

## General Conditions Expotrade Group GmbH

### 1. Scope

All deliveries and services provided by the company Expotrade Group Handels G.m.b.H. (hereafter referred to as Expotrade) take place exclusively under the provisions listed hereunder unless otherwise expressly stipulated in writing. Other agreements, in particular verbal agreements with employees of Expotrade, and contradicting business conditions, such as purchase agreements of the principal, are only valid when expressly confirmed by Expotrade.

These General Conditions also apply for all future transactions thus eliminating the need for a new agreement for every individual case.

### 2. Offers/Order confirmation/Amendments

The offers of Expotrade are non-binding and are subject to confirmation. By offer subject to confirmation it is understood that Expotrade reserves the right to refuse an order form even if it corresponds to the provisions of the offer. A contract is only concluded through written order confirmation by Expotrade.

For individually printed material, Expotrade confirms the layout design/artwork provided by the principal along with the order confirmation. After the confirmation of the order, amendments to the layout design/artwork can only be considered after consultation and with the agreement of Expotrade. Changes are also dependent on the status of the order. The delivery date specified in the order confirmation (see point 5) becomes invalid through any additional, retrospective amendment.

### 3. Graphics/Designs

All printing prices are quoted on the condition that the graphics provided are prepared in accordance with our "Instruction sheet for data preparation". Necessary graphic adaptations due e.g. to fonts and logos used that have not been converted into vectors (curves), will be charged based on current hourly rates for graphic art.

For the print data the principal is responsible for ensuring that it does not infringe any copyright, trademark rights or other third-party rights. Should deliveries be made according to drawings or other information and data of the principal and this infringes upon the property rights of third parties, the principal shall release Expotrade from any liability for third-party claims.

Drawings and designs, as well as provisional stencils, films and other design templates which are produced within Expotrade shall remain the property of Expotrade and can only be changed and/or passed to third parties with Expotrade's consent. Print documents for screen printing (films) are retained for three years. For subsequent orders a proportion of the costs for reactivating this print data will be charged based on current hourly rates for graphic art.

### 4. Printing

In the production of individually printed material according to the artwork provided by the principal, Expotrade will

reproduce this as closely as possible to the original. Colour details must only be given using PANTONE C (Coated) colour definition and will be matched as close as possible according to the PANTONE C (Coated) colour system.

If the principal is unable to provide exact colour details, Expotrade will adjust these as closely as possible to the template. In the event of claims for considerable colour variations, the Pantone colour guide will be used to determine a possible difference in colour.

Should the principal make subsequent orders for a material that has already been produced, it is possible that the colour of the new material delivered will not be 100% identical to the goods already delivered. For technical reasons, the colour of materials may vary slightly in every batch. In the event that there are slight colour variations, the subsequent orders are deemed to have been duly produced, whereby Expotrade cannot be legally prosecuted.

### 5. Delivery/Delivery time

The details of the delivery time are given solely in working days.

Provided that delivery to the principal is available at the place of fulfilment, all risk for delivery and transportation is transferred to the principal.

Delivery dates or deadlines must be given in writing. Delivery dates are given as reference points. In this respect, the transaction does not become a fixed-term transaction upon agreement of a delivery date; however the agreed delivery date will be met wherever possible.

When ordering individually printed material (canopies, side walls, etc.) the delivery schedule specified by Expotrade starts when the principal makes all of the documents necessary to process the materials, in particular the layout design/artwork (graphic designs) available to Expotrade and these have been confirmed by Expotrade.

In the event of a delay on the part of Expotrade, the principal must first allow a grace period of 5 working days in writing. If delivery is not made within the appropriate grace period the principal can withdraw from the contract immediately, informing Expotrade of this in writing. The principal is not entitled to make further claims of any sort (including in the form of damages).

If a principal collects the goods from Expotrade in person or arranges for the goods to be collected and exported from the European Union by an agent, the principal, or rather, the agent undertakes to pass the export certificate (stamped export customs form) in original form to Expotrade.

### 6. Receipt of goods/Obligation of the principal

The collection and/or acceptance of the ordered goods by the purchaser must take place no later than 14 days after the goods have been made available. If the principal finds itself in default of acceptance, Expotrade is entitled to charge a storage fee until the goods are accepted in the form of a flat rate of €15.00/m<sup>2</sup> per calendar day.

## 7. Claim / Guarantee / Liability

Upon acceptance of the goods the principal must carry out comprehensive and careful checks in terms of completeness and defects.

Any defects must be communicated to Expotrade within 5 working days of receiving the goods and this must be in writing, accompanied by a sample of the queried defect or other evidence (e.g. digital photo). Expotrade must be notified of hidden defects immediately upon their discovery in the same way as described above. If the principal does not inform Expotrade, the goods are deemed approved.

A defect in one part of the goods supplied is not grounds for a complaint regarding the entire delivery.

Justified claims do not entitle the principal to withhold all or even an aliquot portion of the amount outstanding. Changes made to our products by the principal shall render any guarantee void. We replace or repair supplies that are acknowledged to be defective. If a defect cannot be resolved even after repeated attempts at improvement, the purchaser can refrain from the sales-contract or require a reduction of price. In such case also Expotrade may refrain from the purchase-contract and the principal cannot place any claim of recourse against Expotrade.

The return of rejected goods requires the express prior consent of Expotrade and shall take place at the expense and risk of the principal.

Expotrade shall assume no liability for damage in the event of slight and ordinary negligence. Expotrade is not liable for consequential damages, particularly loss of earnings.

Individually printed material corresponding to the data of the principal shall be produced as closely as possible to the original. Deviations in colour and representation within normal limits, due to the technical possibilities in textile printing and the different colour results with different types of basic material, must be reserved by us and therefore cannot be the object of a claim by the principal (see also point 4). This also applies to counter samples in comparison with batch productions.

For technical reasons it may sometimes occur that prints (or even materials themselves) run into each other when folded up. This can happen especially with multicoloured materials. Expotrade expressly specifies this possibility to principals, but shall assume no liability for damage of this type, as this corresponds to the current technical possibilities.

Expotrade is not liable for damages resulting from improper storage, care, use or transportation. If defects are claimed which Expotrade deem to result from improper storage, care, use or transportation, the principal must provide evidence of proper storage, care, use or transportation.

## 8. Price

All prices given are net prices excluding statutory VAT, ex works. Unless otherwise stipulated, the prices valid on the day of order apply. If prices were agreed and the costs on which these were based have changed, Expotrade is entitled to adjust the prices corresponding to the changes in cost according to business calculation criteria.

All taxes, duties and other charges which are incurred by the principal on acceptance of the supply must be borne by

the former unless Expotrade has expressly agreed in writing to bear these costs.

## 9. Payment and default

The place of fulfilment for the payment is the registered office of Expotrade in 6842 Koblach, Austria.

Unless agreed otherwise, the invoice amount, without any deductions, is payable immediately after receipt of the invoice and to be paid to Expotrade in the currency stated. Any discount is invalid if older, overdue invoices are still outstanding.

Payment by note is only permissible if we have agreed to this. Regardless of instructions to the contrary, payments are always offset against the oldest debts and the subsequent interest and costs.

In the event of default the principal undertakes to pay default interest charged at 12% p.a. All reminder fees and collection expenses as well as costs for legal measures must be reimbursed. Any off-set, withholding or reduction against claims of Expotrade is only permissible with legally prescribed counterclaims or counterclaims that have been expressly acknowledged in writing.

## 10. Reservation of property rights

The goods supplied remain the property of Expotrade up until the complete fulfilment of all the obligations of the principal, in particular up until full payment of the purchase price (reserved goods).

The principal is entitled to sell on the reserved goods. This entitlement is invalid if the principal is in default of payment or if it is concerned that it will not be able to pay Expotrade the balance in full on the date of maturity.

If reserved goods are sold on by the principal, it shall transfer all receivables due from the sale or other uses up to the balance of the purchase price claimed by Expotrade to Expotrade with immediate effect. If the principal violates the contract, in particular in default of payment, Expotrade is entitled to withdraw the reserved goods and if necessary, demand the transfer of the these goods to a third party. The withdrawal or seizure of reserved goods by Expotrade in no way constitutes cancellation of the contract.

## 11. Place of fulfilment and place of jurisdiction

Place of fulfilment for all services and supplies under this contract is the registered office of the company Expotrade in 6842 Koblach, Austria.

Exclusive place of jurisdiction for all disputes between Expotrade and its principals is Feldkirch, Austria. This also applies for the scope of application of the Lugano Convention or the European Jurisdiction and Enforcement Regulation.

## 12. Final provisions

All legal agreements between Expotrade and the principals are subject to Austrian law. The UN Convention on Contracts for the International Sale of Goods is excluded.

Should individual provisions of these conditions be or become invalid, the validity of the remaining provisions shall not be affected.

These conditions are fundamentally based on the business transactions with companies. For consumers in terms of Article 1 (1) Item 2 Consumer Protection Act, they only

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apply in so far as they do not contradict the current provisions in force.

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