

1. Applicability of the GTC

The current general terms and conditions (the "GTC") are the basis for all agreements entered into with romy hubegger gmbh including, without limitation, follow-up orders. The use of the general terms and conditions of the customer is excluded. This applies even when they do not contradict or a respective provision is not in these GTC. Any agreements to the contrary are only effective in writing. By placing an order the customer entirely approves these GTC.

2. Orders

Orders are valid on being accepted in writing by romy hubegger gmbh. Orders may not be revoked. Exchange or return of goods without a defect is excluded.

3. Samples

When the order results from a sample provided by the customer, the customer is obligated to protect any third party rights and to save and hold harmless romy hubegger gmbh against claims of any kind. Submitted outlines including, without limitation, provided samples, designs, creations or similar are intellectual property of romy hubegger gmbh and may not be also in any similar way passed on to or be reprocessed by third parties without the consent of the proprietor. On any breach romy hubegger gmbh reserves the right to assert a claim for damages.

4. Deliveries

Deliveries are to be effected at the risk and cost of the receiver from the registered office of romy hubegger gmbh by instructing third parties or by its own vehicle at the discretion of romy hubegger gmbh. romy hubegger gmbh is entitled to carry out at any time partial deliveries that may be separately invoiced. Stipulated delivery dates are to specify from the registered office of romy hubegger gmbh and are non-binding. The additional delivery period is 6 weeks. The return of on-approval consignments are effected at the risk and cost of the receiver.

5. Quality of the Goods

Due to production reasons small colour or design variations to 10% and size variations to 5% appear. These are not defects and do not entitle the customer to assert a warranty or other claim. Further an excess on or a shortfall in delivery of a maximum of 10% on special orders is reserved. In the event of delivery difficulties, traffic congestion, *force majeure* or other impeding circumstances of any kind whatsoever outside of the control of romy hubegger GmbH, romy hubegger gmbh is excused from its performance during the period of the hindrance. Claims of any kind against romy hubegger GmbH do not exist in this event.

6. Warranty

The goods are to be examined within seven days of delivery. Defects are to be

asserted immediately in writing by a detailed statement about the nature and extent of the affected goods and defect. This applies also for defects not externally ascertainable. Later reclamations are not accepted. Claims on defects expire in any event within six months after delivery of the affected goods. Defective goods are to be returned immediately at no cost to romy hubegger gmbh. In every event romy hubegger gmbh reserves the choice of the manner of the warranty. Liability is limited to the rectification or replacement at no cost within a reasonable period. There exists in principle no claim under the warranty for consequential damages due to the defect. Any possible right of recourse for the customer against romy hubegger gmbh under § 933a ABGB or other statutory provision is expressly excluded.

7. Liability

romy hubegger GmbH is not liable for ordinary negligence, economic losses, indirect or consequential damages by it or its employees. romy hubegger gmbh is to be notified without delay about any occurring damages.

8. Price

Stipulated prices are freight collect and uninsured to place of delivery and exclusive of statutory value-added tax. The stipulated prices are subject to incurred cost increases that romy hubegger gmbh is entitled to in a revaluation of the price. Custom duties, freight costs, packaging and wrapping are to be debited. The handling charge for sampled offers is €10 regardless of value. Payments are due within 7 days after receipt of the invoice without discount unless otherwise agreed or another date is stipulated in the invoice. In the event of a delay in payment, an interest rate of 12% per annum is agreed. Sampled offers are only credited when they are sent back to romy hubegger gmbh within 10 days of delivery. Customers are not entitled to offset or set-off claims of any kind whatsoever.

9. Reservation of Title

The goods remain the property of romy hubegger GmbH until full payment and may neither be pledged nor encumbered by third party rights. On selling the goods any claims against third parties arising on the sale are assigned to romy hubegger gmbh. The customer is obligated to ensure this assignment by an endorsement in its account or by notifying the third-party debtor. In the event of an executed distress on the goods or the initiation of settlement or winding-up proceedings, romy hubegger gmbh is to be notified without delay for the assurance of its rights.

10. Data Protection

romy hubegger GmbH is entitled to save and use the data on the buyer and business partners for the purposes of accounting, list of customers and marketing in the manner of EDP

according to the requirements of the statutory provision applicable at the time.

11. Venue

The place of performance is Vienna. For these GTC and the agreements entered into under these GTC Austrian law is applicable excepting appropriate legal provisions arising from the application of non-Austrian law. The application of the UN Convention for the Sale of Goods is excluded. The respective competent court for the Vienna Inner City is agreed on as venue.

12. Final Provisions

The headings used in these GTC serve exclusively as an aid for clarity and are not to be used for the interpretation of the contents.