

## General Terms and Conditions (Ts&Cs)

of Eifeler Plasma Coating GmbH (Eifeler)

### 1. General

**1.1.)** These Ts&Cs apply to all business transactions between Eifeler and the client. The client also accepts the Ts&Cs for follow-up orders. Differing conditions of the client are only valid if they are accepted in writing by the management of Eifeler. All agreements and legally relevant declarations by the contracting parties must be in writing to be valid.

**1.2.)** Eifeler reserves all rights to the technical documents that it has submitted to the client. Without Eifeler's prior written authorisation, documents such as drawings, descriptions, samples and cost estimates, etc. must not be made available to third parties in whole or in part, or used outside the purpose for which they were given to the client.

### 2.) Scope of services – prices

**2.1.)** Eifeler's services are exhaustively listed in the order. Services that are required in the course of order processing and not included in the order will be charged separately.

**2.2.)** A reasonable price adjustment will be made if there are changes in the material or in the processing of the material because the information and documents supplied by the client did not correspond to the actual circumstances or were incomplete or if the nature and scope of the services specified in the order were changed.

**2.3.)** The prices are ex works without VAT.

### 3.) Delivery of the material

**3.1.)** Upon delivery, the client must state the number of items and their description on an accompanying document (delivery note). The desired mode of transport for the return must be specified for all deliveries.

**3.2.)** As soon as business operations permit, Eifeler must subject the material to optical inspection without the use of special technical devices or, in the case of orders that involve several items, to carry out a random inspection. Eifeler must inform the client immediately of any defects, damage or short deliveries of the material detected during this inspection. Eifeler has no obligation to check the suitability of the material, nor does Eifeler accept liability for the behaviour of the material supplied during processing. There is no obligation either to check the material for suitability for the provision of services by Eifeler, or the correctness of the information and data provided.

**3.3.)** If Eifeler discovers defects in the products during the fulfilment of the contract, which can be traced back to defective moulds, tools and equipment or defective material provided by the client and/or errors or omissions in the technical documents and information provided by the client, Eifeler must inform the client about this immediately. The client must remedy such errors and omissions.

**3.4.)** The client assures that the material to be processed will withstand the stresses that arise during processing.

**3.5.)** The delivered material must be in a coatable condition. The following requirements must be met:

**3.5.1.)** Metallic materials such as high-speed steels, hot- and cold-work steels, rust-resistant steels, heat treatable steels, hard metals and cermets constitute coatable materials.

**3.5.2.)** Heat treatment must be carried out in such a way that the coating temperature (500 °C) does not result in any loss of hardness or distortion. Coatings at temperatures between 200 °C and 350 °C on request.

**3.5.3.)** Holes, threads or a surface that may remain uncoated must be present for securing the material. Surfaces that may not be coated must be indicated in the delivery papers. Material with inner contours (holes, slots) are coatable. The layer thickness decreases with increasing depth, depending on the geometric conditions. Solder joints must be temperature-resistant up to 600 °C and free of cavities, flux and cadmium. It must be taken into account that the strength of the soldered joints is reduced by the temperature load during coating. This also applies to vacuum-compatible solders. Welded material must have been annealed stress-free. The material must not be glued or pressed. Blind holes and internal threads must be free of hardening salts and other impurities. Cooling ducts must be clear and clean.

**3.5.4.)** The surfaces must be bare metal. They must not be chrome-plated, burnished, steam-tempered or nitrided. Ground surfaces must be free of grinding cracks, oxide films and rehardening zones. Blunt grinding wheels may not be used for processing. Cutting edges should be free of burrs so that they do not break loose when first used. With electrical discharge machining, it is generally recommended to carry out several recuts in order to reduce the formation of the "white layer". Good layer adhesion can generally be achieved on electrical discharge-machined surfaces if these surfaces are pre-treated using microblasting. Polished surfaces must be free of polish residue. Photo-etched surfaces can be coated without pre-treatment if they do not show any residue or stains. The surfaces must be free of rust, chips, wax, adhesive strips, paint, mould deposits and the like. The material must be free of grinding dust, stains from cleaning agents, fingerprints and the like, and should be demagnetised.

**3.6.)** The material is to be packed by the client in such a way that it is not damaged by external influences or contact. The packaging should also be suitable for return transport. The material should be treated with oil for protection, which must be removed without leaving any residue during our alkaline cleaning. Glossy polished surfaces should preferably be covered with an acid-free, at least 50 µm thick PVC film. Soft, abrasive materials such as wadding, paper, or foam are not recommended.

### 4.) Acceptance report

Eifeler documents the coating process and test specimen testing using protocols. The product is not separately tested.

### 5.) Delivery periods

**5.1.)** The delivery period is based on the plan agreed between the parties. The delivery period begins at the earliest on the date on which Eifeler receives the material and has the necessary technical documentation. If there is no agreement, Eifeler determines the delivery period. Agreement on a delivery period does not qualify the deal as a firm deal. Delivery delays do not entitle the client to assert claims, such as to withdraw from the contract, warranty claims, disputes over errors or compensation.

**5.2.)** The delivery period is extended appropriately if changes to the contract are agreed after the order has been placed or if hindrances occur, regardless of whether they arise at Eifeler, the client or a third party. Once the circumstance hindering delivery has been resolved, the delivery period begins anew. If the cause of the hindrance lies with the client or a third party, and if the delay means that Eifeler is unable to deliver within the agreed delivery period, calculated from the resolution of the hindrance, Eifeler is entitled to specify a new, later delivery time or, optionally, to withdraw from the contract in full or with regard to the not yet fulfilled part without setting a grace period.

**5.3.)** At no point in time does risk transfer to Eifeler.

**5.4.)** Unless otherwise expressly agreed in writing, partial deliveries are permitted and may not be rejected by the client.

### 6.) Warranty

**6.1.)** Complaints must be substantiated by the client and demonstrated to Eifeler. The client must inspect the delivery for defects immediately upon receipt. Obvious defects must be reported in writing immediately, specifying the defect; hidden defects must be reported immediately after discovery. If the client is an entrepreneur, the contracting parties agree on an absolute limitation period for warranty claims of 1 year from the handover of the work, i.e. from the handover to the client at the Eifeler company or, in the case of transport, from the arrival of the work at the client's address. If a defect is discovered, the client is obliged to first accept the delivery, store it properly and stop using it immediately. The client must give Eifeler the opportunity to check the delivery, with Eifeler having the choice of requesting a check at the client's premises or in-house.

**6.2.)** The client has no right to a price reduction, but a right to have the product rectified, as far as this is technically possible. If rectification is not technically possible, the defective product will be stripped and/or re-coated by Eifeler free of charge. If this is not possible, or if the material has been damaged by processing, Eifeler will reimburse the client a maximum of 2 times the coating value. If the coating order is not properly fulfilled due to circumstances for which the client is responsible, Eifeler is entitled to the invoiced amount(s).

**6.3.)** Other warranty claims are excluded.

**6.4.)** If products are further processed by the client or a third party after coating, the warranty does not apply and no further compensation is paid.

**6.5.** Liability for consequential damage is expressly excluded in every conceivable case. Eifeler will not reimburse labour or material expenses for dismantling or replacement in the case of compensation or warranty claims.

**6.6.)** Improper or unsuitable use, assembly, commissioning or storage of the material processed by Eifeler, as well as natural wear and tear or improper maintenance, exclude all claims for compensation by the client.

## **7.) Liability**

**7.1.)** Eifeler's liability is excluded for all damage due to delayed, unnecessary, incomplete or inaccurate information or unsuitable treatment instructions that Eifeler has designated as unsuitable, in particular if the material supplied does not meet the necessary requirements for coating, as described above. Eifeler's liability does not apply for damage that can be traced back to the unsuitable quality of the supplied material, e.g. the presence of material defects, processing residues or other foreign bodies, manufacturing defects, improper heat treatment, rust stains, non-removable residues, soldered joints, reduced corrosion resistance in stainless steels caused by the coating, etc.

**7.2.)** Eifeler rejects any liability for losses, delays in delivery, mix-ups, etc., which arise as a result of inaccurate labelling of the material by the client, forwarding agent or a customs office. Liability for any damage that may result from storing the goods despite the use of reasonable care is also rejected.

**7.3.)** Eifeler is not liable for loss of quality, dimensional differences and changes in the surface roughness, furthermore for isolated small errors, damage or stains outside the functional surfaces, for slight colour deviations and the durability of the colour of the delivered products.

**7.4.)** With the exception of those expressly stated in these conditions, all claims of the client are excluded regardless of their legal basis. Under no circumstances may the client claim compensation for damage that did not occur in the work itself, such as production downtimes, loss of use, loss of orders, loss of profit and other direct or indirect damage.

**7.5.)** The client releases Eifeler from all non-contractual claims by third parties arising from product liability. Recourse claims of the client against Eifeler from the satisfaction of third party claims from product liability are excluded.

**7.6.)** As agreed, claims for damages expire after 12 months.

## **8.) Limitation of liability**

If Eifeler is obliged to pay compensation, this compensation is limited to a maximum amount of twice the coating value of the order in question.

## **9.) Packaging and transport**

Eifeler must be notified in good time of special requests regarding shipping, transport and transport insurance. Goods are transported at the client's expense and risk, even if the transporter is commissioned and/or paid for by Eifeler. Any liability on the part of Eifeler (for damage, loss of the goods, etc.) from the time the goods are accepted by and handed over to the carrier is excluded. Complaints in connection with the dispatch or transport of the products or the freight documents at the destination must be directed to the last carrier immediately. If there is no separate agreement with regard to transport and packaging, the shipment will be returned in the packaging in which the material was delivered by the client after processing. If the packaging can no longer be used, Eifeler will provide packaging. There is no obligation to choose the cheapest mode of transport. The goods are to be insured at the client's request and expense.

## **10. Default in payment, offsetting, etc.**

**10.1.)** In the event of delayed payments, Eifeler may, after prior written notification to the client, suspend the fulfilment of the contract and withhold material and products, moulds, tools and equipment, etc. that are in its possession until payment has been received.

**10.2.)** The client is only entitled to set off claims if their counter-claims have been legally established, are undisputed or have been recognised by Eifeler.

## **11.) Risk ownership**

The material delivered by the client to Eifeler, including any supplied aids, technical documentation etc., remain the property of the client and no risk is transferred to Eifeler.

## **12.) Other**

**12.1.)** The client consents to the storage of their personal and company-related data as well as data relating to business relationships with Eifeler on data carriers. All data is exclusively stored internally at Eifeler and used only internally. The client has the right to object to the storage.

**12.2.)** Should a provision of the General Terms and Conditions prove to be wholly or partially ineffective, this shall not affect the validity of the remaining conditions. The contracting parties will replace this provision with a new agreement that comes as close as possible to its legal and economic success.

**12.3.)** The legal relationship is exclusively subject to Austrian law. The exclusive place of jurisdiction for all business transactions between Eifeler and its clients that are subject to these General Terms and Conditions is the competent court for 1010 Vienna. Eifeler's head office (1220 Vienna) is agreed as the place of performance.