

GENERAL TERMS AND CONDITIONS

1. Scope

These conditions shall apply to all business relationships, deliveries of goods and provisions of services of VARIUSCARD Produktions- und Handelsgesellschaft m.b.H. in the following referred to as contractor. Any deviations are only binding, if this has been explicitly confirmed by us in writing.

2. Offer

- 2.1. Our offers shall be subject to confirmation.
- 2.2. Any details contained in catalogues, brochures, leaflets and similar, shall only be definitive, if we expressly confirm them in the confirmation of the order.
- 2.3. Any licenses required for executing an order, which have to be granted by authorities or third parties, have to be obtained by the customer, who shall have to inform us about this matter, and if necessary, indemnify us. VARIUSCARD shall not be obliged to start work before these licenses have been granted in a legally valid manner.
- 2.4. Appropriate expenses for drafts, designs or samples made at the customer's request shall have to be reimbursed to us promptly at our request, even if the order envisaged is not placed.
- 2.5. Data for printing and personalization service have to be supplied by the customer in appropriate quality and format. Any designing, in particular optical arrangements, design elements, backgrounds or similar, are not included in the offer.

3. Conclusion of Contract

- 3.1. The contract shall be deemed as concluded, when we have sent the written confirmation, or actually effect delivery. Any changes or additions to the agreement have to be confirmed by us in writing to become valid.
- 3.2. In the case of recurrent work, for which special materials were made or procured, termination is inadmissible, as long as these materials have not been used up.
- 3.3. For orders with different invoicing and delivery addresses, as well as for deliveries to third parties, it is understood, that the purchaser is considered as the customer, unless otherwise agreed.
- 3.4. Except as otherwise agreed in writing, orders to be supplied periodically, for which a period of notice and final date was not agreed, may be terminated by either contracting party to the last day of the month upon three month notice.

4. Prices

- 4.1. Quotations become binding, when we have confirmed them in writing together with details of the scope. We are entitled, to invoice any deliveries or services going beyond this scope of performance.
- 4.2. We shall be entitled, to invoice additional costs incurred by a delay, which was due to clarification of technical or legal requirements for delivery, which we were not responsible for, or as a result of overtime, night-work or Sunday work requested by the customer.
- 4.3. We are entitled to deliver +/- 10% of the quantity ordered and to invoice accordingly, whereby this may not entitle the customer to a delay of the invoice due date.
- 4.4. Unless otherwise agreed in writing, prices shall be ex works. If delivery includes service, prices shall be exclusive of unloading or shifting.
- 4.5. Additional costs for special packaging, freight charges, or postal expenses, shall be agreed upfront and are subject to our written confirmation.
- 4.6. Any prices shall be based on the costs at the time of their notification. We shall be entitled to adjust prices, if an order varies from an overall offer, or if the costs have changed up to the time of delivery.

5. Delivery

- 5.1. The lead time for delivery must be included in the order confirmation. It shall run from the latest of following dates: the date of the order confirmation, customer approval or the date we receive the deposit stipulated prior to carrying out any work, or when a credit to be established was issued.
- 5.2. We shall be entitled to make and invoice deliveries in advance, or partial deliveries.
- 5.3. In case of force majeure, or in case of a loss of an important work piece, or if this becomes unserviceable, we shall be entitled to reasonably extend the time of delivery and to adjust the prices, without being in default.
- 5.4. Raw materials, semi-finished or finished goods shall only be stored after prior written agreement and shall be paid for separately.

- 5.5. Packaging made from paper or cardboard shall be charged a tour cost price and will not be taken back.

6. Passing of risk

- 6.1. Utilization and risk shall pass to the customer, when the item for delivery leaves our plant or warehouse, or is stored in terms mentioned in point 5.4 of these conditions, whereby prior agreed payment conditions, shall remain untouched.
- 6.2. Any particular agreements regarding quality testing or incoming inspection as well as trial operations, shall not affect the provisions about the place of performance and passing the risk.
- 6.3. In case of call-off orders, one year after the order has been placed, we are entitled to consider the goods as released and to request the performance owed by the customer.
- 6.4. Any performance necessary for satisfying the contract, which is not left up to us in the confirmation of the order, and any additional performance required for fulfilling the contract, shall be rendered by the customer at his/her expense.
- 6.5. Any material procured by the customer shall be delivered free domicile. In the case of larger lots, the customer shall have to promptly reimburse us, at our request, for any costs of quality inspections as well as warehouse expenses.
- 6.6. We shall store any manuscripts, original work, documents, films or other goods, handed to us exclusively, only at the customer's risk.

7. Payment

- 7.1. Unless special terms of payment have been agreed in writing, the billed total (net price plus VAT) shall be payable 14 days from the invoice date.
- 7.2. In the case of partial clearing, the corresponding partial amounts shall be due on receipt of the invoice concerned. This shall also apply to amount charged, which are incurred by additional deliveries or other agreements going beyond the original final total.
- 7.3. Payments shall be made at the due time stated on the invoice without any deduction.
- 7.4. The customer shall not be entitled to withhold any payments, or balance counterclaims due to warranty issues or other claims.
- 7.5. If the customers defaults in payment, we are entitled to
 - a. postpone performance of our obligations until the overdue payment has been effected
 - b. utilise a reasonable extension of the time for delivery
 - c. accelerate maturity of the entire remaining purchase price that is still outstanding
 - d. charge default interest of 8% p.a.
 - e. withdraw from the contract in the case of a non-compliance with a reasonable period of grace.
- 7.6. The good shall remain our property until all our claims from any reciprocal legal transactions with the customer have been completely redeemed.

8. Warranty

- 8.1. A claim based on warranty shall only arise, if the customer immediately notifies us about the defect in writing and include a detailed description as well as a sample in order to show the defect. This shall in particular apply for defects in the case of contracts for work and services. One defective part within the delivery must not result in a notice of defect for the entire delivery. In the case of a justified notice of defects, we may replace or rectify the defective goods, or defective parts, at our option.
- 8.2. Any time spent travelling; any transportation costs and travelling expenses due to repair or replacement work shall be at the expense of the customer. The customer shall make available, free of charge, any auxiliary staff, auxiliary materials and tools needed for warranty based work at the customers company.
- 8.3. If the performance required is not according the latest valid norm, but rather on the basis of design details, drawings, models or other specifications by the customer, our liability shall only cover the execution in accordance with the conditions.
- 8.4. We shall not take responsibility if used objects are sold, or repair orders are accepted, or if changes or structural alterations are made.
- 8.5. Defects caused by overload, negligent or improper treatment, atmospheric discharges, over voltage, chemical influences, use of unsuitable operating materials, material supplied by the customer or a third party, instructions made by the customer, or assembly work carried out by third parties shall be excluded from warranty.

- 8.6. The warranty shall be terminated immediately, if changes or repairs to the object delivered are made without our agreement.

- 8.7. In principle, a defect can only be accepted when the function of the product concerned is limited or even prevented. We shall only be liable for subjective impressions as light-fastness, variability and variance of the colours, based on the usage of transparent foils for instance; in as far as these are based on defects, which were easily recognisable in a proper test prior to the use of the material concerned.

- 8.8. In the case of colour reproductions for all printing processes, complaints about minor variations from the original may not be deemed as a defect. The same apply for printing based variations between a sample print and the real production as well as within one printing slot.

- 8.9. Approvals in form of PDFs, pictures or similar, are not 100% colour-obligingly. Deviations which are subject to these cannot be acknowledged.

- 8.10. The customer shall check any proofs for type matter or other errors and return them to VARIUSCARD ready for press. VARIUSCARD is not liable for any errors missed by the customer.

- 8.11. Typesetting errors can be corrected by us, whereby all additional expenses will be invoiced accordingly.

9. Damages

Unless otherwise agreed in these terms, our liability shall in all cases remain limited to the loss occurred on the object of the performance. Any damages going beyond this, in particular consequential harm caused by a defect, shall be excluded. We shall also not liable for hidden defects, if these cannot be detected by us during a prior test.

10. Default and Rescission

- 10.1. Provided we fail to deliver due to gross negligence, despite s grace period having been set, the customer may withdraw from the contract.
- 10.2. We shall be entitled to withdraw from the contract in any of the cases included under 7.5, or:
 - a. If the execution of the delivery, the start or continuation of he performance is impossible or further delayed for reasons the customer is responsible for, despite a period of grace having been set,
 - b. In the case of reservation about the customer's credit rating, if the customer refuses to make an advance payment a tour request or to provide suitable collateral prior to delivery,
 - c. If the extension of the delivery time is in total more than half the period of delivery due to circumstances stated under item 5.3., but at least 6 month.
- 10.3. If judicial insolvency proceedings are instituted against our customer's assets, or a bankruptcy petition is refused because the costs of the proceeding cannot be covered, we may withdraw from the contract without setting a period of grace.
- 10.4. In the case of rescission, we shall have the right to payment of deliveries already made, or services already rendered and for any preparatory actions taken with regard to the contract, even if the contract was only partially fulfilled hereby and without prejudice to our claim for damages.

11. Imprinting

VARIUSCARD shall be entitled to imprint a company- or brand name, or a clear product number on the products being made, even without the expressive authorisation from the customer.

12. Copyrights

We shall reserve any rights to drafts, offers, projects, associated drawings, measurements and descriptions. The customer may not use these documents in a way that goes beyond the content of the contract, even if they do not come from us. In particular they must not be duplicated or made available to third parties. At our request, they must be returned to us immediately.

In addition, the customer shall be bound to indemnify VARIUSCARD against any claims made by third parties caused by infringement of copyrights, ancillary copyrights, other industrial property rights or personal rights.

13. Jurisdiction, Applicable Law

Unless otherwise agreed, all contracts concluded under these terms are subject to Austrian law, court Vienna. This may apply for any dispute arising directly or indirectly.