

General Terms and Conditions

1. General / Validity

The following terms shall apply to the present and all future business with the Customer. Deviating terms of the Customer are not applicable, even if they contain a provision stating that contrary terms of the supplier do not apply. Conditions of the Customer shall in any case require our express written approval in order to be legally valid.

2. Orders

In principle, our offers are non-binding. We reserve the right to change, supplement or delete the range on our homepage in whole or in part. The Customer makes a binding offer by sending an online order or by ordering via e-mail, telephone, fax or post, which must be accepted by us. Orders placed with us shall become binding for us upon receipt of our written declaration of acceptance or execution of the order. An automated confirmation of placement of an online order by the Customer shall not be construed as declaration of acceptance on our part. The Customer shall be bound by his orders until expiry of a reasonable extension period for order confirmation he set in writing. We shall not be obliged to accept the offer of a Customer. In case of non-compliance with the conditions and the contractual obligations on the part of the Customer, we shall have the right to suspend execution of the particular or several or all orders not yet executed in whole or in part until complete compliance or to withdraw from the contract without this giving rise to damage claims for the Customer. The minimum order value is EUR 11.00 excluding VAT. Dimensions, weights, performances, prices and similar that are stated in our price lists, brochures, catalogues, on our website and in other publications are non-binding.

In order to place orders online on our website (www.plasticmetall.com), the Customer has to register on the website (creation of customer profile), which will result in creation of his own user profile. The Customer information entered by the Customer must be accurate, correct and complete.

3. Delivery dates / Transfer of risk

Delivery dates – also in case of indication of a specific calendar date – are generally non-binding, provided they have not been expressly agreed to be binding (“fixed”) in writing. The Customer shall be obliged to set a reasonable grace period of no less than a month. Force majeure or circumstances we cannot influence shall release us from our delivery obligation, depending on the circumstances either in full or temporarily, without any obligation to pay damages. In principle, delivery periods commence on the date of order confirmation, but no earlier than receipt of all documentation required for execution of the order, agreed (advance) payments, timely provision of materials and complete meeting of conditions on the part of the Customer.

The risk shall be transferred to the Customer upon the goods leaving our warehouse. In principle, goods shall be delivered ex works of our works in Vienna at the risk and expense of the Customer. We shall have the right to dispatch partial and advance deliveries. The delivery order – also in case of carriage paid deliveries – shall be deemed completed with transfer to the forwarder or haulier.

4. Cost estimate

Cost estimates are always prepared in return for payment. They shall be deemed binding if provided in writing and declared binding. Binding cost estimates may be exceeded by up to 10 %.

5. Payment / Price

Our prices are given as unpackaged ex works Vienna. In case of agreed open delivery, the payment condition is payment of the net amount within 30 days. All prices are given excluding VAT. The prices given in catalogues or on the website shall be non-binding for online and other orders. The Customer

shall bear any possible packaging and shipping costs as well as changes in exchange parities. We reserve the right to delay delivery until a full advance payment has been received. In case of delayed payment, we shall have the right to withdraw from the contract, to hold back deliveries or to deliver using cash on delivery. We charge an expense contribution fee in case of cash on delivery. In case of contract execution using online orders, the purchase price shall become payable upon conclusion of the contract. The Customer shall have no right to set off his own claims against our claims. Bills of exchange and cheques shall only be deemed accepted on account of payment. Our employees shall only be authorised to collect payments if provided with written authorisation. In case of partial deliveries, partial billing shall always be permissible. If partial payments are agreed, failure to comply with a due date shall already occur if only one partial payment is not made on time or is not made in full; in this case, the total outstanding amount shall become payable immediately. In case of delayed payment, the Customer shall pay interest for late payment amounting to 13 % per year plus dunning and other enforcement costs. In case of orders from abroad with a value of less than EUR 75.00, Customers from non-EU countries shall be charged for any additional expenses, but at least for bank charges of EUR 15.00.

6. Retention of title / Assignment

All goods delivered shall remain our property until payment of the purchase price in full including incidental expenses (interest, assembly costs, shipping fees, dunning costs etc.). Resale of the reserved goods by the Customer is only permitted in the course of normal business operations and when our retention of title is maintained. The Customer assigns any claims arising for him from the resale, amounting to the full invoice amount, to us, effective immediately, and shall be obliged to enter a note concerning this in his books. We reserve the right to collect the claim ourselves. On our request, the Customer shall also be obliged to notify his customer separately of the assignment, to provide us with any necessary information, to grant access to the books and to submit the documents required for asserting our claims. The Customer shall not be entitled to other dispositions, especially pledging or chattel mortgaging. In case of interference of third parties with our rights as the party retaining title, he shall be obliged to take all measures required to protect our rights. In case of delay of payment, we shall have the right to demand return of goods at the expense of the Customer, also without prior cancellation of the contract. If the reserved goods are processed, we acquire title to the new product in proportion to the value of our reserved goods.

7. Warranty / Damages

The Customer (his carrier/his haulier/ his staff) shall inspect the goods immediately upon arrival. Openly perceptible defects shall be reported to us immediately, hidden defects within 6 days of being found, including a detailed description and exclusively in writing (also via fax, but not via e-mail); otherwise, warranty claims shall expire. A period of 6 months, beginning upon transfer of goods, for assertion of potential warranty claims (in court) is mutually agreed.

In case of a justified notification of defects, we shall, at our choice, provide correction or replacement free of charge or crediting against return of the defective goods. The Customer shall coordinate the mode of return shipment with us prior to shipment. The Customer shall be responsible for ensuring that the goods are still in the same condition as they were in upon dispatch. The Customer shall bear any and all costs for returning the goods. He also shall bear the risk of shipment and shall provide evidence that the time limit is complied with. Customary or minor deviations of quality, form, colour or features shall not be construed as defects and cannot be objected to. The same applies to delivery made in accordance with models and samples. Changes of and supplements to the goods, improper handling of the goods or failure to observe the instruction manual on the part of the Customer or third parties result in expiration of all warranty claims and claims for damages.

The Customer shall have no right to refuse acceptance of goods based on minor defects. The Customer shall provide evidence that the defect was already present before receipt; otherwise, warranty claims are forfeited. Assumption of defect does not apply. If we undertake any execution actions based on guarantee declarations of third parties, these only constitute a service on our part and do not give rise to liability for damages / warranty obligations of our company.

We shall only assume liability for a specific use of the products manufactured or processed by us if we have expressly approved of the use by the Customer in writing after corresponding testing and provided that the Customer uses the products under careful observation of our processing and other instructions.

With the exception of intent and gross culpability, claims for damages against us – irrespective of type and reason – are excluded. In case of minor negligence, we shall only assume liability for personal injuries. Liability on our part for subsequent damage and loss of profit is excluded in all cases. The amount of damages that may have to be paid by us is limited by our own insurance coverage in all cases, whereby liability for subsequent damage and loss of profit is excluded in all cases. Liability shall come under the statute of limitation after six months commencing upon the Customer becoming aware of damage and injuring party.

If the Customer unilaterally cancels delivery contracts or orders without being entitled to do so, he shall be liable towards us for all financial disadvantages incurred thereby and shall pay a cancellation fee of 20 % of the value of the goods, but no less than EUR 20.00.

8. Product liability

The Customer guarantees to closely observe and comply with all processing instructions/instruction manuals that are provided to him including all other instructions, especially safety instructions. The Customer is aware that our liability in accordance with the Produkthaftungsgesetz (“PHG”) [product liability law] expires in case of non-compliance with or violation of the instruction manual and instructions. Insofar as the Customer suffers damage as a business in the use of the goods supplied by us, all connected claims towards us under the PHG are excluded. The Customer guarantees to not sell goods that were manufactured for commercial use to end customers or persons that are not businesses in terms of PHG or to make these available to them or to transfer them to such persons in any other way.

The Customer waives in advance all recourse rights that he would be entitled to against us or our suppliers (subcontractors) under section 12 PHG. In case of transfer of our products or parts of our products by the Customer, the Customer shall be obliged to transfer this waiver to his buyers in full and to oblige them to assign this waiver to any subsequent buyers. This assignment obligation also applies if the Customer or another buyer of our products uses them for the manufacturing of other products and places these products on the market. Assignment agreements shall be designed in such a way that we and our suppliers (subcontractors) directly obtain the right to independently assert this recourse waiver against any person entitled to recourse under section 12 PHG in case of utilisation.

9. Data protection / Change of details

The Customer hereby expressly consents to storage and archiving of his Customer data, especially personal information such as name, date of birth, postal address, e-mail address and telephone number – which we collect in the course of implementation of the contract (including implementation of online contracts) – by us under observation of the provisions of the Datenschutzgesetz (DSG 2018) [Data Protection Act] and the Telekommunikationsgesetz (TKG2003) [Telecommunications Act] for the purpose of contract implementation and he expressly consents to their use for advertisement purposes (sending of advertising brochures for our products). The same applies to enquiries via e-mail. The Customer shall have the right to revoke this permission at any time. These data shall not be made available to third parties, with the exception of authorities under special obligations (collection companies or for purpose of credit assessment) and are exclusively used for the internal processing of the respective Customer order.

The Customer shall immediately inform us about changes of personal details or the delivery/billing/contact address that are required for contract implementation and performance whilst the contractual legal transaction has not yet been completed by both parties. If the Customer fails to inform us about the change of these details, declarations made towards him by us shall also be deemed received when sent to the most recent address provided by him.

10. Custom-made products / tools / contributions

In case of custom-made products (e.g. products of adhesive technology, injection moulded parts, tools etc.) that are manufactured in accordance with the Customer's request, replacement and return requests cannot be taken into account after completion due to the additional costs this would cause. The Customer shall have no right of withdrawal based on goods that show signs of use or other damage after delivery, also if these have been used in accordance with their purpose, and these shall be excluded from our warranty or liability. Manufacturing of such products shall only take place after reconfirmation of our order confirmation. Figures in our data sheets are average values which are based on laboratory testing or information provided by the supplier; we do not assume liability for completeness and accuracy of this information and for any defects arising from these. Apart from this, the provisions set out in clause 7 apply to warranty/damages. Injection moulded parts shall only be manufactured for the Customer for as long as he fulfils his payment and acceptance obligations. The customer shall pay a tool contribution of a set amount for the manufacturing/purchase/change of tools needed in production of custom-made injection moulded parts. We do not grant early payment discounts for these contributions. The tools shall remain our property and we may also dispose of them freely. The Customer shall have the opportunity to purchase the tools from us at the price communicated by us on request. We do provide any guarantees for a certain quality of the tools. The Customer shall also be charged separately for any repairs of tools.

11. Industrial property rights

The Customer is liable for the custom-made products ordered being free from the property rights of third parties and shall fully indemnify us against all expenses and costs as well as other disadvantages arising from the assertion of such by third parties, also when these are disputed.

12. Place of performance / Application of law / Place of jurisdiction

Place of performance for our deliveries and services and for the payment obligation of the Customer is Vienna. The competent court in Vienna is agreed as the exclusive place of jurisdiction. At our choice, however, we shall have the right to bring an action against the Customer at his general place of jurisdiction. Applicable law is the law of the Republic of Austria under exclusion of the rules of conflict of laws set out in private international law and the United Nations Convention on Contracts for the International Sale of Goods or any other bilateral agreements.

13. Final provision

In case of ineffectiveness of individual provisions, the remaining provisions shall remain valid. Ineffectiveness of individual provisions shall not affect legal validity of all other provisions.