

General Terms and Conditions of Alicona Imaging GmbH (hereinafter ALICONA)

1. APPLICABILITY

Offers, orders, deliveries and services are exclusively subject to the following terms and conditions. These terms and conditions also apply for any future business relationships with the customer, even if they are not expressly agreed upon again. Deviating, complementary or contradicting terms and conditions of the customer shall not become part of the contract, even if ALICONA does not expressly reject them. Any deviations from the present terms and conditions require the written form to be effective.

2. OFFERS

- 2.1. Any and all offers of ALICONA are without engagement and non-binding. A contract will only be concluded upon written acceptance by ALICONA or upon execution or partial execution of the customer's order. Field staff and sales representatives are not authorized to accept the customer's orders in a binding way.
- 2.2. Any and all information such as dimensions, weight and information on quality, design and material have been determined as accurately as possible, but they are deemed approximate and non-binding for ALICONA. The same applies for information of the upstream supplier.

3. QUALITY OF THE GOODS

- 3.1. The goods are delivered in the customary quality and design, taking into account the customary production-related tolerances regarding dimensions, weight and quality. ALICONA reserves the right to make technical and optical modifications to the goods, that are intended to improve the goods and do not affect the proper functioning.
- 3.2. Properties of the goods detailed in publications of ALICONA or its sales representatives, in particular in advertisements, drawings, brochures or other documents, or on the packaging and labelling of the goods, or that are subject to commercial practices shall only be considered part of the contractually agreed properties of the goods if they are expressly specified in an offer or an order confirmation.
- 3.3. Guarantees, in particular quality guarantees, shall be binding for ALICONA only to the extent that they (i) are included in an offer or an order confirmation, (ii) are expressly designated as "guarantee" or "quality guarantee", and (iii) expressly specify the obligations for ALICONA resulting from such guarantee.

4. PRICES AND PAYMENT TERMS

- 4.1. Unless expressly agreed otherwise, all the prices are ex warehouse or ex works, exclusive of packaging, freight and other incidental costs and plus the value-added tax applicable at the date of delivery. The prices apply only if the confirmed quantity is accepted. If the prices of the upstream suppliers, freight costs, taxes, wages or other costs that affect the price of the delivery change between the time of the order confirmation and the delivery of the goods, ALICONA is entitled to adjust the prices accordingly. In this case, the prices applicable at the date of delivery will be invoiced, which shall be proven to the customer upon request.
- 4.2. Unless otherwise agreed with the customer, invoices shall be due immediately and payable in full within 30 calendar days after the invoice date at the latest. Irrespective of any different provisions of the customer, any payment will first be offset against the oldest outstanding balance, thereby against any costs incurred, then against any interest, and then against the primary debt.
- 4.3. If the customer does not meet his contractual payment obligations, or if other circumstances become known, that call the customer's credit worthiness into question and therefore jeopardize the claims of ALICONA, ALICONA is entitled to perform further deliveries only against cash in advance, and/or to provide further services only against provision of security and/or to suspend them until any and all claims due have been paid in full.
- 4.4. The customer shall be entitled to offset against counter-claims or to exercise a right of retention due to counter-claims only if such claims have been accepted or determined by a court of law. A right of retention may furthermore only be exercised if the counter-claims are based on the same legal relationship.

5. DELIVERY AND PERFORMANCE PERIOD

- 5.1. Delivery dates are binding only if ALICONA expressly designated them as fixed dates, and all the documents to be provided by the customer for the execution of the order have been submitted. All delivery dates, including fixed dates, are subject to correct and timely delivery on the part of ALICONA's suppliers. The moment at which the risk is transferred to the customer in accordance with clause 6 is decisive for the compliance with the delivery dates.
- 5.2. In the case of delays in delivery and performance due to force majeure or other unforeseeable events that are not imputable to ALICONA and that make the delivery significantly more difficult or entirely impossible, such as, in particular, material procurement difficulties, strike, legal lock-out, operational disruptions, official injunctions, etc., including events of this type occurring at the suppliers or sub-suppliers, ALICONA is entitled to postpone the delivery or performance for the duration of the impairment plus an appropriate start-up time. The circumstances indicated above shall not be imputable to ALICONA even if they occur during an already existing delay. ALICONA shall notify the customer of the circumstances of such impairment and the expected duration of the delay.
- 5.3. If an impairment according to clause 5.2 persists for a period of three months or more, ALICONA is entitled to rescind the contract with respect to the part not yet executed.
- 5.4. With the exception of contractually agreed fixed dates, ALICONA shall only be in default when the customer has set a grace period of at least one month in writing after expiry of the non-binding delivery date, and this grace period has expired without result.

- 5.5. If ALICONA is in default, its obligation to pay damages in the case of slight negligence is limited to an amount equal to 0.5 % of the invoice value for each full week of default, however, no more than a total of 5 % of the invoice value of the delivery subject to the default. Claims exceeding this amount arise only in the case of willful behavior or gross negligence in accordance with clause 10. If the impairment persists for more than three months, the customer is entitled to rescind the contract after an appropriate grace period and with respect to the part not yet executed.
- 5.6. Partial deliveries and partial performances are admissible if they are reasonable for the customer.
- 5.7. Deviations from the ordered quantities by up to plus/minus 10 % are admissible; in this case, the quantity that has actually been delivered shall be invoiced.

6. TRANSFER OF RISK AND ACCEPTANCE OF THE GOODS

- 6.1. Unless expressly agreed otherwise, every delivery, including carriage-paid deliveries, will be done at the customer's risk. The risk shall be transferred upon handover of the shipment to the person carrying out the transport or, in the case of transport by employees of ALICONA, upon leaving the warehouse for dispatch. The same applies if the goods are delivered directly from a third-party manufacturer to the customer on behalf of ALICONA. If the dispatch of the goods is delayed or made impossible due to circumstances that are not imputable to ALICONA, the risk shall be transferred to the customer upon notification of the readiness for dispatch.
- 6.2. An insurance against damage and loss in transit will only be taken out at the request and expense of the customer.
- 6.3. Complaints about damage in transit and shortfall quantities shall be made in writing immediately upon receipt of the goods and noted on the accompanying documents. Any evidence thereof shall be gathered and secured.

7. LIABILITY FOR DEFECTS

- 7.1. In order for the customer's warranty rights (claims for defects) to apply, the customer shall examine the goods and lodge a due and proper complaint for any defects found. Complaints shall be lodged in writing, specifying the defect. Noticeable defects shall be reported to ALICONA in writing within one week after delivery, hidden defects within one week after their discovery. These deadlines are terms of preclusion.
- 7.2. If a defect exists, ALICONA may at its own discretion decide to remedy it by way of improvement or replacement. If the improvement or replacement has definitely failed, the customer is entitled, at his own discretion, to rescind the contract (rescission) or to reduce the purchase price appropriately (reduction). Any improvement or replacement is done without acknowledgement of a legal duty, and does not interrupt the prescription period for claims for defects of the goods.
- 7.3. The prescription period for claims for defects is 12 months from the date of delivery. If the risk is transferred to the customer upon notification of the readiness for dispatch, the period starts upon notification of the readiness for dispatch.

- 7.4. Minor deviations from the agreed quality that do not significantly impair the use of the goods, as well as natural wear, wrong or careless handling, unsuitable or improper use, chemical, electrochemical or electronic influences, improper installation, operation or maintenance or non-reproducible software errors do not give rise to a claim for defects, unless the damage is imputable to a fault on the part of ALICONA, and neither do measurements outside the specified parameters or surfaces, for which the specifications of the first delivery apply, unless agreed otherwise. Claims for defects caused by improper modifications, repairs, the opening of seals or sealed parts or the use of consumables (chemicals, supplies) that do not correspond to the original specifications of ALICONA by the customer or a third party assigned by him are excluded as well.
- 7.5. If the customer raises unjustified claims for defects, ALICONA is entitled to charge to the customer any appropriate cost and effort incurred for the removal or identification of defects.
- 7.6. Claims of the customer for expenses incurred for the purpose of the improvement, in particular transport, travel, labour and material expenses are excluded to the extent that the expenses increase due to the later transport of the goods to a different location than the agreed place of delivery. ALICONA is entitled to charge such additional costs to the customer.
- 7.7. Other claims for defects of any kind are excluded, subject to potential limited claims for damages in accordance with the provisions of clause 10.

8. SOFTWARE LICENCE

- 8.1. Unless a special license agreement is concluded, the following provisions apply for the software provided by ALICONA.
- 8.2. ALICONA grants the customer a non-exclusive, non-sub-licensable license for the installation and use of the software, restricted to the purpose of usage of those goods for which the software is provided.
- 8.3. The customer is not authorized to perform any of the following actions:
 - a. Modify, adapt, edit, arrange or otherwise rework the software and reproduce the results obtained by such rework, unless such actions are required in order to correct errors, and ALICONA has not offered such error correction within an appropriate period of time and, if commissioned, executed it accordingly;
 - b. disassemble, decompile, reverse engineer or use any other procedure to obtain the source code, unless such actions are required in order to achieve interoperability of an independently created computer programme with other programmes and ALICONA has not provided access to the information required for this purpose within an appropriate period of time;
 - c. reproduce the software, with the exception of installing the software, using the software and creating a backup copy which shall be labelled as such;
 - d. remove or modify trademarks, copyright or other property right notices of the software;
 - e. lend, rent, lease or otherwise temporarily transfer the software to a third party.
- 8.4. The customer is entitled to resell the software only if he does not retain any copy after the transfer of the software, and the buyer undertakes to comply with the licensing provisions defined in the present clause 8.

9. PROPERTY RIGHTS

- 9.1. ALICONA is obligated to deliver the goods unencumbered by any copyrights or other industrial property rights (hereinafter "property rights") with respect to the country in which these goods are intended to be used according to the contractual agreement (in case of doubt: in the country of the place of delivery). In the case of a violation of the above obligation, ALICONA shall be liable to the customer in accordance with the following provisions, provided that the customer used the goods in accordance with the present contract, the property right infringement is imputable to ALICONA, and the prescription period for claims for defects according to clause 7.3 has not yet expired.
- a. ALICONA may, at its own discretion, either acquire a right of use with respect to the infringed property right that covers the agreed or implied use at its own expense, or modify the goods in such a way that the property right is no longer infringed, or replace the goods, provided that this does not impair the agreed or implied use by the customer. If this is not possible or unacceptable for ALICONA, the customer is entitled to rescind the contract with respect to the goods affected.
 - b. ALICONA's liability for payment of damages is subject to the provisions of clause 10.
- 9.2. The obligations of ALICONA defined above apply only if the customer (i) notifies ALICONA of any assertion of claims by third parties in writing without undue delay, (ii) does not acknowledge any infringement vis-à-vis a third party, and (iii) leaves any and all defense measures and negotiations regarding the settlement of disputes to ALICONA at their discretion. If the customer ceases to use the goods in order to minimize damage or for another legitimate reason, he shall clarify vis-à-vis the third party that such cessation of use does not constitute an acknowledgement of the claimed infringement.
- 9.3. Any and all claims of the customer are excluded if the infringement of a property right was caused by a type of use not intended by ALICONA, or a modification of the goods by the customer or a third party assigned by him, or by the use of the goods in combination with products not provided or recommended for combined use by ALICONA.
- 9.4. Any and all claims of the customer against ALICONA or its vicarious agents exceeding the rights defined in the present clause 9 and based on a property right infringement are excluded.

10. LIABILITY

- 10.1. ALICONA shall be liable for any damage, irrespective of the legal basis, only if (i) ALICONA culpably (i.e. at least negligently) violated a material contractual obligation in a way that jeopardizes the contractual purpose, or (ii) the damage was caused by gross negligence or willful behavior on the part of ALICONA, or (iii) ALICONA assumed a guarantee.
- 10.2. ALICONA's liability is limited to the typical, foreseeable damage if (i) ALICONA culpably, but not grossly negligently or willfully, violated material contractual obligations, or (ii) employees or agents of ALICONA who are not a body or an executive violated other obligations due to gross negligence, or (iii) ALICONA assumed a guarantee, unless such guarantee expressly warrants the quality of a product.
- 10.3. In the cases specified in clause 10.2, the liability does not cover indirect damage, consequential loss or loss of profits.

- 10.4. Any claims for damages of the customer arising from the cases defined in clause 10.2 become barred two years after the date at which the customer learns of the damage or, irrespective of the customer's knowledge, at the latest three years after the date of the event causing the damage. Claims for defects of the goods remain subject to the prescription period defined in clause 7.3.t
- 10.5. ALICONA's liability according to the Austrian Product Liability Act, its liability for injury of life, body or health, for fraudulent concealment of a defect, and the assumption of a guarantee for the quality of an object remain unaffected.
- 10.6. In any case, the cumulative maximum liability is limited to the contract value.
- 10.7. Clauses 10.1 to 10.6 also apply in the case of claims for damages of the customer against employees or agents of ALICONA.

11. RETENTION OF TITLE

- 11.1. The delivered goods remain the property of ALICONA until any and all claims arising from the entire ongoing business relationship with the customer are settled in full ("goods subject to retention of title").
- 11.2. The customer may resell the goods subject to retention of title in the normal course of business subject to retention of title, provided that he is not in default vis-à-vis ALICONA. Pledging or assignment of the goods subject to retention of title as collateral is not permitted.
- 11.3. In order to secure ALICONA's claims, the customer hereby already assigns his future claims arising from the transfer of the goods subject to retention of title according to clause 11.2 in the invoice amount (including value-added tax) of the goods subject to retention of title until all claims of ALICONA are settled in full in accordance with clause 11.1; ALICONA accepts this assignment. If the goods subject to retention of title have been processed together with other objects that do not belong to the customer, the claims are assigned in the proportion of the co-ownership share in the processed goods in accordance with clause 11.6. Even after the assignment, the customer is still entitled to collect the claim, provided that the customer fulfils his payment obligations from the generated revenues that he does not come into default and, in particular, did not file for insolvency and cease payments. ALICONA's authorization to collect the claim itself remains unaffected thereby. Upon ALICONA's request, the customer shall disclose the names and addresses of the respective buyers and the type and amount of his claims against them. ALICONA may disclose the assignment as collateral for its claims for payment at any time.
- 11.4. In the case of attachment or other levying on the goods subject to retention of title by third parties, the customer shall point out the ownership of ALICONA and notify ALICONA in writing without undue delay. The customer shall bear all the costs of intervention procedures and other defense measures in connection with such levying by third parties.
- 11.5. If the customer is in breach of contract, in particular if he is in default, bankrupt or in a financial crisis, ALICONA may seize the goods subject to retention of title at the customer's expense, even without rescinding the contract, and may enter the customer's business premises for this purpose. Any claims for restitution of the customer against his customers are hereby assigned. The recovery or attachment of the goods subject to retention of title by ALICONA do not constitute a rescission of the contract. Rescission of the contract is possible only by express declaration; if the customer is in breach of contract, such rescission is not subject to any period of notice. ALICONA is entitled to sell

the goods subject to retention of title and to satisfy its claims from the proceeds by offsetting them against the open claims against the customer.

- 11.6. Any processing or transformation of the goods subject to retention of title by the customer is always done for ALICONA. If the goods subject to retention of title are processed or transformed with other objects that do not belong to ALICONA, ALICONA obtains co-ownership in the new object in the proportion of the value of the goods subject to retention of title to the other processed or transformed objects at the time of the processing or transformation; apart from that, the new object created in this way is subject to the same provisions as the goods delivered subject to retention of title. If the goods subject to retention of title are inseparably mixed or blended with other objects that do not belong to ALICONA, ALICONA obtains co-ownership in the new object in the proportion of the value of the goods subject to retention of title to the other mixed objects at the time of the mixing or blending. If the mixing or blending is done in such a way that the object of the customer is to be considered as the main object, the customer shall grant ALICONA co-ownership on a pro rata basis. The customer retains the sole ownership or co-ownership that has been established in this way for ALICONA free of charge. In order to secure ALICONA's claims against him, the customer also assigns those claims to ALICONA that arise from the combination of the goods subject to retention of title with a real property against a third party.

12. ADDITIONAL SERVICES FOR SOFTWARE DELIVERIES

- 12.1. Software is delivered ready for installation. Other services such as, in particular, its installation, configuration or maintenance are provided on the basis of separate agreements and at the fees of ALICONA applicable at that time. The customer shall provide the necessary machine time, the staff operating the system, and suitable rooms as well as the necessary technical facilities for the duration of the service free of charge.
- 12.2. The training of, or an introductory course for, the customer's employees, if any, is not included in the scope of delivery and has to be agreed separately with ALICONA.

13. ADDITIONAL SERVICES FOR HARDWARE DELIVERIES

- 13.1. Hardware is delivered ready for installation. Other services such as, in particular, its installation and maintenance are provided on the basis of separate agreements and at the fees of ALICONA applicable at that time. The customer shall provide the necessary machine time, the staff operating the system, and suitable rooms as well as the necessary technical facilities for the duration of the service free of charge.
- 13.2. The provision of project planning and other consulting services has to be commissioned separately.

14. EXPORT

Any export of goods of ALICONA to non-EU member states requires the written consent of ALICONA, irrespective of the fact that the customer is solely responsible for obtaining any and all official import and export licenses.

15. MISCELLANEOUS

- 15.1. The place of performance is the registered office of ALICONA in Raaba/Graz.
- 15.2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Graz, Landgericht [Regional Court] Graz I. However, ALICONA is also entitled to file a complaint with the competent court at the registered office of the customer.
- 15.3. The applicable law is the law of the Republic of Austria; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 15.4. If correspondence is written in a foreign language, or assembly instructions, documentation or notes are issued in a foreign language, the German version will prevail in the case of contradictions between the German and the English version.
- 15.5. If one or more provisions of the present terms and conditions or a provision within the framework of another agreement is/are or become/s invalid, the validity of the remaining provisions or agreements shall remain unaffected thereby. Invalid or missing clauses shall be replaced by valid clauses that come as close as possible to the intended purpose.

As of: January 2015