

**General Terms and Conditions of Sale of
ZRUNEK Gummiwarengesellschaft m.b.H. Vienna**
(hereinafter referred to as ZRUNEK)

1. Contract

- 1.1** These General conditions of sale (in the respectively applicable version) apply to all (including future) transactions between ZRUNEK and their Customers who are not consumers within the meaning of Section 1 Para. 1 lit 2 Consumer Protection Act (KSchG) for goods which are produced or traded by ZRUNEK. Any divergent terms and conditions, in particular any sales-, delivery- or payment conditions, provided by the Customer are only binding in the case of written acknowledgement by ZRUNEK.
- 1.2** Offers by ZRUNEK, be it also in the communication of advertising material and price lists, are not binding unless such offers are explicitly designated as binding.
- 1.3** Oral statements or declarations via telephone as well as agreements with employees and representatives of ZRUNEK are binding on ZRUNEK only and insofar as confirmed in writing by ZRUNEK. Statements via e-commerce are deemed to have been received 12 hours after receipt on the local ZRUNEK mail server respectively earliest at the beginning of official ZRUNEK business hours on the next following working day.
- 1.4** Only written order confirmations with signature or order confirmations with ZRUNEK's validity notation are valid. The content of the agreement shall be order and acceptance (order and confirmation of order), the goods stated therein, the therefrom resulting price, the designated ZRUNEK quality description and these General Terms and Conditions of Sale. Any changes and/or amendments of this content of contract shall require the written agreement of the parties.
- 1.5** These General Terms and Conditions of Sale in the respectively applicable version shall be deemed acknowledged by the Customer with the placing of the order, at the latest, however, with acceptance of first delivery of the goods and shall be also with binding effect on all future contracts.
- 1.6** Insofar as the parties have concluded framework-contracts, these prevail. Insofar as such framework-contracts do not contain more specific regulations, they are supplemented by these General Terms and Conditions of Sale. Any changes, amendments or side-agreements are valid only if confirmed in writing by ZRUNEK.
- 1.7** The respective actual applicable version of the General Terms and Conditions of Sale of ZRUNEK are available on the website of ZRUNEK (www.zrunek.at).

2. Goods

2.1 Goods are supplied according to the agreed specifications, in the case of lack of such specifications; goods shall be supplied according to the quality customary in trade. ZRUNEK is entitled also after conclusion of the contract to make changes which are reasonable for the Customer. The ingredients of the gum mixtures, in order to achieve qualities such as for example light permeability, permeability to the weather or to oil, shall meet, in the absence of definite specifications of the Customer, the customary recommended standards given in technical literature. Upon request of the Customer, ZRUNEK shall send copies of data sheets as far as such are available. Regarding admissible deviations in limits and measures the standards set by the relevant european industrial norms with regard to the applicable article, in particular DIN 7715 and ISO-3302 -1 in their respectively applicable versions, namely, the maximum admissible deviations in measure and limits, shall apply insofar as there are no specific indications, including specifications of applicable industrial norms, contained in the order confirmation.

The quantity of ordered goods which are produced according to the specifications of the Customer may include a variable of plus or minus 10%.

2.2 Orders placed according to specimen ("laut Muster") shall be shall be placed with a written specification of the Customer of the desired composition of the goods and the dimensions.

2.3 The Customer shall store the goods in the appropriate way according to the relevant required storage, cleaning and maintenance requirements within the meaning of the applicable DIN for the article concerned, in particular those of DIN 7716 or the relevant succeeding norm in the respectively applicable version. The burden of proof that the requirements for appropriate storage have been met lies with the Customer.

2.4 The goods are not intended to be built into non-regular, abnormal (extraordinary) facilities and are not intended for non foreseeable or non-customary use or operations, in particular may they not be used for parts, fittings, accessories, furnishings or equipments in or for aircraft or other aerial vehicle. The responsibility and liability for the choice, for fitness and suitability for the intended use and/or the appropriateness for applications or operations of the goods and for the achievement of intended results lies exclusively with the Customer.

2.5 Insofar as the Customer intends to market or supply the goods in a third country market outside the EU, Customer is obliged to inquire himself about the relevant quality- and/or production norms of the relevant market and that such relevant quality and/or production norms are fulfilled and that the goods fulfil such requirements. The Customer shall indemnify ZRUNEK for and against any and all damages resulting from a breach of this obligation.

3. Price

3.1 The agreed price applies net ex-works and/or ex-supply warehouse ZRUNEK, without packaging, exclusive of VAT, albeit without costs of packaging, loading, transport and insurance costs ex-works.

3.2 The packaging in wooden boxes, crates, pails and other repositories will be billed at cost price. The cost of packaging material returned shall not be refunded. Transport packaging and outer-packaging respectively additional packaging (“Umverpackungen”) within the meaning of the “Verpackungsverordnung” in the respectively applicable version shall be returned to the factory or the warehouse of ZRUNEK. The Customer’s obligation to return is deemed to be an obligation to be performed at ZRUNEK’s place of business. The Customer agrees that a return made outside the factory or warehouse of ZRUNEK shall be precluded.

3.3 Variations from Para 3.1 and 3.2 may only be agreed with separate and explicit written confirmation by ZRUNEK. A reference to trade terms like FOB, CIF, etc is not to be considered or construed as variation or exclusion of Para 3.1. and 3.2.

4. Conditions of payment

4.1 ZRUNEK’s prices are non-binding and fixed prices; all offers and invoices are quoted in EUROS unless otherwise agreed in writing.

4.2 In the case that payment is agreed in foreign currency, ZRUNEK is entitled to demand payment either at the Euro exchange rate (foreign notes purchase rate) at due date or at the Euro exchange rate (foreign notes purchase rate) on date of payment.

4.3 The amounts billed are due within 30 days from the date of invoicing and are payable postage free and without any deduction. Rebates granted, special conditions, prompt-payment discounts, respites and times allowed for payment shall be deemed to have been revoked in the case of filing a request of commencement of insolvency proceedings, of opening of insolvency proceedings or of the rejection of an application for opening an insolvency proceeding due to lack of funds. Employees and representatives of ZRUNEK shall only be entitled to accept payments if they possess a power of attorney for receipt of payment.

4.4 Advance payments do not carry any interest.

4.5 Payments shall be made by the Customer at its own risk and expense to a bank account designated by ZRUNEK. The place of performance for the Customer shall be Vienna. Money obligations are deemed to be an obligation to be performed and discharged at ZRUNEK’s place of business.

4.6 The retention of payments or a setting-off, compensation (netting) by the Customer in case of alleged counter-claims or in case of alleged incomplete or deficient delivery is explicitly excluded with the exemption of counterclaims of Customer which have been explicitly and with legally binding effect been acknowledged by ZRUNEK or which have been adjudicated by binding and enforceable judgment.

4.7 In case of delayed payment by the Customer or if ZRUNEK becomes aware of facts which raise doubts as to his liquidity, ZRUNEK has the right to immediately set off outstanding

amounts due and/or demand pre-payment or security for future performance and supplies. In case the Customer does not meet this request, ZRUNEK is entitled to rescind the contract and/or demand damages due to non-performance. Furthermore, in case of delayed payment by the Customer ZRUNEK is entitled to demand payment of interest rates in the amount of 9,2 % above the applicable basis interest rate ("Basiszinssatz") as published by the Austrian National Bank ("Österreichische Nationalbank") respectively the applicable statutory interest rate for late payments in a B2B-relationship, whereby the basis interest rate published for the last calendar day of a half-year shall apply to the following calendar half-year. This late payment interest rate shall apply to any and all claims of ZRUNEK against the Customer. The right to demand increased costs for obtaining credit lines is reserved. Any Customer in delay shall bear all costs of reminders for outstanding invoices and all costs incurred for adequate measures of pursuit of claims, expenses and costs for collection, inquiries or requests for information, court costs including lawyers' costs for the pursuit of claims out of court or in court.

5. Delivery

- 5.1** Deadlines of supply or dates of delivery are only binding if they are designated and confirmed as such explicitly in writing by ZRUNEK. Periods of delivery start with the acceptance of the order (date of the confirmation of order) insofar as there are no obligations of pre-performance of the Customer. In this case, the delivery periods only start with the timely performance of the pre-performance obligation (such as the obligation for supply of further specifications for drawing up of designs and production material, the issuing of letters of credit and bank guarantees, the payment of down-payments, etc.) of the Customer. This provision applies equally to any performance requirements of the Customer during the production. If ZRUNEK does not receive in due time indications or specifications from Customer which are required for the execution of the order, delivery periods of ZRUNEK are accordingly adequately prolonged.
- 5.2** The supply is made ex-works or warehouse ZRUNEK; part deliveries and the rendering of accounts for part deliveries shall be admissible.
- 5.3** Should ZRUNEK be in delay with a delivery, the Customer shall in writing grant ZRUNEK an adequate extension of time of at least another period of 4 weeks for performance. Should ZRUNEK not deliver within the period, the Customer may rescind the contract by written statement.
- 5.4** Delivery periods and dates shall be prolonged and/or deferred in circumstances beyond the control of ZRUNEK, in particular in events of force majeure such as measures by authorities, legislative acts, strikes, boycott, riots, war, lock-outs, damages to machinery, lack of energy or resources and utilities, external attacks on IT-systems, and any other disruptions in production, in transport, and elementary events as well as delays of delivery on the part of suppliers for the duration of such hindrance. In case the duration of such hindrance is longer than four (4) weeks, ZRUNEK or the Customer for whom the further performance of the contract is unreasonable may rescind the contract. There will be no entitlement for damages. The party

struck by an event of force majeure will inform the other party about the occurrence and the end of such event. Should in case of an event in the meaning of Para 5.4. the quantity of goods at disposition for ZRUNEK not be sufficient to meet the demands of all customers, ZRUNEK is entitled to respective cutbacks with regard to all delivery obligations.

5.5 In case of conclusion of a framework supply agreement, the quantity promised by ZRUNEK shall be accepted by the Customer at the latest within a year after conclusion of the framework agreement unless otherwise agreed. The prices agreed in a framework supply agreement, in the absence of any other agreement, shall apply for a year. Following the end of this period, the respective actual ZRUNEK list prices shall apply.

6. Transfer of risk

6.1 The handing over of the goods to the Customer shall be made in the factory or at the delivery warehouse of ZRUNEK. In case delivery to a different venue is agreed, the transfer of goods is effected by the handing over to the forwarding agent or carrier, who, should there be no more detailed designation by the Customer, shall be commissioned by ZRUNEK without any liability for the choice of the carrier and on the account and costs of the Customer placing the order.

6.2 With the handing over of the goods the total risk (delivery and payment), in particular the risk of accidental destruction, perishing or loss and risk of transport, is transferred to the Customer. With the lapse of the agreed collection date the goods are stored at risk and expense of the Customer.

6.3 On taking over the goods, and in case of dispatch by delivery by a forwarding agent, a carrier or by the post, the Customer shall without delay investigate and examine the goods and notify immediately in writing providing a detailed description of any obvious defects or defects which can be identified by proper inspection; failing this ZRUNEK's guarantee obligation is precluded. This notification of defects shall be made vis-à-vis ZRUNEK as well as vis-à-vis the forwarding agent, carrier or the post, so that damages and defects which occurred in the course of the transport, and for which ZRUNEK is not liable, may be ascertained immediately.

6.4 Should the Customer not accept the goods within the period and on the conditions as agreed, the risk for the goods passes on to Customer latest at this moment of default of acceptance. ZRUNEK is entitled to request immediate due payment of the full purchase price notwithstanding any eventually agreed payment periods. ZRUNEK is furthermore entitled to request from Customer the compensation of any and all costs and damages incurred by the default of acceptance, in particular costs for storage and transport, to store the goods at cost and risk of the Customer and/or to dispose of the goods after the lapse of an adequately extended period set to the Customer.

6.5 Notwithstanding all this, ZRUNEK is entitled to rescind the contract under the legal conditions and/or to demand payment of damages for non-performance.

7. Property in production utilities and reserved retention of title

7.1 Forms, production utilities and other equipment which serve the production are the property of ZRUNEK even if the Customer has paid a contribution to the costs for the form and the proposals and designs for the article to be produced were made by him. The Customer indemnifies ZRUNEK should any of these forms, production utilities and equipment which were produced or used according to proposals and designs of the Customer infringe intellectual property or rights of third persons.

The costs for the replacement, recoument and/or repair of such forms, production utilities and other equipment which were damaged or destroyed as a result of force majeure or of other circumstances which are not within the sphere of responsibility of ZRUNEK are to be borne by the Customer. The same applies for such costs or expenses which ZRUNEK incurs because such forms, production utilities or other equipment have to be repaired, substituted or reproduced due to wear and tear, abrasion or to other reasons which restrict, impair or exclude their usability.

In case of damage or destruction of such forms, production utilities and other equipment, which due to a separate agreement are the property of the Customer, during the storage at ZRUNEK any liability of ZRUNEK is excluded as far as legally admissible. If such forms, utilities or other equipment which are the property of the Customer are not collected by the Customer despite a respective request within two years after the last utilisation for the Customer, ZRUNEK is entitled to scrap them at the cost and expense of the Customer notwithstanding its right to claim storage costs.

7.2 ZRUNEK retains the proprietary title in the goods supplied on the basis of this contract until any and all claims of ZRUNEK resulting from the contract concluded are fully satisfied. In case of payment by cheque or bills of exchange, the retention of title is only lost with final honouring of the amounts of the bills of exchange or cheque (after encashment or discounting) provided to ZRUNEK.

7.3 In case of processing, combining or mixing of goods with goods which are not the property of ZRUNEK so that the goods cannot be separated any more without substantial impairment or without disproportionate work or expenses, the retention of proprietary title in favour of ZRUNEK pertains to the whole of the goods processed, connected or mixed respectively will ZRUNEK acquire co-ownership pro rata the invoice value of the goods in relation to the value of the intermediate or final product. In case the Customer should due to legal reasons acquire sole ownership or be considered to have sole ownership with regard to the new combined or mixed object (goods), the Customer has to treat and place ZRUNEK as in a position as if pro rata co-ownership would have been acquired respectively has to procure respective co-ownership rights to ZRUNEK until full payment of goods. In such a case the Customer is considered as trustee-custodian of the produced combination respectively mix of goods.

- 7.4** The purchaser is entitled to sell goods for which the proprietary title is retained. In case of sale, the Customer shall assign any claims thereon arising to him vis-à-vis his contractual partner to ZRUNEK without any consideration whether or not these goods shall be resold with or without processing, connection or mixing, and whether they shall be resold to one or more purchasers. ZRUNEK herewith accepts such assignments of claims already now. In case of resale, the Customer is obliged to inform his contractual partner of the retention of proprietary title in favour of ZRUNEK and to provide for the relevant act of publicity of the assignment (notice of assignment) in its books and on its invoices as well as to secure both assignment and retention of proprietary title in a legally binding form and to keep ZRUNEK informed of sales and further developments.
- 7.5** The consent for re-sale, processing, combining or mixing in the regular course of business according the conditions of above para 7.4. is revoked and ceases to exist as soon as insolvency proceedings are instituted or opened regarding the funds of the Customer.
- 7.6** Until the retention of proprietary title extinguishes, the Customer has to treat the goods carefully and shall insure the goods sufficiently, in particular against fire and theft, and furthermore assigns his claims against the insurer in case of the occurrence of an insured event in the amount of the value of the goods to ZRUNEK. The Customer will make apparent the assignment by appropriate entry in its books and will immediately notify ZRUNEK of the occurrence of an event insured against.
- 7.7** Until the retention of proprietary title extinguishes, the transfer of property by way of security respectively for security purposes or the pledge of the goods (mortgage chattel) shall be precluded. Insofar as third parties should pursue any foreclosure or debt enforcement measures with regard to goods for which proprietary title is retained, the Customer shall inform about the proprietary title of ZRUNEK and shall inform ZRUNEK without any delay together with the handing over of all relevant documents necessary for intervention.

8. Representations and Warranties

- 8.1** ZRUNEK shall for the duration of 6 months from the delivery of goods (hand over) in accordance with above Point 6. respectively from recognisability of a defect, at longest however for a duration of 12 months from the date of delivery, warrant that the goods sold to the Customer are in accordance with the specifications in the order confirmation and free of production or material defects. ZRUNEK does not warrant and is not liable for suitability or fitness for use, for applications or processing of the goods, which has to be examined and verified exclusively within Customer's liability. Eventual indications or information by ZRUNEK are non-binding and do not relieve the Customer from his own examination duties. The Customer shall immediately investigate the goods after receipt as to whether or not they are complete and free of defects. Any claims and right to damages are forfeited and barred if obvious defects are not immediately, hidden defects not immediately after their recognisability notified to ZRUNEK in writing with a detailed description to ZRUNEK. In case Customer has inspected the goods pri-

or to collection (pick up) or to transport and has not notified of any defects, any complaints following thereafter concerning recognizable defects are precluded.

8.2 Goods which have been objected as having a defect have to be retained and stored free of charge in the condition and state as they were when the defect was identified for inspection by ZRUNEK. If the Customer proves that he has stored the goods properly (Point 2.3), ZRUNEK will at its discretion either cure the defects or supply defect-free goods instead of the faulty goods. Beyond that and as far as legally possible no further warranty claim shall exist. Several improvements or substitute supplies are admissible. Goods replaced become the property of ZRUNEK.

8.3 The return of the faulty goods replaced shall be made at the expense of the Customer.

Warranty claims for deliveries at specially negotiated conditions or for goods free of costs or complementary goods are excluded as far as legally possible.

8.4 If the goods are built into exceptional, non-regular, out of the ordinary equipment or facilities or are used for non-customary or not foreseeable applications or operations, in total for parts, fittings, accessories, furnishings or equipment in or for aircraft or other aerial vehicle, any and all warranties, as far as legally admissible, are excluded.

8.5 In the case of goods which according to order "according to specimen" ("laut Muster") have been produced without the written information on the specifically desired composition (mixture) and dimensions or volume, the warranty for the composition (mixture) and dimensions or volume is, as far as legally admissible, excluded.

9. Damages

9.1 ZRUNEK is liable for its own and its auxiliary persons at performance of the contract negligence, however, not for slight negligence. There is no liability whatsoever and is precluded to the extent permissible by law for loss of profit due to delayed or faulty delivery, for any detriment suffered by disruption in production, for costs of transport, for damages occurring in connection with the replacement of faulty goods by fault-free goods, for costs of removal and re-installing, for the custody, care and damages through or by processing of goods which are at ZRUNEK for being processed, and for any damages claimed by the customer of Customer or against the Customer.

9.2 Liability of ZRUNEK for damages vis-à-vis the purchasers of its Customer placing the order is excluded in the same extent as against the Customer. The Customer of ZRUNEK is furthermore obliged to similarly restrict possible claims of his purchasers in case of resale.

9.3 Liability of ZRUNEK for damages according to the Product Liability Act or based on product liability for property damage of an enterprise are excluded as far as legally possible irrespective of any negligence. The same exclusion applies for costs of legal defence and representa-

tion, for testing costs, costs for examinations, costs for removal, dismantling, assembling or installation, eventual recall-costs and other expenses or costs for the handling of the liquidation of property damages. Should ZRUNEK be liable jointly and severally with the Customer or the Customer's purchaser and/or its successor in rights or contract partner according to the terms of the Product Liability Act or for grounds of product liability, ZRUNEK is entitled to full recourse to any one of them – Customer, Customer's purchaser, successor in rights or contract partner - unless the party held liable for recourse proves that the defect of the product giving rise to product liability was already in existence before ZRUNEK put the product into commerce. Customer is obliged to take out at his own expense a product liability insurance which includes in the coverage – insofar as insurable – the risk of product recalls and which corresponds as a minimum in scope and duration to the maximum of liability thresholds according Austrian law. Existence of such product liability insurance has to be proven to ZRUNEK upon request.

9.4 ZRUNEK is not liable for any specific fitness or suitability for use, nor for possibility for use, application, installation, processing or manufacturing, whereby the duty to check all of the foregoing lies exclusively with the Customer, and is not liable for any damages resulting from any such non-fitness or non-suitability. Customer resigns and waives any claims for damages against ZRUNEK based on a claim of eventual breach of warning duty unless he has notified the specific purpose of use or application of the goods to be supplied in detail in writing and unless ZRUNEK has confirmed to him such fitness for use or suitability in the order confirmation.

9.5 In case of export of goods to countries outside the EU, any damage and other liability claims are insofar as legally admissible excluded unless ZRUNEK consented to the export to the country of designation in writing.

10. Choice of law, forum

10.1 The legal relations between ZRUNEK and the Customer are exclusively governed by the substantive laws of Austria, excluding international private law provisions and the Vienna Convention on Sales of Goods.

10.2 It is agreed to submit, insofar as admissible all legal disputes arising out of these legal relations to the exclusive competence of the Courts in Commercial Matters for the First District of Vienna. ZRUNEK is further entitled to submit legal disputes against the Customer before the competent local courts at the Customer's main seat or at any branch office of the Customer.

11. Data protection provisions

11.1 The data in connection with the business relationship, in particular name, address, telephone and fax number, e-mail addresses, addresses of order, supply and bill, dates of order, ordered and supplied goods or services, numbers, price, dates of delivery, data of reminder and payment, etc., are stored and processed in ZRUNEK's computer server respectively on data car-

riers or data storage media. The Customer empowers and authorizes ZRUNEK explicitly to all data processing which is necessary or relevant for an orderly and adequate business relationship, to automatically collect, record, process and also forward data in the frame of legal obligations, and to gain or obtain information about him, in particular his financial situation, from or with third parties (for example banks and creditor protection associations) and to process these data with automated processes. The Customer will at any time upon request waive or release his rights to banking secrecy or eventual obligations of confidentiality with third parties.

- 11.2** The Customer expressly declares its consent that any data concerning it or an undertaking connected to its inner group of companies (including balance sheet data), may be forwarded to insurance companies insofar as this is necessary for insuring claims against the Customer, to creditor protection associations for the purposes of keeping, connecting and forwarding data for protection of creditor interests, as well as to ZRUNEK's banking relations for assessment of claims and other risk. The Customer empowers ZRUNEK expressly to forward data of address, telephone, telefax, e-mail and other data of the firm (seat, Commercial Registry No., etc.), as well as statistics about the orders to third parties, specifically the insurance companies, creditor protection associations and banks mentioned above.
- 11.3** The Customer agrees that its business name and other trader's names (logos, etc) may be used by ZRUNEK for advertising purposes, specifically for reference lists, customer lists and other correct references to ZRUNEK's customers. ZRUNEK is also entitled to do so if the business name and other trader's names are protected by trade mark laws or any other intellectual property laws.
- 11.4** The Privacy Policy of ZRUNEK is available on the website of ZRUNEK (www.zrunek.at).

12. Electronic commerce

- 12.1** Information and non-binding offers given by ZRUNEK by way of network supported or electronic data processing are made by ZRUNEK on the basis of the existing assortment and availability in storage as well as the applicable pricing list, etc. are as up-to-date as possible, but shall not be binding.
- 12.2** Orders and any other legal statements of the Customer may be sent validly by using our electronic forms, as well as via e-mail, however, in order to be valid require the faultless receipt on ZRUNEK's server according Point 1.3.. Defects of transmission are at the risk of the Customer.
- 12.3** The content of the order and of the confirmation of order and receipt sent by ZRUNEK, possibly also electronically, and any other statements, shall be checked by the Customer, who will immediately warn of deviations from the statement sent to it. Otherwise, the transaction as confirmed by ZRUNEK shall be deemed concluded. The text of agreements will be recorded and saved by ZRUNEK.

12.4 ZRUNEK reserves the right to revoke the validity of a particular statement or statements made during a certain period due to a possible malfunction of the data processing equipment, without delay and by appropriate means, (individual notice, notification on the ZRUNEK website, etc.) and shall effect another valid transmission of such statements, and/or solicit such transmission.

13. Confidentiality

13.1 The Customer is obliged to keep confidential also beyond and after the end of the business relationship all business or technical information or operation procedures which are not in the public domain of which he becomes aware in the course of the business relationship. The customer is obliged to submit and impose this same secrecy obligation with legally binding effect on his employees, sub-suppliers, sub-contractors and other agents or representatives.

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