

## 1. General

1.1 The general terms for offers and sale of goods for printing systems and fixtures\components and spare parts (hereinafter referred to as general terms and conditions [Allgemeine Geschäftsbedingungen] set out below (hereinafter: T&C) form the basis of all offers, orders, deliveries and services of Durst Group AG (hereinafter: Durst) to the contracting partner (hereinafter: the customer). All orders shall only be accepted and carried out on the basis of the following T&C.

## 2. Offers/orders/content of the obligation to perform

2.1 Unless expressly laid down in writing, the offers of Durst shall have in each case a validity of 30 days and thereafter shall be forfeited automatically.

2.2 The orders of customers shall not be deemed to be binding until they have been explicitly accepted in writing by Durst.

2.3 All orders and declarations of acceptance, as well as additions, modifications or ancillary agreements require the written order confirmation of Durst to be legally valid.

2.4 Illustrations, descriptions, technical data etc. are non-binding and purely informative and indicative.

2.5 Durst therefore reserves the right to realize necessary and/or useful technical modifications or modifications of design (e.g. visual design, modifications of the cover etc.). Durst shall not be obliged to inform the customer on such technical modifications, in so far as the characteristic product features remain the same.

2.6 Any confirmations, in particular all drawings, illustrations, measures, weights or other performance data and descriptions shall only be binding if this has expressly been agreed upon in writing, whereby a deviation of 10.0% shall apply as tolerance in any case. The same shall apply to further particular characteristics or if

the product is meant to be suitable for a certain intended purpose.

2.7 Durst shall be entitled to also only partially accept orders.

2.8 In case of deviations between the confirmation of Durst and the appropriate order, exclusively the order confirmation of Durst shall be decisive unless the customer has informed Durst in writing without delay on its objection or at least within 8 (eight) days after having received the order confirmation.

## 3. Prices

3.1 All orders are generally processed on the prices declared by Durst to be valid at the date of delivery (export price list); the prices stated in the catalogues etc. are indicative and not binding.

3.2 All prices are to be understood as net prices as of the provision of the products on the premises of the respective works or logistics centre of Durst (place of collection), thus excluding customs duty and excluding sales tax or, respectively, value-added tax or any other fees. All prices have been calculated including usual packaging. The costs incurred due to a packaging requested separately by the customer shall be invoiced separately.

3.3 All costs for transport, insurance, customs duty etc. shall be borne by the customer.

## 4. Terms of payment

4.1 Payment shall be made by transfer to the bank account specified by Durst on the invoice. Unless otherwise agreed upon between Durst and the customer, payment shall be deemed to have been made in good time if Durst can dispose of the sum within 30 (thirty) days upon date of issue of the invoice.

4.2 If no credit limit is agreed with the customer, or if the customer has exceeded an agreed credit limit, payment shall be made in advance by transfer. In this case Durst shall only

be obliged to deliver the products when Durst can dispose of the invoice amount.

4.3 If the customer does not comply with the terms of payment, Durst shall be entitled to offset the default interest pursuant to the legislative decree No. 231/2002. Default interest shall be capitalised on an annual basis.

4.4 The customer is not entitled to set-off or to compensate claims against claims of Durst.

4.5 The customer is obliged to pay the invoice(s) in due time (principle of "solve et repete"), even in the case of contest, or complaints with regard to material or quality defects etc., i.e. in the event of any kind of and reason for complaint. Default in payment and non-fulfilment etc. on the part of the customer shall be deemed to inhibit action, i.e. as long as any default has not been adjusted and thus as long as debts have not been paid, the customer is therefore not entitled to initiate any action, however named.

4.6 Durst is entitled to set-off payment against possibly existing claims of any kind.

4.7 The product shall remain the exclusive property of Durst (reservation of title) until the invoice(s) has/have been paid in full.

4.8 The customer is not entitled to a right of retention.

4.9 In case of default of the customer in payment or in its other services, Durst shall – notwithstanding any other rights – be entitled to retain services until the consideration agreed upon has been realised observing the delivery period still open or to withdraw from the contract after a reasonable grace period has expired and to claim damages for non-performance. In this case, the customer shall at its expense return to Durst, and insofar as Durst agrees thereto, only the respective product which has already been delivered without delay and which is directly affected by the respective default in payment, in so far as Durst agrees thereto. For this event Durst expressly

reserves the right to assert claims for damages (also for depreciation, wear and tear and other circumstances).

4.10 If circumstances become known which give rise to legitimate doubts regarding the credit-worthiness of the customer (e.g. temporary delays of payment, opening of several execution proceedings, applications to open insolvency proceedings or a court settlement "concordato preventivo" (arrangement with creditors), cheque and bill protests etc.), any and all claims of Durst against the customer shall become due and payable without undue delay and Durst shall have the right to withdraw from all orders of the customer at once and without compensation and shall be entitled to immediately terminate any and all contracts with the customer. This shall apply in particular to the case that they have already been confirmed by Durst. Notwithstanding any possible damage claims on the part of Durst.

4.11 The customer undertakes to reimburse all costs incurred to Durst necessary for the adequate pursuit of the claims provided that the customer violates its contractual obligations. In addition, the costs of debt collection agencies and the costs of attorneys-at-law, experts etc. shall be reimbursed to Durst. Except as possibly otherwise provided claims on the part of Durst vis-à-vis the customer, such as *lucro cessante* (lost profit) and *danno emergente* (consequential economic loss or damage) etc.

## 5. Delivery and transfer of risk, insurance

5.1 The delivery of the products shall be expressly realized using the delivery clause EXW (ex works), Incoterms 2010 in each case.

Ex works refers to the respective place of delivery (place of collection) of DURST. DURST shall notify the customer of the place of collection when the customer orders the products.

5.2 If the customer wishes to have the products delivered,

they shall in any case be delivered at the risk and expense of the customer to the delivery address specified by the customer when placing the order. Risk and costs shall be transferred to the customer when the products are handed over to the first carrier.

Durst shall thus not be liable for damages which result from loading, during and by transport. The customer shall therefore in particular not have any claims for damages against Durst if items are not delivered or delivered incorrectly.

5.3 If the customer desires a transport insurance, in such a case it shall be the customer's exclusive responsibility and duty to ensure that such an insurance is taken out.

5.4 The specification of delivery dates and periods shall in any case be non-binding, purely informative and indicative, unless Durst has expressly declared in writing that they are binding. Durst shall however make an effort to observe the delivery dates. Unless otherwise agreed upon, the delivery period starts upon receipt of the order confirmation by the customer and ends upon dispatch of the products by Durst. In the event of delays, the customer shall not be entitled to any damages or any other compensation, however named, and furthermore shall not be entitled to the right to rescind or to annul the order either.

5.5 The delivery period shall be prolonged by the time of hindrance in the following exemplary cases and Durst shall neither be held liable in the following cases: in all circumstances that do not lie within the sphere of influence of Durst such as force majeure, unforeseeable operational disruptions, delays in delivery of suppliers of Durst, governmental interventions, default in transport and customs, difficulties in supplying material, transport damages, war, labour conflicts and strikes, lack of raw materials, power failure, problems related to staff, etc. In these cases, the contract may also be terminated by either of the parties, whereby the customer is obliged to replace without undue delay vis-à-vis Durst any and all costs and expenses arising up to

the date of contract dissolution as well as the lost profit following a simple inquiry.

5.6 Insofar as partial deliveries are possible, they shall also be legally admissible. Every partial delivery shall be deemed an individual transaction and can be invoiced by Durst separately. In case of delays of partial deliveries, the customer cannot assert any rights regarding further partial deliveries which have so far not become due and yet have to be realized.

## 6. Reservation of title – Guarantee

6.1 Any and all delivered products remain the property of Durst, also in a processed state, until all entitlements of Durst have been fulfilled (reservation of title) unless the customer hands over to Durst an irrevocable bank guarantee "upon first inquiry" and thus upon a simple inquiry with the exclusion of objections and exceptions and with a payment agreement following a simple inquiry.

6.2 If products subject to reservation of title are confiscated or pledged by third parties, the customer shall be obliged to notify Durst of this within 24 (twenty-four) hours and to duly object to the execution measure by indicating the property right of Durst.

6.3 The customer is not entitled to sell the products under reservation of title until the complete purchase price has been paid with the exception of the express written approval on the part of Durst.

6.4 If in the country in which the customer has its seat, stricter conditions regarding the effective establishment of a reservation of title are laid down than the ones applicable in Italy, the customer shall inform Durst on this without delay and additionally take any and all measures in order to effectively establish the reservation of title.

6.5 If the customer acquires the sole ownership or co-ownership of a new unit item generated by combining, commingling or commixing the

products in the property of Durst with other moveable or immovable items, the customer already now – in order to secure the entitlement – transfers this property right to Durst by ensuring at the same time to properly store the new items for Durst without charges. If the product or the new item generated out of it is sold, the customer shall notify its purchasers referring to the property of Durst.

6.6 In case of a delay in payment or a default in payment of the customer, the customer shall be obliged to hand over the products subject to reservation of title upon the first request of Durst and to reimburse Durst for any costs, as well as for the lost profit.

## 7. Conditions of acceptance for printers

7.1 The customer shall provide the necessary facilities and assistance required to conduct the acceptance inspection. The acceptance inspection shall be carried out during the normal operating hours. Any work performance which is fulfilled outside of the normal operating hours shall be invoiced separately. After having completed the acceptance inspection, both parties undertake to sign an acceptance certificate and the customer takes possession of the printer unless this was otherwise recorded in the acceptance certificate. Minor defects that do not impair the serviceability of the work do not entitle the customer to refuse to accept it.

7.2 If the buyer does not provide the products/material samples for acceptance in the quality and/or quantity agreed upon, Durst shall be free to procure corresponding products/material samples itself in the name and at the expense of the customer. If – due to the inappropriate behaviour of the buyer – tests have to be repeated with other samples, the customer shall be responsible for any inconveniences and bear any costs incurred thereby. The customer shall in any case not be entitled to retain the purchase price due to the lack of samples the customer is responsible for. If the compliance with the contract is delayed due to circumstances attributable to the buyer, the customer

shall in any case not be released from the obligation to pay the purchase price agreed upon in the contract.

7.3 The customer undertakes to inform Durst without delay on any national regulations and in particular (technical) requirements regarding the installation and start-up of the printer in situ. If the customer does not comply with this obligation, any costs and damages incurred thereby, especially also of the printer, shall be for the account of the customer.

## 8. Connecting other devices to the printer

8.1 The printers delivered by Durst are generally designed in a way that they are only meant to be installed and put into operation for themselves, insofar as connections already established are not offered by Durst as a standard feature.

8.2 In addition, printers of Durst can be combined with other devices, for example pre-treatment units, automated feedings and stackers, etc. and they can be connected to the printers of Durst by means of a software and hardware. Such connections are, however, not standardized and have to be discussed with Durst beforehand in detail and Durst has to grant permission. If the customer realizes such connections without preliminarily consulting Durst, Durst does not assume any warranty whatsoever for any defective performances or failures of the printer, as well as for any other damages which may arise out of such connections such, as printing materials catching fire, increased scrap, damage of peripheral devices, etc.

8.3 The same shall apply if ink or, in general, other materials and products are used.

## 9. Warranty

9.1 Durst assumes warranty for the delivered products only in accordance with the following provisions and only vis-à-vis the customer as the first purchaser. The cession of warranty

claims to third parties shall be excluded

9.2 The products shall be examined immediately after their delivery regarding integrity, accuracy and if they are otherwise free of defects. Defects shall be notified in writing within a period of 8 (eight) days within the sense of and pursuant to Art. 1495, 1497 resp. within 30 days pursuant to Art. 1512 Italian Civil Code and are subject to a period of limitation of 1 year resp. 6 months (Art. 1512 Italian Civil Code), or otherwise forfeited.

The warranty period shall start to run by delivering the products or, if an acceptance test is provided, at the point of accepting the products. If the delivery or acceptance is delayed for reasons which are not within the control of Durst, the warranty period shall end at the latest 15 months after Durst has informed the first customer that the products are ready for shipment.

The warranty granted shall, however, end automatically and prematurely with immediate effect and at least in the following cases: (i) if the first customer does not store the goods properly; (ii) if acceptance of the goods does not take place for reasons which do not lie in the influence of Durst, either not within 3 months as of delivery of the products or not within 4 months as of the date of shipment of the goods ex works, depending on which deadline ends earlier; (iii) in the event of similar occurrences.

If defects are not notified within these periods of time and claims are not enforced by legal action in this respect, this results in the loss of all claims to which the customer is possibly entitled and the customer waives any such by undersigning the T&Cs.

If Durst nevertheless performs any interventions to remedy defects etc., these shall be expressly deemed to be good-will actions and shall not represent any acknowledgement or concession. Thus no responsibility (or reversal of burden of proof) can be derived therefrom. Furthermore they are not deemed to be a waiver of any

objections and thus neither interrupt the expiry periods or limitation periods.

Within the sense of and pursuant to Art. 1487 Italian Civil Code a warranty period of 6 months shall be agreed upon as of the date of delivery in the case of the sale of used products. In the case of wear and tear materials/consumption materials (e.g. filters, lamps etc.) warranty shall be excluded.

9.3 The warranty and responsibility on the part of Durst is in any case expressly and solely limited to cases of gross negligence or intent.

9.4 In order to preserve a high quality standard, the ink products offered by Durst feature an expiry date. If the expiry date is exceeded by the customer, this does not represent a defect which entitles the customer to assert warranty claims vis-à-vis Durst. Durst shall therefore concerning such products not assume any warranty obligation and Durst shall hence not be obliged to take back or exchange products the expiry date of which has expired or to otherwise pay damages. (Consequential) damages caused by defects which have been caused to the customer due to the use of expired products or, respectively, ink cartridges are thus not replaced by Durst in any case whatsoever and Durst cannot be made responsible therefore.

9.5 The customer shall not be entitled to refuse to take deliveries in case of only minor defects. If the customer refuses to take deliveries without good cause (in a maximum of 2 cases), taking delivery automatically takes place by providing the service or by the customer using the product. From this time onward, the delivery of Durst shall be deemed to be provided/delivered free of defects.

9.6 In the case of a defect which is subject to a warranty it shall be at the discretion of Durst to either repair and/or replace the faulty parts or to offer an appropriate price reduction.

9.7. Durst does not assume any warranty for services provided if they

have been modified afterwards by the customer or by third parties attributable to the customer or if impairments or damages have arisen that are due to improper handling, unauthorized modifications of the products by the customer or the final user, non-compliance with operating manuals or instructions regarding electric connections, safety provisions or safety measures as well as due to damages that were caused by improper transport or force majeure or hazard ("caso fortuito": unforeseeable circumstances) and/or improper use etc.

9.8 The recognition of warranty claims by Durst does not prolong the warranty period initially granted in any case whatsoever.

## 10. Repairs and returns

10.1 Defective products shall not be returned to Durst without having obtained the prior written consent of Durst regarding this matter. With respect to the return of products, the specific written and case-related instructions of Durst for sending them back and for packaging shall rigorously be complied with so that the costs – under certain circumstances considerable – for reimporting (e.g. customs duty) can be avoided. If the customer does not comply with the instructions, the customer shall bear all costs and fees resulting therefrom and any warranty and guarantee shall be rejected and/or forfeited automatically as a result thereof.

10.2 Any other possible circumstances which may result in the return of products (wrong delivery, delivery of a larger quantity – tolerance +/- 10.0%) also have to be preliminarily authorized by Durst in writing without exception. In case of return deliveries not approved by Durst, the customer shall in any case bear any and all costs incurred thereby.

In all cases subject to a claim for compensation by Durst.

## 11. Liability, damages

11.1 Durst shall exclusively be liable for the proper provision of service and for the fact that the products meet the technical requirements and comply with the technical requirements as they were guaranteed by Durst in writing.

11.2 The liability of Durst shall generally be limited to any damages that were caused by gross negligence and intent.

11.3 Any liability of Durst for collateral, indirect or consequential damages or for loss of profits shall be excluded and is expressly contracted out.

11.4 Durst shall in any case not be liable for damages which are caused by the customer using the products in a different than the usual field of application and/or use intended according to the description of the products, or caused by the customer using the products in fields for which Durst has not given any separate written consent as regards their employability. This shall also apply in the case that the customer or third parties have modified and/or rebuilt the product without approval by Durst.

11.5 Any other claims of the customer that are not explicitly listed in these general terms and conditions shall expressly be excluded and the customer expressly waives such claims by undersigning these T&Cs.

## 12. Miscellaneous

12.1 The products, offers as well as enclosures, samples, dimensioned drawings and descriptions as well as the trademarks and logos of Durst are the property of Durst and, respectively, protected by copyright law and it is – without the prior written consent – prohibited to reproduce them as well as to grant third parties access to them without approval or to transfer them. Otherwise the customer shall be liable to pay damages.





# General terms for offers and sale of goods for printing systems and fixtures\components and spare parts

12.2 Services and declarations of intent shall for their legal validity be directed to the address indicated by the customer when placing the order until another address is announced in writing. The customer shall be liable vis-à-vis Durst to bear any costs resulting from incorrect, incomplete and unclear details given. The customer shall be obliged to announce changes of the name, address or, respectively, a change of its seat to Durst in writing without delay, otherwise the customer is liable to pay damages. If the customer does not comply with the aforementioned, any written notice that was directed to the customer's address lastly announced shall be deemed to comply with the conditions of a valid service.

12.3 A transfer of the rights arising out of the contract concluded with Durst to third parties requires the written consent of Durst and is otherwise deemed to be invalid vis-à-vis Durst and cannot be objected to. 12.4 The assertion of gross disparity (laesio enormis) as well as a price reduction shall be excluded.

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12.5 Modifications and ancillary agreements require the written confirmation of persons authorized to represent Durst and registered in the Companies' Register to be valid and shall only be valid for the individual business transaction. The other employees of Durst are not authorized to agree on modifications or ancillary agreements as regards these T&C.

12.6 Should one or several provisions of these general terms and conditions be invalid or impracticable, the validity of the remaining provisions and of the contract forming the basis shall not be affected thereby. The invalid or impracticable provision shall be replaced by a valid and practicable one that comes closest to the invalid or impracticable provision in economic terms.

## 13. Confidentiality

The Customer shall keep confidential any proprietary information relating to the printing systems received from Durst and shall refrain from disclosing any such vis-à-vis third parties or from using any such for any other purpose other than for the purpose of operating this printing system.

## 14. Applicable law, place of performance, place of jurisdiction

14.1 Place of jurisdiction for any and all claims arising out of the contract (fulfilment, dissolution, rescission, interpretation etc.) shall be BOZEN.

14.2 Applicable law: Italian law as well as these "General Terms and Conditions" under exclusion of the laws of conflict and the UN-Convention on the International Sale of Goods.

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15. Expressly and separately laid down and emphasized: If Durst performs any interventions beyond the statutory and contractually guaranteed scope (repair of defects, other remedial action etc. of any kind and manner), any such shall be expressly deemed to be goodwill actions and shall not represent any acknowledgement or concession and therefore no responsibility (or reversal of the burden of proof) shall be derived therefrom; these goodwill actions on the part of Durst shall not represent any waiver of possible exceptions (e.g.: forfeiture and time limitation) and / or interruption/ suspension thereof.

The CUSTOMER \_\_\_\_\_

Durst Group AG  
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Within the sense of and pursuant to Art. 1341 and ff. Italian Civil Code the customer declares that it has read the following terms of these General Terms and Conditions of Durst, has understood these and accepts these terms in their full scope: 2.1-2.8, 3.1-3.3, 4.1-4.11, 5.2-5.6, 6.1-6.6, 7.1-7.3, 8.2-8.3, 9.1-9.8, 10.1-10.3, 11.1-11.5, 12.1-12.6, 13, 14.1 and 14.2 as well as 15.

The CUSTOMER \_\_\_\_\_

Durst Group AG  
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Brixen, date \_\_\_\_\_