

GENERAL TERMS AND CONDITIONS

OF CONTRACT

of

Kunststoffwerk ZITTA GmbH

1. Scope and Terms

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all legal transactions concerning the delivery of goods and the provision of services between Kunststoffwerk ZITTA GmbH and the recipient of the delivery or service, unless the parties have explicitly agreed otherwise in writing.

1.2 In these General Terms and Conditions Kunststoffwerk Zitta GmbH is referred to as a Supplier, regardless of whether their service means responding to inquiries, making offers or in its function as a seller, work contractor or service provider. In contrast, the Customer in terms of GTC is the inquirer, purchaser, recipient or buyer of products or client of services. Delivery is understood to be the legal transaction concerning the delivery of products, but also the contract concerning other (ancillary) services, including consulting or installation services, as well as the performance of legal transactions. Party are Customer and the Supplier, as well as both in common. Products means the products subject to the order.

1.3 Any written provisions deviating from or supplementing these GTC that are indicated in a binding offer, an order confirmation, or in contracts specifically negotiated with the Supplier shall prevail over the GTC. The Customer's general terms and conditions or forms shall under no circumstances be recognized or become part of the contract, whether or not the Supplier was aware of them, objected to their validity or they contradict to these GTC. Suppliers' terms and conditions or forms shall not be recognised or incorporated into any part of the current contract, regardless of whether or not the Supplier knew, objected to its validity, or they conflict with the terms of the GTC.

1.4 In any case, the Customer submits to the validity of the GTC upon acceptance of delivery. If the Supplier is in an established business relationship with the Customer, the GTC shall apply to each individual delivery even if their validity was not separately indicated.

1.5 These GTC shall apply to all future contractual relationships, even if these GTC expressly referred to in future supplementary, additional or follow-up orders.

2. Quotations, orders and offers

2.1 Unless otherwise agreed upon in writing, Supplier's price quotations shall not be binding and their accuracy shall not be guaranteed.

2.2 Proposals by the Customer to conclude a legal transaction constitute a binding order if they describe products or services sufficiently. The Customer is bound by such order at least 5 days after the Supplier has received it.

2.3 Any notice given by the Supplier - including messages requested by the Customer - shall be non-binding, even if it contains prices, deadlines and other technical specifications; technical information or solutions given by the Supplier are without guarantee, such as descriptions, specimens or samples, which are presented in public statements by the Supplier.

2.4 Any information in catalogues, brochures, product data sheets, manuals, drawings, illustrations, other presentations, advertisements, promotional mailings, newsletters, or other media (homepage, social networks, etc.) or other information or advertising materials regarding products and services that are the subject matter of the contract, whether or not these originate from the Supplier, the manufacturer or third parties, shall only be part of the contract upon the Supplier's written order confirmation. If the Customer's decision is based on such information or advertisement, the Customer shall disclose such information to the Supplier.

2.5 Orders over all profiles are available in standard colours. Special colours can be produced starting from 500 kg. If the ordered amount is less than 500 kg and

needs a special colour, adjustment will be charged. The order must contain an exact colour name in order to guarantee colour uniformity of deliveries. In addition, it is also possible to fill orders for self-adhesive profiles or with wood finish, depending on the shape of the profiles.

3. Conclusion of a legal transaction (agreement)

3.1 The legal transaction shall be concluded at the time the Customer receives the Supplier's written approval (acceptance of the order/order confirmation) in accordance with his order (point 2.2). The legal transaction also comes into effect, if the Supplier starts to carry out the delivery without a prior written order acceptance / order confirmation.

3.2 If the Customer creates further documents which are intended to effect or confirm (document) this contract after the agreement has become effective, this shall not be binding whether Supplier contradicts nor rejects them.

3.3 If the order that has been accepted/ confirmed by the Supplier deviates from the Customer's order, this deviation is considered accepted if the Customer does not object to it within 3 days upon receipt, but no later than upon execution of the delivery.

3.4 Promises, assurances and guarantees made by the Supplier, or other agreements deviating from these GTC in connection with the conclusion of the contract, shall only become binding upon written confirmation by the Supplier.

4. Prices and terms of payment

4.1 All prices are based on the time of the conclusion of contract (date of the Supplier's written order confirmation or - in the absence thereof - the performance of the delivery). The prices agreed in the order acceptance/order confirmation or - in the absence thereof - the prices of the Supplier's price list having validity at the time of delivery shall apply unless otherwise stipulated.

4.2 The price includes the proper package entirely released by ARA Altstoff Recycling Austria AG under the licence number 1470. Not included in the price are means of transport and loading devices as well as customs and insurance. Deliveries and services not included in the price will be charged according to the actual expenditure in kind and time. If the order value is under € 100,00 surcharges for covering additional expenses shall be charged. Invoicing of small quantities shall be made by advance payment.

4.3 Unless otherwise provided upon concluding the legal transaction, all prices shall be quoted ex works or ex distributing warehouse specified in the Supplier's order acceptance/order confirmation. They shall not include VAT, freight, customs duties or import or export duties.

4.4 If a date of delivery or a period of delivery is agreed with binding force and due to various occurrences or if the agreed date of delivery or period of delivery is exceeded by more than two months and the Supplier is not responsible for the delay (in particular for the reasons stated in point 7.), the Supplier is allowed to request the price indicated in the price list at that time instead of the originally determined price.

4.5 Without prejudice to the terms in point 4.4, the Supplier shall be entitled to adjust the price to delivery (a) in the case of higher costs for materials and energy (b) in the event of a change in exchange rates, and additional costs resulting from incomplete loading, aggravating or obstructing transport and transport conditions; and (d) any change in the transport route due to circumstances for which the Supplier is not responsible and (e) in the event of a change in freight, taxes, customs duties and duties fees, as far as the Supplier has commissioned the dispatch (point 6.) itself.

4.6 The minimum purchase volume for custom-made profiles is specified in the Supplier's price list. In case of deviations from these minimum purchase volumes, an additional set-up cost surcharge shall be invoiced. For moulds, tools and equipment, payment of the agreed pro-rata costs shall be agreed upon placing the order. For the final payment of the costs for moulds, tools and equipment, point 4.7 shall apply.

4.7 The price is in general payable upon receipt of the invoice without deduction. Payment shall be due regardless of whether or not the Customer has had the opportunity to inspect the delivery or he asserts defects and damage to the delivery. If delivered in parts, the Supplier shall be entitled to create partial invoices. The Supplier has the right to demand payments in advance or to demand payment if there are doubts about the Customer's willingness to pay or his ability to pay.

4.8 Discounts shall be available to the Customer only if they have been explicitly agreed upon in writing. Discounts and other deductions on part invoices already paid shall lapse upon delay regarding further partial invoices or the total invoice.

4.9 Payments in full discharge of its liabilities shall be made in the accounts of the paying agency named in the invoice; payments to representatives or delivery agents do not free the Customer from the obligation to pay. The payment obligation shall be deemed as fulfilled as soon as the Supplier can dispose unrestrictedly of the bank credit note or discounts.

4.10 If there are numerous due claims, payments by the Customer will be credited to the oldest claim. In relation to the individual claim, firstly the costs associated with the enforcement of the claim shall be covered. Afterwards the interest and lastly the capital shall be amortized. Dedicated payment, which deviates from either one or both of the previous two sentences, shall be ineffective.

4.11 The Customer shall not be entitled without the explicit and written consent by the Supplier to cover the amount due by offsetting against other claims or to withhold the payment for whatever reason, especially with the argument, that damages or defects exist. The exclusion of set-of rights shall not apply in the event of the Supplier's insolvency or for counterclaims which have been determined by a court or which have been recognized by the Supplier.

4.12 In the event of late payment, default interest in the amount of 9.2 percentage points above the base rate shall be paid. In addition to the interest, the Supplier shall assert compensation for other damages and expenses resulting from the delay, in particular costs of appropriate extra-judicial and judicial debt collection or encashment measures, insofar as these are owed by the Customer and in a reasonable proportion to stand. In the event of late payment, the Supplier shall be entitled to contract termination in whole or in part in addition to default interest.

4.13 The Supplier shall be entitled to make due all claims from deliveries or other claims, if (a) the Customer repeatedly failed to comply the deadline for payment, (b) if the Customer shall exceed internally agreed credit lines and shall not return them despite a reminder, (c) if the Customer is in payment default, if he shall ask his creditors for a deferment of payment, if insolvency has occurred or its occurrence is imminent. In addition, in these cases the Supplier shall be entitled to inhibit future deliveries or demand delivery dependent on payment in advance.

4.14 Repair costs of the pressing tools, injecting moulds and other tools as well as damage caused by natural wear and tear of the existing tools and changes to the tools requested by the customer shall be borne by the customer.

4.15 Regarding pressing tools, injecting moulds and other tools and devices manufactured for the Customer, the Supplier shall bear the maintenance costs as long as the use of the above mentioned tools and devices is possible within the agreed scope of use.

4.16 In the event of default in payment the Customer shall be obliged to refund all costs for payment reminders and collection.

5. Delivery

5.1 The place of obligation is - unless otherwise explicitly agreed upon - the Supplier's plant or the delivery warehouse designated in the order acceptance/order confirmation by the Supplier. Delivery shall be deemed complete when the produced goods are

ready for dispatch at the storage site and the readiness for dispatch has been notified to the Customer. Shall another place of obligation be agreed upon, the provisions of Incoterms 2020 shall apply either according to their explicit reference in the order acceptance/order confirmation by the Supplier or mutatis mutandis.

- 5.2 If the customer is in default of acceptance (in particular due to non-acceptance after notification of readiness for dispatch), the Supplier shall be entitled either to insist on performance of the contract or to withdraw from the contract after setting a reasonable period of grace and to make use of the goods elsewhere. In the event of utilization, a contractual penalty of 20 % of the invoice amount, plus sales tax, shall be deemed agreed. In the event that the Supplier insists on fulfilment of the contract, the goods shall be stored for a period of 6 weeks at Customer's expense and risk either at the Supplier or at a third party, for which the Supplier shall charge a storage fee per started calendar day, which corresponds to that of a public warehouse. The Supplier shall be liable for the deterioration or loss of the goods only in case of intent or gross negligence. Supplier's rights according to §§ 373ff UGB shall remain unaffected.
- 5.3 The delivery dates specified by the Supplier are – unless otherwise explicitly stated at the conclusion of the legal transaction – not binding. Likewise, delivery dates are approximate. The term of delivery dates does not start before the date of the conclusion of the contract. It shall be extended by that period of time which is necessary thereafter until the clarification of technical and final information or the provision of official permits to be procured or restored by the Customer. The same applies if the Customer made the delivery dependent on the fulfilment of down payments or the securing of the payment. The decisive factor for the compliance of the delivery period shall be the display of the shipping convenience; if the Supplier has taken over the shipment, the transfer to the first carrier shall be decisive.
- 5.4 Ongoing delivery deadlines according to point 5.3 shall be interrupted by the circumstances listed below and shall only continue after the block of supply is removed: violation of the Customer's duty to cooperate or other breaches of contract by the Customer or another legal transaction, suspension, interruption or Subcontractor's delay in delivering to the Supplier, technical defects in production and transport facilities and all cases of force majeure. In addition to this interruption period, a reasonable start-up time for the commencement or continuation of the delivery shall also be added. In the same way, the periods of interruption and restart of delivery shall as well change the contractual delivery schedules.
- 5.5 If one of the named reasons for interruption provided in point 5.4 lasts more than 3 months, both the Supplier and the Customer shall be entitled to terminate the contract by unilateral written declaration. The Customer shall lose this right: (a) if the Customer is responsible for the interruption or (b) if the Supplier has notified the Customer of the removal of the obstacle and has announced the delivery within a reasonable period of time.
- 5.6 The Supplier shall be entitled, unless otherwise explicitly agreed upon, to make partial deliveries. The Supplier shall be entitled to deliver before the agreed time. The withdrawal from the contract or any other termination of the contract, for whatever reason, shall not affect the contract for the partial deliveries which have already been executed; unless the reason for the withdrawal or the termination of the contract also related to already performed partial deliveries.
- 5.7 The risk of accidental loss and accidental damage shall pass to Customer upon notification of readiness for shipment or in accordance with the applicable clause of Incoterms 2020. If there is a reason for interruption in accordance with point 5.4 and if the Customer has already been notified of readiness for shipment, the risk shall pass to the Customer upon notification of readiness for shipment regardless of the fact that shipment has been agreed.

5.8 The Supplier shall be in default if the delivered goods cannot be delivered at the agreed time or within the agreed deadline, if the delivery date and delivery time have been explicitly agreed upon. If only an approximate date or an approximate period is agreed or if they are deemed to have been agreed, then the Supplier is in default only if the delivery is not made within further 6 weeks after non-binding date or period.

5.9 If the Supplier is in default, the Customer shall be entitled to terminate the contract after granting a reasonable grace period of at least 14 days, unless events of force majeure or other impediments to delivery pursuant to clause 7.1 exist. This period shall not commence until receipt of the Customer's written declaration that he will withdraw from the contract after expiry of the period of grace set by him in his letter, if by that time the delivery was not performed. If the Supplier is to blame for the delay, the Customer shall be entitled to claim for damage compensation under the conditions of point 9.

5.10 The Customer shall be obliged to accept the delivery at the place of performance and, if applicable, in accordance with the clause of Incoterms 2020 agreed in the contract. The assertion of claims for a delivery contrary to the contract or the fact that the Customer was unable to verify the delivery, shall not entitle him to refuse or postpone the acceptance.

5.11 The Customer shall be obliged to inspect the delivery upon acceptance. The Customer loses the right to invoke a lack of conformity of the delivery if he refrains from this immediate examination or if he fails to recognize a lack of conformity within 14 days after accepting the delivery, with precise indication of the lack of conformity in written form.

5.12 The use of subcontractors shall be permitted.

6. Shipment

6.1 Even if the Supplier contractually accepts the shipment, the place of performance remains the works of the Supplier or the delivery warehouse designated by the Supplier in the order acceptance/order confirmation.

6.2 In the case of dispatch by the Supplier, the Customer shall bear the shipping costs (including the incidental costs caused by the shipment) and the packaging costs.

6.3 The possible and permitted access of lorries shall be provided for the delivery. The discharge of the delivery shall be based on the cost and risk of the Customer.

6.4 For downtimes and delivery services exceeding half an hour per vehicle unit, the Supplier shall be reimbursed for his costs.

6.5 It is not possible for the Supplier to take back packaging material that is released by ARA Altstoff Recycling Austria AG under the licence number 1470. The Customer shall arrange for the professional and environmentally sound disposal of packaging. If the delivery is made on "Euro pallets", the Supplier grants a return of the "Euro pallets" within 5 months, provided that they are in perfect condition. If the "Euro pallets" are not returned within this period, the Customer will be charged for the "Euro pallets".

6.6 The return of the delivered Goods requires the prior written agreement between the parties; in any case, the return shall be at the Customer's charge. The return shipment shall be made in a suitable manner in order to protect material surface and structure from damages.

6.7 The Supplier shall not be obliged to take out transport insurance. If such is demanded by the Customer in advance in writing or voluntarily concluded by the Supplier, the Customer shall bear the resulting costs.

7. Force majeure and other delivery problems

Events of force majeure, such as war, strikes or delays in delivery or restrictions in the supply due to an epidemic or pandemic e.g. COVID-19, shall entitle the Supplier to extend the delivery for the duration of the hindrance plus an appropriate start-up period; or to withdraw from the contract in whole or in part with regard to the part not yet fulfilled. Force majeure shall be deemed to include strikes, lock-outs and other circumstances which make delivery significantly more

difficult or impossible for the Supplier, irrespective of whether they occur at the Supplier's, the manufacturer's or a sub-supplier's premises; in such cases, the Supplier shall not be liable for any consequences of delay

8. Conformity of goods

8.1 The Supplier warrants that the delivery complies with the quality specified in the order acceptance/order confirmation. If no determination is made in the order acceptance/order confirmation or a delivery is made in the absence thereof, the Supplier warrants that the goods have a quality or performance that is customary for goods of the same type and which can be reasonably expected by the Customer. Descriptions of goods in advertising or other public statements addressed to an indefinite group of people do not constitute a description of the quality of the delivered goods. If the Customer received a sample, the goods are deemed according to the agreement if they match the samples. The Supplier has the right to excess or short delivery by up to 20%. Other deviations with regard to dimensions, weight, quality and colour are permissible within the scope of what has been agreed, or in compliance with existing standards. The same shall apply to the usual tolerances in the determination of quantities according to mathematical principles.

8.2 The Supplier reserves the right to technically change the delivery program even after the contract has been concluded in order to further develop technology.

8.3 In the event of custom-designed production or other plastic goods, samples shall be made available to the Customer before the start of mass production. As confirmation of the samples, the Customer shall provide to the Supplier a written approval on a label attached to the confirmed sample (or by any other suitable method), which shall serve as a reference for future deliveries. In the absence of a proper reply within 3 weeks from dispatch of the samples, it shall be assumed that a confirmation of the samples has been made and the Supplier may start mass production. In the case of custom-designed production, the Supplier is obliged to carry out the delivery in accordance with the confirmed sample and the accuracy of the sample dimensions is guaranteed to the extent technically possible for the type of materials used and the type of work piece involved as well as for the quality-related features laid down in the tolerances.

8.4 The determination of the conformity of the contract shall depend on the date of notification of readiness for dispatch or - on dispatch - on the time of handover to the first carrier; this also shall apply, if the shipment is made by Supplier. If the Customer claims a lack of conformity, then it is at him to prove that the goods were in breach of contract at that time. The risk management regulations under Incoterms 2020 remain unaffected if the place of performance is determined by the reference to Incoterms.

8.5 If the lack of conformity of the goods has been proved, the Supplier shall be entitled to remedy the lack of conformity within a reasonable period of time by replacement (compensation delivery) or by removing the defect in the delivery. If the improvement or replacement is impossible or associated with a disproportionate effort for the Supplier, the Customer can only demand the termination of the agreement. A claim for price reductions shall be excluded. The Supplier shall be entitled to several attempts at improvement.

8.6 If the Supplier had caused the lack of conformity, the Customer shall only claim damages by means of improvement or replacement. If such an improvement or replacement is impossible or incurs a disproportionately high expenditure on the Supplier, the Customer shall only claim money damages if the Supplier is liable for malice aforethought or gross negligence. A replacement of the consequential damage is only permitted under this restriction.

- 8.7 The claim for remedying the lack of conformity and for damages shall expire (a) in the event of improper or late notification of lack of conformity (point 5.11) or (b) with the processing of the delivery, without the Supplier having the opportunity for a proper examination of the defect or (c) at the expiration of 6 months after the date of the discovery of the damage and the injuring party, unless, the claim for remedying the lack of conformity has been asserted in court.
- 8.8 If products are manufactured according to the Customer's instructions, the Supplier shall only warrant the manufacture in accordance with the given instructions. A warranty regarding the actual usability shall be excluded. The Supplier shall not be obliged to review the instruction. The Supplier shall only be liable for the duty to provide a warning if he knew the unsuitability of the instruction.
- 8.9 The fact of lack of conformity of partial deliveries shall not entitle the Customer to refuse the delivery of unaffected or future partial deliveries or deliveries under other contracts.
- 8.10 Guarantee statements of the producer justify claims only against the producer himself, even if they are transferred by the Supplier. Such warranty shall not constitute a Supplier's warranty nor does it constitute a warranty or guarantee in addition to, or superseding the warranty of the Supplier.
- 8.11 For moulds, jigs, gauges and other production utilities provided by the Customer, the Supplier shall not assume any warranty beyond that of technically careful use. The Supplier shall not be liable for the choice of materials or for the shapes of the workpiece in accordance with the material unless the Customer has provided all relevant information that suite the requirements of the workpiece. The Supplier shall only warrant the suitability of the delivery items for use with regard to the technically correct processing of the material.
- 8.12 The customer warrants the required suitability and usability of the tools of all kinds provided by him.
- 9. Liability and damages**
- 9.1 The Supplier shall be in breach of the contract or obligation under the law to pay damages only if the Supplier is liable of intention or gross negligence. The proof of this lies with the Customer. This does not apply to liability for defective products, which is mandatory under the law, provided that a person is injured, killed or injured in their health.
- 9.2 Liability for material damage resulting from a product defect (in the meaning of liability for defective products, which is not negotiable by law and irrespective of fault), and also for all companies involved in the manufacture, import and distribution, shall be excluded, if the damage has occurred in the distribution chain.
- 9.3 Claims for recourse by the Customer or subsequent Customers who have made compensation due to product liability shall hereby be excluded by contract, unless the person entitled to recourse proves that the defect was caused by the Supplier and at least by gross negligence. The Customer agrees to transfer this disclaimer of liability to its customers.
- 9.4 The contract concluded between the parties shall not contain any protection obligations in favour of third parties. This shall also apply, if it can be foreseen, that a third party is the recipient of the delivery or that third parties come into touch with the product.
- 9.5 All claims for damages, including claims for consequential damages, shall be limited - as far as permitted by law - to those damage which the Supplier foresaw or could have foreseen as a possible consequence, but at the most with the simple delivery value.
- 9.6 Claims for compensation of loss of profit as well as claims for compensation for the costs of business interruption, return actions, loss of production or indirect damages due to the delivery of goods in breach to the contract shall be excluded.
- 9.7 The Supplier shall not assume any liability for documents, samples or certificates provided by the Customer. The supplier shall not assume any liability for documents, samples or certificates provided by the Customer. If the rights of third parties are affected by the documents, samples or certificates provided by the Customer, and claims are made as a result, the Supplier shall not be obliged to verify the legitimacy of these claims. In this case, the Supplier is entitled to stop the production of the goods and to claim compensation for the costs incurred, under exclusion of any claims for damages. The Customer shall be fully liable to the Supplier for any direct or indirect damage incurred as a result of the infringement or assertion of property rights. Furthermore, the Supplier shall be entitled to claim an appropriate advance payment for possible costs for any trial.
- 9.8 Unauthorized reworking and improper treatment or handling of defective parts shall result in the loss of any right to claim for compensation due to defects.
- 9.9 In the case that the Customer can claim insurance payments for damages caused by the Supplier through a damage insurance policy concluded by the Customer or in his favour, the Customer undertakes to claim this insurance payment. The Supplier's liability shall therefore be limited to the disbenefits occurred to the Customer arising from the claim he had made.
- 10. Retention of title**
- 10.1 All deliveries shall remain the property of the Supplier until fully paid. In addition, the Supplier reserves the ownership of its deliveries upon payment of all claims arising from the business relationship (even if these specific deliveries have been paid); the Supplier's claims shall also include ancillary claims such as interest, costs and reimbursement of expenses. If the receivables from the delivery are placed in a current invoice, the retained property shall secure the highest balance outstanding in each case.
- 10.2 The Supplier's reserved property right shall also cover newly manufactured products in the event of processing, combining or mixing with other products and with regard to offers including all associated enclosures and samples insofar as these do not correspond to the inquiry. In this case, the processing, combining or mixing of the reserved property shall be carried out free of charge exclusively for the Supplier. However, should the retention of title cease to exist due to any circumstances, the Supplier and the Customer shall agree that the ownership of the deliveries with the processing, combining or mixing is transferred to the Supplier, who shall accept the transfer. The Customer shall remain unpaid custodian in this case. When processing with objects that are owned by a third party, the Supplier acquires co-ownership of the new items. The extent of this co-ownership results from the ratio of the invoice value of the products delivered by the Supplier to the invoice value of the remaining products.
- 10.3 If the products subject to retention of title (if applicable after their processing, combining or mixing) are resold by the Customer, his purchase price claim shall replace the reserved property. This claim from the resale shall be assigned to the Supplier at the time of its creation. He acquires ownership of the funds received by the Customer in the form of an ownership constitute. The fact of this assignment shall be noted by the Customer in his books and on the outgoing invoices as well as by the recipient of the Goods. The Supplier has the right to obtain knowledge of the fulfilment of this obligation by viewing the Customer accounts and the open list of items.
- 10.4 In the event that offers subject to retention of title do not result in an acceptance of the order, the Supplier shall reserve the right to reclaim the offer together with all associated enclosures and samples. If this right of reclaim is not exercised within 3 months from the date of the offer, the holder of the offer that is subject to retention shall destroy it together with all enclosures and samples.
- 10.5 The Customer shall adequately insure the products subject to retention of title against fire, theft and damage by third parties. The Customer shall assign the Supplier his claim from the insurance contract and inform the insurer of it.
- 10.6 The creation of contractual security interests in the reserved products shall be prohibited to the Customer. If the Goods subject to retention of title are seized by enforcement actions, the Customer shall inform the executing agency of the foreign ownership and shall inform the Supplier within 24 hours at the latest. If the bankruptcy proceedings are opened against the assets of the Customer, the bankrupt estate shall be prohibited to sell the reserved products at the time the bankruptcy is opened. The Customer shall immediately notify the Supplier of the opening of insolvency proceedings against its assets. The Customer shall immediately notify the Supplier of the opening of insolvency proceedings against its assets. Until full payment of all Supplier's claims, the service/purchase object may not be pledged, transferred by way of security or otherwise encumbered with third-party rights. In the event of levy or any other claim, the Customer shall be obliged to point out the Supplier's right of ownership and to notify the supplier without delay. This is without prejudice to the possibility that the Supplier shall be entitled to withdraw from the contract in whole or in part if bankruptcy proceedings are instituted against the Customer's assets or if the application for bankruptcy has been denied because of the lack of finances to cover costs.
- 10.7 If the Customer defaults on the payment of the price or balance secured by the reservation of title, the Supplier shall be entitled at any time to take possession of the reserved products, even if the contract has not yet been dissolved (right of return).
- 10.8 If the reserved property or the advance assignment of the resale proceeds according to the property law of the place where the delivery is located is not effective, but this right permits similar forms of protection, this form of security is deemed to have been agreed. If the Customer has to take appropriate action or has to make a declaration to the effectiveness of this security, he shall be obliged to do so without any request from the Supplier.
- 10.9 The supplier shall be entitled to assert its reservation of title and to recover the reserved goods, including the right to enter the Customer's premises to do so, as long as it is reasonable for the Customer and after giving appropriate advance notice.
- 10.10 The Customer shall be obliged to pay the extrajudicial costs necessarily incurred by the applicant in taking the appropriate legal action.
- 10.11 The return of the goods or exercise of reservation of title will entail withdrawal from the contract only when this is explicitly declared by the Supplier.
- 10.12 The Supplier may realize recovered goods that are subject to retention of title freely in the most favourable manner.
- 10.13 Moulding tools, extrusion tools, other tools and devices manufactured for the Customer shall always remain the property of the Supplier, even if the production costs are invoiced separately. The Supplier reserves the right to use moulding tools, extrusion tools, other tools and devices manufactured for the Customer for its own use after the expiry of 2 years from the Customer's last order. The invoiced production costs for the tools represent only a share of the higher total production costs. In case of cancellation of the order, the delivery of the moulding, extrusion and other tools is excluded (see point 4.15).
- 11. Jurisdiction and applicable law**
- 11.1 All disputes and conflicts arising out of or in connection with a legal transaction on which the GTC are based, including a dispute over its occurrence or its validity, shall be exclusively subject to the jurisdiction of the objectively competent district court at the Supplier's registered office. Irrespective of this, however, the Supplier is also entitled at its own discretion, to sue the Customer before the competent court having jurisdiction over his domicile or principal place.
- 11.2 The contract concluded on the basis of this GTC is subject to material Austrian property law. The

application of the UN Sales Convention shall be excluded.

12. Confidentiality

- 12.1 The parties undertake to treat as business secrets any undisclosed commercial and technical details disclosed to them by the business relationship.
- 12.2 The Customer shall treat the contract confidentially and might point it in commercial materials on business connections out only after the written consent given by the Supplier.
- 12.3 Intellectual property and all other rights in works or other results created by the Supplier, its employees and / or third parties, know-how in projects and documents, such programs, concepts, analyses, plans, reviews, offers, service descriptions, cost estimates, calculations, data carriers, documentation, etc. (collectively also referred to as results) shall exclusively remain with the Supplier. The Customer shall have no rights to the results due to his / her participation. The results can be reclaimed by the Supplier at any time. Upon non-conclusion of the business, all results shall be returned immediately without request.
- 12.4 Drawings, samples as well as all other documents which are handed over to the Supplier by the Customer for the execution of the work shall be protected by the Supplier to the best of its ability against knowledge by third parties, without, however, the Supplier assuming any warranty for himself or for his sub-suppliers.

13. Various

- 13.1 In the case that individual provisions of the General Terms and Conditions are ineffective or unlawful, the remaining provisions shall remain effective.
- 13.2 The Customer shall refrain from contesting the contract as well as the GTC underlying this contract due to error.
- 13.3 The assignment of claims of the Customer requires the explicit and written consent by the Supplier in order to be effective. However, the Supplier shall be entitled to assign its claims to third parties for financing purposes.
- 13.4 Insofar as a contract concluded based on these GTC, or if the GTC foresees written notifications to the respective other party, these shall be deemed to be legally binding, if they have been made to the respectively last-mentioned address.
- 13.5 Any acts or omissions of the manufacturer, the subcontractor or the carrier shall not be attributable to the Supplier with regard to the fulfillment of its contractual obligations.
- 13.6 The Supplier shall be entitled, at any time, to suspend or inhibit the fulfillment of its own obligations if the Customer fails to perform a substantial part of its obligation after conclusion of a contract (a) due to a serious lack of its ability to perform the contract or due to a serious lack of creditworthiness; or (b) because of its conduct in preparing for performance or performance of the contract or any previous contract. Named condition is fulfilled in any case if the Customer shall be in default of payment.
- 13.7 The Customer gives his consent that the Customer's personal data are automatically stored and processed in fulfillment of the contract by the Supplier.
- 13.8 The Customer declares his express consent that his data may be transmitted to the state-preferred creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV) exclusively for the purpose of creditor protection.
- 13.9 Written notices to the Customer shall be deemed duly delivered if they have been sent to the last known address.

14. Data protection

- 14.1 The Customer gives its express consent that their personal data may be computer-based determined, stored, processed and transmitted to third parties involved in the processing of the order by the Supplier.
- 14.2 The Supplier shall not be obliged to check the permissibility of data processing commissioned by the Customer in accordance with data protection regulations. The Customer shall ensure that the transfer of data to the Supplier as well as the processing of such data by the Supplier is permissible.
- 14.3 The Supplier shall take all reasonable measures to protect the Customer's data stored against unauthorized access by third parties. Should third parties nevertheless succeed in gaining access to this data in an unlawful manner, however, the Supplier shall not be responsible.