

## First, **General:**

These general terms become the content of the current agreement or any following agreements between the parties, any deviating conditions of our customers will not become content of our agreement even if our customers should refer to such other conditions or restrictions in his offers or correspondence. Changes of our conditions shall only be valid if they are in written form and duly signed by us. Oral amendments or promises are invalid and have not been given.

## Second, **Offers and Orders:**

Our offers are not binding regarding price, quantities, minimum order quantities, minimum quantities, delivery periods, and delivery options. Orders of our customers shall only become valid once confirmed in writing (even on invoices or delivery notes) Should orders not be accepted the customer shall be informed as quickly as possible. The charging of handling fees is subject to our current price list. Any recommendations or other information provided by our employees are only binding on us if they were provided for and are confirmed in writing.

## Third, **Delivery:**

The delivery is always effected under the conditions and to the prices as in effect on the day of the delivery, plus VAT. We endeavour to deliver as fast as possible, however fixed delivery terms are only granted when they are expressly confirmed by us in writing as a fixed delivery date. In this case the customer has to grant us a suitable period to remedy of at least 4 weeks. After lapse of this period the customer may rescind from the contract, further claims are excluded. Deliveries can be effected in parts by us. The customer is not entitled to reject a partial delivery. We reserve the right to changes due to construction of the goods. Delivery is generally done on the account and the risk of the customers.

## Fourth, **Wrapping and Shipping:**

We are entitled to ship all goods at the risk and cost of the customers and to assign the legal obligation to proper waste disposal to our customer. Unless otherwise agreed all prices are ex works, excluding the cost for returns of old electronic devices and spare parts for industrial use. The cost of collection and treatment of electronic device and old electronic appliances have to be borne by the user of the device / appliance. On request we organize for the proper collection/treatment against refund of the incurred cost in the event that the device /appliances were sold by Agfa Offset BV. The mail or railway dispatch is generally accepted by customer. Special dispatch requests and the additional costs thus caused, such as express services, urgent delivery, delivery by messenger, etc. are charged to the customer who has to fully reimburse us for these extras. The order of the transport is done on the account and in the name of the customer. The risk of loss or destruction of or damages to the goods is transferred to customer when the goods are handed over to the carrier or in case of pick up by customer when the goods are ready for pick up. According to § 60 AÖSp, the customer is obliged to immediately inform the carrier in writing of all damages. In case this obligation is not fulfilled damages are deemed to have been arisen only after delivery

## Fifth, **Restriction of Title:**

The property to the delivered goods passes over to customer only once the payment obligation has been fulfilled by customer in full. The customer is obliged not to pledge or otherwise transfer rights to the goods prior to payment in full has been effected. Should goods under restriction of title be pledged to or by third parties, we have to be immediately informed. The restriction of the title extends to any products using our goods. Should our goods subject to retention of title be mixed with other products then we gain co-property in the same ratio of the invoice amount of our goods used and the invoice amount of the other products used. We are entitled to, without need of giving a period to remedy, request the goods from the customer in case the customer injures his obligations or in default with his payment obligations. When we take back the goods under restriction of title this shall not constitute a rescinder of our contract unless otherwise declared in writing.

## Sixth, **Payment**

Deliveries have to be paid according to the information contained on the invoices without right to set off. We are entitled to shorten any payment periods previously granted and to declare our receivables due, in the event that customer is in default with payments or instalments. In case of justified doubt regarding the solvency / creditworthiness of our customers we are entitled to rescind from any unfulfilled contracts regarding open deliveries or to depend any further fulfillment on the presentation of proper securities including prepayment. Special payment conditions (such as rebates, turn over bonuses etc.) are always subject to the dissolving condition of timely and full payment of all outstanding debt or instalments as well as the fulfilling of any sales targets and the like. In case of special payment conditions a set off with credits granted to the customer and open balance is excluded. With the opening of an insolvency procedure or with the denial of such a procedure due to the lack of funds any special payment conditions are deemed terminated with immediate effect. We are further entitled to rescind from special payment conditions prematurely due to material reasons with simple declaration. Such a material reason shall for example be: application for insolvency procedure, default with payment for more than one month, injury of other special agreements such as regarding purchase of certain quantities, etc. Any credits issued will be automatically retained. Payment is only deemed effected once the amount is on our account at our unrestricted disposal. We are also entitled to use payments of customers for the oldest debt plus interest and fees incurred on such debt even if customers gave a different instruction, which means in the order of cost, interest, capital. Partial deliveries are due with the amount equaling the delivery. The customer is only entitled to withhold the amount equaling the missing part when a delivery by us is not effected in full. Retention and set off by the customer is generally excluded. In case of default with payment, 12 % interest p.a. is agreed. Should we be entitled to higher interest under §1333 (2) ABGB these rights remain unaffected. The customer is obliged to pay all fees and cost incurred including cost of collection and court procedure in case of default with due payments.

## Seventh, **Warranty:**

Warranty period is 6 months unless a longer period is provided by legal provisions. The period begins with the delivery of the goods or when the contractual services are rendered. The customer is obliged to immediately at the latest within 14 days after delivery or after the services have been rendered claim in writing any deficiencies along with proper documentation, information, samples, packing documents, as well as precisely indicating the observed deficiency. In case of hidden deficiencies, the claim has to be done within 12 months after delivery otherwise claims shall be excluded. Retention of rights of the customers are invalid. Justified claims will be proceeded with repair or replacement in kind, all other rights are excluded. In case a deficiency is observed we will immediately estimate the cost of replacement / repair and indicate the date for repaired / replacement. The customer is only entitled to retain the amount equaling the cost for replacement until the replacement is effected. The due date of the remaining amount is not changed. Other claims, claims for consecutive damages, or regarding damages of associated obligations are excluded in cases of simple negligence. All claims are limited with the amount of the invoice. Any protective effect towards third parties of the contract is expressly excluded. In case the customer intends to make claims under product liability towards us then he has to submit such a claim in writing (return receipt requested) within 3 weeks after he became aware of such a claim, when a court procedure is pending then 3 weeks after the court claim was initiated against him along with all proper information. Should this obligation be injured, any claims are excluded. Improper handling and injury of the services and handling instructions or instructions in the manual or the use of material not approved by us (third party products) lead to exclusion of all warranty claims. When hard- and software-systems are delivered the customer has to communicate any problems which occur at trial operation immediately at the latest on the day the system is implemented. Should no trial run be conducted any problems are to be communicated immediately. We only warrant for such systems qualities which we specifically granted in writing (parameter, scope as shown in trial). When no trial is run, the average qualities as indicated by the manufacturer shall apply. The systems shall generally be run at a trial when delivered. The customer shall confirm that the system runs without flaw in the delivery protocol and by the fact that he implements the system. We are not liable for any claims resulting from the use of the hard- or software. Our liability is in any case excluded when the systems are used improperly, are handled without care, further we are not liable for any specific intended use of the systems or when software was altered or an invalid or altered software was used or was used together with material, programs, data, hardware, not recommended by us.

## Eighth, **Withdrawals / Cancellation of services**

In single cases we are willing to cancel an agreement which has been concluded with us. Condition precedent however is

- return of the originally wrapped and undamaged goods, and
- payment of a fee for lump sum damages in the amount of at least 25 % of the invoice / order amount plus tax

A cancellation is generally excluded in cases of

- the amount of the order does not exceed € 500.-
- after a period of three months after delivery has lapsed.

Customer in generally is not entitled to claim a cancellation. In the event that the services by a technician were requested by the customer and were confirmed by us (dates), and the customer wishes to withdraw from this order, he has to pay the damages which result to us, which is

- 1) technician with flight expenses:
  - withdrawal up until one working day prior to set date: payment of the full fare or cancellation costs, payment of the full hotel costs / cancellation costs, handling lump sum of EUR 300,00 plus tax,
  - withdrawal within one working day after work started same as 1a) but in addition damages in the amount of EUR 300,00 plus tax and in case the technician has already left once the withdrawal is declared a lump sum amount of EUR 1.200,00 plus tax per day which the technician is away from his usual place of business.
- 2) Technician without flight (car): a) In case withdrawal is declared in the moment the technician leaves his place of employment the customer has to pay the full hotel cost or any cancellation fees, the costs of transport (mileage) plus damages of EURO 250,00 plus tax. All these amounts are subject to indexation under VPI 2000 (basis is 1/2009)

## Ninth, **Additional Services**

Additional services within the production process such as the introduction of new plates, chemicals, handling of troubles, optimization by our team, advice, consulting, training, hiring of skilled personnel, support via telephone, remote maintenance, and Hotline will be changed based on the current price list

## Tenth, **Force Majeure:**

Force Majeure, including disturbances at our premises or at our contract partners, lack of raw material, working material, lack of energy, strike, lock out, traffic disruption or binding legal provisions or decrees which lead to similar circumstances as well as all events which are beyond our reasonable control release us from our contractual obligations for the duration of such circumstances and within the scope thereof. Should these circumstances last longer than 8 weeks, then we are entitled to rescind from the contract. The customer is not entitled to any claims. In case we lose or partially lose our sources of supply we are not obliged to stock up on other sources. We are in such a case entitled to use the available quantities on a pro rata basis and this shall release us from any other remaining delivery obligations.

## Eleventh, **Protection of Data, Intellectual Property Rights, Updates:**

Total systems are delivered with the hard- and software as available at the time of delivery. Any changes of the soft- and hardware in the future are not included. The software delivered to the customer with the hardware is subject to intellectual property rights. The customer is entitled to use the software together with the hardware. By the conclusion of the contract the right to use the software is not transferred but remains by Agfa Offset BV. The customer is only entitled to copy the parts which are needed in order to contractually use the hardware. The customer is obliged to put proper copyright-signs on any copies made in order to protect the rights of Agfa Offset BV or the licensor. This has to be done in such a way as to match the original copies handed to the customer. The customer is obliged to keep secret the programs handed over to him and to also oblige all persons which may use such programs to confidentiality. The right to use the software is only transferable with our consent and the customer is obliged to delete all other copies of the software which is not transferred from the computer memory. We inform you that we store customer information which we use in our normal course of business according to the legal provisions as applicable from time to time.

Services beyond the normal installation work and instruction of the product have to be paid for. The amount depends on our current prices for such services and depends on the needs of the customer or a quotation.

## Twelfth, **Place of Performance, Venue, Applicable Law, Miscellaneous:**

Place of performance is the place of dispatch, place of payment is Vienna. Venue shall be the proper court in Vienna. We are however entitled to sue our customers at their legal domicile. Austrian law shall be applicable in any case.

Should single clauses of these terms of delivery and payment be in part or fully void, then this shall not affect the remaining provisions. The void parts shall be replaced by valid provisions with the same economic effect. UN sales law is expressly excluded.

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