

General Terms and Conditions

These Terms and Conditions apply to all of our offers and orders. The applicability of any deviating terms and conditions of purchase of the Purchaser is hereby expressly excluded. Such terms and conditions are not binding upon us, even if we fail to expressly reject them again upon conclusion of the contract. Oral agreements or those made by telephone are only valid once they have been confirmed by us in writing. The same also applies for orders taken by our representatives or other agreements reached with them. Our Terms and Conditions of Sale are deemed to have been accepted at the latest upon receipt of the goods. Any deviations to these Terms and Conditions of Sale and Delivery must be agreed upon in writing. The Purchaser expressly waives any right to offset any counterclaims against our claims. Any claims of the Contractor may only be asserted in court. We are entitled to store, process and transfer data relating to the movement of goods and payment transactions, along with data relating to the Purchaser. The Purchaser expressly consents to such usage of its data in accordance with the Austrian Data Protection Act. If any individual provisions of these Terms and Conditions of Sale and Delivery are or become invalid or unenforceable, this will not affect the validity of the remaining provisions. The invalid or unenforceable provisions will be automatically replaced by such valid and enforceable provisions that most closely achieve the economic purpose. The Purchaser expressly waives any right to challenge these Terms and Conditions of Sale and Delivery on any grounds that may be waived with legal effect. Austrian law applies to legal transactions based on these Terms and Conditions of Sale and Delivery, including in relation to the question of their valid conclusion. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

Offer + prices

Our offers are subject to confirmation. Binding agreements may only be entered into following receipt of the order and after examination of the manufacturing and delivery possibilities. Our pricing is based on the cost factors applicable on the date of the offer. We are entitled to adjust the prices in the event of a change in these factors up to the date of delivery. Call orders are subject to the prices confirmed until expiry of the call period, provided that no salary increases occur and raw material prices do not change during this period by more than +/-5%, which will entitle us to increase the prices or to cancel the order in full or in part. Due to high processing costs, individual orders with a net invoice value of less than EUR 110.00 will be subject to a minimum quantity surcharge of EUR 19.00. The prices quoted are NET prices without value added tax. Value added tax will be added to the prices specified and openly invoiced. Goods are liable to be sold until confirmation is received.

Delivery + acceptance

Deliveries occur DAP ("Delivery at place") starting with a net invoice value above EUR 280.00 excluding HGV tolls and excluding ARA disposal costs. Delivery schedules commence on the date of order confirmation, but under no circumstances prior to full clarification of all details relating to execution. Unless our order confirmation is disputed in writing within 24 hours, it will be deemed to have been accepted in full and the goods ordered will be delivered. If the development of relations leads to disruptions or constraints on our manufacturing process or for our suppliers, both parties will be entitled to rescind the Contract. However, the Orderer is only entitled to do so if we give notice to the Orderer that we will be unable to complete the delivery within the foreseeable future. As a matter of principle, the Orderer is not able to claim damages due to non-delivery. No liquidated damages may be claimed, and no damages claims may be brought due to late delivery. Partial deliveries are permitted. In the event that orders are placed in error by the Purchaser and the collection of the goods by us carriage free as a matter of goodwill, we must deduct a handling charge of EUR 25.45 from the amount credited. The costs of and damage caused by the failure to collect are to be borne by the Buyer, irrespective of the reasons for this. Return shipments of goods delivered will not be accepted without the prior approval of the Seller. The transportation risk for return shipments is to be borne by the Buyer, even if the return shipment is conveyed by the trucks of the Seller.

Dispatch

Dispatch is at the risk of the Buyer for delivery carriage paid, delivery at place or delivery by the Seller's truck. We only insure the goods if expressly requested to do so by the Purchaser, who will bear the cost. Call orders are subject to a maximum call period of 12 months from the date of the order. If the goods are not ordered within this period, we reserve the right to deliver the goods without notice, unless expressly agreed otherwise.

Claims

The goods must be inspected promptly after receipt at the place of destination and handled with the care of a prudent merchant. The duty of inspection also applies if type samples are dispatched. If no investigation is carried out, the Seller will bear no liability for defects in the goods. Notifications of defects must be submitted to us in writing within 6 days of receipt of the goods, failing which they cannot be taken into account. If the reclamation is accepted by us, we will at our choice either deliver a replacement or issue a credit note. The Buyer has no further claims.

Performance

The order will only become binding upon us following our written confirmation, which is the sole decisive criterion. Oral declarations by our authorised agents do not bind us. Samples will be prepared by hand. There may be minor differences between hand-made samples and later deliveries. Product tolerances of up to +/- 15 % strength and +/- 3 % to +/- 5 % length and width of the relevant size do not constitute grounds for a complaint. For special orders, we reserve the right to make excess or short deliveries compared to the amounts ordered of up to 30% for delivery quantities of up to 2,000 items and of up to 20% for delivery quantities of more than 2,000 items. Differences in composition, quality, purity, colour and other characteristics, such as light- and water-resistance and 100% colour retention, do not constitute grounds for a claim and we provide no guarantee in this respect. For printed goods, gauge-pin deviations of +/- 2 mm and fuzzy borders, edges and letters will not be acknowledged as grounds for a claim. Pressure plates, stamping dies or other devices used to implement the order remain our property, even if they are invoiced to the Buyer. Plans and samples will be billed. They may not be copied or imitated, nor made accessible to third parties. The Purchaser is liable for the infringement of industrial property rights through the manufacture or usage of the goods delivered.

Payment

Unless agreed otherwise, invoices must be paid immediately upon receipt with no deduction. If, after conclusion of the Contract, the Buyer's circumstances are unsuitable for the granting of credit, the Seller may demand payment immediately or the provision of security. If this is not acted upon within the deadline, the Seller may rescind the Contract or claim damages. If the payment deadline is not complied with, default interest will be charged from the due date onwards without any requirement for a further notice of default to the Buyer. The Seller is also entitled to claim compensation for any monetary devaluation between the invoice date and the date of payment. In the event of late payment, all outstanding claims will become immediately payable without deduction, even if they are not yet due. This right will not expire, even if a payment deferral has been granted on previous occasions. The Seller is not obliged to accept drafts. They may be accepted as payment subject to the usual reservation. Discount costs and all other expenses are to be borne by the Buyer. The acceptance of drafts will not affect the maturity date of the claim and, hence, the Buyer may not invoke a payment deferral until the draft falls due in respect of the claim to the purchase price. Cheques are not regarded as cash payment and will only be accepted subject to reservation. The claim will fall due immediately in the event of the cessation of payments or the initiation of composition or bankruptcy proceedings relating to the Buyer. The Buyer's payment term will also remain applicable in the event of a notification of defect. Justified warranty claims also do not constitute grounds for a deferral of the deadline for payment of the purchase price.

Retention of title

The goods delivered by us will remain our property until settlement in full of all outstanding claims. The retention of title also extends to goods that are sold on and to products created through processing. The Seller will also acquire ownership in the event of their amalgamation or mixing with materials that do not belong to the Seller. In such cases, the Buyer will be deemed to be the custodian of the Seller. The Buyer is entitled to dispose of the goods in its ordinary course of business. Any other disposal, including in particular pledge, transfer as collateral or transfer by way of exchange is not permitted. Any seizure by a third party must be reported promptly. The Buyer's claims resulting from the resale of our goods are hereby assigned to us as security, irrespective of whether the goods are resold to one or more purchasers, in a processed or unprocessed state. In the event that the goods are sold by the Buyer along with other goods that do not belong to us, the claim to the purchase price will only be assigned in the amount of the value of our goods. The Buyer is irrevocably authorised to collect receivables resulting from resales. If requested by us, the Buyer must inform us of the debtors of the assigned claims and give notice of the assignment to the debtor. If the value of the security provided to us exceeds our overall claim by 25 %, we agree to release deliveries chosen by us that have been paid for in full, if requested to do so by the Purchaser.

Place of performance

The place of performance and jurisdiction for rights and duties resulting from the contract of sale is Ried im Innkreis, Austria. This also applies for claims resulting from bills of exchange irrespective of their place of payment. At the discretion of the Seller, any court within the district where the Customer has its registered office, a branch or assets may be called on.

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- Managing Directors: Max Rinner, Ralph Terhardt
- Jurisdiction: 4910 Ried im Innkreis, Austria
- Commercial Registry No. 106098 b ARA No. 2391
VAT No. ATU 21610406 Data Protection Register No. 0719021