

TERMS OF PURCHASE

of BrandSourcery GmbH, 1230 Vienna (Austria), Perfektastraße 58/GL 1-02B,
FN 425064w Vienna Regional Court, ATU69090459

I. SCOPE OF VALIDITY

All enquiries, orders, quotations, as well as deliveries and services are handled exclusively based on these Terms of Purchase. We already contradict any terms of the Seller differing from our Terms and Conditions (especially T&C). Any deviations from these Terms of Purchase must be agreed in writing.

II. ENQUIRIES, ORDER TAKING

Any quotations addressed to us are binding and free of charge. In his quotation, the Seller must adhere exactly to our enquiry regarding quantity, quality, and design of the products to be delivered, and make us aware of any deviations explicitly and in writing. Order taking occurs in the form of a written order, whereupon the contract comes into force.

III. PRICES

In the absence of any other explicit agreements, prices that are quoted to us are inclusive of all duties and additional charges, including shipping costs and transit insurance carriage paid Wels. Prices agreed under the contract are fixed prices. Price escalation clauses and similar are excluded.

IV. DELIVERY (sample dispatch)

Consignments must include all necessary shipping documents. In particular, the name of the person ordering, project number, project name, number of packages, labelling of packages, delivery quantity, and weight of the shipment must be indicated. If the Terms of Delivery are not observed, we are entitled to organise an orderly delivery at the Seller's expense. All costs incurred in this connection are charged to the Seller. If we cannot arrange for a proper receipt of goods, we, at our option, either take over the goods without engagement or we decline acceptance. Delivery must be effected at the fixed time and in the fixed quantities set forth in the contract of purchase or in the order. Delivery times begin to run as of the order date. Insofar as delivery is delayed, the Seller must inform us immediately in writing. In case of delay in delivery, and regardless of whether or not the Seller is at fault, we may ask the Seller to pay us compensation for delay amounting to 3% of the total order sum per broken calendar week, however, no more than 10% of the contract value, as a penalty for breach of contract. In particular, we are entitled to deduct this compensation for delay from the invoice amount without special agreement or understanding. Furthermore, in the event of a culpable delay of the Seller, we may at any rate decide to cancel the contract without setting an additional time for delivery. In such a case, the Seller is not entitled to assert any claims against us whatsoever. This does not affect any additional claims for indemnification besides

aforesaid compensation for all damage caused by the delay in delivery and its adverse effects, no matter of what kind.

Any necessary production samples must be taken from the production line at random. Requested samples must be submitted to us free of charge and in due time. so that in the event of a complaint, further processing and/or packaging and dispatch can be stopped.

V. PERFORMANCE AND PASSING OF THE RISK

The Seller shall bear the shipping costs and risk until proper surrender of the goods by our logistic centre or any delivery point specified by us. Delivery carried paid means delivery inclusive of unloading by the supplier and placement on a pallet on the assigned ramp or in the pallet storage place.

VI. PAYMENTS

In the absence of any explicit agreement to the contrary, our payment terms are 30 days after receipt of invoice, subject to due receipt and uncontested acceptance of the goods. In case of payment within 14 days of receipt of invoice, we may deduct a cash discount in the amount of 3% of the total net amount.

If payment in partial amounts was agreed, we do not lose our cash discount for timely paid partial amounts even if other partial amounts are not paid within the set time for payment.

VII. RETENTION OF TITLE

The risk and title to the products and services to be supplied by the Seller shall pass to us upon their complete delivery at the place of performance (place of destination). No passing of the risk occurs in the case of partial deliveries and partial performance -even if these were contractually agreed -, as well as when commissioning or using partial deliveries and partially supplied products and services.

We expressly object to an agreement on the Seller's retention of title. Receipts of products and services offered subject to retention of title have no explanatory value resulting in our consent to retention of title. In the event that our customers have to return products, we are entitled to pass on any shipping and handling costs to the Seller.

VIII. WARRANTY

The obligation to inspect the goods and notify defects begins at any rate only when all the goods reached our business premises or the agreed place of destination, even if the delivered products were already surrendered to our freight carrier, haulier, or other contractor beforehand. The Seller hereby acknowledges that we duly carry out initial inspection in that, as far as can be reasonably expected, we take samples regarding defects that are detectable without inspection, i.e. which are obvious (e.g. damage in transit) as well as with respect to wrong delivery (identity of delivery item) and excess or short delivery (quantity of delivery items) at the latest within one month. Defects in

delivery that appear during the aforementioned inspections must be notified at the latest within a period of one month; defects that cannot be detected at this time must be notified within a period of one month after we heard from the defect. We are released from the obligation to inspect and notify defects immediately, which may have been discovered within the frame of further incoming goods control (e.g. technical functional check). The warranty period for movable goods is 24 months, for immovable goods 36 months. The period begins to run from the delivery of the goods, with the exception of hidden defects whose warranty period only begins to run once the defect was detected. We are, at our option, entitled to ask the Seller to eliminate the defects at his expense and risk in the short term through rectification (repair, addition of what is missing) and/or exchange or to ask for a price reduction, or to send back the goods to the Seller at his expense asking him to perform redhibitory action, or to remove the defects or to supply services that were not supplied or not properly supplied ourselves or to have the aforesaid removed or supplied by a third party at the expense and risk of the contracting party.

In the event of a warranty of title claim, the Seller must carry the burden of proof that the defect did not exist at the time of delivery over the entire warranty period. The Seller also ensures warranty for hidden defects, in which case the warranty period only begins to run once we are fully aware of the defect. In the event of defects of whatever type, we at all events are entitled to retain the entire purchase price or wage until complete removal of the defects. The Seller must bear all consequential damage costs (forwarding, logistics costs, etc.).

IX. DAMAGES, PRODUCT LIABILITY, FORCE MAJEURE

Insofar as we are entitled to damages, and regardless of the degree of fault of the Seller, our claim shall also include loss of profits and compensation for all damage we must compensate our customers for. If, following our acceptance of the consignment, the defectiveness of the supplied products in the meaning of § 5 Austrian Product Liability Act (PHG) becomes apparent, and/or it is acknowledged that the characteristics of the product are no longer up-to-date from a technical and scientific point of view in the meaning of § 8 Product Liability Act (PHG), the Seller undertakes to take back such goods and to fully refund the purchase price. If we get claims due to products supplied by the Seller under the Product Liability Act (PHG), the Seller undertakes to provide any means of evidence required by us, like in particular, quality and inspection documents, attestations, and similar, at his expense. In such a case, the Seller, regardless of any fault on his part, further undertakes to pay compensation for all damage or disadvantages occurred as a result of our liability as well as any associated legal expenses. The Seller undertakes to take up relevant insurance in the meaning of § 16 Product Liability Act (PHG), where we reserve the right to ask the Seller to furnish proof of according compulsory cover. If the Seller does not comply with our request within 14 days, we are entitled to cancel the contract and to demand damages including for loss of profits.

The Seller must notify us immediately of any events of force majeure or other circumstances for which we are not responsible and preventing or reducing the production or dispatch of the subject of the contract ordered by us, and provide suitable solutions. If a solution cannot be provided within the frame of ordering, we are still entitled, regardless of further damage claims, to insist on performance, to change the contract as we consider fair, or to cancel the contract without notice. This shall not give rise to any claims of the Seller. Any unforeseeable circumstance or any case of force majeure preventing, delaying or rendering impossible the timely production, delivery, or our

acceptance of the goods, like e.g. official measures, war, strike, lockouts, riots, operational breakdowns, transport disruptions, shortage or delayed distribution of raw materials, other elementary events, etc. entitles us, without having to set an additional time for delivery, to cancel the contract wholly or partly, to unilaterally reduce the agreed delivery quantity or to request the execution of a placed order at a later date, without the Seller being entitled to assert any damage claims against us.

X. WITHDRAWAL

In case of delay in delivery, petition for the opening of insolvency or bankruptcy proceedings or avoidance of bankruptcy for lack of assets or other solvency problems, we are entitled to cancel the contract wholly or partly. All amounts paid in advance must be reimbursed immediately. If the Seller cancels an order, we are entitled to cancel the contract with the Seller. The Seller must notify us immediately of any already incurred costs so we can recover them from our customers. Furthermore, the Seller must ensure that we do not incur any additional costs as a result.

XI. APPLICABLE LAW, LEGAL VENUE, SALVATORY CLAUSE

Only Austrian material law applies to any disputes arising within the frame of our contractual relationships, processing and termination thereof, however, excluding the principles of conflict of law, especially the principles of international private law, insofar as these are subject to the application of foreign law.

In the event that Austrian law prescribes the application of special international material standards, like e.g. UN purchasing rights, also applicable in Austria, they must not be applied. This also applies to any questions concerning the coming into force or the interpretation of the T&C and the contract.

The venue for all legal disputes arising out of or in connection with the existing contractual relationship is exclusively the court competent for the Seller as regards the subject matter for Wels / Austria. However, we are also entitled, at our option, to take legal action against the Seller before any other court that may be competent under national or international law. Should individual provisions of our terms and conditions be invalid or unworkable, this shall not affect the validity of the remaining provisions of these terms and conditions. The contracting parties undertake to agree upon a new provision that comes closest to the intent and purpose of the invalid provision.

XII. COPYRIGHT AND RIGHT OF REPRODUCTION

Insofar as the Seller himself is the owner of the copyright and ancillary copyrights in the supplied products or parts of the same, we acquire the right to distribute the supplied products free of charge upon receipt of the consignment. The Seller warrants that through the contractual utilisation of the delivery items or other services no third party proprietary rights (patent rights, trademark rights, sample rights, copyrights, equipment, product names, know-how, territory protection and similar type of rights, even if, in some cases, an application for their granting has just been submitted) are infringed. We are not obliged to verify whether there are intangible rights attached to the products or whether such

rights are infringed, rather we may assume that the Seller is entitled to all rights as are necessary for the proper fulfilment of orders towards third parties. The Seller agrees to hold us harmless from all related third party claims and actions. Notwithstanding further rights on our part, we are in such a case entitled, until clarification of the substantiation of such asserted claims, to refuse acceptance of the goods, to return already accepted goods to the Seller at his expense, and to withhold payment of the total purchase price. If products are jointly developed or further developed, we are solely entitled to all rights to use copyrights and ancillary copyrights.

XIII. REGISTRATION MARKS

The Seller may not apply marks any marks, especially company names, trademarks, or Internet addresses to products and/or packaging used for execution of the order. In case of infringement, the Seller must remove them immediately, failing which we are entitled to have them removed at the Seller's expense.

XIV. MODIFICATIONS OF SERVICES

We already authorise minor or reasonable changes to our order. If the changes are unreasonable, the Seller must contact us immediately and adjust the contract. If this does not happen immediately, yet within 3 days of notification of the change, the change shall be deemed agreed.

XV. STORAGE OF SEMI-FINISHED/FINISHED PRODUCTS

After realising the order, any remaining stock, cutting dies / forming dies, and similar production-related tools and products are to be stored properly on our behalf at no cost. If correct and free storage cannot be ensured, the Seller must seek a suitable solution in collaboration with us immediately.

XVI. SUPPLIER CLASSIFICATION

The Seller undertakes to answer all questions within the frame of audits as accurately as possible. Wrong or incomplete information entitles us to cancel orders that are not yet fulfilled without notice and may result in a negative appraisal as well as a less favourable assessment (ranking), or even entail

grading.

XVII. CUSTOMER PROTECTION

Specific customer protection is agreed with the first enquiry. This means that the Seller may not make contact with our customer. If the Seller is already in a business relationship with our customers, this must be notified to us in writing immediately while applying for an exception from customer protection. If we do not grant exception, we are entitled to

cancel the contract without setting an additional time and to order from another seller. The cancellation does not entitle the Seller to assert any claims against us.

Customer protection applies until expiry of the year following the most recent contact with us (quotation, order confirmation, invoice). In the event that the Seller acts in breach of these provisions, he must pay a contractual penalty in the amount of € 5,000.

XVI. SOCIAL RESPONSIBILITY AND SUSTAINABILITY

The Seller must observe internationally recognised social and environmental standards, and hereby agrees to undergo an inspection at any time. Observance and improvement of environmental and social standards as well as continuous optimisation of services in this area must be ensured. The Seller hereby confirms to have been granted ISO certification or similar process-oriented quality assurance certification to ensure continuous improvement of the priceperformance ratio and improvement of delivery capacity.