



Solutions for
printing and packaging

General terms of delivery and purchase (general terms and conditions) of Etiketten CARINI GmbH, Bildgasse 42, 6890 Lustenau, Austria

§ 1 General Terms and Conditions: Scope, Effectiveness of Contract

- (1) The terms and conditions set forth below are exclusively applicable to all supplies and services even if we should not expressly make reference to them for future business transactions and/or if the customer / supplier should use different conditions. Such other conditions shall only be acknowledged inasmuch as they are expressly confirmed by us in writing. Such terms and conditions also apply even if we enter into a contract with the customer for goods or services without reservation although we are aware that the terms and conditions of the customer differ from ours.
- (2) Our general terms and conditions are also applicable to any future agreements with the contract partner at a later date.
- (3) Any offers are subject to confirmation.

§ 2 Prices: Terms of Payment and Delivery

- (1) All our prices are valid and subject to our current purchase prices and wage and salary rates.
- (2) Goods will be shipped at the customer's own risk and expense. Goods are not insured during transit.
- (3) Both under or over delivery of up to 10% are accepted at the agreed price. Partial deliveries are permissible.
- (4) The period of delivery quoted starts on the day of order confirmation and, if applicable, after we have received any technical information and material, supporting materials or tools, or part payments from the customer. If we are unable to deliver on time for reasons to be specified by us and after a reasonable extension of the delivery time, the customer may cancel the order. Any further claims are excluded except in the case of at least gross negligence on our part.

§ 3 Transfer of Risk: Production Delay

- (1) All goods are supplied at the customer's risk.
- (2) Upon fulfillment of our obligations to deliver, i.e., when the goods have been duly delivered to their respective place of dispatch, such as the postal services, train, carrier, forwarding agent or onto our own vehicles, they will be transported at the customer's risk.
- (3) Should any events or other circumstances occur that are beyond our control and caused without our fault or negligence and seriously interfere with the production or supply of the goods according to the order schedule affecting either our performance and/or that of our suppliers, we shall be exempt from fulfilling our delivery obligations for the duration of the events and their aftermath. Such events include force majeure, armed conflicts, government actions, other interruptions of operations of any nature, strikes and lockouts.

§ 4 Copyright

If an order is executed according to the customer's specifications, he/she accepts responsibility for his/her right of commercial use of the material. Whenever goods are produced or supplied based on plans/drawings or other specifications provided by the customer that may infringe third-party rights, especially property rights, or violate labelling regulations, the customer shall hold us free and harmless of any related claims.

§ 5 Terms of Payment

- (1) Payments shall be made within 21 days without deduction. Full payment for additional print orders becomes due without delay. The effective date of payment shall be deemed to be the day on which payment is credited to our account.
- (2) Unless otherwise agreed, the customer shall pay 12% interest upon delivery and after the due date of payment has passed.
- (3) Unless otherwise agreed, payments are always applied against the oldest debt first, including any incidental claims (e.g. interest, legal costs, etc.). The customer shall pay default costs of EUR 10 (CHF 15) plus VAT for any written reminder.
- (4) We only accept bills of exchange upon previous agreement. The discount is based on the rates set by our bank and is counted starting with the due date of our invoice. Discount and collecting charges for B/E and cheques are at the customer's expense and are to be paid promptly. Bills of exchange / cheques are only valid upon discharge / encashment.
- (5) The customer is not entitled to any right of retention.
- (6) The customer may only offset claims with counter claims if these are valid in law or have been accepted by us.
- (7) If the customer is in arrears, we are not obliged to deliver or produce the goods ordered before full payment has been made. In any such cases and in case of the deterioration of the customer's pecuniary circumstances (e.g. protests of bills or cheques, bankruptcy filing, pending legal proceedings, etc.), his/her business assets are transferred to a third party, his/her business is closed down or in the event of the customer's death we are entitled to cash before delivery.

§ 6 Reservation of Title

- (1) Goods shall remain our property until all present and future claims from business transactions with the customer are settled, including interest, incidental claims and potential costs for any legal proceedings as well as, if required, costs for intervention due to third-party attachment of the delivered goods. The customer shall inform us without delay about any compulsory execution of the goods supplied as well as about the opening of bankruptcy proceedings. The customer shall bear the costs for any necessary intervention.



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(2) If the customer is in arrears, we are entitled to claim the goods supplied under the reservation of title as a protective measure. Any such actions, including the request for separate storage and identification of the reserved property, are not considered as a withdrawal from the contract.

(3) The customer is entitled to resell the reserved property within the scope of a valid business transaction. In such a case, any future claims made by the customer shall now be assigned to us and at the amount the customer charges his/her buyer for the goods supplied by us.

(4) The customer shall notify us upon our request and by providing us with copies of invoices, of those customers who have purchased our goods and to whom he/she is thus entitled to claim and of the amounts they owe him/her.

§ 7 Warranty and Liability

(1) The customer shall notify us without delay of any obvious defects upon receipt of the goods and of hidden defects immediately on discovery by enclosing the allegedly defective article(s). Notifications of any defects after the goods have been processed are considered as belated.

(2) The customer is only entitled to a warranty by providing us with a timely notice of defects and by proving that the article(s) in question are deficient at the time of the transfer of risk. Warranty obligations are met by us until 6 months after the transfer of risk. In the event of warranty claims the customer may demand that we take the defective goods back and send an adequate replacement. We may then, at our discretion, repair the defective goods. The buyer shall grant us the required time and opportunity to carry out any repairs or replacements that we consider necessary; otherwise, the goods shall be exempt from warranty. If after repair or replacement the article(s) should still be defective, the customer may demand a price reduction or rescind the contract. In case of a replacement, the customer shall return the defective article(s) immediately.

(3) We are solely held liable for damages caused by at least gross negligence. In any case, indemnities are limited to the replacement of any contract specific and predictable damage. We do not accept any further claims for warranty or indemnity.

(4) Any variations concerning our product features that are usual in the trade are not considered defects.

(5) Any claims for warranty and indemnity are excluded in the case of consequential loss and damage on account of inappropriate and improper use, defective application or through a fault caused by our customer's or a third party's actions, or damages in transit, etc. The forwarding agents have to be notified of any damages in transit without delay.

(6) The warranty restrictions as specified above also apply to the right of recourse according to § 933b ABGB (Austrian General Civil Code).

(7) Other than that, we do not accept any claims for damages, regardless of their legal basis. Inasmuch as our liability is excluded or limited, this also applies to any personal liability of our legal representatives and their vicarious agents.

§ 8 Documents

We are liable for all manuscripts, drafts, fine-drawings, films or other material provided by the customer up to four weeks after execution of the order. We shall return those documents at the customer's request within this period of time and are no longer responsible for returning them to the customer once it has expired. We do not accept any liability for any unsolicited documents.

§ 9 Property Rights

All typesets produced by us, as well as photographically produced films, repros and other tools provided for the production process shall remain our inalienable property even in the case that the client has compensated us for the value of the material and tools. This also applies to those materials and tools that were produced by a different company within the scope of our order (embossing tools, etc.).

§ 10 Applicable Law: Place of Performance – Jurisdiction

(1) All legal relations between us and our customers or suppliers shall be exclusively governed by the laws of the Republic of Austria. It is agreed by mutual consent that the application of the United Nations Convention on Contracts (Uncitral) concerning international purchases shall be excluded.

(2) The place of performance for our obligations and also for the client's or supplier's obligations is the site of our company in Lustenau, Austria.

(3) The courts of Dornbirn (postcode: A-6850), Austria, shall have jurisdiction for any disputes.

§ 11 Deviations

Any deviations from these terms and conditions shall only be valid in writing and signed by both parties

Juni 2008