



OESTERREICHISCHE
BANKNOTEN - UND
SICHERHEITSDRUCK
GMBH

General Terms of Delivery and Payment (GTD)

of Oesterreichische Banknoten- und Sicherheitsdruck GmbH
(hereinafter referred to as „OeBS“)

1. Scope

These Terms shall apply to all our deliveries and services and shall be an integral part of our offers and contracts. Any provisions derogating therefrom are subject to our express written acceptance. Any terms of the customer conflicting with these GTD shall be null and void. These GTD shall apply to all future transactions between the parties, even if no specific reference is made to them.

2. Offer and Conclusion of Contract

- 2.1. Our offers and prices are subject to change and not binding.
- 2.2. The contract shall be deemed concluded after we have dispatched the written order confirmation or performed delivery.
- 2.3. Oral statements shall not be binding, unless they have been confirmed by us in writing.
- 2.4. The customer shall obtain any official permits or approvals from third parties required for the performance of the contract and shall indemnify and hold us harmless in this respect. We shall not be obliged to start the works before such permits or approvals have been submitted to us.

3. Delivery and Packaging

- 3.1. Delivery of our products shall be effected ex works (EXW), Incoterms 2010, to OeBS, Garnisongasse 15, 1096 Vienna.
- 3.2. If no delivery date has been agreed, a reasonable delivery deadline shall be deemed agreed upon. The customer shall strictly adhere to a binding delivery date agreed upon.
- 3.3. If it has been agreed that the goods should be requested within a specified period, we shall be entitled to fully or partly withdraw from the contract without granting a grace period if the goods have not been requested within that period. We shall also be entitled to charge storage charges for the time in excess of that period.
- 3.4. Unless partial deliveries are possible and have been contractually agreed, deliveries shall be one-time deliveries.
- 3.5. If delivery or acceptance of the product cannot be performed at the agreed date for reasons attributable to the customer, we shall be entitled to charge the customer the costs incurred by us as a result thereof.

4. Performance and Passing of Risk

The rewards and risk of ownership shall pass to the customer as soon as the product leaves our plant.

5. Prices

- 5.1. Quotations shall not be binding before they and the scope of services are confirmed by us in writing. We may separately invoice additional deliveries and services.
- 5.2. Our prices are ex works and exclude packaging, loading, insurance and value-added tax. If fees, taxes or other charges are levied in connection with the delivery, they shall be borne by the customer. If delivery to the final destination has been agreed, the prices shall be without unloading. Discounts, rebates or credit notes for goods etc. granted are deducted from the sales prices excl. value-added tax.
- 5.3. We shall be entitled to charge the customer additional costs

incurred by us as a result of a delay for which we are not responsible, in particular a delay in connection with the clarification of technical or legal requirements, or as a result of overtime, night or Sunday work requested by the customer.

6. Terms of Payment

- 6.1. Unless the contract states otherwise, payments shall be made net within 5 (five) days of the date of invoice.
- 6.2. Payments shall be made by direct debit without deduction to our bank account in the currency stated on the invoice. Payments shall be deemed made on the date the paid amount is received on our bank account.
- 6.3. Payments may not be withheld on account of warranty claims or other claims or set off on account of counterclaims.
- 6.4. If the customer defaults on payment or on other services, we may
 - i) suspend the performance of our obligation until full payment is effected
 - ii) demand payment of the full amount of purchase price outstanding and
 - iii) charge default interest of 8 (eight) percentage points above the base rate of the European Central Bank (ECB)
 - iv) in the case of non-compliance, rescind the contract after having granted a reasonable grace period
 - v) invoice pre-litigation costs, in particular reminder fees and lawyer's fees.

7. Retention of Title

All products shall remain OeBS's unrestricted property until full payment of the purchase price. A pledge or chattel mortgage of a product may not be created by the customer before the purchase price, including interest and ancillary costs, has been paid in full. The customer shall comply with the labelling requirements and other formal requirements to safeguard OeBS's ownership rights to the products.

8. Warranty

- 8.1. The warranty period shall be 6 (six) months from acceptance of the product. If, for whatever reason, no acceptance occurs, or if no acceptance procedures are provided, the warranty period shall commence from the date of receipt of the product by the customer.
- 8.2. The customer shall only be entitled to warranty if the customer has immediately notified the defect and submitted a detailed written description of it to us. Defects in part of the goods delivered shall not entitle the customer to refuse acceptance of all goods delivered by us. We shall be entitled to choose from among the warranty remedies available the warranty remedy most favourable to us. The customer shall not be entitled to continue to use the product after the defect has been discovered, unless this has been agreed with us in writing, failing which the customer's warranty claim shall expire.
- 8.3. Unless defects are notified to us in writing within 2 (two) days of receipt of the goods, the defect shall be deemed approved. Defects not discovered despite careful inspection shall be notified to

us in writing within 2 (two) days, failing which they shall be deemed approved.

8.4. If warranty work must be performed on the customer's premises, the customer shall provide the required resources and specialists free of charge. The customer shall take all necessary measures to facilitate the performance of the warranty work.

8.5. If the customer makes improper use of the products, we shall not be liable for any damages arising as a result thereof.

8.6. If modifications or repairs of the products delivered by us are made without our consent, the customer's warranty rights shall expire.

8.7. The performance of work and deliveries under warranty shall not extend the warranty period.

8.8. A complaint about a defect by the customer shall not release the customer from his payment obligation.

8.9. The customer shall not be entitled to return goods subject to complaint without our prior written approval. If such goods are nevertheless returned to us, the customer shall reimburse us for all costs incurred as a result thereof. The receipt of such goods by us shall not entitle the customer to deduce claims or legal consequences therefrom. Likewise, the inspection of a defect by us shall not give rise to claims of the customer or have specific legal consequences.

9. Damages

9.1. OeBS shall be liable for damage caused by it by intent or gross negligence. It is up to the customer to prove that OeBS has acted with intent or gross negligence. OeBS shall not be liable for damage resulting from minor negligence and not obliged to reimburse the customer for any consequential damages and lost profit.

9.2. Claims for damages and rights of recourse based on gross negligence or intent raised against OeBS must be put in writing within 6 (six) months, failing which they shall be deemed expired.

10. Termination and Force Majeure

10.1. Apart from the cases mentioned above, we shall be entitled to terminate the contract if:

- i) the performance of the delivery and/or the beginning or continuation of the service is impossible or delayed despite a grace period having been granted for reasons attributable to the customer.
- ii) concerns regarding the customer's solvency arise and the customer fails to make an advance payment or to provide adequate security upon OeBS's request;
- iii) the ownership structure of the customer's business change so that the customer is then a direct competitor of OeBS.

10.2. If insolvency proceedings are opened over a party's assets, the other party shall be entitled to terminate the contract without granting a grace period.

10.3. Any rights of whatsoever type that have already arisen under the contract shall remain unaffected thereby, subject to the statutory recovery claims arising from such termination.

10.4. If the product cannot be delivered or the service performed by us for reasons of force majeure, we shall be released from our delivery and/or service obligation. Force majeure shall in particular include the following events: acts of war by civilian or military authorities, legal restrictions, embargoes, non-granting of export licences, mobilisations, rebellions, terrorist attacks, legal strikes and lockouts, epidemics, fire, explosions and inevitable general shortage of raw materials and energy, provided these events last for more than 30 (thirty) calendar days.

11. Intended Use

The customer undertakes to use the contractual product in accordance with its intended use, i.e. in accordance with the intention and purpose of the contract. If the contractual product is not used in accordance with the contract's intention and purpose, the customer shall pay the contractor a penalty of 100% of the contract value, at least however EUR 50,000.00. Any rights to a reduction by the court shall be excluded.

12. Confidentiality

Any information and documents we provide to the customer in connection with a contract shall be kept strictly confidential and may not be made accessible to third parties, unless the parties have agreed otherwise in writing. The customer shall ensure on the basis of written undertakings that members of his staff that must have access to such information or documents to exercise their professional obligations are subject to the same duty of confidentiality. If the customer violates this duty of confidentiality, we shall be entitled to charge a penalty of 100% of the contract value, at least however EUR 50,000.00. Any rights to a reduction by the court in this respect shall be excluded. The payment of a penalty shall not prejudice our right to claim compensation for damage incurred by OeBS as a result of a violation of the duty of confidentiality.

13. Jurisdiction and Governing Law

13.1. Any disputes arising directly or indirectly from a contract, including disputes over its validity or invalidity, shall be settled by the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by 1 (one) or 3 (three) arbitrators appointed in accordance with these rules. German shall be the language to be used in the arbitration proceedings.

13.2. Contracts shall be governed by Austrian law without regard to the UN Sales Law.

14. Severability

If individual provisions of a contract are invalid or unenforceable, in whole or in part, or if they become invalid or unenforceable due to legislative amendments after conclusion of such contract, the remaining contractual provisions and the validity of the contract as a whole shall not be affected thereby.

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