

# General Conditions of Sale and Delivery of TecPac GmbH

## (1) Scope of Application

1.1 The following General Conditions of Sale and Delivery ("GTC" / General Terms and Conditions) shall only apply to deals between businesses.

1.2 The Customer shall acknowledge our conditions by placing orders or accepting our services. Deviations and/or additional conditions of the customer and/or buyer as well as agreements on them shall only be valid, if they have been confirmed and acknowledged by us in writing.

## (2) Conclusion of Contract

As regards price, quantity, delivery term and delivery option our offers shall be without engagement. Orders shall become binding on us only after they have been confirmed by us.

## (3) Prices

The price calculation shall be based on prices valid on the day of delivery, plus VAT. If the costs of raw materials, ancillary materials, expendable supplies, wages and energy increase following the conclusion of a contract and prior to delivery of the commodity, we reserve the right to change prices. In the event of a price increase the customer may withdraw from the contract within a period of 10 days.

## (4) Delivery

4.1 Circumstances of force majeure, war, strikes, lockouts, a shortage of raw materials, ancillary materials and expendable supplies, interruption of plant operations and other circumstances for which we are not responsible shall give us the right to postpone the full or partial execution of orders or effect a full or partial withdrawal from the contract. In this case the buyer shall not be entitled to raise any claims for damages.

4.2 The term of delivery shall commence after the order has been fully clarified and all documents required for the execution of the order have been received. If our shipment is delayed without any of the reasons indicated in Item 4.1, the Buyer shall grant a reasonable grace period. The Buyer shall have the right to withdraw from the contract for reasons of delayed or impossible delivery only after the grace period has expired. The right to withdraw shall only apply to commodities not yet delivered, unless the Buyer can prove that the partial execution of the contract does not make any sense. Any claims for damages on the part of the Buyer because of delayed or impossible delivery shall be excluded provided it is in accordance with the law.

4.3 Partial shipments shall be allowed, fixed-date purchases shall not be made.

4.4 The commodities shall be dispatched ex-works as freight.

4.5 Our delivery obligations have been fulfilled once we have dispatched our commodity ex-works, from a storage facility or by transfer to a forwarding agent. At that time any risk shall have passed to the Buyer. This shall also apply, if we pay for transportation.

4.6 We shall have the right to request acceptance of the commodity within three months of the date when the order is confirmed, with a 14-day time limit, or, if acceptance is delayed, to withdraw from the contract and/or claim damages.

## (5) Tolerances

If the commodities are manufactured on machinery serving mass production, the quantity of the shipped products may be exceeded or may be lower than agreed provided this deviation is kept within reasonable limits. Slight deviations from dimensions, weight, colour, print position, print as well as the quality of print substrates shall not constitute a deficiency and shall not give the Buyer the right to submit a complaint.

## (6) Warranty and Liability

6.1 Complaints because of quality defects, wrong shipment or quantity deviations shall be submitted in writing without delay; if the defects are hidden, claims shall be submitted within 3 months of the receipt of the commodities in question.

6.2 In the event that the complaints are justified we shall have the right to improve the commodity or supply replacements without a defect. If it is not possible to remedy the complaint or if the replacements are defective, it shall be up to the Buyer to decide whether we should take back the commodity or whether we should grant a discount. The Buyer shall not have the right to claim any further damages.

6.3 No warranty shall be assumed for the commodity's suitability for a designated purpose, unless this suitability has been explicitly confirmed by us in writing. Instructions for use or recommendations shall be given to the best of our knowledge on the basis of practical experience gained. At any rate, the Buyer himself shall be obliged to check the suitability of our commodity for the purpose intended by the Buyer.

6.4 We shall not assume liability for damage done as a result of improper use or storage of the products contrary to regulations.

## (7) Terms of Payment

7.1 The invoice shall be made out for the date of delivery of the commodity and shall be subject to payment without any deductions not later than 30 days after the date of the invoice.

7.2 If bills of exchange and cheques are used, the debt of the Buyer shall be regarded as redeemed only after they have been cashed. Buyer's bills of exchange and drafts can only be accepted after previous agreement. The term of a bill or a draft shall commence not later than the date indicated in the invoice. Any costs relating to discounts and bank charges shall be at the expense of the Buyer.

7.3 Payments of the Buyer shall always be credited against the oldest debt, even if something different is determined by the Buyer.

7.4 In the event of a delayed payment, in accordance with Section 352 of the Austrian Business Code we shall have the right to charge default interest in the amount of 8 percentage points above the prime lending rate.

7.5 If the Buyer defaults on a due payment or if its financial condition deteriorates considerably, for shipments effected or for shipments still outstanding from some contract we may request immediate payment or other securities even prior to dispatching the commodities, while existing payment conditions will be discontinued.

7.6 Unless any amounts due have fully been paid, including interest on default, we shall not be obliged to effect further shipment arising from a valid contract.

7.7 The retaining of payments and the setting-off of counter-claims shall only be allowed, if the legal effectiveness of the respective claims has been established or acknowledged in writing.

## (8) Retention of Title to Ownership

8.1 We shall continue to remain the owners of the delivered commodity until the Buyer has fulfilled all payment obligations arising from the business connection.

8.2 The Buyer shall be obliged to inform us before disposing of his own claims by way of a factoring contract or through assignment.

8.3 However, the Buyer shall be entitled to process and/or sell the commodity within the framework of his ordinary business operation. The export of the commodities supplied shall only be allowed with our explicit written consent.

8.4 By processing our commodity the Buyer who processes the commodity for us shall not acquire ownership of the new commodity that comes into existence. When processing, connecting or mixing our commodity with materials that we do not own we always acquire co-ownership to the extent resulting from the ratio of the value of the commodity subject to the reservation of title and supplied by us and the value of the commodities resulting from processing, connecting or mixing. In such a case we shall regard the Buyer as a custodian.

8.5 If our commodities which are subject to reservation of title are sold in the course of the ordinary business of the Buyer without immediate payment, the claim for consideration in the amount of the value of the property and/or co-owned property share shall pass to us without delay, no matter whether the commodities subject to reservation of title have been sold with or without processing, connecting or mixing. No special act of assignment shall be required if the claim comes into being. The Buyer shall be entitled and obliged to collect the claims assigned by us as long as this authorisation has not been revoked by us. Upon our request the Buyer shall inform us without delay in writing whom he has sold the commodity to and which claims he is entitled to on the basis of the sale.

8.6 The Buyer shall be obliged to take out an all-risk insurance for our commodity as long as the commodity has not been fully paid.

8.7 If the value of the security provided exceeds our shipment claim by more than 20%, upon request of the Buyer we shall be obliged to effect a retransfer.

## (9) Place of Performance, Legal Venue, Applicable Law

For the shipment, the place of performance shall be the place of dispatch. For the payment, the place of performance shall be Vienna. Any disputes arising from this contractual relationship, including the General Terms and Conditions, shall be dealt with by the competent court in Vienna who has the jurisdiction over the subject matter. It shall be agreed that the law to be applied shall be the law of the Republic of Austria.

## (10) Severability

Should any individual provision or any part of a provision of the contract concluded with the customer, including these Terms and Conditions, be or become void, the validity of the remaining provisions of the respective contract and/or these Terms and Conditions shall in no way be affected. The void provision, no matter whether the provision is partially or completely void, shall be replaced by a provision coming as close as possible to the economic purpose of the void provision.

## (11) Information on Data Protection

Personal data of the Buyer shall be saved by TecPac GmbH exclusively for the purpose of customer support and information. If the Buyer does not wish to obtain any further information, this shall be taken into account by TecPac GmbH, provided it has been notified accordingly.