

Terms and conditions of sales and delivery der POLYMERWERKSTATT GmbH with headquarters in 3500 Krems an der Donau, Österreich

I. General provisions

- a. These general terms and conditions of sale and delivery shall apply to all sales contracts between POLYMERWERKSTATT GmbH ("PW") and their customers ("Buyers").
- b. Orders shall be considered binding with regard to their type and scope of delivery only after the issuance of an order confirmation by PW. Amendments and supplements to the order must be made in writing.
- c. In the case that an ongoing business relationship is established, these conditions shall also apply to subsequent transactions and must not be expressly referred at the time of these transactions provided that they were agreed upon by both parties the context of a previous order. Any provisions to the contrary must be agreed upon explicitly by both contractual partners before they are permitted to supersede the provisions of these general terms and conditions of sale and delivery, regardless of whether they originate from the side of the Buyer or from the side of PW. In the case that individual provisions become legally invalid, the validity of the remaining provisions shall remain unaffected.
- d. PW is obligated to observe the buyer's conditions of purchase only where it has explicitly agreed to recognise them.

II. Prices

- a. Insofar as nothing to the contrary has been agreed, prices valid at the time of delivery shall apply ex works, inclusive of packaging and exclusive of statutory value added tax or sales tax.
- b. In the case that PW increases its prices between the date of conclusion of the contract and the date of delivery, the Buyer is entitled, within seven days of notification of the price increase, to withdraw from its contractual obligations with regard to all goods not yet delivered.

III. Obligation to deliver goods and to take delivery

- a. The period of delivery shall begin with the receipt of all documentation required for execution of the order and with the sending of the order confirmation by PW. Insofar as PW's responsibility for shipping the goods has been agreed, periods of delivery are quoted in reference to the day on which the goods are handed over to the carrier.
- b. PW's obligation to supply goods is subject to the timely receipt by PW of materials required to fulfil its obligations. In the case that a delay in delivery occurs, the Buyer is obliged to allow an appropriate period of grace lasting a minimum of 3 weeks. Should PW fail to comply with the grace period, the Buyer shall be entitled - under the exclusion of further claims and insofar as they indicated their intention to reject the delivery when the period of grace was set - to withdraw from the contract.
- c. Appropriate partial deliveries and deviations from the order quantity in the amount of +/- 10% are permissible.
- d. Events of force majeure affecting PW or its sub-suppliers shall result in a corresponding extension of the period of delivery. The same shall apply for interventions by public authorities, issues related to the supply of energy or raw materials, strikes, lockouts and other obstacles to delivery for which PW may not be held responsible. PW shall notify the Buyer without delay in the event of such events occurring and is obligated to minimise the adverse effects of these events on the Buyer. Should the effects of force majeure events last for 6 weeks or more, PW is entitled to withdraw fully or partially from contracts.

IV. Transfer of risk, packaging and shipping

- a. Including in the case of carriage-paid delivery, risk is transferred to the Buyer at the point in time at which goods leave the site.
- b. In the case of shipping delays that are attributable to the Buyer, risk is transferred upon notification of readiness for shipment.
- c. Insofar as nothing to the contrary is agreed, PW shall make decisions regarding packaging and mode of shipment according to their best judgement. Upon written request by the Buyer, the goods can, at the Buyer's expense, be insured against breakage, transport and fire risk.

V. Provision of materials

- a. If the Buyer has agreed to provide materials, they are to be supplied at his expense and risk and with an appropriate surplus quantity - minimum 5% - in a timely manner and in accordance with agreed specifications.
- b. A failure on the part of the Buyer to fulfil these obligations shall result in a corresponding extension of the period of delivery. Except for in the case of force majeure events, the Buyer shall bear additional costs for any resulting interruptions to production.

VI. Retention of title

- a. Goods are delivered under retention of title, including extended retention of title. Goods sold ("goods under retention of title") shall remain the property of PW until such a time as all present and future receivables arising from the ongoing business relationship between PW and the Buyer have been paid in full, including subsidiary claims and claims for damages.
- b. The goods under retention of title may neither be pledged to a third party nor assigned as collateral until receivables have been paid in full. The Buyer is obligated to inform PW immediately in writing of the occurrence and extent of any third-party access to goods under retention of title.

VII. Liability for defects/product liability

- a. The samples and technical information provided by PW are intended merely to provide a general description of the goods and should in no way be deemed to function as a guarantee of quality. The Buyer shall bear sole responsibility for the functionality of the goods.
- b. The Buyer is to examine the goods immediately after delivery as part of an incoming goods inspection and is to notify PW - in writing and within a week from the date of delivery - of any material defects, incorrect deliveries or deviations in quantity.
- c. Notification of latent defects shall be made immediately in writing upon ascertainment of a defect and at latest within six months from the date of delivery.
- d. In the event that a notification of defects is justified, PW shall be obligated, at its own discretion, either to rectify the defects or to provide a replacement delivery free of charge. Should PW fail to comply with these obligations within an appropriate period of time, the Buyer shall be entitled to demand a reduction in purchase price or to declare its withdrawal from the contract. The possibility of further claims shall hereby be excluded. Defective goods that have been replaced are to be returned to PW upon their request and at their expense.
- e. Improper handling or rectification work undertaken by the Buyer at their own initiative shall result in the loss of all claims for defects.

VIII. Conditions of payment

- a. All payments shall be made in the agreed currency and exclusively to PW.
- b. Insofar as nothing to the contrary has been agreed, the purchase price for goods and other services is to be paid within 30 days of the invoice date and is due net (without deductions). Cash discounts may not be granted unless all invoices due on an earlier date have been paid.
- c. In the event of delayed payment, interest for late payment in the amount of 9.2% above the currently effective base rate of the European Central Bank will be charged without prior issuance of a reminder. In the case that reasonable doubts arise regarding the Buyer's ability to pay, all outstanding payments to PW will become due immediately. Additionally, PW is entitled, after an appropriate period of grace has elapsed, to withdraw from the contract or to demand compensation on grounds of non-fulfilment.

IX. Industrial property rights

- a. The Buyer shall be liable to PW for ensuring that goods and services ordered do not violate the property rights of third parties. The Buyer shall indemnify PW against any related claims and shall be liable for any losses incurred.
- b. Design specifications, models etc. that are the work of PW remain its property and may only be used or distributed with its approval. Where, through a fault of the Buyer, a delivery contract does not come to fruition, PW shall have the right to claim reasonable compensation for work rendered up to that point.

X. Place of performance and court of jurisdiction

- a. The place of performance is 3500 Krems an der Donau.
- b. The court of jurisdiction is Krems an der Donau.
- c. These terms shall be governed by Austrian law to the exclusion of the UN convention on contracts for the international sale of goods.