

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Area of Application

These hereby stated General Terms and Conditions of Purchase shall, unless explicitly agreed otherwise, apply to all procurement procedures by Vetropack Austria GmbH and its associated companies based in Austria (Vetropack). Other conditions shall only be acknowledged if accepted in writing by Vetropack prior to the receipt of the order confirmation.

### 2. Order

Only orders made in writing shall be legally valid. Orally placed orders, as well as changes or amendments to orders shall require Vetropack's written approval. Offers and cost estimates submitted to Vetropack shall be prepared free of any charges and expenses, regardless of any possible preparatory work.

### 3. Confirmation of Orders

Should Vetropack so require orders shall be confirmed immediately and in writing by way of the order confirmation attached by Vetropack, otherwise it shall be assumed the Supplier implicitly accepts Vetropack's conditions.

### 4. Place of Performance, Packaging

The destination or recipient, respectively, specified on the order shall be considered as the place of performance. Place of payment shall be Vienna or, at Vetropack's discretion, the seat of the factory receiving the goods. The goods shall be packaged appropriately and perfectly in order to avoid damage caused by transportation. All costs and expenses for packaging, handling and loading shall be included in the purchase price. Returnable packaging shall on principle be returned free of charge and at the Supplier's risk and costs.

### 5. Shipment and Sub-Suppliers

Always the lowest-priced carriage and delivery possibilities shall be selected unless shipping instructions are made by Vetropack itself. The Supplier shall undertake to comply with the prescribed shipping provisions without fail. In all cases, the risk of transport shall be borne by the Supplier. The Supplier shall also be liable for any damages or costs caused by wrongly or badly addressing the shipment, inaccurate or false freight preparation (telephone charges, costs for return freight, truck demurrage charges etc.). Without appropriate shipping documents, a delivery shall not constitute fulfilment of an order; in such case, the delivery shall be stored at the Supplier's costs subject to further legal rights. Transfer of orders in whole or in part to sub-suppliers shall be subject to Vetropack's prior written consent. In any case, the Supplier itself shall also remain responsible for complying with these General Terms and Conditions of Purchase. The sub-supplier shall specify the customer in all documents.

### 6. Delivery, Delay in Delivery

The delivery dates specified by Vetropack shall be binding. The goods shall be available on the specified delivery date at the specified shipping address. Partial deliveries can only be made upon Vetropack's explicit written approval or charged as such. In the case of delays in delivery Vetropack shall have the right to withdraw in whole or in part from the contract without setting another deadline, without prejudice to additional legal claims or to insist on the delivery and, in any case, request compensation for any damage incurred. Upon withdrawal, Vetropack shall have the right to stock up in the scope of the ordered goods at the Supplier's costs. Cash-on delivery shipments shall only be accepted by Vetropack upon prior agreement.

### 7. Payment

At Vetropack's discretion, payments shall be made either within 14 days with a deduction of a 3% discount or within 90 days net. The payment term shall commence upon the day of receiving the invoice at the place of delivery, however, at the earliest, upon Vetropack receiving the complete, and faultless goods. When settling the invoices Vetropack may utilize all legally permissible offset possibilities. Payments shall neither be interpreted as an acknowledgement of orderly deliveries nor as a waiver of contractual claims (warranty and/or compensation for damages). The Supplier shall indicate the transfer of a claim vis-à-vis Vetropack at least two weeks prior to such transfer. In a particular case, Vetropack can refuse to consent to such transfer. Original invoices shall not be enclosed in the shipment.

### 8. Warranty and Compensation for Damages

The Supplier shall warrant, as well as shall be liable for executing the delivery in compliance with the order. Acceptance of the goods or services shall be effected as far as and as soon as feasible in compliance with orderly business routines. The warranty period shall amount to two years for movables and three years for immovables. It shall commence upon acceptance of the goods or, in the case of concealed defects, upon discovering such defects. In the case of a warranty case, irrespective of other legal possibilities,

Vetropack shall have the right to require subject to its choice cancellation of the contract, exchange, correction or adequate reduction of the payment even if remedying the defect is possible and feasible. In urgent cases Vetropack shall have the right to engage substitute performance or to engage substitute performance by a third party. The Supplier shall bear all costs incurred to Vetropack due to faulty delivery, especially transportation, shipping, labour or material costs. The faultiness of deliveries and performances upon delivery or execution shall be refutably assumed if a defect occurs within the warranty period. Vetropack shall give notice in writing or orally of hidden defects after they become known, however at the latest within the agreed warranty period. The obligation to give notice of defects according to the commercial law (Article 377 of the Austrian Commercial Code (Austr. abbreviation UGB)) shall be mutually waived.

### 9. Force Majeure

In the case of force majeure, such as war, war-like events, natural catastrophes and corporate strikes Vetropack shall be exempted from the obligation to accept supplies for the duration of the disruption and shall have the right to withdraw from the contract without constituting any claims on the part of the Supplier. Cases of force majeure, which prevent the Supplier from complying with its obligations, shall be immediately reported in writing to Vetropack. For the duration of such events the contractual obligations shall be considered as discontinued.

### 10. Confidentiality

All documents, data, designs, samples, models, patterns and other means given to the Supplier by Vetropack shall remain Vetropack's intellectual property. They shall not be used for other purposes, reproduced or made accessible to third parties by the Supplier and shall be treated as confidential. The Supplier shall transfer this obligation of secrecy to all persons which may get access to specified documents. Confidential information may only be used within the framework of the business relationship with Vetropack. If so required, upon termination of the order, all confidential documents must be returned to Vetropack.

### 11. Third-Party Rights

The Supplier shall guarantee that its supplies and performances are free from any third-party rights. The Supplier shall hold Vetropack harmless with respect to all third-party rights connected to deliveries, guarantee unrestricted use of the delivered goods and reimburse Vetropack all costs, expenses and other disadvantages arising from a restricted use. The Supplier shall indemnify Vetropack with respect to any third-party claims arising from the violation of public safety regulations. The Supplier warrants that at the time of acceptance there were no security interests of third parties of whichever kind with respect to the supplied goods, otherwise Vetropack shall have the right to reject acceptance and require immediate delivery of unencumbered goods, as well as compensation.

### 12. Advertising

Referral in advertising materials to the existing business connection shall only be permitted subject to Vetropack's explicit prior consent.

### 13. Choice of Law and Jurisdiction

The competent court at the place of performance of the delivery shall have jurisdiction as regards the subject matter. All legal relationships subject to these General Terms and Conditions of Purchase shall be subject to Austrian law excluding the conflict of law provisions and the UN-Convention on Contracts for the International Sale of Goods.

### 14. General

Execution of the order by the Supplier shall be considered as acknowledgement of Vetropack's General Terms and Conditions of Purchase. This shall also apply to subsequent deliveries unless otherwise agreed to variations from above specified provisions and confirmed in writing. Should a provision of these General Terms and Conditions of Purchase be or become invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision which comes as close as possible to the Parties' initial intention.