

Terms of sale, delivery and payment of Greiner PURTEC

As of: October 2018

1. VALIDITY OF THESE TERMS OF SALE

These terms of sale shall regulate the relationship between a customer (hereinafter referred to as "customer") and Greiner PURTEC CZ spol. s r.o. (hereinafter referred to as "contractor"), unless an individual contract (hereinafter referred to as "contract") contains deviations from these, whereby conditions that do not deviate from these terms of sale shall remain valid. At the latest with the beginning of fulfilment of the contractual obligations by the contractor, these terms of sale of the contractor shall be deemed acknowledged by the customer. Terms of purchase of the customer shall be binding for the contractor only if these are separately acknowledged by the contractor. Verbal agreements shall be effective only if these have been signed in writing by a party authorised to represent the contractor or if a modification of the order confirmation is issued. The contract shall be deemed concluded if the contractor has sent a written order confirmation after receiving the order and it is not verifiably objected to by the customer within 10 days.

2. OFFERS, ACCEPTANCE OF ORDERS

- 2.1. All offers shall be non-binding. Orders shall be deemed accepted only after order confirmation or implicitly through execution of the order.
- 2.2. Representatives shall only be authorised to accept and forward orders, but not to confirm orders.
- 2.3. If no order is placed, the contractor shall be authorised to destroy the offer documents (drawings, samples, etc.) after 3 months from the day of offer.

3. TERMS OF PAYMENT

- 3.1. A payment period of 30 days net shall be applicable unless otherwise agreed upon in writing. Payments shall be deemed made only when the credit note of the financial institution is available to us.
- 3.2. If the payment period of 30 days is exceeded, the contractor shall be authorised to charge default interests in the amount of 5% over the bank rate without warning.
- 3.3. If the customer is in default with an agreed payment or another service, the contractor can charge default interests from the due date onwards in the amount of 7.5% over the respective basic interest rate of the European Central Bank (refer to the Directive on combating late payment in commercial transactions, dated 29th June 2000) or declare withdrawal from the contract after granting a suitable grace period.

4. DISPATCH, PACKAGING

- 4.1. Unless otherwise agreed upon, the contractor must deliver the products EXW "ex works" according to Incoterms 2010 (declaration of the readiness for dispatch).
- 4.2. The contractor's standards shall be applicable for the packaging and labelling of the products. Unless otherwise agreed upon, the specified prices shall be exclusive of packaging and the packaging shall take place in the customary manner to avoid damages of the products under normal transport conditions on the way to the defined destination at the costs of the customer and shall be taken back only upon agreement.
- 4.3. Insurances about the products sold, particularly transport, theft, fire and breakage insurances, shall not be taken out by the contractor unless this was agreed upon separately and explicitly.
- 4.4. The products and their transport shall be insured only upon explicit request and at the costs of the customer. In the event of losses and damage during the transport, it shall be the customer's responsibility to have the loss or damage immediately determined by the carrier (truck, railway, post, forwarder) at the time of acceptance through a statement of facts.

5. PRICE, PAYMENT, INVOICE

- 5.1. The total price of the contractor's contractual obligations, its due date and payability (hereinafter referred to as "contractual price") shall be agreed upon separately.
- 5.2. The amount, type and due date of the payment surety shall be agreed upon separately.
- 5.3. The customer shall not be authorised to withhold payments due to counter-claims that are not acknowledged by the contractor.
- 5.4. Invoices may be sent electronically.

6. DELIVERY, DELAY

- 6.1. Order cancellations shall be valid only if these have been confirmed by the contractor in writing.
- 6.2. Up to 2 weeks before the delivery date confirmed by the contractor, 50% of the cancelled order amount and up to 1 week before the delivery date confirmed by the contractor, 100% of the cancelled order amount shall be charged to the customer.

[1/5]



- 6.3. The product delivery must take place according to the delivery dates specified in the order confirmation, whereby the delivery time shall be non-binding.
- 6.4. Up to the full payment of the entire invoice amount along with additional fees, the contractor shall reserve the ownership of the products. The risk shall be passed over with the delivery to the customer.
- 6.5. Partial deliveries shall be permissible and shall be considered as independent transactions.
- 6.6. The schedule shall commence only after the receipt of the payment surety according to art. 3.2 and of the documents (hereinafter referred to as "entry into force"). If it is not provided accordingly within 30 days from the conclusion of the contract, the contractor can withdraw from the contract without any liability to the customer.
- 6.7. Postponed deliveries of orders upon request of the customer shall be valid only if these have been confirmed by Greiner PURtec in writing.
- 6.8. If the customer delays the acceptance by violating its cooperation obligations or advance performance obligations (e.g. releases) or if the delivery of the products cannot take place in time for reasons that do not fall within the area of responsibility of the contractor (delay of acceptance by the customer), the contractor can, with provision of a grace period, demand compensation for the additional costs incurred and, in case of own storage, also demand storage costs of at least 1% of the invoice amount falling to the stored product per started calendar day. The contractor can also withdraw from the contract with provision of a grace period of one week. In this case, the contractor shall be authorised to demand the entire purchase price plus a lump-sum compensation of 10% of the order value plus VAT from the customer without proof of the actual damage. This regulation shall not affect the legal claims.
- 6.9. The contractor shall be entitled to the payment of all costs/expenses, which it incurs for the execution of the contract and which are not included in the payment received.

7. TOOLS, DEVICES

- 7.1. Tools and devices, which were manufactured for the customer, shall always remain our property, even if the production costs are charged separately. The production costs charged for these tools or devices shall only represent a part of their higher total production costs. The expenses for the preparations, draft, construction, trial and maintenance shall not be covered by these.
- 7.2. The transfer of tools to the customer shall remain excluded in any case, even in the event of cancellation of the order by the customer, considering the property rights, trade secrets and long-standing experience related to them.
- 7.3. If a repeat order or a different agreement does not take place within 2 years from the delivery, the contractor can dispose of the tools or use them otherwise at discretion.
- 7.4. Delivery from available tools without charging of tool repair costs can take place only as long as the condition of the tools allows a defect-free operation with them. Repair costs for damage caused by natural wear and tear of the tools or devices shall be borne by the customer; the customer shall also bear the costs of all tool modifications initiated by it.
- 7.5. For tools of all types, which are provided to us by the customer, all costs incurred by us for the repairing and maintenance of the tools provided shall be borne by the customer.
- 7.6. The contractor shall not be responsible for the selection of the material itself as well as for the material-compliant design of the workpiece. This shall also be applicable if the contractor makes suggestions for material selection and material-compliant execution of the workpiece or if the contractor suggests changes in drawings and samples provided by the customer.

8. MATERIAL PROVISION, PARTS PROVISION

- 8.1. If materials are provided by the customer in the form of insert components or assembly parts, these must be delivered at its costs and risk with an appropriate quantity surcharge of at least 5% in time and in flawless quality. Except cases of force majeure, the customer shall bear the additional costs incurred also for interruption of production. With respect to the materials and parts provided, the contractor shall not be responsible for an incoming goods inspection unless this was agreed upon separately.
- 8.2. The provision of parts for coating shall take place exclusively with supply of the packaging that is suitable for the return transport at the costs and risk of the customer.
- 8.3. For moulds, devices, gauges and other production utilities provided by the customer, the contractor shall be obligated to use and store these provisions with professional diligence. Further warranty shall not be assumed for these. The contractor shall particularly not be liable for the loss or damage through force majeure.

9. PROVISION OF TOOLS

- 9.1. For tools of all types, which are provided to the contractor by the customer, all costs incurred by the contractor for the repairing and maintenance of the tools provided shall be borne by the customer.

[2/5]



- 9.2. Dimensions of the workpieces (tolerances) must be explicitly agreed upon with the contractor when issuing the order. If there is no special agreement, the possible dimensional accuracy corresponding with the material and the shape of the workpiece or corresponding with the largest dimensional limit of relevant norms shall be adhered to.
- 9.3. No warranty or guarantee shall be assumed for the adherence to specified dimensions and tolerances according to drawings as well as for perfect appearance.

10. RETENTION OF OWNERSHIP

- 10.1. Irrespective of the transfer of risk, the contractor shall retain the ownership of the delivery or purchase items up to the full coverage of all obligations of the customer arising from the contractual relationship.
- 10.2. Pledging or security transfer in favour of third parties shall be ruled out without our consent. In case of pledging or other type of use, the customer must assert our right of ownership and inform us about this immediately.
- 10.3. The customer shall be authorised to work on or process the delivered product or to connect it with another product. The work or processing shall take place for us without creating an obligation for us. If the delivered product is worked on or processed or is connected with another product that does not belong to us, we shall be entitled to the thus resulting co-ownership share in the object arising from the work or processing in proportion of the value of the delivered product to the remaining processed product at the time of the processing and connection. If the work or processing or connection with another product results in a new object, the customer already grants us co-ownership of the new object in proportion of the processed or connected reserved product to the value of the new object and it shall store it for us free of charge – up to the sale in the normal business operations. The customer agrees that the contractor must take the product back regardless of a co-ownership possibly arising from the work or processing or connection, whereby the contractor must discharge the customer's share in the product in cash, possibly through offsetting.
- 10.4. The customer shall not be authorised to thwart the recall of the product with the indication that there would be no agreement about the valuation of the share. In case of a resale through cash sale, the proceeds achieved shall, up to the amount of the still outstanding purchase price, not be passed over into the ownership of the conditional customer; it must keep the proceeds in this amount separately and must pay the same to us immediately. In case of a different type of sale, the customer is already obligated to assign the receivable, which it shall be entitled to from the resale against its purchaser, to us up to the amount of the still outstanding purchase price and inform us immediately about the resale and the name of the purchaser.
- 10.5. The customer's authority to process and sell the reserved product in the normal business operations shall end with its insolvency or if the opening of bankruptcy proceedings or settlement proceedings is applied for about the customer's assets. In this case, the customer must return the unprocessed or processed reserved product upon our first request.
- 10.6. A different regulation shall be applicable in case of a delivery into Federal Republic of Germany, since in case of a processed reserved product, the contractor shall acquire co-ownership of the new object in the amount of the invoice value of the reserved product, which has been processed into the new object, and the customer herewith assigns the receivable from a resale of the processed reserved product to us in the amount of the invoice value of the processed reserved product.

11. WARRANTY

- 11.1. The contractor warrants that unless otherwise specified, the products shall be delivered according to the terms of sale, shall correspond to the technical specification or the initial samples and shall be manufactured according to generally acknowledged industrial standards. No warranty or guarantee shall be assumed for the suitability for a certain purpose or function. For products that are manufactured according to the customer's specifications, the contractor shall assume exclusively the warranty that third party property rights shall not be violated through the manufacturing of these products.
- 11.2. The contractor shall assume neither guarantee nor legal consequences with respect to the suitability and processing of our products for certain intended uses.
- 11.3. In case of deliveries of foamed materials, density fluctuations up to 10% are customary and may not, under any circumstances, be a reason for notices of defects. This shall be applicable for fluctuations within a production batch as well as for different product batches of the same quality.
- 11.4. The same shall be applicable for dimensional deviations, which can never be totally avoided due to the high elasticity of our products. Agreed flame resistance standards of foamed materials can be assured only at the time of the delivery.
- 11.5. The warranty obligation of the contractor shall, as per its choice, consist in the repair or exchange of verifiably defective products within a period of 6 months from the delivery of the products. Replacement deliveries must take place at the same place of delivery as that of the first delivery. For products that are replaced under



warranty, the customer shall be entitled to a new warranty period of 6 months from the date of replacement. All warranty periods shall end at the latest 24 months from the first delivery.

- 11.6. This warranty shall be granted under the following conditions: (i) The customer has not failed to inform the contractor in writing immediately after the delivery - or immediately after the defect could have been detected with adequate attention - and (ii) the customer proves that the contractor is responsible for the defect, whereby § 924 ABGB [General Civil Code] shall be waived. The warranty obligation of the contractor shall be applicable only for the defects, which occur under compliance with the stipulated operating conditions and during normal use. It shall not be applicable for defects that are based on improper use or storage, damage or modifications by a person other than the contractor or its authorised representatives and/or normal wear and tear.
- 11.7. The specifications about weight, dimensions, capacity, price, output and similar contained in catalogues, brochures, circulars, advertisements, figures, and price lists, etc. shall be decisive only if they are explicitly referred to in the offer and/or the order confirmation.
- 11.8. If the defective products or parts are sent back to the contractor for repair or replacement, the customer shall assume the costs and risk of the transport unless otherwise agreed upon. Unless otherwise agreed upon, the repaired or replaced products or parts shall be sent to the customer at the costs and risk of the contractor.

12. LIABILITY

- 12.1. Due to violation of contractual or pre-contractual obligations, particularly due to impossibility, delay, etc., the contractor shall be liable only in cases of intent or gross negligence, namely limited to the contract-typical damage that is foreseeable at the time of conclusion of the contract up to max. 5% of the order amount.
- 12.2. Claims of the customer due to loss of profit, production or earnings, loss of use, operational interruption, loss of orders, loss of information and data, contractual claims of third parties against the customer and any other indirect and/or direct and/or consequential damages or losses, on any legal grounds whatsoever, shall be ruled out, except in cases of gross negligence, intent or personal injuries.
- 12.3. The restrictions of the contractor's liability according to or in connection with this contract shall be applicable even for the personnel of the contractor.
- 12.4. For the design and functionality of the parts provided, the customer shall bear the sole responsibility even if it was guided by the contractor during the development. The contractor shall not assume liability for products based on materials provided by the customer.

13. CONFIDENTIALITY, INTELLECTUAL PROPERTY

- 13.1. The customer agrees to keep all the information that it obtains from the contractor confidential and to not forward the same to third parties and to not use it for any purpose other than that stipulated for the assembly, operation and maintenance of the products except if the information (i) is general state of the art or becomes general state of the art without any fault of the customer, or (ii) is, when it is obtained from the contractor, already possessed by the customer as can be verified from its written documents, or (iii) the customer receives it from a third party without the condition of confidentiality, without this third party having received this information directly or indirectly from the contractor.
- 13.2. The intellectual ownership and right of use of the contractor with respect to engineering, documentation, know-how shall remain with the contractor without any restriction. The documentation transferred by the contractor to the customer may neither fully nor partially be edited, copied, duplicated, translated into another language, distributed or processed (print, photocopy, microfilm or other procedures), be it electronically or in another manner, without prior written consent of the contractor.
- 13.3. Information protected through this article 11 may not be used by the customer itself or by third parties, which are engaged by the customer, with a view to manufacturing of spare parts or replacement parts.
- 13.4. These regulations of this article shall be applicable even beyond the expiry or termination of the contract.
- 13.5. For delivery items that are manufactured by the contractor according to documents provided by the customer, exclusively the customer shall assume the warranty that any third-party property rights shall not be violated through the manufacturing of these delivery items. If any third-party property rights are still asserted, the contractor shall not be obligated to check the correctness of these claims, but shall be authorised excluding all claims for compensation of the customer to stop the manufacturing of the delivery items and to demand reimbursement of the costs incurred. For the direct and indirect damage incurred by the contractor as a result of violation or assertion of property rights, the customer shall assume the full liability and the contractor shall be authorised for demand appropriate advance on possible legal costs. The contractor shall be free to publish all delivery items or products of our manufacturing in any manner.



14. TERMINATION

- 14.1. The contractor can terminate this contract in case of (i) significant contractual violations by the customer, which are not stopped within a reasonable period in spite of written requests, or (ii) considerable deterioration of the economic situation of the customer.
- 14.2. In the event of termination of the contract by the customer, the contractor shall be authorised to receive the payments, which it is entitled to up to the time of the termination. In the event of a termination without any fault of the contractor, the contractor shall be authorised to i) receive the contractual price less the costs and expenses, which are not incurred by it, from the customer and to (ii) be exempted with respect to all the damage, which is not caused by the contractor and which results from the termination.
- 14.3. The contractor shall especially be authorised to stop the fulfilment of the contract if the customer is in default of payment for more than 30 days.

15. LEGAL DOMICILE AND APPLICABLE LAW

- 15.1. The registered office of the contractor is agreed upon as the legal domicile.
- 15.2. Austrian substantive law shall be applicable (excluding the conflict of laws provisions and the Vienna Sales Convention of 1980). If the contracting partner has its registered office in the Czech Republic, the Czech law must be imperatively applied (excluding the conflict of laws provisions and the Vienna Sales Convention of 1980) in compelling points.

16. MISCELLANEOUS

- 16.1. The contractor shall not be obligated to fulfil the contract if the fulfilment is prevented by hindrances based on national or international provisions of the foreign trade law, embargos and/or other sanctions. The contractor must carefully strive for all necessary export licenses for its delivery and service part. The customer must support the contractor while doing so and must provide all necessary declarations and documents. If an export license is not issued at all or not within a reasonable period or is revoked, the customer and the contractor shall agree upon an alternative solution in a separate agreement. All the additional costs resulting from this must be borne by the customer. Claims against the contractor due to export licenses not being issued or being issued too late or being revoked shall be ruled out.
- 16.2. Amendments in the terms of sale and/or the contract must be in written form and must be signed by the customer and the contractor for them to be effective. Every amendment of the contract and the contractual obligations of the contractor after the signing of the contract that becomes necessary due to (i) legislative changes, (ii) changes in standards or (iii) official requirements, shall be borne by the customer. In any case, the customer and the contractor shall inform each other immediately if such amendments become necessary.
- 16.3. No party may be sued in cases of force majeure. For the purpose of this contract, force majeure is defined as an event that could not be prevented by the party affected by force majeure and that prevents a party from meeting its obligations accordingly. Examples for force majeure are war, whether declared or not, unrest, revolution, riots, boycott, acts of government, non-issue or revocation of export/re-export licenses, terrorism, strike, fire, natural disasters including e.g. flood, earthquake, typhoons, etc. If contract fulfilment is prevented due to force majeure for more than 3 months consecutively, the contractor shall have the choice of terminating the contract if the customer does not reimburse additional costs and expenses to the contractor that are incurred by the contractor through continuation of the contract fulfilment. Additional costs for the first 3 months shall not be object of a cost reimbursement.
- 16.4. The customer shall be authorised for offsetting only if the counter-claim has been acknowledged or legally determined. The contractor can offset claims against the customer with claims of Greiner and its affiliated companies.
- 16.5. The customer shall be authorised to assign its claims against the contractor only with prior written consent of the contractor.
- 16.6. If individual parts of these terms of sale are ineffective, this shall not affect the validity of the remaining parts. If the ineffective condition contains an effective part, it should be retained. The parties are already obligated to agree upon a substitute regulation that comes closest to the economic result of the ineffective condition.

