

General Terms and Conditions of Purchase

of

Rembrandtin Lack GmbH Nfg. KG

1. Scope

(1) The following General Terms and Conditions of Purchase shall apply to all contracts, in particular purchase and work contracts, concluded by Fa. Rembrandtin Lack GmbH as buyer (hereinafter also called Buyer), and the party who shall deliver goods, work or services (hereinafter also called Contractor). With the acceptance of an order, the Contractor shall accept these General Terms and Conditions of Purchase and be legally bound by them.

(2) Orders shall only be binding if placed in written. This shall also apply to subsequent changes.

(3) The General Terms and Conditions of Purchase of the Buyer shall be valid exclusively. Deviating Terms and Conditions of Business of the Contractor shall not be valid even if they are not objected to expressly. An omission of an objection or the payment or acceptance of goods shall not represent an acknowledgement of the Terms of Business of the contractor.

(4) The content of the contract shall consist of the stipulations agreed by the contracting parties and laid down in the written order of Fa. Rembrandtin Lack GmbH and a relating offer of the Contractor. If no such agreements were made in written, these Terms and Conditions of Purchase shall constitute the content of the contract.

(5) These Terms and Conditions of Purchase shall also be valid for written or verbal follow-up orders without special notification from the Buyer.

2. Partial invalidity

Should one or more stipulations of these Terms and Conditions of Purchase be completely or partly invalid, this shall not affect the validity of the other terms and conditions. Instead of the invalid stipulation, a valid one, which is closest to the economic purpose of the invalid stipulation, shall apply. Ambiguities regarding the interpretation of these General Terms and Conditions of Purchase or the interpretation of the contract shall be clarified in such a way that those terms are to be considered as agreed which usually apply in comparable cases.

3. Requirements of form

Orders shall only be legally binding for the Buyer if they were given in written and signed by an authorised representative of the company. Orders via fax are also considered as written. All documents referring to the order, and invoices in particular, shall contain the order number of Fa. Rembrandtin Lack GmbH.

4. Subcontracting

A placed order shall not be subcontracted partly or entirely without the consent of the Buyer.

5. Prices

Offers made to the Buyer shall always be free of charge.

Agreed prices shall include packaging and transport to the destination (incl. unloading) and shall be fixed prices which may not be increased.

6. Shipment

Shipment shall be made free of charge at the expense of the contractor to the destination given by the Buyer. The Contractor shall provide adequate packaging. Transport and packaging costs and the cost of transport insurance shall be paid by the Contractor. All shipments have to include all statutory and other usual shipping documents.

Goods or services shall be consigned on the agreed date at the agreed point of reception during our opening times Monday to Thursday 7:00 - 14:00 hrs, Friday 7:00 - 11:00 hrs. For deliveries outside these times the Buyer reserves the right to charge the contractor for the resulting additional costs (e.g. storage costs).

As the goods ordered by the Buyer are usually used for further processing, all deliveries shall be made without retention of title.

7. Passing of risk

The Contractor has to bear the risk of accidental perishment or deterioration of the delivered good until consignment to the Buyer. The risk passes to the Buyer with the acceptance of the delivery at the agreed destination.

8. Invoice and time of payment

Invoices shall be sent after the delivery in one copy. The time of payment shall start with the receipt of the invoice or of the goods/service, whichever is the later date. However, if the

delivery takes place before the agreed date, the time of payment starts at the earliest with the agreed delivery date.

Unless agreed otherwise, the payment of goods or services received shall be made within 14 days less 3 % cash discount or net within 60 days.

9. Delay

In cases of delivery delays, the Buyer may cancel the contract without granting a period of grace. Should it become foreseeable for the Contractor before the agreed delivery date that the entire delivery or a part of it cannot not be made in time, the Contractor shall inform the Buyer immediately of the reasons and the probable length of the delay.

Also in this case may the Buyer cancel the contract without waiting for the agreed date and without granting a period of grace.

10. Warranty

(1) Within the framework of the legal provisions, the Contractor warrants that the delivery of the goods/services will conform to the order and to all legal provisions and standards unless agreed otherwise in the following.

(2) The Buyer shall not be obliged to inspect the goods/service and notify defects immediately at the time of delivery. The Buyer shall be entitled to claim defects at any time within the warranty period.

(3) The Buyer shall be entitled to demand, at his discretion, repair or replacement of the defective good free of charge, to have the defect repaired by a third party at the expense of the Contractor, to cancel the contract or to demand a corresponding cash rebate.

(4) If the Contractor repairs the defect, the warranty period starts anew for the entire delivery affected by the defect after acceptance of the repair by the Buyer.

11. Damages

The Contractor shall be liable for any damage from delayed or defective deliveries caused to the Buyer by the Contractor or his assistants.

12. Product liability

The Contractor shall be fully liable for any damage caused to the Buyer from defective products according to the law on product liability.

13. Penalty

For the case of delay, a penalty clause shall be agreed. The penalty will amount to 1 % of the total order sum for each calendar day. Any damage exceeding the penalty shall be replaced in addition.

14. Production documents

Samples, test specimen, production manuals, drawings and the like, provided by the Buyer to execute the order, shall remain property of the Buyer and shall be kept confidential. Without prior consent of the Buyer, they shall not be given to third parties for inspection or use nor shall they be used for the production of goods for third parties or be copied. They shall be returned at the expense of the Contractor immediately after the fulfilment of the contract.

15. Confidentiality

(1) The Contractor shall be obliged to treat confidentially all business secrets disclosed to him for the execution of the order.

(2) In case of a culpable violation of the obligation to maintain secrecy, the Contractor shall be liable to Fa. Rembrandtin Lack GmbH for any damage within the framework of the legal provisions.

16. Place of Performance, Place of Jurisdiction and Applicable Law

The place of performance for payment shall be the headquarter of Fa. Rembrandtin Lack GmbH in Vienna.

The place of jurisdiction with regard to all disputes arising from this contract shall be Vienna, Austria. However, the Buyer shall also be entitled to assert claims at the Contractor's place of jurisdiction.

Austrian law shall apply. The UN Sales Convention shall not apply.