



1. Scope

- 1.1. These general purchasing conditions apply to all business transactions of the Trierenberg Holding GmbH and all its associated companies (from now on "TBG") with the signing contractor (from now on "Contractor"), if no deviations have been agreed to otherwise explicitly and in writing by the contractual parties.
- 1.2. The contractor agrees that in the event that the contractor uses General Business and/ or Delivery Conditions, that even if they remain un-objected, the conditions at hand shall apply. Action by TBG to fulfil contractual obligations shall not be deemed as an approval of the conditions that deviate from the conditions under this contract.
- 1.3. The following regulations regarding the purchasing of goods apply in turn also for the use of (work) services. They apply in the same manner to main or supplementary services.

2. Proposal, Orders

- 2.1. Proposals and cost estimates have to be submitted free of charge. TBG reserves the right to demand a detailed cost breakdown.
- 2.2. After the contractor has submitted a proposal, he is obligated to uphold the therein stated declarations towards TBG for 60 days. The order is considered timely if it is sent within the stated time period.
- 2.3. Only orders placed in writing by TBG are legally binding. The order can take place by stating an order number by TBG. Such shall be referenced by the contractor on all documents relating to the order.
- 2.4. If time periods are calculated based on the order date, the date that is stated on the written order shall apply if in doubt.
- 2.5. TBG is entitled to correct obvious errors, such as typing or calculation errors, in orders, order confirmations and similar documents.

3. Order Confirmation/ Conclusion of Contract

- 3.1. The contractor has to confirm the acceptance of the order without delay stating in particular the goods, price, and delivery time in writing with an order confirmation towards TBG. The contract is deemed concluded at the time of receipt of the order confirmation. For orders received by fax a copy of the fax marked 'received' has to send back to TBG either by mail or by fax. Orders received by e-mail have to reply to by e-mail including the e-mailed order sent by TBG.
- 3.2. In the event that the written order confirmation is not received within 7 days, TBG reserves the right to withdraw the order. If the contractor undertakes delivery performances that are evident to TBG within this time period without having confirmed the order, it is deemed accepted without reservations.
- 3.3. Subsequent changes and additions of the contract require the written confirmation by TBG to be effective. Delivery conditions of the contractor are only binding for TBG if they are accepted by TBG separately.
- 3.4. To the extent of what is reasonable to be expected of the contractor, TBG is entitled to require changes of the contract in execution and quantity after the conclusion of the contract if this is necessary due to special operational reasons and if the change is common in the industry. With this, effects on the delivery date and potential increases or decreases of costs shall be regulated appropriately and in mutual agreement. However, increases in prices and extensions of delivery dates are only acceptable if the change results in real and proven cost increases or delivery extensions and if

the contractor advises TBG thereof in writing immediately after the order has been changed.

- 3.5. If the subcontractor changes raw materials or production technology for the purpose of completing the order and if he changes or moves the production or disposal facilities, then it requires the expressed written consent by TBG together with a new approval process for all products delivered to TBG.

4. Prices

- 4.1. The order prices are fixed net prices free receiving centre including transportation, insurance, packaging, unloading and, if applicable, installation. If fees, taxes, customs, or other fees apply in connection with the delivery, those shall be borne by the contractor in as much as is permitted under the law.
- 4.2. Subsequent price increases are not accepted; price increases in accordance with Paragraph 3.4 remain in effect.

5. Delivery

- 5.1. The agreed upon delivery date shall be binding. It is deemed as met when the delivery or performance has been provided in its entirety by the agreed upon date at the agreed upon location.
- 5.2. If no calendar date has been determined as a delivery date, but if a delivery time period has been agreed upon, the period shall start with the conclusion of the agreement in accordance with Paragraph 3.1.
- 5.3. The contractor has to present in proper form such documentation in a timely fashion as TBG requires obtaining official permits as well as all other permits from third parties that are required for the execution or the operation of systems. The same shall apply for documentation that is required for an exemption or preferential treatment of taxes, customs, or other fees.
- 5.4. If the contractor foresees difficulties regarding the timely delivery, he has to inform TBG without delay in writing stating a possible delivery date. In the event that this new delivery date is accepted by TBG, which is in fact only valid if it is given in writing, damage claims due to the delayed delivery as well as claims based on an agreed upon contractual penalty due to the delay remain in effect.
- 5.5. Disputes do not entitle the contractor to withhold or cease deliveries and/or services that are due.
- 5.6. If the contractor defaults on a delivery, and, in the event of an agreed upon partial delivery, on a partial delivery regardless of the reason except for events of higher forces in accordance with Paragraph 6, TBG is entitled to withdraw from the entire contract after having granted an appropriate grace period.
- 5.7. In any case, the contractor has to reimburse TBG for all disadvantages that have occurred for TBG due to this delay regardless whether the contractor was at fault. If TBG withdraws from the contract in accordance with Paragraph 5.6, all other occurred disadvantages in connection with a hedging transaction are also to be reimbursed. In as much as submitted partial payments have to be reimbursed in connection with a withdrawal, an interest rate in the amount of 8% above prime shall be deemed applicable starting with the effective payment date.
- 5.8. In the event of a delivery delay a separate contractual penalty shall be agreed upon. Exclusively for the event that no separate agreement is concluded, the contractor shall pay TBG for each started week regardless of the cause of guilt an amount of 2%, however no more than 10% of the price of the total order.



A damage occurred on behalf of TBG which exceeds the contractual penalty has to be reimbursed as well whereas in such an event full satisfaction has to be achieved.

- 5.9. TBG is not obligated to accept deliveries and services ahead of time which take place without explicit prior approval by TBG. In this event, TBG reserves the right to charge for costs associated with such. Pre-term deliveries have no effect on payment due dates.

6. Force Majeure

- 6.1. None of the parties to the contract is responsible for non-performance of their obligations under this contract if the non-performance is due to force majeure, such as war, natural catastrophes, fire, flooding, explosions, earthquakes, civil unrest and official measures. To the extent that such circumstances hinder the contractor to keep the agreed upon delivery period, such is extended by the duration of such circumstances. If the delivery delay exceeds the time frame of two months, TBG is entitled to withdraw from the entire contract without setting an appropriate later due date.

- 6.2. The contractor may effectively claim force majeure if he has reported to TBG and proven in writing, by fax or e-mail the case of force majeure in detail at the earliest possibility but no later than 24 hours prior to the agreed upon delivery due date. If the notification does not take place by the point in time referenced in Clause 1, then the contractor can only claim force majeure if it can be proven to have taken effect within the 24-hour time frame and to have caused the delivery delay.

7. Shipping, Transfer of Risk, and Place of Fulfilment

- 7.1. Shipping takes place at the cost and risk of the contractor unless a different agreement has been reached in writing. The costs of transport insurance shall only be borne by TBG if this has been agreed upon explicitly.
- 7.2. The date of delivery or timeframe for delivery stated in the purchase order refers to the arrival of the shipment at the place of delivery referred to in the purchase order; if no such location is stated, then the production facility of TANNPAPIER GmbH in the city of 4050 Traun, Fabrikstrasse 48a (entrance at Fabrikstrasse 20) is considered to be the agreed place of delivery. Unless explicitly agreed upon in writing, the contractor is not entitled to make partial shipments or shipments ahead of time. If TBG advises the contractor prior to shipment of the goods that it cannot issue a release for shipment, the contractor is obligated to store the goods in an appropriate manner for up to 3 months and to only ship without delay upon notification by TBG to the extent that this can be deemed reasonable in the individual case. Price increases are however only accepted if with this delivery date change real and proven additional costs occurred in connection with the storage and if the contractor informs TBG of such immediately in writing after the order has been changed.
- 7.3. Shipment notifications and delivery receipts are to be sent in duplicate format and the shipment is to include a packing list. If plans, drawings, operational instructions or manuals, lists of parts, storage instructions or other explanations are necessary or standard for the use or maintenance of the delivery, these items shall represent an integral part of the order and are to be handed over to TBG in German and upon request also in English language in 4 copies no later than at the time of delivery or completion. Otherwise the contractor is liable for any damage that is caused due to ignorance of these regulations.

- 7.4. If the required shipment documents are missing the delivery is not accepted as a fulfilled order but shall be stored at risk of and at cost on behalf of the contractor.

- 7.5. The contractor has to ensure an appropriate packaging of the delivery according to its nature and as appropriate for transport. Damage and costs caused by non-observance of the respective instructions issued by TBG are borne by the contractor. Loading material becomes the property of TBG to the extent as to which they are not subject to regulations for normal loading material (standard palletes, wire boxes, etc.).

- 7.6. Acceptance of goods takes place in accordance with the agreement. If no separate written regulations were agreed upon, the following shall apply: factory acceptance only during working days, Mondays through Thursdays between 8:00 a.m. and 12:00 p.m. and between 1:00 p.m. and 3:00 p.m., Fridays only after prior agreement.

- 7.7. Use and risks transfer to TBG effective with the acceptance of the delivery in accordance with Article 8, due to the lack of a formal acceptance with hand-over of the delivery at the reception location stated by TBG. The legally effective acceptance of the shipment and the transfer of risk shall take place only after checking and acceptance by the warehouse reception control at TBG. A prior confirmation of delivery receipt or payment of the invoice does not constitute an act of acceptance by TBG, which means that in such a case the right of rejection of the goods remains reserved.

- 7.8. The place of fulfilment for delivery and payment shall be the registered office of TBG. If the delivery takes place at a different location as agreed, then this location shall be the place of fulfilment.

8. Acceptance Test

- 8.1. In as much as TBG requests an acceptance test, this shall be agreed upon with the contractor -together with the cost of such test- explicitly in written format at the time of contract conclusion. If no deviating regulations are determined, the acceptance test at TBG, or at a location to be advised by TBG, shall be conducted during TBG's normal hours of operation. With it, the standard practice of the respective industry shall set the standards for the acceptance test.

- 8.2. The confirmation of TBG that the deliveries and services of the contractor were manufactured or were performed without defects shall serve as acceptance. For machines and deliveries that are part of a process this includes in particular the proof of compliance with the service values in an agreed upon or commonly performed test run.

- 8.3. Defects that are detected during the acceptance test are to be corrected by the contractor without delay. Until all defects are completely corrected, TBG may refuse the acceptance and demand a repetition of the test.

- 8.4. If the acceptance does not take place within an appropriate time frame after delivery due to reasons for which the contractor is liable, especially due to untimely correction of existing defects, TBG has the option to either demand a lower price or in the case of major defects to withdraw from the contract while protecting potential damage claims without setting an appropriate grace period.

9. Payment

- 9.1. Invoices shall be mailed in duplicate copies upon orderly delivery and service in compliance of the respectively applicable form requirements relating to sales tax, quoting order number and part number. Only those invoices which are meeting the above-mentioned criteria, are considered issued in accordance to contract, will be processed by TBG



and constitute payment due of the invoice amount. Payment through TBG takes place by choice of TBG within 30 days with 3% discount or within 90 days net as long as no deviating payment conditions have been agreed upon, calculated respectively from the date the invoice was received or starting on the date of acceptance of delivery/service if these take place at a later time.

- 9.2. If down payments or partial payments have been agreed upon, these shall become due 30 days after the invoice has been received under the regulated conditions. All down payments/ partial payments take place only upon presentation of an unconditional, irrevocable bank guarantee of a renowned European credit institution which can be called without stating reasons. These requirements may change if the value of the already performed services/ deliveries exceeds the amount of the down payment or partial payment.
- 9.3. TBG reserves the right to withhold payments or to off-set such in the event of asserted warranty claims or other liabilities. The insecurity exception in accordance with § 1052 ABGB [common civil code of Austria] is excluded.

10. Retention of Title

- 10.1. If the contractor reserves ownership in the delivered objects, this reservation only applies until these items have been paid for in as far as TBG has not already become owner of these objects due to processing, connection, or amalgamation.
- 10.2. Open account reservations and reservations by the corporate group are not recognized by TBG.
- 10.3. TBG does not assign receivables from the subsequent sale of reserved goods to the contractor to secure the contractor's purchase price receivables. TBG is not obligated to uphold rights of the contractor stemming from retentions of titles of any kind towards third parties.

11. Warranty

- 11.1. Regardless of the legal claims by TBG, the contractor is obligated to warrant each defect under the provision of the following conditions. Each deviation of the delivered goods from the ÖNORMEN [Austrian Standards] or respectively applicable international standards and guidelines as well as statements in catalogues, brochures, marketing documents, and other public statements in accordance with § 922 Section 2 ABGB also is considered a defect, independent from whether the parties to the contract referred to such in the context of the negotiations or if the respective characteristic commonly can be assumed.
- 11.2. The contractor warrants in particular that the use of the purchased objects does not violate third party trademark rights and that as far as machines or similar systems are involved, those are designed and manufactured in such a fashion that they comply with the respectively applicable Austrian and European safety regulations.
- 11.3. The contractor furthermore warrants compliance with any obligation that might apply to him in accordance with E.U. Regulation No. 197/2006 (REACH-V) as well as conformity of his products according to REACH.
- 11.4. The legal warranty periods apply if special warranty periods have not been agreed upon for individual delivery items. The start of the warranty period commences with the point in time of risk transfer in accordance with Paragraph 7.7, for defects that are not visible on the outside which are only detected during the processing and handling, at such point in time.
- 11.5. If a delivered part cannot be used in accordance with the agreement due to a defect in accordance with Paragraph 11.1 or 11.2, the warranty period for this part shall be

extended by the duration of the disruption of the utilization. The warranty period starts anew for replaced and improved parts.

- 11.6. The arisen defects shall be reported to the contractor by TBG. The applicability of §377 UGB is explicitly excluded. The assumption rule of § 924 ABGB applies to all defects reported within one year from the date of delivery. If a defect exists that is covered by a warranty in accordance with Paragraph 11.1 and 11.2, the contractor shall in accordance with the by TBG selected option:
- improve the defective goods immediately on site;
 - pick up the defective goods or the defective parts for improvement, re-deliver and if applicable exchange the defective parts and potentially install them.
 - exchange the defective parts;
 - exchange the defective goods;
 - to implement an appropriate price reduction.
- 11.7. Improvements and exchanges are to be performed within the shortest possible amount of time. In the event of a delay of a necessary improvement, TBG is entitled to implement such on its own or to commission a third party at the cost of the contractor.
- 11.8. All costs in connection with the improvement or the replacement in particular in terms of shipping, work, and material cost, customs, dismantling and installation shall be borne by the contractor.

12. Withdrawal from the Contract

- 12.1. Irrespective of its other rights, TBG is entitled to withdraw from the entire contract without setting a subsequent time period,

- if insolvency, settlement, preliminary procedures or reorganization measures have been initiated over the assets of the contractor or if an insolvency procedure is rejected due to the lack of sufficient assets,
- if the contractor assigns his company to third parties or if it is assigned to third parties based on a legal transaction due to death.

13. Indemnification

- 13.1. The contractor is liable for all damages caused by such, his assistants and his subcontractors whereas full compensation has to be paid at all times. The contractor is liable in particular for all damages which arise for TBG based on the claims by third parties due to a breach of contract by the contractor notwithstanding any legal grounds.
- 13.2. TBG will not acknowledge liability exclusions of any kind.
- 13.3. Compensation for damages may also be asserted due to non-fulfilment in connection with warranty claims.
- 13.4. If contractual penalties have been agreed upon in the event of breach of duty by the contractor, additional claims from the respective title are not excluded.

14. Assertion of Claims by the Contractor

Claims have to be filed in court within 6 months from the date at which the contractor has been made aware of the damage and of the damaging party, but not later than ten years from transfer of risk.

15. Collection

TBG rejects any collection of claims through banks or collection agencies and therefore will return any collection orders unpaid.

**16. Commercial Trademark Rights and Copyright**

- 16.1. The contractor warrants that his deliveries and services do not violate patents, samples, trademarks, registered trade names, copyrights or other commercial protective rights of third parties in Austria or in a country that is the destination of the deliveries to the knowledge of the contractor. Should a third party file a claim against TBG based on the violation of such rights, the contractor shall hold TBG harmless without burden of proof from all claims to the full extent without recourse and without compensation.
- 16.2. Plans, drafts, drawings, construction documentation, and other technical documents as well as samples, catalogues, brochures, depictions, and such items always remain the property of TBG and may not be reproduced or made accessible for third parties without written approval by TBG. Such items may be utilized by the contractor without written approval by TBG only for the purpose of execution under this contract. For all other instances the common legal regulations regarding the reproduction, imitation, competition etc. apply. The utilization of the order for marketing purposes is not allowed.

17. Nondisclosure

The contractor assumes on his own behalf and for his employees and agents the obligation to maintain privacy of the processes, data and other facts from the business area of TBG which the contractor has gained knowledge about due to or as part of the cooperation, also beyond the duration of the business relationship, unless TBG explicitly releases the contractor from this obligation. The contractor is also obligated to hold his employees and agents liable to maintain this privacy.

18. Contractual Penalty

In the event that the contractor violates his obligations which result from Section 16 and 17, a contractual penalty in the amount of EUR 200,000 has been set regardless of guilt. A damage occurred to TBG which exceed the contractual penalty has to be reimbursed as well whereas in such an event full satisfaction has to be achieved.

19. Special Notices

- 19.1. The contractor is only authorized to assign the fulfilment of the contractual obligations in full or partially to subcontractors with written approval by TBG.
- 19.2. Samples, models, and all documentation that was given to the contractor in connection with the order or the execution of the contract such as drawings, plans, lists, etc. remain the property of TBG and have to be returned to TBG without demand as soon as they are no longer needed, no later however than at the time of delivery. The contractor has no right of retention. The contractor is obligated to notify TBG immediately in case of commencement of bankruptcy proceedings (bankruptcy, insolvency, etc.) and in case of rejection of an application for bankruptcy due to lack of assets to cover the costs, and to take all necessary and helpful steps to assist TBG in ascertaining its separation rights.
- 19.3. If individual regulations of the contract or these regulations are invalid, the effectiveness of the remaining regulations shall remain unchanged. The invalid regulation shall be replaced by a valid regulation that comes closest to the desired objective.
- 19.4. In as far as the conditions at hand do not specify a regulation the legal regulations shall apply exclusively.

20. Jurisdiction and Applicable Law

- 20.1. For decisions regarding all disputes that may arise from the contract - including those about its existence or non-existence - the appropriate court at the registered office of TBG shall be competent.
- TBG however also has the right to file suit in the general jurisdiction of the contractor.
- 20.2. This agreement is subject to the Austrian material law. The application of the United Nations Treaty regarding contracts involving the international purchasing of goods dated 11 April 1980 is excluded.