

1. General

- (1) All deliveries shall be made on the basis of the following general conditions of sale. They shall form the basis of all offers and agreements and shall be deemed to be acknowledged by placing the order or accepting delivery for the duration of the entire business relationship. Any deviating conditions that are not expressly acknowledged in writing shall not be binding for us as seller, even if they have not been expressly rejected.
- (2) No oral agreements have been made outside this contract.

2. Offer and conclusion of contract

- (1) Our offers shall always be subject to confirmation, i.e. they are merely requests to purchaser to place a respective order. A contract shall only be concluded upon our acceptance of the order. Acceptance shall be deemed to have taken place as soon as we have dispatched the goods on the basis of the order with the confirmation of order and the invoice; receipt of the declaration of acceptance shall only be required in case of written confirmation of order prior to dispatching the goods. Our confirmation of order and the information there specified shall be relevant for the content and performance of the order.
- (2) The scope of delivery shall be in accordance with the confirmation of order. Variations of measures, weights and/or number of units shall be permissible within customary tolerances. For custom-made products, the delivered quantity may differ from the ordered quantity by up to 10%.
- (3) We shall reserve the proprietary rights and copyrights in quotations, drawings, calculations, sampling records, programmes, etc. Purchaser shall not disclose these documents to third parties without our express consent.
- (4) The contract shall be concluded subject to punctual and complete delivery of required materials. This shall solely apply for the event that we are not responsible for the non-delivery, especially with conclusion of a congruent hedging transaction with our sub-supplier. Purchaser shall be informed immediately about the non-availability of the performance. Where applicable, the counter-performance shall immediately be reimbursed.

3. Prices – terms of payment

- (1) Unless otherwise stated in the confirmation of order, the prices shall apply ex works Dornbirn excluding transport packaging (cf. item 6.). The statutory value-added tax shall not be included in the prices; it shall be shown separately in the invoice in its statutory amount at the invoicing date.
- (2) The calculation of our services shall be made on the basis of our prices valid on the date of conclusion of the contract. We shall be entitled to reasonably change our prices if cost reductions or increases occur after conclusion of the contract, especially due to changes to collective agreements or material prices. We shall provide evidence of such price changes on demand.
- (3) If payment is agreed to be made in a currency other than Euro (foreign currency), we shall reserve the right to reduce and/or increase the foreign currency receivable upon invoicing in such a way that the amount shown on the invoice corresponds to the value in Euros that is calculated on the basis of the foreign currency debt at the time of conclusion of the contract; for framework contracts at the time of the individual call-offs.
- (4) All payments shall be due within 30 days after invoicing net cash without deduction. Bills of exchange shall only be accepted upon prior written agreement.
- (5) Payments shall only be deemed to have a debt-discharging effect when the amount is finally credited to our account and available. We shall reserve the right to use payments for the settlement of the oldest payable invoice items plus the default interest and costs accrued

in the following order: costs, interest, principal amount.

- (6) If purchaser is in delay with payment, we shall be entitled to declare all receivables due. This shall also apply in case of delay of payment through no fault of purchaser. If the deadline for payment is not met, we shall also be authorized to demand collateral security or advance payment. Payable outstanding debts shall bear interest of 8% above the base rate.
- (7) Assertion of further damage shall remain reserved; this shall especially also apply to higher interest on potential credit accounts accrued due to non-payment. Purchaser shall be at liberty to prove lesser damage.
- (8) Purchaser can only set-off against our claims if their counter-claim is undisputed or a legally enforceable title exists; they may only assert a right of retention if it is based on claims from this contract.
- (9) For services rendered within the EU, purchaser shall inform us prior to carrying out a turnover about their respective sales tax identification number by means of which they carry out the profit and income taxation within the EU. For services of Austria to countries outside the EU which are not carried out or effected by us, purchaser must provide us with proof of exportation required for tax purposes. If this proof is not provided, purchaser has to pay the sales tax to be charged for the service within Austria from the invoice amount as well.
- (10) In case of default, purchaser shall be obliged to reimburse the accruing reminder and collection expenses. Purchaser shall reimburse the costs of the collection agency in accordance with the respectively applicable ministerial regulation about the maximum rates of the remunerations the collection institutions are entitled to.

4. Delivery

- (1) Delivery times and deadlines that can be agreed with binding or non-binding effect shall be indicated in writing. Delivery deadlines shall commence upon conclusion of the contract, however, upon the date of confirmation of order at the earliest.
- (2) If we are prevented from delivering the goods processed by us on the agreed date or within the agreed period due to circumstances we or a vicarious agent are responsible for (default), we shall be liable in accordance with the statutory provisions. If we are or the vicarious agent is not responsible for the default in delivery, we shall only be liable for foreseeable and usually occurring damage. If the default is merely based on a breach of a non-essential contractual duty, purchaser can assert lump-sum default damages amounting to 3% of the value of delivery per complete week of default; however, to a maximum of 15% of the value of delivery. The value of delivery shall be the net amount agreed for our service.
- (3) Force majeure and events that temporarily prevent us from delivering the processed goods on the agreed date or within the agreed period without this being our fault (e.g. strike, lock-out, interruption of operations, sickness, weather conditions or traffic disruptions, delays in delivery of raw materials or machines, war or sovereign regulations) shall entitle us to postpone delivery or service by the duration of the disturbance plus a reasonable warm-up time. If respective disturbances lead to a delay in services of more than two months, purchaser may withdraw from the contract. Other rights of rescission shall remain unaffected.
- (4) Purchaser shall be obliged to accept the object of purchase. If purchaser is in default of acceptance, we shall be entitled to claim compensation for the resulting damage. This shall be 15% of the agreed net purchase price. The contractual partners shall reserve the right to assert a higher and/or lower damage.
- (5) If purchaser has to call off or accept the goods within a certain period, we shall be entitled to invoice the purchase price upon expiry of this period or to withdraw from the contract in whole or in part after setting a reasonable grace period. If a call-off order was made and a

call-off period was not agreed, we shall be entitled to deliver the goods upon prior notification upon expiry of six months after the issue of our confirmation of order or to withdraw from the contract after expiry of a reasonable grace period.

- (6) For collection by purchaser or by the commissioned freight carrier, the agreed dates must be met. In case of non-compliance with the collection date for goods which we reported are ready to dispatch, we shall be entitled to dispose of the material on the next day. Purchaser shall bear all costs accrued due to late collection or provision of means of transport. If purchaser fails to meet the delivery times and dates agreed for orders for delivery of several sub-quantities, we shall be entitled upon expiry of a grace period set to deliver the remaining goods, to withdraw from the part of the order not yet performed or to claim damages due to non-performance.
- (7) We shall be entitled to make partial deliveries; they shall be deemed to be individual transactions.
- (8) If the contract constitutes a fixed-date transaction, we shall be liable according to statutory provisions. The same shall apply correspondingly in case purchaser is entitled as a consequence of the default we are responsible for to assert that their interest in the further execution of the contract no longer applies.

5. Transfer of risk – packaging

- (1) The risk shall be transferred to purchaser upon dispatch of the object of purchase when it is handed over to the person who carries out the transport or when the goods have left our warehouse for the purpose of dispatch.
- (2) We shall only take out transport insurance on the contractual partner's request given in due time and at their cost.
- (3) Unless otherwise agreed, we shall not take back any transport and other packaging.

6. Product description

- (1) Unless otherwise agreed, the contractually owed condition of the goods shall exclusively comply with the specifications agreed in writing. Only the condition described in our product descriptions, specifications, and labelling shall be deemed to be the condition of the goods.
- (2) Characteristics of patterns and samples and/or drawings shall only be binding if they have been expressly agreed in writing as condition of the goods in terms of guaranteed characteristics.
- (3) Information on condition and shelf life as well as other information shall only be independent warranties if they have been expressly agreed and described as such.
- (4) Information about the goods shall only be considered to be approximate average values. Deviations that are inevitable despite all due care during manufacturing of the goods and determination of the values shall expressly remain reserved. They shall only be deemed to be defects if they result in substantial changes of the material properties of the processed goods or the resulting finished product.
- (5) We shall not accept any warranty for the finished products manufactured from the components to be delivered. We shall particularly not be liable with respect to the functional properties and fields of application of these products. Application, use, and processing of the products occur outside our scope of influence and are thus only in purchaser's area of responsibility.
- (6) Our application-oriented expert advice, whether orally, in writing or by trials shall be provided to the best of our knowledge; it shall, however, only be deemed to be non-binding suggestions. Thus, no guarantee for the actual properties and/or applications shall be assumed. Purchaser shall not be released from their own inspection of the goods delivered by us for their suitability for the intended procedures and purposes with respect to possible industrial property rights of

third parties.

7. Liability for material defects

- (1) We shall guarantee the ordered goods' freedom from defects at the time of handover according to the respective state of the art.
- (2) The contractual partner's claims for remedying defects shall primarily be limited to a claim for supplementary performance, i.e. subsequent improvement or replacement. We shall have the right to subsequently improve or replace at our option. If the subsequent improvement or replacement delivery fails, purchaser can demand reduction of the purchase price or withdraw from the contract. The subsequent improvement shall be deemed to have failed if and when a grace period set for us for supplementary performance has expired.
- (3) The limitation period for material defects shall be, for newly produced items, one year after delivery of the item. The presumed defectiveness according to section 924 sentence 2 of the Civil Code of Austria as well as a potential right of recourse of purchaser according to section 933 b of the Civil Code of Austria shall be waived. The sale of used goods shall be made to the exclusion of any liability for material defects.
- (4) We shall be liable according to statutory provisions if purchaser asserts claims for damages based on malice, intention or gross negligence including malice, intention or gross negligence of our representatives or vicarious agents. Provided we are not accused of intentional breach of contract, liability shall be limited to the foreseeable and usually occurring damage; however, to the maximum of the sum covered by our manufacturer's liability insurance (€10.226 million). In all other cases, liability for damages shall be excluded; in this respect, we shall especially not be liable for consequential damage, financial damage and damage due to claims of third parties against purchaser, unless they concern injury to life, body and/or health. The mandatory liability according to the Product Liability Act shall also remain unaffected; however, a possible right of recourse of purchaser according to section 12 of the Product Liability Act shall be excluded.
- (5) In case of subsequent improvement, we shall only be obliged to bear all expenses required for the purpose of remedying defects, especially transport, travel, labour, and material expenses, at the place of performance. If the goods have been brought to a place other than the place of performance, purchaser shall bear the additional costs themselves.
- (6) Aforementioned regulations shall also apply to damages occurring during the remedying of defects.
- (7) Upon receipt of the goods and/or services, purchaser shall inspect them immediately in accordance with sections 377 et seq. of the Austrian Business Enterprise Code and inform us about any possible defects promptly; however, no later than seven days after they have been discovered, in writing, by indicating the type and extent of the defect; if they fail to do so, the delivered goods and/or services rendered shall be deemed accepted and, as a consequence, especially warranty claims and claims for damages and/or avoidance on account of mistake by purchaser shall be excluded. Entrepreneur's recourse in terms of section 933 b of the Austrian Civil Code shall be excluded and shall be deemed to be waived.
- (8) In case of notification of defects, we shall reserve the right to view and inspect the objectionable goods in unchanged condition.
- (9) The assertion of the contractual claims due to material defect shall require the prior unsuccessful assertion of possible claims under guarantee against the manufacturer.
- (10) Any liability for damages exceeding the liability stipulated under the items 6. and 7. shall be excluded irrespective of the legal nature of the asserted claim. This shall especially apply to claims for damages based on fault upon conclusion of the contract, due to other breaches of duty or due to tortious claims for compensation of material

damages according to section 1295 of the Austrian Civil Code.

- (11) Provided that we are not liable for damages or our liability is limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

8. Entrepreneur's recourse

- (1) Purchaser shall not be entitled to damages within the framework of this entrepreneur's recourse.
- (2) Purchaser's obligation to promptly report defects shall remain unaffected by aforementioned regulations.

9. Reservation of ownership

- (1) The object of purchase shall remain our property until the receivables we are entitled to on the basis of the contract of purchase are settled. If purchaser is an entrepreneur in terms of the Austrian Business Enterprise Code, we shall reserve the ownership of all delivery items until all payments from the business relationship are received.
- (2) Pledging or transfer by way of security of items still subject to reservation of ownership shall not be permitted. Purchaser shall immediately inform us about any third party access (such as pledging).

- (3) Purchaser shall be entitled to resell the delivery items within proper course of business; however, they shall assign to us at this time all receivables in the amount of the final invoice value of the purchase-money claim owed by them (including sales tax) they incur by the resale against their customers or third parties, irrespective of whether the delivery items have been resold without or after processing. Purchaser shall be obliged to inform the third party upon conclusion of the contract about the assignment made and to make a sufficient note about it in their books.

Purchaser shall remain authorized to collect these receivables even after the assignment. Our authorization to collect the receivables ourselves shall remain unaffected. We shall be obliged to not collect the receivables ourselves as long as purchaser complies with their payment obligations according to the contract and no petition for the institution of insolvency proceedings is made. If one of the last-mentioned circumstances has arisen, purchaser shall inform us on demand about everything necessary to collect the assigned receivable and shall deliver all related documents to us and shall inform the debtors (third parties) concerned about the assignment.

- (4) The processing or alteration of the delivery item shall always be done for us. If the delivery item is processed with other items that we do not own, we shall acquire co-ownership in the new item in proportion of the value of the delivery item to the other processed items at the time of processing. In all other cases, the same shall apply to the item resulting from the processing as that which applies to the item delivered subject to reservation. If the delivery item is inseparably mingled with other items that we do not own, we shall acquire co-ownership in the new item in the proportion of the value of the delivery item to the other mingled items. If the mingling occurs in a way that purchaser's item is to be considered the main item, it shall be understood that the contractual partner transfers co-ownership to us on a pro rata basis. The contractual partner shall store the wholly-owned or co-owned item for us which results in this way.

10. Trademarks - brands

- (1) Purchaser shall not be permitted to offer or deliver replacement products which bear an indication that they are our products instead of our products or to establish a connection between our product description, irrespective of whether proprietary or not, and the word "replacement" in price lists or other business documents or compare them with the descriptions of replacement products.
- (2) Further, purchaser shall not be permitted to use our product descriptions, especially our brands, on such goods or their packaging or in related print or advertising materials, in particular as information on component parts, when utilizing our products for manufacturing purposes or for further processing without our consent.

- (3) The delivery of products under a brand shall not be considered approval for the use of this brand for the products manufactured from them.

- (4) We shall reserve our industrial property rights and copyrights in illustrations, drawings, calculations, and other documents; they may not be made available to third parties. Purchaser shall require our written consent if they wish to pass them on to third parties.

- (5) Unless otherwise agreed, we shall not be liable for the delivery item's freedom from industrial property rights outside Austria.

11. Change in contractual partner's circumstances

- (1) If purchaser's financial circumstances substantially deteriorate (e.g. in case of non-redemption of a cheque or bill of exchange or in case of a petition to institute insolvency or settlement proceedings pertaining to the contractual partner's assets), if they have goods at their disposal outside the proper course of business which we delivered subject to reservation of ownership or if they dissolve their company, we shall be entitled to declare all receivables to be immediately due, to redeem bills of exchange at the contractual partner's cost and to only continue delivery against advance payment or provision of collateral security. If the required advance payment or collateral security for the counter-performance is not provided within a reasonable period of time, we shall be entitled to withdraw from the contract by taking our expenses into account.

- (2) In case of suspension of payments or over-indebtedness of the contractual partner or if a petition for the institution of insolvency or settlement proceedings is made, we shall be entitled at our option to either assert the aforementioned rights or withdraw from the contract according to the statutory provisions.

12. Data protection

We shall be entitled to electronically store and process all data about the contractual partner in connection with the business relationship for the purpose of execution of the contract in compliance with the provisions of the Data Protection Act.

13. Place of jurisdiction – place of performance – choice of law – severability clause

- (1) Place of performance shall be our company's registered office.
- (2) The court responsible for Feldkirch shall be solely authorised to decide on any disputes arising from or in connection with the present contract.
- (3) The contract shall be exclusively subject to the substantive law of the Republic of Austria. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
- (4) Should individual provisions of these general terms and conditions be invalid, this shall not affect the remaining provisions of these general terms and conditions and of the contract. Any invalid provisions shall be replaced by regulations that come closest to the purpose of the invalid part and/or the intention of the parties in economic terms in a legally effective manner.