

1. Scope

1.1 These General Terms and Conditions of Sale ("GTC") shall apply to all deliveries to our customer, provided that the customer is an entrepreneur. These GTC shall apply exclusively. Any general terms and conditions of the customer which contradict, supplement or deviate from these GTC shall become part of the contract only to the extent that we have explicitly approved their application.

1.2 For any customer-specific packaging of goods, a separate packaging agreement is required.

2. Conclusion of contract

2.1. Our offers are subject to change and not binding.

2.2. The ordering of goods by the customer shall be considered a binding offer to contract.

2.3 We are entitled to accept such offer to contract within two (2) weeks after we have received it. The contract will be formed only upon our written order confirmation or, in the absence of such confirmation, by delivery of the goods.

3. Delivery and passing of risk

3.1. Delivery of the goods will be made EX WORKS Incoterms 2010 our warehouse agreed for delivery from time to time. If the warehouse was not specified, we will deliver EX WORKS Incoterms 2010, Kobernausserwaldstraße 25, A-5212 Schneegattern, Austria.

3.2. If so requested by our customer, our goods will be shipped to a different destination. Save where otherwise agreed, we are entitled to determine the kind of shipment (in particular forwarding agency, shipment route, packaging) ourselves. Our goods will be shipped at our customer's expense.

3.3. If the goods are shipped to the customer at the customer's request, the risk shall pass to the customer on the goods' surrender to the person designated to carry out shipment. The customer will in particular bear the risk of breakage of our goods during shipment.

3.4. We will take out a transport insurance policy only if specifically so instructed by the customer in writing and for the account and at the expense of the customer.

3.5. We are entitled to make delivery by instalments to the extent reasonably acceptable.

3.6. If the goods are delivered on Euro pallets, our customer is obliged to ensure the documentation required to clear Euro pallets through pallet accounts and to submit such documentation to us on request.

4. Delivery period; default of delivery or acceptance

4.1. Delivery periods stated are not binding, save where they have been expressly acknowledged as being binding in our order confirmation. Delivery periods for goods which are not listed in our price books applicable from time to time ("Special Orders") always require specific and explicit agreement.

4.2. A binding delivery period starts to run on conclusion of the contract and shall be deemed to be observed if our goods are ready for collection by our customer or for shipment by expiry of the binding delivery period.

4.3. If we are unable to meet binding delivery periods due to the failure of an upstream supplier to supply us with the correct goods or to supply us in time for which are not responsible, we will inform the customer accordingly without undue delay and, at the same time, communicate the expected new delivery date. If delivery is not available even by such new delivery date, each party shall be entitled to rescind the contract – to the extent it refers to non-deliverable goods. We will refund the payments which our customer has already made with regard to the non-deliverable goods. The customer can rescind the entire contract only if the customer is not interested in partial performance.

5. Purchase for export

If our customer purchases goods for export, the customer shall assume sole responsibility for proper customs clearance. The customer shall provide proof, in appropriate form, of customs clearance if we so request.

6. Prices

6.1. Our prices are for delivery EX Works without packaging for shipment. Our prices are exclusive of statutory VAT. If VAT is payable, it will be stated separately in our invoice.

In the absence of a specific agreement, packaging for shipment will be chosen by us. Our customer will be invoiced for cases, Collico containers, boxes, etc. The packaging for shipment will be charged at cost price. Where VAT is payable for the provision of packaging for shipment, it will be stated separately in our invoice.

6.2 If the goods are shipped to the customer at the customer's request, the customer will also be invoiced for the costs in this regard. (cf. section 3.2)

7. Value Packs

7.1 Packages containing complimentary goods ("Value Packs") may not be unpacked by the customer and the products contained therein may not be sold individually.

7.2 Preferential conditions on which the customer may purchase Value Packs must be passed on to the end customer at least in the same amount within the legally permissible limits.

8. IP rights and infringement of third party IP rights

8.1. The customer is entitled to use the trademarks affixed by us to the goods or their packaging or other industrial property rights to identify the unchanged and originally packaged goods. The customer acquires no rights to the trademarks or other industrial property rights thereby. The customer undertakes to refrain from any use beyond that. Any use of the trademarks, names, logos, photos, videos, or company symbols belonging to us or to Tiroler Glashütte in publications, electronic advertising (Internet), on social media pages or forms is – without exceptions – permitted only after our written consent. The customer also undertakes not to use any signs which are likely to be confused with or similar to the above, or to obtain protection for such signs in any form whatsoever. Documents such as catalogues, brochures, images, photos, videos and the like – as well as samples and designs – remain our intellectual property, or the intellectual property of Tiroler Glashütte, at all times, protected under the relevant provisions of law regarding duplication, imitation, competition, etc. The customer undertakes not to make such documents and materials available to any third party in whole or in part without our prior consent, or to use them for any purpose other than the purpose for which such documents or materials have been provided to the customer. In case no orders are placed, any and all documents and materials shall be returned to us at the expense of the customer.

8.2 The customer shall indemnify us against any third party claims which are asserted against us for an infringement of IP rights and which are based on customer requirements, and to refund any and all necessary expenses for our legal defence upon presentation of proof.

9. Rights in case of defects

9.1. As regards inspection and notification requirements, Sec. 377 of the German Commercial Code (*Handelsgesetzbuch –HGB*) shall apply, provided that patent defects shall be notified within ten (10) working days of receipt of our goods. Latent defects shall be notified without undue delay after discovery.

9.2 Before delivering the packed goods, we will perform random testing in accordance with DIN ISO 2859. The admissible quality limit in such testing, *i.e.* the upper limit for an acceptable average quality (AQL: Acceptable Quality Limit) is an AQL of up to 4.0.

9.3 The customer is aware of the fact that, for technical and material-related reasons, there may be minor deviations customary in the industry – in particular with regard to size, weight, ovalicity and/or the vertical axis as per the applicable technical drawings – among the individual items of the same series in the production of glass products which are outside our sphere of influence. Such minor deviations do not therefore constitute defects.

9.4 Due to uncertainties customary in the industry, it may happen during the production process that quantities are lower or higher than the agreed delivery quantities. Deviations of up to +/- 10 per cent are admissible in the delivery quantity. The quantity payable shall always be the quantity actually delivered.

9.5. If goods delivered are defective, we can first elect whether we prefer to make subsequent performance by remedying the defect (repair) or by supplying goods free of defects (substitute delivery).

9.6. If we elect repair, the customer shall grant us the time and opportunity required to complete the subsequent performance owed, in particular by surrendering the goods complained about for inspection. If we elect substitute delivery, the customer shall return the defective goods to us.

9.7. We will bear the expenses required for inspection and subsequent performance, including costs of transport, travel, labour, and materials, provided that a defect actually exists. If the customer's demand for remedy of a defect proves to be unjustified, we may demand from the customer a refund of expenses caused thereby.

9.8. The rights relating to defects do not exist in case of damage arising as a result of our customer not observing our, or a manufacturer's, product instructions and/or recommendations and/or instructions for processing and use or generally accepted good engineering practice.

9.9. Rights to damages or refund of futile expenses of the customer only exist as provided by section 10 of these GTC and are otherwise excluded.

10. Limitations of liability

10.1. Where liability for damages is subject to fault, our liability for damages – irrespective of the legal ground – shall in each case be limited in accordance with this section 10.

10.2. Subject to section 10.3 below, we shall not be liable if and to the extent that product instructions and recommendations, in particular instructions for processing and use, are not observed by the customer, unless the customer furnishes proof that the damage would have occurred even if the product instructions and recommendations had been observed.

10.4. We will be liable to the customer without limitation for any damage caused intentionally or by gross negligence. In addition we will also be liable for simple negligence, but only

a) without limitation for damage resulting from injury to life, body and/or health;

b) for damage arising from a violation of a material contractual duty, or from a violation of a duty the performance of which is vital for the proper performance of the contract, and on the performance of which the customer may usually rely. In that case, however, our liability shall be limited to the foreseeable and typical damage. Our statutory liability under the mandatory provisions of the German Product Liability Act (*Produkthaftungsgesetz*) shall not be limited by this subsection.

10.5. In all other respects, our liability is excluded.

11. Return of goods

Any return of goods, which is not due to rights resulting from defects – requires our explicit consent. Such returns may not involve Special Orders, refined, engraved or otherwise personalised goods. The goods must be of the current collection, and in a condition as good as new and allowing resale; a return will be accepted only if the goods are in their original packaging and in the original and unopened shipment unit/master pack. Returns must be made within 30 days of receipt of our consent to the warehouse referred to in section 3.1. Return shipment will be at the customer's risk and expense. For goods returned as agreed, the invoice value of the purchase price at the time of sale will be credited, less a processing fee of 15%.

12. Reservation of title

12.1. We reserve the title to the goods sold ("**Reserved Goods**") until full settlement of all our present and future receivables and claims under the purchase contract and a current business relationship (including any balance claims from current account). The customer is obliged to treat the Reserved Goods with care. The customer is obliged to properly store the Reserved Goods and to take out an insurance policy for the Reserved Goods at the customer's expense to cover theft, flood, fire, water, transport and other damage.

12.2. The customer may sell Reserved Goods in the ordinary course of business, provided that the customer is not in default of payment. The customer may not, in particular, transfer or pledge the Reserved Goods by way of security.

12.3. The customer is entitled to remodel or process the Reserved Goods in the ordinary course of business. Remodelling or processing will always be on our behalf. If the Reserved Goods are processed with other items which are not our property, we acquire joint ownership in the new product in the proportion of the invoice values of the Reserved Goods (invoice amount with VAT) and the other items processed at the time of processing.

12.4. The customer hereby assigns to us its claims against its own customers resulting from the sale of the Reserved Goods as well as such claims with regard to the Reserved Goods which may arise against its own customers or third parties for other legal grounds, including any and all balance claims from current account. We hereby accept the assignment. Where we have only acquired joint ownership in a new product under section 12.3, the customer is required to assign such claim only in part, namely in the proportion of the value of the Reserved Goods to the value of the new product.

12.5. The customer is, in addition to us, authorized to collect the claim assigned to us. However, we shall not assert the claim ourselves or revoke the authorization to collect as long as the customer properly meets its payment obligations. The customer may not assign the claim to have it collected by means of factoring, either, unless the customer imposes an irrevocable obligation upon the factor to effect the payment of consideration directly to us for as long as we have claims existing against the customer.

12.6. The customer is obliged to notify us of any third party access to Reserved Goods without undue delay, and to support us in enforcing our property rights. If we so request, the customer shall disclose to us the claims assigned and their debtors and inform the debtor of the assignment. The customer shall at its expense provide us with all necessary information in this context and supply the relevant documents.

12.7. If the customer breaches the contract – in particular if the customer is in default with any payment – we are entitled to withdraw the

Reserved Goods after fixing a reasonable period for the customer to perform. The transport costs arising for such withdrawal shall be borne by the customer. If we withdraw Reserved Goods, such withdrawal shall constitute a rescission from the contract. We have the right to exploit any Reserved Goods withdrawn. The proceeds from such exploitation will be set off against any amounts which the customer owes us, after deduction of a reasonable amount for the costs of such exploitation.

12.8. If the value of the claims assigned or other security exceeds our claims to be secured by more than 10% in total, the security will be released to that extent.

13. Terms of payment

13.1. Our invoices are payable in euros. Where no special payment terms apply to certain delivery regions or purchasers pursuant to the price list as applicable from time to time, our invoices are payable (a) within 10 calendar days of the date of the invoice, less discount of 2%; or

(b) in case of payment by means of direct debit less discount of 3%; (c) within 30 calendar days of the date of the invoice, without any deduction.

However, discount deductions are only admissible if any and all invoices due have been settled by the customer.

13.2 Each delivery by instalment shall be deemed an independent transaction for billing and payment purposes. Whether payment has been received within the periods indicated above depends on the date of receipt of such payment in our account.

13.3 For Special Orders, an advance payment of 50% is required. Special Orders can be combined with other orders to reach minimum order quantities, if applicable. Special Orders will be accepted only for complete order units.

13.4. In case of payment in any freely convertible currency other than EURO, the customer shall bear the exchange rate risk, unless otherwise agreed or evident from the price list applicable from time to time. Any bank charges shall be borne by the customer.

13.5. From the date of default, default interest of nine (9) percentage points above the base rate per annum will be charged.

13.6. If the customer is in default with regard to any payment of more than EUR 2,000 for more than 60 days, any further delivery to the customer, including deliveries based on new orders accepted in the meantime, will be suspended until settlement of the outstanding amount.

14. Creditworthiness

If, after the conclusion of the contract, we become aware of any circumstances which result in the customer's creditworthiness appearing questionable with lasting effect, we can, at our election, demand advance payment or provision of security or make delivery only against cash on delivery.

15. Setoff and assignment

15.1 The customer can only set off against our claims for payment of the purchase price where its claim proposed for setoff has been legally established by final judgement or is undisputed.

15.2 We are entitled to assign our claims against the customer to a factor company for financing purposes.

16. Choice of law and jurisdiction

16.1. These GTC and the contractual relations with the customer shall be governed by German law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2. The Regional Court of Munich II (*Landgericht München II*), Germany, shall have exclusive jurisdiction. However, we are free to sue at the customer's registered office. Any overriding statutory provisions, in particular on exclusive jurisdiction, shall not be affected.