

# GENERAL TERMS OF CONDITIONS OF PURCHASE

impress Group

The Impress Group endeavors to collaborate in partnership with its suppliers and places great value on fulfilling the arrangements stipulated by contract. In this spirit, the following Terms and Conditions of Purchase are applicable and shall form the basis for the business transactions between the supplier and the Impress Group.

The following Terms and Conditions shall be applicable exclusively unless otherwise stipulated in writing. Any deviations from the order, particularly any terms and conditions of sale to the contrary that are sent to us, must expressly be recognized by us in writing; in the absence of express confirmation of deviating terms and conditions, such terms and conditions shall be considered as rejected.

The following Terms and Conditions shall also apply to all future deliveries, performances or offers to the principal, even if not expressly agreed upon separately once again.

The terms and conditions of business of our suppliers or third parties shall not be applicable, even if the application thereof is not expressly opposed in any specific case. Even if we refer to a writing that contains or makes reference to the terms and conditions of business of a supplier or third party, this shall not constitute an agreement on the application of such terms and conditions of business.

In particular, any restriction of the warranty or damage compensation duties incumbent on the supplier, of the duties in accordance with the Product Liability Act, of the right to protest errors and of prohibitions of setoff as well as any extended reservation of title shall be invalid.

## Offer, conclusion of contract, orders

Orders shall be placed in writing, by fax or by e-mail. A copy of the order and any riders are to be signed by the authorized persons in the company and transmitted as an order confirmation by fax in the case of orders by fax or e-mail and otherwise by post or are to be rejected in writing; otherwise, the full scope of the order shall be considered as accepted. Changes in a confirmation of our order shall only become an integral component of contract if countersigned by us and made in written form, by fax or e-mail. Impress shall remain bound to its offer to conclude a purchase agreement (order) for two weeks. The supplier/seller may only accept the offer within these two weeks by written declaration to Impress.

## Quality, operating instructions

The supplier must render its performances observing all legal regulations that come into consideration and the applicable technical standards in Austria in the quality corresponding to or specified in the purpose of contract or in the order.

When information on the handling of objects of delivery is not generally known, processing, safety, assembly and operating instructions must be supplied upon delivery without request. In all cases, an EC safety data sheet must be supplied. Upon request, we must also be provided any documents necessary, free of charge, for the maintenance and reconditioning of the delivered object. Unless stipulated otherwise in the order, documents must be in German or English.

## Delivery time and delivery, passage of risk

- (1) The delivery time (period or deadline) specified by us in the order or otherwise relevant in accordance with these General Terms and Conditions of Purchase shall be binding. Early deliveries shall not be permissible.
- (2) The supplier shall be obliged to inform us without delay if circumstances occur or become recognizable due to which it will not be possible to observe the delivery time.
- (3) If the latest date on which the delivery is to be made can be determined based on the contract, the supplier shall be in default upon the expiry of such date, without need of warning from us.
- (4) In the event of default in delivery, we shall be unrestrictedly entitled to the claims stipulated by law, including the right to rescind the contract

and the claim to damage compensation in lieu of performance after the unproductive expiry of a reasonable subsequent grace period.

(5) We shall be entitled, in the case of delays in delivery and after a prior written warning to the supplier to request for each week of default in delivery, prior written warning to the supplier to request for each initiated week of default in delivery a contractual penalty of 0.1% or, at maximum, 5% of the relevant contract value. The contractual penalty is to be credited towards the default damage to be compensated by the supplier.

(6) The supplier shall not be entitled to render partial deliveries without our prior written approval.

(7) Even if shipping has been agreed, the risk shall first pass to us when the merchandise has been handed over to us at the agreed destination.

## Prices and terms and conditions of payment

The prices specified in the order shall be fixed prices. The terms and conditions of delivery and payment shall be evident in the order. Decisive for the commencement of any payment period shall be the date of receipt of the invoice or, if the merchandise is received at a later point in time, the date of receipt of the merchandise. Payment shall not signify any recognition of the propriety of the delivery and thus not constitute a waiver of the claims to which we are entitled based on performance defects or warranties or damage compensation. In the event of payment abroad, the costs shall be borne by the beneficiary. The invoice must be issued after the delivery of the merchandise in duplicate. Invoices not issued in accordance with our specifications or the specifications of the Austrian Turnover Tax Act (Umsatzsteuergesetz) or which do not specify the order date and order number shall not be processed by us and shall be sent back to the supplier. In such event, invoices shall not be considered as issued until they are received again in due form. The complete order number, our VAT ID number and the agreed condition of delivery must be specified clearly on the invoice.

(3) Reservations of title on the part of the supplier shall only apply insofar as they refer to our payment obligations regarding the products that are subject to the supplier's title reservation. In particular, extended or prolonged title reservation shall not be permissible.

## Customs clearance for foreign transactions

All documents necessary for shipments from third countries, particularly the invoice in triplicate, the customs papers, a movement certificate or certificate of origin and freight papers, must be included with the shipments. All relevant documents are to be sent to us in such due time that they are available before the receipt of the merchandise, for timely customs processing.

## Warranty

- (1) In the case of defects, Impress shall be unrestrictedly entitled to the claims stipulated by law. However, at variance with the provisions of law, the warranty period shall be 36 months.
- (2) Any variance in quality or quantities shall, in all cases, be considered as protested in due time if we notify the supplier thereof within 14 working days from the receipt of the merchandise. Hidden material defects shall in all cases be considered as protested in due time if we notify the supplier within 14 working days after discovery thereof.
- (3) Our acceptance or approval of provided samples or trials shall not constitute any waiver by us of warranty claims.
- (4) Upon receipt of our written defect notice by the supplier, the continuation of the limitation period for warranty claims shall be interrupted until the supplier rejects our claims or declares the defect to be remedied or otherwise refuses to continue negotiations concerning our claims. In the case of a replacement delivery or remedy of defects, the warranty period shall commence again for replaced or subsequently improved parts, unless we must assume, according to the supplier's conduct, that the supplier did not view itself as obliged to undertake the measure but

only undertook the replacement delivery or remedy of the defect for reasons of fairness or on similar grounds.

#### **Product liability**

(1) The supplier shall be responsible for all claims asserted by third parties due to personal injury or property damage attributable to a defective product delivered by the supplier, and shall be obliged to indemnify us against any resulting liability. If we are obliged to carry out a recall campaign in relation to third parties as a result of a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall campaign.

(2) The supplier shall be obliged to maintain, at its own cost, product liability insurance in an adequate coverage amount, which, unless stipulated otherwise in any specific case, need not cover recall risk or punitive or other damage claims. The supplier shall send us a copy of the liability policy upon request at any time.

#### **Property rights**

(1) The supplier agrees, in accordance with Paragraph 2 below, no third-party property rights in countries of the European Union or other countries in which the supplier manufactures the products, or has such manufactured, will be infringed upon through the products delivered by it.

(2) The supplier shall be obliged to indemnify us against all claims asserted by third parties against us due to any infringement of the commercial property rights mentioned in Paragraph 1, and must reimburse us for all expenses necessary in connection with such recourse. This claim shall exist irrespective of any fault of the supplier.

(3) Any further claims on our part as stipulated by law due to defects in the title to products delivered to us shall not be prejudiced hereby.

#### **Spare parts**

(1) The supplier shall be obliged to keep spare parts to the products delivered to us in stock for a period of at least five years after the delivery.

(2) If the supplier plans to discontinue production of spare parts for the products delivered to us, the supplier must notify us of the decision to discontinue production immediately after the decision is made. Subject to Paragraph 1, such decision must be presented at least three months before the discontinuation of production.

#### **Maintenance of secrecy**

(1) The supplier shall be obliged to maintain secrecy concerning the terms and conditions of the order and all information and documents provided for this purpose (except publicly accessible information) for a period of three years after the closing date of the contract and only to use such information, etc., to execute the order. The supplier shall return such information, documents, etc., to us immediately upon request after resolving queries or settling orders.

#### **Subcontracting of our order**

Our order may only be subcontracted to a third party with our express approval; otherwise, we shall be entitled to immediately rescind the contract. Even with our approval, the supplier shall not be exonerated from its responsibility as a result of the subcontracting.

#### **Place of performance**

The place of performance for all performances and consideration shall be the place of the ordering enterprise/plant, unless stipulated otherwise in the order.

#### **Place of jurisdiction**

The exclusive place of jurisdiction for all disputes in connection with the delivery contract shall be the court in Klagenfurt competent for the subject matter. We hereby reserve the right, however, to sue the supplier at its ordinary place of jurisdiction. The delivery contract and the claims related thereto shall exclusively be subject to Austrian law.

Impress shall be entitled to terminate the contract at any time by written declaration, specifying the grounds for termination if the ordered products can no longer be used in its business operations based on circumstances occurring after the closing of the contract. The supplier shall, in such an event, be compensated for the partial performance rendered by it.

#### **Provided documents**

Any sketches, plans, drawings, specifications, etc., provided to the supplier shall remain our property and may exclusively be used to fulfil our order. Such sketches, plans, etc., and any samples provided must likewise be returned at our request or, at the latest, upon the cessation of the business relationship need of request.

#### **Shipping specifications**

The plant or company-related shipping specifications and the delivery times are to be strictly observed. The merchandise shall only be accepted if the order number, article number, merchandise description, partial and/or full delivery, item number and quantity are specified on the delivery slip (see text of order) and the packing slip is included. All merchandise is to be delivered directly to our shipping address, specifically to the unloading area and transferee. The packing must be undertaken in accordance with our article specifications and, in the case of domestic suppliers, licensed pursuant to the Packing Ordinance (Verpackungsverordnung). The costs for the disposal of the packing shall be borne by the supplier.

#### **Force majeure**

In the event of force majeure, the party affected by the force majeure shall be released for the duration and in the scope of the impact from the obligation to render delivery or accept the merchandise. Force majeure shall mean any event outside the control of the respective party through which the party is hindered in whole or in part from fulfilling its obligations, including fire damage, flooding, strikes and lawful lockouts and operating disruptions or administrative orders for which the party is not responsible. Supply difficulties and other disruptions in performance on the part of preliminary suppliers of the seller shall then only be considered as force majeure if the preliminary supplier for its part is hindered by an event pursuant to Sentence 1 in rendering the performance incumbent on it.

The affected party shall endeavor to notify the other party without delay of the occurrence and elimination of the force majeure and shall make best efforts to remedy the force majeure and to limit the effects thereof as feasible.

Upon the occurrence of force majeure, the parties shall coordinate the further action and determine whether the products not delivered during the event of force majeure are to be subsequently delivered after the cessation thereof. Irrespective of this, each party shall be entitled to rescind the orders affected by force majeure if the force majeure persists for more than three weeks from the agreed delivery date.

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Signature, company stamp of the supplier