

1. Scope of Application

Unless otherwise agreed and confirmed in writing by bage plastics GmbH, the following general terms and conditions apply to all transactions with its customers; by placing an order, customers give their express consent to the same. bage plastics GmbH hereby does not accept any other purchasing or contractual conditions that its customers may have. These general terms and conditions also apply to future transactions even if they do not expressly refer to these terms and conditions. All agreements and collateral agreements between customers, representatives of bage plastics GmbH, or bage plastics GmbH itself, as well as any amendments to contracts are only binding if they are confirmed in writing by bage plastics GmbH.

2. Product offers and confidentiality

Offers made by bage plastics GmbH are never binding in terms of quantity, price and delivery, unless a specific binding period has been stated. All other agreements, especially collateral agreements made verbally, are only binding when confirmed in writing by bage plastics GmbH. All product descriptions and technical data are non-binding. Unless agreed by bage plastics GmbH, the content of its offers may not be disclosed to third parties and no other misuse of the same is permitted. Customers are responsible for ensuring the correctness of their orders. They are liable for any errors or inaccuracies in their orders, including any typographical errors or misunderstandings. They also assume liability for the information they provide, such as that which may be found in any tender documents. The samples provided by bage plastics GmbH and any technical and chemical descriptions provided serve only as general descriptions of the goods offered. They do not constitute any guarantee of product characteristics or durability and do not relieve customers of their obligation to inspect all deliveries. Any technical consultancy provided by bage plastics GmbH to the best of its knowledge is not binding and does not relieve customers from inspecting each individual delivery for its suitability before further processing.

3. Order acceptance and delivery obligation

bage plastics GmbH is obliged to deliver the products ordered only after it confirms the order. Customers agree that said order confirmations may be sent by fax or email. Partial deliveries may be made and invoiced immediately. Customers agree to accept reasonable deviations of +/- 10% from the quantities ordered without requiring further remedy from bage plastics GmbH.

4. Delivery, delivery times and shipping

The stated delivery times ex warehouse or ex works of bage plastics GmbH are only approximate and non-binding. If delivery is delayed by more than four weeks after the agreed delivery date, customers are entitled to withdraw from the contract after the expiry of a suitable grace period they have set. All further claims are excluded. If "prompt" delivery is agreed, this is considered to be within 14 calendar days.

bage plastics GmbH assumes no liability for any damages incurred allegedly as a result of the delayed delivery unless

said damages were caused with intent or the gross negligence of bage plastics GmbH.

bage plastics GmbH is entitled to provide partial and preliminary deliveries.

Unless otherwise agreed, the delivery period shall be counted from the latest of the following:

- a. the date of the order confirmation;
- b. when the customer's technical, commercial and financial requirements are provided; or
- c. when the customer has paid any required advance payment.

The loading and delivery of the goods is at the customer's sole risk and expense. The risk is transferred to the customer, even when free delivery is offered, when the goods leave the delivery warehouse or factory. If the customer is responsible for delivery delays, the risk transfers when bage plastics GmbH notifies the customer that it is ready to make delivery. The customer is free to dispose of the product within the meaning of the Product Liability Act as of that same time and may sell it on the market. bage plastics GmbH does not cover transport insurance for delivery and collection of products to be supplied or processed, although it will arrange the same if expressly requested to do so in writing, with the costs incurred borne by customer. If customers fail to accept delivery of the product at the agreed place or time and the delay has not been caused by any action or lack of action by bage plastics GmbH, then bage plastics GmbH can either demand that the customer fulfil its duty to accept delivery or otherwise withdraw from the contract after the expiry of an appropriate grace period. If the products are discarded, bage plastics GmbH is entitled to store the same at the expense and risk of the customer. bage plastic GmbH is also entitled to seek reimbursement for all expenses incurred in the course of fulfilling the terms of the contract, even if not expressly listed on the original invoice.

5. Transfer of risk

The risk transfers to the customer as soon as the goods are handed over to the transport company or when they are collected by the customer. This also applies when the transport costs are borne by bage plastics GmbH. Unless otherwise specified, bage plastics GmbH products are intended for further processing by its customers.

If a delivery to a specific location has been agreed, the risk passes to the customer by the scheduled delivery time even if the customer or its representative has failed to accept delivery of the same.

Unless otherwise agreed, the products are deemed to be sold "ex works".

6. Prices and additional costs

Prices are subject to change and quoted ex works from bage plastics GmbH. Prices do not include packaging costs, import costs, possible delivery costs, as well as any customs fees and levies if exported to third countries outside the EU. If there should be more than a 5% increase in the manufacturing cost in the time between the order confirmation and the agreed delivery date, bage plastics GmbH is entitled to take this increase into account when calculating the final price to be invoiced.

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7. Payment terms and invoicing

Payments shall be made as agreed. Unless a different payment deadline or other payment terms have been agreed in writing by bage plastics GmbH, the purchase price is due immediately upon delivery without any deductions. Any discount must be expressly agreed in writing and the discount period starts from the invoice date. Offsetting the invoice amount with any other amounts other than undisputed or legally established counterclaims, refusing to make payment, and asserting any rights of retention are hereby excluded. Claims against bage plastics GmbH may not be assigned without its express written consent. If, after an order is accepted, there arises reasonable doubt about the solvency or creditworthiness of the customer, bage plastics GmbH is entitled at its discretion to demand payment in cash or an equivalent form of security before making delivery or also to withdraw from the contract in certain instances and require the customer to reimburse any expenses already incurred.

In case of default, bage plastics GmbH is entitled to charge interest on the default amount at a rate of 8 points above the base rate set by the European Central Bank on the last day of the previous half-year plus VAT at the applicable rate; this interest rate shall be no lower than 10%. In case of default, the customer is obliged to reimburse all dunning, legal, and court costs incurred.

If in default, any amounts owed by the customer, but not yet due, and any other contingent amounts due shall become due immediately. In addition, bage plastics GmbH is entitled to exercise any of the customer's existing securities it holds and to refuse all services until full payment is made. bage plastics GmbH may also suspend the fulfilment of its own obligations until all outstanding payments are made and to set a 14-day grace period before withdrawing from the contract.

8. Retention of title

Until full payment of all amounts due, including any ancillary charges invoiced by bage Plastics GmbH to the customer, the delivered goods shall remain the property of bage plastics GmbH. The title extends to any products subsequently made from the goods delivered by bage plastics GmbH. The customer is obliged to take all necessary measures to protect the property of bage plastics GmbH and to refrain from anything that might affect the rights of bage plastics GmbH. bage plastics GmbH must be informed of any jeopardy to its property immediately.

In case of default or if the customer is in breach of any other terms of this contract, bage plastics GmbH is authorised, without this being considered as termination of the contract, to enter the customer's business premises and property without notice and repossess any goods to which it retains title at the customer's expense. bage plastics GmbH is also entitled to demand that the customer alternatively returns said goods at its own expense. In addition, the customer must provide bage plastics GmbH when requested any and all necessary information and documents relating to the whereabouts of said goods and any claims to the same that it may have and to assign any existing claims the customer has from its own customers.

9. Complaints, warranty and product liability

The customer shall inspect the goods immediately upon delivery and report any deficiencies to bage plastics GmbH by no later than one week after delivery; otherwise all warranty and other claims for damages are excluded. The customer is especially required to conduct any and all tests such as may be necessary to inspect the goods delivered for the quality and quantity agreed. All complaints must be submitted in writing. In addition, the customer is obliged to provide bage plastics GmbH with any and all information necessary to identify the alleged deficiencies including documents, samples etc.

The warranty period for all products delivered is six months starting from the day on which risk is transferred, unless otherwise excluded.

If the customer fails to give bage plastics GmbH an immediate opportunity to inspect the alleged defects itself and does not present the rejected goods immediately for testing purposes, the customer forfeits all of its warranty claims.

bage plastics GmbH is only liable for damages caused by gross intent or negligence.

All plastics can change colour or shape in hot or cold temperatures or with prolonged outdoor storage. Be careful during transport and storage! Customary deviations or technically unavoidable differences in quality, colour, dimensions and surface do not constitute grounds for warranty claims. bage plastics GmbH agrees to deliver the product as agreed in the confirmed order or according to an approved sample, whereby sample accuracy is ensured to the extent technically and materially possible based on the delivered products, the specification of bage plastics GmbH, and acceptable tolerances.

bage plastics GmbH offers no guarantee as to the suitability of the product for the customer's intended use; instead this is exclusively the customer's responsibility. Any special tests requested from bage plastics GmbH will be agreed separately, with all costs borne by the customer.

Claims for damages must be made within six months after becoming aware of the damage. If damage is due to a defect in the product as delivered but where the warranty has expired, the claim for damages will be excluded.

The replacement of consequential or financial losses, lost interest, profit, or third-party claims are all excluded. The amount of damages shall be no more than the invoice amount of the goods that caused the damage. Damages from a failure to use or store the products properly and as instructed by bage plastics GmbH are excluded.

Hidden defects must be reported immediately upon discovery, but no later than six months after delivery. Such notification does not establish a right to withhold payments or to refuse to accept further deliveries.

If the complaint is found to be justified, bage plastics GmbH may, at its discretion, offer remedy to the customer in the form a replacement product that is the same or comparable to the original product within the usual delivery periods in lieu of any withdrawal from the contract.

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Bage plastics GmbH does not make any warranty that its products are free from patents or other third-party intellectual property rights.

10. Delivery difficulties

Labour disputes/strikes and all events beyond the control of the parties, such as fire, war, mobilisation, seizure, embargoes, bans on money transfer, rebellion, lack of transport options, a general lack of supplies, production modifications, restrictions on energy consumption, decrees from public authorities, and all other cases of force majeure which prevent, delay, or make the manufacture or shipment of the goods economically unfeasible shall waive bage plastics GmbH from its obligation to deliver for the duration and extent of the disruption. If the disruption exceeds two months, both parties are entitled to withdraw from the contract. If the materials sources of bage plastics GmbH become unavailable in whole or in part, it is not required to obtain supplies from other suppliers. In this case, they are entitled to distribute its existing inventory, taking its own needs into account.

11. Place of performance and jurisdiction

The place of jurisdiction for all disputes arising indirectly and directly from this contract, irrespective of the amount, shall be Linz, Austria. Any issues concerning currency exchange

or cheques may be pursued by bage plastics GmbH at the place of payment at its discretion. The place of fulfilment for delivery and payments shall be the registered office of bage plastics GmbH, even if the goods are actually transferred elsewhere.

Austrian law applies to all legal relationships with bage plastics GmbH, with the exclusion of the United Nations Convention on the Sale of Goods (CISG).

The contract language is German unless otherwise specified therein.

12. Miscellaneous

Should any clause in the contract, including these general terms and conditions, become illegal or invalid for any reason, the remaining provisions shall remain fully effective. The ineffective clause shall be replaced with one that is legal but which also comes as close as possible to the original one in terms of economic effect.

bage plastics GmbH is entitled to store the data it obtains about its customers electronically and to use the same for its own business purposes. By accepting these general terms and conditions, customers agree to send all information by telefax, email, post, etc. If customers do not agree to these terms and conditions, they provide notice of the same in writing sent by post or by fax.

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