

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

§ 1 VALIDITY AND SCOPE

- 1.1 These Terms and Conditions are an integral part of every offer or contract for the sale of goods. With the placement of an order, the customer expressly accepts the validity of these Terms and Conditions as an integral part of the contract. Deviations shall only be valid if they are expressly confirmed by us in writing. Verbal agreements and agreements made on the phone shall only be binding if confirmed in writing.
- 1.2 These Terms and Conditions shall apply even if they are in contradiction to the contractual partner's terms and conditions.

§ 2 CONTRACT

- 2.1 Our offers are not binding on us unless they are expressly designated as binding in writing. We reserve the right to fulfil orders received.
- 2.2 The contract shall be deemed concluded when we confirm the order in writing or fulfil the order. In the event of a change in the customer's economic situation or default of payment, we shall be entitled to rescind the contract.

§ 3 GOODS

- 3.1 We shall deliver the goods in accordance with our written order confirmation. The content of our offers shall only be binding with regard to the quantity and quality of the goods, if express reference is made to the specifications in the offers.
- 3.2 Fluctuations in quality and deviations in material, manufacturing and colour are unavoidable and shall not be deemed as defects unless expressly agreed otherwise (e.g.: reference samples and specimens).
- 3.3 We reserve the right to deliver in excess or shortfalls by up to 10%.
- 3.4 We shall only guarantee suitability of the delivered goods for a specific purpose or process, if such a guarantee has been issued expressly and in writing. This applies in particular with regard to the authorisation of certain packaging for certain uses, the availability of design certificates and the suitability of our products as a container for hazardous substances.

§ 4 PRICES/PAYMENT

- 4.1 The prices specified in the order confirmation shall apply.
- 4.2 We may at our own discretion demand a down payment and/or guarantees for payment of the purchase price without stating any reasons. If down payments are not made and/or guarantees are not provided, we shall be entitled to rescind the contract and to demand indemnification of any damages incurred to us as a result of the rescission.
- 4.3 Our invoices are payable within 30 days of the invoice date net, without any deductions and expenses. In the event of a change in the customer's economic situation, we shall be entitled to demand immediate payment of our receivables.
- 4.4 In the event of default we shall be entitled to demand default interest in accordance with the provisions of the Interest Law Amendment Act, Fed. Law Gazette No. 118/2002. All costs of dunning and collection shall be charged to the customer.
- 4.5 Incoming payments shall be used first to cover the dunning and collection costs, then the interest, and then the oldest account receivable.
- 4.6 The offsetting of counter-claims is excluded.
- 4.7 Customer-specific tools shall, unless expressly agreed otherwise, be provided by the customer and shall in no case be included in the price of the goods.

§ 5 DELIVERY/ACCEPTANCE

- 5.1 We deliver the goods ex works, unless delivery to the consignee is agreed. In every case the goods are transported at the customer's risk. Any customs and export or import duties shall be paid by the customer.
- 5.2 The place of fulfilment is Sulz.
- 5.3 The delivery dates specified in the order confirmation or expressly agreed otherwise shall apply. We are entitled to make delivery in instalments in compliance with the agreed delivery dates.
- 5.4 If the delivery is delayed for reasons beyond our control, the delivery deadline shall be extended accordingly. The customer shall not be entitled to rescind the contract or to any other claims.
- 5.5 The customer is under obligation to provide all the tools, specimens, templates and parts, etc. required for fulfilment of the contract to us within due time. The provided tools must be provided in a form that is functional and ready for use in serial production in order to avoid any delays in the agreed commencement of production. If any costs or damages, especially production losses, are incurred to us due to non-compliance by the customer, we shall be entitled to demand compensation.
- 5.6 Pallets and transport packaging shall be replaced or invoiced separately at cost price.
- 5.7 The price includes the ARA licence fee for our transport packaging. We shall not accept any other release from responsibility.

§ 6 GUARANTEE/PRODUCT LIABILITY

- 6.1 Notices of defects must be delivered in detail and in writing within eight days of delivery under pain of exclusion. This also applies to every single delivery in the case of deliveries in instalments. If defects are not detectable despite a due inspection on delivery, notice thereof must be delivered forthwith upon their detection, but not later than within 90 days.
- 6.2 In guarantee cases we shall be entitled to remedy of the defect, replacement or exchange within a reasonable period at our discretion. However, we shall also be entitled to reimburse the purchase price. Any claims beyond this on the part of the customer are excluded.
- 6.3 We do not accept liability for property damage caused by defects in our products, unless the customer is a consumer within the meaning of the Product Liability Act.

§ 7 PATENT RIGHTS

- 7.1 The customer expressly declares that he is the owner of all copyrights and patent rights to the tools, specimens, templates, drawings, etc. provided to us. In the event of third-party claims against us for the infringement of patent rights, the customer shall hold us harmless and indemnify us.
- 7.2 Even after payment of all invoices we shall retain all the rights to the drafts, drawings, plans and other aids prepared by us. Any use, copying, reproduction or disclosure shall be subject to our express consent.

§ 8 CONDITIONAL SALE

All goods shall remain our property until full payment of all our accounts receivable from the customer, including ancillary charges and costs. Any pledging of goods sold conditionally requires our express and written consent. In the case of resale of the goods, the purchaser must be informed expressly about the conditional sale.

§ 9 FINAL PROVISIONS

- 9.1 Any legal disputes shall be referred exclusively to the materially competent court in Feldkirch.
- 9.2 The contractual relationship is subject exclusively to Austrian law. Application of the UN treaty on contracts for the international sale of goods is expressly excluded.
- 9.3 Should one or more provisions of these Terms and Conditions be or become invalid, the remaining provisions shall not be prejudiced.