

GENERAL TERMS AND CONDITIONS

1. Limited Validity

These General Terms and Conditions (GTCs) shall apply exclusively to contractual relationships with companies (business customers).

The present General Terms of Delivery and Payment shall apply to orders and commissions of the business customer from Gonano Dosiertechnik GmbH (hereinafter: "Gonano"). These are the exclusive contractual bases in addition to the offer and order confirmation by Gonano. Contradicting, deviating or supplementary terms and conditions of the business customer do not become an integral part of the contract unless Gonano expressly agrees to their validity in writing. The General Terms and Conditions of Delivery and Payment shall also apply if Gonano, in the knowledge of conflicting, deviating or supplementary conditions of the business customer, provides the delivery to the business customer.

2. Offer / Conclusion of Contract

(2.1) Gonano is bound to its offers 6 working days from delivery. An order of the business customer, which can be regarded as an offer for the conclusion of a sales contract, can be accepted by Gonano within 6 working days from receipt by sending an order confirmation or by sending the ordered goods within the same period.

(2.2) Gonano delivers the goods ordered by a business customer after the acceptance of the offer. If Gonano subsequently realises that an error has occurred in the information regarding a product, in either the price or deliverability, Gonano shall inform the business customer immediately. The business customer can re-confirm the order under the changed conditions, otherwise Gonano is entitled to withdraw from the contract. Already received payments will be refunded immediately after a withdrawal from the contract. If necessary, relevant efforts which until then have been incurred by Gonano and whose origin the business customer is responsible for, can be accordingly evaluated by Gonano and deducted before a return transfer.

(2.3) For orders placed on the Internet, Gonano shall confirm their receipt via email to the business customer. This confirmation of receipt is not an order confirmation. The acceptance of the offer is made by a separate order confirmation which will be sent either via fax, email or mail.

(2.4) Gonano reserves the right to reject orders, which have not been accepted, to set credit limits or to demand advance payments, in particular in the case of unpaid invoices, credit risks or insolvency.

3. Dates of Delivery

(3.1) Delivery dates or periods which have not expressly been agreed as binding are exclusively non-binding information. Due date and delay with delivery obligation can occur at the earliest from this time onwards. The delivery obligation is, however, already executable starting from the conclusion of the contract.

(3.2) The adherence to delivery dates requires the timely and proper fulfilment of the obligations of the business customer. Gonano reserves the right to claim non-performance of the contract. Delayed payments from previous orders also justify the right of retention.

(3.3) Gonano shall be entitled to make partial deliveries at any time as far as this is reasonable for the business customer.

(3.4) Should the business customer be in delay of acceptance or culpably violates other obligations to co-operate, then Gonano is entitled to demand compensation of the loss suffered and any additional expenditure incurred. The risk of accidental deterioration and accidental damage or destruction of the products ordered shall pass to the business customer upon the commencement of default in acceptance.

4. Delivery and Transport Conditions

(4.1) Unless otherwise set forth in the offer or the offer confirmation issued by Gonano, delivery is made on an "ex-works" basis. The place of performance for the delivery is the factory of Gonano in Breitstetten. The risk of accidental damage or destruction or accidental deterioration of the products passes to the business customer upon transfer to the transport

company chosen by Gonano (usually GLS); shipment will be made at the business customer's risk. At the request and expense of the business customer, Gonano will take out transport insurance for the delivery.

(4.2) Transportation materials and all other packaging are only taken back insofar as Gonano is obliged to do so pursuant to the Packaging Ordinance or other statutory provisions.

5. Prices – Terms of Payment

(5.1) The prices of Gonano are ex works excluding packaging and transport, which will be invoiced separately. For orders, the prices stated in the offer or the order confirmation shall apply, in case of doubt, these are the prices from the pricelist valid at the time of the order.

(5.2) VAT is not included in the list prices, it shall be separately shown on the invoice at the statutory rate on the invoice date.

(5.3) All invoices from Gonano must be paid net (without deduction) within 30 calendar days from the date of invoice issue (date of invoice). Payment shall be deemed effected if Gonano can dispose of the amount or if it will be credited to Gonano's account.

(5.4) If the business customer does not pay within 30 calendar days after receipt of the invoice, it will be in default without a reminder. The legal consequences of default shall apply.

6. Liability for Material Defects

(6.1) Material defects in the products of Gonano according to the law shall be reported immediately, at the latest within 14 calendar days after receipt of the delivery. Hidden material defects (meaning those which cannot be identified in the course of a proper inspection) must be reported immediately after their detection; otherwise delivery shall be considered to have been approved. The products must be inspected for material defects immediately after receipt by the business customer (incoming goods inspection).

(6.2) If a material defect is detected, Gonano shall withdraw from the contract under the exclusion of the business customer's rights or shall reduce the purchase price or shall be obliged to provide subsequent performance in the form of the repair (rectification) or delivery of another item which is free of defects. The repair is carried out in the factory of Gonano, rectification services at the business customer or their customers on site are not provided. Gonano shall bear the expenses necessary for the purpose of supplementary performance, provided these are not increased by the fact that the products are located at a place other than the place of performance.

(6.3) If no supplementary performance is carried out within a reasonable period set by the business customer or if it is unsuccessful, the business customer may, at their discretion, demand a reduction of the purchase price (reduction) or declare the withdrawal from the contract. The supplementary performance shall be deemed to have failed with the second unsuccessful attempt, unless further rectification attempts are appropriate due to the subject matter of the contract and if they are reasonable for the business customer.

(6.4) Claims of the business customer based on material defects shall become statute-barred after 12 months from the date of delivery of the products to the business customer, unless Gonano maliciously concealed the defect. The validity of the statutory warranty periods in the cases of the recourse claims of the business customer due to liability for consumer goods purchases remains unaffected, unless the liability of the business customer results from advertising statements, warranties or other agreements that do not originate from Gonano or from warranties exceeding those stipulated by statutory provision.

(6.5) Gonano shall not be liable for material defects resulting from the use of the material provided by the business customer ("business customer material") or due to the business customer's specifications or plans, in as far as no circumstance has occurred that Gonano is responsible for.

(6.6) Gonano shall not be liable for any damages caused i.a. for the following reasons:
unsuitable, faulty, careless or improper storage, processing or use of the goods by the business customer or third parties as well as the product negatively affecting chemical, electromechanical or electrical effects.

In particular, Gonano is therefore not liable for any damage resulting from non-observance of the storage or application instructions for the products distributed by us.

In addition, the chemical and electromagnetic compatibility of the delivered products with the business customer's materials and products on the business customer side must be checked and responsibility must be held.

(6.7) More extensive claims or claims by the business customer other than those regulated in this section 6 against Gonano and its vicarious agents for material defect are excluded, irrespectively of the stipulations of section 8 concerning claims for compensation for damages and reimbursement of costs on the part of the business customer.

7. Liability for Defects

(7.1) For liability due to defects in title, the provisions of section 6 shall apply accordingly to the material defect liability, unless and to the extent that nothing to the contrary is stipulated hereinafter.

(7.2) Should a third party assert justified claims against the business customer for the infringement of industrial property rights by the products of Gonano, Gonano shall be liable to the business customer as follows:
Gonano shall be entitled to withdraw from the contract under the exclusion of the business customer's rights or to reduce the purchase price, at its discretion either acquire, at its own expense, the right of use of the products in question, or modify them so as not to violate the industrial property right, or replace them, as far as it is possible on suitable terms and conditions and is reasonable for the business customer. If no supplementary performance is carried out within a reasonable period set by the business customer or if it is unsuccessful, the business customer shall be entitled to the right of withdrawal or reduction of the purchase price.

(7.3) The liabilities of Gonano for the infringement of industrial property rights shall only apply if the business customer immediately notifies Gonano in writing about the claims asserted by the third party and does not acknowledge infringements without the prior written consent of Gonano. Should the business customer cease to use the delivered products after asserting claims of third parties, it is obliged to inform the third party that the cessation of use does not constitute any acknowledgement of violation of industrial property rights.

(7.4) Claims of the business customer due to defects in title are also excluded insofar as it is responsible for infringement of industrial property rights or insofar as these are caused by the business customer's material or specifications and plans of the business customer.

8. Scope of Services

Unless otherwise agreed, Gonano is only obliged to provide the delivery in the state of the place of performance free of third party rights, in particular free of industrial property rights and copyrights of third parties.

9. Compensation for Damages

(9.1) In the event of a breach of a pre-contractual, contractual or non-contractual obligation, also in case of defects in quality or title of the delivered products, Gonano is liable for compensation of damages and expenses – subject to further contractual or statutory liability requirements or legal liability requirements - only for damages caused by deliberate or grossly negligent breach of duty by Gonano, its legal representatives or vicarious agents as well as for any breach of a material contractual obligation (duty whose breach jeopardizes the achievement of the purpose of the contract).

(9.2) Does not apply to consumers.

However, the liability of Gonano in these cases - except for cases of intentional damage - is also limited to the damage typically expected in the event of a specific breach of duty and foreseeable upon conclusion of the contract.

(9.3) These exclusions of liability do not apply in case of a fraudulent concealment of a defect, the assumption of a warranty, for damages arising from injury to life, body or health as well as in case of mandatory liability under the Product Liability Act.

10. Reservation of Title

(10.1) The products shall remain in the ownership of Gonano until full payment has been made of all, including future purchase price claims (reserved goods). The business customer is entitled to sell the products taking into account the following provisions:

The reserved goods may only be sold in ordinary and proper business transactions and only on the condition that claims resulting from resales have not previously been transferred to third parties. The receivables due to the business customer from the resale of the reserved-title goods shall be assigned in advance to Gonano upon conclusion of the respective purchase contract with Gonano. Gonano will not collect the assigned claims as long as the business customer meets its payment obligations. However, the business customer is obliged to provide Gonano with information on the third party debtors upon request and to inform these of the assignment. It is entitled to collect the claims arising from the resale of the reserved goods as long as Gonano does not give instructions to the contrary. It is obliged to immediately

pass on the collected amounts to Gonano, insofar as and as soon as the claims of Gonano are due. Gonano shall undertake to release the claims transferred to it if so desired upon request by the purchaser if the claims to be secured exceed more than 20 % and arise from deliveries already paid for.

(10.2) Pledges or security transfers or assignments of security of the reserved-title goods or of the assigned claim are not permitted. The business customer must immediately notify Gonano of any access by third parties to the products delivered under reservation of title or to any claims.

(10.3) In the event of breaches of duty by the business customer, in particular default of payment, Gonano shall be entitled to full or partial withdrawal from the contract and to take back the goods; the business customer is obliged to surrender the goods. The declaration of withdrawal or the assertion of the retention of title as well as the seizure by Gonano constitute a declaration of withdrawal from the contract with respect to the respective reserved goods.

11. Intellectual Property

Gonano reserves the ownership, copyright, and other industrial property rights for all illustrations, drawings, calculations, and other documents. In as far as it is essential for the execution of the contract, the business customer acquires only simple rights of use of the exclusive industrial property rights of Gonano.

Documents handed over by Gonano may only be forwarded to third parties or otherwise made accessible to third parties with the express written consent of Gonano. Reproduction or other use of documents is inadmissible, unless it is required by the contractually stipulated purpose or is expressly permitted by Gonano in writing. The business customer undertakes to immediately notify Gonano of any suspicions of infringement of the industrial property rights of Gonano by third parties.

12. Miscellaneous

(12.1) Should individual provisions of these terms and conditions of the contract be wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.

(12.2) Austrian Law is exclusively applicable, excluding the conflict of laws rules of international private law and the rules of the UN Convention on Contracts for the International Sale of Goods ("CISG").

(12.3) The exclusive place of jurisdiction for all legal disputes between Gonano and the business customer resulting from the business customer's orders from Gonano or in connection with the contractual relationship is Korneuburg, provided that the business customer is a merchant. Gonano may also choose to file a claim at the place of business of the business customer.