

## General Terms and Conditions

### 1. Introduction

These general terms and conditions shall apply exclusively and no other form shall be effective unless expressly agreed in writing. The general terms and conditions shall also apply if the buyer provides his conditions in conflict or deviating from our general terms and conditions. For repeated orders the buyer acknowledges his acceptance of these terms and conditions. All agreements and offers shall only be binding if we confirm them in writing.

### 2. Delivery Period

Any dates of delivery given by us shall be estimate dates only and are not binding. Only after setting in writing of an eight-week period of grace the buyer is entitled to withdraw from the contract. If buyer disregards or misses agreed dates of collection of goods defined in a frame-contract, we will be entitled to invoice the total amount corresponding to the goods not collected.

### 3. Pricing

Unless otherwise agreed our prices are ex works and exclude Value Added Tax, costs for packaging and ARA according to the relevant packaging ordinance.

The minimum order size is 25.00 €. Orders below 200.00 € will be subject to an additional charge of 30.00 €.

Our prices are based on the cost structure valid at the time the contract was concluded. We reserve the right to adjust our prices at our discretion to reflect the development of the costs relevant to the price calculation.

### 4. Delivery

For custom-made products we are entitled to deliver over or under the quantity ordered.

### 5. Dispatch

Unless otherwise agreed deliveries over 450.00 € within Austria are based on DDP (Incoterms 2020) to one destination per order, alternatively uncovered at buyer's risk and expense.

### 6. Installation, Test-runs

Unless otherwise agreed pricing for packaging machinery does not include installation and test-runs. These costs are borne by the buyer and will be invoiced according to our pricelist.

### 7. Conditions of Payment

Conditions of payment are subject to clearance by a commercial credit insurance. Unless otherwise agreed conditions of payment are as follows:

For deliveries of packaging material: 2% 10 days, Net 30 days (2% discount if payment received within 10 days, otherwise payment 30 days after invoice date)

For spare parts and other machinery related services: Net 10 days (payment 10 days after invoice date).

Exceeding of the agreed period allowed for payment entitles us to 1% interest per month. Setoff against any counterclaims is excluded.

### 8. Liability and Compensation

Liability for minor defects of goods (measurements, weight, colours, etc.) will not be accepted.

The period for bringing in claims for defects is limited to 6 months, which is calculated from the transfer of risk to the buyer, the very latest from arrival of goods at point of destination. Any defects must be notified immediately in writing, otherwise the buyer's right to any claims forfeits. Defects or complaints do not entitle the buyer to defer or hold back payment in full or parts of it. If defects are rectified by us at any location other than the original destination of the goods, additional costs will be borne by the buyer. Any claims for compensation against us, unless a result of gross negligence or deliberate breach of obligation by us, are excluded. That also applies to the liability for our partners' and suppliers' default. As of the start of the period of limitation for warranty and additional to §933aAbs2 ABGB buyer is obliged to proof our qualified fault and damages. Liability for consequential damage is excluded.

### 9. Reservation of Title

We reserve the title to the contract goods until all payments have been settled completely. Information about third party claims has to be provided in writing.

### 10. ARA-Licence

Our ARA licence number is 80202 and covers licence fees for transport packaging of the goods delivered. ARA licence fees for our products can be covered by a special service agreement.

### 11. Place of Performance and Court of Jurisdiction

This agreement is governed by Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods. Place of performance is exclusively Vienna, also in case of carriage free deliveries to a different location.

Court of jurisdiction is exclusively the competent court in Vienna.

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