

GENERAL TERMS AND CONDITIONS DIMOVE GMBH (Version as of April 24, 2015)

I. GENERAL/SCOPE/FORMAL REQUIREMENT

- The following general terms and conditions apply to all agreements concluded between Purchaser and us. Whichever version of the general terms and conditions are in force at the time of ordering shall apply.
- Purchasers in accordance with the general terms and conditions are both, consumers and companies.
 - Consumers are (natural or legal) persons who are not companies.
 - Companies are (natural or legal) persons or legal private companies for whom the present agreement form is part of the operation of their business. Companies are any permanently established organizations with independent economic activity, whether or not they are profit-oriented.
- Differing, conflicting, or additional terms and conditions do not become part of the contract, even if made known, unless their validity is expressly agreed in writing.
- DIMOVE GmbH, FN 395606z Feldgasse 58-62, A-2201 Gerasdorf bei Wien, is the contracting party of Purchaser. For additional information, please refer to item Legal Notice.
- The contracts detail all agreements in writing that were made between Purchaser and us in order to carry out the contracts. Any verbal agreements become effective only after written confirmation. Any declarations, notices, etc. addressed to us - with the exception of notices of defects and withdrawal or revocation statements - must be in writing to be legally effective and thus require an original signature or a secure electronic signature.

II. CONTRACT CONCLUSION/ELECTRONIC INVOICING/CANCELLATION FEES

- Our offers are non-binding and without obligation. Technical and other changes are reserved within reasonable limits.
- Purchases via our online store are only accepted by legally competent purchasers resident in Austria or Germany.
- With the order, Purchaser makes a binding offer of contract. For orders of goods submitted electronically, we will immediately confirm the receipt of the order. The receipt confirmation does not constitute binding acceptance of the order. The confirmation of receipt only constitutes an acceptance if expressly stated.
- The order is generally accepted with an order confirmation via e-mail. The scope of the contract is determined by our written confirmation. Purchaser must verify the contents of the order confirmation and report any discrepancies from the order immediately. Additional orders, amendments, and ancillary agreements must be in writing.
- We shall be entitled to accept the contract offer of an order within one week. When goods are ordered electronically, we shall be entitled to accept the order within three working days of receipt.
- If the order net value for goods is below EUR 60.00, we shall charge a minimum quantity surcharge of EUR 15.00 domestically for Austrian and EUR 30.00 for international orders.
- Purchaser has the right to withdraw from the contract without reason no later than five business days prior to the scheduled shipping date or, if a confirmation has not been provided to Purchaser, no later than the shipping date of the goods on payment of a cancellation fee of 25% of the purchase price (§ 909 ABGB (Austrian Civil Code), § 353 BGB (German Civil Code)).
- Purchaser agrees that invoices shall be created and sent to him electronically.

III. PRICES AND PAYMENT TERMS

- Our prices are ex works KBG Kunststoff-BearbeitungsGes.m.b.H., A-8724 Spielberg bei Knittelfeld, Korngasse 1, incl. packaging, unless otherwise specified in the order confirmation. All prices are valid until further notice. All our published prices are before all public charges, in particular including VAT. Obvious price errors are reserved. Our prices do not include the cost of delivery, assembly, or installation. These services are provided by us on request at extra charge.
- Installation and other services are available at an hourly rate of EUR 90.00 (incl. VAT). Travel and waiting times are considered working times.
- If there is a material change in the wage, material, or energy costs, each contracting party shall be entitled to demand an appropriate adjustment of the prices in consideration of these factors.
- To the extent not otherwise agreed, Purchaser is obliged to make full payment of the invoice amount at the time of the contract conclusion (prepayment). The payment of the order must be made to DIMOVE GmbH's bank account within 10 working days, stating your customer number and order number. Late payment may result in a delay in delivery. Invoices for service and installation services are payable upon receipt without deduction.

Payments must be made exclusively to the following bank account:

BIC: RLNWATWW,
 IBAN: AT38-3200-0000-1173-4944
 Account holder: DIMOVE GmbH bei der Raiffeisenlandesbank Noe-Wien AG.
 Reference: Kundennummer, Bestellnummer

Cash payments are not accepted.

5. Default Interest

- If Purchaser is a consumer, the default interest rate is 6% p.a.
- If Purchaser is a company, the default interest due to negligence is 11% p.a. above the base rate. The base rate in force on the last calendar day of each semester applies to the next six months. In the case of non-negligent default, the default interest rate is 6% p.a.

We reserve the right to make additional claims arising from the payment default.

6. Counterclaims

- Purchasers who are consumers shall have the right to compensation only in the event of our insolvency or in case of counterclaims that are legally related to their own liability, that have been established by a court, or have been acknowledged by us.
- Purchasers who are companies shall have the right to compensation only if their counterclaims have been established by a court or have been acknowledged by us. Furthermore, they shall not be entitled to withhold payments.

7. In the case of delayed payment, we may postpone the fulfillment of our obligations until receipt of payment upon written notice to purchaser.

IV. RETENTION OF TITLE

- The goods remain our property until full payment of the purchase price and coverage of all costs and expenses.
- Purchaser must handle the reserved goods carefully and shall insure them at his expense against fire, water, and theft at replacement value. Maintenance and inspections that are required shall be performed in a timely manner by Purchaser at his own expense.
 If third parties access the reserved goods, especially for seizure or other enforcement measures, purchaser must notify third parties of our property rights and notify us immediately in writing so that we can enforce our rights of ownership. In the event of damage or destruction of the goods, purchaser must also notify us immediately in writing. Purchaser must notify us immediately of a change in possession of the goods as well as a change of address.
 Purchaser shall reimburse us for all damages and costs incurred by us as a result of a breach of these obligations and of necessary intervention measures against access to the goods by third parties.
- In the event of a breach of contract, in particular default in payment, we are entitled to withdraw from the contract and reclaim the goods. In case of a breach of an obligation under section 2 of this contract clause, we are in addition entitled to withdraw from the contract and reclaim the goods if our adherence to the contract is no longer reasonable.
- Resale of the goods shall only be permitted if we have been notified in advance and in due time, stating the name or business name and the exact business address of the purchaser and we agree to the resale. In the event that we agree, the purchase price claims of Purchaser (company) resulting from the sale to a third party shall be deemed to be assigned to us in the amount of the invoice and we shall be entitled at any time to inform the third party of this assignment. We accept the assignment. After the assignment, the client is authorized to collect the debt. We reserve the right to collect the debt ourselves in the event that Purchaser does not meet his payment obligations and is in default of payment.
- In the case of multiple claims by us, payments of Purchaser shall first be allocated to those receivables that are not (or no longer) secured by retention of title or other securities.

V. DELAYS IN SHIPPING, RECEIVING AND PERFORMANCE/CHANGE IN PERFORMANCE/PARTIAL DELIVERY

- Delivery dates or deadlines, unless expressly agreed as binding, shall always be non-binding. Purchaser shall at any rate accept immaterial delays in delivery - and especially delays in delivery caused by supply difficulties, force majeure, and/or other circumstances not under our sphere of influence - and objectively justifiable delays in delivery without being entitled to a claim for damages or rescission.
- Objectively justified and reasonable changes of our performance or delivery obligations, including reasonable delays in delivery or short exceedance of payment terms on our part, shall be considered as approved in advance.
 In the event of delays in delivery, we shall notify Purchaser of the extent of the expected delay as soon as the likely extent of the delivery delays can be predicted, but no later than one week before the originally scheduled delivery date.
- We shall also be entitled to make partial deliveries and perform partial services at any time to the extent reasonable for Purchaser.
- If Purchaser is in default of acceptance, we shall be entitled to demand compensation for the resulting damages and any additional expenses. The same applies if Purchaser culpably violates obligations to cooperate. Upon occurrence of acceptance or debtor default, the risk of accidental deterioration or accidental loss passes to the Purchaser.

VI. TRANSFER OF RISK/SHIPPING/PACKAGING

- Transfer of Risk
 - For Purchasers who are consumers, the risk of accidental loss and accidental deterioration of goods passes to Purchaser upon the delivery of the goods, including goods purchased for delivery.

- If Purchaser is a business, the risk of accidental loss and accidental deterioration of goods passes to Purchaser with the delivery. In the case of goods purchased for delivery, said risks shall transfer to Purchaser upon acceptance of the goods by the carrier or by other persons or organizations contracted for the delivery.

The transfer shall not be affected by whether or not Purchaser is in default of acceptance.

2. As a rule, however, shipping is uninsured and at the expense of Purchaser. The cost of shipping is (prices in EUR):

Country	1 unit	2 units	3 units
Österreich	110	134	149
Germany	149	259	348
Switzerland	223	348	456
France	203	355	507
Spain	225	384	559
Italy	186	324	468
Hungary	140	221	297
Czech Republic	154	235	306
Belgium	159	240	338
Denmark	183	279	399
Finland	282	500	722
Greece	282	384	526
Great Britain	321	412	612
Netherlands	166	279	402
Norway	353	634	931
Portugal	269	451	666
Sweden	228	353	517
Luxembourg	203	299	419
Bulgaria	206	281	380
Estonia	242	367	497
Latvia	220	335	463
Lithuania	157	228	323
Poland	152	252	368
Romania	254	355	483
Slovakia	152	226	323
Slovenia	110	134	149

3. We try to take into account the wishes and interests of Purchaser in terms of type of shipment; any resulting additional costs - even if free delivery is agreed - shall be borne by Purchaser.
4. If shipment is delayed at the request or through fault of Purchaser, we shall store the goods at the expense and risk of Purchaser. In this event, the notification that goods are ready for dispatch shall be deemed equivalent to shipment of the goods.
5. At the request and expense of Purchaser, we will insure the shipment.

VII. RIGHT OF WITHDRAWAL OF CONSUMERS FROM ONLINE SHOPPING CONTRACT

1. When goods are ordered from our website (www.dimove.at, www.dimove.ch, www.dimove.de), an online shopping contract is concluded with Purchaser.
2. Purchasers who are consumers can withdraw from an online shopping contract within a period of two weeks from receipt of the ordered goods. Online shopping is a service of the information society that includes services that are provided electronically at a distance without the presence of the contracting parties, such as the online sales of goods and services.
It is sufficient that the notice of withdrawal is sent within the time limit without giving reasons.
3. Purchaser may cancel a contract within the above time limit, without giving reasons, in writing (e.g., letter, fax, e-mail) or - if the goods are delivered before the deadline - by returning the goods. The time limit begins with receipt of the right of withdrawal instructions in writing (e.g., letter, fax, email), but not before receipt of the goods by the consumer and not before fulfilling our information obligations (§ 5d para. 1 and 2, KSchG (Consumer Protection Act), Art. 246 § 2 in connection with § 1 para. 1 and 2, draft EGBGB (Introductory Act to the German Civil Code) and § 312 g para. 1 section 1 BGB (German Civil Code) in conjunction with Art. 246 § 3 BGB). To comply with the withdrawal deadline, it is sufficient to send the withdrawal notice within the time limit. The withdrawal notice must be sent to:
DIMOVE GmbH, A-2201 Gerasdorf bei Wien, Feldgasse 58-62
E-mail: office@dimove.at
4. In the event of a withdrawal, Purchaser is obliged to return any goods already received in the original packaging within a period of seven days to the address above. If purchaser cannot return the received goods in whole, in part, or only in deteriorated condition, Purchaser must pay a respective compensation. Purchaser has to compensate for the deterioration of the goods only if the use or the deterioration of the goods is due to handling of the goods beyond the inspection of the characteristics and functioning of the goods. "Examination of properties and functioning" means the testing and trying out of the goods, as it would be possible and common in a shop. Parcels are returned at our risk. Purchaser shall cover the

- regular cost of returning the goods if the delivered goods correspond to the goods ordered and if the price of the returned does not exceed an amount of EUR 40.00, or, in the event the price is higher, he/she has not made full or a contractually agreed partial payment for the goods at the time of withdrawal. Otherwise, the return is free of charge for Purchaser. Obligations to reimburse payments are fulfilled by us within 30 days. The period begins with the receipt of the notice of cancellation or the returned goods.
5. There shall be no right of cancellation for delivered goods that are produced according to customer specifications or clearly tailored to personal needs.

VIII. WARRANTY/LIABILITY/GUARANTEE

1. Supplementary Performance
 - Purchasers who are consumers have the choice whether supplementary performance is executed by repair or replacement delivery. We are entitled to reject the type of supplementary performance if this is possible only at disproportionate cost and the other type of supplementary performance would be without significant disadvantages for Purchaser.
 - For Purchasers who are companies, our guarantee for defects in the goods is performed, at our discretion, by repair or replacement.
2. If the supplementary performance fails, Purchaser may demand a price reduction (discount), cancellation (withdrawal) or payment for damages according to his/her choice. In case of minor defects, Purchaser shall have no right of withdrawal. If Purchaser chooses to receive payment for damages, the limitations of liability normalized below apply.
3. Purchasers who are companies are required to inspect the goods immediately for quality and quantity and notify us of recognizable defects within a period of one week from receipt of the goods; otherwise the assertion of warranty claims shall be excluded. Hidden defects must be reported to us by Purchaser within one week from discovery. The timely dispatch shall be sufficient to observe the deadline. Purchaser bears the burden of proof for all claims, in particular for the defect itself, for the time of discovery of the defect, and the timeliness of the complaint.
4. Warranty Period
 - The warranty period for Purchasers who are consumers is two years after delivery of the goods or after performance of services.
 - The warranty period for Purchasers who are companies is one year from the date of delivery or after performance of services.
5. We shall only be liable for damages caused by intentional or grossly negligent breach of duty and for damages resulting from negligent violations of essential contractual obligations. In the latter case, liability shall be limited to damages typically foreseeable at the time of the conclusion of the contract. In the event of slightly negligent breaches of non-essential duties, by the breach of which the performance of the contract is not jeopardized, we and our agents shall not be liable. For Purchasers who are consumers, the limitation of liability for slight negligence shall not apply.
The foregoing limitations of liability shall not apply to claims of Purchaser arising from product liability nor to bodily injury or damages to health or death of people attributable to us.
6. Any recourse claims (§933b ABGB (Austrian Civil Code), §478 BGB (German Civil Code)) are excluded unless the claimant proves that the error was caused under our influence and was at least caused by gross negligence.
7. Beyond our warranty, the manufacturer guarantees the delivered goods for one year; it is up to Purchaser to make claims resulting from the manufacturer's warranty directly against the manufacturer. No claims of any kind shall result against us from the manufacturer's warranty. Any claims resulting from the manufacturer's warranty must be made directly to the manufacturer:

KBG Kunststoff-BearbeitungsGes.m.b.H.
Korngrasse 1
A-8724 Spielberg bei Knittelfeld
Tel.: +43 [0] 3577 - 25 000
Fax: +43 [0] 3577- 25 644
E-Mail: office@kbg.at

IX. CONFIDENTIALITY/PROPERTY RIGHTS AND COPYRIGHTS

1. Purchaser undertakes to maintain secrecy over knowledge received as a result of the business relationship.
2. We reserve the right to ownership and copyright for all figures, calculations, drawings, and other documents, such as brochures, catalogs, samples, presentations, and the like. Any use, disclosure, copying, publication, provision, including copying in part, is prohibited without our express written consent. We reserve the right to recover all of the above documents at any time and they must be returned to us immediately and without request if the contract is not concluded.

X. PRIVACY POLICY

1. With our privacy policy, we notify Purchaser of the following:
 - Nature and scope, duration and purpose of collection, processing, and use of the personal data required for the execution of orders and invoicing;

- The transfer of data to third-party companies subject to the data protection legislation for the purpose and the duration of shipment of the goods and processing of payments;
 - the right to an individual's free access to his stored personal data;
 - the individual's right to rectification, deletion, or blocking of his stored personal data;
2. Any collection, processing, and use of personal data beyond the scope of Section 1. requires the consent of Purchaser. Purchaser has the option to grant such consent prior to placing the order. Purchaser has the right to revoke this consent at any time with effect for the future.

XI. LINKING:

1. Links on our homepage will be deleted if they lead to pages that contain prohibited content.
2. Prohibited content includes content that violates rights of third parties (especially copyright, trademark, and name rights, right to the image) or that is threatening, offensive, libelous, abusive, racist, glorifying violence, harassing, pornographic, or harmful to minors or otherwise objectionable to morality.

XII. PERFORMANCE/JURISDICTION/APPLICABLE LAW

1. The place of performance for our deliveries is the seat of the KBG Kunststoff-Bearbeitungs Ges.m.b.H. with headquarters in A-8724 Spielberg bei Knittelfeld, Korngasse 1.
 - If Purchaser is a consumer, the payments made to us are deemed timely if the transfer order is placed before the due date.
 - Payments from Purchasers who are companies are deemed timely if they are credited to our bank account on the due date; the date of receipt is therefore of the essence.
2. The place of jurisdiction for all disputes arising directly or indirectly from this contract is agreed to be the local competent court at our headquarters.
 - If Purchaser is a consumer, the place of jurisdiction shall be considered as agreed if Purchaser's domicile, habitual residence, or place of employment is in this court parish or if Purchaser lives abroad.We reserve the right to sue in the general jurisdiction of Purchaser.
3. Austrian substantive law applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.
 - For Purchasers who are consumers, this choice of law applies only in so far as the protection provided is not revoked by mandatory provisions of the law of the country in which Purchaser has his habitual residence.

XXIII. FINAL PROVISIONS

1. If any provision of the contract with Purchaser, including these General Terms and Conditions, are deemed wholly or partially invalid or lose their legal validity at a later time, the validity of the remaining provisions shall not be affected.
 - If Purchaser is a consumer, the legal regulations shall replace the wholly or partially invalid provisions.
 - If Purchaser is a company, the wholly or partly invalid provisions are replaced by provisions the economic result of which comes as closely as possible to the invalid provision.The same applies in the event of contractual loopholes not foreseen by the Parties.
2. Liability for any typographical and printing errors or omissions is excluded.
3. The headings of the provisions contained in these terms of sale are for convenience only and may not be used for their interpretation.

LEGAL NOTICE:

DIMOVE GMBH

A-2201 Gerasdorf bei Wien, Feldgasse 58-62

Executive Director: Dietmar Molzer

M: +43/699/13134000

E: office@dimove.at

Banking information: BIC: RLNWATWW, IBAN: AT38-3200-0000-1173-4944

Company register number: FN 395606 z

Jurisdiction: Vienna

VAT: ATU67892355

ARA licence number: 11898