

Terms & Conditions

1. Lang Werbeartikel GmbH & Co KG

1.1 These Terms and Conditions apply to all offers issued by and on behalf of Lang Werbeartikel GmbH & Co KG, having its office and maintaining business premises at Bergheim, Austria ("LANG") and all agreements to be concluded between LANG and another party ("the Buyer"), serving to allow LANG to provide products and services ("the Delivery"), and to the juristic acts underlying such agreements.

1.2 Any terms and conditions used by the Buyer do not apply. These are expressly rejected.

2. Creation of the Agreement

2.1 Oral offers and undertakings will bind LANG only after and to the extent that LANG has confirmed such in writing. Any and all offers issued by LANG will be without obligation, unless expressly stated otherwise in writing. In the event that the Buyer has sent LANG a statement containing an offer or acceptance electronically, an agreement will be deemed to have been brought about in the event that LANG has confirmed the Buyer's statement electronically.

3. Prices

3.1 Prices are based on the type and scope of the Delivery, as stated in LANG's price lists ("Price Lists"). Prices are Ex Works (Incoterms 2010) and exclusive of VAT.

3.2 LANG has the right to change the agreed-upon prices after conclusion of the agreement or prior to delivery in the event of any increases in the prices of cost-price factors, such as fluctuations in exchange rates, raw materials and/or wage costs, or, in case of any Government measures, when such situations have occurred after the agreement was brought about, but prior to delivery.

4. Delivery

4.1 Unless expressly agreed otherwise in writing, delivery will be effected Ex Works LANG (Incoterms 2010). Notwithstanding the provisions laid down in Article 3, a surcharge will be charged for the delivery of small quantities of Products, which deliveries of small quantities and surcharges have been specified in the Price Lists.

4.2 The Buyer is required to accept the Delivery when it is delivered to it and to provide LANG with ample opportunity to do so and render its co-operation to LANG in this respect.

4.3 In the event that the Buyer refuses to take delivery or fails to provide information or instructions, or otherwise fails to render the co-operation required to take delivery of the Delivery, LANG will be entitled to take any and all measures deemed desirable by LANG in this respect (such as storage with third parties) for

the Buyer's account and risk, without prejudice to LANG's right to claim the purchase price or stipulated fee, or to deliver to a third party. The additional costs and/or any damage arising for LANG in this case may be recovered from the Buyer.

4.4 Any delivery dates or other terms stated by LANG are only an indication and shall not be considered deadlines. If the Delivery is not provided on time, regardless of whether LANG has so notified the Buyer ahead of time, LANG must be declared to be in default and be granted a term which, according to it, is reasonable to fulfil its obligations. Should LANG fail to comply with the extended term, the Buyer will be authorised to dissolve the agreement only if no Delivery has taken place. LANG will not at any time be liable for any consequential damage, including but not limited to the loss of profits and/or incidental damage, as a consequence of delays.

4.5 LANG may execute any placed orders in parts. In the event that orders are executed in parts, LANG will be entitled to invoice each part separately.

4.6 LANG will be entitled to charge the costs of any packaging separately. Packaging will not be taken back. Should LANG be required to take back packaging on the grounds of laws and/or regulations, the costs associated with taking back or processing such packaging will be borne by the Buyer.

5. Print Products

5.1 In the event that LANG receives orders for products to be printed for the Buyer ("Print Products"), the Buyer will be obliged to supply directly reproducible material of a quality that is, in LANG's reasonable opinion, good.

5.2 LANG will be required to submit a proof of Print Products ("Proof") prior to producing such Products only in the event and to the extent that such has expressly been agreed upon in writing upon the conclusion of the agreement. In such cases, LANG will be required to send the Buyer a Proof for approval. The Buyer will be required to notify LANG of its approval or disapproval within 24 hours of receipt of the Proof.

5.3 Minor departures of the Print Products from the Proof, including but not limited to shades, logos and/or dimensions, will not qualify as a defect on the part of LANG.

5.4 If a delivery period was agreed between LANG and the Buyer, this period will be extended with the period between the request of the Buyer to produce a Proof, and the time that the Proof was approved by the Buyer. A Proof will be deemed to have been approved by the Buyer in the event that the Buyer has not stated its disapproval within five working days of receipt of the Proof.

5.5 Any and all costs in connection with the work to be carried out by LANG for the Print Products will be invoiced separately to the Buyer, unless expressly agreed otherwise in writing.

5.6 LANG will be entitled to deliver to the Buyer 5% more or less of the number of Print Products stated by the Buyer in the order and to invoice such to the Buyer.

6. Textile Products

6.1 In the event that LANG receives orders for textile products whose colour, type and size, among other things, are determined by the Buyer ("Textile Products"), the Buyer may order a sample ("Sample") of such Products. The ordering of a Sample must be expressly agreed upon by the Buyer and LANG in writing before or upon the conclusion of the agreement. The Buyer will be required to notify LANG of its approval or disapproval within 24 hours of receipt of the Sample.

6.2 Minor departures of the Textile Products from the Sample, including but not limited to colour, size and/or logos, will not qualify as a defect on the part of LANG.

6.3 A Sample will be deemed to have been approved by the Buyer in the event that the Buyer has not stated its disapproval within five working days of receipt of the Sample.

6.4 Notwithstanding the provisions laid down in Article 11, any and all possible claims to the effect that the Products delivered to the Buyer do not conform to the agreement will lapse in case the Buyer ordered a Sample and approved it in accordance with Articles 6.2 and 6.3.

6.5 Any and all costs in connection with the work to be carried out by LANG for the Textile Products will be invoiced separately to the Buyer, unless expressly agreed otherwise in writing.

7. Payment

7.1 The Buyer shall make payment within 30 days of the date of the invoice. The Buyer shall not be entitled to deduction, suspension or settlement.

7.2 Without prejudice to the rights accruing to LANG as ensuing from the law or agreement, the Buyer will be in default and all of LANG's claims will be immediately payable in the event that the Buyer has failed to pay any amount owed within the payment term stipulated in Article 7.1. In that event, LANG will also be entitled to interest at the statutory rate (as applicable to trade agreements), plus two per cent, on the outstanding amount until the moment of full payment.

7.3 Should the Buyer not have made a well-founded comment on the amount of the invoice in writing within seven days after the date of the invoice, it will be deemed to have approved such amount.

7.4 If the Buyer fails to make timely payment, any and all reasonable (collection) costs to seek satisfaction out of court, including, in any case, the costs of debt-collection agencies, bailiffs and lawyers, amounting to at least 15% of the total amount owed, with a minimum of EUR 500, exclusive of VAT, will be borne by the Buyer. This without prejudice to the other rights accruing to LANG under the law or these General Terms and Conditions.

7.5 The Buyer will be obliged to pay any and all costs incurred by LANG as related to legal proceedings in which judgment was fully or to a considerable extent rendered against the Buyer. Such costs will in any case include the costs of

external experts, bailiffs and lawyers and such.

8. Conformity

8.1 In terms of weight, size, number, colour, concentration, composition, specific gravity, the Delivery may depart 5% from that which has been agreed upon.

8.2 Samples and models will be provided to serve as indications only. The Buyer cannot derive any rights from illustrations in LANG's catalogues and/or other advertising or promotional material.

9. Permits, etc.

9.1 The Buyer will bear responsibility at its own expense and risk for obtaining, on time and in the proper form, all permits, concessions, licences and/or permissions, etc., as required for delivery by LANG of the Delivery and otherwise for the fulfilment by LANG of its obligations.

10. Retention of Title

10.1 The title to the Delivery will be transferred to the Buyer after full payment has been received. The risk of the Delivery is transferred at the moment of the Delivery.

10.2 As long as title to the Delivery has not passed to the Buyer, the Buyer may not pledge the Products or grant any third party any right in their respect.

10.3 The Buyer will be obliged to store the Products delivered subject to the retention of title carefully and as LANG's recognisable property. It will also be obliged to insure such Products adequately. The Buyer shall pledge any of its claims on the basis of this insurance to LANG on LANG's first demand, as additional security for LANG's claims in respect of the Buyer.

10.4 In the event that the Buyer fails to fulfil any obligation in respect of LANG or gives LANG good grounds to fear that it may fail to fulfil such obligations in the future, LANG will be authorised to repossess the Products delivered subject to the retention of title, without prejudice to its right to claim further damages. The Buyer undertakes to co-operate. Any and all costs related to the repossession will be borne by the Buyer.

11. Complaints

11.1 Upon delivery, the Buyer must check if the Delivery complies with the agreement. In the event that any defects and/or shortages are noted, the Buyer shall promptly inform LANG thereof in writing, stating good reasons. The Buyer must notify LANG of any invisible defects within two days of their discovery and in any case within two days of the moment at which the Buyer should, in reasonableness, have discovered such.

11.2 Having filed the complaint referred to above with LANG, the Buyer will be required to render any and all co-operation to LANG in investigating whether the complaint is sound. In the event that the Buyer's complaint turns out to be

unfounded, the costs of the investigation will be borne by the Buyer.

11.3 In the event that LANG establishes that a defect or shortage is concerned of which it was notified by the Buyer on time, LANG will exclusively be required, at its option, to replace the defective Products, to deliver the missing Products, or to credit or pay back, in whole or in part, the amount charged in connection with the defective item. Should LANG decide to refund - part of - the purchase price, the Buyer will first have to return the defective Products to LANG.

11.4 The Buyer will not in any case be able to assert a claim against LANG in the event that the Products have, upon delivery, in whole or in part, been consumed, treated or processed, or merged with other Products.

11.5 Any right to dissolve the agreement will lapse: a) if notification is not effected on time, in accordance with Article 11.1 or b) 12 months after delivery (6 months in case of products without an electronic component).

12. Force Majeure

12.1 In the event that the Delivery is not possible in whole or in part due to force majeure, LANG will be entitled to suspend the Delivery. If this period lasts or is expected to last more than three months, LANG will be authorised to suspend or dissolve the agreement without there being an obligation to pay damages in that event.

12.2 "Force majeure" on the part of LANG is in any case, but not exclusively, defined as all circumstances as a consequence of which compliance with the agreement can no longer in reasonableness be required of LANG, which circumstances will in any case include transport problems, any default, in whole or in part, of LANG's suppliers, any default, in whole or in part, of third parties engaged by LANG to execute the agreement, restrictive Government measures, including the failure to obtain a required permit, of any nature whatsoever, a breakdown or interruption of the functioning of any public utility company, a breakdown, interruption or termination of the supply of raw materials, semi-finished products and/or end-products, as well as any circumstance that LANG could not in reasonableness have foreseen and which LANG cannot influence.

13. Liability

13.1 LANG is only liable for damage that is attributable to intention or gross negligence on its part, or that is covered by Article 11.3.

13.2 LANG is not liable for any consequential damage or the loss of profits of the Buyer.

13.3 The Buyer shall fully indemnify LANG in respect of any and all claims related to any Products delivered or Services provided to the Buyer asserted by third parties against LANG on any basis whatsoever.

14. Provision of Services

14.1 In the event that LANG is to provide Services in connection with the

agreement, it shall exercise the diligence of a prudent contractor. However, LANG will not at any time guarantee the result of the Services to be provided.

14.2 If a - timely filed - complaint in connection with the Services provided or to be provided is justified, LANG will only be required, at its option, to repair the defect, to provide the Service again, or to credit the amount charged in connection with the Service in whole or in part, in its reasonable opinion, or pay such back in whole or in part.

14.3 Any and all claims in connection with any Services provided will lapse five working days, at the latest, after the Services in question were provided or should have been provided, or as much earlier as ensues from the agreement.

14.4 The provisions laid down in Article 13 will apply equally to any liability in connection with the Services to be provided by LANG or in connection with any Services already provided by it. Within this framework, the reference in Article 13.1 to Article 11.3 is to be considered a reference to Article 14.2.

15. Intellectual Property Rights

15.1 LANG declares that, to the extent that it can reasonably know, the Delivery does not infringe the intellectual property rights of third parties. The intellectual property rights and copyrights in all software, drawings, specifications, know-how and other information (in the broadest meaning of the words) provided by or on behalf of LANG rest with LANG. The Buyer may not copy any such software, drawings, specifications, know-how and other information of LANG without LANG's written permission. The Buyer shall observe strict confidentiality with respect to all of the information and know-how received from LANG and the Buyer may not disclose any such information and know-how to third parties without LANG's prior written permission. Neither may the Buyer use such information and know-how in cases other than those expressly provided for in writing pursuant to an agreement to which these General Terms and Conditions apply.

15.2 The Buyer may not copy any drawings, software, stereotypes, templates, tools, etc., even if these were manufactured in collaboration with or for the account of the Buyer, and the goods produced with these, without LANG's prior written permission, or use such in a way other than expressly provided for in writing pursuant to an agreement to which these General Terms and Conditions apply. Any templates and/or tools, etc., will remain the property of LANG, even if these were manufactured pursuant to an order placed by the Buyer and/or the manufacturing costs were charged to the Buyer. In the event that any intellectual property rights arise and/or may be created in executing an agreement to which these General Terms and Conditions apply, any such rights will accrue to LANG and will be transferred to LANG by the Buyer to the extent necessary.

15.3 The Buyer shall indemnify LANG against any and all claims of third parties as ensuing from the infringement of an intellectual property right with respect to the manufacture, delivery or use of a Product or Service made or provided as per

the Buyer's specifications. Such indemnification will also apply if LANG is to change an existing item or work on the Buyer's instructions.

16. Recall

16.1 The Buyer guarantees that it will render any and all co-operation to LANG should LANG decide, for any reason, to remove any Deliveries sold from the market or communicate warnings to buyers and/or end-users in connection with Deliveries ("Recall").

16.2 On LANG's first demand, the Buyer shall sell and deliver back to LANG any and all delivered Products it has in stock in exchange for compensation of the price charged to the Buyer if LANG so decides within the framework of a Recall.

16.3 The Buyer shall provide LANG with any and all information on time, in order to enable LANG to notify buyers and/or end-users of a Recall on time.

16.4 The Buyer shall organise its business operations in such a way that the information referred to in the preceding paragraphs can be provided. The provisions laid down in Directive 2001/95/EC on General Product Safety will be taken as a basis in this respect.

17. Suspension and Dissolution

17.1 Without prejudice to LANG's rights on the grounds of the law, in the event that the Buyer fails to fulfil one of its obligations in respect of LANG or LANG fears that the Buyer may not fulfil its obligations in the future and the Buyer is unable to provide adequate security for the fulfilment of its obligations on LANG's first demand, LANG will have the right to suspend the - further - execution of the agreement or agreements concluded with the Buyer, or to dissolve any such agreement or agreements in whole or in part. Such rights and powers will in any case also accrue to LANG in one or more of the following events: The Buyer changes its business structure, control within the Buyer's business is changed, the Buyer's goods are attached, the Buyer applies for a suspension of payments, it is declared bankrupt or otherwise loses the free disposal of its assets, it winds up its business, dies or, if the Buyer is a company, is dissolved. Any right of the Buyer to suspend will be excluded.

18. Applicable Law and Disputes

18.1 Austrian law will apply to all agreements between LANG and the Buyer. The applicability of the United Nations Convention on Contracts for the International