

## 1. GENERAL

The following general terms and conditions ("Terms and Conditions") are valid for all contracts concluded with plasticpreneur gmbh, having its registered seat in Suppanstraße 69, 9020 Klagenfurt, Austria, registered with the commercial register under FN 525888 s, especially for sales and delivery agreements as well as service agreements, by which we sell and/or deliver goods or provide services. The non-applicability of the Terms and Conditions must be agreed in written form.

The use of the term „Buyer“ refers to the contractual partner which ordered either the delivery of goods and products or the rendering of services.

Any provisions or rules which are contrary to or deviate from the Terms and Conditions, in particular Buyer's terms and conditions or any other business terms, shall only be applicable, if we accepted them explicitly in writing in advance. By placing an order or by acceptance of our delivery or service the Buyer accepts the Terms and Conditions.

The Terms and Conditions are not only applicable for the current corresponding order but also for all future orders by the Buyer, even if no express reference is made to the Terms and Conditions.

## 2. OFFERS, ORDERS, AGREEMENTS

Our offers are understood without engagement, unless they are expressly defined as binding. Our offers are valid for one month, if not indicated differently in our offer.

Our offers do not represent a binding offer in the legal sense, but only a request to the Buyer to make a binding offer based on the conditions of our offer. The contract between the Buyer and us shall only come into effect after we have accepted the Buyer's offer by issuing a written acceptance letter or our invoice (e.g., by email).

## 3. PRICES

Our prices are stated in Euro, unless expressly otherwise agreed.

Freight costs are stated separately in our offer. Freight costs, customs duties or other public levies, taxes or charges are stated separately in our offer and have entirely to be borne by the Buyer. In case of ordering services, e.g., workshops, the Buyer shall pay our travel expenses as indicated in the offer. The indicated costs are generally valid for 4 weeks.

In case of an increase of the costs, e.g., freight costs, travel expenses, or other charges after conclusion of the contract, we will inform the Buyer immediately and are entitled to charge the increased costs correspondingly.

## 4. DELIVERY, PROVISION OF SERVICES

The date of delivery of goods or provision of services indicated in our acceptance letter is to be considered only as approximate date, not a fixed one. We assume no liability for these dates.

If not expressly agreed or instructed with the Buyer in due time, we shall have the right to choose the mode of dispatch of goods and products and may contract for carriage on usual terms at the Buyer's risk and expense. Any additional costs incurred, irrespective of its reason (e.g., express, air freight, drayage, customs duty), have to be borne by the Buyer.

## 5. TRANSFER OF RISK

After proper delivery of our goods to carriers or their agents, or to our own personnel engaged for the transport of the goods, our deliverables are considered to be accomplished and the goods are considered to be passed into the possession of the Buyer. Simultaneously the risk shall pass to the Buyer.

Where applicable, we dispatch the operating instructions and technical instructions together with the goods and products. The operating and technical instructions will also be available in electronic form, if the Buyer requests so.

After the risk concerning the goods has passed to the Buyer, we shall organise suitable insurance of the goods at the Buyer's expense only if expressly instructed to do so by the Buyer. We will not accept liability for any damage due to the Buyer's failure to insure the goods.

The Buyer must obtain at his own risk and expenses any import licence, customs duty, or other official authorization (e.g., pre inspection) and carry out, where applicable, all customs formalities for the import of the goods and for their transit through any country. Any additional costs incurred in this respect, irrespective of its reason, have to be borne by the Buyer.

Any damages and loss occurred after the transfer of possession are to be borne by the Buyer, even if they are due to the fault of third parties, acts of governments, or force majeure.

## 6. TERMS OF PAYMENT

Terms of payment are applicable as agreed separately. If not expressly otherwise agreed, statutory default interest will be charged in case of default or delay in payment.

We only accept payment in Euro and via bank transfer or paypal, free and clear of charges, expenses and deductions. In case that a third party arranges for payment (e.g., a sponsor or NGO), the Buyer will inform us accordingly and the third party has to make the payment with reference to the Buyer as well as the invoice number.

In case of infringement of the agreed terms of payment, we are entitled to suspend temporarily or completely the execution of orders or services.

We are entitled to demand advance payments. If an agreed advance payment is not made within due course, generally within 3 weeks after sending our invoice, we are entitled to withdraw from the contract for good cause.

The Buyer shall be prohibited from setting off any counterclaims, irrespective of their nature, against our claims. Any right of retention of the Buyer, for whatever reason, is excluded.

We may send invoices electronically or in written form (e.g., technical difficulties) at our own discretion.

## 7. NO RESALE OF GOODS AND PRODUCTS

The Buyer is not permitted to resale the goods and products or any parts thereof to third parties for commercial purposes without our prior written consent. The Buyer is entitled to rent or lease the goods and products also for commercial purposes, if we have agreed in advance in writing. The Buyer is not permitted to amend, modify, or adapt the product or any part thereof; to copy or use any part of the product for any commercial purpose; or to remove or alter any logo, copyright or proprietary notice in or associated with the product.

## 8. FORCE MAJEURE

In the event of force majeure, such as epidemics, pandemics, natural disasters, mobilisation, war, civil commotion, strikes, terror, embargos, sanctions, etc., as well as in the event of lack of staff, delays in the delivery of important parts by our suppliers, disruption of operations, transport hindrances or accidents, bans on imports, exports or passage in transit imposed by the authorities and any resulting difficulties, traffic disruptions, transport and customs clearance delays, we shall be entitled either to extend the delivery periods or to withdraw, entirely or partially, from the contract as long as the said events or their consequences persist, excluding any claims for damages on the Buyer's part.

Lock-outs or similar circumstances that render it difficult or impossible for us to deliver the goods shall be considered equivalent to force majeure, irrespective of whether the said circumstances affect us or one of our suppliers.

## 9. WARRANTY

The goods shall be considered defective only if, at the time of the passing of the risk, they lack any feature that is necessary for them to be used for the purpose for which they are typically intended. Defects that do not exist at that time but that appear later shall not entitle the Buyer to assert warranty claims.

The term of warranty shall be six months from the time of the pass of risk. This also applies for hidden defects.

The Buyer shall be obliged to subject the goods to a careful examination immediately upon receipt, in order to ensure that they conform to the contractual specifications; if a defect is discovered, it shall be reported to us in writing within a period of 3 days following the date of delivery. If no such report is filed, the goods shall be regarded as having been approved, unless the defect is of a type that could not have been detected even by an extremely thorough examination. If such a defect is discovered subsequently, the Buyer shall be obliged to notify us immediately in writing, failing which the goods shall be considered as having been approved in their defective state.

In case of warranty we shall have the right to satisfy a warranty claim by means of improvement, replacement, price reduction or redhibition, at our own choice.

If the Buyer is a consumer pursuant to the Austrian Act of Consumer Protection, the statutory warranty regulations shall apply.

## 10. COMPENSATION FOR DAMAGES

Our liability as well as the liability of third parties attributable to us is restricted to wilful intent and gross negligence. In case of slight negligence we accept liability only for personal injury. The Buyer shall bear the burden of proof.

Claims for damages of the Buyer shall become statute-barred within six months of the damage and the party responsible for the same becoming known. If the Buyer is a consumer pursuant to the Austrian Act of Consumer Protection, the statutory regulations shall apply.

Our total liability, for whatever reason, shall be limited to the value (amount) of the contract related to the damages. If such a contract does not exist, our liability is limited to the

# GENERAL TERMS AND CONDITIONS

plasticpreneur gmbh



amount of Euro 15,000 (fifteen thousand).

We shall not be liable for indirect damages, lost profit, loss of interest, lost savings, consequential and pecuniary damages, damages resulting from third party claims, and loss and restoration of data. We shall also not be liable for damages caused by products which have been produced by using our machines.

Our operating instructions and technical instructions are given without engagement and shall not relieve the Buyer from his own examination of the goods and products as to its suitability for the intended purpose or applications as well as any patent rights of third parties.

We are not liable that the delivered goods are free of any intellectual property rights or other rights of third parties.

Any claims for defects or for whatever other reason must be brought to our knowledge in writing immediately after arrival of the goods at the place of fulfilment. In no event the Buyer shall be entitled to claim any replacement delivery or indemnification for any goods already processed.

## 11. EXPORT CONTROL PROVISIONS, ANTI-MONEY-LAUNDRING AND COMPLIANCE

The Buyer commits himself and is obliged to provide without delay at any time on our request all requested information, data and documents, of any nature whatsoever, for the authentication of the Buyer and its ultimate beneficial owners, as it is, for example, necessary for anti-money-laundering laws and provisions or examination of sanction lists (e.g., EU: CFSP list; US: SDN list; UN sanctions) or any other provision or law. The Buyer is obliged to inform us immediately about all changes of already given information, data and documents in course of the present provision.

It is explicitly stated that the fulfilling of our contractual obligations is subject to the condition that the fulfilment is not prevented by any impediments arising out of national or international laws and provisions, in particular, without being limited to it, regarding foreign trade laws, or by any embargos or any other sanctions. If one of the contractual parties is subject to sanctions or embargos and the other party is no longer permitted by law – in particular, without being limited to it, pursuant to foreign trade laws – to trade with the other party, the parties will immediately terminate the business relationship. In this case, each party has to bear its own costs.

The Buyer shall carefully consider and comply with all provisions governing cross-border trade, in particular, foreign trade laws. The Buyer shall use all delivered goods only for peaceful and non-military purposes. Further, the Buyer shall comply with all provisions regarding to anti-corruption, competition law as well as tax law.

## 12. PUBLICATIONS, DESIGNS, IP

The Buyer expressly agrees that we are permitted to publish his name and the existence of our business relationship for any kind of purpose, in particular in order to advertise our goods and services and include the Buyer in a reference list.

Drawings, specifications and all other documentation that have been and will be prepared by us in conjunction with a contract shall remain our property and we shall retain all copyrights therein. We are expressly entitled to use these drawings, specifications and all other documentation for any purpose, including, without limitation, for other projects and sales. The Buyer shall only have the right to use those for the operation and maintenance of the purchased goods and products.

## 13. SUBCONTRACTORS

We may at any time hire third parties and/or subcontractors to provide the services under the Terms and Conditions.

## 14. PLACE OF EXECUTION, APPLICABLE LAW, JURISDICTION /ARBITRATION

The place of execution is stated in the respective order confirmation. If not stated there, the place of execution is the registered seat of doing circular gmbh.

The contract shall be governed by Austrian law with the exclusion of the reference norms of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). This applies also for issues regarding the conclusion of contracts as well as legal consequences after termination.

If the Buyer has its seat within the European Union, all disputes of any nature whatsoever that may arise in connection with the contract, including the validity, breach, termination or nullity thereof, will be decided by the competent court in Vienna, Austria.

If the Buyer has its seat outside the European Union, the following arbitration clause will be applicable: All disputes or claims arising out of or in connection with the contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or three arbitrators appointed in accordance with the said Rules. Place of arbitration is Vienna, Austria. Language of arbitration shall be English.

Upon our request the Buyer is obliged to confirm in written form the existence and content of the jurisdiction clause or arbitration clause and the choice of law clause.

If the Buyer is a consumer pursuant to the Austrian Act of Consumer Protection, the statutory regulations shall apply.

## 15. SEVERABILITY, WRITTEN FORM

If any provision of this Terms and Conditions shall be entirely or partly invalid or unenforceable, this shall not affect the legal validity of all other provisions. The partners shall replace the invalid or unenforceable provision by such valid and enforceable provision that as closely as possible reflects the intent and purpose of the invalid or unenforceable provision. If the Buyer is a consumer pursuant to the Austrian Act of Consumer Protection, the invalid or unenforceable provision shall be replaced by the statutory regulations.

Any amendment to or modification of the Terms and Conditions or the agreement with the Buyer shall be made in writing, unless law provides for any stricter form. This shall also apply to any waiver of the written form requirement itself.

## 16. RIGHT TO WITHDRAW FOR CONSUMERS

If the Buyer is a consumer pursuant to the Austrian Act of Consumer Protection, the following shall apply:

### Instructions on withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (plasticpreneur gmbh, Suppanstraße 69, 9020 Klagenfurt, Austria, Tel.: + 43 (0) 676 45 38 213, E-Mail: hello@plasticpreneur.com) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post, fax or e-mail). You may use the below model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

### Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To  
plasticpreneur gmbh  
Suppanstraße 69  
9020 Klagenfurt  
AUSTRIA  
E-Mail: hello@plasticpreneur.com

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*):

Ordered on (\*)/received on (\*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only if this form is notified on paper)

Date:

(\*) Delete as appropriate.