

The following conditions of purchase apply to any order even in the event that the supplier does not make any reference to the former in his confirmation of the order or makes reference to his own terms of delivery and sale.

## 1 Acceptance of order

The acceptance of the order by the supplier must be confirmed within a period of eight days at the latest calculated as from the day the order was placed by means of the form enclosed in one copy. Any deviations from this order must be expressly stressed and require written approval from us. In the event that no confirmation respectively statement is issued within a period of eight days, the order will be considered accepted in its entirety. Any orders made orally, by telephone or telegraph, will not be valid unless expressly confirmed in writing.

## 2 Prices

The order prices are fixed prices. These are to be understood free at our factory in Lenzing including packaging (Incoterms 2010). In the event that the prices are stipulated in a foreign currency and a revaluation of more than 3 % vis-à-vis the Euro takes place with respect to the currency agreed after placing the order, then we shall be entitled either to cancel the order or to make a respective price reduction in compliance with this value.

## 3 Delivery time

Any subsequent modifications of prices and quantities will only be recognized if confirmed by us separately and in writing!

The orders placed by us, provided certain times for delivery were agreed, are to be seen as business transactions based on fixed terms of business in terms of commercial law.

The delivery times agreed are to be considered binding and must be observed. Deliveries at an earlier date will only be permissible if mutually agreed. Partial deliveries are inadmissible unless these were expressly agreed. In the event of delays in delivery we reserve the right - without prejudice to the rights to which we are entitled to by law - to annul the business agreement even without granting a period of grace. In any case, as soon as the supplier realizes that he will be unable to supply a delivery on time, or can only supply part of the delivery on time, he must indicate this immediately giving the reasons and the probable length of the delay.

The supplier hereby agrees to fully indemnify us and protect us from all legal claims which might arise in the event of possible damages resulting from a delay in delivery.

## 4 Forwarding instructions

Rail deliveries directly to Lenzing Upper Austria (OÖ), Industriegleis - Postal deliveries to 4860 Lenzing Upper Austria (OÖ)

The supplier will be liable for any consequences of any incorrect customs declarations and any failure to comply with tariff regulations. We shall in principle accept no deliveries involving cash on delivery, cash advances etc..

We expressly reserve the right to issue special forwarding instructions.

Any costs arising from a failure to comply with these instructions will be borne by the supplier.

- **Foreign Consignments:** These are to be sent free directly to the station in Lenzing Upper Austria (OÖ). Additional costs which result in the process of an indirect sending from collective consignment proceedings such as reloading, waybill clearance and house inspection fees will be borne by the supplier. The consignment note should bear the mention "customs clearance will be performed at Lenzing by the customs office in Wels in the framework of house inspection proceedings". A copy of the commercial invoice should be enclosed with each consignment. Merchandise from NON-EU countries has to be accompanied with all valid movement certificates required for Austrian customs purposes.
- **Giving notice:** At the time of dispatch, the supplier must immediately send off dispatch notes in duplicate - separately from the delivery. These must include the following: the order number, the departmental designation, the amount respectively the piece number and the weight as well as the dimensions and the exact designation of the subject matters (drawing and standard numbers). Packing notes are to be enclosed with the consignments themselves with precise details of the content.

## 5 Packaging

This will not be paid separately by us. In the event that packaging is to be returned, this is to be agreed separately.

- **Acceptance of deliveries:** The merchandise will be accepted and inspected in terms of quantity, quality, condition and compliance with dimensions at our company. Final acceptance of the merchandise will be decisive even if receipt of the merchandise has been confirmed at an earlier date or the invoice has already been paid. Our main warehouse will accept merchandise at the following times:  
Monday - Friday 6.00 - 13.30

## 6 Warranty

The supplier gives full warranty that the material is in a perfect condition as well as being of perfect construction and design. In case of a defective delivery or performance, even if such defect is immaterial or remediable, we reserve the right to demand a free of charge replacement, rescission, free of charge removal of the defect or a reasonable price reduction. In derogation of section 933 of the Austrian Civil Code it is agreed that defects may also be asserted in writing vis-à-vis the supplier instead by legal action. The warranty period amounts to 2 years for movables and to 3 years for immovables from acceptance of delivery or service. In case the supplier is not willing or incapable of fulfilling his warranty duties within a reasonable time, we may at the supplier's expenses execute the correction or have the correction executed. Our right to assert damages remains unaffected.

- **Warranty period:** Provided that nothing else has been agreed, the supplier beyond his warranty duties guarantees a correct and faultless delivery (performance) and compliance with applicable laws and regulations (such as the "Ö-Normen") for a period of two (2) years from acceptance. This guarantee will not be influenced

in any way by (partial) payment. In particular, a payment already made will not be deemed as a confirmation of (final) acceptance.

Our right to make a complaint, therefore, remains applicable in its entirety.

## **7 Notification of a defect**

Sections 377 and the following of the Austrian Commercial Code shall not apply we are under no obligation to inspect or to make complaints regarding a defect.

## **8 Payment**

This will be performed as we see fit (proper acceptance of merchandise or service and after verification of the invoice provided and as far as nothing else has been agreed):

- 90 days net or
- 45 days with a 2% discount or
- 30 days with a 3% discount

each beginning on the last day of the month of delivery. In the event that the invoice is issued later, this will be counted from the date of receipt of the invoice. The transfer of any debts resulting from the supplies and services vis-à-vis ourselves requires our prior consent.

## **9 Documents of implementation**

Models, drawings, patterns, printing blocks or any other documents remain our property and must be immediately returned to us once the order has been completed. Third parties shall not be entitled to use the former.

## **10 Protected privileges**

When accepting the order, the supplier will indemnify and hold us harmless in case of (alleged) infringements of any existing protected rights, patents etc. of third parties.

## **11 Retention of ownership**

We will not recognize any claims or rights to retention rights on behalf of the supplier.

## **12 Diverging conditions**

Diverging or complementary conditions will only be of a binding nature for us when we have expressly confirmed these. In the event of the latter, they will only apply to the respective business matter for which confirmation was given.

## **13 General**

Enquiries should always be sent to our address.

Suppliers are requested to indicate the complete order number in all written documents such as notifications of dispatch, supply notes, consignment notes, invoices, letters, telefaxes etc.

## **14 Place of performance**

The place of performance is, in all cases, Lenzing. The competent and responsible court for Lenzing will have jurisdiction regarding all supplies and payments. Only Austrian Law will apply under exclusion of the UN-convention on Contracts for the International Sale of Goods 1980.

## **15 Accounting**

Invoices for the supply of merchandise, which the supplier arbitrarily carried out prematurely, will only become due as of the week of supply stipulated by us. Invoices must be issued immediately after the supply of the merchandise in duplicate. Invoices which do not comply with our instructions will be sent back to the supplier unprocessed. If this happens, the invoices will be deemed not issued until received again in a correct form. Invoices and confirmations of order should in principle not be enclosed with the consignments but rather should be sent to us by a separate mail. Copies of commercial invoices in the event of foreign consignments form an exception. If the supplier uses the services of a third party to fulfil his contractual obligations, i.e. the latter performs the service agreed as a subsupplier or on order of the supplier in his own name and at his own expense, then the supplier hereby agrees that our payments to the third party, with respect to the contract, concluded with the former immediately have the effect of discharging the debts.

The invoice or bill from the supplier must contain the following information:

- the name of the supplier and his address
- the date and number of the order
- the date and number of order confirmation
- the acceptance and customs clearance of the merchandise will only be performed provided that the delivery papers or the invoices handed out at around the same time, contain the foregoing information.

All costs, expenses and expenditures arising from a failure to comply with this regulation will be borne by the supplier.