

**General Terms and Conditions of Purchase for
COLOP Stempelerzeugung
Skopek Gesellschaft m.b.H. & Co. KG.
(Company register no. 25588f)**

1. Scope of application

The Terms and Conditions of Purchase (hereinafter also referred to as Terms of Business) set out in the following apply exclusively to all offers, orders, acquisitions and other legal transactions and services. Our contracting partner (hereinafter Contractor) explicitly acknowledges that we object in advance to any deviating regulations on an order confirmation or other business documents of the Contractor. We do not recognise deviating terms of the Contractor and they only apply in the event of our written confirmation, even if we do not explicitly object once again in the individual case. These Terms of Business also apply as the framework agreement for all further legal transactions with the Contractor.

Agreements that do not correspond to our Terms of Business require our written confirmation in order to be valid. In case of contradictions in the contractual bases, the following order of priority applies:

- Special agreements (e.g. order, delivery agreement), insofar as we have confirmed these in writing
- these Terms of Business
- applicable norms of commercial and civil law

2. concluded contract

Offer: In their offer, the Contractor shall adhere precisely to our request regarding the quantity and properties of the deliverable goods and in case of discrepancies explicitly notify these in writing in advance. If the Contractor neglects to provide this written notice, they have no entitlement to a higher payment in case of discrepancies. All offers by the Contractor are binding and are issued free of charge.

Order, assignment: Contracts are considered concluded when we place an order. Only written orders are valid. Verbal agreements and/or those concluded by telephone must be confirmed in writing in order to be binding for us. Order confirmations by the Contractor only serve to prove receipt of our order. Deviations from our order in an order confirmation provided by the Contractor are invalid.

Our agreement must be obtained for any appointment of subcontractors by the Contractor.

3. Prices

The prices are understood according to DDP *place of destination according to the delivery agreement* Incoterms® 2020, packaged and unloaded, as unchangeable fixed prices.

Retrospective price increases are only binding for us if we explicitly acknowledge them in writing.

Price reductions due to changes in the acquisition market of the Contractor must be passed on to us in full.

Cost quotations by the Contractor are binding.

4. Delivery and delivery deadlines

Delivery shall be made on a fixed date at the time and on the terms set out in the order or the delivery agreement. If the delivery agreement does not include delivery terms, then DDP place of destination COLOP, Dr. Arming Strasse 5, A-4600 Wels Incoterms® 2020 is agreed as applicable. Delivery deadlines start to run on the day of ordering and are only fulfilled through receipt of the goods before their expiry. The Contractor is obliged to inform us without delay in writing if a delivery delay is foreseen. We also have the option of withdrawing from the contract in case of a delay by the Contractor, in compliance with a grace period of 7 calendar days. In the event of such a withdrawal, the Contractor is not entitled to any claims of any kind against us. Our other compensation claims for all damages and disadvantageous consequences of whatever nature caused by the delivery delay that go beyond delay compensation remain unaffected by this.

The Contractor may only appeal to the absence of necessary documents to be supplied by us if they have issued a written request for submission of the documents and have not received them on time; in this case there is no delivery delay as long as we neglect to provide the documents. The burden of proof for this lies with the Contractor.

Partial deliveries are excluded unless we have agreed in writing to a partial delivery.

4.1. Deliveries from countries outside of the European Union

In case of deliveries from third countries (imports), it must be indicated on the delivery papers whether the goods are duty paid or unpaid.

In case of duty unpaid goods, the Contractor must submit the following customs documents to the buyer: transit accompanying document T1, freight documents, customs invoice, proofs of preference such as Form A, EUR.1, A.TR., certificate of origin.

In case of duty paid goods, the customs proof incl. CRN (Customer Reference Number) is to be noted on the freight papers.

5. Force majeure

Any unforeseen circumstance and case of force majeure that hinders or delays the timely manufacturing, supply or delivery of the goods, or makes these impossible, such as official measures, war, strikes, blockades, insurgencies, operational disruptions, transport disruptions, lack of raw materials or their delayed supply, other elementary events etc. entitles us, without being obliged to set a grace period, to withdraw from the contract in full or in part, to unilaterally reduce the agreed delivery quantity or to request the delivery or fulfilment of an issued order at a later time, without entitling the Contractor to any compensation claims of any kind against us.

6. Invoice and payment, offsetting

Invoices must comply with legal regulations, in particular the Value Added Tax Act and any separately made agreements. If an invoice is enclosed with the delivery, this does not constitute the place of fulfilment as the place of jurisdiction pursuant to § 88 Par. 2 Jurisdiction Norm (JN). In all cases, the invoices must state the full order number and the order date.

The payment deadlines start at the earliest on the day on which the goods arrive at our business premises or at the agreed place of destination. Payment does not signify acknowledgement of the correctness of the delivery, nor the waiving of claims of any kind.

In the absence of a special agreement, Contractor invoices are due within 14 days of receipt of one of the invoices corresponding to the provisions above, with a 3% discount deduction or net after 30 days.

In case of (even just partial) non-compliant fulfilment of the contract by the Contractor, we are entitled to retain payment of the full invoice amount until performance in accordance with the contract.

7. Guarantee, warranty

The Contractor assumes the full and true guarantee for the duration of 2 years for themselves, their subcontractors and upstream contractors for full and defect-free performance in compliance with the order and delivery terms - in particular for the properties customarily assumed and assured and mentioned in public statements, in accordance with the samples or templates - as well as for compliance with all relevant applicable and official regulations for deliveries and/or other services at the place of destination and in any sales markets stated by us. The guarantee term starts from the time from which the delivered item or the product in which we have integrated the deliverable has been sold to a consumer by us or by a third party.

This true guarantee does not affect our other claims, especially pertaining to statutory warranty, damage compensation and contract withdrawal.

Despite the agreed true guarantee, we will inspect the goods for evident defects, as well as incorrect, excess or insufficient delivery.

The duty to carry out this inspection starts in all cases, even if the delivered goods have already been transferred to our ownership or handed over to our haulier, freight forwarder or other appointed party, only when they have arrived at our business premises or at the agreed place of destination and a correct dispatch notice is available.

The Contractor acknowledges that we are carrying out a proper check on receipt by undertaking sample checks to a reasonable extent regarding defects that are identifiable without inspection, which are therefore evident (e.g. transport damage), as well as with regard to incorrect delivery (identity of the deliverable) and over-delivery and under-delivery (quantity of deliverables) at the latest within 14 working days (Monday to Friday). Delivery deficiencies revealed by the aforementioned inspections must be notified by us at the latest within a period of a further 14 working days and defects that are not yet identifiable at this time within a period of 14 working days of discovering the defect. We are freed from the obligation to inspect and complain about defects that could have been discovered as part of a more detailed goods receipt inspection (e.g. technical function check).

The statute of limitations for the legal assertion of our warranty claims starts, regarding incorrect delivery, over-delivery and under-delivery, at the time at which the Contractor has made a final written statement about a complaint raised by us. The statute of limitations for all other defects starts at the time from which we have gained knowledge of the defect - also through third parties. The statute of limitations for warranty claims is 2 years. If a warranty is still in place at this time, we have the right to assert warranty or guarantee claims.

The Contractor shall verifiably make us aware of all risks that can reasonably be reckoned with when using the product. Throughout the warranty period, the Contractor bears the burden of proof that the defect had not already occurred at the time of handover. The Contractor also assumes the warranty for hidden defects, whereby the warranty period only starts to run from our full knowledge of the defect.

In case of impending danger, neglection by the Contractor to remedy deficiencies, as well as improper defect remediation, we are entitled to remedy or have the defects remedied ourselves without a grace period or notification at the expense of the Contractor.

In case of defects, of whatever nature, we are in all cases entitled to withhold the full outstanding purchase price or work remuneration until the full remediation of the defects.

8. Damage compensation:

Insofar as we are entitled to damage compensation, our entitlement also encompasses compensation for lost profit and compensation for all damages we must compensate for our customers, regardless of the degree of culpability of the Contractor.

9. Product liability:

The Contractor must enclose usage instructions and warnings issued in the German language with the delivery. Insofar as it is legally mandatory, such instructions are to be applied to the delivered goods themselves.

If after acceptance of the delivery the faultiness of the delivered goods becomes evident pursuant to § 5 Product Liability Act (PHG), or it emerges that the properties of the product no longer correspond to state-of-the-art science and technology in line with § 8 PHG, the Contractor is obliged to take back such goods and refund the purchase price in full.

If we suffer damages on account of a product delivered by the Contractor as defined by § 1 Product Liability Act, the Contractor is liable on the grounds of product liability for any damage caused by the product to the full extent. The restrictions of § 2 Product Liability Act are hereby explicitly excluded.

In case the faultiness of the delivered goods is liable to endanger the health or the life of third parties, the Contractor is also liable for the costs of any necessary recall action, even if only precautionary, and for any damage compensation payments caused by this, including any commensurate legal costs incurred. This also comprises services that we have been obliged judicially or extrajudicially to perform in agreement with the plaintiff to fulfil our own product liability duty in full or in part. We will duly inform the Contractor in advance of the content and scope of such a recall measure, insofar as is possible and feasible, and provide an opportunity to make a statement.

If claims are made against us pursuant to the Product Liability Act because of goods delivered by the Contractor, the Contractor is obliged at their expense to immediately hand over any proof material we request, such as in particular quality and inspection records, attestations and such like. In such a case, the Contractor is furthermore obliged, regardless of any culpability, to compensate for the entire damage incurred to us by the liability, as well as disadvantages and relevant legal costs. The Contractor is obliged to conclude suitable insurance pursuant to § 16 Product Liability Act, whereby we reserve the right to request proof of such coverage from the Contractor. If the Contractor does not meet such as request within 14 days, we are entitled to withdraw and can demand damage compensation, including lost profit.

10. Quality assurance

Unless agreed otherwise in writing, the Contractor must fulfil all the applicable quality norms in their respective valid form. For quality assurance, the Contractor is obliged to systematically plan, set out, carry out and monitor measures that ensure the highest quality standards. The Contractor shall make all documents and information available to us that are necessary for proving compliance with these quality norms (for example, but not exclusively, test reports on the ongoing manufacturing, outgoing goods inspection, warnings, permit regulations)

Upon request, the Contractor shall give us or our appointee the opportunity to obtain information about their quality management system and to verify compliance with the stated measures and their effectiveness. The obligations/entitlements also encompass any subcontractors and upstream suppliers of the Contractor, who must impose these on them.

Upon our request, the Contractor shall duly present to us, before the first delivery of the ordered goods, the results of inspections of the contractually agreed specifications of the goods, especially the properties stated on the order and the unconditional suitability for the contractually intended usage purpose. If we should request it, the Contractor shall also have regular inspections carried out for the duration of the assignment. The inspection reports must be submitted to us unprompted without delay. The costs incurred by carrying out all inspections are borne by the Contractor, unless specified otherwise.

The Contractor must notify us in writing of any usage restrictions and declaration duties for the goods.

If the Contractor should gain retrospective knowledge of circumstances that could cause a product fault, the Contractor must notify us of this immediately in writing. The same applies in case changes occur regarding the product labelling and/or packaging of the delivered or deliverable goods.

11. Third party property rights

The Contractor guarantees that if the goods are used in accordance with the contract (especially, but not exclusively, photos, product descriptions and other texts - hereinafter product-related data), no third party property rights will be infringed (patent/brand/template rights, copyright, specifications, product descriptions, expertise, territorial protection and rights of a similar nature, even if their granting has just been applied for). We are not obliged to verify whether the goods are subject to intellectual property rights or whether these are being infringed, instead we are entitled to assume that the Contractor holds all the rights that are necessary for the proper order fulfilment to third parties. The Contractor shall indemnify and hold us harmless in full in case of any such claims by third parties.

Notwithstanding further rights on our part, we are entitled in such a case to decline acceptance of the goods until the clarification of the legitimacy of the claims made, or to make already accepted goods available to the Contractor again at their expense and to withhold payment of the full purchase price.

If our contractual relationship with the supplier is terminated, on whatever grounds, we can use product-related data for as long as we have goods from the Contractor in stock.

12. Order documents

All specifications, drawings, models and templates that are handed over by us to the Contractor for performing the delivery remain our exclusive intellectual property. For drawings and documents drawn up by the Contractor according to our particular specifications, we are accorded an exclusive right of use. These drawings and documents may not be used by the Contractor for other purposes, nor be copied or made accessible to third parties. Unless agreed otherwise, they and any copies must be handed over to us unprompted, immediately and in full after carrying out the delivery, or in case of non-performance of the delivery.

13. Confidentiality

The Contractor is obliged to treat all non-public, commercial and technical circumstances that become known to them through the business relationship with us as a business secret and to use them exclusively to perform the ordered delivery. Items, data and documents handed over to the Contractor, such as calculations, calculation results, specifications, samples, drawings, models, stencils, tools, templates, computer documents and the like remain our property, must be kept confidential against third parties and may be neither copied, handed over to third parties nor otherwise made accessible without our permission. They must be returned unprompted after delivery of the deliverable or termination of the contractual relationship. Subcontractors or employees of the contractor must be obliged to comply accordingly. The obligation to keep business secrets applies indefinitely also to the time after termination of the business relationship between us and the Contractor.

The Contractor is only permitted with our explicit written permission to state or indicate the business connection with us in advertising material and publications of any kind.

14. Compliance with legal regulations

Compliance with legal regulations - Appendix 2

15. Declarations of long-term suppliers and origins

The Contractor is obliged to send us correct and complete long-term supplier declarations and/or declarations of origin. This must take place within max. 14 calendar days of our request.

16. Formal requirements, written form requirement

These Terms of Business and other contractual bases may only be amended or supplemented by the contracting parties in writing. This also applies to the waiving of this written form requirement.

If the written form is required in these Terms of Business or other contractual bases, this formal requirement is met by letter, fax or e-mail (even without electronic signature).

17. Data privacy

We would like to point out that personal data of the Contractor is stored and processed with the help of automation for the performance of this contract.

18. Place of fulfilment, place of jurisdiction and applicable law

For all rights and duties pertaining to the legal transactions concluded with us, the place of fulfilment for both contracting parties is the head office of our company, insofar as no more specifically defined or other place of fulfilment has been agreed.

The place of jurisdiction for the Contractor for all legal disputes arising from or in connection with this contractual relationship is the court responsible for AUT 4600 Wels, with exclusive subject-matter jurisdiction. We are entitled, however, to file a suit against the Contractor at any other court of our choice that may be responsible according to national or international law.

This agreement is subject exclusively to Austrian material law. The conflict of laws norms of international private law and of the UN CISG are hereby explicitly excluded.

19. Other provisions

If one or more clauses of these Terms of Business or other contractual bases should be or become invalid, unlawful or unenforceable, this does not affect the validity, lawfulness or enforceability of the remaining clauses of these Terms of Business or other contractual bases. The contracting parties are obliged without delay and in good faith and trust to agree clauses to replace the invalid, unlawful or unenforceable clauses that come the closest to their economic purpose. All of this also applies to loopholes in the provisions of these Terms of Business or other contractual bases.

The headers of the clauses in these Terms of Business only serve the purpose of clarity and may not be referred to for their interpretation.

Signature of supplier

Signature of customer

Date: DD.MM.YYYY

Appendix to contract:

- Appendix 1, Delivery Agreement_AT / CZ
- Appendix 2, Compliance with legal regulations, with confirmation of conflict minerals
- Appendix 3, Code of Conduct V1.0
- Description of article labelling
- Article descriptions – drawings, specifications etc.....