

# General Terms and Conditions of Securikett Ulrich & Horn GmbH

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## 1. Scope of the General Terms and Conditions

These general terms and conditions apply for all contracts between Securikett and its customer, unless something else has been agreed upon in written form. General terms and conditions of the customer or third parties in conflict with the general terms and conditions of Securikett or with specific agreements between the parties, are not binding for Securikett even if the customer has referred to them and even if Securikett has not explicitly objected in the individual case. Herewith, Securikett explicitly objects the general terms and conditions of the customer.

## 2. Offers and conclusion of the contract

2.1. All offers of Securikett are not binding. Purchase orders of the customer are understood as binding offers of the customer.

2.2. Offers are subject to technical practicability at reasonable costs. If the order is not practicable, Securikett will inform the customer and the contract will be cancelled retroactively (ex tunc) and each party carries its own costs.

2.3. The contract is concluded through a confirmation letter of Securikett. The customer has to verify the confirmation letter and if necessary object immediately in case the confirmation letter differs from the desired specifications. The customer has to bear any additional costs resulting from his too late correction.

2.4. Oral statements and/or confirmations made by employees or autonomous commercial agents of Securikett require the written confirmation by Securikett to be valid.

2.5. Concerning a request for changes by the customer after the contract has been concluded it is obligatory:

a) The customer must inform Securikett about his request for changes in writing. It is at the expense and risk of the customer if the request for changes appears to be unclear or if it is not in writing.

b) Securikett is not obliged to carry out a request for changes.

c) Request for changes might have the effect that the delivery is delayed and/or that the purchase price increases adequately. The customer accepts this by forwarding his request for changes to Securikett.

## 3. Prices

3.1. The prices in Securikett's offers are valid under the condition that the facts underlying the offer remain unchanged. In the case of a considerable change of the decisive expense factors after the conclusion of the contract (from 10%), particularly material costs, transport costs, public charges, changes of foreign currency rates etc., Securikett explicitly reserves the right to adapt the agreed price to the altered circumstances in as much as this is objectively justified.

3.2. Prices are valid ex works from Securikett (place of performance), packaging extra. Purchased tools that are invoiced separately are used exclusively for the customer to whom they are invoiced and for his goods. They are not handed out to the customer, nor does it obtain ownership of them.

3.3. Invoices are due without deduction 30 days after delivery.

3.4. Unless otherwise stated, all prices are net prices plus legal sales tax, packaging, delivery, insurance and any possible export or import duties.

3.5. In the case of justified complaints, the customer may retain only an adequate proportion of the amount invoiced.

## 4. Conditions of payment and delay in payment

4.1. Invoices are to be paid prompt without deduction. Securikett is entitled to render an invoice for partial delivery.

4.2. The customer is obligated to compensate to Securikett the actual costs that have been caused by his delay in payment. These costs particularly include charges for the collection of evidence, dunning costs and adequate extrajudicial operating costs (as well as by means of a collection agency and/or lawyer) or the charges of engaging a credit agency.

4.3. Prohibition to set-off: it is agreed that the customer must not set-off any counterclaims against Securikett.

## 5. Delivery and passing of the risk

5.1. Place of performance is Securikett's business address unless another location has been agreed upon in writing.

5.2. If nothing else has been explicitly agreed upon, a 10% over- or under-delivery by Securikett is in accordance with the agreement.

5.3. Dates of delivery are binding only in so far as they have been explicitly confirmed by Securikett in writing. Agreed delivery dates and periods of delivery are understood as approximate dates, unless they have been explicitly accepted by Securikett.

5.4. Should Securikett's delivery be in delay or in case the delivery becomes impossible, Securikett is not bound to compensate for an indirect damage and/or a consequential damage as far as the delay or the impossibility are not caused by Securikett in a grossly negligent or with intent. The burden of proof lies upon the customer.

5.5. Shipment is affected by order and at the risk of the customer. Securikett has the right to choose the type of consignment and the means of transportation.

5.6. If the agreed delivery is in delay or impossible because Securikett has not been supplied by its own suppliers, Securikett is entitled to deliver products equivalent in price and

quality. If this is impossible, Securikett may withdraw from the contract.

5.7. Circumstances for which Securikett cannot be held responsible, which either considerably aggravate or make impossible the manufacturing or the consignment of the goods (such as force majeure/act of God, unforeseen shortage of raw material or energy, sudden failure of delivery by our suppliers), exempt Securikett from its obligation to deliver during the time of existence of such circumstances. If such circumstances persist longer than two months, the customer is entitled to withdraw from the contract.

5.8. The risk is passed over at the moment of placing the goods at the disposal of the customer –latest, however, with the handing over to the carrier. The contract is fulfilled by Securikett with the transfer of the risk and as a result Securikett can only be held responsible for defects of the contract goods. The contract goods are basically not covered by insurance.

5.9. The risk is also passed over to the customer at the Securikett's business address with the dispatch ex works in case of a free delivery.

## 6. Warranty

6.1. Complaints of any kind must be made immediately in writing, at the utmost within 14 days after the date of delivery. Otherwise the goods are deemed to be accepted and approved. If the complaint concerns a damage of the product which has happened during transportation, the complaint must be made instantly after receipt of the goods.

6.2. The customer has the following obligations:

a) Inspection and testing of the product immediately after receipt of the goods;

b) Immediate contacting Securikett if a defect of the product has been noticed;

c) Determination of the further procedure with regard to the defect product together with and agreed by Securikett;

d) In any case: the customer is obliged to keep the closure seals for the back-tracing of a possible defect of the goods.

6.3. These obligations of the customer serve to reduce damages. In the event of a failure of the customer to comply with these obligations, the so-caused damage is on the account of the customer, respectively Securikett is not liable for this damage.

6.4. The written contract, respectively, the confirmation of an order is defining Securikett's obligation to perform in quantitative and qualitative terms, whereby Securikett's obligation shall be exclusively defined by the offer prepared by Securikett and confirmed by the customer (including a description of the goods, for example, with regard to dimensions, potentially material and other product characteristics, as far as explicitly included in the offer document), as well as any product specifications additionally agreed between the parties (all together, the "Specifications"). It is, however, explicitly agreed upon that minor deviations in quantity and quality are permitted. Minor deviations are such deviations that do only concern 2% of the delivered goods. Furthermore, deviations are irrelevant if the interests of the customer are not unreasonably impaired by them.

6.5. Securikett is entitled to partial delivery.

6.6. Securikett warrants that the goods delivered by Securikett comply with the Specifications. The customer is solely responsible for the scrutiny of the Specifications regarding the suitability for the intended purpose of the customer, for the correct use of the products that have been delivered by Securikett as well as for a potentially necessary data back-up. Securikett does generally not warrant and is not liable for the suitability of the Specifications and the goods delivered by Securikett for an intended purpose of the customer, even if such purpose is announced by the customer and/or mentioned by the customer in the Specifications. At the request of the customer, Securikett may scrutinize the Specifications for their basic suitability for the intended purpose of the customer and, if required, make (non-binding) recommendations. A warranty and liability for the suitability of the Specifications and the goods delivered by Securikett for the intended purpose of the customer and/or the application-related declarations and recommendations provided by Securikett regarding the suitability of the Specifications or the goods delivered by Securikett for the intended purpose of the customer etc. shall only be assumed if and to the extent this has been expressly agreed in writing between Securikett and the customer or Securikett has expressly declared this in writing.

6.7. The customer is solely responsible to verify the suitability of the goods supplied by Securikett for the specific application on a trial basis in advance.

6.8. Provided nothing else has been agreed upon, the period of warranty for all the goods supplied by Securikett lasts for 3 months. The presumption of §924 ABGB is excluded. The existence of the defect in the moment of delivery must be proven by the customer.

6.9. In case of legitimate notices of defects, Securikett may, upon its own choice and under exclusion of other liabilities of the customer, correct the defect of the product or to credit an adequate invoice amount.

## 7. Compensation for damages

7.1. In as much as nothing else is provided for in the contract or in these general terms and conditions, Securikett's liability for contractual or legal compensation for damage is limited to intent or gross negligence. Its liability for slight negligence is excluded.

7.2. Securikett is solely liable up to the maximum of order value.

7.3. If Securikett suffers damages which result from the fact that the customer neglected his obligations (see section 5.4, in

particular the infringement of the obligations according to 5.4. lit d)), the customer is liable for these damages.

7.4. The burden of proof regarding the compliance with the customer's obligations rests upon the customer.

## 8. Product liability

Securikett's liability within the scope of product liability is - as far as this is legally allowed under § 8 PHG - explicitly excluded.

## 9. Development orders

In the case of orders which require specific development work by Securikett, the customer does not acquire any intellectual property rights on these development products or on the equipment to manufacture these products, even if the customer has paid development expenses. All rights belong exclusively to Securikett.

## 10. Intellectual property rights

10.1. In the event of a claim of a third party for infringing intellectual property rights by the customer because of Securikett's product supplies, Securikett is only liable, if the customer has immediately informed Securikett of this claim and has provided Securikett with all necessary documents and facts

10.2. Securikett's liability is entirely excluded if the infringement of intellectual property rights results from Securikett's compliance with customer's instructed specifications or if the customer continues infringing third parties' rights without having Securikett's approval.

10.3. In the event of either a de facto or a potential infringement of intellectual property rights by Securikett's fault, Securikett is entitled to either acquire at its own expense the necessary rights or to substitute the affected goods or to modify them or to compensate the book-value of the goods.

## 11. Provided material by the customer

11.1. Securikett is not obliged to examine or to warn the customer as regards the material provided by the customer (including data). Securikett is in particular not liable for defects which result from a different software or hardware adjustment when using customer's digitally provided material.

11.2. If the material provided by the customer are numbers, the absence of these numbers on the manufactured goods of Securikett is not deemed to be a reason for rejection, unless the manufacture of these goods with numbers has been explicitly agreed upon in writing. Furthermore, the delivery of the goods in a certain sequence of numbers is only binding for Securikett, if this has been agreed upon in writing.

11.3. The materials provided by the customer (data included) remain at Securikett for the purpose of documentation. The customer cannot claim Securikett to hand out the material or a copy; this is particularly the case when the material has been processed by Securikett.

11.4. If Securikett suffers damages, caused by the material provided by the customer (data included), the customer is liable to Securikett.

11.5. If Securikett processes a semi finished product which has been provided by the customer (e.g. a hologram foil), complaints can only refer to the work of Securikett. If the default of Securikett's work is the result of a deficient semi finished product provided by the customer, the customer is not entitled to compensation. In case the technical characteristics of the provided material do not match the specifications of Securikett, the customer is obliged to pay Securikett's additional costs.

## 12. Reservation of proprietary rights

All goods remain in the ownership of Securikett until total payment.

## 13. Copyrights, contents and nondisclosure

All rights on documents, especially ownership and rights guaranteed by the Copyright Act, which are part of Securikett's offers, such as illustrations, designs, plans, constructions, technical descriptions and other documents, are reserved to Securikett. Such documents must not be used or made accessible to third parties by the customer without the prior written consent of Securikett. This applies in particular to such written documents which are obviously confidential or are expressly classified as 'confidential'.

## 14. Final Clauses

14.1. Depending on the product type, the goods may be subject to authorisation regarding export or import. The customer acknowledges Austrian, foreign and international export or import control regulations and restrictions and is obliged to comply with them as well as to obtain all required export/import documents at his own expenses.

14.2. The customer agrees that Securikett may process, save and evaluate the received data.

14.3. Austrian law applies exclusively and shall prevail in the event of any conflict of law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. The court of jurisdiction shall be the competent court for the first district of Vienna (Wien, Innere Stadt), if an enforcement of the judgement/the decision of the above mentioned court is possible in the country where the customer is located.

14.4. Any provision to be found invalid or unenforceable shall not affect the validity of these general terms and conditions as a whole. The parties undertake in good faith, to replace the invalid provisions with valid provisions having equivalent or similar content.

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