General Sales Conditions

of the registered company Dataform Paper Processing GmbH – in the following named the Seller.

I. GENERAL

The General Sales Conditions are applicable unless changes agreed to by both parties are documented in written form.

II. QUOTATION AND CONCLUSION OF SALE

The order shall be considered as accepted upon written confirmation thereof by the Seller; prior to this, quotes made by the Seller shall not be binding. Amendments, changes or any other agreements made verbally, by phone or electronically transmitted, also require written confirmation by the Seller before becoming effective.

III. DELIVERY SCOPE

1. The Seller's written order confirmation serves as basis for the delivery scope. Other agreements or changes require written consent by the Seller.
2. Dimensions, weight, pictures and drawings are only binding when these have been explicitly been confirmed in writing. Gross weight and crate measurements are only approximated and are not binding.
3. Commercial clauses agreed to concerning delivery method are based on the Incoterms of the International Chamber of Commerce Paris and are valid in the version applicable at the time of contract conclusion.
4. Taxes or other duties applicable in the country of the Buyer or in the country of installation in connection with the delivery are to be borne by the Buyer.

IV. PRICES

1. The prices are valid ex works, including loading in works, excluding packing.
2. The prices are calculated on a cost basis of quotation date. The Seller reserves the right to adjust the prices in case of changes in raw material costs, wages, shipping costs, duties, taxes or other cost factors.

V. PAYMENT TERMS

1. The prices are quoted in EURO.
2. Payments are cash, without deductions, and are due immediately upon delivery respectively at the dates agreed to, free of bank charges for the Seller.
3. Bills or cheques can only be accepted as payment; costs for discounting or encashing/honouring thereof are to be borne by the Buyer.
4. In case of delayed payment, the Seller reserves the right to charge a penalty fee of 1% interest of the open amount for each month, without sending a reminder.
5. Should the Buyer not fulfil his payment commitments or other obligations resulting from property rights reserved, should his commercial situation change substantially for the worse or should he discontinue payments, the total open amount will become due, even though bills of exchange with a later date are active.
6. The retaining of payments or deduction of any counter obligations by the Buyer is unacceptable.

VI. DELIVERY TIME

1. The delivery time begins with clarification of all delivery details and the agreement by both parties to all sales conditions and applies to completion at works. The delivery time can only be complied to when the Buyer fulfils his contract obligations, especially with respect to payment conditions agreed upon.
2. The delivery date can be postponed reasonably – also within a delayed delivery period – in case of Acts of God as well as the occurence of unforeseeable events beyond the Seller's control, i.e. strikes, lockouts, factory disturbances, delivery delays by subsuppliers or other delays not caused by the Seller. The delivery date can be postponed a reasonable period, if the Buyer is overdue with his payment or other commitments or if technical and sales questions are not clarified within a reasonable period.
3. Should the Seller be responsible for delivery delay, The Buyer can demand in case of damages a compensation fee no higher than 1% of the delayed goods for each full month of delay, however the total not exceeding 5% of the value of delayed goods. The resulting compensation to be paid by the Seller is to be deducted from the total amount due at final invoicing.
4. Should the delivery be delayed for reasons not caused by the Seller, the Buyer will be charged with costs arising due to storage, for goods stored at Seller's premises at least ½% of the total invoice amount for each month starting one month after delivery notification.

VII. TRANSFER OF RISKS

1. The risks are transferred to the Buyer upon delivery ex works, even if delivery free customer's site has been agreed to. Should the delivery be delayed by the Buyer, the risks are passed on to the Buyer with the date of delivery readiness.
2. Insurance against shipment damage is only arranged at Buyer's request and at his expense.

VIII. FULFILLMENT

1. Delivery is considered fulfilled upon transfer of risks of delivery object to the Buyer acc. to Pt. VII.
2. With date of fulfilment, the Seller remains liable only for regulations under Pt. X of this General Sales Conditions (Warranty for Defects of Delivery).
3. Partial shipments are permitted.

IX. INSTALLATION AND INSTRUCTION

1. Duties of the Buyer:
   The Buyer must provide on time and at his own expense the following:

   a) helping teams, i.e. manual labourers, if necessary also bricklayers, carpenters, mechanics, electricians or other skilled workers in quantity as deemed necessary by the Seller, especially for unpacking, cleaning and connection to power supply, etc.,
   b) all grounding, foundation, building and scaffolding work including such building material needed,
   c) all devices and material needed for installation and start-up,
   d) heating, lighting and power supply, including the necessary connections to installation site,
   e) rooms, in particular dry and lockable, appropriate for the storage of tools and valuable supplied parts.

   Before machine installation, all parts necessary for installation commencement must be delivered and on site and all building work and other prior work to be carried out by Buyer must be completed in such a matter, that installation and work can commence immediately and without interruptions upon engineers' arrival. Especially all pathways and the installation area must be cleared and level in hall height, the base foundation must be absolutely dry and free of dust, walls set up and filled, inside walls and ceiling completely finished with doors and windows in place. Should the installation or start-up be delayed for reasons beyond Seller's responsibility, the Buyer will bear any resulting costs, in particular for waiting time and further travel costs. In addition, the Buyer bears costs if the engineer is requested to do other necessary work.

   The Buyer must certify the engineers' work and working hours upon completion. Further, the Buyer must promptly hand over to the engineers a signed protocol documenting installation completion.

   The above regulation also applies to repair work or changes carried out on the machine.

2. Accommodation and board:
   The engineers will make necessary accommodation and board arrangements themselves. Should difficulties arise in this respect, the Buyer will be obliged to make the necessary arrangements.
3. Time frame:
   The work will be carried out as quickly as possible. The time needed, however, can only be estimated and is not binding. Exceeding the time frame does not allow Buyer payment reductions on the service invoice, compensation claims or order withdrawal.
4. Warranty:
   The Seller is only liable under exclusion of further claims for the proper handling and installation of the delivered goods and is not responsible for work performed by his engineers or other assistants that does not apply to the delivered goods and the installation thereof or for work that has been ordered by the Buyer. Repair work or changes on the machine are only carried out at the Buyer's risk and responsibility.

5. Amendments and verbal agreements:
   Amendments will only become effective when they have been agreed to in written form. Verbal orders to the engineers only become valid after written confirmation by the Seller.

X. WARRANTY FOR DEFECTS ON DELIVERIES OF NEW EX-FACTORY MACHINES

1. The Seller guarantees, under the exclusion of further demands, for the compliance to quality and characteristics explicitly claimed as well as for the exchange of parts that have become completely or considerably unusable due to proven construction, material or manufacturing defects. The Seller decides on whether such parts will be replaced by new parts free of charge or repaired at cost and at risk of the Seller, however taxes and duties as well as additional costs for airfreight and express delivery are to be borne by the Buyer.

2. The Seller is to be immediately notified of such defects in written form.

3. The warranty period begins with date of delivery and ends after 6 months, with multiple shifts after 3 months. In any case, this period ends 12 months at the latest after notification of delivery readiness. The warranty period for repairs and built in replaced parts ends with the warranty period of originally delivered object.

4. In order to carry out necessary repair work, the Buyer must

   a) allow for the required time and opportunity,
   b) provide at his own cost assistant workers and devices and perform any additional work required.

   Costs for overtime and night hours requested by the Buyer will be borne by the Buyer.

5. The warranty does not cover for normal wear and tear of parts that due to material composition or usage have a shorter life span, further not for defects due to improper storage, handling or usage, incorrect installation and running, extreme usage, improper working conditions, defective building work or fundaments, unsuitable building grounds, chemical, electrochemical or electrical influences or other circumstances according to transfer of risks for which the Seller is not liable.

6. The Buyer is only entitled to claims under warranty from the Seller under the following conditions:
   a) the installation and start up of the delivered object has been performed by Seller's personnel.
   b) the Seller has been immediately notified in writing of the detected defect to be claimed under warranty.
   c) the Buyer has complied with the regulations of the Seller resp. the Manufacturer concerning the handling and maintenance of the delivered object and in specific has correctly allowed for performance of stipulated inspections.
   d) no changes have been made without prior approval by the Seller.
   e) no spare parts have been used for replacement other than original spare parts from the manufacturer.
   f) The Buyer has complied with his responsibilities according to sales contract, in specific the payment conditions agreed upon.

7. Any further warranty claims, especially those concerning changes, price reductions or compensation are excluded.

8. Warranty claims are no longer effective 6 months after date of correct notification.

XI. RIGHT OF BUYER FOR RESCISSON

The Buyer has the right to withdraw from the contract with written statement only:

1. if it has become impossible for the Seller to completely fulfil his obligations according to the contract. With only partial impossibility, the Buyer has the right to withdraw from the contract if able to prove that a partial fulfilment of contract is not in Buyer's interest. The Buyer can also request an adequate reduction on selling price.
   Should the impossibility occur during a delay in acceptance by the Buyer or due to his responsibility, the right for rescission does not apply.

2. if the Buyer is entitled to a compensation fee for delayed delivery acc. to Pt.VI, 3, in the full amount, if he has after this time given the Seller an appropriate deadline in writing with the specific statement, that in case this time limit is reached without success he will withdraw from the contract and if he can prove that the deadline has been exceeded for other reasons than listed under Pt. VI, 2.

3. if the Buyer gives in a written statement an adequate deadline for the elimination of a fault caused by the Seller and for which the Seller accepts responsibility, and also indicates that he will refuse to accept any service after this deadline, and if the Seller is responsible through own fault for not meeting this deadline.

4. In case of Pt.2 and 3, the Buyer can only withdraw from the contract if he can prove that due to the delay or fault his interests in the object of delivery have been substantially impaired.

   Claims for compensation by the Buyer are in any case not possible.

XII. RIGHT OF THE SELLER FOR RESCISSION

1. Should the Seller after conclusion of contract be informed that the Buyer is in unfavorable financial conditions, the Seller reserves the right to ask for securities in return, or to withdraw from the contract after giving credit for payments made.

2. The Seller can also totally or partially withdraw from the contract, if for unforeseen reasons the contracted service changes substantially in a financial sense or in contents or substantially influences the Sellers business.

XIII. LIABILITY

1. The Buyer does not have the right to claim compensation from the Seller, whether legally or contractually, unless the Buyer can prove that the damages on the object of delivery were the outcome of gross negligence by the Seller.

   In no case can the Buyer claim compensation for damages that have not occurred on the delivered object itself. Assistance for completion cannot be engaged.

2. Multiple Buyers are collectively liable.

XIV. PROCESSING OF PERSONAL DATA

1. The Buyer is hereby informed that personal data transmitted in connection with the business relationship can be stored by the Seller in files and processed for purposes of the business relationship in compliance with the current European data protection regulations. To the extent that such rules permit the collection, processing or use of personal data without separate formal consent, e.g. for processing orders and inquiries, the data protection regulations are observed by the Seller.
2. The Buyer undertakes to inform the Seller of all personal data transmitted in connection with the order or the assignment, e.g. by provided address lists or address files. If the Buyer transmits personal data, he ensures written regulation by means of a contract for order data processing.
3. The seller is not obliged to check the data provided by the Buyer for any personal data.
4. The Buyer expressly assures the Seller to process the personal data provided by him in accordance with the respectively valid data protection regulations and to be entitled to process the data.
5. The Buyer undertakes to indemnify and hold the Seller harmless from any claims in connection with a breach of data protection regulations owed by the Buyer.

XV. RETENTION OF TITLE

1. The object of delivery remains sole property of the Seller until all claims arising from the delivery contract or that have occurred in connection with the object of delivery have been completely paid. This also applies with running accounts.

2. The pledging of the object of delivery or giving same as security is not permitted. The Seller must be immediately informed in case of pledging through a third party.

3. The Buyer is obliged to handover the object of delivery if he cannot meet his financial commitments. He is liable for all damages that result due to the returning of the object of delivery. Should the object of delivery have been used, the Seller is entitled to, without proof of damage, charge the Buyer a 25% fee for reduction in value for the first half year and a 10% fee for every further half year.

4. During the period that the object of delivery is protected by the Seller's retention of title or other such legal rights, the Buyer must insure the same against all relevant risks with the measure that the Seller receives all rights of the insurance policy. The policy as well as all receipts of premium payments are to be presented upon request by the Seller.

XVI. CONTRACT LIABILITIES

This contract remains binding also in case of ineffectualness of single points. For the interpretation Austrian law applies exclusively.

XVII. PLACE OF JURISDICTION

The place of jurisdiction for all disputes resulting from the contract – also for bills, cheques and document trials – is Vienna.