

**General Terms and Conditions of Purchase  
of Oesterreichische  
Banknoten- und Sicherheitsdruck GmbH**  
– hereinafter referred to as OeBS –

**1. Scope**

OeBS's General Terms and Conditions of Purchase shall apply to any delivery of products and services by a company or other legal person, hereinafter referred to as 'the Supplier', and thus form an integral part of all and any contracts concluded with the Supplier. Any General Terms and Conditions of the Supplier that conflict with these General Terms and Conditions of Purchase shall be deemed invalid. This shall also apply if OeBS has not explicitly objected to the Supplier's General Terms and Conditions. The Supplier shall herewith accept as valid the General Terms and Conditions of Purchase for any contracts concluded with OeBS in the future.

**2. Offer, contract**

2.1. Upon being requested by OeBS to do so, the Supplier shall submit a written offer for the sale and delivery of any products or services that may be requested by OeBS. Any costs accruing before a contract is concluded shall be borne by the party incurring same. The acceptance of the offer by OeBS shall be made out in writing.

2.2. The offer submitted by the Supplier shall be valid for a period of two (2) months from the date of receipt of the offer.

2.3. The full or partial execution of the contract by subcontractors shall only be admissible if said subcontracting has explicitly been agreed upon in writing.

**3. Delivery and packaging**

3.1. Unless a date or time for delivery has been agreed upon, the time for delivery shall be seven (7) calendar days. When products are delivered, OeBS staff shall only confirm the receipt of the products but not that said products are free from obvious or hidden defects.

3.2. Products shall be delivered, and services shall be performed, directly to/at OeBS's headquarters at Garnisongasse 15, 1090 Vienna, Austria (international: DDP, Incoterms 2010), i.e., all costs and risks shall in any event be borne by the Supplier.

3.3. Deliveries of products to OeBS shall generally take place as single deliveries. Services shall generally be performed as single services, unless OeBS explicitly requests partial delivery or partial performance, respectively.

3.4. In the event of delayed delivery of products or performance of services, OeBS shall be entitled to charge a penalty amounting to 0.5% (point five per cent) per working day, but not exceeding a maximum of 25% (twenty-five per cent), of the purchasing price that has been agreed upon.

3.5. Each package shall include a packaging slip or delivery note appropriately describing its contents and also bearing OeBS's purchase order number. All shipping documents shall bear the full shipping address. Otherwise, OeBS shall be entitled to refuse acceptance or to store the product at the Supplier's expense until the purchase order number has been verified. Delivery shall not be deemed to be complete before it has been attributed to the specific order that has been placed.

3.6. Packaging shall be appropriate and in perfect condition. OeBS shall not be charged for packaging and, if desired by OeBS, the Supplier shall accept any packaging that is returned at the Supplier's expense, unless the Supplier, in due course, communicates an ARA licence number to OeBS.

**4. Force majeure**

4.1. In the event of force majeure, neither OeBS nor the Supplier shall be liable for any damage or loss. Force majeure shall in particular include acts

of war by civilian or military authorities, statutory restrictions, embargoes, refusal of export permit, mobilisations, rebellions, acts of terrorism, legal strikes and lock-outs, epidemics, fires, explosions, as well as general shortage of raw materials and energy beyond the control of the contracting parties.

4.2. Should the state of force majeure continue for a period of more than 90 (ninety) calendar days, both OeBS and the Supplier shall be entitled to terminate the contract at any time. Should neither party terminate the contract, they shall jointly find a solution in order to execute the contract in the best possible manner.

#### **5. Price, terms of payment**

5.1. The price (purchasing price excluding VAT) shall apply to packed, insured and customs-cleared products including costs of shipment to OeBS's headquarters at Garnisongasse 15, 1090 Vienna, Austria (international: DDP, Incoterms 2010), or to the performance of the service required excluding VAT.

5.2. The standard payment term for the purchasing price shall be either net 30 (thirty) days from date of invoice, or within 14 (fourteen) days from receipt of invoice and deducting a 3% (three per cent) discount.

5.3. In any event, OeBS shall be entitled to withhold payments or to set off payments against claims because of guarantee claims or other claims, until due execution of contract.

#### **6. Guarantee**

6.1. The acceptance of goods or services shall be subject to prior inspection by OeBS at the place of performance. Any partial delivery of goods/performance of services, irrespective of any partial acceptance, shall not be deemed definitely accepted before the final inspection of the entire goods delivered/services performed. Accepting the receipt of goods delivered/services performed or payment for said goods/services shall not be deemed an acknowledgement of due delivery/performance.

6.2. Any obligation on the part of OeBS to examine or to make

complaints immediately, in accordance with sections 377ff of the Austrian Commercial Code (Unternehmensgesetzbuch) shall expressly be waived.

6.3. The guarantee period shall be 24 (twenty-four) months from the delivery of products or performance of services. Should acceptance of a product or service be required, the guarantee period shall start at the time when the acceptance process has been completed successfully. In the case of acceptance, a written acceptance record shall be drawn up and signed by both OeBS and the Supplier. This acceptance record documents whether or not the product/service has been accepted fully and successfully, and shall serve as evidence in guarantee procedures.

6.4. In the event of defective products or services, or products or services that do not meet the specifications that have been agreed upon, OeBS shall inform the Supplier in writing within 14 (fourteen) working days from the date of discovery of the said defect.

6.5. OeBS shall be entitled to demand from the Supplier either correction or subsequent delivery in the case of incomplete shipments, and also the repetition of the performance of due services as agreed upon, as well as a reduction in price. The Supplier shall bear the costs and risks of the transport of defective goods for the purpose of correction or replacement.

#### **7. Confidentiality**

Any information and documents that OeBS hands over to the Supplier in the context of a contract shall be treated as strictly confidential and shall in no case be disclosed to third parties. The Supplier shall ensure that any staff that have to be granted access to said information or documents in order to perform their professional duties shall, in advance, be bound by written confidentiality restrictions no less stringent than those contained herein.

#### **8. Damages**

8.1. The Supplier shall be liable to any damage that OeBS may incur, irrespective of fault.

8.2. The Supplier shall indemnify, defend and hold harmless OeBS against all claims by third parties that may arise due to any delivery of goods or performance of services that does not conform to contract.

## **9. Invoicing**

9.1. Invoices for products delivered or services performed shall, at the earliest, be made out on the day when the said product or service has been delivered or performed in full, unless partial delivery/performance or another invoicing schedule has been agreed upon.

9.2. Invoices shall be made out in triplicate and they shall bear OeBS's purchase order number, the order date as well as the delivery note number, the Supplier's bank account number, the supplier number and the date of the delivery note. All invoices shall be sent to Oesterreichische Banknoten- und Sicherheitsdruck GmbH, Garnisongasse 15, 1090 Vienna, Austria.

9.3. Should any partial delivery/services have been contractually agreed upon, partial invoices that are made out shall cover only those partial deliveries/services that have actually been performed. In this case, 10% of the value of each partial invoice shall be withheld as a performance escrow until the final invoice has been accepted.

9.4. The invoice shall include all documents that are necessary for inspection or that have been agreed upon by contract; in the case of work performed or assembly operations, particularly the time slips confirmed by OeBS, including the corresponding numbers and dates, shall, in particular, be enclosed.

9.5. Invoices that do not meet the above conditions shall be deemed as not having been made out. OeBS reserves the right not to handle such invoices and to return them.

## **10. Termination of contract**

10.1. OeBS shall be entitled to terminate the contract:

a) in the case of delayed delivery for which the Supplier bears the responsibility, and after the appropriate

statutory extension granted has elapsed.

b) in the case of force majeure in accordance with section 4;

c) in the case of any change in the Supplier's status of ownership;

d) if a request to open insolvency proceedings has been filed;

e) if a request to open insolvency proceedings has been refused for lack of assets.

10.2. Any rights, of whatever kind, that have already arisen from this contract shall not be affected by a termination of contract.

## **11. Other applicable provisions**

11.1. Should any provisions of a contract made between OeBS and the Supplier conflict with these General Terms and Conditions of Purchase, the provisions of said contract shall apply.

11.2. Invalidity or nullity of individual parts of a contract or of the General Terms and Conditions of Purchase shall not make null and void the entire contract nor the valid parts therein. In this event, OeBS and the Supplier shall negotiate to replace any invalid clauses by valid clauses so as to effect the original intent of the invalid clauses as closely as possible.

11.3. No agreement on, modification of, or amendments to, contracts concluded between OeBS and the Supplier, or any deviations from these General Terms and Conditions of Purchase, will be effective unless they are made in writing. Faxes and e-mails shall be deemed to be in conformity with the in-writing requirement. No deviation from this requirement shall be valid unless it is in writing. Should contracts be made out in German or English and an additional language, the German version shall be the authentic one and shall prevail in all matters of interpretation and construction. Should no German version have been made out, the English version shall prevail.

11.4. Without prior written consent on the part of OeBS, the Supplier shall not be entitled to assign to third parties any claim of the Supplier with regard to OeBS.

11.5. Unless otherwise agreed, any deliveries shall be free from reservation of ownership in favour of the seller.

## **12. Governing law and jurisdiction**

12.1. These General Terms and Conditions of Purchase and any contracts based thereon shall be subject to Austrian law, excluding the rules of conflict of laws under Austrian private international law. The provisions of the UN Sales Convention shall not apply to any contracts concluded between OeBS and the Supplier.

12.2. In the case of any dispute or difference that might arise out of a contract concluded between OeBS and the Supplier, both parties shall first attempt to settle said dispute or difference in an amicable way. An attempt to reach amicable settlement shall be deemed to have failed as soon as one party has informed the other party of this in writing.

12.3. Should an attempt to reach amicable settlement have failed, all disputes shall be finally settled in accordance with the Rules of Arbitration and Conciliation of the Vienna International Arbitration Centre of the Austrian Federal Economic Chamber ('Vienna Rules'), by one or three arbitrators appointed in accordance with said Rules.

12.4. The arbitration language shall be German. The venue of arbitration proceedings shall be Vienna, Austria.

12.5. The arbitration proceedings shall be private. Any factual or legal information and circumstances that have been disclosed, or that have appeared in the context of arbitration proceedings, shall be used only for the purpose of the arbitration proceedings. Publication – including publication by the parties to the contract – of the development, content and/or result of

the proceedings shall only be admissible on the basis of, and in the context of, applicable legal provisions.

12.6. The grounds upon which the award is based shall be stated in writing. The Arbitral Centre shall also determine the costs of proceedings.

12.7. Should the Supplier's headquarters be located in Austria, or should OeBS and the Supplier explicitly exclude arbitration and conciliation proceedings, the court with competence regarding the substance matter in the 1st district of Vienna, Austria shall be the place of jurisdiction.