



**General Terms and Conditions of Purchase and Delivery of Greisinger GmbH and any companies affiliated with it**  
**(Hereinafter abbreviated to “Terms and Conditions of Purchase”)**  
**(Status: 28/06/2022)**

**1. Validity and general terms**

- (1) These terms and conditions of purchase apply to the entire present and future business relationship of Greisinger GmbH (hereinafter referred to as “Greisinger” or “we”), as well as the companies affiliated with it within the meaning of Sec. 189(a) Austrian Commercial Code (*UGB*) (hereinafter referred to as “Affiliates”) with the Contractor (hereinafter referred to as “Contractor”), even if no reference is explicitly made to them in subsequent contracts.
- (2) The respective applicable version of the Terms and Conditions of Purchase as at the date of concluding the agreement shall be pertinent.
- (3) They apply to deliveries, and, accordingly, to any type of other services, such as work performed (the term “delivery” or “deliveries” shall hereinafter also apply to any kind of other services).
- (4) Any additional or deviating terms and conditions of the Contractor shall only form part of the contract, even if we are aware of them, if we explicitly confirm them in writing.
- (5) Any additional or deviating arrangements agreed between us and the Contractor in regard to these Terms and Conditions of Purchase, for executing any agreement, shall require to be laid down in writing. This shall also apply to the revocation of this requirement for the written form.
- (6) Any rights that we are entitled to assert, in line with the statutory regulations, shall not be affected by these Terms and Conditions of Purchase.
- (7) The Contractor shall not be entitled to assign the contract to third parties, in whole or in part, without our written consent. Upstream suppliers of the Contractor shall be deemed its vicarious agents.
- (8) Should any provisions of this agreement be or become invalid or impracticable, the remainder of the agreement shall not be affected thereby. These provisions will automatically be substituted by valid and enforceable provisions which achieve the intended purpose as far as possible. This also applies if the invalidity or unenforceability is based on a measure of the service or time that is standardised in the contract. That will also be the case *mutatis mutandis*, should a regulatory loophole in the contract emerge.
- (9) A statement submitted electronically (e.g. by e-mail) or by means of telefax will be deemed to have been made in writing.

**2. Purchase orders of Affiliates**

- (1) Any purchase orders in accordance with these Terms and Conditions of Purchase may also be placed by us, for example, in the name of, and/or on behalf of, an Affiliate, in regard to which we will, if necessary, also provide the Contractor with the pertinent delivery and/or billing address. Affiliates shall, however, also be entitled to place purchase orders in accordance with these Terms and Conditions of Purchase themselves.

If, when concluding a contract, the Affiliate should be a debtor in regard to the fee owed to the Contractor, the Contractor will be entitled to check the Affiliate’s creditworthiness in advance, and, if payment of the fee would be jeopardised, due to the Affiliate’s poor financial circumstances, and no security deposit at least being put down in this respect, decline to conclude a contract.



### 3. Enquiries and conclusion of the contract

(1) Our enquiries are non-binding, and do not oblige us to pay any kind of fee or reimbursement for any quotation that is prepared, on whatever legal grounds.

(2) The Contractor shall be obliged to stick rigidly to our enquiry in its written quotation, quoting our reference data, and, in the event of there being any deviations, expressly point it out in writing, in advance. Unless anything to the contrary has been agreed in writing, any quotations and cost estimates provided by the Contractor shall be binding upon the Contractor and free of charge. Any quotations of the Contractor which do not contain an explicit acceptance deadline may be accepted by us at any time within 12 weeks of receipt. The acceptance of the quotation will become legally valid upon receipt of our declaration of acceptance (purchase order) by the Contractor. Any samples are to be provided to us free of charge.

(3) Our purchase order, any addendum to it or amendment of it, and also any other arrangements made in the course of concluding or fulfilling the contract, shall only be binding if our declaration in this respect is made in writing. If we do not respond to quotations or any other statements issued by the Contractor, that shall not be deemed consent unless anything to the contrary has been agreed in writing. Should our statement contain any obvious errors, typos or calculation errors, it shall not be binding upon us.

(4) The acceptance of the purchase order is to be confirmed to us in writing without delay, quoting our purchase order number(s) and item number(s) (order confirmation). Said order confirmation does not then include a binding declaration, but solely serves the purpose of documentation, if the contract has already materialised through our purchase order.

(5) Should the Contractor fail to accept a purchase order within seven calendar days, we shall be entitled to revoke it prior to receiving the Contractor's declaration of acceptance. Unless they are contested by the Contractor within two working days of receipt, delivery call-offs within the scope of any order and call-off scheduling shall be binding.

(6) In the case of deliveries of the Contractor that are to be assembled by us or a third party, the Contractor shall, without charging an additional fee, also supply us with all the documents that are necessary for us, required in the usual scope, such as assembly drawings, data sheets, installation instructions, processing guidelines, storage regulations, operating instructions and maintenance requirements, lists of spare parts and consumables, etc. Labels are to be affixed in the German language. The operating instructions and user manuals are always to be provided in the German language, in duplicate.

### 4. Delivery, delay, packaging, passing of risk, reservation of ownership

(1) The delivery needs to be made to the agreed location, at the agreed time and in the agreed way.

Delivery times for the central warehouse:

Monday to Thursday, 7 a.m. to 12 noon

We do not accept regular deliveries on Fridays.

Any other delivery times need to be agreed in writing, or may, exceptionally, be approved by the Purchasing Department. Unless a different time of commencement has explicitly been agreed, the delivery period shall begin to run on the day on which the purchase order is placed. The timeliness of the delivery shall depend upon receipt at the destination specified by us (delivery address); in regard to the timeliness of a delivery with installation or assembly, as well as services, formal written acceptance by Greisinger shall



be pertinent. The commissioning, use or other comparable action shall not constitute (actual) acceptance. Should there be recognisable delivery delays, the Contractor is to inform us in writing without delay, specifying the reasons and the expected duration of the delay. In such a case, the delivery deadline will only be extended if the latter has explicitly been acknowledged by us in writing.

(2) Acceptance of late deliveries shall not constitute a waiver of any claims for compensation for damage.

(3) A delivery note is to accompany every delivery, and needs to clearly show at least the designation of the product, the destination, the respective employee in charge, the purchase order number and the product number of the Greisinger enterprise resource planning system. Every delivery on pallet needs to be labelled with an EAN 128. Should such details be entirely or partially missing, we shall be entitled to refuse to accept the delivery.

Reusable containers will be exchanged 1:1.

(4) Partial deliveries, as well as excess deliveries or a shortfall in the delivery, are not permitted. In so far as additional expenditure is created for us thereby, the damage incurred will be invoiced, unless anything to the contrary has been agreed. We reserve the right to accept excess deliveries or a shortfall in the delivery in individual cases.

(5) The packaging is to be appropriate, expedient and in perfect condition, and in particular suitable for protecting the delivery items until they reach their destination. Should deliveries be made on europallets, the usual width may not be exceeded. Any additional expenditure may be invoiced to the Contractor without delay. Any transport packaging delivered, including any carrier materials (rolls in the case of labels), need to be dispensed with by the Contractor in Austria in compliance with the law. No cardboard underlays may be used for packaging films on H1 pallets.

The Contractor shall be required to adhere to our terms and conditions by means of supporting sustainable and responsible forestry, and the maintenance of forests worthy of protection, as well as by excluding the use of timber from unmonitored and endangered forests. This concerns all packaging materials made with paper, wood or cellulose components, including:

- Composite cardboard packaging
- Cartons
- Labels and hang tags
- Filling material
- Operating manuals

In this respect, in the case of all the above-mentioned product groups and fields of application, the following requirements shall apply:

1. All legal requirements and duties of care of the EU Timber Ordinance are to be implemented in full;
2. Any species of wood threatened by extinction, such as wood from forests worthy of special protection (nature protection areas, national parks, nature reserves, primeval forests), is to be excluded, with the exception of raw materials that originate from certified sustainable forestry.

Furthermore, in the case of all the above-mentioned packaging materials with wood components, at least one of the following criteria is to be fulfilled:

1. 100% recycled material is to be used in products, as well as the greatest possible proportion of recycled materials being used for packaging materials;
2. Product chain certification (CoC) by the Forest Stewardship Council (FSC),





3. Product chain certification (CoC) by the Programme for the Endorsement of Forest Certification Schemes (PEFC)

(6) All wooden pallets are to be IPP-certified.

(7) In the case of deliveries requiring installation or assembly, and with any other services, the passing of risk occurs upon formal written acceptance; in the case of deliveries without installation or assembly, it occurs at the time of handover at the destination. This also applies if we take on the transport and/or the transport insurance. Subject to any written agreement to the contrary, DDP (destination) Incoterms® 2022 shall apply.

### 5. Place of fulfilment

The place of fulfilment for the Contractor's delivery and/or service obligation is the destination cited in the purchase order.

The place of fulfilment for any other services of the contractual partners, in particular in regard to payments, is our principal place of business in 4323 Münzbach.

### 6. Prices, invoicing, offsetting and retention/refusal to provide services

(1) The agreed prices are fixed prices. The pricing can, moreover, be seen from the agreed clause to be found in Incoterms® 2022. In the absence of any written agreement to the contrary, the price shall include all ancillary expenses, in particular for packaging, shipping devices and transport, to the destination specified by us, as well as any import and export duties and any other public dues. The statutory VAT is not included in the price.

(2) The invoice is, unless anything to the contrary has been agreed in writing, to be sent by the Contractor to [eingangsrechnungen@greisinger.com](mailto:eingangsrechnungen@greisinger.com), citing any purchase order data (in particular the purchase order number(s) and item number(s)), after fulfilling the contract in full, and is to be issued in compliance with the statutory regulations. The invoice date may not be earlier than the date of delivery. In order to avoid any delayed processing by us, invoices are not to be sent along with the deliveries of goods, but forwarded separately.

We reserve the right to send back any invoices which are not in compliance with our requirements (in particular in regard to the purchase order data or the VAT regulations, e.g. specifying the VAT ID), unprocessed. The invoice will, in such a case, be accorded the status of not yet having been issued. The Contractor's claims will then not be due.

(3) The Contractor is not entitled to offset any claims against us, unless its claim, with which the offsetting is to be carried out, has been acknowledged by us in writing or has been established with legal finality.

(4) Contractor shall not be entitled to assert a right of retention or any other right to refuse services, which includes the objection of concurrence. The foregoing clause shall also apply if Greisinger has not yet provided its services in line with the contract.

### 7. Payment

(1) The deadline for payment of the invoice shall begin to run once the contract has been properly fulfilled by the Contractor and we have received the properly issued invoice.

(2) Unless anything to the contrary has been agreed in writing, payments shall, at our option, be made either within 30 days, less a 3% cash discount, within 40 days less a 2% cash discount or within 60 days without a discount. In the case of deficient delivery, we shall be entitled to withhold the payment until the delivery has been properly fulfilled, without any loss of rebates, cash discounts or similar price reductions. The



payment deadline shall begin to run once the defects have been remedied in full. The payment will be made subject to the reservation of reviewing the invoice.

(3) In the event of a delay in payment, the Contractor may require arrears interest in the amount of a maximum of 5% per annum, and only in so far as we do not provide evidence of lesser damage.

(4) Annual bonuses will be calculated on the net sales invoiced prior to the cash discount being applied.

## 8. Quality and warranty

(1) The Contractor warrants that all its deliveries,

a) in particular – in so far as relevant – are, in regard to construction, material, design, expediency and manufacturing technology, in conformity with the pertinent recognised rules and legal provisions in Austria and the regulations, ordinations and directives of authorities and professional associations;

b) are in line with the technical specifications, norms and recognised standards applicable at the time of delivery or acceptance (“state of the art”), as well as

c) being suitable for the agreed intended purpose; and

d) possess all the necessary approvals and certification marks, in particular CE markings and TÜV certifications, unless anything to the contrary has been agreed in the individual case. Should reference be made, in purchase orders, to designs in line with standards, EN regulations, ÖN (Austrian Technical Standard) regulations and/or DIN regulations, the latest respective version shall always apply in such a case, unless any special one has been prescribed.

(2) The Contractor warrants that its deliveries are RoHS compliant, and thus do not exceed the threshold values applicable for limiting the use of certain hazardous substances in electrical and electronic equipment as at the date of delivery.

(3) It is guaranteed by the Contractor that the packaging materials delivered are free of PVDC. Any exceptions need to be agreed, and will be confirmed in writing by our Quality Assurance Department.

(4) The Contractor shall ensure that any wood-based packaging materials are FSC-certified. We likewise make it a requirement that the Contractor informs us about any innovations in the field of sustainable packaging material, and formulates them with us jointly.

## 9. No duty to examine deliveries or notify defects

We are not subject to any duty of any kind to examine deliveries and notify defects in regard to the agreed delivery. In particular, the duty to examine deliveries and notify defects under Secs. 377 *et seqq.* Austrian Commercial Code (*UGB*) is excluded.

## 10. Warranty, liability and insurance

(1) The Contractor shall provide a warranty in regard to its deliveries being carried out in line with the contract, in particular in accordance with Clause 7.1 above.

(2) The warranty period shall, in the case of moveables, be 36 months. The presumption that freedom from defects already existed at the time of the goods being handed over applies to the entire warranty period.

(3) The warranty obligation shall commence, in the case of deliveries, upon formal written acceptance, and, in regard to latent defects and defects in title, as from being noticed. The written assertion by us shall be sufficient to preserve the deadline. Once any defects complained of have been remedied, the warranty period shall begin to run anew.



(4) In regard to any defects occurring within the warranty periods, we shall, at our option, be entitled to require the Contractor, at its own expense and risk, to remedy the defects by way of improvement (repair, providing any missing components) and/or exchange - also free to the location of deployment - at short notice and/or claim a reduction in the price, or return the goods to the Contractor at the Contractor's expense, and explain the transformation. We shall in particular be entitled to require the Contractor to compensate any expenses associated with the remedying of the defect, such as transport and routing costs, the costs of material and the costs of dismantling and assembly, as well as any costs of an incoming inspection that exceed the usual scope.

(5) The mere acceptance of deliveries, the acceptance of which brings about use, or also payments being made, shall not constitute either an acceptance or a waiver of any rights that we are entitled to assert. Any receipts handed out by our Goods Acceptance Dept. do not constitute any statements on our part in regard to the final acceptance of the goods delivered. Our consent to drawings, calculations or any other (technical) documentation of the Contractor shall not affect the latter's responsibility for defects and the necessity of vouching for any assurances provided by it.

(6) In so far as we are entitled to compensation for damage, our claim shall also extend to compensation for any losses and expenses for which we had to compensate third parties.

(7) In the event of a claim being filed against us due to liability for defects or errors in the Contractor's delivery item, the Contractor undertakes to indemnify us and hold us harmless in regard to any claims of third parties (including any costs of legal prosecution), upon first being requested to do so. In cases of liability that is dependent upon fault, this shall, however, only apply if the Contractor fails to prove a lack of fault.

(8) The Contractor moreover undertakes to assist us to the best of its ability in any legal dispute with third parties.

(9) Should the Contractor allege that there is no defect in the delivery within the meaning of the product liability provisions, it shall also be required to provide us with evidence of the latter.

(10) The Contractor shall be required to take out an appropriate level of insurance cover against all risks arising from operating obligations and the product liability obligation in the amount of at least EUR 2.5 million per claim, and shall, if we so request, provide us with evidence that this has been done by showing us its insurance policy. The Contractor shall be required to continue to maintain insurance cover, also once the mutual contractual obligations have been fulfilled in their entirety, for a period of 10 years after placing the delivery items on the market.

## **11. Intellectual property rights of third parties and software products**

(1) The Contractor shall be liable for ensuring that no intellectual property rights of third parties are infringed by its deliveries and the contractual use of them. It shall also indemnify us and hold us harmless in regard to any losses and expenditure (including any costs necessary for legal pursuit in line with the purpose) arising from the infringement of such intellectual property rights, upon first being requested to do so, and shall ensure that the products delivered can be used without limitation.

(2) Should the Contractor be required to supply software products that have not been developed for us individually, the Contractor shall grant us an assignable and non-exclusive right to use the work. Should a one-off fee have been agreed for said right to use the work, the right shall be of unlimited duration. In the case of any software products developed for us individually, the Contractor shall grant us an exclusive right to use the work for all types of use, said exclusive right also excluding the Contractor itself, which will also be assignable and geographically unlimited. Unless anything to the contrary has





been agreed, the source code of the software shall also be covered by the right to use the work, and is to be handed over.

## **12. Offsetting**

(1) Offsetting a restriction of our rights with claims against the Contractor shall not be valid.

(2) We and our Affiliates shall be entitled to assert any claims that either we or our Affiliates may have, as joint and several creditors.

(3) We and said Affiliates may offset our/their claims against any claims on the part of the Contractor. Any substantive and procedural rights which the Contractor has in regard to a claim against the joint and several creditors shall also exist vis-à-vis the remaining joint and several creditors.

(4) The above provisions shall also apply if, on the one hand, cash payment, and, on the other hand, the surrender of bills of exchange is agreed, or if the mutual claims are due at various times, in which case settlement will be made based on the value date. In the case of ongoing payment transactions, said entitlement shall relate to the balance.

(5) In the event of there being a number of outstanding receivables, the Contractor shall refrain from objecting to us establishing which claim is to be offset.

## **13. Rights of ownership and copyrights**

(1) Notwithstanding the intended purpose, the Contractor shall acknowledge our rights of ownership and copyrights in any documents, information and other items (e.g. drafts, illustrations, plans, samples, models, films, drawings, calculations, procedural descriptions, tools, lithographies, printing plates, originals, clichés, printing type cartridges, embossing plates, stamping dies and dielines, printing cylinders, formulations and raw material and product specifications with which we have provided the Contractor, as well as any workpieces handed over for processing, etc.). They may not be made accessible to third parties without our prior written consent. They are exclusively to be used for the delivery based on our purchase order. They are to be kept secret from third parties. They are to be returned to us along with the quotation or once the purchase order has been implemented, without the necessity of a reminder. Any destruction of said items shall only be permissible with our prior written consent.

In the event of loss, improper handling or tortious destruction, the Contractor shall be obliged to restore them again free of charge or pay compensation for damage. Should the Contractor acquire a copyright of its own, based on its own processing of the drawings, drafts, models, etc. handed over to it on our behalf, it already at this point grants us a chronologically unlimited, exclusive and free right of use of the work in said copyright.

(2) In the case of printed documents, it is absolutely necessary for a galley proof to be presented by the Contractor, and for the latter to be approved by us. Should any changes be necessary, the corrected proof needs to be presented once more, and approved.

(3) Any new developments that the Contractor pursues jointly with us or on our behalf may only be used elsewhere with our written consent. Any publications on the new developments shall also require our consent. In so far as we do not make use of our right to file new developments as patents or utility models ourselves, the Contractor shall require our prior written consent prior to filing any application of its own for said intellectual property rights.

(4) Any goods or parts made available shall remain our property. They are, as such, to be stored separately, and may only be used for our purchase orders. Should the item provided by us be processed or inseparably



mixed with other items, not belonging to us, we shall acquire co-ownership in the new item in the proportion of the value of our item (cost price plus the statutory VAT) to the other items processed or mixed with it at the time of processing/mixing. Should the processing or mixing be carried out in such a way that the Contractor's item is to be deemed the main item, the Contractor shall be obliged to assign us *pro rata* co-ownership. The Contractor shall preserve the sole ownership or co-ownership on our behalf.

(5) Contractors who undertake contract processing on our behalf shall be required to check any material provided by us for its suitability and freedom from defects without delay, and notify any defects at the latest within one week after receipt of goods. We shall not be responsible for any additional costs or scrap in consequence of defects not notified, or notified too late.

#### **14. Confidentiality**

(1) The Contractor shall be obliged to keep any information that is made available to it through us, which is discernible as business or trade secrets, confidential for an unlimited period of time, and, in so far as it is not necessary for the delivery to us, neither record it nor pass it on or take advantage of it. The confidentiality obligation shall only lapse if, and to the extent that, the information has become generally known.

(2) The Contractor shall ensure, by way of suitable contractual agreements with the employees and agents working for it, that also they permanently refrain from making use of such business and trade secrets, passing them on or recording them without authorisation.

(3) The Contractor may only make reference to the business connection with us in illustrations, brochures and advertising leaflets after obtaining our written consent.

(4) In the event of any of the above confidentiality obligations being infringed, the Contractor undertakes to pay us a contractual penalty, to be fixed by us at our equitable discretion and, in case of dispute, to be examined in regard to its appropriateness by the competent Court. The claim to a contractual penalty is independent of fault. We shall be entitled to claim the contractual penalty for each individual infringement and day, subject to the exclusion of the objection of it being a single ongoing act. We reserve the right to assert any further damage, taking into account the contractual penalty incurred.

#### **15. Choice of law and place of jurisdiction**

(1) The contracts concluded involving these Terms and Conditions of Purchase, including the question of their valid materialisation and their anticipatory and retrospective effects, shall exclusively be subject to Austrian substantive law. The conflicts of law provisions of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are hereby expressly excluded.

(2) The exclusive place of jurisdiction for any disputes arising from or in connection with the contracts concluded involving these Terms and Conditions of Purchase, including the question of their valid materialisation and their anticipatory and retrospective effects, is A-4020 Linz. We shall, however, be entitled, at our option, to also sue the Contractor at any other Court that may be competent under national or international law.

#### **16. Final provisions**

(1) We would like to point out that we store personal data, paying attention to the statutory provisions, and process it in connection with business transactions. The Contractor explicitly grants its consent to this.





(2) In the event of the Contractor ceasing to make payment or the institution of insolvency proceedings over the assets of the Contractor being requested or instituted, we shall be entitled to withdraw from the contract, in whole or in part, unless it is inadmissible in accordance with the national insolvency law that is mandatorily applicable to the Contractor.

(3) Condition and supply contracts may be terminated by either party by giving 30 days' notice to the end of a calendar quarter.



**General Terms and Conditions of Business and Delivery**  
**(hereinafter abbreviated to “Terms and Delivery”)**  
**(Status: 28/06/2022)**

**Recitals**

1. The General Terms and Conditions of Business and Delivery (*hereinafter referred to as “Terms and Delivery”*) below shall apply to all deliveries, services and orders of Greisinger GmbH (*hereinafter referred to as “Greisinger”*), Klammerstrasse 10, 4323 Münzbach, and the Contractual Partner (*hereinafter referred to as “Purchaser”*), which is a trader. *The Terms of Delivery shall apply to the entire present and future business transactions with the Purchaser, even if no express reference is made to that.*
2. In the event of the Purchaser having conflicting General Terms and Conditions of Business, the latter shall only be valid if a deviation from these terms and conditions has explicitly been laid down in writing.

The present terms of delivery shall apply not only to the present legal transaction, but also to any future business between the contracting parties, even if this has not once again explicitly been agreed.

3. Should any individual provisions of these terms of delivery be or become invalid or unenforceable, the remainder of the contract shall not be affected thereby. These provisions will then automatically be substituted by valid and enforceable provisions which achieve the intended purpose as far as possible. This also applies if the invalidity or unenforceability is based on a measure of the service or time that is standardised in the contract. That will also be the case *mutatis mutandis*, should a regulatory loophole in the contract emerge.

**I. Conclusion of the agreement**

The contract shall be deemed to have been concluded once Greisinger, after receiving the purchase order, transmits to the Purchaser a written order confirmation. Should Greisinger only confirm the purchase order in part, the contract shall be deemed to have materialised in regard to the part performed.

**II. Assumption of risk**

Upon the goods being despatched ex works, the risk shall pass to the Purchaser. The transport risk and loss of weight during transport shall be borne by the Purchaser. Should it not be possible to despatch the goods that are ready for despatch, through no fault of ours, or the Purchaser not wish them to be despatched, the goods may – if capacity is available for that purpose – be stored on Greisinger’s premises, at the Purchaser’s expense. Upon the goods being stored, the contract shall be fulfilled, and the risk shall be deemed to have passed to the Purchaser.

**III. Delivery deadline**

Should a delivery deadline have been agreed, it shall essentially begin to run upon all the prerequisites incumbent upon the Purchaser being fulfilled, as well as any deposit to be paid to Greisinger being received.

**IV. Warranty**

1. The goods delivered are to be examined immediately following receipt, and stored properly. The goods are to be stored in line with the terms and conditions of storage specified by Greisinger. This means:
  - Store cooled: The goods are to be stored in cold-storage rooms or refrigerators at a temperature of +2 °C to +4 °C
  - Store cooled: The goods are to be stored in a cool, dry place at a temperature of up to +18 °C



- Store deep-frozen: The goods are to be stored in a corresponding location, a deep freeze or a cool-storage room, at a temperature of at least -18 °C or below.

Should the goods not be stored in accordance with these guidelines, their warranty shall lapse.

2. Any notice of defects can only be considered if it is filed in writing, and substantiated, without delay following receipt of the consignment, however at the latest within three (3) days of receipt of the goods or the provision of services.
3. Any warranty claims on the part of the Purchaser shall lapse immediately if the goods are not paid for by the Purchaser in good time.
4. Any return consignment of goods will only be accepted by Greisinger if a substantiated notice of defects has previously been reported and Greisinger has indicated its agreement to the goods being returned, in writing.
5. Should Greisinger have acknowledged the goods to be defective, it shall, at its option, be entitled to determine the type of warranty (a replacement delivery, a reduction in the price or a credit towards the amount of the invoice) itself.
6. In the event of any official objections, or if a sample has been taken by health officials responsible for food safety, the Purchaser shall be required to request control samples. The Purchaser shall be required to freeze said control samples immediately, and inform Greisinger. Any failure to comply with this provision shall, on the one hand, lead to Greisinger being entirely exempted from liability; on the other hand, the Purchaser shall be obliged to indemnify Greisinger and hold it harmless in regard to any losses incurred.
7. Any warranty claims on the part of the Purchaser shall lapse, if the defects are notified in good time, within six months of acceptance of the goods. The existence of defects is to be evidenced by the Purchaser.
8. The application of Secs. 924 Austrian Civil Code (*ABGB*) (presumption of the goods being defective) and 933(b) *ABGB* (special recourse) is excluded.

#### **V. Compensation for damage**

1. Compensation for damage will only be paid by Greisinger for verifiable losses that have been caused by wilful intent or blatant gross negligence on the part of Greisinger. Liability for any other type of negligence is expressly excluded (with the exception of personal injury).
2. Any claims for compensation for damage against Greisinger by the Purchaser for consequential damage and any indirect losses are likewise excluded.
3. The application of Sec. 1298 sentence 2 of the Austrian Civil Code (*ABGB*) is excluded.
4. Any claims filed against Greisinger by the Purchaser in connection with or resulting from the present contract are, in the absence of an express written acknowledgement of the claim by Greisinger, to be asserted judicially within six months of becoming aware of them, however at the latest within three years as from occurrence of the (primary) damage following the event substantiating the claim, unless any other periods of limitation are mandatorily laid down in statutory provisions. Otherwise, said claims shall lapse.





5. Any liability on the part of Greisinger extending beyond the specific invoice value of the specific legal transaction concerned is excluded. Said liability is covered by this value.
6. Any claims for compensation for damage on the part of the Purchaser shall lapse immediately if the goods are not paid for by the Purchaser in good time.
7. Sec. 7(2) of the Austrian Product Liability Act (*PHG*) (reversal of the burden of proof) shall not apply.
8. Any liability towards third parties is in any event excluded. Should, however, exceptionally, liability exist vis-à-vis third parties based on statutory provisions or explicit acceptance by Greisinger, the limitations of liability detailed in Section V. shall, in any case, also apply vis-à-vis third parties.

#### **VI. Terms of payment**

1. Greisinger's prices are net prices, and payable without deduction upon receipt of the invoice. In the event of arrears of payment, Greisinger shall be entitled to request arrears interest. The reminder fees are EUR 15.00 for the first reminder, EUR 20.00 for the second reminder, and EUR 30.00 for the third reminder, always with the addition of VAT, and are to be accepted by the Purchaser. Any other costs in preliminary proceedings, which arise due to the involvement of a debt collection agency or a lawyer, are, moreover, to be paid by the Purchaser, in so far as they are in line with the respective tariff and are necessary in line with the cause of legal prosecution.
2. The Purchaser agrees to Greisinger assigning any outstanding claims against it to a third party.
3. In the event of arrears of payment, Greisinger shall be entitled to arrears interest in the amount of 12% above the respective base rate of the Austrian National Bank applicable on the first calendar day of a given half-year.
4. In the event of insolvency proceedings being instituted, any reductions which may have been granted shall be forfeited.

#### **VII. Reservation of ownership**

The goods supplied shall remain the property of Greisinger until such time as the purchase price, including any interest and debt collection charges, has been paid in full. The Purchaser shall therefore not be entitled to assign the goods by way of security to a third party during this time, or pledge them or hand them over in any other way. Should Greisinger's goods nonetheless be sold by the Purchaser, contrary to the prohibition, the reservation of ownership shall also extend to the Purchaser's claims resulting from said sale. For as long as the goods have not been paid for, the proceeds of sale are to be kept in trust as third-party monies. Any access by third party to the goods in the ownership of Greisinger (e.g. for levy of execution), or the proceeds from them is to be notified to Greisinger without delay.

#### **VIII. No right of retention, no objection of concurrence**

The Purchaser shall not be entitled to withhold any payments, file the objection of concurrence or assert any other rights of retention, entirely irrespective of whether Greisinger has provided its services, in particular irrespective of the matter of the completeness of the provision of services and the deficiency of the provision of services.

#### **IX. Exclusion of rescission of the contract on the grounds of error and *laesio enormis* (disproportionately great impairment or damage)**

The Purchaser shall not be entitled to contest the contract due to error or *laesio enormis*. The application of the *laesio enormis* is excluded.



## **X. Prohibition of set-off**

The Purchaser shall not be entitled to offset any claims of Greisinger with its own claims.

## **XI. Confidentiality**

(1) The Purchaser shall be obliged to keep any information that is made available to it through Greisinger, which is discernible as business or trade secrets, confidential for an unlimited period of time, and, in so far as it is not necessary for the delivery to Greisinger, neither record it nor pass it on or take advantage of it. The confidentiality obligation shall only lapse if, and to the extent that, the information has become generally known.

(2) The Purchaser shall ensure, by way of suitable contractual agreements with the employees and agents working for it, that also they permanently refrain from making use of such business and trade secrets, passing them on or recording them without authorisation.

(3) The Purchaser may only make reference to the business connection with Greisinger after receiving Greisinger's written consent.

(4) In the event of any of the above confidentiality obligations being infringed, the Purchaser undertakes to pay Greisinger a contractual penalty, to be fixed by Greisinger at its equitable discretion and, in case of dispute, to be examined in regard to its appropriateness by the competent Court. The claim to a contractual penalty is independent of fault. We shall be entitled to claim the contractual penalty for each individual infringement and day, subject to the exclusion of the objection of it being a single ongoing act. Greisinger reserves the right to assert any further damage, taking into account the contractual penalty incurred.

## **XII. Final provisions**

(1) Only the Court for Perg having jurisdiction over the subject matter shall be competent in regard to any disputes arising from the contract, either directly or indirectly. Greisinger may, however, at its option, also call upon another Court having jurisdiction. The contract is exclusively subject to Austrian substantive law, subject to the exclusion of the reference standards and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Greisinger's registered office in 4323 Münzbach, Austria, is deemed the place of fulfilment for delivery and payment, and in fact even if the goods are handed over, by agreement, at a different location.

(2) Greisinger stores and processes personal data, observing the statutory provisions and in connection with business transactions. The Purchaser explicitly grants its consent to this.