



Personal Care · Industrial Solutions · Health Care Solutions

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Payer International Technologies GmbH

General Terms and Conditions for Purchasing



#### Scope / Formal Requirements / Offers / General Terms and Conditions of Contractual Partners / Brochures

- 1 We conclude contracts for the purchasing of parts and elements required for the manufacturing of our products solely on the basis of these general terms and conditions for purchasing ("GTCP"), regardless of the nature of each legal transaction. The GTCP have – if applicable – priority over our General Terms and Conditions ("GTC") which apply subsidiarily. The GTCP however do not apply to legal transactions with natural persons who, in such transactions, are acting for purposes which can be regarded as outside their trade or profession. All our declarations within the scope of the GTCP, in particular our declarations of intent, are based on the GTCP and the GTC. Deviations thereof are valid only if in writing.
- 2 Oral commitments, subsidiary arrangements and their like deviating from the GTCP or others of our written declarations, especially those executed by our employees or other assistants do not bind us.
- 3 Our offers are noncommittal and subject to confirmation.
- 4 General terms and conditions, conditions of sale as well as conditions of delivery etc of our contractual partners are non-binding on us, even if we have not expressly objected to their application.
- 5 The content of the pamphlets, technical descriptions etc used by our contractual partners forms an integral and binding part of any agreement with us, unless it was expressly objected against it in writing directly towards us. Such objection must be expressed at the latest at the point of time we get notice of such pamphlet, technical description etc.

#### Delivery

- 6 All goods need to be delivered to us „Delivered Duty Paid“ („DDP“) within the meaning of Incoterms 2000 the application of which is hereby expressly stipulated if and to the extent of which the GTCP do not stipulate otherwise; the goods are to be delivered at our own option to a location to be stated by us. The location of delivery will be stated at the latest together with the date of delivery. In case we do not state a location for the delivery, the delivery shall take place at our registered office.
- 7 In case we are inhibited to take delivery of goods on time due to instances, which occur without our fault, eg due to business disruption in what form ever, due to strike or lockout from our enterprise or due to vis major, we are freed of our obligation to take delivery of goods. In these cases we are entitled to withdraw from a contract without giving rise to any liabilities. If such instances predictable only last for a short period of time or will be transitionally we will take delivery as soon as possible. We will make notice to our contractual partner about such circumstances as soon as possible.

#### Transfer of perils-Passing of the risk

- 8 The passing of the risk (Gefahrenübergang) complies with the provisions of the Incoterms 2000 for „Delivered Duty Paid“ („DDP“). In the case other terms and conditions for delivery of the Incoterms 2000 are stipulated, the passing of the risk (Gefahrenübergang) complies with such other terms and conditions.

#### Conditions of payment / Assignment / Set-Off

- 9 Invoices of our contractual partners are payable within a 90 days period starting from the incoming of such invoice. If there are no more favorable terms of payment we are entitled for a 3 % discount in case of payment within 21 days and for a 2 % discount in



case of payment within 45 days. In the case we dedicate payments to a certain purpose such payments must be used solely for such purpose or, otherwise the payments must be refunded immediately.

- 10 In the case of delay of payment we will pay interest solely to such extent the supplier has to pay interest himself, anyhow not exceeding such interest as stated by Austrian law. Further claims, in particular claims for higher interest e.g. resulting from compensation for damages cannot be demanded from us.
- 11 Our contractual partners are not entitled to claim for costs and expenses which incur due to reminders and collections of due invoices, inter alia costs of collection offices, legal fees, court fees, etc, save if provided for by the applicable law.
- 12 The set-off against our receivables with (possible) claims against us is inadmissible, save such claims are ascertained legally binding or we admitted them in writing.
- 13 Our contractual partners are not entitled to transfer rights or obligations resulting from agreements with us to third parties. Such transfer is only valid and relevant if expressly confirmed by us in writing. Even in the case we agree on such transfer the transfer becomes valid and binding towards us solely if our contractual partner and the transferee expressly give notice to us in writing.

#### Nullity of retention of title

- 14 We gain full and exclusive proprietary with respect to all goods (parts and elements, etc) delivered to us at the latest at the point of time they are being delivered, if the acquisition of proprietary is part of the legal transaction. The transfer of title takes place independently of the obligations to be fulfilled by us.
- 15 In case we belabour or process goods delivered to us before we have fulfilled all our obligations, the contractual partner (therefor nonetheless) not acquires co-ownership on the so resulted new product or retains proprietary thereon.
- 16 In general we – without any exception – object to any declarations of our contractual partners and do not accept agreements whereupon the transfer of title or any other rights of disposal or rights of authority over the goods delivered to us are reserved to our contractual partner or any third party.

#### Warranty / Indemnity / Product Liability / Certificates / Product Safety / Product Features / Insurances

- 17 In general, we do not – without any exception – accept any declaration of our contractual partners or agreements whereupon our rights for warranty, indemnity, product liability or similar rights are to be limited in case of defects, in which form ever, as well as in case of deliveries of shortfall quantities or falsely delivered goods. We are not obliged to make any (prompt) notice of defects. Our contractual partners are obliged upon request to submit (with the goods delivered) all documents necessary to certify the compliance of the delivered goods with the quality and quantity agreed upon in the contract (test certificates, measurement reports etc). We are not obliged to verify the quality and the quantity of delivered goods. We will still preserve our rights for warranty, indemnity, product liability and all similar rights. Should we nevertheless be obliged to verify the quality and the quantity of delivered goods or to make notice of defects in a particular case, we may do so within a period of time of fourteen days from the day of delivery on.



- 18 Our rights for warranty, indemnity, product liability and similar rights will not expire until two years from the point of time, our product containing the delivered goods is delivered to the ultimate buyer. In case the applicable law provides for longer periods, such periods will apply.
- 19 We will be entitled at our own option - without any obligation - to eliminate whatsoever defects of the delivered goods at the costs and the expenses of our contractual partners if required, in particular in order to avert any disturbance of our production process. If necessary we are entitled to eliminate such defects without giving notice thereof or opportunity to eliminate such defects to our contractual partners in advance. This rule also applies in the case we verify and check the quality of the delivered goods bit by bit and separate goods which do not meet the contractual requirements.
- 20 Our contractual partners guarantee for a three year period at the least to hold up the production and the possibility of delivery of all goods delivered to us with constant specification and quality (even small quantities). This obligation exists independently of warranty, indemnity, product liability or similar rights but only depends on our option. In the case such delivery does not take place free of charge the prices and conditions will correspond to the prices originally agreed, under consideration of in-and deflation and increase of productivity.
- 21 Our products shall meet all requirements in order to put them into circulation in all countries of the world if necessary. Our contractual partners will support us best possible to achieve all necessary certificates (certificates of conformity). Such assistance will be free of charge, save expressly agreed in advance and in writing.
- 22 Our contractual partners are obliged to meet every requirements and comply with all rules of the Directive of the European Parliament and the Council dated December 3, 2001 regarding general product safety 2001/95/EG, ABI. Nr. L 11 datetd January 15, 2002 as well as all corresponding regulations and rules under national laws with which such Directive is implemented into national law (e.g. the Austrian Act on Product Safety 2004, BGBl I 2005/16 as at a time amended). Our contractual partners are furthermore obliged will support us best possible to fulfill all our own obligations resulting from such regulations. This rule also applies if such Directive is amended or replaced by other such regulation.
- 23 Our contractual partners are obliged to meet every requirements of the Directive of the European Parliament and the Council dated January 27, 2003 on the limitation of the use of dangerous materials when producing electronical devices, 2002/95/EG, ABI. Nr. L 37/19 dated February 13, 2003 as well as all corresponding regulations and rules under national laws with which such Directive is implemented into national law. Our contractual partners are furthermore obliged to support us best possible to fulfill all our own obligations resulting from such regulations. This rule also applies if such Directive is amended or replaced by other such regulation.
- 24 Our contractual partners guarantee to contract and maintain insurance with an amount of cover of at least Euro 3,000.000,00. Our contractual partners will at our option prove such insurance by submitting the respective confirmation from the insurer. Such insurance must cover our rights for indemnity, product liability, support and reimbursement of costs in the case of product recalls and similar rights. Our contractual partners assign their claims towards the insurer for payment and coverage to us as soon as an agreement regarding the delivery of goods is entered into, at the latest by the delivery of goods to us. The contractual partner will give notice to the insurer at our option.

#### Child labour / Workplace safety

- 25 Our contractual partners must not use child labour or forced labour. They will also make sure that their subcontractors will not use child labour or forced labour directly or indirectly
- 26 Our contractual partners are required to fulfill all local regulations concerning security of employment applicable for them and their production facilities as well as the local labour laws and make shure that their direct and indirect subcontractors do the same.



## Severability Clause

- 27 In the case all or some of the provisions of this GTCP are or become invalid, whether partially or in whole, this will not affect validity of the remaining provisions of the GTCP.

## Place of jurisdiction/place of fulfillment

- 28 For all disputes arising out of or in connection with contracts executed with us the sole jurisdiction of the competent court for the place, where our registered office (Firmensitz) is based, is stipulated. We reserve the right to choose – at our own option – another statutory jurisdiction for actions brought against our contractual partner.
- 29 Our contractual partners are required to fulfill their obligations at the place where our registered office (Firmensitz) is based, except the delivery if another location therefor is stated (see section 6)

## Legal forum

- 30 The laws, which are effective at our registered office (Firmensitz), shall exclusively apply, excluding the conflict of law provisions as well as excluding the provisions of the UN-convention on contracts for the international sales of goods (CISG).

## Language

- 31 Only the German version of this GTCP is binding; other translated versions, in particular this English version thereof, are for convenience only. In case of discrepancies between the German version and other translated versions of the GTCP, the German version prevails.

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