

General Terms and Conditions (T&Cs)

Issued February 2018



I. VALIDITY

Deliveries, services and offers provided by our company and processed as part of a business relationship with a procurement professional inline with the Austrian Business Enterprise Code take place exclusively based on our "General Terms and Conditions", referred to hereinafter as our "T&Cs". These T&Cs apply as an all-encompassing agreement including future legal business between the contract partners, even if no reference is made specifically to these T&Cs. We do not recognise contradictory, alternative or supplementary purchasing conditions used by the party placing an order unless we have expressly agreed to their validity in writing. Counter confirmations by the party placing the order with reference to their business terms or purchasing conditions are expressly rejected herewith.

II. PROPOSAL AND SIGNING OF CONTRACT

Our proposals are always subject to change. Third parties must not be advised of the contents of the proposal unless authorised by the Seller, neither may the proposal be used for fraudulent purposes. If a proposal does not lead to a contract being signed, the Seller reserves the right to reclaim the proposal including all attachments and samples. Samples or drawings submitted by the party making the inquiry will only be returned on request. If no contract is signed, the Seller is permitted to destroy the proposal documents (drawings, samples etc.) after the proposal period (3 months after the proposal date). In the meantime the Seller reserves the right to sell any objects contained in the proposal that are in stock. The written order confirmation defines the scope and terms of the order delivery. Only written correspondence (including by fax or telex) or orders received by email are binding for us. Please note that orders received by electronic means (e.g. email) are legally valid without a signature. The contract is also concluded when goods ordered by the customer are dispatched. General contracts are essentially valid for a period of one year. Longer validity periods are to be especially agreed and can only be effective in written form.

If proposals are submitted to us, the company making the offer is bound to a suitable validity period; this must be at least 8 days from receipt of the proposal.

III. DATA AND DOCUMENTATION

Technical documentation such as drawings, plans, sketches, descriptions, catalogues, brochures, drawings showing dimensions, material properties or weight data, and any samples or models supplied by us remain our intellectual property, are intended for information purposes

only, and do not represent an assurance of properties unless this is referred to specifically in writing. PRAHER PLASTICS reserve the right to make changes where deemed necessary due to technical advancement.

All technical documents remain the intellectual property of PRAHER PLASTICS and may only be used for the agreed purposes. All information gained and exchanged as part of business partnership is to be treated as **secret** and must not be passed on to third parties without our authorisation. Violations will be prosecuted.

IV. PRICES

Unless agreed otherwise, the prices quoted are excluding VAT, ex works or the stores of the supplier, including standard packaging, in € (EURO).

All additional costs such as costs of freight and insurance are to be borne by the Buyer. Likewise, the Buyer has to bear all costs for every kind of tax, dues, fees and customs duty.

The prices that apply at the time the contract is signed are those quoted in our current gross price list in the agreed currency, or if this is changed, in the equivalent value of the alternative currency.

We reserve the right to make corresponding price adjustments after the contract has been signed if there are changes in wage costs due to collective negotiations applying to the whole industry, or wage increases applying only to our company, or other changes in cost that affect our pricing structures, such as the price of materials, energy, transport, contract work, finance, surcharges, etc. Additional work or activities are invoiced according to the actual wage and material costs used. Fees and costs that arise to fulfil authorities' legislation at the place of installation or are connected with supplies and services, are to be borne exclusively by the Buyer.

V. TERMS OF PAYMENT AND DELAY OF PAYMENT

Our invoices are to be paid 30 days at the latest after the invoice is submitted to the amount of the sum indicated. The following applies if nothing else is agreed in the order confirmation:

If payment is made within 11 days of submitting the invoice, the Buyer is authorised to reduce the sum indicated in the invoice by 2% providing no earlier invoices are still outstanding. For goods with a value exceeding € 5,000.- the following payments are to be made:

1/3 on receipt of our order confirmation, 1/3 when we issue our ready-to-ship note, 1/3 within 30 days of the invoice being submitted, or within 11 days of the invoice being submitted with a 2% reduction of the total invoice value.

Unless agreed otherwise, our requests for payment are to be paid on schedule against handover of the goods. The payment by the Buyer is not valid until the sum has reached our business account and is deemed paid.

Interest and fees for reminders will be invoiced for in the case of late payment, unless exempt payments have been agreed with the supplier in writing. Furthermore, if the Customer defaults on payment we are entitled to choose between demanding reimbursement of the actual damage incurred or – providing the contract is not for credit business with an end consumer – or to invoice for interest on arrears at a rate of 6% p.a. above the discount rate of the Austrian National Bank, although our minimum rate is set to 12%.

In addition, any discount agreements are no longer applicable. This does not affect our right to make a further claim for damages due to default.

The full purchase price will be due immediately, if the agreed payment is not made in full, a payment from the Buyer is overdue more than 10 days or a bank draft or check is protested. The same applies if the Buyer's payment difficulties become obvious, especially if applications are made for opening court or bankruptcy proceedings regarding the Supplier's assets. The new due date also applies to payments arranged to be made by the Buyer by bank draft at a later date.

In such a case we are also permitted to implement a delivery stop without being obliged to refund any damages caused as a consequence.

Reminder and collection tariffs are to be paid at reasonable/standard rates. In the case that the Supplier suffers financial damages due to the Buyer's non fulfilment of the agreed payment obligations, the supplier reserves the right to do as he pleases with moulds, tools, rigs and completed parts.

The Buyer cannot retain payment or offset costs in our invoices due to any counter claims - regardless of their legal aspect.

Bank drafts and cheques will be accepted as payment only if agreed in advance. Any bank costs and fees, or fees arising in the course of foreign payment transactions, are to be borne by the Buyer.

Adherence to the payment conditions and payment periods form an essential component of the contract for implementing supplies and services.

VI. RETENTION OF OWNERSHIP

The goods supplied remain our property until the invoice has been paid in full. Moreover, our Customers may only resell goods still under our ownership in normal business transactions under retention of ownership.

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VII. DELIVERY PERIOD

We are not obliged to deliver goods or services until the Buyer has fulfilled all obligations necessary to the extent required in order to perform proper delivery. The delivery period does not apply until all commercial and technical details needed to fulfil the contract have been received and the payment terms clarified.

The delivery periods specified are always ex-works. Unless agreed otherwise in writing, delivery periods quoted in proposals or order confirmations are approximate and non-binding and can never be regarded as final deadlines. We are authorised to exceed the agreed dates and delivery periods by a maximum of 10 working days. If the goods are not delivered within this period, the Buyer may not withdraw from the contract until this period has expired and a reasonable extension has been set.

It is not possible for both contract partners to withdraw from the contract until the delivery date confirmed by us has been exceeded by more than 2 months. This right to withdraw from the contract does not apply, however, if we issue a ready-to-ship note or start shipment of the goods but are unable through no fault of our own to deliver within the non-binding confirmed delivery period.

Consequential damages due to non-timely delivery or non delivery are excluded.

Adherence to the delivery period depends on trouble-free delivery of goods from our suppliers, including any severe disruptions within or outside the company or forms of Force Majeure (strikes, severe damage to machines, fire, flooding, impending war, etc.). In the case of such influences we are either totally free or - reflecting the circumstances - partially free from our obligations.

Partial deliveries are permissible, may not be rejected if the delivery is otherwise found to be in order, and authorise us to present an invoice for partial payment.

If the Customer or a forwarding agent picks up the goods then they must arrive punctually at the agreed time. If the appointment for picking up ready-to-ship goods is not kept to we are entitled to do as we please with the goods the next day. The Buyer bears all costs arising from delayed pickup or preparation of freight material. If the contracts or deliveries involve several delivery periods / dates agreed for partial consignments and these are not adhered to by the Buyer, nor is there any success within an extension period, then we are entitled to deliver the remaining goods or to retain the non-delivered part of the contract or to demand damages for non-compliance with the contract.

VIII. ORDERS, ACCEPTANCE OBLIGATIONS, RETURNS

Orders are not binding until the Seller has provided written confirmation. This must contain the delivery address and type of shipment. Additional details such as article number and article description inline with our documentation are absolutely essential in order to avoid misunderstandings and ensure timely processing of the order. The Seller has the right to deliver up to plus/minus 5% of any goods ordered in bulk.

If the value of an order is below our minimum order value of € 250.00 then we have to invoice a minimum quantity surcharge of € 19.00 in addition to the order value.

An article-related minimum quantity surcharge will be agreed with the customer if the order does not reach our minimum order quantity set for specific articles for economical and production reasons.

From the moment the Seller issues an order confirmation, the Seller is authorised to start with production at any time independently of the agreed delivery period. Withdrawal from the contract is excluded after the goods have been produced and the customer is obliged to accept and pay for the goods already produced.

This acceptance obligation applies also to general contracts and orders controlled by E-commerce systems. The quantity of items agreed in the proposal are manufactured for stock and these are to be accepted by the Buyer without exception, even if there are any article changes or the article is to be discontinued.

The return of goods already accepted inline with the agreement can only be approved in special cases and following prior confirmation. In such cases we retain a credit of 30% of the value of goods that still possess a commercial value. We will dispose free of charge any goods that due to technical changes or any other reason are of no further use.

IX. DELIVERY, PACKAGING, SHIPMENT, DELAYED ACCEPTANCE

Retention of title applies exclusively to all deliveries. Ownership is not transferred to the Buyer until their entire obligations relating to our goods supplies have been settled. This even applies if the purchase price for certain goods deliveries nominated by the Buyer has been paid. For ongoing invoices the retention of title clause serves as security for outstanding payments. Any processing of goods supplied by us and still in our ownership takes place on our behalf without placing us under obligation and without affecting our rights to ownership.

The customer will look after our property, process it for us if required and advise us immediately of attempted seizure by third parties. The

Buyer may use our property in normal business transactions providing they fulfil their obligations to us.

As a result of selling on the goods we supplied, the customer hands over to us the right to claim against third parties herewith as security up until payment of all claims, even future claims on our business arrangement – including any financial claims.

Our goods are packaged - to the extent this is agreed and confirmed in writing, either as we see fit using standard commercially acceptable methods or as specified by the customer (individual packages, special colours, etc.) - at the customer's expense. Costs of packaging to customers specifications are listed in a separate invoice.

In order to simplify deliveries it is generally only possible for us to dispatch orders in standard packaging units (see gross pricelists).

We have to invoice a packaging surcharge of € 6.00/position for small series that deviate from our standard packaging units.

As long as goods are packaged as usual by us, claims cannot be made against us for damage presumed a result of the packaging.

Unless agreed otherwise, goods are dispatched using a means of transport deemed the most suitable by us, and at the risk of the recipient. The delivery is deemed completed once the goods are ready for shipping at the works named for delivery and the Buyer has been advised that the goods are ready for shipping, or the goods have been handed over to a forwarding agent.

Transport insurance is only taken out if requested and paid for by the recipient. We accept no responsibility for delays or failure during transport. On receipt the goods are to be checked to make sure they are in order since the goods were prepared for shipping. The following points must be checked if part of the consignment is missing or damaged:

- Check for damage to pallet or our packaging film
- Check carton for quantity and deformation
- Check for destroyed and/or damaged products.

Claims of this kind will only be acknowledged if notified in writing within 5 days of receiving the goods.

If the ordered goods are not accepted as agreed, the Supplier can claim compensation after setting a reasonable extension period. If goods are returned, not accepted or the Buyer withdraws from the contract, we will charge for the relevant goods - in addition to the costs incurred to be determined by the deliverer - a fixed price of 15% of the order value to cover processing costs and loss of profit. If the Buyer exchanges series articles or other justifiable goods within our

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product range, we will invoice for the same order value an additional 5% on top of the purchase price to cover the Supplier's costs. If non justifiable goods are exchanged then the Buyer has to bear the costs incurred in excess of the fixed price due to loss or expense during reuse.

Packaging material will not be taken back, except in the case of reusable containers. If reusable containers are returned to the supplier's works within 2 months of the date the goods were delivered the costs invoiced will be credited to the Buyer's records. Returns are to be accompanied with the invoice date and invoice number with which the reusable containers were originally invoiced. The Supplier is entitled to deduct part of the price if the reusable containers are returned damaged to the extent that they cannot be used again or not all of the containers are returned.

Claims cannot be made against us for packaging faults if the goods are packaged by us using our standard packaging methods. Unless agreed otherwise, goods are dispatched using a means of suitable transport and at the risk of the recipient. A processing fee of € 25.00 per delivery is invoiced if the goods are to be delivered to an uniquely different address or for incoming express orders..

On receipt, the goods are to be checked to make sure they are in order. Any damage or loss is to be immediately reported on the shipping note when the goods arrive before they are unloaded so that a claim for damages can be made to the forwarding agent.

X. RETENTION

If not a consumer business, the Buyer is only authorised to retain a reasonable part - not the entire amount - of the gross invoice sum in the case of a justified claim, except in the case of a reverse transaction.

XI. WITHDRAWAL FROM CONTRACT

If acceptance is delayed (clause VII) or there are other substantial reasons prevailing such as, in particular, rejection of a petition in bankruptcy on grounds of insufficient assets, delayed payment, or occurrence of a natural catastrophe, we are entitled to withdraw from the contract providing it has not been fully fulfilled. In the event of a withdrawal where the Client is at fault, we may demand a fixed rate of damages of 15% of the gross invoice amount or compensation for the loss actually incurred by the withdrawal and be released from all agreed obligations to perform and deliver. We are entitled to hold back outstanding deliveries or services and to demand payment in advance and/or deposits, or to withdraw from the contract after setting a reasonable extended time limit. If the Buyer withdraws from

the contract without just cause, or demands its cancellation, we shall have the right to choose between insisting on the fulfilment of the contract and cancellation of the contract. In the latter case the Buyer shall be obliged at our discretion to pay either a fixed rate of damages of 15% of the gross invoice amount or compensation for the loss actually incurred due to withdrawal.

Consumer protection applies to contracts drawn up with end users so that the end user may withdraw from the contract within 7 working days without stating a reason, where Saturday does not count as a working day. This period starts on the day the goods arrive at the users, or, in the case of professional services, on the day the contract is signed. It is sufficient to send the withdrawal notice within this period. If the user withdraws from the contract in this way then they must cover the cost of returning the goods; if a loan has been taken out for the contract then they must also cover the costs of certifying signatures as well as the fees for securing the loan. It is not possible to withdraw from a contract for professional services that have been agreed to begin within 7 working days of the contract being signed.

XII. FORCE MAJEURE

The Supplier is released entirely or partly from fulfilling the contract on schedule if prevented from doing so by an event of force majeure. Such events are exclusively those that are unforeseeable and unavoidable for an experienced supplier. Deadlines and delivery periods that cannot be met due to the influence of the force majeure are extended by the duration of the affect of the force majeure.

XIII. WARRANTY, GUARANTEE, OBLIGATION TO INSPECT AND REGISTER COMPLAINTS

Our products are covered by a warranty as laid down by law. Claims are assessed based on the current national laws (Austrian law – "Allgemeines Bürgerliches Gesetzbuch" – ABGB). However, alternative agreements can be made if required. These need to be clarified in writing.

The warranty period is 2 years and starts on the date the goods are dispatched ex works. PRAHER guarantees that the products are free of fabrication and material flaws. We guarantee that our goods at the time of acceptance possess the contractually agreed properties, that the materials used have been processed correctly, that they comply with the recognised laws applicable to engineering and technology and do not possess flaws that reduce their value or cancel or reduce their capability to be used as normal or as specified in the contract.

However, the warranty does not include parts that, due to their function, have a normal service life shorter than the guarantee period specified by law for moving parts. The warranty also excludes: damage due to natural wear, insufficient maintenance, disregard of operating and instruction manuals, excessive stress, unsuitable utilities, chemical or electrolytic influences, incorrect installation by the Buyer or third parties, modifications performed by Buyer and incorrect handling as well as the consequences of other reasons that cannot be traced back to us or are not within our scope of responsibility.

We decide on how to settle customers' warranty claims, either by replacement, repair within a reasonable period or price reduction. The customer may only withdraw from the contract if the problem is severe and cannot be rectified through replacement or repair and a price reduction is not reasonable to the customer. The customer's right to claim damages in relation to rectifying a fault through improvement or replacement cannot be implemented unless we have defaulted on fulfilling our warranty obligations.

Warranty claims for moving parts must be made legally valid within one year of shipment. The one year period also applies to hidden faults, although the period does not start until the hidden fault is discovered.

If the customer maintains that a fault is evident, claims resulting as a consequence, especially relating to warranty or damages, can only be made valid within the first 6 months after shipment of the goods to the customer if the customer can prove that the fault was already present at the time the goods were shipped or handed over.

Providing the installation of the goods supplied in a plant component is not excluded due to its condition, a warranty period of 3 years is agreed. For goods supplied that cannot be installed in a plant component due to their condition, a warranty period of 2 years is agreed. Our obligation to provide a warranty expires if the Buyer or a third party changes or repairs the goods supplied without our written permission, or if the Buyer does not take immediate suitable action to limit the extent of damage so we are able to rectify the fault. Our obligation expires in any case when the warranty period expires; special cases involving the customer claiming an extension to the warranty period because the customer has fulfilled warranty obligations themselves, are excluded.

If an order is produced based on the Buyer's design specifications, drawings, raw material instructions or models, then we are not liable for the correctness of the design or selection of materials, but merely that the contract has been

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fulfilled in accordance with the Buyer's instructions. The Buyer is to hold us harmless and indemnify us without restriction in the case of infringement of third party property rights.

We assume no liability of any kind whatsoever for repairs performed by the customer, or modifications made to old goods or goods not supplied by us. Old goods are those for which the warranty period of 2 years specified above has already expired or where the Buyer knows the part was already used by us or a third party.

If the Supplier damages a workpiece due to incorrect processing of the material and a claim is made within the legal warranty period, the Supplier may choose to provide replacement through credit or by physically replacing the part returned to the works. Claims for replacement of any kind over and above this will not be recognised, unless the Supplier has displayed gross negligence in non-professional processing.

In all other cases the legal grounds of the current Austrian warranty laws for consumer business will be used as a basis.

In addition, the customer is to immediately check the goods after handover in accordance with the Austrian Business Enterprise Code, or within 6 working days at the latest. We are to be advised of any faults discovered during the check immediately in writing – within 3 working days of their discovery at the latest – specifying the type and extent of the fault.

Hidden faults are to be registered immediately on their discovery. If faults are not reported, or they are not reported in time, then the goods are deemed accepted. The assertion of warranty claims or claims for damages or the right to claim innocent misrepresentation based on faults is excluded in these cases.

XIV. TOOLS, SAMPLES, PLANS, DRAWINGS PROVIDED

For moulds, apparatus, instruments and other fabrication equipment provided by the Buyer or made but not delivered by the Supplier, the Supplier will assume responsibility for fabrication equipment provided and tools left for safe-keeping and treat them with the necessary professional care. Further liability will not be assumed. In particular, the Supplier is not liable for loss of, or damage to, the equipment provided, regardless of which event is the cause. Insurance against all cases of damage (e.g. fire, storm damage or other risk) while the equipment is located on the Supplier's premises is the responsibility of the Buyer. The Supplier is obliged to ensure that no finished part of tools belonging to the Buyer is made available to other customers without the prior knowledge of the owner.

Drawings, samples and all other documentation which have been submitted to the Supplier by the

Buyer for implementing the contract are to be protected by the Supplier as well as possible against access by third parties without, however, the Supplier or their subcontractors assuming liability.

If no follow up order or other inquiry is received within 2 years of the last shipment, the Buyer will be advised of this situation and requested to make a clear statement within a period of 6 months regarding what is to be done next. If the Buyer allows this period to expire without making a statement, all documents and objects (drawings, plans, test specifications, reference samples, models and other technical documentation) can be used for another purpose at the seller's discretion.

Existing tools can be supplied without charging for tool maintenance costs as long as the condition of the tools allows trouble-free operation. Maintenance costs for damage due to the natural wear of the tools or equipment are to be borne by the Buyer, who is also to bear the costs of tool modifications they ordered. For tools of all kinds that the Buyer makes available to the Seller, the Buyer is to bear all costs incurred by the Seller for servicing and maintaining the tools provided.

XV. DESCRIPTION OF GOODS, SAMPLE DELIVERIES, STARTING SERIES PRODUCTION

Descriptions and prices in our pricelists are not binding. We reserve the right to make changes at any time if they represent an improvement to our products.

If an order is produced based on the Buyer's design specifications, drawings, raw material instructions or models, then we are not liable for the correctness of the design or selection of materials, but merely that the contract has been fulfilled in accordance with the Buyer's instructions. The Buyer is to hold us harmless and indemnify us without restriction in the case of infringement of third party property rights.

Samples and initial sample test reports of "0" series of pressed parts and injection moulded parts will be made available to the Buyer before the start of series production. These samples will be produced free-of-charge until the tool capability and sample clearance have been established. When the samples are approved, the Supplier will receive the confirmed initial sample test report back from the Buyer. Accepted deviations from the specifications must be confirmed in writing by the Buyer.

The Supplier cannot start series production until the samples have been approved in writing.

NOTE: If no other arrangement has been made, the agreed article price will be invoiced for initial series before starting series production.

The Supplier is obliged to carry out the supply according to the confirmed samples and the accuracy of the sample dimensions is guaranteed to the extent technically possible for the type of materials used and the type of workpiece involved as well as for the quality-related features laid down in the tolerances. The Supplier assumes no liability for the selection of the material itself or for the material-related form of the workpiece if the Buyer did not provide all critical details on the use of the workpiece and the demands expected of it in good time, i.e. at the time of the initial project meeting. This also applies in the situation that suggestions for the choice of material and the design of the workpiece suitable for the material are made by the supplier or prompted by the Supplier in the drawings, specifications or samples provided by the Buyer.

Dimensions and tolerances of the workpieces are to be expressly agreed when the contract is awarded to the Supplier. Dimensions without tolerance specifications will be maintained with the dimensional accuracy possible for the material and shape of workpiece in question, or according to the largest size without tolerance specified in the standard concerning dimensional variation.

Special tests to be performed on the finished parts (in addition to standard checks), are to be especially agreed and the costs of these tests are to be borne exclusively by the Buyer. The Supplier accepts no liability for the suitability of the goods supplied for the use intended, except with regard to the correct processing of the material.

XVI. DAMAGES AND PRODUCT LIABILITY

All claims for damages are excluded in cases of slight negligence. This does not apply to personal injury and in consumer business for damage to parts taken on for further processing. The presence of slight or gross negligence is to be proven by the injured party, unless it concerns a consumer business contract. If it is not a consumer business contract, the absolute statute of limitation of damage claims is 3 years from the transfer of risk. The regulations on damages in these T&Cs or any other terms agreed only apply if the claim for damages is made separately or instead of a warranty claim.

Recourse claims as specified in § 12 of Austrian product liability law are excluded, unless the party justified for recourse proves that the fault and as a consequence the damage resulting from the original association of this fault can be attributed to stem from our area of control and are a result of gross negligence or intent.

Moreover, if the goods are supplied to resellers, the liability for damages deduced from product

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liability law, and any product liability claims deduced from other regulations, are excluded.

In turn, resellers are obliged to state in contracts with their customers this exclusion of liability for damages as mentioned above (except in the case of end consumers). If this contractual obligation is not fulfilled, the receiver is liable for all damages that occur jointly and separately.

The supplier is obliged to take out sufficient third party insurance and is to present the policy on demand. The goods supplied offer only the level of reliability that can be expected based on the content of standards, permits, descriptions in technical datasheets, user manuals, instructions from the supplier's works on handling and range of applications or application conditions as well as maintenance and other information provided at the time the contract is signed.

XVII. TECHNICAL SUPPORT

Advice given by our employees in customer care and sales is provided to the best of our knowledge, inline with the state-of-the art and are based on normal operating and application conditions. The Buyer is obliged to advise us in writing if the operating and application conditions change in the period between issuing our proposal and shipping the goods.

The goods supplied offer only the level of security that can be expected based on the content of standards, permits, descriptions in technical datasheets, compatibility lists, operator/user manuals, instructions from the supplier's works on handling and range of applications or application conditions as well as maintenance and other information provided at the time the contract is signed.

XVIII. PROTECTIVE RIGHTS

For goods supplied that the Seller manufacturers according to instructions made available by the Buyer or under contract from the Buyer where the Buyer confirms the fabrication documentation, the Buyer provides exclusive guarantee that through the manufacture of the goods supplied no protective rights of any kind or trade secrets of third parties are infringed. If any protective rights of third parties are then claimed, the Supplier is not obliged to check the correctness of the claim, but is entitled under exclusion of all damage liability claims from the Buyer to stop production of the goods and demand payment of the costs incurred. The Buyer is fully liable for non-consequential and consequential damages arising as a result of infringement or protective rights claims and the Supplier is entitled to demand a suitable advance on costs to cover all process costs. The Supplier is free to release at will all goods covered by the contract or goods manufactured by the supplier.

XIX. CHANGES TO PERFORMANCE/CONTRACT

If the contract is not with a consumer business, then minor or other changes to our performance or delivery obligation that are acceptable to our customers are deemed approved. This applies in particular to certain necessary deviations (e.g. dimensions, colours, changes in material, etc.)

If the customer requests changes to the scope of performance in the contract after the contract has been signed, then all costs incurred in connection with the changes implemented and to be implemented by PRAHER go to the contract party that requested the changes.

PRAHER is not obliged to implement the changed contract until written confirmation has been provided and all costs arising in connection with the change in contract have been settled, or can be deemed settled, by the other contract party.

XX. CHOICE OF LAW, LOCATION OF FULFILMENT AND JURISDICTION

Austrian law applies. The contract language is German. The parties to this contract agree to Austrian jurisdiction. The location of fulfilment is expressly agreed as the place the delivery is handed over. The law court having jurisdiction at the address of the relevant company location will preside over any conflict resulting from this contract. If the contract is with a consumer business, the law court having jurisdiction in the location of our headquarters will preside exclusively over any conflict resulting from this contract.

XXI. FINAL CLAUSES

The Customer grants his permission that the data handed over in the course of fulfilling this contract, including data relating to personnel, can be saved and processed electronically by us. The Customer is obliged to advise us of changes to their residential or business address as long as the business specified in the contract has not been completely fulfilled by both parties. If this advice is not provided then any correspondence and information sent to the last known address will be classed as received.

Sub-agreements or amendments to these general terms and conditions are to be in written form. All preceding contracts or other agreements are no longer valid.

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