

Valid with effect from December 7, 2017

AGB Maistapack GmbH

I) Scope of validity

1. All services provided by Maistapack GmbH shall be exclusively subject to these General Terms and Conditions of Business.
2. Any conflicting GTCB of the Customer shall be invalid.
3. Any deviations from these GTCB shall require written confirmation by Maistapack.

II) Conclusion of contract

1. Maistapack shall provide all of its services exclusively to contractors within the meaning of Section 1 of the Austrian Consumer Protection Act (KSchG).
2. Our quotes are of a non-binding nature. They are merely understood as an invitation to request a quote and may not be disclosed to any third parties without our consent.
3. Any unclear order placements shall be charged to the Customer.
4. The Contract shall only enter into force following the written declaration of acceptance and/or dispatch of the ordered goods.
5. The content of a declaration of acceptance deviating from the order shall be regarded as having been approved and shall become part of the Contract insofar as the Customer does not object to this within seven days of receipt.
6. Field representatives shall not be authorized to conclude Contracts and/or make binding commitments.
7. The Customer shall be responsible for enquiring about the size, quality, dimensions and possible uses of the product he/she has ordered. Maistapack shall not be affected by any duties to investigate or provide warnings.
8. All contractual amendments must be made in writing in order to take effect.
9. A written declaration of acceptance may be revoked by Maistapack up until the point the ordered goods are dispatched.

III) Prices

1. Unless otherwise agreed, all prices shall apply "ex works".
2. The prices are exclusive of packaging, VAT and shipping costs.
3. The prices shall be based on the material and wage costs at the time the Contract is concluded. Should there be an increase in these costs, Maistapack shall be entitled to bill the Customer for any resulting increase in costs until the delivery has been settled.
4. Any storage of goods, printing plates and/or tools for a duration of three months is included in

the price.

5. Maistapack is responsible for selecting the suppliers and the packaging. The costs must be borne by the Customer.

IV) Payment terms

1. In the absence of any mutual agreement, payment must be made within 30 days of the billing date without any deduction or within 14 days of receipt of the bill, minus a discount of 2 %.

2. Any complaints by the Customer shall not entitle him/her to retain the purchase price and/or a portion of the purchase price.

3. All payments must be made in EUR.

4. The Customer shall only be entitled to offset amounts by way of a counterclaim following written approval to do so by Maistapack, or if such action has been legally established by a court of law.

5. Claims against Maistapack may only be assigned to third parties following written approval to do so by Maistapack.

6. Maistapack shall also be entitled, following acceptance of the order, to make the processing of the order dependent on an advance payment and/or payment on account.

7. If there are justified concerns regarding the Customer's solvency, Maistapack shall be entitled to demand the immediate payment of all receivables, including those not due, and make the fulfilment of services dependent on such payment.

V) Order processing for packaging

1. Design samples submitted by Maistapack must be inspected by the Customer with regard to all of the requested properties, and any amendments must be notified to consent.

2. Proof sheets and proof runs must be checked by the Customer, and a release declaration must be returned to Maistapack (e.g. "Good for printing").

3. Maistapack shall only commence the order processing once the release declaration is received.

4. Delivery deadlines and delivery dates must be made in writing in order to be valid.

5. The delivery deadline shall commence at the earliest upon receipt of the release declaration from the Customer, and only at the point at which all of the documents required for order processing purposes have been received by Maistapack.

6. If the delivery deadline cannot be observed by Maistapack, then a new delivery deadline shall be stipulated in a binding manner by Maistapack. Any claims by the Customer in this regard, including in particular compensation claims owing to simple negligence, shall be excluded.

7. Any desired modifications notified by telephone shall require written confirmation by Maistapack in order to take effect.

8. The Customer shall have an acceptance obligation on the agreed date. If a delivery is not possible for reasons owing to the Customer, then the Customer shall be in default of acceptance and shall

assume the various cost and risk transfer obligations.

9. The Customer undertakes to accept partial deliveries insofar as this is not an unreasonable action.

Each partial delivery must be qualified as an independent service.

10. Cases involving force majeure and impossibility of or delays in procuring raw materials shall release Maistapack from its obligation to adhere to its delivery duties.

11. In the case of regular orders without an agreed end date and/or notice period, the order in question may only be released at the end of the calendar year, subject to observing a six-month notice period.

12. All costs for modifications made following the submission of the release declaration shall be borne by the Customer.

13. Maistapack shall not be obliged to store the goods, printing plates and/or tools. A warehousing shall only be subject to agreement. The warehousing risk shall be borne by the Customer.

14. The maximum warehousing duration for the goods is three months. Once this three month period has expired, the goods shall be taken out of the warehouse and, should the Customer fail to accept the goods, he/she shall be charged suitable warehousing costs.

15. Tools and printing plates provided by the Customer and warehoused by Maistapack may be taken out of the warehouse after this three month period has expired without any further order placement. If the Customer fails to pick up these goods within five days of being requested to do so by Maistapack, then Maistapack may opt, at its own discretion, to destroy these goods or store them at the Customer's expense.

VI) Order processing for box erecting machines

Where the subject of the contractual relationship is the provision of a cardboard box erecting machine, the cardboard box erecting machine shall remain the property of Maistapack during the entire period of collaboration. The fee to be paid by the

Customer shall be generated from a separate agreement to be reached in individual cases.

The Customer undertakes to use the cardboard box erecting machine provided by Maistapack solely for the purpose of manufacturing Maistapack cuts. He/she shall be liable for ensuring that only suitably trained personnel are deployed to use the cardboard box erecting machine. It shall solely be used in accordance with the requirements stipulated by

Maistapack. The Customer undertakes to take out adequate insurance cover for the case erecting machine in order to cater for any damage (fire, destruction, operational errors by staff, etc.). The Customer shall ensure the daily maintenance and upkeep of the erecting machine undertaken by professional staff and shall bear the costs for this. If the cardboard box erecting machine displays an excessive level of wear or tear or damage following the end of the Contract, the Customer undertakes to pay for this damage within 14 days.

In the absence of any mutual individual agreement, both contracting parties shall have the option to terminate the agreement at the end of a given month, subject to observing a three month notice period. Such termination must be made in writing (emails shall suffice).

VII) Risk transfer

1. The risk of transport for the goods shall transfer to the Customer once the goods leave the factory.
2. Should there be a delay in dispatching the goods, and the Customer is responsible for this, then the risk shall transfer to the Customer upon notification to the latter of the readiness for shipment.
3. The risk of any errors shall transfer to the Client upon submission of the release declaration (e.g. "Good for printing") insofar as said risk has not arisen as a result of the subsequent manufacturing.
4. The goods shall only be ensured if this has been agreed in individual cases. The relevant costs must also be borne by the Customer.

VIII) Warranty

1. The goods must be examined immediately by the Customer once they have been received at the delivery location, and any defects must be notified to Maistapack in writing within eight days.
2. The warranty period shall be six months in the event defects are notified in good time. An extension of this period shall be excluded.
3. The decision as to whether the goods should be replaced or improved in warranty cases shall be the responsibility of Maistapack.
4. The Customer shall be responsible for providing evidence that the defect has occurred prior to the date the risk is transferred.
5. Any additional warranty, including in particular a reverse onus clause, shall be ruled out.
6. In the event of a defect, the Customer shall not be entitled under any circumstances to retain the purchase price. A defect recognized by us shall be rectified within an appropriate period of time.
7. It is possible for there to be minor deviations with regard to the colour and quality of the goods in terms of the gluing, sewing and printing.
8. Industry-standard weight differences of up to plus or minus 5 % shall not constitute defects.
9. Production-related overshipments and undershipments of up to 10 % of the ordered quantity shall constitute proper fulfilment by Maistapack with regard to the manufacture of the goods. The total price shall be in accordance with the actual goods supplied.
10. Maistapack shall ensure the EAN barcodes or QR codes are printed to the industry standard in terms of quality.

IX) Liability

1. By submitting the release declaration, the Customer hereby confirms the accuracy of the information provided and consents to the order being processed. Maistapack shall not be liable for

any errors that the Customer is culpable for or has caused.

2. Maistapack shall not be liable for any cases of slight negligence in the case of material damage.
3. This liability shall expire within six months of the damage and injuring party becoming known.
4. Any damage or qualified infliction must always be proven by the Customer.
5. The liability for mere financial losses, including in particular for lost profit and consequential damages, shall be ruled out.
6. Maistapack shall not assume any liability for the loss of data or programs.
7. If a penalty chargeable to Maistapack has been agreed, then the Customer shall not be entitled to assert a loss exceeding this amount.
8. These liability provisions shall also apply to assistants employed by Maistapack.
9. With regard to the custody of order documents, Maistapack shall only be liable for a period of two weeks after payment of the purchase price by the Customer. Maistapack shall not be liable for any documents not picked up from this date.

Maistapack's custody obligations shall also cease to exist from this date.

X) Data protection

1. The Customer's personal data shall only be collected and used after obtaining his/her consent to do so.
2. Should this be necessary to execute the order, the collected Customer data may be disclosed to third parties by Maistapack.
3. The Customer shall be entitled at any time to request information about the blocking and rectification and/or erasure of his/her data.
4. The Customer must notify Maistapack immediately of any modifications to his/her data.

XI) Right of retention and other rights

1. The delivered goods shall remain the property of Maistapack until payment is received in full.
2. The Customer shall only be entitled to resell the goods subject to retention of title, prior to making payment in full, if the Customer assigns the resulting purchase price claim to Maistapack as security. In the event of any such assignment, the Customer undertakes to make an appropriate book entry.
3. With regard to the current account, the reserved ownership shall be security for the current account claim by Maistapack.
4. Maistapack shall have a right of retention over order documents provided by the Customer to Maistapack, including in particular templates, manuscripts, data media and other items, until payment of the purchase price is made in full.

5. The use or distribution of any of the data, drawings, drafts, sketches, plans, specifications, etc. provided by Maistapack during the period of collaboration is strictly prohibited for any other purpose than the collaboration with Maistapack GmbH. Violations of this obligation shall be pursued in criminal and civil proceedings in accordance with Section 12(1) UWG (Act on Unfair Competition). If the collaboration ends, the Customer is required to return all documents provided or (if sent electronically) to destroy all documents in full, and to confirm in writing to Maistapack that this has been done.

XII) Miscellaneous

1. The place of performance for deliveries and payments shall be Maistapack's site (Burgkirchnerweg 13, A-4540 Bad Hall, Austria)
2. Austrian law shall apply here, subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods
3. The local court competent for such cases for 4540 Bad Hall, Austria, shall be convened in the event of any disputes.
4. Should a provision of these GTCB be invalid, the validity of the remaining provisions in these GTCB shall be unaffected.