

#### **I. General**

1. In the absence of a separate contractual agreement in writing, our orders are exclusively based on these terms and conditions, excluding the applicability of the general terms and conditions of the SUPPLIER, unless these have been explicitly recognised.
2. These conditions apply to all permanent business relationships, also without specific reference to future business transactions, provided that they have been received with an order confirmed by us.
3. Orders will become binding only if confirmed in writing. Any modifications or additions of these terms and conditions shall only be valid if they are made in writing.
4. No remuneration is provided for the elaboration of offers, plans, or estimates of costs, etc.
5. The SUPPLIER acknowledges that it has examined all documents made available and that it has acquired all the required information. The SUPPLIER is not entitled to claim that it did not fully receive the necessary documents and information in good time. The SUPPLIER is obligated to request all necessary information, documents and technical details in time in order to ensure a timely delivery and performance.
6. The language of this contract is English. In the event that the contracting parties use another language, the German wording shall prevail.
7. If individual provisions of this agreement are invalid or infeasible, the effectiveness of the remaining clauses shall remain unaffected.

#### **II. Prices**

1. The prices stated by the SUPPLIER are fixed prices and apply until the entire scope of delivery and services has been completely fulfilled.
2. In the absence of a separate express agreement, the prices are DDP to the destination identified by us according to INCOTERMS 2010. The prices stated by the SUPPLIER are in EURO including costs of packaging, collecting and treatment, excluding VAT at the appropriate statutory rate, applicable on the date of delivery.

#### **III. Delivery**

1. Every delivery must be accompanied by a delivery note detailing the order and article number, commodity code, country of origin and an exact description of the goods. The SUPPLIER shall be liable for the consequences of incorrect issuing of consignment notes.
2. According to the current ARA system (Altstoffrecycling Austria AG), the SUPPLIER must specify the "ARA licence number", "packaging fractions" and weights on the delivery note.
3. All deliveries are effected free from retention of title

#### **IV. Invoice**

1. Original invoices must be submitted no later than the 3<sup>rd</sup> of the following month. All invoices received after the 3<sup>rd</sup> of the month, will be processed the following month.
2. An invoice shall be submitted for each order upon completion of the delivery and services, and detail the order and article number. Invoices for performed work and installations must specify the number and date, the relevant daily wages and the time records confirmed by us.
3. All invoices shall be sent exclusively to the following invoicing address SSI Schäfer IT Solutions GmbH, Friesachstraße 15, 8114 Friesach b. Graz, Austria

#### **V. Terms of Payment**

1. Payment shall be effected within 14 days with a 3% discount or within 30 days net. The agreed terms of payment apply from receipt of invoice. If the invoice arrives before the goods, the terms of payment apply from the receipt of goods. The payment shall be deemed effected with our bank transfer order.
2. We have the absolute right to offset claims regarding our deliveries and services

#### **VI. Delivery times / Penalties**

1. The delivery dates specified in the order are binding and must be strictly met. The decisive factor for the adherence to the delivery time or the delivery period shall be the receipt of the goods at the specified point of receipt. Any extension of time for delivery must be agreed upon with us
2. In the event of failure to meet the delivery date, the supplier shall be granted a reasonable period of grace to perform the delivery. In the event of non-compliance with the aforesaid period of grace, we shall be entitled to fully or partially obtain these services from a third party or withdraw from the contract. The right to claim further damages remains unaffected.
3. In the event of a default in delivery by the SUPPLIER, we shall be authorised to demand a contractual penalty in the amount of 1 % of the order value for each commenced week of delay, not to exceed a maximum of 10 % of the order value however.

#### **4. VII. Transfer of risk / Acceptance**

1. The transfer of risk is effective from the time of acceptance of ordered deliveries and services.
2. A confirmation of acceptance does not constitute an acknowledgement of correctness of the delivery and services.

#### **VIII. Liability**

1. The SUPPLIER is liable for ensuring that all deliveries and services comply with the legal requirements based on state-of-the-art technology and environmental and safety regulations, and that it is in possession of all authorisations (patents, property rights etc.) for using these products. The supplier shall indemnify us against any claims or damages.
2. The SUPPLIER shall maintain adequate insurance providing coverage for personal injury and property damage.
3. The supplier shall indemnify us against any compensation and warranty claims made by our purchasers, insofar as these claims are based on a deficient delivery or performance, culpable breach of contract of the supplier or agents acting on its behalf. This also applies to subsequent damages and financial losses.

#### **IX. Warranty**

1. The warranty period is 24 months commencing on the date of full delivery and service performance. If defects occur during the warranty period, these will be removed at the supplier's risk and expenses. The warranty period for replaced parts shall recommence from the time of replacement. The right to claim further damages remains unaffected.
2. The supplier assumes liability for defects under the statutory provisions. The supplier ensures accurate and adequate performance of ordered services by itself, its sub-suppliers and upstream suppliers. The SUPPLIER guarantees complete and fault-free performance of his services according to the agreed order and delivery, and compliance with all relevant legal and official regulations.
3. An examination period of 3 months from the acceptance of the goods is agreed as adequate according to article 377 of the Austrian Commercial Code (UGB).

#### **X. Ownership**

1. We reserve the rights of ownership and copyright to any data and documents provided by us. The documents may not be made accessible to third parties without our express consent. They shall be clearly identified as our property and stored separately.

#### **XI. Other**

1. Any modification concerning the order must be made in a timely manner and approved accordingly.
2. If the Supplier fails to comply with its contractual obligations, or should bankruptcy proceedings be initiated over its assets, we are entitled to withdraw from the part of the contract that has not yet been fulfilled.

#### **XII. Place of fulfilment/Applicable law/Jurisdiction**

1. In the absence of an express agreement, the place of performance and payment shall be 8114 Friesach bei Graz, Austria.
2. These terms and conditions shall be governed and construed in accordance with Austrian law including all reference standards of the international private law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. Place of jurisdiction shall be Graz, Austria.