

General terms and conditions Donauwell

1. Area of validity

Unless otherwise explicitly agreed, the general terms and conditions, that were announced to the contracting parties, apply. These terms and conditions are generally designed for legal transactions between companies. Should they exceptionally be employed for legal transactions with consumers within the meaning of section 1 subsection 1 no. 2 of the Austrian Consumer Protection Act, they shall only apply to the extent that they do not conflict with the provisions of the first main section of the aforementioned law.

Our contracting party agrees that if general terms and conditions are applied, in case of doubt they are subject to our conditions, also if the general terms and conditions of the contractual partner remain uncontested. Actions taken by us in order to fulfill contracts are in this respect not to be regarded as consent to contract terms differing from our own conditions. Yet in case some ambiguities concerning the interpretation of the contract remain, they need to be removed, thus those contents are applied that are usually agreed upon in comparable cases.

2. Conclusion of the contract, Offers and Order Confirmation

Our offers are subject to change. The contract is deemed executed only when our written confirmation is dispatched. Changes to orders can only be taken into account if production has not yet been started.

3. Prices

The indicated prices are net prices and refer to 1000 pieces, respectively on the unit mentioned separately. Upon invoicing, the VAT is added.

4. Terms of payment, default interest, setoff, prohibition of assignment, retention

The payment is due within thirty days after the invoice date net cash. As date of payment is deemed to be the day on which the seller has the money at his disposal. If payment occurs immediately after the receipt of invoice, a 3% discount will be granted and if the payment is made within 14 days from invoice date, a 2% discount will be granted, under the condition that no older bills are outstanding. Bills of exchange are only accepted as payment after prior agreement, they need to be taxed according to regulations. If the solvency of the liable party deteriorates, the seller reserves the right to demand payment in cash against return of the acceptances or bills of exchange. In case of late payment the total remaining debts, including deferred claims become due immediately. Is the completion of the pecuniary claim seriously at risk after the acceptance of the order, the vendor is entitled to withdraw or demand advance payments. In the event of defaults, the opening of the composition or bankruptcy proceedings of the buyer, the seller's total claim is due immediately. The withholding of payments due to claims from other contracts, or because of other debts is excluded. The contracting party waives the defenses of setoff. Claims against us may not be assigned in the absence of an explicit written agreement. Justified complaints do not entitle to the restraint of the total sum of the invoice, but only an adequate part of the invoice amount.

Dunning- and collection fees

The contracting party undertakes to compensate us for all dunning- and collection fees resulting from delayed payment, to the extent that they are needed to assert our expedient legal rights. In doing so, the contractor particularly pledges himself to at most substitute the reimbursement of the collection agency involved that is set down in the decree of the BMwA (Federal Ministry of Economics and Labor) relating to the highest rates payable to collection agencies.

5. Terms of delivery

The confirmed delivery dates will be adhered to by us as far as possible and are non-binding.

If the timely delivery is delayed for reasons beyond our control (shortage of raw materials, operational disturbances, strike, fire damage or other cases of force majeure) we are released from our obligation to fulfill the contract for the duration of their effect and to the extent of their consequences. In these cases it is not possible to enforce claims for damages.

6. Packaging

Our sales prices include simple tie fastening or palletisation. If the buyer requires any further packaging, it will be charged at cost price.

Pallets that are used for restoration are provided on loan. The registration is effected over a "pallet account" as charge at the delivery of goods and as credit memo on return of empty pallets. For the transaction the rules customary in trade with pallets apply. Stocks of pallets that exceed the regular scope of delivery, respectively an adequate period of storage, will be invoiced to the customer at replacement costs.

7. Dimensions and quantities

Customary deviations in the dimensions, that occur due to the special character of corrugated cardboard and the processing, do not give reason to a complaint. The dimensions are indicated in the order length/width/height and are always the internal dimension in mm. Samples are handmade, thus subject to customary deviation. The same applies for commercial quality and color deviations. Furthermore we reserve the right of excess or short delivery for orders up to 500 pieces with 50%, up to 5000 pieces with 20% and for higher quantities with 10%.

In the case of partial delivery, the seller may distribute the leeway among the individual deliveries at his discretion.

8. Weight and color deviations

Deviations in weight of up to $\pm 8\%$ that result out of the tolerance in the sqm-weights are customary. The seller is only liable for deviations in the paper color, sizing, smoothness, purity and the printing ink if they are unacceptable for the buyer in due consideration of his interests. The processing of packaging made of corrugated board is carried out according to industry standard practices.

9. Printing plates and cutting tools

The arising expenses will be charged at cost price for all prototypes. The seller will store the printing plates and tools at buyer's risk for one year.

10. Transport and risk assumption

Our retail prices do not include any costs for delivery, unless expressly agreed upon otherwise. Should express freight, parcel service or a partial delivery be necessary for whatever reason, then the buyer shall bear the additional shipping expenses. The risk passes to the purchaser as soon as the good is handed over to the carrier for loading. The loading, the transport and the unloading is always carried out at the buyer's risk, even if a free domicile delivery has been agreed upon. We do not cover the transport insurance for delivery and collection of objects to be processed. We only initiate it if we receive an explicit written request; the purchaser defrays the resulting costs.

In the event that the contracting parties have agreed upon collection by the customer, the goods need to be taken into charge at the factory within three days following the advice of completion. If a contracting party is in default of acceptance, we are entitled to either store the products whereby we charge an adequate storage fee, or dispatch the goods by other means, without prior inquiry, at the expense of the ordering party.

11. Warranty

The buyer shall inspect the goods immediately after their arrival at the destination. The seller shall be notified of the nature and extent of the defects discovered without delay, but no later than within 3 workdays from delivery.

Hidden defects shall also be reported without delay. Unless notification of defects takes place on time, the goods shall be deemed accepted. In this case there is no right of rising claims due to warranty or compensation for damages and contestation of mistakes.

The notification of defects must be carried out in written form and a sample, which makes the complaint evident, needs to be added. After the goods have been used or processed, only the state of the originally supplied products is relevant. Defects in parts of the delivery do not entitle buyers to make complaints about the delivery as a whole. When evaluating the defects, the average loss of the entire delivery, according to the DIN-standard of statistical quality control, is decisive.

Apart from those cases in which the right to conversion is entitled by law, we reserve the right to fulfill the warranty according to our choice through rectification, replacement or a price reduction. Pertaining to corporate customers, the warranty period for chattels is 3 months after delivery/service. In all cases, the receiver needs to prove that the defect already existed at the time of transfer.

12. Compensation

In cases of slight negligence the claim for damages is excluded; this does not apply to personal injury. Gross negligence has to be proven by the damaged party. Claims for damages are barred 6 months after the notification of damage and injuring party, in any case within 3 years after the service or delivery.

13. Product liability

Recourse claims asserted against us by contracting partners or third parties under the title of product liability, within the meaning of the Product Liability Act, shall be excluded, unless the claimant proves that the mistake was within our control and caused by gross negligence.

This limitation of liability is to be contractually forwarded in its entirety to possible customers, including the obligation to further transfer the liability limitation. In general and particularly in terms of the Product Liability Act, the customer shall pay special attention to the specific properties (e.g. ambient temperature, humidity, moisture, etc.) when handling, applying and storing goods delivered by us.

14. Industrial property rights, liability of the ordering party under patent and design rights

The buyer shall indemnify and hold the seller harmless from any claims arising from violations of industrial property rights of third persons through any order according to the specifications and wishes of the customer or his designs, samples and the like. No warranty is given to the customer that property rights of third persons are not violated through accomplishment of the placed order.

15. Title retention

The goods delivered remain in our property until full payment of the purchase price and all other claims is effected. In case there is a default of payment or a deterioration of assets, the purchaser is obliged to return the goods to the seller at his request. In the event of a cessation of payments, the goods have to be singled out and placed at the disposal of the seller without request. The assertion of title retention is only a withdrawal from the contract if this is explicitly stated.

The buyer is required to insure the goods belonging to the seller against all storage risks and to provide proof of it upon request. The vendor shall immediately be notified of a garnishment or interference by a third person. The seller shall take all necessary actions to prevent that third parties take hold of the goods belonging to the vendor. The purchaser is obliged to bear the associated costs and to indemnify and hold us harmless, as far as he has caused this access by third parties.

16. Formal regulations, choice of law, place of fulfillment

All agreements, subsequent changes, amendments, subsidiary agreements etc. will only be valid in written form, and require the original signature or a

qualified electronic signature.

The Austrian substantive law applies. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded. The contractual language shall be German.

In the event that an individual provision of this contract is or becomes completely or partially invalid through amendments to the legislation, other regulations or by a judicial decision, this shall not affect the validity of the other provisions. The obligation to comply with the general terms and agreements remains. The place of delivery and payment shall be the respective production facility of the seller.

The competent court having jurisdiction at the seat of our company shall settle any disputes arising from this contract. However, the seller may also take legal actions at the court having general jurisdiction at the seat of the contracting party.