

1. Scope of application

- 1.1 We supply our goods and provide our services exclusively at the terms and conditions set out below (hereinafter "Terms"). These Terms shall also apply to future transactions. The "Terms and Conditions of the Professional Federation of the Machine Building and Steel Industry of Austria" (Allgemeine Geschäftsbedingungen des Fachverbandes der Maschinen und Stahlbauindustrie Österreichs) apply on a subsidiary basis. The customer is deemed to be familiar with these terms.
- 1.2 Conflicting terms and conditions, especially the customer's terms and conditions of purchase, shall not apply. Meier Verpackungen does not need to object to these.
- 1.3 These Terms may be amended only in writing. Placing an order for or accepting a supply shall be construed as an acknowledgment of these Terms in any event.

2. Offer

- 2.1 Our offers are non-binding. We reserve the right to intermediate sale.
- 2.2 The customer may not reproduce, make available to third parties or otherwise use all offer documents without our prior written consent.
- 2.3 Contracts (orders) are generally executed with us not until we have confirmed the order in writing. Prior offers or any other statements we have made are always non-binding and are simply an invitation to place orders, which we have to accept at all times. However, we may opt to accept a contract verbally or by way of implication in a particular case. If our confirmation of an order deviates from the terms of a purchase order, the transaction will be concluded at our terms, unless the customer objects immediately after receipt of the confirmation of a purchase order.
- 2.4 Any amendments of contracts concluded are valid only if made in writing.
- 2.5 If the buyer withdraws from the contract, a cancellation fee equal to 10% of the order amount applies in case we accept the buyer's cancellation. That fee is payable even if the buyer cannot perform the contract without his fault. The customer has sole responsibility for getting information about measurements, dimensions, and the quality of the products to be supplied. We are not obliged, in any event, to inquire about the intended purpose of the product ordered from us. We are not obliged either to warn the customer of the intended use of a product, even if we are aware thereof.

3. Price

- 3.1 The agreed prices are based on the cost of materials and

labour on the contract execution date. Any cost increases shall be borne by the customer.

- 3.2 Unless otherwise agreed, prices are ex works, excluding packaging and loading. The delivery takes place at the ordering party's cost and risk, even if delivered-to-premises was agreed. Unless otherwise agreed, our prices valid on the date of a delivery shall be applicable.
- 3.3 Unless otherwise agreed in writing, all prices are net prices in Euros exclusive of value added tax, customs duties, taxes for the disposal of packaging (ARA license, DSD) etc.
- 3.4 If invoices are issued in a foreign currency and the exchange rate of Euro and the foreign currency changes by more than 3% between the date on which the order was placed and the invoicing date, we are entitled to charge the full change to the ordering party.
- 3.5 If supplies are made at a later date for reasons within the customer's control, we may bill higher prices to compensate the resulting higher costs, notwithstanding our right to compensation of any damage we may otherwise incur.
- 3.6 Where orders consist of several units, we may issue an invoice after each separate unit was delivered or service provided. If several services or supplies were accepted by way of an overall offer and the customer places an order in derogation from that offer, we may adjust the price accordingly and eliminate in particular volume discounts or other discounts.
- 3.7 We are not obliged to accept bills of exchange. We accept bills of exchange or checks only in lieu of performance. We reserve the right to demand payment in cash, against return of the bills of exchange, if necessary. Payments are deemed to have been made not until the check or bill of exchange was finally cashed. All charges, including those for transfer and prolongation, shall be borne by the ordering party and must be paid to us in cash in advance. We do not accept any liability for the timely submission, protest, notification and/or transfer of or non-cashment of bills of exchange.
- 3.8 The ordering party may not withhold payments due to incomplete delivery, guarantee or warranty claims or complaints.
- 3.9 Counterclaims which are due may be set off against our claims only if we have acknowledged a counterclaim in writing or if it was awarded by a final judgment of a court. The ordering party may not assign its receivables from us to third parties, except with our prior written consent. All payments made to us shall first cover interest and cost, and then the oldest amount due to us, even if earmarked otherwise.

4. Online shop

The following conditions apply to orders placed through our online shop.

- 4.1 The presentation of the products in the online shop does not represent a legally binding offer, only a non-binding online catalog. You can initially place our products in the shopping cart without obligation and correct your entries at any time before sending your binding order by use of the provided and explained correction aids. By clicking the order button you place a binding order for the goods in the shopping cart.
- 4.2 Order confirmation (1st mail after submitting your order): Confirmation of receipt of your order will be sent by email immediately after the order has been sent. This automatically generated order confirmation is not a contract acceptance by Meier Verpackungen GmbH, it only documents the electronic receipt of the order.
- 4.3 Order acceptance confirmation (2nd mail after submitting your order): The purchase contract is generally executed with our written order confirmation. We are entitled to accept a contract verbally or by way of implication in a particular case. If our order confirmation deviates from the terms of an order, the legal transaction is concluded on our terms, unless the customer objects in writing immediately after receiving the order confirmation.

5. Repairs/cylinders/plates/equipment

- 5.1 In connection with repair jobs, we will provide the services which we consider necessary and useful and charge these on the basis of expenses incurred. The same shall apply also to services and extra services that turn out to be necessary and useful only during the execution of the contract; in this context, we are not required to give separate notice to the ordering party.
- 5.2 The ordering party shall have to pay any costs incurred for preparing offers for repairs or for our assessment, even if no contract is awarded.
- 5.3 Unless otherwise agreed, the tools, cylinders, plates or any other equipment which is necessary for the production of the goods are the property of the contractor, regardless of the proportionate costs charged. The proportionate costs will be charged for the use, but not for the purchase of such equipment. All cylinders and plates of individual motives will be stored one year after the last order date. The cylinders/plates/equipment will be destroyed if we do not receive a new order after that time.

6. Information

- 6.1 Illustrations, drawings, measurements and weights indi-

cated in catalogues, offers, promotional letters, prospectuses etc are non-binding. Changes are reserved

7. Delivery

- 7.1 Unless otherwise agreed, place of performance shall be Meier's factory at 8200 Albersdorf, Austria. Unless otherwise agreed, deliveries take place EXW place of performance according to the Incoterms, as amended on the contract execution date. Shipment and transport takes place for the account and at the risk of the customer. Any risk shall pass to the customer as soon as the consignment is offered to the customer at the place of performance. The customer shall be deemed to be in default if he refuses to take possession of a consignment. In addition, we shall be deemed to have delivered a consignment in this case and are entitled to store the goods at the customer's cost and expense. The customer shall promptly reimburse the resulting storage and other costs. In case of any delay in acceptance, we are liable for the loss or deterioration of the subject-matter of purchase only in case of gross fault.
- 7.2 Confirmed delivery times are generally not binding.
- 7.3 We are allowed to make partial or advance deliveries.
- 7.4 Unforeseeable circumstances or events beyond our control (such as force majeure, delays in supplies from subcontractors etc) will extend the delivery schedule and do not create a right on the part of the customer to reimbursement or compensation for damage.
- 7.5 In case of partial deliveries, every delivery shall be an independent delivery. If goods ready for dispatch cannot be shipped for reasons within the customer's control, or if the customer does not want these goods to be shipped, we may at our discretion store the goods at the customer's expense, whereby the delivery shall be deemed to have taken place. This will not affect the agreed terms of payment. The risk will transfer to the customer when the goods are put into storage.
- 7.6 The risk will transfer to the ordering party when the goods are ready for dispatch and when supplies are ready for loading. The goods will be shipped uninsured for the ordering party's account and risk.
- 7.7 In case of delays in delivery, the ordering party may not enforce claims for the compensation of damage and/or withdraw from the contract.

8. Payment

- 8.1 Unless otherwise agreed, the invoice amount is payable within 8 days from the invoice date, net without any deduction and free and clear of charges. Place of perfor-

- mance in respect of all payments shall be our headquarters at 6845 Hohenems, Austria.
- 8.2 In case of partial invoices, the corresponding partial payments shall be due upon receipt of the respective invoice.
- 8.3 Any rebates, bonuses etc granted shall be conditional upon receipt of the full payment.
- 8.4 In case of late payment, we will charge interest at the legal rate applicable to transactions between traders. If the rate of bank interest payable by us is higher, we may charge that rate of interest as an alternative. If the customer is in default with a payment due or with any other performance, or if circumstances occur which raise doubts as to the customer's creditworthiness, we may demand immediate payment of all amounts receivable, withdraw from all pending supply contracts, and demand compensation for damage due to non-performance. We may withdraw from the contract if the customer did not heed the terms of payment set by us or if there are concerns in respect of the customer's willingness and/or ability to pay, and if the customer neither makes an advance payment as requested by us nor provides security to our satisfaction prior to the delivery or service. Notwithstanding claims, if any, for the compensation of damage, if we withdraw from the contract, we will bill according to the terms of the contract and the customer shall pay the services or partial services already provided by us. The same shall apply if the customer has not yet taken over the delivery/service and to any preparatory action taken by us. In any event, we may also demand that the customer return already delivered items.
- 9. Reservation of title**
- 9.1 All goods will remain our property until such time as all amounts due to us, including but not limited to the outstanding balance, including ancillary claims such as interest and collection fees, were paid in their entirety; this applies also in case the goods are transferred to third parties (extended reservation of title). In current account transactions, reservation of title to the goods shall secure the outstanding balance payable to us.
- 9.2 In case of late payment, the seller may independently take possession of the sold goods and sell these, while maintaining the purchase contract. The buyer undertakes to surrender the goods at the seller's request and allows the seller to take possession of the goods even without the buyer's participation.
- 9.3 The ordering party may resell the goods for which we have expressed reservation of title in the ordinary course of its business, unless the ordering party is in default with payment or must be concerned that it cannot pay the sum owed to us in full on the date on which it is due.
- 9.4 The creation of collateral security over the reserved goods shall require our consent.
- 9.5 The buyer of the reserved goods undertakes to verifiably notify the second buyer in writing that we have expressed reservation of title in respect of the goods (transferred reservation of title) without in turn entering into a verifiable and written agreement on a reservation of title (subsequent reservation of title), without the reservation of title thereby transferring to the ordering party.
- 9.6 The ordering party transfers in advance its receivables from reselling the reserved goods on credit, these receivables simultaneously arising as our receivables, and the ordering party undertakes to record the assignment in its books when the receivables are created.
- 9.7 In case of any treatment or processing of the goods, we will become joint owner of the new item in proportion of the value of the reserved goods compared to the value of the new item.
- 9.8 The ordering party assigns to us already at this point in time its rights to insurance benefits or compensation due to destruction of or damage to the reserved goods.
- 9.9 In case of pledge of or any other disposition by a third party over the goods for which we have expressed reservation of title, the ordering party shall enforce our ownership right and inform us without delay.
- 10. Warranty and liability**
- 10.1 We guarantee that the goods correspond to the agreed specifications. Deliveries ex warehouse take place in fair marketable quality without any guarantee for the goods' fitness for specific purposes or specific processing. Deliveries based on standards are governed by the technical standards of the country of manufacture. We guarantee that the goods may be marketed within the European Union. It is the customer's responsibility to clarify whether the goods may also be marketed outside the European Union.
- 10.2 We do not offer any warranty for defects caused by improper storage, use or transport. If the customer claims that such defects exist, he shall be required to prove proper storage, custody, use or transport of the goods.
- 10.3 Information about products and the quality of products in catalogues, promotional letters, prospectuses, ads, price lists etc is given without guarantee.
- 10.4 The customer shall thoroughly examine the goods after delivery and notify any defects within 5 business days in writing, such notice to be accompanied by a sample of the

incriminated goods and other documentary evidence (such as photos), failing which the customer shall not be able to lodge any claims, including claims for consequential damage caused by defects. The customer shall document the alleged defects in writing on the delivery papers on the date on which he takes over the contractual goods and send a copy to Meier. At our request, the customer shall allow us or an expert consultant nominated by us or by a third party (such as an insurance company) to inspect the goods. If a defect is notified in due time and - at our request - is inspected by an expert who confirms that a defect exists, we will take corrective action at our election by way of improvement or exchange, taking back the defective goods and crediting the purchase price, or granting the customer a price reduction. The customer shall not be entitled to enforce other and further claims.

- 10.5 The warranty period is six months and commences as soon as the goods are offered to the customer at the place of performance.
- 10.6 The customer may not withhold payments due to warranty claims or any other claims whatsoever.
- 10.7 We shall not be liable for damage caused by slight and plain gross negligence. We shall not be liable for consequential damage, including but not limited to lost profits. Furthermore, our liability shall not exceed an amount of € 2 million.
- 10.8 Incriminated goods may be returned only with our express prior consent and at the customer's cost and risk. Any ancillary expenses incurred for returning the goods (such as storage expenses) shall be borne by the customer. If goods are returned without our prior consent, we may refuse to accept the returned goods and send them back to the customer at the customer's expense.

11. Venue and governing law; final provisions

- 11.1 All legal relationships between us and the customer shall be governed by and construed in accordance with Austrian substantive law, to the exclusion of the UN Sales Convention. If the customer is domiciled in the European Union or in an EFTA state, exclusive jurisdiction for all disputes arising out of or in connection with the contractual relationship between us and the customer, including but not limited to disputes relating to these Terms and Conditions for the Sale and Delivery of Goods, shall be 6800 Feldkirch, Austria. If the customer is domiciled outside the European Union or EFTA, all disputes arising out of or in connection with the contractual relationship between us and the customer, including but not limited to disputes relating to these Terms, shall be referred to the International

Arbitral Centre of the Austrian Economic Chamber in Vienna (Vienna Rules). The language to be used in the arbitral proceedings shall be German. The place of arbitration is Vienna. Notwithstanding the jurisdiction of the arbitral tribunal, a party may apply for interim or protective measures with a national court, and a court may order these measures prior to or during arbitration proceedings. However, in all cases, we may sue the customer also before another court having jurisdiction for the contracting party.

- 11.2 Should any term of the contract or of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the remaining terms of the contract and these Terms and Conditions. Any invalid or unenforceable term shall be deemed replaced by a term reasonable parties would have agreed on to achieve the economic purpose of the invalid term.
- 11.3 The customer may not assign his claim to delivery of the items to others.
- 11.4 The customer may not challenge a contract on the grounds of error.
- 11.5 Documents or information about us, our products, distributors or other customers, which are made available to the customer or which come to his attention otherwise, may not be disclosed or otherwise made available by the customer to third parties, including but not limited to our competitors, except with our prior written consent. This also applies to documents such as templates, quotes, promotional materials, price lists or contracts that are delivered to or otherwise obtained by the customer. All rights to these documents are unconditionally due to us.
- 11.6 The language of the contract shall be German. Even if the contracting parties use any other language, the German language will prevail.

Changes are reserved.