

# General Terms and Conditions of Sale and Supply

(Valid from 01.03.1999)

## §1 SCOPE AND EXTENT

1.1 These terms and conditions form an integral part of all quotations and contracts under which we sell goods. Deviations from them are only valid if they have been expressly agreed in writing. In placing its order the purchaser explicitly recognizes the effectiveness of these terms and conditions as part of the contract.

1.2. These terms and conditions apply even if they are opposed to the contract partner's business conditions.

## §2 ENTERING INTO THE CONTRACT

2.1 Our quotations are without obligation unless they have been expressly described as being legally binding on us. We reserve our rights with respect to fulfilling incoming orders.

2.2 The contract counts as having been entered into when we confirm the order in writing or fulfil it. In cases of the customer's business situation changing or of delayed payment we have the right to withdraw from the contract.

2.3. Orders reaching us are irrevocable and are legally binding on the customer for at least four weeks, with this period of time allowed being appropriately extended if, according to the circumstances in each individual case, a longer period of time for acceptance appears to be advisable.

## §3 GOODS

We deliver goods in accordance with our written order confirmations. Fluctuations in quality and variations in materials, manufacturing finishes, printing and color are inevitable and do not constitute defects. We reserve the right to deliver excesses or shortfalls of +/- 1,500 m<sup>2</sup> on delivery quantities up to 15,000 m<sup>2</sup>, or of +/- 10% if the delivery quantity is more than 15,000 m<sup>2</sup>. We only guarantee the suitability of goods supplied by us for a specific use or for specific processing if such a guarantee has been explicitly promised in writing.

## §4 PRICES / PAYMENT

4.1 The prices specified in the order confirmation apply.

4.2 In the event of manufacturing costs rising between confirming and supplying the order we have the right to adjust prices accordingly, insofar as such increases are occasioned by circumstances over which we have no control (wage costs, tax increases, etc.).

4.3 It is open to us to demand – without detailing the reasons for so doing – advance payments on the purchase price and/or sureties covering payment of the purchase price. If no advance payments are made and/or no sureties lodged we have the right to withdraw from the contract and to demand that any possible losses, of whatever kind, that arise for us as a result of the contract's termination be reimbursed.

4.4 Our invoices must be paid net within 30 days, free of charges and without any deductions. Invoices for printing block costs are in principle due for payment directly after receipt of invoice, likewise without deductions. Any deviating provisions on this must be in writing. In the case of the customer's business situation changing we have the right to make our claims due for immediate payment.

4.5 In the case of payment being delayed we have the right to charge interest on arrears at a rate 5% above the discount rate of the Austrian National Bank. The costs of sending reminders and collection expenses are for the customer's account.

4.6 Incoming payments are first of all set off against the costs of sending reminders and collection expenses, then on interest that has accumulated and then, in each case, on the oldest claim.

4.7. Setting off against counter claims is ruled out.

## §5 DELIVERY / ACCEPTANCE

5.1 Our supplies are delivered DDU or DDP place of destination within the EU. Customers have to bear the costs of trans-

portation and insurance for deliveries outside the EU.

5.2 Weiler is the place of fulfillment.

5.3 The deadlines specified in the order confirmation or otherwise expressly agreed apply. We have the right to make part-deliveries as long as the agreed deadlines are met.

5.4 If the delivery is delayed as a result of circumstances beyond our control or for which we are not to blame, that shall extend the delivery periods accordingly. The customer has no right to withdraw from the contract nor is entitled to make any other claims.

5.5. The customer is obliged to make available to us in good time all the samples, details, patterns etc. necessary for fulfilling the order. If expenses or losses arise for us as a result of dilatoriness on the part of the customer, especially production shortfalls, then we have the right to demand compensation.

## §6 GUARANTEE / PRODUCT LIABILITY

6.1 Notice of defects must be made in writing and in detail within eight days of delivery, failing which they are ruled out. If it is impossible to establish defects in the course of proper checks at the time of delivery, then they must be notified immediately after they have been discovered, but not if 90 days have elapsed.

6.2 In guarantee cases we have the right, at our option, to improve, replace or exchange within an appropriate period of grace. It is open to us, however, to reimburse the purchase price. Claims of any kind by the purchaser going over and above that are ruled out.

6.3 Rejects of up to 4% in the case of printed and ready-made goods in no case justify defect notification.

6.4. We are not liable for material damage that arises as a result of faults in our products, except if the customer is a consumer within the meaning of the law on product liability.

## §7 INDUSTRIAL PROPERTY RIGHTS

The customer declares expressly that it disposes of all the industrial property rights in the samples, patterns, drawings and photographs, etc handed over to us. Should third parties make claims on us on account of infringement of industrial property rights, then the customer must hold us harmless and indemnify us. Even after the payment of all invoices we have all the rights to the designs, drawings, digital data sets, clichés and plate cylinders and to the negatives, films, intermediate films, color separations, and other auxiliary products. Any application, imitation, reproduction or passing on requires our explicit consent.

## §8 RETENTION OF OWNERSHIP

The goods delivered by us remain in our ownership until payment in full has been made of all the claims we have outstanding against the customer.

The customer has the right to use and process the goods in the normal course of its business operation. We must, however, be advised immediately of all circumstances that jeopardize our ownership in the goods, especially of pledges.

It is open to use to waive our ownership right. This waiver is exercised through written declaration to the customer. Ownership passes to the customer when that declaration arrives.

## §9 FINAL PROVISIONS

9.1 The court in Feldkirch that is relevant and eligible is exclusively responsible for resolving legal disputes.

9.2 Austrian law, exclusively, must be applied to the contractual relationship. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly ruled out.

9.3. Should one or several provisions of these conditions be or become ineffective, then that shall not affect the validity of their remaining content.