pot inlocui articolul/articolele defect/e, rambursarea completa a pretului pentru astfel de

article(s) (or waiver of the invoice if such amounts are not yet paid)

articole (sau stornarea facturii daca astfel de sume nu sunt inca achitate);

<p>c) We shall not be liable for a breach of the warranty or incur any other liability if and to the extent:</p>	<p>c) Nu vom fi raspunzatori pentru incalcarea garantiei sau nu vom suporta nicio alta raspundere, daca si in masura in care:</p>
<p>(i) the defect arises because the purchaser failed to follow our oral or written instructions with regard to the storage and use of the article(s) supplied or – if no instructions were given – has not complied with good trade practice;</p>	<p>(i) defectul apare ca o consecinta a nerespectarii de catre cumparator a instructiunilor noastre verbale sau scrise cu privire la depozitarea si utilizarea articolului/articolelor furnizat/e sau – in lipsa de instructiuni – cumparatorul nu a respectat bunele practici comerciale;</p>
<p>(ii) the purchaser alters or tampers with the supplied article(s) through a manufacturing process or otherwise – without our written consent;</p>	<p>(ii) cumparatorul modifica sau altereaza articolul/articolele livrat/e – printr-un proces de prelucrare sau in alt mod – fara acordul nostru scris;</p>
<p>(iii) the defect arises as a result of the negligence of the purchaser, its representatives or employees;</p>	<p>(iii) defectul apare ca urmare a neglijentei cumparatorului, reprezentantilor sau angajatilor sai;</p>
<p>(iv) the purchaser fails to test the article(s) prior to its (their) business operational use of the same.</p>	<p>(iv) cumparatorul nu testeaza articolul/articolele inainte de utilizarea acestuia/acestora in scop de business.</p>
<p>d) In the event of any claims brought by an employee or employees of the purchaser or of any other member of the purchaser or a third party in respect of any personal injury resulting from the provision of the supplied article(s), we shall give all such assistance at our own expense as may be necessary to assist in resolution of any such claim or claims by the said employee(s).</p>	<p>d) In cazul oricaror pretentii formulate de un angajat sau angajati ai cumparatorului ori de alt membru al cumparatorului sau de o terță persoană, cu privire la orice vatamare personală rezultata din furnizarea articolului/articolelor, vom acorda, pe cheltuiala proprie, asistenta necesara pentru rezolvarea unei/unor altfel de pretentii formulate de angajatul/angajatii respectiv/i.</p>
<p>e) Our total liability in contract, tort (including negligence), misrepresentation or otherwise in relation to the contract with the purchaser shall be limited to</p>	<p>e) Intreaga noastră raspundere contractuală, delictuală (inclusiv pentru prejudiciile cauzate prin neglijenta), derivând incalcarea garantiilor, sau de</p>

aggregate amounts (excluding expenses) paid by the purchaser during the previous twelve (12) months for goods supplied under the contract. If the date of the breach of contract is less than twelve (12) months after the effective date, the aggregate of amounts paid by the purchaser over the period since the effective date pro-rated to the equivalent of a twelve (12) month period.

f) In no event shall we liable for any consequential damage or accidental loss, including – without limitation – loss of actual or anticipated profits (including – without limitation – loss of profits on contracts), loss of business, loss of productive facilities or loss of business relationship or reputation, loss of opportunity or loss of goodwill or the loss of reputation, any indirect, special or consequential loss or damage howsoever caused or losses arising as a result of any third party bringing a claim or losses, whether or not we knew or should have known of the possibility of such damages or loss.

g) We shall not be liable for damages caused by slight negligence except for the case that injury is caused to life, body or health.

h) The personal liability of our legal representatives, vicarious agents and employees shall be excluded and limited to the same extent as our liability.

i) No party shall have any liability to

orice alt fel, in ceea ce priveste contractul incheiat cu cumparatorul, se va limita la sumele cumulate (fara cheltuieli) platite de cumparator in ultimele douasprezece (12) luni pentru bunurile livrate pe baza contractului. Daca incalcarea contractului intervine in mai putin de douasprezece (12) luni de la data intrarii in vigoare a contractului, totalul sumelor platite de cumparator in acest interval, incepand de la data intrarii in vigoare a contractului, se calculeaza proportional, prin raportare la o perioada de douasprezece (12) luni.

f) Nu vom fi raspunzatori, in nicio circumstanta, pentru nicio dauna conexa sau pierdere fortuita, incluzand – dar fara a se limita la pierderi de profituri prezente sau viitoare (incluzand, dar fara a se limita la pierderi de profituri din contracte), pierderea afacerii, pierderea unitatilor de productie, pierderea relatiilor de afaceri sau reputatiei in afaceri, pierderea de oportunitati sau a fondului de comert ori a reputatiei, orice pierdere sau dauna indirecta, speciala sau conexa, indiferent de modul in care a fost cauzata, sau pierderi rezultate in urma formularii de pretentii sau invocarii de pierderi de catre orice terza persoana, indiferent daca aveam cunostinta sau ar fi trebuit sa avem cunostinta despre posibilitatea aparitiei unor astfel de daune sau pierderi.

g) Nu vom fi raspunzatori pentru daunele cauzate din simpla imprudenta (*culpa usoara*), cu exceptia cazului in care prejudiciul este cauzat vietii, integritatii fizice sau sanatatii.

h) Raspunderea personala a reprezentantilor nostri legali, mandatarilor si angajatilor nostri va fi exclusa si limitata in aceeasi masura cu raspunderea noastra.

i) Nicio parte nu va avea nicio raspundere

the other under this agreement to the extent that such liability arises or is increased as a result of the failure of the other party to mitigate the loss or damage (if any) incurred by it as a result of any breach by the other party of its contractual obligations.

## 7. Retention of Title

We retain full title to the goods that have been delivered until complete payment of the purchase price. The retention of title also extends to new products arising from processing of the retained goods.

The purchaser hereby assigns for the safeguarding of our claims to us all claims including promissory notes and cheques arising from the resale of the goods supplied under retention of title; we hereby accept such assignment. The purchaser undertakes to make the relevant entry in its books or on its invoices.

In case of sale of goods over which we have joint ownership, the assignment is restricted to the share of the account receivable which corresponds to our share of joint ownership. If the retained goods are sold together with other items for a total price, the assignment is restricted to the proportionate amount of our invoice (including VAT) for the jointly sold reserved goods. In case of processing within a contract for work and services, the account receivable for compensation for work amounting to the proportionate sum of our invoice (including VAT) shall be transferred to us as of now for the jointly processed reserved goods.

As long as the purchaser is willing and in a position to properly comply with his obligations in relation to us, he may dispose of the goods

fata de cealalta parte, in temeiul prezentului contract, daca asemenea raspundere apare sau se sporeste ca urmare a esecului celeilalte parti de a diminua pierderea sau prejudiciul (daca exista) suferit/a de aceasta prin incalcarea de catre cealalta parte a obligatiilor sale contractuale.

## 7. Retinerea titlului

Ne rezervam dreptul de a retine titlul deplin asupra proprietatii bunurilor livrate, pana la plata integrala a pretului. Retinerea titlului se extinde, de asemenea, si asupra fructelor rezultante din prelucrarea bunurilor al caror titlu este retinut.

Cumparatorul ne ceseioneaza prin prezentul contract, pentru protejarea pretentilor noastre, toate creantele, incluzand bilete la ordin si cecuri, ce deriva din re-vanzarea bunurilor livrate al caror titlu a fost retinut; prin prezentul contract acceptam cesiunea. Cumparatorul se obliga sa faca mentiunile corespunzatoare in registrele sale sau pe facturi.

In cazul vanzarii bunurilor pe care le detinem in coproprietate, cesiunea se limiteaza la partea din creanta care corespunde cotei noastre din coproprietate. Daca bunurile asupra carora ne-am rezervat proprietatea sunt vandute impreuna cu alte bunuri contra unui pret total, cesiunea se limiteaza la suma proportionala aferenta facturii noastre (TVA inclus), pentru bunurile asupra carora ne-am rezervat proprietatea si care au fost vandute in comun. In cazul prelucrarii bunurilor printr-un contract de prestari servicii, creanta pentru contravaloarea serviciilor prestate, in valoare egala cu suma facturilor noastre (TVA inclus), ne va fi transferata de la acest moment, pentru bunurile asupra carora ne-am rezervat proprietatea si care au fost prelucrate in comun.

Atat timp cat cumparatorul este dispus si in masura sa isi indeplineasca in mod corespunzator obligatiile, poate dispune, in

owned by us in the ordinary course of business and collect the accounts receivable assigned to us. If the realisation of our claims seems jeopardised to us, the purchaser shall inform us upon request of the stocks of retained goods and enable us to recover them. He shall also inform his customers of the assignment and provide us with all the necessary information and documentation. The taking-back of retained goods constitutes a withdrawal from the contract only if we state this expressly in writing.

cursul normal al activitatii, de bunurile detinute de noi si poate colecta creantele care ne-au fost cedionate. Daca realizarea creantelor noastre pare pusa in pericol, cumparatorul ne va informa, la cerere, asupra stocurilor de bunuri asupra carora ne-am rezervat proprietatea si ne va permite sa le recuperam. De asemenea, cumparatorul isi va informa clientii despre cesiune si ne va pune la dispozitie toate informatiile si documentele necesare. Recuperarea bunurilor asupra carora ne-am rezervat proprietatea constituie o retragere din contract doar daca mentionam in mod expres in scris acest aspect.

The purchaser is prohibited from pledging or assigning as security the goods supplied under retention of title. The purchaser shall inform us without delay in the event of a pledging, the commencement of bankruptcy proceedings or other legally relevant events which may adversely affect our rights.

Cumparatorului ii este interzisa ipotecarea sau constituirea drept garantie a bunurilor livrate asupra carora ne-am rezervat proprietatea. Cumparatorul ne va informa fara intarziere in situatia ipotecarii, deschiderii procedurii insolventei, sau oricaror altor situatii relevante ce ne pot afecta in mod nefavorabil drepturile.

## **8. Subsidiary agreements**

Subsidiary and oral agreements shall be valid only if confirmed by us in writing. The waiving of this requirement must also be in writing.

## **8. Acte aditionale**

Actele aditionale si intelegerile verbale sunt valabile doar daca sunt confirmate de noi in scris. Renuntarea la aceasta prevedere se va face, de asemenea, in scris.

## **9. Invalidity of a provision**

The invalidity of any provision or part of a provision of these general terms and conditions shall not affect the validity of the other provisions.

## **9. Invalidarea unei prevederi**

Invalidarea oricarei prevederi sau a unei parti dintr-o prevedere a acestor termeni si conditiile generale nu va afecta valabilitatea celorlalte prevederi.

## **10. Data protection**

The data required from the purchaser for order processing shall be stored with us.

## **10. Protectia datelor**

Datele solicitate de la cumparator pentru procesarea comenzi vor fi stocate de noi.

## **11. Confidentiality**

All sales documentation, price lists, data and other information forwarded by us to the purchaser shall be treated confidentially and may not be disclosed to third parties without our prior written consent.

## **11. Confidentialitate**

Toata documentatia de vanzare, liste de preturi, date si alte informatii inaintate de noi cumparatorului vor fi considerate confidentiale si nu vor fi dezvaluite tertilor fara acordul nostru prealabil scris.

## **12. Place of performance, applicable law and place of jurisdiction**

## **12. Locul executarii, legea aplicabila si jurisdictia**

a) The place of performance is at our registered seat.	a) Locul executarii este la sediul nostru social.
b) The laws of Austria shall apply, excluding the conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).	b) Sunt aplicabile legile din Austria, excludand regulile privind conflictul de legi si excludand Conventia Natiunilor Unite privind Vanzarea Internationala de Marfuri.
c) The competent court in Vienna shall have exclusive jurisdiction. However, we, but not the purchaser, also have the right to bring a claim before the competent court at the purchaser's place of business.	c) Instanta competenta din Viena va avea jurisdicție exclusivă. Cu toate acestea, noi, nu și cumpăratorul, avem dreptul de a formula o pretentie în fața instantei competente de la sediul cumpăratorului.