

Standard Purchasing Terms of imagotag GmbH (2014 version)

1. General provisions / Conclusion of contract

The following Standard Purchasing Terms (the “Terms”) shall apply to our purchase orders. Any business conditions and/or conditions of sale set forth by our suppliers (hereinafter “Supplier(s)”), however deviating from our Terms are not applicable and will not be accepted.

The Supplier shall be deemed to have recognized these Terms by carrying out the purchase order, whereby any standard terms of sale and supply contained in the Supplier's offer or order acknowledgement shall be invalidated in any case in respect of the subject purchase order, regardless of whether we have contradicted these terms.

Therefore, we shall be bound by Supplier's terms of sale and supply only if and insofar as we have expressly accepted these terms in writing, which acceptance shall be limited to the respective transaction in question.

2. Purchase Order / Acknowledgement / Price

All purchase orders, acknowledgements of order and call-offs must be issued in writing. The same applies to any changes or supplements relating to the above. Any deviating conditions in the acknowledgement of order are not valid unless confirmed by us expressly and in writing.

If we do not receive the acknowledgement of order within a reasonable time, we shall not be bound by a purchase order.

All purchase orders must be acknowledged by the Supplier without delay. If the Supplier commences the supply (performance of work) visibly within two weeks from the date of the purchase order, such purchase order shall be deemed to have been accepted unconditionally without acknowledgement.

The prices stated in the purchase order are absolute, fixed prices. We shall not be caused to bear any costs resulting from quotations and sending of specimens. Any price changes, for whatever reason, and prices other than those contained in the purchase order or which cannot be quoted until later need to be accepted by us in writing. Except where the purchase order is based on a written agreement, the agreed prices are to be understood to cover delivery free destination - and if of relevance in individual cases - inclusive of packing.

All drawings and drafts, models, specimens, manufacturing instructions, etc. which were sent to the Supplier for the purpose of submitting a quotation or carrying out an order, shall remain our property and must not be used elsewhere, or copied or made accessible to third parties.

3. Delivery deadlines and dates / transfer of risks

The agreed delivery deadlines and dates shall be binding. Deadlines shall begin to run at the

date of receipt of the Purchase Order. Any delays must be advised immediately, stating the reasons for the delay. In the case of supplies, the date of our receipt of the goods shall be decisive for fulfilment of the delivery, and in the case of services, the day of the completion of work. In the event of a delay, the Supplier shall indemnify and hold us harmless from any damage whatsoever.

We shall be entitled to decline acceptance of any goods delivered before the delivery date indicated in the purchase order and to return, or to store externally, any goods delivered prematurely, at the Supplier's cost and risk.

Unless otherwise agreed, supplies shall be inclusive of freight and packing. At all events, the transport risk is to be borne by the Supplier, which implies that this risk shall not pass to us before proper take-over of the goods at their destination.

The acknowledgement of receipt shall be considered as mere recognition of the incoming of the goods but not as proper fulfillment.

4. Dispatch / Force Majeure

All shipments must be accompanied by packing slips and a shipping note, containing our purchase order data such as the Supplier number, item number and designation of the item. Partial supplies shall be designated as such and the remainder which is to be delivered at a later date shall be indicated.

The cost of the transport insurance shall be assumed by us only if this is expressly agreed in writing. All cross-border shipments must be provided with at least two invoices as customs papers and with certificates of origin, which are to accompany the freight documents. Any shipment which is barred from take-over because the above-mentioned shipment, customs clearance and/or documentation requirements have not been complied with shall be stored at the Supplier's cost and risk until the transaction is enabled flawlessly by making the required papers available in an appropriate manner. Any and all risks, damage and cost resulting from such non-compliance with the customs clearance and documentation requirements shall be borne by the Supplier, and the date of payment of invoices shall be delayed accordingly until these requirements are complied with and/or the missing papers/documentation are available.

If, in the event of Force Majeure, of strikes or lock-outs, we are unable to fulfill or are seriously hampered in fulfilling our obligations, we shall be entitled to partial or complete cancellation of the contract or to request that it be carried out at a later date, without facing any claims against us on the part of the Supplier. If, in these cases, the execution of the order cannot be reasonably expected under the circumstances, the Supplier may also terminate the contract.

5. Warranty, product liability

The Supplier will be informed of any deficiencies of goods immediately and in writing, as soon as these deficiencies have been ascertained in the ordinary course of business.

Supplier waives notice of defects according to Article 377 of the Austrian Commercial Code

(UGB). The Supplier shall in particular waive plea of a claim of a notice of defect having been issued too late. Notices of hidden defects may be issued for up to three years following take-over/acceptance.

Confirmation of receipt shall not be deemed recognition of the goods being free from deficiencies. If random checks reveal deficiencies, we shall be entitled to warranty and indemnification claims for the entire supply. We shall in each case be entitled to choose between removal of defects and new manufacture (replacement service). If repair work is requested, such repair shall be deemed to have failed upon the first unsuccessful rework.

Irrespective of the above, the Austrian legal provisions concerning warranty in all remaining aspects. Without prejudice to our other rights, we shall be entitled to repair deficiencies at the Supplier's risk and cost after notifying the Supplier to this effect, if repair cannot be postponed in urgent cases.

The Supplier shall be obliged to indemnify us and/or our customers if we sustain a damage caused by deficient supplies or services. Suppliers who are not merely intermediaries shall have to answer for deficiencies in their supplies and services also if not at fault. Suppliers shall be liable without limitation for the procurement of supplies / services and the sourced supplies and services required for these.

It shall be incumbent on the Supplier to indemnify us and keep us harmless regarding any indemnification or product liability claims brought against us in connection with the goods.

6. Payment Terms

Invoices shall be sent us by post, separately from the shipment, indicating the purchase order data. The period allowed for payment shall begin to run on the day of receipt of the invoice, but not before acceptance of services or receipt of supplies.

Payment shall be effected either as agreed or within a fortnight after delivery / acceptance of the overall services at 3 (three) per cent discount or net within 30 (thirty) days. The Supplier shall not be entitled to assign any of its claims or have them collected by a third party without our prior written consent, however, such consent shall not be unreasonably withheld.

7. Confidentiality

The contracting partners undertake to treat any undisclosed commercial and technical data which become known to them by way of the business relationship as business secrets. Supplier shall have the right to refer to the business relationship with us for promotional purposes only after having obtained our written consent. Any manufacturing expedients for whose production we have paid or manufacturing expedients provided by us (drawings, models, specimens, templates, dies, etc.) must not be used for supplies and services to third parties or for the Supplier's own purposes.

8. Intellectual property rights and liability

The Supplier shall be liable for claims exerted on account of any property rights and pending property rights being infringed by the use of its supplies and services under the contract.

Supplier shall indemnify us and our customers from any such claims. We undertake to inform the Supplier immediately of any infringement risks and alleged infringements of which we become aware and to provide the Supplier with an opportunity to counter the relevant claims conjointly.

9. Insolvency / illiquidity

In the event of the Supplier discontinuing payment or of insolvency proceedings being opened against its assets or composition proceedings being instigated in court or out of court, we shall be entitled to terminate the contract in respect of the as yet unfulfilled part.

10. Other terms or conditions

Should any clause in the present Terms or any other agreements concluded be or become ineffective, this will not affect the validity of the remaining provisions or the validity of the contract based on them. The contracting partners undertake to replace any ineffective contractual clause by a valid clause that corresponds to the spirit and intention of the original stipulation as closely as possible.

These Standard Purchasing Terms shall be supplemented by the relevant Austrian legal provisions and shall be governed exclusively by the laws of the Republic of Austria. The application of the uniform laws on the purchase and sale of goods under the Hague Convention shall be excluded.

The place of performance for the supplies and services shall be the place of destination. The legal venue shall be our registered seat. At our option, we may also bring an action against the Supplier at the latter's seat.