

General Terms and Conditions

of

Enso Detego GmbH

1. General

1.1 These general terms and conditions shall apply to all sales and supplies of Enso Detego GmbH ("Vendor") to the contracting partner ("Customer") and form an integral part of the sales and supply contracts concluded between Vendor and Customer ("Contracts").

They shall apply to all dealings between Vendor and Customer, in particular all future business even when not expressly referred to. General terms and conditions of the Customer will not form an integral part of the Contract.

1.2 Amendments, changes, or supplementary agreements are only valid if concluded in writing.

2. Conclusion of Contract

2.1 The conclusion of a Contract between the Vendor and the Customer shall occur on the basis of a written offer ("Order") of the Customer and the acceptance of the Order by the Vendor by way of a written order confirmation.

2.2 The Customer may transfer any of its rights arising from, or in connection with, the Contract to any third party only with the prior written approval from the Vendor.

2.3 Offers, other estimates and sales documents of the Vendor are non binding.

2.4 Subsequent changes in the Contract shall only be binding when the changes are agreed upon in writing.

2.5 The Customer is obliged to immediately object to any deviation between the order confirmation and the Order in writing to the Vendor. Any omission to timely object to the deviations shall be deemed as an acceptance of the deviation by the Customer and the deviation shall become subsequently a term of the contract replacing the conditions originally foreseen.

3. Price

3.1 If not otherwise agreed upon, the price of the goods of the Vendor is determined according to the valid price list for the relevant year. The price includes the cost of packaging. The transportation costs shall be borne by the Customer.

3.2 All prices printed on the price lists are non binding and are calculated on the basis of the costs at the time of the indication of the price. The Vendor reserves the right to offer the goods only at revised prices, if material factors alter the price calculations.

3.3 Any applicable value added tax is not included in the prices, but will be shown separately on the invoice in full on the day of the issuance of the invoice.

3.4 If the Vendor undertakes further services in addition to the goods delivery (for example, within the framework of realization of a project), the Customer shall bear all necessary costs (such as travel costs) in addition to the agreed upon price of the services.

4. Conditions of Payment

4.1 Unless otherwise agreed in writing, payment is due, in full, within fourteen (14) days after the issuance of the invoice.

4.2 Customer shall not setoff any counterclaims with claims of the Vendor. The Customer is not entitled to withhold payment due to eventual counterclaims or complaints.

5. Term of Delivery

- 5.1 The term of delivery will be determined by a specific agreement on a case by case basis.
- 5.2 Unforeseen events (like force majeure, strikes, lock outs, production shortfalls, lack of transportation, disruptions in traffic, and stoppage) shall release the Vendor (without limiting Vendor's right of subsequent delivery) from timely fulfillment. The Customer is not entitled to claim damages, loss of profits, or default fines, if in case of unforeseen events, the Vendor exceeds the agreed upon term of delivery.

6. Retention Title

- 6.1 The Vendor shall retain the title to the goods until all claims of the Vendor against the Customer resulting from their business relationship are settled.
- 6.2 The Customer is prohibited from pledging the, or transferring the ownership of the goods by way of security during the existence of the retention of title. A resale is only permitted with the prior explicit approval of the Vendor. The Customer shall notify the Vendor immediately in case of pledging, confiscation, or other disposition or third party intervention.

7. Risk Transfer

The goods of the Vendor are deemed to be sold "ex works" (ready to be picked up). Any risk shall pass to the Customer upon the handing over of the goods to the carrier entrusted with the transport. If the transportation (shipment) is delayed for reasons beyond Vendor's control, the risk shall be deemed to pass upon the goods readiness for dispatch.

8. Project Development

- 8.1 If the Vendor provides system solutions for the Customer and implements such solutions on site, the Customer is obliged to provide, or to procure that it is provided

by a third party, in a timely manner and at the Customer's cost, all additional ancillary services required for the implementation including the required specialists, assistants, building materials, and tools.

- 8.2 Prior to the commencement of the implementation the Customer shall unsolicited provide the Vendor with any and all necessary information regarding the position of hidden power supply lines, gas, water or similar facilities as well as the necessary statistical information.
- 8.3 If the implementation, installation, or operation is delayed by events not caused by the Vendor, the Customer shall bear all reasonable costs for standby time and maintenance and additional necessary travel activities of the Vendor.
- 8.4 The Customer shall approve any goods and services within two (2) weeks after completion upon demand by the Vendor. If the approval does not timely occur, the goods and services shall be deemed to be approved. The acceptance shall be deemed to have occurred, if the goods after an agreed upon trial period are used by the Customer or third parties.

9. Damages and Product Liability

- 9.1 The Vendor shall only be liable for any damage to the Customer if the Customer can prove that the damage was caused by a gross negligent behavior of the Vendor. The liability of the Vendor for consequential damages is in any case excluded. Any compensation for damage is limited to the value of the delivered goods.
- 9.2 All recourse claims of the Customer against the Vendor based on product liability are excluded, unless the Customer can prove that the defect was caused by gross negligence in the sphere of the Vendor.

10. Warranties

- 10.1 Any warranty claim of the Customer shall require that the Customer notifies immediately to the Vendor the defect. If the notification of defects is unjustified, the

Customer shall bear any and all costs in connection with the handling and investigation of such defects.

- 10.2 All warranty claims shall expire within six (6) months after the transfer of risk. The burden to prove that the goods were defective at the time of transfer shall be on the Customer.
- 10.3 Guarantee claims brought as a result of a justified and timely notification of defects shall be limited to supplementary and improvement claims. Any claim for price reduction shall be excluded. If the defect is not able to be remedied, only a claim for exchange can be made.
- 10.4 The Customer is not entitled to refuse the acceptance of the goods of the Vendor due to insignificant defects.

11. Intellectual Property

- 11.1 If, and to the extent, the Customer receives or is permitted to use software products of the Vendor, the Customer shall have the non exclusive, non transferable, non licensable right, limited to the duration of the contract, to use the software in unchanged form.
- 11.2 The Customer is not entitled to change, translate, or use as the basis of his own software the software delivered.
- 11.3 None of the documents made available to the Customer, in particular documentation concerning software products, may be copied or disseminated in any form, with or without compensation, without the explicit permission of the Vendor.
- 11.4 All rights to ideas, plans, concepts, techniques, inventions, discoveries, or improvements communicated to the Customer in conjunction with the performance by the Vendor shall remain the sole property of the Vendor.

12. Venue and Applicable Law

- 12.1 Exclusive venue for all disputes arising indirectly or directly from the Contract shall be the competent court at the headquarters of the Vendor that has jurisdiction as regards the subject matter.
- 12.2 The Contracts shall be governed by and construed in accordance with Austrian law, excluding the conflict of law rules and the Vienna Convention on the Sale of Goods.
- 12.3 The place of performance for the delivery and payment shall be the headquarters of the Vendor, even if the Contract stipulates that the transfer of the goods will take place elsewhere.

13. Data Protection

- 13.1 The Customer expressly consents to the processing and transmission of its data within the Vendor's Group for the purpose of providing all services stipulated in these general terms and conditions as well as for advertising purposes. The Customer may withdraw this permission at any time.

14. Miscellaneous

- 14.1 Should one or more of the provisions of these general terms and conditions be or become invalid, inapplicable, or void, the invalidity, inapplicability or voidness does not affect the validity of the remaining terms and conditions of the Contract. The invalid, inapplicable, or void term shall be deemed to be replaced by an effective, applicable, and valid term that comes as close as possible to the content of the replaced term.