

GENERAL TERMS OF SALE AND DELIVERY

of E.L.T. Kunststofftechnik & Werkzeugbau GmbH & Co KG
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A) SCOPE OF APPLICATION

1. The present Terms and Conditions of Sale and Delivery (in short: Terms and Conditions) shall govern the legal relationship between us, E.L.T. Kunststofftechnik & Werkzeugbau GmbH, as contractor / service provider on the one hand and our clients on the other hand and shall apply to any form of order placement (e.g. purchase contract, contract for work and services, contract for work and materials, consultancy contract).
2. Our deliveries, services and offers are provided exclusively on the basis of the following terms and conditions. These terms and conditions shall also apply to all future business relationships, even if they are not expressly referred to again before each individual business transaction is conducted. Deviations from these terms and conditions shall only be deemed effective if they are confirmed by us in writing.
3. Any terms and conditions of business, purchase and acceptance of the client shall not take precedence over these terms and conditions and shall only impose obligations on us if they have been expressly accepted by us in writing in each individual business transaction. In particular, we shall not be obliged to object to any terms and conditions used by the client which conflict with these terms and conditions. Failure to object or performance of the delivery or service on our part shall in no way constitute consent or acceptance, even if we are aware of terms and conditions of the client that conflict with or deviate from our terms and conditions. Any reference made on our part to documents of the client shall not imply any acceptance of the client's terms and conditions or rules and regulations. If the client becomes aware of the existence or the wording of our terms and conditions for the first time in the context of our commercial confirmation letter or our order confirmation, these shall be deemed to be fully recognised by the acceptance of the confirmation letter or the order confirmation without objection.

B) OFFER AND CONCLUSION OF CONTRACT

1. Our offers are subject to change unless expressly agreed upon otherwise in writing.
2. The information contained in our offer, in particular illustrations, drawings, descriptions, dimensions, weight, performance and consumption data, delivery deadlines as well as information regarding the usability of our products are only approximately authoritative unless this information has been expressly designated as binding. A guarantee of the properties of our services shall require prior written agreement.
3. Conclusions and any other agreements shall only become binding upon our written confirmation to that effect. With regard to the validity of written confirmation, electronic correspondence shall be deemed equivalent to correspondence by letter.
4. Orders which deviate in their wording from the offers made by us in any respect shall require our express written confirmation in order to be deemed binding.
5. Clerical errors or calculation errors entitle us to withdraw from the contract if the client refuses an adjustment. Claims for compensation by the client are excluded in this case.

C) DELIVERY TIME

1. The delivery periods and delivery dates shall always apply only approximately, unless they have been expressly confirmed in writing as fixed dates.
2. The delivery periods shall commence at the earliest on the date of our order confirmation, but not before the order has been completely clarified, in particular not before all necessary documents to be provided by the client have been submitted and advance payment agreements have been fulfilled.
3. The same shall apply to delivery dates. Delivery periods and delivery dates shall be understood to be ex works. If the goods cannot be collected or dispatched in good time through no fault of our own, delivery periods and delivery dates shall be deemed to have been met upon notification of readiness for dispatch.
4. In the event that a fixed date has been agreed upon, collection must take place at this point in time, otherwise within 5 working days after receipt of our notification of readiness for collection. If the client does not fulfil his obligation, he shall be deemed to be in default of acceptance without the need for a reminder.
5. Partial deliveries are permissible.
6. Events of force majeure affecting us or our subcontractors shall extend the delivery period appropriately. This shall also apply in the event of official interventions, pandemics, epidemics, embargoes, any kind of sanctions (especially economic and political) energy and raw material supply difficulties as well as delivery delays for purchased parts, strikes, lack of means of transport and transport obstructions, lockouts and unforeseeable delivery difficulties, provided that we are not responsible for them. We shall inform the buyer of the same without delay. E.L.T. has to keep impairments of the buyer as low as possible, if necessary by handing over moulds, tools and devices for the duration of the hindrance.
7. Even after the delivery deadline has been exceeded, the client shall remain obliged to accept and pay for the processed goods.
8. We deliver exclusively ex works (Incoterms version 2020 ex works) including packaging, but exclusive of other shipping and transport charges, unless otherwise expressly agreed in writing.
9. In the event of assistance with loading, the buyer shall be obliged to indemnify and hold us harmless.
10. If insurance is taken out at the request of the buyer, we act only as an intermediary to the exclusion of any liability.
11. We shall not be in default of delivery if the client is in default of payment obligations on his part. In this case, we shall be released from any obligation to perform until the payment obligations have been fulfilled.
12. 9. We shall not be held responsible for delays in delivery and increases in costs resulting from incorrect, incomplete or subsequently changed details and information or documents made available and these cannot lead to default on our part. Any additional costs resulting therefrom shall be borne by the client. Any postponements for which the client is responsible require a new time schedule to be drawn up by us.

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13. 9a. In the event that the execution of the order or the delivery is delayed, impeded, made unreasonable or impossible due to cases of force majeure, we may postpone the delivery date or withdraw from the contract in part or in full. In such cases, the client shall have no claims for compensation against us. In the event of partial or total withdrawal from the contract by us, we shall be entitled to aliquot remuneration in accordance with the services rendered to date. Alternatively, we may invoice the previous performance on a time and material basis. In this case, the client shall be entitled to (partially) completed or processed parts of the goods.
14. Force majeure shall be deemed to be all unforeseeable events or events which, even if they were foreseeable, are beyond our control or the control of the client and whose effect on the performance of the contract cannot be prevented by reasonable efforts.
15. 10. (10) In the event of postponements for which the client is responsible, we shall also have the option of requesting the client in writing to fulfil his obligation to cooperate to the agreed extent, setting a grace period of 8 days, failing which we shall be entitled to withdraw from the contract without setting any further grace periods and shall have a claim against the client for settlement of the services rendered to date on a time and material basis, in each case plus the loss of profit. Counterclaims cannot be asserted by the client during this period.
16. In the event that we declare our withdrawal from the contract in accordance with this provision and settle our manufacturing costs incurred up to that point or the expenditure for the services performed to date including the lost profit, the client shall be entitled to the parts of the goods that have already been (partially) completed or processed. The provisions set out under point K) of these Terms and Conditions shall remain unaffected hereby.
17. 11. The client may not assert any claims against us arising from a delay in delivery, even if we were at fault for the delay.

D) DELIVERY AND TRANSFER OF RISK

1. The risk of damage, destruction or unusability of the objects of purchase or delivery shall pass to the client as follows:
 - a) In the event of an "ex works" agreement, as soon as the goods are made available for collection at the respective manufacturing plant;
 - b) If "free carrier" has been agreed, as soon as the goods have been handed over to the person carrying out the transport for loading;
 - c) If "carriage paid" has been agreed, as soon as the goods have been handed over to the person carrying out the transport for loading;
2. In the event of loss or damage during transport, the recipient is responsible for making a claim against the carrier or forwarding agent.
3. The client shall be obliged to accept the goods sent in accordance with the contractually agreed terms and conditions or made available for collection without delay. If dispatch is delayed at the request of the client or for reasons within the client's sphere of influence, the risk shall pass to the client upon notification of readiness for dispatch.
4. In the event of a delay in acceptance or in the event of an impossibility of delivery caused by force majeure, we shall be entitled to store the goods ourselves or to have them stored by a forwarding agent at the expense and risk of the customer.
5. The following shall also apply to the export of goods and merchandise and the provision of technical services: Insofar as the export of goods and merchandise ordered from us or the provision of technical services by us is subject to the existence of an official permit (of whatever kind), the client undertakes to ensure that all permits are issued in good time to the extent required for the export of the goods and merchandise or the provision of the technical services. We shall be entitled, but not obliged, to refuse (further) fulfilment of the order until proof has been provided that all necessary permits and approvals have been obtained. All damages, expenses and burdens (of any kind whatsoever) incurred by us as a result of the non-granting, non-existence or untimely proof of the existence of all necessary permits shall be borne by the customer and shall be reimbursed to us.
6. The following shall also apply to the provision of services: The client shall cooperate to the best of his ability in the performance and provision of the service by us and shall undertake or take all necessary steps to enable us to provide our service in accordance with the mutually agreed contract. Delays or failure to perform the service as well as all associated consequences, expenses and burdens due to failure to cooperate or insufficient cooperation and support on the part of the client shall be borne exclusively by the client.

E) PRICES

1. The prices stated in our quotations shall apply subject to the proviso that the order data on which the quotation was based remain unchanged. The prices specified in our order confirmations shall apply accordingly. Value added tax in the respective legally standardised amount shall be added to the prices including all ancillary costs.
2. The prices quoted by us are to be understood as "ex warehouse" or "ex works". They do not include freight, postage, insurance, customs duties and other packaging, transport and shipping costs. Furthermore, transport insurance will only be taken out if expressly requested by the customer. With regard to ancillary costs, we may choose whether to charge the costs that are reasonable in the respective case or a flat rate for ancillary costs.
3. The client shall dispose of the packaging supplied by us at his own expense. There shall only be an obligation to take back the packaging material if this has been expressly agreed in writing.
4. Increases in the freight and customs rates applicable at the time of the conclusion of the transaction and the introduction of new levies shall entitle us to increase the agreed sales price on a pro rata basis without the customer being entitled to declare his withdrawal for this reason. We shall also be entitled to price increases due to increases in freight and customs rates or the introduction of new levies if there is a delay in delivery and the corresponding increase in freight, customs rates and levies occurs after the originally agreed delivery date.
5. Price quotations as well as cost estimates on our part are generally non-binding unless their binding nature has been expressly confirmed in writing.
6. Due to the partly very high degree of dependence on upstream suppliers (raw materials, cardboard segments, etc.), transport companies, the high energy intensity of production and the increasing personnel costs, ELT reserves the right to pass on the increasing costs partly or entirely in the form of price increases and to increase the sales prices accordingly. ELT will inform the Customer at least four (4) weeks in advance before implementing such price increase.

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7. Exceedings of our offer (cost estimate), which are caused by changes to the offer on the part of the client, shall be deemed to be approved by the client even without further notification on our part. The client shall waive its right of withdrawal in such cases.
8. The price for the moulds also includes the sampling costs, but not the costs for testing, processing & machining devices and changes initiated by the buyer.
9. Reusable pallets and transport packaging will be exchanged or invoiced separately at cost price.

F) DISCOUNT CHARGEBACK

1. Rebates and discounts shall only be granted on condition of full payment of the agreed remuneration in due time. If the agreed remuneration is not paid in full - in particular due to the opening of insolvency proceedings against the assets of the client - we shall be entitled to claim the actual price without rebates and discounts.

G) TERMS OF PAYMENT

1. The remuneration is due for payment immediately after receipt of the invoice without deduction, but in any case within 30 days after transfer of risk at the latest. Discount deductions shall require a separate agreement. Payment shall only be deemed to have been made when we have unrestricted access to the amount.
2. If the client refuses to collect the goods despite notification that they are ready for dispatch or refuses to accept them, the invoice amount must nevertheless be paid in full no later than 30 days after notification that the goods are ready for dispatch or delivery.
3. A right of retention of the client, in particular based on the plea of non-performance of the contract due to alleged defects, shall be expressly excluded. Similarly, the client shall not be entitled to set-off against any claims whatsoever, except for claims recognised by us or already established in law.
4. Unless otherwise stated, all prices are in euros, net, i.e. plus VAT at the respective statutory rate.

H) DEFAULT IN PAYMENT

1. In the event of default in payment, we shall be entitled to charge annual interest of 9.2% above the respective base interest rate of the Austrian National Bank of the preceding 30th June or 31st December in accordance with § 456 of the Austrian Commercial Code. This shall not exclude the assertion of further damages caused by default. The client shall be liable to us for such further damages, in particular also for interest damages as a result of failure to fulfil the payment obligation in due time.
2. If we assert outstanding claims ourselves, the client undertakes to pay an amount of EUR 40.00 for each reminder issued, irrespective of the actual expense. Section 1333 (2) of the Austrian Civil Code (ABGB) shall apply to the reimbursement of collection costs exceeding this lump sum.
3. Furthermore, all claims shall become due immediately if the terms of payment are not complied with or circumstances become known which, in our opinion, are suitable to reduce the creditworthiness. In this case we shall be entitled to perform outstanding services only against advance payment or to withdraw from the contract after the fruitless expiry of a reasonable period set by means of a reminder.
4. In the event of default in payment, we shall be entitled to declare withdrawal not only with regard to the present contract, but also with regard to other transactions not yet completed or with regard to successive deliveries. Furthermore, we have the right to retain goods that have not yet been delivered and to discontinue further work on orders that are still in progress in the event of non-receipt of pro rata payments. We shall be also entitled to demand the return of goods that have already been delivered but not paid for and to collect them at the expense of the client. The client must grant us all access necessary for exercising the right to retrieve the goods.
5. If the economic situation of the client deteriorates significantly, if insolvency proceedings are opened against the assets of the principal or the opening of such proceedings is threatened, if insolvency proceedings are not opened due to a lack of cost-covering assets or if we receive information which is suitable to justify doubts about the client's solvency or willingness to pay, we shall be entitled at any time to declare all claims against the principal immediately due and payable.
6. This provision does not affect our right to terminate the contract in accordance with point R) of these conditions.

I) PROVIDED PARTS AND PURCHASED PARTS

1. If additional parts are delivered by the Buyer, the Buyer shall be obliged to deliver them by means of DDU to the respective ELT plant (pursuant to the respective applicable Incoterms 2020) with a surcharge of 5-10%, depending on the agreement, for any rejects, in good time, in perfect condition and in such quantities that we are able to process them uninterruptedly, properly and in good time.
2. E.L.T. shall give notice of defects in the parts provided without delay as soon as these become apparent in the ordinary course of business. The buyer shall waive the objection of delayed notification of defects in this respect.
3. In the event of non-timely, insufficient or defective delivery of parts to be provided, our liability for consequences of delay shall lapse. In particular, we shall be entitled to discontinue further production until proper and sufficient parts have been delivered. In such cases, the customer shall be obliged to reimburse the supplier for any additional costs incurred. Other consequences of default shall remain unaffected thereby.

J) PREPARATORY WORK, TEMPLATES

1. Preliminary work carried out by E.L.T. such as sketches, drafts, cost estimates, originals, samples etc. shall be invoiced separately unless an order is placed. These preliminary works as well as brochures, catalogues, presentations and the like shall remain the intellectual property of E.L.T. Any use, in particular the passing on, duplication, publication and making available, including copying only of extracts, shall require the express prior written consent of E.L.T.

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K) THIRD PARTY PROPERTY RIGHTS

1. If goods are manufactured according to ideas, suggestions, samples, drawings, instructions, specifications or models of the customer (collectively referred to as "customer design"), the customer guarantees that no rights of third parties are infringed thereby, in particular no patent rights, trademark rights, design rights or other industrial property rights. The same applies to cases in which E.L.T. makes changes and/or additions to the customer design and the customer approves of their release.
2. The customer shall in any case fully indemnify and hold E.L.T. harmless against any claims for damages and injunctive claims in connection with the infringement of such third party rights and the customer shall reimburse E.L.T. for all costs incurred in this connection.
3. In the event of the assertion of such rights by third parties, E.L.T. shall be entitled, without examining the legal situation and without the customer being entitled to any claims against E.L.T. for this reason, to cease deliveries immediately and to withdraw from the contract without setting a period of grace.

L) INTELLECTUAL PROPERTY

1. "Intellectual Property" shall include, in particular and without limitation, know-how, ideas, trade and business secrets, technical improvements, industrial property rights, inventions, copyrights, trademarks and rights to use names, all irrespective of whether registered, recorded or granted, and all applications, extensions or renewals.
2. "Existing Intellectual Property" shall mean the "Intellectual Property" of E.L.T. which already exists on the part of E.L.T. upon commencement of the cooperation at the latest at the time of conclusion of the contract.
3. "Developed Intellectual Property" means "Intellectual Property" which has been developed or has arisen in the course of the collaboration by E.L.T., its employees or other (legal) persons attributable to it (freelancers, students, professors, subcontractors, etc.) or jointly with the Client.
4. Both "Existing" and "Developed Intellectual Property" shall remain the (sole) property of E.L.T. under all circumstances.
5. "Rights of use" shall mean all forms of use of "Intellectual Property" of E.L.T., in particular licences granted, rights to use works or authorisations to use works. Rights of use to "Intellectual Property" of E.L.T. must be granted expressly and in writing and the respective scope must be agreed separately. In the absence of a separate agreement, rights of use are to be interpreted very restrictively, are non-exclusive, revocable and granted by E.L.T. only to the extent that they are absolutely necessary for the customer to use and exploit the goods in accordance with the agreement.

M) WARRANTY

Any defects in the goods delivered by us or services rendered by us shall be warranted in accordance with the following provisions:

1. The warranty period shall commence with the shipment or collection of the goods. If the client is in default of acceptance, the warranty period begins with the notification of readiness for dispatch.
2. After handover and in the course of using, mixing, combining, blending, modifying, processing, storing or (re)selling the goods (hereinafter "use"), the customer shall carefully examine the goods in advance and satisfy himself that the goods delivered comply with the specifications agreed in writing or, if no specifications have been agreed, with the most recent specifications used by E.L.T. at the time of delivery of the goods ("specifications").
3. E.L.T. warrants that a) at the time of delivery the goods comply exclusively with the specifications agreed in writing and/or the samples/drawings released by the customer and expressly accepted in writing by E.L.T. and b) where necessary, for the foodstuffs sector, only such materials and items made of plastic are placed on the market that may be brought into contact with foodstuffs without this posing a risk to the consumer.
4. E.L.T. shall not warrant or be held liable for a) the functionality, quality or suitability of the product for a specific intended use or purpose, b) compliance with laws, standards and regulations of a country other than the country of the registered office of the manufacturing plant or c) statements on the homepage, in advertising materials or publications in catalogues, print media, electronic media or social media. The testing of the functionality, quality and suitability of the goods for the intended use shall be the sole responsibility of the customer, also with regard to any interaction of the product with the specific filling material, contact material or other assembled components.
5. The warranty period ends after 12 months.
6. As a matter of principle, the warranty obligation shall only be deemed to exist for defects that are asserted in writing without delay, at the latest, however, within a period of 3 working days from the time they become recognisable to the client, with simultaneous indication of the possible causes. If the client fails to give notice of defects in due time, he may no longer assert the claims referred to in Section 377 (2) of the Austrian Commercial Code (UGB). In order to be able to make use of our warranty obligation, the client must provide evidence that an alleged defect is one for which we are responsible and that it was already existent at the time of handover. The applicability of the legal presumption of Section 924 of the Austrian Civil Code (i.e. § 924 of the Austrian ABGB) shall be expressly excluded. Further liability limitations in these Terms and Conditions shall remain unaffected thereby.
7. We shall only be held liable for defects that occur under the intended operating conditions, when the specified maintenance and service intervals are observed and during normal use. The warranty obligation shall, in particular, not apply to defects that are due to reasons for which the client or third parties are responsible.
8. Warranty is also excluded if the delivered goods are handled or used improperly and, in particular, if relevant instructions and regulations issued by us are not observed. If the quantity and weight of our delivery do not deviate by more than 5% from the ordered quantity, this shall not constitute a defect. Our incoming or outgoing weighing shall be exclusively decisive for this determining.

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9. Insofar as the improvement or replacement is impossible or would involve a disproportionately high effort for us or if we are unable to comply with the request for replacement or improvement or cannot comply with it within a reasonable period of time, we shall have the right, at our discretion, either to cancel the contract in its entirety or to grant the client an appropriate pricereduction.
10. The warranty obligation shall lapse if the customer makes any changes of any kind to the delivery item without having obtained our prior written consent.
11. The warranty relates exclusively to goods delivered by us. We shall only be liable for those goods which we have obtained from sub-suppliers to the extent that we are entitled to warranty claims against the sub-suppliers.
12. If we are obliged to remedy a defect, we may replace the defective goods or their defective part, remedy the defect on site during normal working hours or have the defective goods or their defective part sent to us for the purpose of improvement. We shall be granted the necessary time for the inspection of the defects as well as for the repair or for the delivery of replacement parts. If the defects are remedied on site, the customer shall bear all costs and expenses incurred in connection therewith, in particular official and sovereign fees, other expenses as well as our travel and any overnight accommodation costs and shall also be obliged to take all necessary organisational measures and precautions at its risk and expense in order to enable us to carry out the remedial work without friction.
13. The warranty period shall not be extended after the defect has been remedied or replaced.
14. We shall only be obliged to pay for the rectification of defects by the client himself or by third parties if we have given our prior written consent to this.
15. In any case, we shall be released from any warranty obligation as long as the client has not settled our outstanding claims in full.
16. Warranty claims do not entitle the client to withhold agreed payments.
17. 14. From the beginning of the warranty period, we do not assume any further liability than determined above, including for defects whose cause lies before the transfer of risk.
18. If a genuine guarantee commitment is made, the above provisions shall apply mutatis mutandis. Warranty repairs will only be accepted after prior consultation with our warranty department and subsequent written confirmation.

N) LIABILITY

1. We shall only be liable to the client - with the exception of personal injury - in the event of gross negligence or intent, whereby claims for damages shall in any case be limited to the mere repair of the damage and to the amount of the order sum. We shall not be liable under any circumstances for other damage of any kind, such as damage to goods which are not the subject of the contract, for loss of profit, for consequential damage caused by defects and for damage caused by interruption of production and hindrance of operation. The reversal of the burden of proof according to § 1298 ABGB (Section 1298 of the Austrian Civil Code) is excluded. The above limitations of liability shall apply to the same extent to our vicarious agents and persons employed by us in the performance of our obligations.
2. All claims for compensation shall become statute-barred at the latest one year after delivery or provision of the service.
3. We shall not be liable under any circumstances for damage to workpieces provided.
4. Liability to pay compensation for claims resulting from the Product Liability Act due to material damage as well as product liability claims that can be derived from other provisions are excluded.
5. In those cases in which cover is provided by our business liability insurance, any liability to pay compensation shall be limited to the amount of cover available under our business liability insurance. The aforementioned limitations of liability shall remain unaffected thereby.

O) CHANGE OF CIRCUMSTANCES

1. If the circumstances under which a contract was concluded have changed so significantly that it can be rightly assumed that the contract would not have been concluded at all under the changed circumstances or only under different conditions, and if the change in circumstances could not have been foreseen at the time of the conclusion of the contract even if the prudence of a prudent businessman had been exercised, we shall be entitled, depending on the nature of the case, to withdraw from the contract or to demand a modification of the contractual provisions to take account of the changed circumstances.

P) RESERVATION OF OWNERSHIP

1. All goods delivered by us shall remain our property until all financial obligations towards us, including interest and costs, have been fulfilled in full.
2. The ownership shall remain with us even if the delivery item is firmly connected, mixed or installed with the property of the client. The customer shall take all measures at its own expense to make our ownership of the delivery known to everyone in accordance with the publicity requirements provided for by law or, in the event of attempted claims asserted by third parties, to expressly refer to our ownership.
3. If parts or goods delivered by us have become a dependent part of the property of the principal as a result of being combined with the property of the principal, the principal shall be obliged, in the event that he does not pay all his liabilities to us in due time, to tolerate the reassembly of all parts or goods at his risk and expense and to bear all costs incurred as a result of or in connection with the reassembly until they arrive at the respective factory premises to be named by us. The client acknowledges our ownership of such dismantled items.
4. As long as the reservation of title exists, a sale, pledging, transfer by way of security and leasing or other transfer of the goods delivered by us is not permitted without obtaining our prior written consent.
5. The products manufactured from our goods delivered under reservation of title may only be resold by the principal subject to reservation of our title to the goods and to the proceeds. If the new product is sold, corresponding co-ownership of the proceeds of the sale shall arise, which the client shall receive from the third party as our trustee.
6. In the event of seizure by third parties of the parts and goods delivered by us and still subject to retention of title, the principal is obliged to inform

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us immediately of the name of the party bringing the action, the amount of the claim, the intervening court, the file number and, if applicable, the date of the auction. Furthermore, the principal is obliged to inform us of any extraordinary reduction in the value of the goods delivered under retention of title.

7. If other than Austrian law is agreed with the principal or if other than Austrian law applies for other reasons and the reservation of title is not effective according to its provisions, the securities possible on the basis of the other law shall be deemed agreed. If the cooperation of the principal is required in this respect, the principal shall be obliged to take all measures necessary to establish and maintain such rights.

Q) WITHDRAWAL OF THE CLIENT / FORFEIT-MONEY

1. If the client - for whatever reason - declares his withdrawal from the contract, we shall be free to accept this withdrawal against payment of a forfeit-money or to reject the withdrawal.
2. In the event of acceptance of the withdrawal, the forfeit-money shall amount to:
 - a) for marketable goods: 10% of the sales price;
 - b) in the case of non-marketable goods or other services: 10% of the sales price or agreed remuneration plus the manufacturing costs accrued up to the acceptance of the withdrawal, whereby the client is entitled to the parts of the goods that have already been (partially) completed or processed.

R) PREMATURE CANCELLATION OF THE CONTRACT

1. All contracts concluded with the client may be terminated prematurely by us at any time without notice for good cause.
2. An important reason for early termination shall be deemed to exist in particular if
 - a) an application for the opening of insolvency proceedings against the assets of the client is rejected for lack of assets to cover costs or we receive information which is suitable to justify doubts about the client's ability or willingness to pay (§ 25b IO , i.e. Section 25 (b) of the Austrian insolvency code, shall remain unaffected by this provision);
 - b) the client has not paid outstanding debts despite having received a reminder;
 - c) the client does not fulfil his obligation to provide the documents necessary for the fulfilment of the order or other duties to cooperate despite being requested to do so.

S) LEGAL SUCCESSION AND ASSIGNMENT

1. Successful orders shall be binding on the customer's legal successors and permitted assignees. An assignment of rights or a transfer of obligations of the customer to a third party shall require the prior written consent to be obtained from E.L.T. (which may not, however, unreasonably withhold it).
2. Without prejudice to the foregoing, the consent of the other Party to the contract shall not be required if E.L.T. assigns its rights and obligations under the Contract to an Affiliate or if rights and obligations under this business relationship are automatically transferred to E.L.T.'s universal/partial successors. Such assignment or transfer shall only become legally effective upon written (including fax or e-mail) notification of the other party to the contract.

T) NO WAIVER

1. If E.L.T. at any time does not or not immediately assert a claim arising from or in connection with these Terms and Conditions of Sale and the legal relationship based thereon, this shall not be deemed to be a (partial) waiver on the part of E.L.T. of its rights on the merits or in terms of amount.

U) PLACE OF PERFORMANCE AND JURISDICTION

1. Unless otherwise agreed, the place of performance for delivery and payment shall be the registered office of E.L.T. Kunststofftechnik & Werkzeugbau GmbH in 8240 Friedberg.
2. The place of jurisdiction for legal disputes regarding the existence or non-existence of a contractual relationship subject to these terms and conditions or for disputes arising from such contractual relationships shall be exclusively the court having subject-matter jurisdiction in 8240 Friedberg for actions brought by the client and, for actions brought by us, either the court having subject-matter jurisdiction over 8240 Friedberg or the general place of jurisdiction of the client.
3. Unless otherwise agreed, Austrian law shall apply, but to the exclusion of the conflict-of-law rules. This shall also apply to the question of the formation of the contract. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

V) GENERAL PROVISIONS

1. All deviations from these terms and conditions shall require the written form in order to be deemed valid. This shall also apply to any waiver of the written form requirement. Verbal collateral agreements shall be legally ineffective.
2. Should individual provisions of these terms and conditions be invalid or unenforceable in whole or in part, this shall not affect the effectiveness or validity of the remaining provisions. In this case, the contracting parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economically intended purpose of the wholly or partially invalid or unenforceable provision within the framework of the entire contract.
3. In the event of a subsequent occurrence of a loophole, that provision shall be deemed agreed which corresponds to what would have been agreed in accordance with the meaning and purpose of the present terms and conditions if the solution of the issues not contractually regulated had been considered from the outset.

E.L.T. KUNSTSTOFFTECHNIK & WERKZEUGBAU GMBH & CO KG

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4. Where contractual agreements are made between us and the Client outside of these Conditions and these conflict with the provisions of these Conditions, it is agreed that the provisions in the contractual agreements outside of these Conditions shall only have priority of application if it has been expressly agreed in writing that the corresponding provisions of these Conditions shall have subordinate priority.
5. The contracting parties undertake to treat all commercial and technical details of which they become aware through this business relationship as business secrets, unless they are already generally known.
6. The client agrees that we may store the data received from the business relationship within the meaning of the Data Protection Act and use it for our own business purposes.

W) SEVERABILITY CLAUSE

1. Should any provision of these Terms of Sale be or become invalid or unenforceable in whole or in part, the validity of the remaining parts of these Terms of Sale shall not be affected thereby. Such invalid or unenforceable provisions shall be deemed to be replaced by valid and enforceable provisions that most closely achieve and reflect the intended economic purpose.