

## 1. Scope

The present terms and conditions are valid exclusively for transactions concluded between companies. They are not applicable to transactions with consumers pursuant to art. 1 section 1 lit. 2 Consumer Protection Act, Federal Law Gazette nr 140/1979.

## 2. Prices

- a) Prices are only binding if offered in writing by the seller or if confirmed by the seller in a written confirmation of order.
- b) The price-fixing by the seller does not apply:
  - 1. in the event of wage or salary increases fixed by Collective Agreement,
  - 2. in the event of increase of public tariffs,
  - 3. in the event of increase of prices of raw material.
- c) Prices are payable net within 30 days.
- d) In case of failure to pay on due date, the compensation of all reminder fees and collection costs as well as of interest of 1 % per month will become due.

## 3. Order processing

### a) Conclusion of contract and deviations

The buyer shall verify the proofs and samples produced by the seller regarding all essential and required characteristics used for the production of the packaging. If corrections have to be made, they must be clearly marked. In case the confirmation of order is not in conformity with the order, such deviations must be objected to in written form within six days of issue of the confirmation of order. Otherwise the contents of the confirmation of order including the terms of delivery will be deemed to be confirmed.

### b) Quality

The quality of the raw and ancillary materials processed by the seller is deemed to be perfect if it meets the requirements of the terms of delivery of the paper industry, the chemical industry or any other relevant group of industries. The supply of defective goods up to a total amount corresponding to 2 % of the total quantity supplied cannot be objected to.

Galleys and proofs must be verified by the buyer and must be returned to the seller with the annotation "Perfect to print". The seller does not assume any liability for any errors caused or made by the buyer. Modifications ordered by phone must be confirmed in written form in order to be effective. In case of modifications ordered following the permission to print, all arising costs including the costs of an eventual downtime of the printing presses will be charged to the buyer. Slight deviations due to different printing techniques of proof and the final print product cannot be objected to. The seller guarantees the imprint of the EAN bar code in accordance with the regulations and in usual quality pursuant to the specifications of the ÖNORM 4510, in as far as the ordered bar code corresponds to the recommendations of this standard. The seller will not assume any further liability. If the buyer puts the production master including the master-film as originals of the bar code at the disposal of the seller, he must guarantee their quality and correctness.

### c) Quantity tolerance

The buyer consents to taking delivery and to payment of +/- 10 % of the quantity ordered. In case of orders for multipart packagings, the seller is entitled to supply parts with missing complementary parts within a quantity tolerance of +/-2 % of the total quantity.

## **d) Delivery time**

If no date of delivery has been agreed upon, the delivery time is deemed to correspond to the period of time between the date of confirmation of order and the date of information of the buyer about the readiness for delivery on the basis of the convened time. In any case, delivery time begins only to run after the approval of the proofs by the buyer and after the arrival of the documentation duly executed by the buyer with the seller. Delivery time does not include periods of time required by the buyer for the verification of proofs, complete samples, plates, etc. If an order is modified, a new delivery time has to be agreed upon.

## **e) Make-and-hold-order**

Taking delivery of the complete order must be completed within six months after the agreed first call off date. For every month commenced by which the buyer exceeds this deadline for order calling or for payment we will invoice 1 % for storage and 1 % for interest payment on the invoiced value of the goods. If not otherwise agreed, the goods must be called off monthly. If the buyer arranges for several call off orders per month, the seller shall be entitled to invoice the additional costs incurred.

## **f) Storage**

If the goods are not called off within the period of time agreed upon, the seller shall be entitled after a further demand to call off the goods, to store the goods in a public warehouse to the account of the buyer.

## **g) Storage of printing material and tools**

The seller is not committed to store print products, plates, impression cylinders, films, papers etc. after the execution of the order, unless otherwise agreed upon with the buyer. In this case, the storage will be at the charge and at the risk of the buyer. Invoicing will be effected after three months. The seller will be released from his obligation to store if the buyer does not pay the invoiced costs within 4 weeks.

## **h) Short-time storage**

If a short-time storage with the seller has explicitly been agreed upon, the seller shall not assume any liability for any damages of the goods, provided he has not failed against his obligation to due care and diligence of a prudent businessman. The seller is not obligated to take out any insurance to cover the risks for the stored goods.

## **i) Force Majeure**

In cases of force majeure as well as in cases of strikes, lock-outs, unforeseeable machine damages, impossibility of obtaining raw materials, delay in the supply of raw materials and similar cases, the seller shall be released completely or partly from his duty to keep to the delivery conditions.

## **j) Default in delivery**

In case of a default in delivery the buyer shall grant a reasonable grace period to the seller.

## 4. Right of ownership and copyright

### a) Right of ownership

All typesettings, printing blocks, lithographies, films and plates, mats, die cutters, original printing plates and stereotypes as well as any other materials/tools necessary for the production process remain the property of the seller, even if the buyer has compensated for the value of these items. This also includes materials/tools that have been manufactured by the seller or upon his order by a third company. The costs incurred to the seller will be invoiced to the buyer. Drafts and description of ideas shall not be disclosed to third parties for commercial purposes.

### b) Copyright

The buyer assumes complete liability for any breach of copyright and commits to hold the seller harmless in case copyright claims of third parties are asserted against him. The seller is not obligated to investigate the copyright conditions.

### c) Retention of title

In case of unsettled claims the seller shall hold against the buyer a right of lien on any raw materials that have been remitted to the buyer by himself or with his knowledge by third parties. The goods supplied remain the property of the seller until complete settlement of the convened price. The compensation of all costs of reminders and of collection including 14% of default interests is deemed to have been agreed. The delivered goods must not be pledged nor transferred for security prior to complete settlement without the consent of the seller. Prior to complete settlement of the invoiced price, the buyer shall only be entitled to a resale of the supplied goods, if he redeems the sold goods by simultaneous settlement of the part of the price corresponding to the sold part of the goods.

## 5. Receipt of goods, warranty

- a) Each complaint concerning the delivery must be submitted in written form within eight days after the date of delivery. If the complaint is about a damage occurred during transportation, the complaint must be submitted immediately after the receipt of the goods.
- b) Supplied goods, recognized by the producer of the folding boxes as being defective, shall be revised or credited to the buyer. The producer of the folding boxes is not liable for any indemnities for consequential damages.
- c) If a part of the supply gives rise to a claim, the principle of reduction of damages for subsequent damages on the remainder of the delivery becomes noticeable.
- d) A complaint concerning the quality of the products that has not been recognized by the producer of the folding boxes shall be submitted to a court of arbitration.
- e) The liability of the producer of the folding boxes is limited to the invoiced amount. He shall not be liable for any subsequent damages.
- f) The buyer shall not raise any claims against the producer of the folding boxes after the supplied goods or part of them have been used, processed or modified.
- g) Notices of defect in case of hidden defects must be brought to notice within three months after delivery. Otherwise these defects cannot be claimed anymore. Tolerances are permitted, likewise for paper, cardboard and other materials, as mentioned in the relevant terms and conditions of the supplier. In case of part-shipments, complaint must be made concerning the respective defective parts. Pursuant to the practices of the paper industry a tolerance of +/- 5% concerning the grammage is permitted for all papers and cardboards. The seller shall on no account be liable for any damages due to improper storage of the products by the buyer.

## 6. Product liability

The obligation to render compensation for property damages pursuant to the Product Liability Act, Federal Law Gazette 99/1988, as well as product-liability claims that might be derived from other provisions, are explicitly excluded. These limitations of liability have to be fully imposed on eventual buyers with the obligation to impose them on further buyers. The subject matter of the sale offers only such safety as may be expected considering the specific characteristics of the material.

## 7. Imprint

The seller is entitled to print his company name, his company text or the company registration number as well as the product symbol in accordance with the free space and without disturbing the print image on the products.

## 8. Jurisdiction

The place of performance of all contractual relationships, object of the present terms and conditions, shall be the place of the head office of the seller; lawsuits filed by the buyer concerning all disputes about the existence or non-existence of such a contractual relationship shall be submitted to the court having jurisdiction in the place of the seller, if the buyer wishes to do so, lawsuits filed against the seller shall be submitted exclusively to the court of general jurisdiction in the place of the seller.

## 9. Deviations from the general terms and conditions

Deviations from the present general terms and conditions will become effective only upon written agreement. The present general terms and conditions will remain effective, even if several parts of these terms and conditions become invalid for any reasons whatsoever. General terms and conditions of the buyer or of third parties differing from the present terms and conditions shall not be binding for the seller, even if the buyer refers to such terms and conditions and the buyer does not explicitly reject those terms and conditions.