

GENERAL TERMS OF SALE AND DELIVERY

of HCM packaging&solutions GmbH

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1. General

For hcm packaging&solutions GmbH the abbreviation "HCM" shall hereinafter be used; the contractual partner of HCM shall hereinafter be referred to as "Customer". The present general terms of sale and delivery shall hereinafter be referred to as "TOS".

2. Applicability of the TOS

The TOS shall apply to the extent that no deviations have been expressly agreed upon in individual cases, not just with regard to the individual business transaction that has been expressly agreed on, but also with regard to all further business transactions with the Customer.

HCM reserves the right to modify the TOS. The modified TOS shall apply from the moment of their first use vis-à-vis the Customer.

Any conflicting conditions of the Customer are not accepted and shall not form part of any contract; they shall be considered contradicted by HCM, even if this is not expressly stated in individual cases.

3. Offers

All offers made by HCM are non-binding, insofar as they have not been expressly designated as binding.

4. Conclusion of contracts

Contracts between HCM and its Customers first enter into existence following the submission of a written order confirmation by HCM.

The contents of the order confirmation shall irrefutably contain the contents of the agreement in its entirety to the extent that the Customer does not without delay on the same calendar day following receipt dispute this.

5. Printing and production templates

In the event that HCM provides the Customer with printing and/or production templates, the Customer must examine and approve these without delay; in absence of any statement to the contrary within 5 workdays, the Customer shall be considered to have given his approval.

6. Samples

If, before production, HCM provides the Customer with a sample upon the latter's request, the development, production and submission of this sample shall only be free of charge if an actual transaction with this Customer regarding the sampled product takes place. A transaction shall not be considered to have taken place if no order is received within two months following the submission of the sample. In this case HCM is entitled to a fixed sum of € 300,- as compensation for the development, production and submission of the sample.

7. Pricing

The prices as indicated by HCM include freight costs but no turnover tax and ARA-service costs insofar as nothing to the contrary is expressly agreed upon.

Should the Customer require a special shipping method resulting in higher costs, HCM shall be entitled to charge such additional costs accordingly.

The costs for a transport insurance are not included in the price. If the Customer wishes for insurance coverage, it shall be upon the Customer to obtain this coverage.

The Customer is responsible for the unloading of the products. Unloading costs are as such also not included in the costs in case of freight paid-delivery.

8. Delivery periods

All delivery periods are, insofar nothing to the contrary is agreed upon, not binding upon HCM to the extent that HCM is entitled to use an appropriate extension of delivery periods if this is necessary due to external circumstances.

9. Deviations

9.1. Weight and quality

Deviations in the characteristics of the products with regard to adhesiveness, sewing, print, color, material and weight do not constitute defects to the extent that they are customary in the industry.

No liability is assumed for circumstances already apparent in printing and production specifications approved by the Customer.

9.2. Sizes

Size specifications are, insofar as nothing else is expressly indicated, to be understood as specifications of the internal dimensions in the order of length – width – height. For corrugated paper board plates, the first size refers to the wavy line. Sizes are always indicated in millimeters.

Marginal deviations in size occurring especially as a result of the nature of the material used or its processing do not constitute a defect.

9.3. Quantities

A delivery with an exact quantity is only ensured if expressly agreed.

In other cases HCM is entitled to the following surpluses or shortages in delivery:

Order quantity up to 500	up to 20%
Order quantity 500 up to 3000	up to 15%
Order quantity 3000 up to 5000	up to 10%
Order quantity over 5000	up to 5%

Even in case of agreement on delivery with an exact quantity, HCM shall not be held liable for minor counting and sorting errors.

10. Partial deliveries

HCM is entitled to provide partial deliveries and to treat these as complete deliveries for invoicing purposes.

11. Delay in acceptance

If the Customer does not accept the products upon timely delivery, HCM is entitled to store the products at a freight company of its choice at the expense and risk of the Customer and invoice the Customer a storage fee in the amount of € 2,50 per calendar week and storage place (pallet size) started, furthermore separately invoice the additional transport costs.

In addition, HCM shall be entitled to present the Customer with an extension period for the acceptance with an express indication of the fact that the products shall be destroyed at the expense of the Customer after expiry of this additional period. The extension period must be appropriate, but shall in no case have to exceed three months.

If the Customer disposes within the extension period, HCM shall invoice the costs of the new delivery separately.

12. Tools and other aids

Any tools and other aids necessary for individual orders (cutting tools, printing plates, lithographic plates, etc.) not provided to HCM by the Customer shall be invoiced separately. If the related costs are not yet known at the time of conclusion of the contract, HCM shall in this regard provide the Customer with an additional offer as soon as possible; this offer shall be considered as accepted if the Customer does not contradict it within one week.

HCM shall store such tools for any subsequent orders at the risk of the Customer for a duration of 2 years, without invoicing storage costs. After that, HCM shall invoice the Customer an amount of € 60,- per stored tool for every six months in advance. If such an invoice is not settled, HCM is entitled to end the storage and dispose of (destroy) the items concerned.

The above paragraph also applies to tools and aids made available by the Customer, however in this case the Customer can retrieve these before expiry of the two months following issuance of the unpaid invoice.

13. Industrial property rights

With regard to all requirements (in particular trademark rights, design rights and patents) that the Customer wishes to be met for the performance of an order, the Customer is liable for the circumstance that, in the performance of the order concerned, no industrial property rights of third parties (in particular trademark rights, design rights and patents) are infringed upon.

HCM is on the other hand liable for the circumstance that the product characteristics developed by HCM do not infringe upon any third-party industrial property rights (in particular trademark rights, design rights and patents).

Industrial property rights accrued by HCM in the course of product development shall always remain with HCM.

14. References

The Customer expressly consents to the registration of its data and the display of products created for it in reference directories of HCM and similar documents.

The Customer moreover expressly confirms that all data provided to HCM for the realization of the desired product characteristics, such as in particular brands, samples, designs, logos or any other protected logotypes and symbols of third parties can be included in reference directories of HCM and

similar documents and that the Customer shall in this regard indemnify and hold harmless HCM in all events.

15. Defects

Apparent defects of products delivered by HCM must be reported in writing without delay, in any event within 5 workdays after arrival of the products to the Customer, hidden defects within this same period following their first appearance.

HCM is to be provided with the opportunity to inspect the reported defects on location.

HCM is, in the event of a defect, moreover entitled to opt for rectification or exchange (additional delivery) of the affected products in order to correct the defect, or to grant the Customer an appropriate price reduction.

Only in the event of unsuccessful rectification or exchange within an appropriate time period can the Customer claim a price reduction or conversion.

Warranty claims shall exist only in relation to the portion of the delivered products affected by the defect and shall in particular not entitle the Customer to assert a price reduction or conversion with regard to delivered products without defects.

16. Terms of payment

Invoices of HCM are, insofar as nothing to the contrary has been agreed upon, due payable within 5 days after invoicing date with 2% discount or otherwise due payable in full within 30 days. Payments are to be performed exclusively by bank transactions. Employees of HCM are in particular not authorized to perform encashments.

If a Customer is in default with a payment, HCL is entitled to suspend the delivery of further orders until the default is rectified or – if it so opts – require advance payments for further deliveries.

HCM is also entitled to exercise this right in the event of a substantial deterioration of the financial situation of the Customer.

Costs related to the out-of-court and court-enforced collection of claims of HCM shall always be borne by the Customer.

17. Retention of title

All products delivered by HCM shall remain property of HCM until they have been fully paid for.

18. Crediting of payments

Payments made by Customers shall be credited first against ancillary costs, then against interest and capital. In the capital segment, the crediting shall always occur against the oldest debt. If however both unsecured debts and debts secured by a retention of title exist, crediting shall first be done against the unsecured debt.

Opposing dedications made by the Customer shall not be taken into account and shall be considered to have been contradicted by HCM also without a separate statement to that effect.

19. Telephone recordings

Telephone calls may, on a random basis, be registered or recorded with the purpose of the continuous improvement of HCM's services. The Consumer herewith expressly consents to this registration and recording of telephone calls.

20. Blanket orders

For blanket orders, the special terms of sale and delivery for blanket orders ("blanket TOS") apply in addition (and shall take precedence over the present TOS in the event of any contradictions).

21. Applicable law, jurisdiction

All business of HCM shall exclusively be governed by Austrian law, in the absence of any agreement to the contrary under the express exclusion of the provisions of the UN Sales Convention.

The court competent in rem for Vienna – Inner City shall have exclusive jurisdiction for all disputes arising from or in connection with legal acts of HCM. HCM is however entitled to bring its claims at another venue to the extent that a decision of the Viennese court would be unable to be enforced against the Customer.

22. Closing provisions

Modifications of or supplements to contracts between HCM and customers must be in writing, whereby the written confirmation of HCM shall suffice insofar as it is not contradicted by the Customer without delay. Both parties herewith in advance waive the possibility to deviate from this requirement in any other manner than by written agreement.

Any statements that must be made in writing can also be made by means of e-mail.

If a provision of these TOS is or becomes invalid, the validity of other provisions shall remain unaffected. Both parties are obligated to use a valid replacement which meets the commercial purposes of the invalid provision as much as is possible.