

**STATEC BINDER GMBH
GENERAL TERMS AND CONDITIONS OF PURCHASING
(Issued 06/2016)**

1. Validity/competing terms and conditions of the contractor:

The following terms and conditions apply to all orders of STATEC BINDER GMBH (customer), unless otherwise expressly agreed upon in writing in an order.

Provisions which deviate from these general terms and conditions – in particular general terms and conditions of the contractual partner (contractor) – as well as any additions, only form part of the contract if these have been expressly confirmed in writing by the customer.

The customer's failure to respond to documents sent by the contractor, such as order confirmation, invoice or other correspondence does not constitute agreement with the contractor's terms or conditions or the tacit amendment of the customer's terms and conditions of purchasing. Execution of the order (first (partial) delivery/service) is regarded as the unconditional and complete acceptance of the customer's terms and conditions of purchasing.

2. Orders:

2.1. Rights and duties relating to the order must not be transferred to third parties without the express written approval of the customer. Any infringement of this provision entitles the customer to cancel the order without substitution, further claims remain unaffected.

2.2. If the contractor ceases to deliver or should insolvency proceedings be opened against the contractor's assets, then the customer is entitled, without prejudice to other rights, to withdraw from the contract or to cancel the contract with immediate effect. The contractor is obligated to inform the customer about such circumstances immediately.

3. Scope of delivery and services:

3.1. The contractor ensures that the deliveries and services assigned to them are carried out properly and professionally and in accordance with the contract and is liable, in particular and even if this has not been agreed in detail, for ensuring that the deliveries and services have the usual, assumed properties and meet the applicable European standards as well as the standards at the usage site including the provisions regarding accident prevention and environmental protection and other technical regulations, but, in any case, the accepted latest rules and standards of technology. All markings prescribed by law must be affixed. A CE Declaration of Conformity including operating instructions in the national languages of the usage site defined in the order or, if this is not applied due to the delivery condition of the item, a Manufacturer's Declaration according to Appendix II B of the Machinery Directive including detailed installation and operating instructions in the national language is part of the scope of supply.

3.2. The deliveries/services to be provided must be carried out in line with the order, whereby supplements for orders and project data sheets for the task also become contractual content, as well as operating conditions and documentation according to supplements for the order/task.

3.3. Over or underdeliveries will not be accepted by the customer without their express written approval. The scope of supply must include all usual ancillary services and other parts that are required to ensure contractual use of the order item. The contractor is obligated to complete the project in full within the scope of the service specification. Should deliveries and services which are required to produce the functionality have been overlooked during project design or order assignment, the contractor is obligated to produce the contractually agreed functionality regardless of this. Furthermore, the contractor is obligated to check the order including implementation documents (in particular the documents according to point 3.2) for errors and to inform the customer of any errors or shortcomings in writing and before execution.

3.4. Changes to the scope of supply or services as well as general modifications to the order must always be clarified with the customer. In the event of a change which involves additional costs and/or affects the deadline from the perspective of the contractor, the contractor must secure the written agreement of the

customer regarding the extent of the resulting charge and/or the effects on the deadline before implementing the change.

3.5. Should the order in question result in obligations for the customer, the contractor must urge the customer to fulfil these obligations in writing in a verifiable and a timely manner. If this is not carried out, the contractor cannot derive any consequences of delay from the non-compliance with these obligations.

3.6. The delivery is only regarded as fulfilled once all documentation has also been supplied.

4. Personnel deployment:

4.1. For the duration of their assignment, the contractor's specialist personnel are bound by the instructions of the customer's service engineer or their representative within the scope of the service description and, moreover, are obligated to comply with the local requirements at the site. The contractor is obligated to inform themselves about all local requirements at the site in-depth before work commences and take suitable measures to ensure these are observed. All persons called in by the contractor in order to fulfil the order are regarded as their vicarious agents and fall exclusively under their sphere of responsibility.

4.2. The contractor guarantees that they adhere to all applicable legal provisions, regulations and standards relating to their personnel deployment and implementation by employees and fulfils all official requirements, in particular also in the target country. In particular, the contractor warrants that all provisions of the minimum wage legislation and the Foreign Labour Act are observed when carrying out work and services and that the subcontractors and hire companies appointed by them, following approval from the customer, are obligated to the same extent. The contractor indemnifies and holds the customer harmless for all damages resulting from a violation of the above obligations.

5. Customs regulations:

5.1. For contractors within the EU, regulation (EC) No. 1207/2001 applies with regard to the supplier's declaration. Whenever requested, a long-term supplier's declaration must be provided to the customer according to Article 4 of this regulation.

5.2. For contractors from third countries, the following applies: if a most favoured nation agreement exists with the EU for the delivered goods, the customer assumes that this can be applied. In particular, originals of all required documents (EUR1, preferential certificate of origin, declaration of origin) must be enclosed with the relevant consignment to allow the customer a duty-free or reduced duty import. If these evidence documents are missing or delayed, the costs that arise for the customer as a result (duty, administration costs) will be borne by the contractor.

5.3. For all contractors, the following applies: should the obligation be or become imposed on the customer, due to customer contracts or their completion, to give evidence of certain facts, in particular, producers, address, country of origin or conformity with the DUAL USE regulation and relevant embargo regulations, then the contractor will take care of this independently and autonomously, at their own expense and risk and without claim to a refund. Furthermore, the contractor confirms that all goods delivered are not mentioned in the DUAL USE Regulation 428/2009 nor in applicable embargo regulations. Thus, no export permit will be necessary for any exports.

6. Pricing:

6.1. The stated price is, in regard to the scope of the service description of each individual order, an unchangeable fixed price and is valid until the delivery and services have been performed in full. The fixed price includes all ancillary services and expenses according to the agreed INCOTERMS. The return of the packing material, packaging and transport devices is borne by the contractor if the customer was not given their ARA disposal licence number.

6.2. Ordered spare parts, insofar as these are supplied separately from the main components, along with documentation, are supplied packaged by the contractor DAP Gleisdorf, or, in the case of offices in third countries, DDP

Gleisdorf. Extra work for commissioning and on-site operations may only be carried out once the express written confirmation of the project manager or other representative of the customer has been obtained and must only be performed once the price has been agreed.

7. Dispatch:

The contractor must send the following data to the customer's dispatch department in writing 7 days before dispatch of goods: gross and net weight, number and dimensions of packages. If this data is not or not fully available at that time, the customer's dispatch department shall be informed of this fact at least 7 days in advance and the latest date for the provision of this data shall be mutually agreed. Dispatches requiring abnormal load transportation according to Road Traffic Regulations shall be avoided as far as possible. If this is not possible, then the required data must be provided at least 4 weeks prior to transport.

8. Payment:

8.1. Payment does not imply acceptance of correct delivery, documentation or service provision and is therefore no waiver of the customer's right to liability claims due to shortcomings or compensation for damages.

8.2. Invoices are to be sent to the customer per delivery, stating the order number. To submit the INTRASTAT declaration, the customer needs the following data for each item on the invoice: product designation, net weight, value, customs tariff number, postage and means of transport. The invoice must comply with the formal requirements of applicable Value Added Tax Act. If this data is missing, the invoice cannot be processed.

8.3. The payment term begins on the day of receipt of an order-compliant invoice, however never before the order is complete. If delivery takes place before the agreed date, the payment term only begins from the agreed delivery date; while preserving any discount periods. Incorrectly issued or incomplete shipping papers or documentation will result in a delay in payment up to the time of the delivery of the missing items.

8.4. In the event of a defect, the customer is entitled to delay payment until the defect is correctly remedied.

9. Deadlines:

9.1. All deadlines stated in the order are regarded as fixed deadlines, unless otherwise expressly agreed.

9.2. If the deadline is exceeded, the customer is entitled to withdraw from the order/contract without allowing a grace period.

9.3. If the customer does not withdraw from the contract, this does not relieve the contractor from their contractual penalties and damage compensation obligations.

9.4. Even if a delivery deadline extension is accepted (regardless of whether the contractor is responsible or not), the customer reserves the right to deduct a penalty of 1% of the total order value per working day or part thereof, up to a maximum of the total order value. This penalty can also be applied to all intermediate deadlines stated as fixed deadlines in the order. The effective date is the working day after the respective deadline. The customer is entitled to claim damages from the contractor which exceed the penalty. A penalty request does not relieve the contractor from their delivery nor service obligations.

9.5. If it becomes obvious before the date of delivery that the contractor will not be able to fulfil the order in question correctly and/or on time, the customer is entitled to fulfil these deliveries/services by themselves or to have them fulfilled by a third party. Any additional costs resulting therefrom shall be borne by the contractor.

9.6. The contractor shall inform the customer immediately in writing of all circumstances which are likely to impede or prevent the punctual performance of his obligations; otherwise the contractor shall be liable for all damages resulting therefrom.

9.7. Delivery deadlines are only regarded as met when the legal and contractual documentation has also been correctly supplied in full.

10. Handover/taking delivery:

10.1. Goods acceptance at the customer's office takes place Monday to Thursday, 07.00 to 12.00 and 12.30 to 16.00 as well Friday from 07.00 to 12.00 and 12.30 to 15.00. Goods will be accepted at the destination/usage site only following special agreement and this must take place in the presence of the customer or a person appointed by them.

10.2. The mere acceptance of the goods by the customer does not mark the start of the warranty period. The warranty obligation only begins when the goods and/or services are accepted for intended use.

11. Guarantee and warranty:

11.1. In addition to the mere legal warranty, the contractor guarantees the intended use, the flawless quality and the fulfilment of the usually required and contractually stipulated properties as well as that the goods are free from property rights and other third party rights for a duration of 2 years from the start of the intended use (warranty period), however at the latest 5 years from delivery, unless otherwise agreed in writing. The contractor's legal warranty obligation also remains in force and applies insofar as these conditions do not state otherwise.

11.2. The contractor is obligated to eliminate all defects arising within this period immediately at their expense and to bear all costs related to identifying the defect and remedying it. This also applies even if the defect was not present at the point of handover.

11.3. The warranty period will be suspended for the duration of any improvement works until the defect is successfully remedied. Parts replaced or repaired under the guarantee/warranty once again have a warranty period of 2 years from replacement/repair. In the case of hidden defects, the warranty period applies from the time of identification.

11.4. If the contractor does not meet their guarantee/warranty obligation immediately upon request, the customer is entitled to remedy defects themselves or to have them remedied by a third party at the contractor's expense without further notice, regardless of the type of defect.

11.5. The customer reserves the right to immediately enforce the right of cancellation of contract or price reduction, instead of improvement and replacement.

11.6. Any damages incurred by the customer due to defective deliveries will be compensated by the contractor. If the customer, as the manufacturer of the final product, is held liable for any damages due to a defect of the basic material or subproduct delivered by the contractor or other error whatsoever of the contractor or their suppliers, the contractor shall indemnify the customer and the customer shall have full recourse, regardless of whether the contractor is at fault.

11.7. If defects occur frequently or are of a fundamental nature, then similar supplied parts from the delivery in question or an earlier delivery, even when these are not specifically affected, must be replaced or repaired immediately at the request of the customer.

11.8. The customer is entitled to choose where the remedial work is carried out within the guarantee/warranty obligations. Further legal provisions remain unaffected.

11.9. The contractor waives the right to immediate inspection and notice of defect duty by the customer in the sense of section 377, paragraph 1 of the UGB [Austrian Commercial Code] and thereby agrees that the incoming goods inspection is carried out by the customer at the first opportunity during project processing.

11.10. The customer reserves the right to charge the contractor a basic amount of €100.00 per complaint for internal processing expenses for each complaint that the contractor is responsible for, regardless of the value of the order and severity and type of the defect for which the complaint is lodged. Should the actual internal processing expenses for the complaint processing, in particular the post-processing, order modification, etc. exceed this amount, then the actual amount must be compensated by the contractor. Cash expenditure incurred by the customer must also be compensated (e.g. shipping expenses, mileage allowance, etc.).

12. Confidentiality:

12.1. The contractor is bound to treat all the customer's business and trade secrets which come to their knowledge during the collaboration with the customer with the utmost confidentiality and return them to the customer - as far as is possible - after executing the order. Confidential information must not be reproduced or made accessible to third parties nor used for any purpose other than the processing of the order in question without the written approval of the customer. In the case of (partial) sub-contracting for the order in question, which has been approved by the customer, the contractor must impose corresponding confidentiality obligations on their subcontractors. Likewise, they must ensure that their employees adhere to the confidentiality provisions (including the ban on use) and indemnify the customer for a breach of these obligations to confidentiality and bans on use by third parties to whom they provide the confidential information.

12.2. The following, in particular, are regarded as confidential information: all information provided for the creation of quotes and/or to carry out orders, provided drawings, calculations, the entire know-how of the customer provided, the order itself and the resulting work and its results.

12.3. In the event of a breach of these regulations, the contractor is obligated to pay a penalty of 100% of the order value and, in addition, must compensate the customer for all damages that arise due to the breach of the confidentiality obligations. Moreover, the customer is entitled to immediately withdraw from the affected order as well as all further orders placed with the contractor.

13. Final inspection:

The customer reserves the right to carry out a final inspection regarding the fulfilment of the contractual obligations of the contractor. The contractor is obligated to cooperate with any such final inspection. This final inspection does not relieve the contractor of their guarantee, warranty and damage compensation obligations. Should defects relating to the scope of supply and performance of the contractor go undiscovered during this final inspection, for whatever reason (for example, because they only come to light during the final inspection with the customer's own customer) and/or are not recorded in a final inspection report, this does not relieve the contractor from their guarantee, warranty and damage compensation obligations in light of these circumstances.

14. Retention of services by the contractor:

The contractor is, under no circumstances or for whatever reason, entitled to postpone and/or withhold their services. Likewise, the contractor has no right of retention to the items provided to them by the customer.

15. Retention of title:

15.1. The contractor waives the assertion of any retention of title for the goods to be delivered.

15.2. After making a down payment or part payments, the material corresponding to the specifications of the order, as well as the items produced partially or completely from it, becomes the customer's property, even before they are shipped, up to the value of the payment. Therefore from that day onwards, these must be stored separately, be marked as the customer's property and kept for us, whereby the contractor's liability for the quantity, quality, completeness and accidental loss of the items however remains in force until the transfer of risk according to the agreed INCOTERMS.

16. Spare parts guarantee/service guarantee:

16.1. The contractor guarantees the ability to supply spare parts or comparable parts at adequate prices for a period of ten years after delivery. During the warranty period according to point 10.1 of these terms, the contractor guarantees that spare parts will arrive within seven working days.

16.2. The contractor guarantees a full service within 48 hours during the warranty period according to point 10.1 of these terms.

17. Applicable court, jurisdiction:

17.1. The orders are subject to Austrian substantive law to the exclusion of any other connection to the Austrian IPR as well as to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

17.2. The sole agreed place of jurisdiction is the ordinary, local and competent court at the customer's location.