

# TERMS OF SALE AND DELIVERY

## Get The Best – promotion drinks gmbh

### 1. THE VALIDITY OF THE CONDITIONS

The following general terms and conditions shall exclusively apply to all transactions that are concluded with us. These terms and conditions shall be deemed as accepted no later than when the order has been signed.

Terms and conditions with different wording shall only oblige us if they have been recognised in writing.

### 2. OFFERS AND CONTRACT

Our offer shall be non-binding and subject to change without notice. Declarations of acceptance and all orders shall require a written confirmation or a confirmation by telex to be legally valid.

### 3. PRICES AND DELIVERY

The prices specified in the order shall be definitive plus the statutory value-added tax. These prices are free ex works A-2000 Stockerau, whereby the tins are prepared for transportation packaged in handy trays à 24 pieces and on palettes.

Up to ten percent more or less of the production quantity may be delivered for reasons of production.

With reference to the delivery, it is necessary to have a separate written agreement on the order. The freight costs for the type of shipping desired by the buyer or agreed upon with him shall be at his account.

### 4. DELIVERY PERIOD

Delivery deadlines and delivery periods shall be binding if they have been confirmed in writing in the sales order.

The delivery periods shall be appropriately extended under the following conditions

- a) if the customer provides the drafts of labels and if the patterns arrive either incomplete or not on the date agreed upon or
- b) if GTB designs them and the drafts or correction proofs have not been confirmed on schedule by the buyer.

Modifications that deviate from the sales order shall put a new delivery date into force when the modification has been confirmed.

If there are delays in performance due to force majeure as well as events that render production significantly more difficult or impossible, we shall not be responsible for the binding periods and deadlines agreed upon. They shall entitle us to postpone the deliveries by the duration of the obstruction by an appropriate period of time or to withdraw from the contract to the extent it has not yet been fulfilled. Claims to compensation for damage of any type with reference to this shall be excluded.

### 5. COPYRIGHT AND OTHER RIGHTS

The copyright and the right of reproduction of our own sketches, drafts, etc. shall remain the sole property of GTB. Materials and films required for manufacturing the product shall also remain our property even if they are proportionately charged separately. We shall charge the costs for sketches, drafts and reference patterns even if the sales order is not carried out.

The buyer shall revise ordered motifs, publications, drawings or logos himself with reference to copyrights or other rights. He shall release us from all claims to compensation for damage.

The buyer recognises the binding screens with reference to the prescribed references on the tin label.

### 6. LUMP SUM COMPENSATION FOR DAMAGE

If the contract is not carried out for reasons that the buyer is responsible for, we shall be entitled to the down payment amounting to 50 % of the value of the sales order as compensation. The buyer is at liberty to prove that he has incurred a slight disadvantage in individual cases. Beyond this, the buyer shall owe compensation for expenditures that have already been incurred.

### 7. WARRANTY AND RETURNING GOODS

The buyer shall check the goods delivered without delay after receipt. The delivery shall be deemed as approved if a notification of defects has not been pronounced within 7 days (within 3 days with fully qualified merchants). If the notification of defects can be proved, we shall be entitled to remedying the defect or making a substitute delivery at our choice. We shall only be liable for defects on the goods delivered after consequential harm caused by a defect has been excluded.

### 8. LIABILITY

Claims against us and our vicarious agents because of damages as a result of negligence that the buyer or a third party incur, especially those from a positive violation of the contract, from a fault at the conclusion of the contract and from unauthorised actions shall be excluded, no matter what the legal grounds. This exclusion shall also apply if employees doing work have caused damage by gross negligence.

### 9. RESERVATION OF OWNERSHIP

The goods delivered shall remain our property until complete payment has been made or until all of the demands that we are entitled towards the buyer from the business relations have been fulfilled. Demands from resale of the goods delivered shall already be assigned to GTB now. The buyer shall notify his customer of this assignment at our request and shall request him only to make payment to us. If the value of the security existing for us exceeds our demands by more than 50%, we shall be prepared to release an appropriate portion of our security interest upon the request of the buyer.

### 10. PASSING OF THE RISK

The risk shall be passed onto the purchaser as soon as the shipment has been handed over to the persons carrying out transportation or has left our warehouse for the purpose of shipping.

### 11. PAYMENT

A down payment of 50% of the value of the goods shall be deemed as agreed upon ordering. GTB reserves itself the right only to begin production after receipt of payment. The date of delivery may be postponed if there are any delays.

The remaining payment shall be settled after delivery or receipt of the invoice. If there is a delay in payment, we shall be entitled to charge 3 % interest above each discount rate of the National Bank as well as the expenses of reminding a debtor amounting to EURO 10,00 per letter requesting payment.

### 12. SETTING OFF AND RETENTION

The buyer may only set off against our claims or exercise a right of retention if his counter demand has been recognised by us in writing or has been declared to be final and conclusive. The buyer may not assign claims from this contract without our prior consent in writing.

### 13. PLACE OF PERFORMANCE AND VENUE

The place of performance for payments shall be the headquarters of the company Get The Best – promotion drinks gmbh, A-2231 Strasshof. The venue for all disputes resulting from this contractual relationship, in as much as it is legally permissible, shall be the Gänserndorf Local Court or the Korneuburg Regional Court.

### 14. THE VALIDITY OF THESE GENERAL STANDARD TERMS AND CONDITIONS

Should one of the provisions of these general terms and conditions be or become invalid, the validity of the other provisions or agreements shall be unaffected by this.