

GENERAL TERMS AND CONDITIONS OF PURCHASE
Hueck Folien Gesellschaft m.b.H.

1. Scope of Application. General

- 1.1 The general terms and conditions of purchase set forth below (hereinafter referred to as "**General Purchase Conditions**") shall apply to all orders (for goods and services) of Hueck Folien Gesellschaft m.b.H. (hereinafter referred to as "**Hueck**"), unless specifically stipulated otherwise in the purchase order. As long as they are not modified or amended, these General Purchase Conditions shall apply to all other purchase orders, even if no specific reference is made hereto anymore. The application of any kind of general conditions of business of the supplier, including any terms and conditions specified in the supplier's offer or order confirmation, shall in any case be excluded even if they are not at variance with these General Purchase Conditions and even if Hueck has not expressly objected thereto, except if Hueck has explicitly recognized them in writing. Any act in performance of a contractual obligation or silence on the part of Hueck shall not imply, or result in, the recognition of general business conditions of the supplier.
- 1.2 Where these General Purchase Conditions use the term "deliveries", the relevant provisions shall apply *mutatis mutandis* to services of the supplier.

2. Formation of Contract

- 2.1 Any and all offers submitted to Hueck shall be binding on the supplier for a term of at least four weeks as from receipt by Hueck.
- 2.2 In all its documents and in its correspondence, the supplier shall indicate the pertaining order number of Hueck. Notices, deliveries, invoices, etc. without such order number will be deemed not to have been received by Hueck as they cannot be handled properly.
- 2.3 Offers, cost estimates, drawings, plans and similar preliminary work made and performed for Hueck shall trigger neither a right to be awarded a contract nor a claim to compensation.
- 2.4 The deliveries offered to Hueck shall include in any case all the materials, equipment, ancillary work, technical documents required as well as any labor requirements necessary for the complete performance of the contract even if such items are not specifically mentioned in the contract.
- 2.5 Hueck is at any time entitled to correct manifest errors such as typos, errors in calculation and the like that may be discovered in purchase orders, any order confirmations and similar papers.
- 2.6 Purchase orders and call-forward notices as well as any modification and amendment thereof will be binding on Hueck only if they are executed by means of the corresponding order forms of Hueck or made by fax or e-mail. In any case, they shall be legally effective only if confirmed in writing.
- 2.7 Acceptance of the purchase order shall be confirmed to Hueck in writing without delay. Hueck reserves the right to revoke the purchase order given if it has not received the proper order confirmation within a reasonable period of time, but not later than two weeks after having placed the purchase order.
- 2.8 Hueck has the right to revoke the purchase order within seven work days if it does not agree to the contents of the order confirmation received.
- 2.9 The supplier acknowledges that any employees or third parties employed by Hueck are not authorized to make any promises, representations or commitments differing from the contractually agreed principal performance obligations (delivery agreements, representations as to quality or quantity, etc.).
- 2.10 To the extent this can be reasonably expected from the supplier, Hueck may request changes in the purchase order as regards the design, execution, etc. In so doing, the impact of any such request, in particular as regards cost increases or decreases as well as delivery dates, shall be taken into consideration adequately.
- 2.11 Prior to any change of an ordered product or of its manufacturing process, irrespective of whether or not its functionality is concerned, the supplier shall obtain the written approval of Hueck.

3. Prices

- 3.1 The prices are fixed-prices. Unless specifically agreed otherwise, the prices are deemed to include the cost of performance tests, material tests, quality checks, packaging, test certificates, acceptance reports,

documentation, transport, transport insurance, transport permits and licenses, customs duties, unloading, import duties as well as any and all other taxes and duties imposed on or payable by the supplier, except for the turnover tax. Unless specifically agreed otherwise in writing, the prices are quoted DDP address for shipments specified by Hueck, pursuant to the INCOTERMS 2000.

- 3.2 Any decrease in prices due to market fluctuations shall be passed on to Hueck in its entirety.
- 3.3 If the supplier grants a third party better prices or conditions for comparable deliveries, the contractual terms shall be adjusted correspondingly by granting a price reduction or issuance of a credit note.

4. Delivery Dates and Delivery Periods

- 4.1 Dates, periods and quantities agreed upon shall be binding. Unless otherwise agreed upon, the delivery period and/or the period allowed for performance shall commence on the order date. If the purchase order does not specify any delivery period, shipment shall be made within 14 days. The delivery date specified in the purchase order shall be the day when the consignment must arrive at the destination specified by Hueck. Shipments that include mounting/installation or assembly will be deemed to have been delivered in due time if the date of acceptance is within the allowed period; the same shall apply to services to be performed by the supplier. If delivery EXW pursuant to the INCOTERMS 2000 has been agreed, the supplier shall on its own initiative make the merchandise available in a timely manner, taking into consideration the usual time required for loading and transport, and notify the carrier authorized by Hueck thereof in due time so that the timely arrival of the merchandise at Hueck's is guaranteed.
- 4.2 Hueck will only take over the quantities or number of units ordered. Hueck is entitled to charge the supplier for the extra cost of deliveries which arrive prior to the agreed date or where the agreed quantities have not been observed (surplus or deficiency). In such cases, Hueck is entitled to refuse acceptance of the consignment, return the consignment at the risk and cost of the supplier, or store the consignment at the supplier's risk and cost. In either case, Hueck is entitled to pay for such deliveries according to the agreed delivery date.
- 4.3 Unless otherwise agreed upon in writing, the supplier shall not have the right to make part deliveries. Any extra cost resulting therefrom shall be borne by the supplier and the payment period shall in any case not begin prior to the agreed delivery date.

5. Re-scheduling of Delivery Date, Force Majeure and Cancellation

- 5.1 Hueck has the right to re-schedule the delivery date at any time, postponing it for up to three months, without the supplier being entitled to any extra costs in consideration thereof. Any liability of Hueck for exercising such right shall be excluded.
- 5.2 Force majeure shall mean any unforeseeable event coming from outside that cannot be averted by reasonable measures. Non-observance of deadlines by sub-suppliers or shipping enterprises or the failure/lack of success of any work or measures shall under no circumstances constitute an event of force majeure. The contracting party that wishes to invoke force majeure shall notify the other contracting party of, and prove, the relevant event in writing and without delay. In case of such proof, the event of force majeure shall release the affected contracting party from such contractual obligations that cannot be performed anymore due to the event of force majeure; such release shall be in force for the duration of the effects of the event of force majeure. The other contracting party shall be advised of the contractual obligations concerned in writing, indicating a plausible reason. If an event of force majeure hinders the timely performance of a contractual obligation or if an event of force majeure lasts for more than three months, Hueck may terminate the contract in writing with immediate effect. The termination of the contract shall take effect upon receipt of the notice of termination by the supplier.
- 5.3 Hueck reserves the right to terminate the contract, in full or in part, even without any fault on the supplier's part. In such a case, the supplier shall have the right to charge solely any goods supplied and work performed up to the date of the termination of the contract, with

proof of such supplies/work to be furnished to Hueck, but may not charge any lost profit. Any savings or benefits achieved or achievable by the supplier shall be taken into consideration. After having received notice of termination of the contract, the supplier is obligated to use its best efforts to minimize the costs.

6. Late Delivery, Penalty, Rescission of Contract

- 6.1 If it is to be seen already within the delivery period that the supplier cannot carry out the delivery by the contractually agreed date at all or not in proper form, Hueck shall be notified thereof without delay and informed of the reasons for the delay.
In such a case, Hueck is entitled - irrespective of any other rights due to it - to take any and all measures (including, without limitation, the physical measures normally incumbent on the carrier) in order to avert any delay in delivery. The costs and risks thereof shall be borne by the supplier.
- 6.2 Irrespective of whether or not the supplier has complied with its notification obligation, Hueck is entitled, any other rights due to it notwithstanding, to claim a penalty of 0.5% of the total order value per calendar day, or any fraction thereof, of the delay in the delivery and/or services, but not more than 10% of the total order value. The right of mitigation by court is excluded.
In the event of late delivery, Hueck has the right, irrespective of any other rights due to it, to rescind the contract, after having granted a reasonable grace period, or to request performance of the contract. Hueck is also entitled to rescind the contract only as to a particular part of the deliveries, be it delivered or not. If it has been agreed that time is of the essence for deliveries under the contract, it is not necessary to grant a grace period. In addition, Hueck may have such part of the delivery that was not performed by the supplier carried out by a third party, at the cost of the supplier. In any case, the rights granted above shall not affect any further claims of Hueck, in particular any claim for damages over and above the penalty. Any delivery in contradiction to the provisions of the contract shall have the same consequences as late delivery.
- 6.3 Acceptance of a late (part) shipment does not constitute a waiver of the rights or claims due arising from default.

7. Warning Obligation

If the supplier is of the opinion that the order documents submitted by Hueck are flawed or unclear, the supplier shall immediately warn Hueck in writing about the flaws or the supplier's concerns, at the same time submitting suitable proposals for a solution. The same shall apply to any documents, instructions and materials supplied by Hueck. The supplier shall not receive any separate compensation for its efforts in connection with performing its warning obligations. By submitting its offer, the supplier represents, and assumes the corresponding liability, that it is able to faultlessly deliver the ordered goods and/or services and the supplier shall accept responsibility for any defects and consequences, of whatever nature, of any non-conforming products and/or services.
Hueck's approval of drawings, calculations, documents, etc. or any other involvement of or contribution by Hueck shall not affect the supplier's exclusive responsibility with regard to the subject matter of the contract.

8. Dispatch, Shipment, Packaging

- 8.1 Unless specifically agreed otherwise, the goods shall be delivered to the address for delivery designated in the purchase order, DDP pursuant to the INCOTERMS 2000, at the times of receipt of the goods specified in the purchase order; if no such times are indicated, delivery shall be made from Monday through Thursday, from 7 a.m. to 6 p.m., as well as on Friday from 7 a.m. till 12 noon.
- 8.2 The consignment shall be wrapped properly, and all risks of transport as well as insurance-related aspects shall be duly taken into consideration in the delivery. The packages shall be properly labeled and designated so that the products supplied can be identified clearly and the quantities shipped can be ascertained without any doubt.
- 8.3 At Hueck's request, the supplier shall take back the packaging material at its own cost. If the packaging costs are to be borne by Hueck under a separate agreement to that effect, the supplier may only include its own cost price in the invoice, posting it as a separate item, and enclosing proof thereof. In such a case, Hueck has the right to request that the supplier take back recyclable packaging material and issue a corresponding credit note.
- 8.4 The quantities determined by Hueck upon receipt of the goods shall be relevant to the determination of the quantities supplied.
- 8.5 Shipment shall be made in accordance with Hueck's specifications as regards the mode of transport and the shipping agent, as well as Hueck's shipping instructions. If no specific mode of transport has been indicated, shipment shall be made at the most favorable prices obtainable from time to time. Otherwise, all negative consequences and extra costs resulting therefrom shall be borne by the supplier.
- 8.6 Immediately after dispatch, every shipment shall be announced by a shipping note, specifying in detail the type, quantity and weight of the consignment as well as assembly and carrier. The estimated time of

arrival must be indicated as well. All shipping papers (shipping notes, freight bills, invoices) must specify the order number, the order date, the quantity, the technical description and all other necessary information.

- 8.7 The supplier shall purchase and maintain at its own cost adequate insurance of the shipment.
- 8.8 Any shipping notes and/or consignment notes signed by Hueck are solely deemed an acknowledgment of receipt, without this implying recognition of conformity or completeness of delivery or fulfillment of the order.
- 8.9 The supplier shall be responsible for any and all damage resulting from incorrect information in the binding statements and representations or failure to observe applicable regulations covering the handling of the goods (packaging, shipment, storage, etc.).
- ## **9. Place of Performance, Passing of the Risk, Retention of Title**
- 9.1 The place of performance for the deliveries of the supplier shall be the place designated in the purchase order, in the absence thereof the registered office of Hueck.
- 9.2 In case of deliveries including mounting/installation/assembly, the risk of accidental loss or destruction shall only pass upon proper acceptance, whereas in case of deliveries not including mounting/installation/assembly, the said risk shall pass upon Hueck taking delivery of the consignment. Such passing of the risk shall apply irrespective of the trade clause (INCOTERMS) agreed upon.
- 9.3 Unloading of the goods shall be done at the risk of the person carrying out the unloading work and/or the supplier; it does not trigger the passing of any risk to Hueck.
- 9.4 The supplier may solely deliver goods to which it holds good and valid title, free from any restrictions. Hueck expressly does not consent to the agreement of retention of title by the supplier. If Hueck takes delivery of goods/services offered subject to retention of title, this cannot be deemed approval of any retention of title.

10. Invoices

- 10.1 Invoices, specifying all order information, shall be sent to Hueck immediately after delivery. Invoice copies shall be marked as duplicates. Invoices on work performed or assemblies carried out shall have timesheets confirmed by Hueck attached. In case of goods that are subject to approval, licenses or permits, the invoice shall include all the necessary identification information.
- 10.2 Hueck reserves the right to disregard and return invoices which do not meet the statutory requirements (regulations on customs clearance, turnover tax, etc.). In such a case, the invoice will be deemed not to have been submitted.

11. Payment, Set-off, Assignment, Right of Retention

- 11.1 The period for payment of the invoice shall begin to run once Hueck has accepted the delivery without any objections or claims and the properly issued invoice has been received by Hueck. To the extent that the supplier has to furnish reports on material tests, inspection protocols, documents showing quality assurance or any other documentation, the delivery will be deemed complete only after receipt of all such documents.
- 11.2 Unless otherwise agreed upon, payment will be made, at the option of Hueck, subject to a 3% discount within 30 days or net within 60 days.
- 11.3 Hueck may retain payment until all defects have been remedied.
- 11.4 Payment will be made by bank transfer, check or bill of exchange.
- 11.5 Payments will be deemed to have been made in time, if the check or the bill of exchange has been dispatched and/or the transfer instruction has been given to the bank on or before the last day of the payment period, at the latest.
- 11.6 The place of performance for payments shall be the registered office of Hueck.
- 11.7 Payment does not constitute acceptance of the delivery and therefore does not constitute a waiver of any rights or claims.
- 11.8 The supplier may assign any claims or amounts due to it only with the prior written approval of Hueck. The supplier shall have no right to retention whatsoever.
- 11.9 The supplier and/or any other authorized party may not set off any amounts, on whatever legal grounds, they are based, against claims vis-à-vis Hueck. In contrast thereto, Hueck has the right to even set off claims of any of its affiliates against payment obligations vis-à-vis the supplier.
- 11.10 Any exchange rate and currency fluctuations as well as any charges incurred in payment transactions shall be at the supplier's expense.
- 11.11 If, for whatever reason, Hueck defaults in payment, the default interest shall be limited to 3% (three percentage points) above the basic interest rate pursuant to sec.1333 para.(2) of the Austrian "Allgemeines Bürgerliches Gesetzbuch (ABGB)" (General Civil Code) even if the supplier proves that it has suffered a higher loss or damage.
- 11.12 Any disputes as to the amount of the compensation payable to the supplier shall not entitle the supplier to terminate or suspend its performance, be it in full or in part.

12. Warranty

- 12.1 The supplier shall, on its own behalf and on behalf of its subcontractors and any other third parties attributable to it, accept full liability for the complete and faultless execution of the ordered products in conformity with the purchase order, for the usual and warranted properties of the products, for the observance of all relevant statutory provisions as well as all stipulations and orders imposed by the public authorities, for the adherence to the industrial standards applicable to Hueck, the relevant standards and the latest technical findings (state-of-the-art execution), as well as for the properties and characteristics specified in the instructions for use, explanations, product brochures, leaflets and folders, technical data sheets, advertising materials and other information media that are in the public domain or accessible to Hueck. Furthermore, the supplier warrants the state-of-the-art execution, design, fitness for the specified purpose and processing technology of the supplied products, that only first-class material of suitable quality is employed, and that such material is suitable for the intended purpose.
- 12.2 Furthermore, the supplier warrants that it will transfer to Hueck good and valid title, free from any restrictions, to the supplied products and the supplier shall indemnify and hold Hueck harmless from and against any loss, damage, or claim sustained or raised in this respect.
- 12.3 In addition, the supplier shall indemnify and hold Hueck harmless from and against any loss, damage, or claim sustained or raised in any dispute arising under Austrian or foreign patent, copyright, trademark, design or similar industrial or intellectual property laws with regard to the supplied products, irrespective of whether or not there is fault on the supplier's part involved, and shall warrant the unrestricted use of the supplied product. Hueck is entitled to procure, at the supplier's expense, the necessary permits and licenses for the use of the corresponding products.
- 12.4 The supplier shall on its own initiative provide any instructions for storage as well as use and operation of the products together with the products and shall specifically point out any further measures that may be necessary in connection with the handling of the supplied products.
- 12.5 The supplier also warrants that the information contained in quality certificates and test reports is complete and correct.
- 12.6 In case of deliveries including mounting/installation/assembly, the warranty period shall begin to run upon acceptance, whereas in case of deliveries not including mounting/installation/assembly, the warranty period shall begin to run upon complete delivery at the place of destination. In case of hidden defects and deficiencies in title, the warranty period shall begin to run at the time the defect becomes discernible. Part shipments - even if they were contractually agreed upon - do not trigger the running of the warranty period. In case of products that are treated or processed by Hueck, the warranty period shall begin to run only upon the use of the product at the processing stage. In case of goods/services repaired and/or replaced under warranty, the statute of limitations shall begin anew upon acceptance of the repair and/or substitute delivery. To the extent that parts delivered could not remain in operation during the investigation and/or remedying of the defect, the warranty period shall be prolonged for the duration of the interruption of use. Unless specified otherwise, the warranty period shall be governed by sec. 933 of the General Civil Code and shall amount to 2 (two) years in case of movable goods and 3 (three) years in case of immovable goods or work on and/or installations into immovable goods, in each case after delivery of the complete quantity. Defects arising during the warranty period may be enforced in court within a period of up to 2 (two) years after the expiration of the warranty period. The products shall refutably be presumed to have been defective upon delivery/performance if the defect appears within the warranty period.
- 12.7 Hueck is not obligated to carry out any inspections, checks or tests or to give any notices of defect/lack of conformity (in particular under sec. 377 of the Austrian "UGB" [New Commercial Code], as well as Articles 39 and 43 of the CISG).
- 12.8 In case of engineering, counseling, software or documentation services, the supplier warrants without any restriction for a period of two years as from rendering the services that its written and oral information and instructions are correct and complete.
- 12.9 The supplier warrants that it will carry out training, maintenance, repair and overhaul services for the supplied products at usual market rates and will make subsequent and replacement deliveries and supply parts subject to wear and tear for a period of 10 years as from the date of full performance of the contract.
- 12.10 In case of defects, of whatever kind and extent, Hueck is entitled - at its option - to demand from the supplier rescission of the contract, a price reduction, the remedying of the defects and/or delivery of substitute goods in accordance with the relevant provisions. Furthermore, Hueck is entitled to remedy the defect directly or through third parties, in each case at the expense of the supplier. In urgent cases and in the event of the supplier being late in remedying a defect, Hueck is entitled - even without having to grant a grace period or give the supplier advance notice - to directly remedy the defect or have it remedied at the supplier's cost (substitute performance). This shall not affect the right of Hueck to claim damages or, if applicable, to rescind or annul the contract (in particular under the CISG). Any and all costs incurred in improving the defect, subsequent delivery or the return of defective goods as well as the risk inherent therein shall be borne by the supplier.
- 12.11 At Hueck's request, the supplier shall assign any warranty claims it may have against its predecessors in title, provided that the defects in the delivery are due to such defective upstream deliveries/services. This shall not affect Hueck's warranty claims vis-à-vis the supplier.
- 13. Liability of the Supplier**
- 13.1 The supplier shall be liable for any loss or damage suffered, including consequential harm/damage caused by a defect and lost profit. The conditions and scope of the liability shall depend on the relevant provisions, unless specifically stipulated otherwise in these General Purchase Conditions.
- 13.2 At Hueck's request, the supplier shall prove upon acceptance of the offer that it has taken out third-party liability insurance (also covering product liability claims) in an amount sufficient to cover the scope of the order and the consequences of any possible liability. Should the supplier fail to furnish such proof, Hueck may rescind the contract, in full or in part, without having to grant a grace period.
- 14. Product Liability**
- 14.1 The supplier shall advise Hueck without delay and in an understandable manner of any possible risks emanating from the products supplied and shall inform Hueck - already prior to the occurrence of any defect - of new findings and insights as well as of changes in the production process, in the design or in the instructions pertaining to the products supplied.
- 14.2 Irrespective of any other obligations, the supplier shall fully indemnify and hold Hueck harmless from and against any and all product liability claims of third parties, be they raised in Austria or abroad, with regard to the products supplied by the supplier. The supplier shall in any case be obligated to reimburse Hueck for any and all costs incurred by Hueck due to any claims raised against it or in satisfying any indemnification obligation. In particular, Hueck is entitled to reimbursement of all expenses that may arise in connection with necessary recall campaigns. Hueck reserves the right to assert any further statutory claims.
- 14.3 The above provisions shall apply *mutatis mutandis* to the extent that defective products are the result of goods/services from sub-suppliers or subcontractors of the supplier.
- 14.4 If Hueck is held liable under the Product Liability Act, the supplier shall name the general distributor, manufacturer or other liable persons within one week.
- 15. Liability for Environmental Damage**
- 15.1 To the extent this is economically possible and technically feasible, the supplier undertakes to use environmentally friendly products and processes in its supplies, sub-supplies or in ancillary services of third parties.
- 15.2 The supplier shall be liable for any and all losses and any damage arising in connection with the goods/services delivered by it on account of an infringement of environmental laws (such as, for example, statutory provisions on emission control and waste removal, etc.). The supplier shall indemnify Hueck, at its first written request, for any and all claims of third parties raised on the basis of the preceding clauses. In addition, the supplier shall compensate Hueck for any loss or damage sustained at Hueck's and for any business interruption.
- 16. Quality Management**
- 16.1 If and when Hueck discovers defects in the products supplied, Hueck will inform the supplier of the type and scope of the defect. The supplier shall immediately forward to Hueck a report on the causes of the defects regarding the product, on the process and quality management system and/or the remedial measures initiated by it. The same shall apply after transmission of evaluations of complaints and follow-up work, other reports on product defects, customer complaints as well as corresponding feedback from the market.
- 16.2 The supplier undertakes to implement state-of-the-art quality assurance measures that are adequate as to their nature and scope and to prove their implementation to Hueck upon request. To the extent this is deemed necessary by Hueck, the supplier furthermore undertakes to enter into a corresponding quality assurance agreement.
- 16.3 Hueck and/or its employees and/or any third parties designated by it shall have reasonable access to the manufacturing premises of the supplier and/or its sub-suppliers at the usual business hours in order to check the progress of work, the employment of suitable materials and qualified personnel, the expert-like execution of the services ordered as well as the products. Such an inspection shall neither substitute for acceptance nor limit in any form whatsoever the sole responsibility of the supplier for its deliveries/services. In particular, the supplier cannot plead contributory fault on the part of Hueck on account of such inspections.

- 16.4 At its request, Hueck shall be granted the right to inspect any and all documents, including without limitation, design drawings and calculations, relating to the ordered product. Hueck undertakes to observe secrecy in this connection.
- 16.5 In carrying out assembly work for Hueck, the supplier undertakes to exclusively employ qualified personnel that has valid residence and work permits and shall accept full responsibility for compliance with the security and safety regulations applicable from time to time. Any personnel that does not meet such requirements may be rejected by Hueck at any time. Any and all costs incurred thereby by Hueck shall be for the account of the supplier. Furthermore, the supplier undertakes to compensate the personnel employed according to the labor law provisions applicable from time to time and to properly calculate, withhold and pay any and all taxes, duties, levies, contributions and other charges. The supplier shall fully indemnify and hold Hueck harmless from and against any loss, damage, or claim sustained or raised on account of improper compensation of personnel and/or incorrect calculation, withholdings or payment of such taxes, duties, levies, contributions and other charges.
- 16.6 The supplier consents to the processing of personal data for the purposes of handling the purchase order and executing the contract and undertakes also to procure the approval of its employees and downstream contractors/suppliers.
- 17. Supply of Material**
Any material supplied by Hueck shall remain the property of Hueck and shall be stored, labeled and managed free of charge. Taking delivery of such material shall be confirmed to Hueck at its request. The material may only be applied to Hueck's contracts/orders. In case of a decrease in value or loss, the supplier shall provide adequate compensation. The supplier shall have no right to compensation of whatever kind on account of the late provision of such material, nor shall the supplier have a right of retention with regard to such supplies.
- 18. Devices**
18.1 Samples, models, drawings, plans, patterns, information and other documents made available by Hueck for the execution of the order (hereinafter referred to as "**Devices**") shall remain the property of Hueck. Like every object made on the basis thereof, the Devices may be used for no purpose other than the implementation of the contract, except with the express written approval of Hueck. The Devices must not be made available to any third party in whatever form or used or exploited in any other form (in particular, for registering industrial or intellectual property rights, patents, etc.), except with the express written approval of Hueck. Devices that are made at the expense of Hueck shall become the property of Hueck upon their payment.
18.2 All such Devices shall be marked in a suitable manner as being the property of Hueck and shall be protected against unauthorized inspection or use. They shall automatically be returned upon delivery and/or cancellation of the purchase order, free of charge, or shall be destroyed following consultation with Hueck. Subject to any other rights, Hueck may furthermore request the return of such Devices if the supplier fails to comply with its contractual obligations or in case of manufacturing problems. Under no circumstances shall the supplier have a right of retention with regard to the Devices.
18.3 The supplier is obligated to hand over to Hueck, without a special request being required, any and all receipts, confirmations and documents required to document Hueck's title to the Devices vis-à-vis third parties. If insolvency proceedings (bankruptcy, compromise, settlement or similar proceedings) are opened against the supplier or if a petition to open insolvency proceedings is denied for lack of assets, the supplier is obligated to advise Hueck thereof without delay and to take any and all measures required and helpful to assert Hueck's claims for separation and recovery of its assets.
- 19. Confidentiality Obligation**
19.1 The supplier is obligated to keep any and all information received from Hueck (or from third parties acting upon instruction of Hueck) or otherwise in connection with the implementation of the contract strictly confidential and to use such information exclusively for the performance of the contractual obligations. The supplier is not allowed to make such information available in any form whatsoever to third parties or to exploit such information in any other form (e.g. by applying for industrial or intellectual property rights or patents, or the like). If it is mandatory or indispensable for the performance of the contract that information be passed on to third parties, the supplier shall in advance impose the confidentiality obligations under these provisions on the third party in a legally binding manner. The supplier will be held responsible for any violation of this confidentiality obligation by its people and shall fully indemnify and hold Hueck harmless from and against any loss, damage, or claim sustained or raised in this respect. This shall also apply with regard to third parties.
19.2 Any disclosure as to the existence, the contents and the progress of the performance of the contract and its implementation shall be subject to the explicit written approval of Hueck.
- 19.3 Likewise, the supplier shall not be permitted to include Hueck in its reference list (nor, in particular, on its website or in various advertising materials) except with the explicit written approval of Hueck. Nor is the supplier entitled to use the trademarks or other signs protected for Hueck or any of its affiliates.
19.4 Unless stipulated otherwise, the statutory secrecy and confidentiality obligations shall apply.
- 20. Termination of Contract**
Irrespective of any other rights due to it, Hueck may terminate the contract with immediate effect
– if the supplier has committed a gross violation of the contract, if bankruptcy proceedings have been opened against the supplier, if the opening of bankruptcy proceedings has been denied for lack of assets, or if a petition for compromise or settlement proceedings has been filed, or
– if there are circumstances which make it obvious that the contract can no longer be performed properly.
In the event of the justified termination of contract Hueck may - at its option - either keep any supplied products against payment of the *pro-rata* consideration or return the supplied products at the supplier's expense. The supplier shall reimburse Hueck for any damage, loss or disadvantages sustained by Hueck due to the early termination of the contract.
- 21. Transfer of Rights and Obligations**
21.1 The supplier is not entitled to transfer rights and obligations under the contract with Hueck to a third party, except with the prior written approval of Hueck.
21.2 Hueck has the right to rely on third parties for performing its contractual duties or to assign the rights and obligations under the contract, be it in full or in part, to third parties. The supplier herewith agrees to such transfer of rights, and will be notified thereof.
21.3 The supplier acknowledges that Hueck also acts as authorized agent of Hueck Folien Vertrieb & Service GmbH, with its registered office at Pirkmühle, 92712 Pirk, Germany, as the principal. The place of jurisdiction for, and the applicable law governing, the entire legal relationship (including, without limitation, all contracts and issues of representation) between Hueck, the principal and the supplier shall be those set forth in clauses 23.1 and 23.2 hereof.
- 22. Miscellaneous**
22.1 Written notices will be deemed received by the supplier if sent to the address most recently designated by the supplier.
22.2 Unless explicitly agreed upon otherwise, the interpretation of the trade terms used shall be governed by the INCOTERMS, as amended from time to time, of the International Chamber of Commerce in Paris.
22.3 In the event of any discrepancies or contradictions between the German and a foreign-language version of these General Purchase Conditions or of a contract between the supplier and Hueck, only the normative contents of the German version shall apply. Likewise, only the German version shall be used for interpreting the legal relationship between the supplier and Hueck.
22.4 If any provision of the contract or of these General Purchase Conditions is invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the intended objective and purpose. Any modification of or amendment to contractual agreements or these General Purchase Conditions shall only be valid if explicitly confirmed by an agreement in writing.
- 23. Place of Jurisdiction and Applicable Law**
23.1 These General Purchase Conditions and the legal relationship between the supplier and Hueck shall be governed by Austrian substantive law, except for the provisions of the "*Österreichisches Internationales Privatrechtsgesetz*" or "*IPRG*" (Conflict-of-laws Act) referring the matter to a foreign jurisdiction or other conflict-of-laws rules if the supplier has its place of business in Austria or in a country that is not a member of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG). If the supplier has its place of business in a Member State of the CISG, the CISG shall apply subject to the modifications made in these General Purchase Conditions. Where the CISG is silent, it is again Austrian substantive law that shall apply.
23.2 Any and all disputes arising under or in connection with the business relationship shall be finally settled under the Rules of Arbitration and Conciliation of the Austrian Federal Economic Chamber in Vienna ("*Vienna Rules*") by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna. The language used in the arbitration proceedings shall be German. Irrespective of the above clauses, Hueck is entitled to enforce its claims - at its option - before the court having jurisdiction at the registered office of Hueck.