

# General Terms

SUNPOR Kunststoff GmbH

## 1. General

The contents of the Agreement made between the contracting parties will be recorded in writing by sunpor and communicated without delay to the contract partner. This order confirmation will be accompanied by reference to sunpor's current general terms of business, which will serve as the contractual basis for the transaction. The contract partner is entitled to contest the terms of the order confirmation and the terms of business within 7 calendar days of receipt of these documents, while otherwise agreeing to these general terms and conditions.

## 2. Deliveries

The deliveries will be made according to the terms stated in the order confirmation. The contract partner is willing to accept and to pay for an excess or short delivery by weight up to a maximum of 11 %.

## 3. Payment Arrears

The agreements made between the parties and recorded in writing in the order confirmation will apply for the payment. In the event of arrears in payment, interest will be charged with effect from the due date for payment. The interest rate to be applied will normally be that of the European Central Bank Base Rate, plus a premium of 8 %. Should events occur which affect the underlying business and lie outside the control of the partners (e.g. changes in the law, extraordinary economic conditions) the rate may be varied on the basis of these changed circumstances. In the event that payment terms for completed deliveries have not been adhered to, we reserve the right to cancel any further orders received.

## 4. Property Rights

The delivered goods remain the property of sunpor until the moment of payment completion.

## 5. Balance Offset Prohibition

The partners agree that it is not permitted to offset debts arising from this transaction against reciprocal debts resulting from other business between the parties.

## 6. Cancellation of Order

If the contract partner cancels the order - following the expiry of the period of 7 calendar days mentioned in Section 1 (General) - the contract partner will pay a cancellation fee of 15 % of the agreed net amount plus any freight costs incurred. This cancellation fee will not be subject to a judge's right of moderation.

## 7. Warranty and liability

We exclusively warrant that, at the time of passing of risk, the goods correspond to the specifications expressly agreed upon. Beyond that warranty an express or implied warranty of any other characteristics of the goods is not provided by us.

## 8. Consultation

Consultation provided by an unauthorised staff shall not constitute any contractual relationship and shall not give rise to any subsidiary obligations associated with the sales contract. Details and information provided with regard to the suitability and use of our goods shall not be binding and without obligation for us. To the extent permitted by law. We shall not assume any liability based on such consultations.

## 9. Force majeure

On the occurrence of Force Majeure, sunpor is obliged to inform the contract partner immediately. On declaration of Force Majeure, sunpor will apportion its deliveries pro rata amongst all its contract partners with outstanding contracts. Force Majeure will apply in the event of delivery arrears of a contracted supplier of sunpor, in strike, lockout, war, blockade, bans on imports and exports, lack of raw materials or fuel, fire, traffic disturbances, disturbance of operation or transport of other circumstances which make the handling of business materially more difficult or impossible. These conditions will apply whether these circumstances occur with sunpor, with a supplier of sunpor or with any other third party.

## 10. Venue and Validity of Law

This Agreement has its basis in the law of Austria. In the event of any dispute, the parties agree that the courts in A-3100 St. Pölten, Austria, have jurisdiction.