

Coveris Flexibles Austria GmbH
General Terms and Conditions of Purchase
Issue: 02/2014

1. General

Unless expressly agreed otherwise in writing, only the following General Terms and Conditions of Purchase apply to all orders, transactions and delivery requests of Coveris Flexibles Austria GmbH, deviating conditions shall not apply (even if we do not expressly contradict them). Amendments and additions as well as differing conditions of sale and supply require our prior written consent. The acceptance of deliveries and services shall not constitute consent to differing conditions of sale and supply of our suppliers.

2. Orders

Orders, transactions and delivery requests as well as amendments/additions must be made in writing; data transmissions are valid without signature. If the supplier does not accept the order within 2 days after receipt, we shall be entitled to annulment of the order. Within an existing business relationship delivery call-offs shall be binding for the supplier provided that the supplier does not reject them within 5 days.

3. Delivery

Whether or not a delivery is on time shall be determined by the time of receipt at the delivery point specified by us, for deliveries including setup/assembly as well as services the time of acceptance shall be relevant. The Supplier has to inform us without delay about any foreseeable delay of a delivery or a service or about any deviation from the agreed quality respectively and has to obtain our decision. Our acceptance of a delayed delivery/ service shall not constitute a waiver of any rights of Coveris Flexibles Austria GmbH, in particular but not limited to damage claims.

4. Force majeure

If a party is hindered to fulfil its contractual obligations due to it shall notify the other party without delay and the contractual obligation shall be postponed until the lapse of force majeure if no circumvention of the impairment due to force majeure is possible.

5. Price, delivery, transfer of risk

In the absence of any other agreement, prices are free at our delivery point (DDP Incoterms 2000), including packaging. Supplier has to carry any costs due to or in connection with the import of the goods, in particular, but not limited to, value added tax (VAT). We decide on the mode of transportation. As far as is possible and permitted, we will undertake the disposal of waste packing materials, and charge these costs to the supplier. The supplier shall otherwise regularly collect packing from us at his own cost, as agreed. The transfer of risk takes place at the reception point specified by us.

6. Payment

Unless agreed otherwise, Payment shall be made 60 days net without any discount. The payment period shall commence as soon as the delivery or service has been completed in its entirety, and has, where necessary, been formally accepted by us and we have received the properly formulated invoice. Payment does not indicate acceptance of the delivery or service as being in accordance with the contract. Invoice duplicates shall be marked as duplicates. Unless agreed otherwise, if any party is in default with payment of any amount due, it shall pay default interest at a rate of 5 percent p.a.

7. Warranty

Acceptance of goods shall be subject to examination for correctness and suitability. Obvious defects shall be notified within 2 weeks of receipt of the delivery/service, non-obvious and concealed defects within 2 weeks after identification. The statutory warranty periods shall apply. Notwithstanding any other rights we shall . under the title of warranty – be entitled to request, at our discretion, either replacement delivery, rectification of defects or an adequate price reduction. The supplier shall bear any necessary costs if overall control measures exceed usual goods inward control measures, due to faulty deliveries. In urgent cases (e.g. to avoid interruption of production) we shall be entitled to rectify the defects ourselves, at the supplier's expense and without prior notice. The supplier shall bear the costs and risk of returning defective delivery items. The claims referred to above shall become time-barred according to the statutory provisions.

8. Intellectual property

The supplier warrants that the delivered items are free from third-party rights. He shall in particular indemnify us against third-party claims in respect of intellectual property infringements. If we are prohibited from manufacturing and/or supplying due to intellectual property infringements, the supplier shall compensate us for any damages which have arisen from this and either acquire a license from the holder of the intellectual property rights or take back the goods supplied.

9. Product liability

The supplier bears product liability in connexion with defects of products delivered by him. He shall bear all cost and expenditures resulting therefrom, including cost of a possible lawsuit or necessary repair/recall actions and shall take out adequate product liability insurance.

10. Providing of materials

Materials or parts provided by us shall remain our property. They may only be used as agreed. The processing of materials and the assembling of parts is carried out on our behalf. It is agreed that we shall be joint owners of products that have been produced using our materials and parts, according to the value of the materials supplied relative to the value of the total product, which the supplier stores on our behalf.

11. Tools, forms, patterns etc.

Tools, forms, patterns, models, profiles, drawings, test requirements, standard specifications, templates and training material provided by us, along with items subsequently manufactured, may neither be passed on to third parties without our written consent, nor be used for purposes other than those agreed. They shall be secured against unauthorized inspection and use. With further rights being reserved, we shall be entitled to demand their return, if the supplier breaches its duties.

12. Confidentiality

Insofar as it is not in the public domain or legitimately known to the supplier in other ways, the supplier shall not make any information obtained from us available to third parties, during or after our business relationship, and shall only use it for the implementation of orders that have been placed. Products manufactured according to our designs, such as drawings and models, or our confidential specifications or tools (including tools manufactured under license), may neither be used by the supplier himself, nor offered or supplied to third parties. This also applies analogously to printing orders.

13. Spare parts for discontinued batch requirements

The supplier shall commit to supplying, at reasonable prices, spare parts for a duration of at least 10 years after series production shipments have ceased.

14. Assignment of accounts receivable

Assignment of receivables shall only be allowed upon our prior written consent.

15. Additional warranty of the supplier

Supplier agrees and undertakes that it will not, and will procure that any person acting on behalf of the supplier in connection with this engagement (including, without limitation, its employees, affiliates and agents) does not:

- a) offer, promise or give any financial or other advantage to any person with the intention of influencing a person (who need not be the recipient of the advantage) to perform his or her function improperly, or where the acceptance of such advantage would itself be, or might be seen to be, improper; or
- b) offer, promise or give any financial or other advantage to a public official (or to any other person at the request of, or with the acquiescence of, a public official) with the intention of influencing that official in the performance of his or her public functions,

in either case with a view to obtaining or retaining business or any form of commercial advantage for Coveris Flexibles Austria GmbH. Supplier understands that the penalties for violations of this representation are severe, and further agrees to indemnify Coveris Flexibles Austria GmbH for any loss that the company may incur as a result of supplier's non-compliance with this representation

16. Court of jurisdiction, applicable law

If the supplier is entrepreneur, the court of jurisdiction shall be either, at our discretion, the location from which the order is issued, or Kufstein. The contract shall be subject to the law of the Republic of Austria, excluding its conflict of laws provisions. Application of the Hague Agreement on Sales of Goods, the UN Convention on Contracts for the International Sale of Goods (CISG) or any other conventions relating to the law on the purchase of goods, is excluded. In case of inconsistency or discrepancy between the German and the English version of these General Terms and Conditions of Purchase, the German version shall prevail.