

GENERAL TERMS AND CONDITIONS OF
UNGER VEREDELUNGSTECHNIK GMBH

1. Scope of Application

1.1. These General Terms and Conditions cover all aspects of the relationship with co-contractors of Unger Veredelungstechnik GmbH. All offers, deliveries and services of Unger Veredelungstechnik GmbH are carried out exclusively on the basis of these terms and conditions. When placing an order the co-contractor (hereafter also referred to as "Customer") accepts these General Terms and Conditions.

1.2. Any deviant, contradicting, or otherwise complementary terms and conditions shall not constitute part of the agreement unless they have been expressly agreed to in written form. The validity of any previous terms and conditions is herewith expired.

1.3. The provisions of "Materialanforderungen an von Kunden beigestellten Materialien" of the Unger Veredelungstechnik GmbH remain valid and supplement these General Terms and Conditions, if they were sent to the Customer after placing of his order. If individual provisions of these "Materialanforderungen" contradict the General Terms and Conditions, the General Terms and Conditions prevail.

2. Conclusion of Contract

2.1. Any offers and prices of Unger Veredelungstechnik GmbH are not binding and become binding only with the written confirmation of order. Orders have to be placed exclusively in written form. If the order and the confirmation of order diverge in substance, the content of the confirmation of order is applicable unless the Customer does not protest immediately after receipt of the confirmation of order against any respective deviations in written form. When an order is placed, the type of finish has to be designated unequivocally and all necessary information which is required for the correct execution of the order has to be provided. Any consequences for incorrect, inaccurate or incomplete information when placing an order have to be born by the Customer. Technical changes and changes in form, color and/or weight are subject to reasonable modification unless other provisions in written form have expressly stated otherwise (technical delivery regulation). Unger Veredelungstechnik GmbH shall only comply with generally recognized codes of practice, applicable security regulations and agreed-upon technical data for its production.

2.2. Any supplementary agreements exceeding the contents of the written contract are only valid when confirmed and signed by a director of Unger Veredelungstechnik GmbH who is authorised to represent the company.

3. Conditions of Payment

3.1. All prices are quoted ex works in Euro plus costs for transport and packaging. Prices are payable net without cash discount unless other provisions in written form have expressly stated otherwise.

3.2. Unger Veredelungstechnik GmbH is entitled to charge for any services provided on a time and material basis unless otherwise agreed. All prices are considered net prices to which the legally applicable value added tax has to be added unless explicitly stated otherwise. If no objection against the invoice has been raised within 14 days, it is considered approved.

3.3. In case of a delay in payment, the applicable interest rate is 8 percentage points above the bank base rate. In such case, the Customer shall also bear any expenses for services of a collection bureau and legal fees of a respective lawsuit.

3.4. The offset of any claims against Unger Veredelungstechnik GmbH shall only be possible if such claims are not contested, have become res judicata, or in case a bankruptcy proceeding has been initiated against Unger Veredelungstechnik GmbH.

4. Value Adjustment

4.1. The prices of Unger Veredelungstechnik GmbH are adjusted according to the consumer price index. The valuation standard will be the consumer price index 2010 released on a monthly basis by the Federal Agency for Statistics Austria (Bundesanstalt Statistik Österreich). Deviations of the index numbers will be adjusted accordingly each year. Future adjustments will be made in January of the following year in accordance with the percentile change of the original base index in comparison with the most recent base index. This system shall be applied in the following years in the same manner. If the aforementioned index ceases to be published, Unger Veredelungstechnik GmbH is entitled to apply another comparable index.

5. Delivery Times

5.1. Delivery times are only valid if they have been explicitly confirmed by Unger Veredelungstechnik GmbH. Delivery periods start at the earliest after an order has been placed; however, not before all details of the order have been clarified, all materials and documents that have to be provided by the Customer are made available, and any potential advance payments have been received. The delivery time ends on the day, on which the goods leave the factory or are ready for pick up. The general delivery period is 7 work days unless other provisions in written form have expressly stated otherwise.

5.2. If the Customer requests any changes that might affect the production time after the order has been placed, the delivery period restarts when the request with the changes is received.

5.3. If a delivery period has not been explicitly agreed upon, a reasonable, average delivery period applies.

5.4. Unger Veredelungstechnik GmbH is not liable for delays in delivery or service due to force majeure and due to events that severely impede the delivery or make it impossible, even if such events occur at suppliers of Unger Veredelungstechnik GmbH, and even if such delivery times and periods have been specifically agreed upon as binding. However, Unger Veredelungstechnik GmbH shall inform the Customer immediately about the expected delay, if a delivery period has to be extended for any of the above reasons. The Customer shall only be entitled to withdraw from the contract if the delay exceeds four weeks, if after these four weeks he has given a grace period of two more weeks for fulfilling the contractual obligations and if Unger Veredelungstechnik GmbH let the grace period pass by. No compensation for damages shall apply in such case. In case of a withdrawal from contract or at the occurrence of an event that renders the execution of the contract impossible, Unger Veredelungstechnik GmbH is entitled to compensation for services provided until the withdrawal has been declared or until the respective event has actually occurred.

5.5. The Customer accepts minor delays of the delivery period and waives any right to compensation or withdrawal from contract in such cases.

5.6. Any default of acceptance on behalf of the Customer does not affect the right of Unger Veredelungstechnik GmbH to charge for its services. The due date for payment is also not affected in such case.

6. Transfer of Risk

6.1. When the goods leave the factory, are being handed over to the person carrying out the transport or when the Customer has been informed that the goods are ready for pick up, the risk of loss or accidental deterioration is transferred to the Customer.

7. Warranty and Liability

7.1. The Customer shall inspect the condition of the delivered goods immediately upon receipt and shall notify Unger Veredelungstechnik GmbH of any potential deficiencies within one week in written form in addition to providing all respective evidence in this period. The notification of defects must be made before the delivered goods have been processed in any way.

7.2. If the asserted deficiencies have been verified, Unger Veredelungstechnik GmbH is entitled to a correction of the defects within a reasonable grace period.

7.3. If Unger Veredelungstechnik GmbH does not exercise its right to a correction of the defects, or to a replacement delivery, or in case such actions were not possible, then the due compensation shall not exceed the proven manufacturing costs in exchange for the respective goods. The Customer shall have no claim to additional compensation, in particular for loss of profit or loss of production.

7.4. Minor deviations in color or material, as well as minor deviations of the technical parameters and other deviations of the finish are accepted by the Customer and do not grant any basis for claims, unless other provisions in written form have expressly stated otherwise.

- 7.5. All warranty claims against Unger Veredelungstechnik GmbH expire at the latest six months after delivery of the goods. Any claims for compensation against Unger Veredelungstechnik GmbH expire six months after knowledge of the damage and of the tortfeasor has been obtained, at the latest, however, three years after the damage has occurred.
- 7.6. The Customer is not entitled to withdraw from the whole contract if defects are only pertaining to parts of the delivery. A notification of defects does not entitle the Customer to retain the payment; the Customer herewith explicitly waives any such right.
8. Disclaimer of Warranty
 - 8.1. Unger Veredelungstechnik GmbH shall not be liable for any consequential damage; in particular it shall not be liable for loss of profit or damages to third parties.
 - 8.2. Moreover, Unger Veredelungstechnik GmbH shall not be liable for costs of an inspection report, other additional expenditures which have not been expressly agreed upon, or damages that were caused due to already existing defects in the raw material or due to generally insufficient quality of the raw material, if the raw material was provided by the Customer or his agents.
 - 8.3. Unger Veredelungstechnik GmbH is not liable for damages caused by ordinary negligence.
9. Retention of Title
 - 9.1. The Customer gives in pledge the goods intended for finish for all claims of Unger Veredelungstechnik GmbH pertaining to their contractual relationship.
 - 9.2. Moreover, Unger Veredelungstechnik GmbH shall have a right of retention regarding the given goods for all present and future claims, irrespective of whether they are due or not. The Customer confirms with his order based on these General Terms and Conditions that the goods provided for the finish are his unencumbered property are free of any obligations that might impede the execution of the right of retention.
 - 9.3. Delivered goods that have originally been in the property of Unger Veredelungstechnik GmbH or have its property through the finish remain in the property of Unger Veredelungstechnik GmbH until full payment has been received.
 - 9.4. In case of a delay of payment, a notification of the suspension of payment, or in case a reason for the initiation of a bankruptcy proceeding, e.g. over-indebtedness or insolvency, against the Customer applies, any changes, processing or further finish of the delivered goods by the Customer or his agents is prohibited. Instead he shall release the delivered goods immediately upon request of Unger Veredelungstechnik GmbH.
 - 9.5. In case of conversion, fusion or mixture with material that is not in the property of Unger Veredelungstechnik GmbH, the Customer or his agents do not obtain ownership of any goods newly created in such way.
 - 9.6. In case of a sale of delivered goods that have not been paid in full by the Customer, the Customer shall immediately upon request provide information to Unger Veredelungstechnik GmbH about the sale and all circumstances related to the sale, in particular details on the buyer and information on all claims against the buyer.
10. Intellectual Property
 - 10.1. The Customer shall indemnify Unger Veredelungstechnik GmbH in full regarding any claims by third parties with respect to intellectual property infringements or trademark infringements in connection with the order placed.
 - 10.2. Unger Veredelungstechnik GmbH is entitled to use pictures of the finished goods, even taken during the production process, prototypes as well as leftover goods and specimen for marketing purposes unless the Customer has explicitly prohibited such action.
11. Control of Raw Material and Samples of Merchandise
 - 11.1. Unger Veredelungstechnik GmbH is not obligated to control the samples of merchandise or raw materials provided or examine them for any potential defects.
 - 11.2. The samples of merchandise and raw materials must be of such quality and in such condition that they do not impede the required finishing or might cause any damage to the manufacturing machines.
12. Non-disclosure Clause
 - 12.1. The co-contractor shall not disclose any information which he obtained on the basis of the contractual relationship with Unger Veredelungstechnik GmbH to third parties.
 - 12.2. In case the contract does not materialize, the co-contractor shall return all material, documents and samples including any existing copies immediately to Unger Veredelungstechnik GmbH.
 - 12.3. The co-contractor shall pay for each breach of this clause a contractual penalty of EUR 100.000,00 and expressly waives any right to reduction of this penalty by judicial discretion. If damage caused by such breach exceeds the contractual penalty, then Unger Veredelungstechnik GmbH is entitled to full compensation by the co-contractor and is not limited to the amount stipulated by the contractual penalty.
13. Governing Law and Jurisdiction
 - 13.1. The contractual relationship which is based on these General Terms and Conditions is exclusively governed by Austrian law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
 - 13.2. All disputes arising out of or in connection with the contractual relationship which is based on these General Terms and Conditions shall exclusively be settled by the court that has jurisdiction over any commercial disputes in the first district of Vienna, Austria.
14. Severability Clause

If individual provisions are invalid or become invalidated, it has no effect on the validity of the remaining provisions of the General Terms and Conditions. The contracting parties shall replace an invalid or invalidated provision with such provision that comes closest to the purpose of the replaced provision.