

# General Terms of Delivery

of Greiner Extrusion GmbH, effective from 01.04.2020.

The present General Terms of Delivery apply exclusively to legal transactions between companies. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, Federal Law Gazette 1988/96, is expressly excluded. Guarantees payable on demand are subject to the Uniform Rules for Demand Guarantees of the International Chamber of Commerce (URDG 758).

## 1. General provisions

1.1 The present General Terms of Delivery shall apply exclusively unless otherwise expressly agreed with the buyer in writing. Any reference to the term "in writing" is to be taken to include documents, letters, faxes, emails or other forms of written communication agreed by the parties.

1.2 Verbal and telephone agreements as well as written and verbal understandings with our representatives only become binding for us once we have confirmed them in writing.

1.3 These General Terms of Delivery also apply to all future business transactions concluded between Greiner Extrusion GmbH and the buyer. All provisions to the contrary are deemed invalid, even if not expressly objected to. Deviations from these General Terms of Delivery proposed by the buyer shall only become effective upon our written consent.

1.4 The following provisions on the delivery of goods also apply, mutatis mutandis, to the supply of services.

## 2. Contract conclusion

2.1 All offers are non-binding.

2.2 Offers are valid for a maximum of three months from the date of issue.

2.3 The buyer will receive a product drawing upon receipt of his order, which must be examined, signed and sent back to us immediately. The confirmed product drawing is to be considered the contractual basis for assessing technical clarity.

2.4 Unless otherwise agreed, the contract shall be deemed concluded if the buyer does not verifiably object to the written confirmation of order sent upon receipt of the order within 10 calendar days.

2.5 Any amendments and supplements to the contract must be confirmed by us in order to be valid.

2.6 Priority of documents

In the event that the General Terms of Delivery or the contractual bases contained in quotations, order confirmations or other contracts conflict with one another, the contractual components shall take priority as follows:

- a) Individual contractual agreements
- b) General Terms of Delivery of Greiner Extrusion GmbH
- c) Other agreements

## 3. Drawings and documents

3.1 The information contained in catalogues, brochures, circulars, advertisements, illustrations and price lists ect. regarding weight, dimensions, capacity, price, performance ect. are approximate values. The actual values are stipulated in the individual contractual agreements.

3.2 Drawings, sketches, non-binding cost estimates and other technical documents, which may also be part of the offer, as well as samples, catalogues, brochures, illustrations and the like remain our intellectual property. Any use, duplication, reproduction, dissemination and disclosure to third parties, publication and presentation is subject to our express consent. They are to be returned to us immediately if the order is not executed.

3.3 All sales documents, specifications and price lists must be kept strictly confidential and must not be made available to third parties.

## 4. Passage of risk

4.1 The agreed delivery clauses shall be interpreted in accordance with Incoterms 2020, unless otherwise agreed in the individual contractual agreements. In the absence of a special delivery clause in the contract, the delivery item shall be considered delivered as a Free Carrier (FCA). If, in the case of a FCA delivery, we undertake to send the delivery item to its place of destination at the buyer's request, the risk is passed on to the buyer when the first freight forwarder accepts the delivery item at the latest.

4.2 In case of transactions involving more than two parties, a written agreement on the applicable Incoterm clause has to be concluded.

4.3 Any loss of, or damage to the goods occurring after the passage of risk does not release the buyer from paying for the goods. If shipment is delayed due to fault of the buyer, the risk is passed on to the buyer from the day the goods are ready for shipment. If the sales contract does not include transport of the goods, risk is passed on to the buyer as soon as he accepts the goods or, in the event that he does not collect the goods in time and therefore commits a breach of contract, as soon as the goods are ready to be collected.

## 5. Period of delivery

5.1 Unless otherwise agreed, the delivery period shall commence on the latest of the following dates: a) date of the confirmation of order or sales contract; b) date of fulfilment of all technical, commercial and financial prerequisites incumbent upon the buyer by agreement; c) date on which we receive a down payment to be made before delivery of the goods and/or a payment guarantee has been issued or otherwise provided.

5.2 We are entitled to make advance or partial deliveries.

5.3 If our delivery is delayed on account of a circumstance which constitutes a reason for relief within the meaning of section 14, an appropriate extension of the delivery period shall be granted.

5.4 If the buyer or persons attributable to him do not accept the goods provided in accordance with the contract at the contractually agreed place or time, and the delay is not caused by our act or omission, we can either demand contractual fulfilment or withdraw from the contract by setting a grace period. Once the goods have been sorted out, we can store the goods at the expense and risk of the buyer. We are also entitled to reimbursement of all justified expenses that we had to incur for the execution of the contract and which are not included in the payments received.

## 6. Acceptance test

If the buyer requests a joint acceptance test, this must be expressly agreed with us in writing upon conclusion of the contract. Unless otherwise agreed, the acceptance test shall be carried out at the place of manufacture or at a place to be determined by us during our regular working hours. In this context, the common practice of the respective industry shall be decisive. Following the acceptance test, an acceptance protocol is to be prepared. If the acceptance test has shown that the delivery item has been duly executed in accordance with the contract and is in perfect working order, this must be confirmed by both contracting parties. If the buyer or his authorised representative is not present at the acceptance test despite timely notification on our part, the acceptance protocol only has to be signed by us. We will then send the buyer a copy of the acceptance protocol. In this case, the buyer can no longer contest its accuracy even if he or his authorized representative were not able to sign the acceptance protocol due to their absence.

## 7. Prices and Taxes

7.1 Unless otherwise agreed in individual cases, all prices and charges are net prices exclusive of any statutory value added tax and other taxes or duties, as well as exclusive of packaging surcharges, transport costs and any processing fees that may be incurred. Any withholding tax to be borne by us shall in all cases be borne by the buyer.

7.2 The VAT identification number of Greiner Extrusion GmbH is ATU62967347. In the case of deliveries to other EU member states, the buyer is obliged to inform us immediately of its VAT identification number.

7.3 In the case of intra-Community deliveries and exports, tax exemption can only be granted if the legal requirements are fulfilled at the time the service is rendered.

7.4 The buyer shall, unsolicited and without delay, provide Greiner with all (transport) proofs, documents and deeds in a suitable form which are necessary to obtain a VAT exemption for intra-Community deliveries or exports.

7.5 If the buyer does not comply with this obligation, we reserve the right to immediately invoice the legal value added tax which the buyer has to pay together with the invoice amount. The buyer shall indemnify and hold us completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the buyer shall immediately pay the value added tax subsequently and separately invoiced by us.

7.6 The buyer shall inform us immediately, if withholding tax is due in the buyer's country of residence for the goods or services supplied. Upon receipt of this information, we shall immediately provide the buyer with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the buyer's responsibility to ensure that the tax authorities in the buyer's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the goods or services supplied.



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7.7 The buyer shall be liable for all additional tax payments resulting from incorrect information provided by the buyer.

7.8 We shall not be liable for future tax/legal changes; taxes and duties resulting from such legal changes shall be borne by the buyer. The buyer must ensure that these taxes are duly reported and paid.

7.9 Within the framework of an ongoing business relationship, we reserve the right to raise the price of the delivery item as is necessary based on general price changes outside our control (such as exchange-rate fluctuations, currency regulations, customs changes, a significant rise in costs of materials and manufacture).

## 8. Invoicing and payment

8.1 We are free to send invoices either by post or electronically.

8.2 Services are invoiced after their respective provision.

8.3 Payments shall be made in accordance with the agreed terms of payment. If no terms of payment have been agreed, one third of the price is due upon receipt of the order confirmation, one third after half of the delivery period has lapsed, and the remainder upon delivery. Notwithstanding the above, the value-added tax included in the invoice must, in any event, be paid within 30 days from the date of invoice at the latest.

8.4 Payments are only to be made by transfer to the bank account indicated by us. Paying by bill of exchange or cheque will not be accepted as fulfillment of the payment obligation. The contracting parties may agree that the buyer is obliged to open a documentary letter of credit through a bank acceptable to us. All payments made shall be at the buyer's sole risk and expense. The buyer's payment obligation shall only be considered fulfilled upon receipt of payment. The place of fulfillment for the buyer is Nussbach, Austria.

8.5 The buyer is not entitled to withhold payments due to warranty claims or any other counterclaims which we do not accept.

8.6 If the buyer is in arrears with an agreed payment or other performance, we can either insist on fulfillment of the contract and a) postpone the fulfillment of our own obligations until settlement of the payments in arrears or other performances, b) claim an appropriate extension of the delivery period, c) declare the entire outstanding purchase price due, d) provided that the buyer cannot claim any reason for relief within the meaning of section 14, charge interest on arrears of 9.2 % above the respective base interest rate of the European Central Bank (see Directive 2011/7/EU on combating late payment in commercial transactions of 16 February 2011) from the due date, or declare withdrawal from the contract by granting an appropriate grace period.

8.7 In any case, the buyer must reimburse us for any additional default damages arising from dunning and debt enforcement costs.

8.8 In the event that the buyer defaults on one of the agreed payments or any other performance after expiry of the grace period according to sections 5.4 and 8.6, we are entitled to withdraw from the contract by written notice. Upon our request, the buyer must return already delivered goods to us, pay us compensation for the loss in value of the goods and reimburse us for all justified expenses which we had to incur in order to execute the contract. With regard to goods which have not yet been delivered, the seller is entitled to make the finished or processed parts available to the buyer and to demand a corresponding share of the sales price.

## 9. Reservation of ownership

9.1 We reserve ownership of the delivered goods until all liabilities resulting from the business relationship - including interest and expenses - have been paid in full.

9.2 This shall also apply if the purchase price of certain deliveries of goods designated by the buyer has been paid as the retained title serves as security for the entire outstanding amount.

9.3 The buyer is entitled to make use of the reserved goods in the ordinary and orderly course of business. He must, however, reserve the right of ownership until the purchase price claim has been paid in full. The buyer may not pledge the reserved goods or assign them by way of security and must inform us immediately of any seizures by third parties or other third-party access to the reserved goods. If the buyer processes or modifies goods delivered by us or combines them with other goods that do not belong to us, the treatment and processing is free of charge for us as the manufacturer. We accordingly acquire ownership or co-ownership of the product's share in the total surplus value of the item created by processing or modification. The buyer shall store the newly created item for us free of charge.

9.4 We are entitled to mark ownership on the outside of the delivery item. The buyer must comply with the necessary formal requirements in order to maintain reservation of ownership.

## 10. Additional parts

10.1 If parts to be provided are supplied by the buyer, the buyer is obliged to deliver them to DAP of the respective Greiner plant (Incoterms 2020) in good time, in perfect condition and in such quantities that we are able to process them properly, on time and without any interruption.

10.2 Defects of the supplied parts will be reported immediately as soon as they become apparent in the course of an orderly business transaction. The right to object to delayed notifications of defects shall be waived in this respect on the part of the buyer.

10.3 In the event of late, insufficient or defective delivery of additional parts, we shall not be liable for the consequences of any delays resulting therefrom. In particular, we shall be entitled to discontinue further production until a sufficient quantity of proper parts has been delivered. In such cases, the buyer is obliged to reimburse the Supplier for any additional costs incurred. Other consequences of delay remain unaffected.

10.4 We are liable for the installation of the provided parts according to the buyer's specifications, but are not responsible for the functioning of these specified parts.

## 11. Warranty

11.1 The warranty period is 12 months.

11.2 In the case of a duly submitted and justified notice of defects, we shall offer a warranty against defects by improving the item or granting a price reduction, whilst taking due account of the buyer's interests.

11.3 In case the limitation period for all other compensation claims for open defects has expired, written notice of a possible defect must be given within 7 calendar days from the date of delivery/service provision or within 7 calendar days after becoming apparent in the case of hidden defects, and must include a detailed description of the defect.

11.4 Asserting claims for defects does not release the buyer from his payment obligation.

11.5 The buyer must always offer evidence that the delivered goods were defective at the time of delivery.

11.6 The presumption rule of Article 924 of the Austrian Civil Code (ABGB) is excluded. If we have been notified of any defects as described above, and we are obliged to remedy the defects according to the provisions of this section, we may, at our discretion, a) repair the defective goods on site; b) request that the defective goods or defective parts be sent back to us for repair; c) replace the defective parts; d) replace the defective goods.

11.7 If we request the defective goods or parts to be sent back to us for repair or replacement, the buyer shall bear the costs and risk of transport unless otherwise agreed.

11.8 The defective goods or parts replaced in accordance with this section remain with us.

11.9 We shall only be liable for the costs of repairs carried out by the buyer himself if we have given our written consent to do so.

11.10 Our warranty obligation only covers defects which arise under the foreseen operating conditions and under normal conditions of use. In particular, it shall not cover defects resulting from: defective third-party installation and commissioning of machines purchased from us, faulty installation by the buyer himself or his agent, poor maintenance, defective repairs or modifications carried out by a person other than us or our agent without our written consent, natural wear and tear and damage caused by negligence, improper handling and/or damage. The warranty obligation shall cease in the case of resale or transfer within the warranty period and use of non-original accessories or spare parts. Deliveries and repairs of spare parts do not extend the warranty period.

11.11 We shall only be liable for the parts which we have purchased from the subcontractor prescribed by the buyer within the scope of our own warranty claims against the subcontractor.

11.12 In the case of products manufactured according to design specifications, drawings or models of the buyer, our liability does not extend to the accuracy of the construction, but is limited to the correct execution in accordance with the buyer's specifications. In such cases, the buyer shall indemnify and hold us harmless in the event of any infringement of industrial property rights. If parts are manufactured according to the buyer's design specifications and drawings, our warranty shall be limited to the conformity of the version agreed in writing with the documents, but does not extend to the functionality and suitability of the parts for the use intended by the buyer. We do not accept any liability for commissioned repairs or for alterations or modifications of old and third-party goods as well as for the delivery of used goods.

11.13 Insofar as we act in an advisory capacity or provide technical information and this advice does not form part of the contractually agreed scope of services that we are obliged to provide, these services shall be limited to entrepreneurs and only provided to the extent permitted by law.

11.14 As from the beginning of the warranty period, we shall assume no further liability than that stipulated in this section.

11.15 In the absence of any agreement to the contrary, the buyer shall bear all additional costs incurred by us for repairs, dismantling, assembly and transport if the location of the delivery item deviates from the contractually agreed destination or - if no destination has been indicated - from the place of delivery.

11.16 Should we use products purchased from third parties, the buyer must first contact the manufacturer of the products in case of defects. Our warranty claims arising from the purchase of the products are transferred to the buyer, who is consequently obliged to inform us of any product defects. We will then disclose the name and address of the manufacturer of the product. If the buyer is a merchant, we are entitled to demand that the buyer first take legal

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action against the manufacturer of the product on the ground of transferred warranty claims, provided that taking legal action is not unreasonable and claims against the manufacturer are not de facto worthless due to lack of funds. If judicial assertion fails or is unreasonable due to the manufacturer's lack of funds, the buyer shall be entitled to warranty claims in accordance with section 11.

## 12. Liability

12.1 It is expressly agreed that we shall not be liable to pay the buyer any compensation for personal injury, damage to goods that are not subject of the contract, other damages and for loss of profit, unless the circumstances of the individual case indicate that the seller is guilty of gross negligence. The reversal of the burden of proof in accordance with Section 1298 of the Austrian Civil Code (ABGB) is excluded.

12.2 The object of purchase only provides the level of safety which can be expected on the basis of compliance with approval regulations, operating instructions, our regulations on the handling of the object of purchase - in particular with regard to possibly prescribed inspections - and other indications given.

12.3 All claims for damages arising from defective deliveries and/or services which are not expressly acknowledged by us must be asserted by judicial process within one year after expiry of the contractually stipulated warranty period, otherwise the claims shall expire.

## 13. Consequential damages

Unless otherwise specified in these General Terms of Delivery, liability towards the buyer for production stoppage, loss of profit, loss of use, loss of revenue or any other economic or indirect consequential damage is excluded.

## 14. Reasons for relief

14.1 In the event that any circumstances beyond the control of one party occur which could not have been foreseen, such as natural disasters, war, labour disputes (including strikes), hacker attacks, traffic and operational disruptions, fire and explosion damage, government import and export restrictions, epidemics or pandemics (including severe acute respiratory syndrome-related coronavirus (Coronavirus, i.e. SARS-CoV-1 and SARS-CoV-2 (Covid-19)) or government orders ("Force Majeure") and which prevent or hinder the affected party to perform its contractual obligations ("Force Majeure Event"), such affected party shall be relieved from its contractual obligations for the duration of the Force Majeure Event and to the extent of its effects. This shall also apply if a Force Majeure Event occurs at a subcontractor of the affected party and therefore cannot fulfil its contractual obligations. The obligation to make payments is not affected by this suspension.

14.2 The affected party must therefore only resume to fulfil its obligations after the Force Majeure Event has passed. However, such an extension of time shall not affect the duration of the agreement.

14.3 In the event of a Force Majeure Event, the affected party shall (1) inform the other party as soon as possible, at the latest 7 days after the knowledge of the occurrence in writing of the Force Majeure Event, describe in reasonable detail the circumstances and period to the delay in performance; and (2) make commercially reasonable and proportionate efforts to fulfil (or resume) its obligations as soon as possible (and to the extent possible).

14.4 The affected parties shall be entitled to an extension of the deadline for the performance of their obligations under the agreement and the (pro-rata) payment of the (partial) supplies and services already provided.

14.5 Each party shall bear its own costs arising out of or in connection with a Force Majeure Event, without right to compensation of costs by the other party. Should a Force Majeure Event last more than 12 (twelve) months, the affected party shall have the right to withdraw from or terminate the agreement.

14.6 In the event of termination of the agreement due to a Force Majeure Event, neither party shall have the right to claim damages from the other party for total or partial non-performance of the agreement.

14.7 After the end of the Force Majeure Event, the parties shall mutually agree upon a possible subsequent delivery for any deliveries not effected during the period of the Force Majeure Event, considering the interests of both parties.

## 15. Court of jurisdiction, applicable law, place of fulfilment

15.1 The place of jurisdiction for all disputes arising from or in connection with the contract is the competent Austrian court at our registered office. We may, however, also resort to the court with jurisdiction for the buyer.

15.2 The contract is subject to Austrian law.

15.3 In the event that the buyer's registered office is outside of the European Union (EU) and unless otherwise agreed in writing, all disputes between the buyer and us shall be finally settled by one or more arbitrators appointed in accordance with the Rules of Conciliation and Arbitration of the International Chamber of

Commerce in Paris. The place of arbitration is Vienna. The court of arbitration shall decide in accordance with Austrian substantive law.

15.4 The application of the United Nations Convention on Contracts for the International Sale of Goods and comparable international agreements is excluded.

15.5 Our registered office shall be considered the place of performance for delivery and payment, even if it is agreed that delivery shall take place at a different location.

## 16. Legal successors and assigns

Orders are binding for the legal successors and authorised assigns of the buyer and seller. An assignment of rights or a transfer of obligations from a contracting party to a third party requires the prior written consent of the other contracting party (which may not, however, refuse without justification).

## 17. Information on protecting extrusion tools against corrosion

17.1 Tool maintenance:

The concentration of the cleaning agent must be dosed in the prescribed quantity in the ultrasonic bath. Spare parts that come into contact with cooling water must first be tested for corrosion resistance. Only lubricants that do not promote corrosion in conjunction with steel should be used. Welded joints must be stained or reworked. Annealing colours reduce corrosion protection.

17.2 Tool storage:

Tools should ideally be stored in a dry place and at a humidity of less than 70%. In the case of higher humidity, corrosion protection agents must be applied over the entire surface. Environmental influences, in particular the formation of water droplets and contamination by milling dust, should be avoided.

17.3 Cooling water:

The cooling water must be regularly checked for its chloride and iron ion content and replaced. A value of less than 10 ppm chloride and less than 1.5 ppm iron is recommended to prevent corrosion. The water should have a pH value in the neutral range (pH 7).

## 18. Compliance

The buyer undertakes at all times during this agreement to comply with the current version of the Greiner Code of Conduct, [https://www.greiner.com/fileadmin/user\\_upload/Downloads\\_Dokumente/8\\_2020\\_Code-of-Conduct\\_EN\\_web.pdf](https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf), and all applicable laws and regulations in force, in particular the U. S. Foreign Corrupt Practices Act of 1977 (as amended from time to time) as well as all applicable antitrust, competition and anti-corruption laws. Neither the buyer nor the persons acting on his behalf, in particular executive employees, employees or representatives, shall offer or accept, directly or indirectly, unauthorized payments or gifts to or from third parties, including their employees, executive employees or officials, representatives of a government agency or authority or a political party or their candidates. The buyer undertakes to ensure that his own buyers at least comply with guidelines similar to the Greiner Code of Conduct. We reserve the right to inspect the buyer at any time during business hours after prior written notice regarding compliance with the terms of this agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, we reserve the right to terminate this agreement at any time and with immediate effect by written notice to the buyer.

## 19. Severability clause

19.1 The contract concluded with the buyer remains binding even if individual provisions of the contract or of these General Terms of Delivery are or become legally invalid.

19.2 Invalid provisions or conditions are to be replaced in good faith by a valid provision or condition which comes as close as possible to the purpose of the invalid provision or condition and ensures that the economic purpose of the contract is achieved.