



# General Terms and Conditions

## 1. Scope of the General Terms and Conditions

- 1.1. The following Terms and Conditions apply to all offers and orders, which Zaltech International GmbH, hereafter referred to as ZALTECH, receives or makes unless agreed differently in writing.
- 1.2. We contradict business- and purchase-conditions of the customer expressly. Counter confirmations received from the buyer and any reference to buyer's own general purchasing conditions are here explicitly opposed.

## 2. Quotations

- 2.1. Our offers are submitted without obligation, subject to prior sale.
- 2.2. Orders, together with verbal agreements of whatsoever nature, will not be deemed accepted until we in writing and in legally binding form have confirmed them.
- 2.3. The indication of an „approximate“ volume shall entitle us to exceed/fall short of the agreed volume by up to 10% and invoice accordingly. Normal weight loss during transportation is not considered a defect; dispatch weight is always definitive for invoicing.
- 2.4. Samples and models, unless otherwise agreed, serve only as an approximation of quality, dimensions, weights and colours

## 3. Prices

- 3.1. Our quoted prices are ex-work (if not indicated otherwise) including packaging.
- 3.2. Packaging material (pallet cage, container or other transport packaging) that has been lent out or is replaceable remain the property of ZALTECH and must be returned or replaced within a reasonable period. If these are not returned within a reasonable period ZALTECH will charge the buyer the acquisition cost for each packaging unit (pallet, container, ....)
- 3.3. Prices shall be deemed to be fixed prices in the stated currency without sales tax.

## 4. Terms of payment

- 4.1. The invoice amounts are due within 30 days as of the date of invoice without any deduction except as otherwise provided in the order confirmation by ZALTECH. The invoice is deemed accepted no later than 30 days after the invoice date.
- 4.2. All payments shall be made free of charges and without deductions and the buyer shall be responsible for the payment of transfer, cheque and bill of exchange charges as well as all other deductions.
- 4.3. A right to refuse performance on the part of the contractual partner is excluded in business transactions with business persons. Offsetting by the buyer is only permitted if

and to the extent that a counter-claim by ZALTECH has been explicitly stated in writing as uncontested or has been legally confirmed.

- 4.4. In case of a delay in payment ZALTECH shall be entitled to demand bank default interest of 10% p.a. in each case.

## **5. Deliverytime and Delivery**

- 5.1 ZALTECH is entitled to make partial deliveries unless contrary is expressly agreed. Each partial delivery will be deemed a separate transaction and can be invoiced separately by ZALTECH. In spice- and functional-blending production delivery of up to 10% increase or decrease is admissible.
- 5.2 Should ZALTECH be in default with a delivery, the buyer has to set a reasonable extension of time. After expiration of the deadline the buyer can withdraw from the contract. Further compensation for damages is excluded.
- 5.3 Events of force majeure as well as other unforeseeable events, in particular strikes, lockouts, defective machines, stoppage of work, crop failure, releases ZALTECH from obligations for certain delivery times and deliveries. In this case ZALTECH reserves the right to withdraw from a purchase-contract, to decrease the contractually warranted quantity and/or the qualitative selection or delay the delivery for the duration of the disruption.
- 5.4 Delivery shall be made ex-works. The risk is transferred to the buyer upon handing over the goods to the carrier or freight forwarder, at the latest however upon leaving the warehouse. If the forwarding is delayed on the buyer demand and not the responsibility of ZALTECH, the goods shall be stored on the buyer's full risk and account with transfer of the written notice of readiness for shipment.
- 5.5 ZALTECH shall not provide warranty for transport or the choice of associated persons.

## **6. Warranty and Notice of Defects**

- 6.1. ZALTECH guarantees that the condition of the goods shall be as agreed when they are handed over to the person responsible for transportation.
- 6.2. Warranty claims must be lodged in written form within a period of 5 days after receipt of the consignment at place of destination by the buyer. Blends which are produced on customer's specification or goods that are passed on as delivered on buyer request are excluded from any warranty.
- 6.3. Reprimands are only taken into account if the ware is still in the condition of delivery. Commercially loss may not be subject to complaint. Hidden defects can only be taken into account within a reasonable timeframe based on the nature of the goods and must be reported to ZALTECH immediately after discovery.

## **7. Liability and Compensation**

- 7.1. ZALTECH shall only be liable for damages in so far as such as liability is provided for essential law, and then only for damages that have occurred in spite of adequate incoming, intermediate and outgoing inspections being performed by the purchaser.
- 7.2. ZALTECH shall not be liable for loss of profits, anticipated savings that did not materialize, damages, resulting from third party claims against the Purchaser or indirect damages or consequential loss, provided the product liability law does not stipulate any mandatory regulations to the contrary.
- 7.3. Given that the liability of ZALTECH is ruled out or restricted, then this limitation also holds good for liability with actions of vicarious agents and employees of ZALTECH.

## **8. Retention of title**

- 8.1. ZALTECH reserves the right to retain title to the delivered products (retained goods) until complete payment of the purchase price or until any checks and/or bills of exchange handed over have been honored.
- 8.2. If the retained goods get processed into a new movable item, it does without any obligation increasing for ZALTECH. The new item becomes property of ZALTECH. If processed in connection with non ZALTECH owned goods, ZALTECH becomes co-owner of the new item in ratio of the value of the retained goods to the other good at the time of processing.
- 8.3. The buyer shall be entitled to sell the goods in its proper commercial operations. However, he immediately relinquishes all claims (including legal value-added tax) towards his buyer or third parties from the sale of a delivery item remaining in ZALTECH ownership to ZALTECH. The buyer shall be obliged to designate his commercial customer to ZALTECH upon request.
- 8.4. The buyer is under obligation to inform ZALTECH immediately as to whether third parties have access to the goods delivered subject to the reservation of ownership.

## **9. Industrial property rights and copyright**

- 9.1. In a copyright sense, all graphics and other works originating from ZALTECH, in particular prints designed by ZALTECH are the property of ZALTECH.

## **10. Place of Performance and jurisdiction**

- 10.1. Place of performance is Ried i.I. for both parties.
- 10.2. The place of jurisdiction – including terms of actions to assert claims concerning payments of checks or bills of exchange – is Ried i.I.

## **11. Final Provisions**

- 11.1. The delivered packagings from ZALTECH are obtained by ARA Altstoff Recycling Austria AG under licence no.12904.
- 11.2. In all cases only Austrian law shall apply to the exclusion of foreign law.
- 11.3. ZALTECH will not accept any responsibility if export takes place of ZALTECH goods by buyer in areas outside the Republic of Austria if protected rights of third parties are violated by ZALTECH products.
- 11.4. If these provisions are partially invalid or contain loopholes this shall not affect the validity of the remaining provisions.