

1. General; Applicability

Conclusion of contracts, performance, our offers, deliveries and other services, including future ones, shall exclusively be based on these General Terms and Conditions ("GTC"), which constitute an integral part of the contractual relationship and will be agreed in a legally binding manner upon conclusion of the contract. No conditions that conflict with, are not contained in and/or deviate from our GTC and no general terms and conditions of the customer shall be accepted by us or shall become part of the contract. Accordingly, if the customer uses his own general terms and conditions, applicability of the same is expressly excluded and they shall not hinder exclusive applicability of our GTC.

Consumers as used hereinafter means "consumers" as defined in the Austrian Consumer Protection Act ("*KSchG*").

2. Contents, conclusion and rescission of contracts

2.1. Any details or information contained in product catalogues, brochures or price lists shall only become a legally binding part of the contract if expressly provided for therein.

2.2. Our offers are subject to change without notice. Contracts shall be deemed concluded only upon dispatch of a written acknowledgement of order by us. Until then, the customer shall be bound by his purchase order for two (2) weeks.

The customer shall check our acknowledgment of order for accuracy and verify any preliminary, non-binding delivery periods and dates that may be stated therein. In the case that the acknowledgment of order deviates from the customer's purchase order and the customer fails to object thereto in writing within three working days of receipt of the acknowledgment of order the deviation shall be deemed accepted. No subsequent modifications of and/or amendments to an existing order due to customer requests shall be permitted.

2.3. Cancellation of orders by the customer is not admissible. This shall not affect written cancellation agreements that may be agreed by mutual consent in a specific case. Where a customer owes us payment recoverability of which seems to be jeopardised due to a change in the customer's financial situation, we shall be entitled to rescind the contract and to assert any claims resulting therefrom.

3. Descriptions of goods; Proprietary rights; Information from the customer; Changes; Quotations

3.1. Descriptions of goods in catalogues, brochures, models, specimens, drawings, etc. constitute no quality guarantees and are non-binding. We reserve full title, all copyrights and industrial property rights to models, specimens, drawings and other documents. We may ask that any and all documents stated above be returned to us, unless the customer has acquired them for consideration. The customer shall indemnify and hold us harmless for any infringements of industrial property rights caused by the manufacture of delivery items according to the customer's specifications. If the customer provides plans and information or advises measurements, he shall be liable for their accuracy, unless they are obviously incorrect.

3.2. We reserve the right to change designs or materials, provided that common use of the delivery item or use that is expected based on the contract will not be materially or detrimentally affected.

3.3. Our quotations for entrepreneurs are subject to a fee. Customers shall bear the costs of planning, consulting, provision of specimens and materials testing.

4. Prices; Terms and conditions of delivery and assembly; Price adjustments

4.1. Unless otherwise agreed, prices include packaging but are exclusive of statutory value added tax. Our services will be rendered according to the Incoterm FCA (free carrier) Waidhofen/Ybbs, Schwarzwiesenstrasse 3, which shall be interpreted in line with the Incoterms 2010.

4.2. Where, in derogation from Clause 4.1., delivery and/or assembly is effected by us, the customer shall make arrangements for us to be able to do so under acceptable conditions (e.g. appropriate heating, dry rooms, free access for vehicles, transport route to be free of works of other contractors, secured access for lorries, availability of a lift in the case of buildings to be furnished that have more than one floor, availability of electricity and lighting free of charge and availability of a room that can be locked); otherwise we reserve the right to invoice any additional costs incurred by us in connection therewith. Unexpected costs of delivery and/or assembly which were not caused by us (e.g. intermediate storage, several travels) shall be borne by the customer.

4.3. In the case of business-to-business contracts that provide for a delivery period of more than three (3) months we are entitled to adjust the prices accordingly if payroll costs (e.g. due to regulations in collective bargaining agreements or plant agreements) or other costs which are necessary for performance, e.g. for material, energy, third-party work, financing, etc. change.

5. Terms of payment/partial invoices/invoicing; Costs of collateral provided; Offsetting; No right to withhold payment in the case of defective performance

5.1. Unless otherwise agreed, our invoices shall be due for payment within fourteen (14) days of the invoice date without any deductions. We reserve the right to ask for advance payments of up to 100% of the contract value at any time. Payments shall be deemed effected upon receipt only.

In addition, we are entitled to also issue partial invoices if performance is rendered in parts.

We are entitled at our discretion to issue separate invoices for any and all deliveries/services ordered by the customer (including any parts thereof) and/or any and all deliveries/services being the subject matter of the contract, in particular the goods supplied (cost of goods), on the one hand, and the delivery and assembly work (cost of delivery and assembly), on the other hand. This shall also apply where the customer has ordered the deliveries/services (e.g. ordering goods including delivery and assembly) in the course of a single ordering process. The deliveries/services invoiced by us according to the above shall constitute (separate) orders, which shall be legally and financially independent of each other.

"We are entitled to send invoices to the customer exclusively electronically via email, as an email attachment, web download, pdf file or text file, as a scan of the hardcopy invoice or as a fax invoice. The customer grants his revocable consent to this type of invoicing. For the purpose of sending the invoice the communication details that have been advised to us and/or are publicly known (e.g. email address, fax number, etc.) shall be relevant. As the recipient of the invoice the customer shall ensure that electronic invoices can be delivered properly and that technical systems, such as filter programs or firewalls, have been adapted appropriately. The customer shall advise his communication details and any changes thereof immediately and in writing. Invoices sent to the communication addresses most recently advised by the customer shall be deemed received by the same."

5.2. If the customer asks us to furnish collateral of any kind, e.g. bills of exchange, sureties, guarantees, bank guarantees, other warranties of credit institutions, other collateral and the like, the customer undertakes to fully reimburse us the expenses, fees, costs and other expenditure as well as the cost of labour, staff, etc. incurred by us in this connection (hereinafter referred to as "Costs"). We are entitled to charge those Costs to the customer in a separate invoice, which shall be agreed to be due for payment within 14 days of the invoice date.

5.3. The customer waives his right of setoff. Section 6(1) No. 8 *KSchG* shall apply to consumers.

5.4. The customer is not entitled to withhold payment on account of defective performance on our part, warranty claims or other counterclaims of any kind (including, but not limited to claims for damages), which means that with respect to the total consideration any right to withhold payment is excluded, in particular for the purposes of the first sentence of Section 1052 of the Austrian Civil Code [*ABGB*]. Accordingly, the customer shall pay the total consideration despite defective performance. The right to withhold payment is also excluded with respect to missing/defective ancillary deliveries/services or any part thereof (such as delivery/assembly). Set-off pleas and relying on Section 933(3) *ABGB* by the customer is also excluded. If this clause (no withholding of payments) is ineffective for any reason whatsoever, the following shall apply as a subsidiary provision:

In the case of defective performance on our part (defect in quality or quantity) the customer shall not be entitled to withhold the total consideration, in particular contrary to the provision of the first sentence of Section 1052 *ABGB*. Rather, payment may only be withheld up to an amount equal to the costs we would have to incur to fulfil our warranty obligation (e.g. costs of improvement by us). Moreover, where we owe several separate deliveries/services or performance by instalments or a number of goods that can be ordered separately or if our deliveries/services are otherwise divisible (hereinafter "Parts"), the customer shall in any case owe the total consideration for those Parts that are free of defects even though one Part was defective (e.g. the remaining pieces of furniture that are free of defects). This also applies if those Parts are based on a single contractual relationship only (e.g. purchase order for several pieces of furniture based on a contract). With respect to defective performance (or a defective Part) the customer shall only be entitled to withhold payment to the extent defined above (costs of improvement by us).

6. Late payment; Dunning and collection charges

6.1. In the case of late payment by the customer we shall be entitled to charge late payment interest at a rate of 10% p.a. above the base rate. Furthermore, any additional loss and/or higher interest losses shall also be reimbursed irrespective of the fault for late payment.

6.2. In the case of late payment (even if through no fault) the customer agrees to pay us damages, including but not limited to reimbursement of necessary and reasonable dunning and collection charges for expedient legal action and other costs of collection and recovery (in particular out-of-court lawyer's fees calculated on the basis of a separate job as defined in the Austrian Statute on Lawyers' Tariffs [*Rechtsanwaltstarifgesetz/RATG*] from the time the file is delivered to the lawyer). Where we take the dunning measures ourselves, the customer shall pay us, apart from the claim under Section 458 of the Austrian Business Code [*Unternehmensgesetzbuch/UGB*], an amount of EUR 12 per reminder and a charge of EUR 5 per half year for keeping track of the obligation in the dunning system.

7. Mode of shipping; Delivery by instalments

In the absence of an agreement we may choose the expedient mode of shipping at our discretion, unless delivery is effected by us in derogation from Clause 4.1. Delivery and performance by instalments shall be permitted to a reasonable extent.

8. Delivery period; reservation of self-delivery; Default in acceptance

8.1. We agree on delivery periods based on calendar weeks. Delivery periods shall only be binding if the fact that they are binding has expressly been confirmed by us in writing.

8.2. Agreed delivery periods shall commence at the time of conclusion of the contract and not before the documents to be provided and/or approvals to be granted by the customer have been provided or granted, respectively, and any product-related questions to be answered and the details of the requested design of the delivery item to be provided by the customer have been fully clarified. If an advance payment has to be made as defined in Clause 5.1., the delivery period shall in no case commence earlier than at the end of the day on which we have received the advance payment.

8.3. The customer or one of his agents shall collect the goods within 24 hours of the time advised by us for collection.

8.4. We are entitled to reasonably extend binding delivery periods as defined in Clause 8.1 for the reasons stated in Clause 8.5 and in the case of other impediments which have not been caused by at least gross negligence on our part. This shall also apply where the prevention of delivery is due to default or non-performance on the part of a supplier of ours. The customer shall have no rights on account of such delays.

8.5. We shall not be liable for default or impossibility of delivery due to force majeure (e.g. strike, fire, war, disruption of transport, etc.) or for other reasons beyond our control, e.g. because the customer has not completed necessary preparatory work in time. If performance is prevented due to force majeure or for reasons beyond our control, we shall be entitled to cancel any open delivery commitments for no consideration. This shall also apply where the prevention of delivery is due to default or non-performance on the part of a supplier of ours.

8.6. In the case of default or impossibility of delivery (including by instalments) for reasons other than those stated in Clause 8.5 we shall be liable if we have acted with no less than gross negligence. In the case of business-to-business contracts the exclusions of liability of Clause 10 shall apply.

8.7. "The customer shall accept the goods/service immediately after the same have been made available or, where the deliveries/services are provided by us or a business entity commissioned by us, after delivery/provision. It is agreed that default in acceptance on the part of the customer shall qualify as a breach of a principal duty, which means that default in acceptance will be deemed equivalent to payment default. Moreover, in the case of default in acceptance the price risk shall pass to the customer and we shall only be liable for gross negligence (e.g. careful safekeeping). In the case of default in acceptance we shall also be entitled to store/deposit the goods in a public warehouse, with a court or in any other safe place at the customer's risk and cost. The right laid down in Section 373 *UGB* shall remain unaffected thereby. In the case of placement into storage we shall in any case be entitled to charge a reasonable storage fee for every calendar day commenced and, concurrently, to insist on specific performance or, after having granted a reasonable grace period, to rescind the contract and to realise the goods otherwise. In addition, in the case of default in acceptance a contractual penalty shall be payable irrespective of fault and of whether damage has actually occurred in the amount of 50% of the purchase price for serial or standard products or 100% of the purchase price for products made to the customer's specification. The right to claim additional damages or consideration (e.g. storage and transportation costs, costs of several travels, lawyer's fees, purchase price for the goods, etc.) shall remain unaffected."

In the case of default in acceptance or if the customer is late in rendering his own services or services for which he is responsible, we shall be entitled to ask for immediate payment of all invoices and/or accounts receivable.

9. Notice of defects; Warranty; Statutory limitation

Business name: BENE GMBH Legal form: company with limited liability Registered office: Waidhofen/Ybbs Business Register No.: 444783 v Business Register Court: Regional Court St. Pölten VAT No.: ATU57313936 DPR: 0006203

OUR OFFERS, DELIVERIES AND OTHER SERVICES SHALL EXCLUSIVELY BE BASED ON OUR GENERAL TERMS AND CONDITIONS.

9.1. Entrepreneurs shall inspect the delivery item without delay, in particular before it is used, built in, installed or processed, and shall give written notice of defects of any kind (including in the packaging), including information on the type and extent of the defect. In the case of patent defects such written notice shall be given within three working days of delivery; latent defects shall be notified within three working days of the time they could reasonably be noticed. If the notice of defects fails to meet the said requirements, the goods shall be deemed accepted. In that case the right to assert warranty claims, claims for damages, including for consequential damage caused by defects, and the right to avoid the contract on account of mistake shall be excluded. If the delivery items are assembled by us, the above provisions shall apply to defects in assembly accordingly.

9.2. Entrepreneurs shall prove that the defect has existed at the time of delivery; consumers need to do so only after expiration of a period of six (6) months from delivery. Apart from the cases where the right to cancel the contract is provided for by law, we reserve the right vis-à-vis entrepreneurs to fulfil warranty claims at our option either through improvement, replacement or price reduction.

9.3. In business-to-business contracts the warranty period for movable items is six (6) months and for immovable items it is one (1) year from the time of delivery. The right of recourse as laid down in Section 933b ABGB shall be excluded.

9.4. In the case of damage caused by defective goods we shall only be liable within the limits stated in Clause 10.

10. Limitation of liability

We shall be liable for damage suffered by the customer only if we acted with wilful intent or gross negligence, except in the case of personal injury. Other than in the case of personal injury we shall be liable vis-à-vis entrepreneurs only if they can prove that we have acted with gross negligence or wilful intent. Liability vis-à-vis entrepreneurs is generally limited to 15% of the net contract value and is excluded for lost profit, consequential damage or loss due to third-party claims.

11. Retention of title

We shall retain title to the goods until full payment of the purchase price plus ancillary charges. Goods the title to which has been retained may only be resold if we have been notified thereof timely in advance and have been advised the (business) name and exact (business) address of the purchaser and if we give our express prior approval of the resale in writing. If we approve, the purchase price claim shall be deemed assigned to us already at this point. We are entitled to notify the third-party debtor of the assignment at any time. Claiming the retention of title shall only constitute a rescission of contract if expressly stated so in writing. Goods title to which has been retained shall not be pledged, transferred by way of security or disposed of otherwise by the customer for the benefit of third parties. We shall immediately be notified of any attachment or other seizure by third parties of goods title to which has been retained. In the case of late payment by the customer we shall, for the time being, be entitled to take back goods title to which has been retained at the customer's cost. Taking back goods shall constitute no rescission of the contract unless we have made an express statement to that effect. However, in the case that retention of title is claimed, any and all payment obligations of our customer shall remain completely unaffected."

12. Applicable law; Place of performance; Place of jurisdiction

12.1. These GTC and the contractual relationship shall exclusively be subject to Austrian substantive law; the provisions of UN Sales Law and non-mandatory conflict of laws rules of private international law (Austrian Statute on Private International Law [IPRG]) shall be excluded. Any conflict of laws rules shall be excluded. However, the parties may agree on a different foreign substantive law in writing by mutual consent.

12.2. The place of performance shall be 1010 Vienna, Austria (Europe).

12.3. As an alternative place of jurisdiction for all disputes arising out of or in connection with the present contractual relationship the court having jurisdiction over the subject matter and 1010 Vienna, Austria (Europe) is hereby agreed for any claims we may have vis-à-vis the customer. We are in any case entitled to sue the customer also at a general or any special place of jurisdiction of the customer.

As the exclusive place of jurisdiction for all disputes arising out of or in connection with the present contractual relationship the court having jurisdiction over the subject matter and 1010 Vienna, Austria (Europe) is agreed for any claims the customer may have vis-à-vis us.

For lawsuits against customers who are consumers as defined in Section 1 KSchG the domicile, habitual residence or place of occupation shall be the place of jurisdiction for the purposes of Section 14 KSchG.

13. Requirement of written form; Reference customers; Changes in address/data; Miscellaneous

13.1. Any and all agreements, subsequent modifications, amendments, side agreements, etc. shall be made in writing in order to be valid. This shall also apply to a waiver of this requirement of written form.

13.2. We are entitled to state our customers as reference customers in any way whatsoever.

13.3. The customer shall immediately notify us of any changes in his address or in the data necessary for handling the contractual relationship (e.g. personal data, invoice address; etc.). Until we receive such a notification statements and invoices shall be deemed received by the customer if they were sent to the original address/data.

13.4. Any assignment of rights or duties under a contractual relationship entered into on the basis of these GTC and any transfer of such contractual relationship by the customer to a third party shall be subject to our prior written approval.

Last revised on: 1 January 2017

BANK DETAILS:

Please transfer the invoice amount to any of the following bank accounts:

Bank: Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Vienna
EUR IBAN AT67 3100 0247 0931 1002 BIC: RZBAATWWXXX

Bank: Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Vienna
USD account no.: 7050849793, IBAN: AT503100007050849793, BIC: RZBAATWWXXX

Bank: Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Vienna
GBP account no.: 8350849793, IBAN: AT403100008350849793, BIC: RZBAATWWXXX

Bank: Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Vienna
AED account no.: 5750849793, IBAN: AT603100005750849793, BIC: RZBAATWWXXX