

General Terms and Conditions

1. The Validity of the General Terms and Conditions

The following General Terms and Conditions apply solely to all services provided by the COLUMBUS GmbH, FN 147470 v, Peter-Behrens-Platz 7, 4020 Linz (in the following referred as: 'Columbus', 'transferor', 'we' or 'us') even if no reference is made explicitly to these conditions. The client may be referred to as followed: 'contract partner' or 'client'. The expression of the 'contract partner' or the 'client' also includes persons assigned to the 'contract partner' or the 'client', such as for example employees. Additional regulations or such, which deviate from these General Terms and Conditions – in particular, General Terms and Conditions of purchase – may only be a contract component if explicitly confirmed as such in a written statement by Columbus.

2. Offer and Conclusion of Contract

The contract is concluded after Columbus has received the required deposit or after Columbus has received an offer prepared by Columbus and signed by the client as well as Columbus. Verbal agreements with persons assigned to Columbus are only binding for Columbus if Columbus has agreed to these agreements in a written form or if Columbus has carried out the agreement or has rendered an appropriate account.

3. Object of Agreement and Delivery Date

Columbus sells machinery that are made to distort and stick together various materials. The contract partner hereby acknowledges that not every material is suited for the handling with the object of agreement. Even if the material is generally suited for the handling with the object of agreement, this does not automatically mean that the material can be distorted in any desired form. Therefore the client must take into consideration the material property as well as its dimension. Services such as installation, instructions, training etc. are not object of agreement unless individually agreed upon. Information given in catalogues, brochures etc. are only considered object of agreement if they are explicitly agreed upon by Columbus. Measurements and weight indications are always non-binding. The contract partner hereby declares that he has informed himself of the product and knows the product details, in particular, the client confirms his knowledge of the performance range by ordering the product. For the duration of one year upon the date of invoice Columbus offers a service free of charge ('Columbus Club') regarding machinery purchased at Columbus. This service automatically expires after this year. However, the client has the opportunity to agree on extending this service for another year by Columbus, this bearing an extra charge.

The delivery takes place 'FCA' according to the INCOTERMS 2010. Columbus announces the place of delivery (place of delivery to the carrier etc.) towards the client at the time of the conclusion of the contract. Benefit, risks, coincidence and costs devolve to the client as soon as the unloaded delivery is provided to the client by carrier, instructed by and at cost of the client. By this delivery Columbus has fulfilled all contractual responsibilities and the object of agreement is hereby accepted by the client without any claims. Therefore Columbus is not liable for any loss or damage of the goods. The client is obligated to inform Columbus in time of the mode of transportation to the point of destination in order for Columbus to fulfil its responsibilities concerning suitable transport packaging.

In case of the remedy of defects by Columbus the object of agreement is accepted by the client without any claims after 2 weeks upon the remedy of defects or by actual use of the object by the contract partner, this depending on the course of events. Insignificant defects do not authorise the contract partner to refuse the acceptance or takeover. The contract partner is obligated to participate appropriately. In particular the contract partner is obligated to immediately make available any necessary data and information regarding the remedy of defects and is obligated to accept services by Columbus.

Columbus is entitled to choose any employee or third party / subcontractor to undertake its services. Columbus has the right to fulfil the contract in parts, whenever it includes several items. Several delivery dates and deadlines notified of by Columbus are non-binding, are subject to export permits and refer to the delivery place and not the place of destination. The contract partner hereby acknowledges that these times and dates can only be held if the contract partner fulfils all his responsibilities in time according to the time appointed by Columbus. In particular the contract partner must provide all necessary documents and information and the required down payment must be made (Columbus is entitled to wait with the production until the down payment has arrived). Delays in delivery and the increase in costs do not result in a delay by Columbus, as long as the delay in delivery and increase in costs is not caused by Columbus. The contract partner commits to bearing such additional costs.

4. Prices / Term of Payment / Offset

All prices are understood to be net prices (meaning the statutory value added tax – VAT – will be charged additionally), are 'free carrier' according to the INCOTERMS 2010 (meaning the sole loading at the place of delivery as well as shipping and insurance from the place of delivery to the place of destination, whereas the client is responsible for any (transport) insurance) and are to be understood in Euros. The announced prices are only valid for the contract in question. Services or deliveries which exceed the extent of the agreement will be charged separately by Columbus. Columbus is entitled to adjust prices. In particular additional costs not inflicted by Columbus may be charged.

Immediately after order of the contract partner Columbus is entitled to render account and to wait with the production as well as the shipment of the goods until the payment has been fully made, without causing any consequences of default. Accounts rendered by Columbus are due accordingly and are to be paid in a way, that the invoice amount is transferred fully to an account made known by Columbus within 14 days upon the time of receiving the invoice, unless other arrangements have been made. Columbus is entitled to make partial billings in case the contract is fulfilled in several stages.

The offset against our claims with monetary claims, in whatever form is not possible, unless this has been stated by court and is legally binding. The contract partner is not entitled to retain any payments resulting from inadequate-fulfilment or non-fulfilment.

5. Non-disclosure / Copyright

The contract partner is hereby irrevocably obligated to maintain confidentiality concerning several trade and business secrets that have been made available to the contract partner or provided by Columbus or have been made known in association with or due to a business relation or contact to Columbus, in particular technical information in the course of the 'Columbus Club'. Furthermore, the contract partner is not allowed to share any of those trade and business secrets in any possible way with any third party without consent of Columbus. The obligation of secrecy shall remain intact even after the termination of the business relationship with Columbus.

The client is not entitled to remove any signs or labels from the object of agreement concerning the authorship of the manufacturer. The contract partner acknowledges hereby that the infringement of copyright results in damage claims, whereas not only the damage as such but also the loss of profit is to be replaced. The reproduction of the object of agreement by the contract partner is not permitted.

6. Delay

A possible right of withdrawal of the contract partner (which must be claimed in writing by registered letter) includes only the part of the service, with which Columbus is in delay. Circumstances that are not under the control of Columbus, such as events of force majeure, the failure to obtain official export permits, labour disputes, natural disasters, unusable work items, etc. entitle Columbus to determine a new delivery date without having the consequences of delay.

In the case of default in payment by the contract partner Columbus is entitled to retain the object of agreement and is entitled to postpone several contractual responsibilities. This does not affect Columbus' right of withdrawal (the timely payment by the contract partner constitutes an essential condition for the fulfilment of the contract by Columbus) as well as the right of rescission from the contract after notice has been given and the period of 2 weeks has been expired unused.

The liability of Columbus is excluded for any damages that are caused by the retention, the retention does not result in the consequence of delay by Columbus. Furthermore, default interest will be charged to the statutory extent and the contract partner is obligated to compensate the caused damage and several expenses made immediately upon their assertion in the extent of the actual damage as well as the loss of profit. In the case of default in acceptance Columbus is entitled to either insist on fulfilment of contract or to withdraw from the contract after granting a reasonable extension period, however not more than 10 days, and to otherwise sell the product. The contract partner must compensate for all damages

caused by delay and all expenses made, in particular Columbus is entitled to store all goods at risk and costs of the contract partner and the contract partner is obligated to pay a storage fee of 3 % of the invoice amount plus VAT (value added tax), however a minimum of € 50,00 net per calendar day must be paid.

7. Reservation of Title

Columbus delivers exclusively under reservation of title. The contract partner must comply with the labelling requirements etc. for preserving the reservation of title. A resale, a pledge or other legal dispositions of goods through the contract partner is not permitted unless a prior written agreement with Columbus. In the case of a pledge or other claims of a third party the contract partner is obligated to immediately inform the third party of the ownership status and to inform us thereof.

8. Warranty / Compensation of Damages

Columbus shall not be liable in the following cases, in particular regarding the title of warranty and the title of compensation of damages:

- if the defects and damages are caused by an improper operation, an overexploitation, a careless or improper handling or by the installation instruction / instruction manual;
- if a certain deformation / treatment of the used materials is not possible due to the incompatibility of machinery and material or due to bending / agglutinating form;
- if defects, disturbances etc. are the result of natural wear (also parts subject to wear);
- if the contract partner or a third party assigned to or commissioned by the contract partner carries out the intervention of the object of agreement;
- if the contract partner does not report and describe the error or defect immediately and sufficiently in a written error report upon delivery or if the error or defect is not identifiable – upon emerge; furthermore, if the contract partner does not provide Columbus with all documents and information necessary for the correction of error and default.

The contract partner is obligated to inspect the products for completeness and functionality directly upon delivery. Should defects arise the contract partner is obligated to make an immediate, specified and written complaint. If the contract partner does not fulfil these obligations he does not only lose all claims from the title of warranty and the title of compensation of damages, he shall also be liable for damages in the case of a culpable breach of the notification obligation. Concerning the claims of warranty Columbus can choose to fulfil these through either improvement, replacement, price reduction or conversion. The warranty period is 6 months upon delivery and does not extend through fulfilment of the warranty claims, in particular through improvements carried out on the object of agreement. The contract partner must prove the existence of the defects at the time of delivery. The §§ 924 and 933b ABGB do not apply. In the case of a justified complaint and if all conditions are met, remedy will be made within reasonable time – however at least within 4 weeks. Furthermore, the contract partner must take all necessary actions to enable the inspection and remedy by Columbus.

Columbus is only liable for damages in the case of intent or gross negligence. In the case of minor negligence Columbus is only liable for damages to persons. This regulation also applies for damages caused by third parties assigned by Columbus. A recourse according to § 12 of the Product Liability Law (Produkthaftungsgesetz) is excluded. Columbus is not liable for indirect damages, loss of profit, interest losses, omitted savings, consequential damages, pecuniary loss as well as damages resulting from claims of a third party. In particular Columbus is not liable for consequential damages resulting from the defects of goods. Furthermore, a possible liability is limited with € 10.000,00 per case of damage, further claims on whatever legal ground are explicitly excluded. Claims from the title of compensation of damages must be made within 6 months upon the knowledge of the damage and the party at fault, after that period of time Columbus can be held liable no more. Other claims on whatever legal ground of the contract partner proceeding the ones mentioned in this contract cannot be made.

Services that are not included in the obligation of warranty and compensation of damages fulfilled by Columbus will be charged separately.

The client is liable for the accuracy and the completeness of the data and the information (in particular the given UID-Number) provided and shall indemnify and hold Columbus harmless against any damages that may occur in that context. In case a product must be returned on whatever grounds, the client is responsible for the outward and return shipping and for the packaging as well as all costs in that regard. The client agrees to indemnify and hold Columbus harmless in that regard.

9. Term of Agreement

Columbus is entitled to withdraw from the contract (in that case the contract partner must return the object of agreement immediately and in the way in which it was accepted; additionally, a reasonable usage fee must be paid as well as the compensation of all expenses of Columbus) in particular in the following cases:

- if the provision of service is impossible or unreasonably on whatever grounds,
- if the client does not settle the outstanding payment in full and on time despite an overdue notice and an extension of time of two weeks,
- if the client violates any of these significant General Terms and Conditions or of the contract;
- if the client takes actions which result in a serious infringement against legitimate interests of Columbus,
- if bankruptcy proceedings have been initiated in respect of the clients' assets or if in such a case an application was rejected due to a lack of cost coverage,
- in the case of loss of confidence in the client or
- if the provision of service is made difficult or is delayed due to actions of the client.

10. Place of Jurisdiction / Choice of Law / Place of Fulfilment

For conflicts arising from this contract or these General Terms and Conditions – including the ones concerning the existence or non-existence thereof – the parties agree upon the exclusive responsibility of the competent court in 4020 Linz. The contract is solely based on the law of the Republic of Austria, under the exclusion of the UN sales law (UN-Kaufrecht) and all regulations that back reference. Place of fulfilment is 4020 Linz.

11. Additional Terms / Data Protection

If a provision of these General Terms and Conditions is or becomes wholly or partially legally invalid or unenforceable this shall not affect the validity of all other provisions. The contracting parties will replace the legally invalid and unenforceable provisions by legally valid and enforceable provisions as closely as possible to the original content regarding the aim of the provisions.

Modifications and additions to the contract must be agreed upon in writing. This also applies for the modification of the requirement of the written form.

For the sale to consumers according to the Consumer Protection Law (Konstumentenschutzgesetz) these regulations only apply so far, the Consumer Protection Law does not stipulate otherwise

The client hereby explicitly agrees that his personal data, namely first name, surname / company, the companies' registration number, date of birth, address, mobile number, fax number, e-mail address, bank details which may be saved for the purpose of mailing promotional material of products sold and offered by Columbus as well as bank details which may be used for the purpose of client data administration. If the client wishes the incorporation of the object of agreement into a wireless network, the client hereby explicitly agrees upon the saving of the production process in the Cloud for safety reasons.