

GENERAL TERMS AND CONDITIONS OF PURCHASE

Mladenovac, 09.03.2015

§ 1 Scope of use

- (1) These general terms and conditions shall apply to all supplies and services (for example, installation, design) by ALPLA. These conditions shall also apply to future business.
- (2) Contrary terms and conditions, in particular Terms and Conditions of the supplier, are not accepted. No objection is required on the part of ALPLA.
- (3) Any amendment to these conditions must be in writing. In any case, an order or acceptance of a delivery shall be regarded as acknowledgement of these Conditions.

§ 2 Offers, acceptance, confirmation of orders

- (1) ALPLA accepts orders by written confirmation of orders. Sale and purchase of goods and services shall be performed under ALPLA's conditions unless the supplier objects in writing.

§ 3 Price

- (1) All prices are quoted net ex works in the currency of the country in which the factory of ALPLA is located. Unless otherwise agreed, the prices valid on the date of delivery shall apply.
- (2) If delivery is carried out at a later date due to circumstances within the supplier's control, ALPLA is entitled to offset the resulting higher costs with correspondingly higher prices. This shall not affect ALPLA's right to compensation for loss due to other causes.
- (3) The supplier shall bear all taxes, customs duties and other charges which it has to pay upon receipt of the delivery, unless ALPLA has undertaken in writing to assume these charges.

§ 4 Place of performance, delivery

- (1) The place of performance-delivery is the respective factory of ALPLA.
- (2) Dispatch and transport take place for the account and at the risk of the supplier. ALPLA is entitled not to accept the delivery of goods. In this case ALPLA shall not be held liable for the breach of contractual obligations.
- (3) Supplier is entitled to partial deliveries, subject to written consent of ALPLA or when agreed.
- (4) Should ALPLA be unable to receive goods or services on the agreed date due to unforeseen circumstances beyond its control (force majeure, suppliers' delivery delays, operating defects or interruptions through no fault of its own, transport delays, shortage of raw materials or energy through no fault of its own, etc.), ALPLA shall be entitled to receive the delivery on the earliest possible date, provided the supplier is able to accept delivery on this date.

Otherwise, ALPLA shall be entitled to withdraw from the contract.

§ 5 Warranty and liability

- (1) Supplier is obliged to deliver goods without any defects. In case of any claims by ALPLA, claimed goods will be returned to supplier within 15 days from the date of receipt of goods, and not later than 6 months from the date of receipt.
- (2) Supplier's warranty period for the quality, type and quantity of goods, and quality, type and scope of services is at least 6 months, unless the law or other regulations provide longer warranty period (technical devices, construction works, etc.).
- (3) The warranty period starts from the date of receiving the goods or services by ALPLA.
- (4) ALPLA is entitled to return defective goods without any prior consent by Supplier. Supplier is not entitled to refuse returned goods.

§ 6 Retention of title

- (1) ALPLA shall retain title to the delivered object of the contract (goods subject to retention of title) until fulfilment of all duties incumbent upon the supplier, in particular until payment of the purchase price in full.
- (2) ALPLA is entitled to resell goods with retention of title.
- (3) The supplier shall assign to ALPLA insurance or compensation claims arising from destruction or damage to the reserved property.
- (4) Should ALPLA make use of its reserved ownership of the products subject by taking back the reserved property, ALPLA shall be entitled to sell the products subject to retention of title or to have these products auctioned free-hand. The products subject to retention of title are retained for the proceeds thereby gained, but at no more than the price originally agreed. ALPLA reserves the right to claim for damages.

§ 7 Payment and default

- (1) The place of performance for payment is the respective local factory of ALPLA.
- (2) The purchase price will be paid in manner and by the date agreed by ALPLA d.o.o.
- (3) If delivery of goods or services is not made on the due date, ALPLA shall be entitled to:
 - delay performance of its obligations until the outstanding obligations has been fulfilled,
 - claim an appropriate reduction of price or shortening of deadline for delivery or performance,

- demand payment of the particular sum in case of supplier's nonperformance,
- in the case of noncompliance with an additional period of time of reasonable length, withdraw from the contract, whereby ALPLA shall also be entitled to withdraw from the contract as a whole in the case of divisible delivery. Should ALPLA withdraw, the supplier shall pay ALPLA an immediate cancellation charge of 10% of the price and reimburse any losses above this.

§ 8 Place of jurisdiction and applicable law

- (1) All legal relations between ALPLA and supplier are subject to the national substantive law applicable for the ALPLA plant. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- (2) The exclusive place of jurisdiction for disputes within the scope of the Lugano Convention or of the European Jurisdiction and Enforcement Regulation is the court with jurisdiction over the respective ALPLA. It is agreed that the international court of arbitration of the Chamber of Commerce of Austria in Vienna shall be responsible for all cases outside the scope of this jurisdiction. The place of arbitration shall be Vienna, Austria. The language of arbitration shall be German. If the contract is drawn up in a language other than German, English shall be the language of arbitration.

ALPLA is, however, entitled in all cases to bring an action against the supplier before another competent court.

§ 9 Final provisions

- (1) The supplier is not entitled to offset any claims against ALPLA with claims for payment against it by ALPLA. The supplier has no right of retention of goods or money against ALPLA.

- (2) The supplier is not entitled to assign his receivable against ALPLA to any third party, or to assign or encumber claims against ALPLA, without ALPLA's written consent.
- (3) Documents or information concerning ALPLA, its products, sales partners or other supplier, which are made available to the supplier or from which the supplier gains other knowledge may not be passed on to third parties, in particular not to rival companies or be made public in any other way. This applies analogously to documents such as samples, drawings, drafts, cost estimates or advertising material which are passed on to the customer or on the basis of which the customer acquires other information. ALPLA retains all rights to such documents.
- (4) The supplier shall guarantee that no third party rights pertain to the drawings, sketches, models, etc. which it provides. It shall indemnify ALPLA and hold it harmless in respect of all claims arising from a breach of such rights and shall reimburse ALPLA with all costs incurred in this regard. If such rights are asserted, ALPLA is entitled to withdraw from the contract without setting a time extension and to immediately suspend deliveries, without checking the legal situation and without the customer being entitled to assert claims against ALPLA.
- (5) Should any provisions of the contract be or become invalid or unenforceable, this shall not affect the validity of the rest of the contract. These invalid or unenforceable provisions shall be deemed to have been replaced with valid and enforceable provisions which most closely reflect the intended economic purpose.
- (6) If the contract is also drawn up in English, the English text shall apply for the interpretation of the contract and its terms and conditions.