

1. General

Unless defined otherwise overleaf, solely these General Conditions Relating to the Purchase of Goods and the Utilisation of Services Terra Mater Factual Studios GmbH, Wambachergasse 2, 1130 Vienna, Austria (hereafter referred to as "Terms of Purchase") shall form contractual content. Provisions that deviate from or extend beyond our Terms of Purchase shall only apply insofar as we expressly indicate this in writing. This also applies in the event that the general terms and conditions of the supplier provide to the contrary and we do not expressly contradict such provisions.

Offers submitted to ourselves together with any plans, documents, samples, materials and similar shall attract no remuneration, regardless of any preliminary work involved.

In the case of established business connections, subsequently placed orders including those placed verbally shall be regarded as placed under our Terms of Purchase even where no specific reference is made thereto.

2. Purchase orders

Purchase orders are only legally binding on ourselves where officially signed by duly authorized representatives. In order to be valid, amendments or additional agreements require our written assent and our official signature. The supplier is obliged to notify us without delay of any ambiguities or options relating to the kind of goods, the scope of performance or the quality of the service to be rendered, in order that we can arrange clarifications in writing. The supplier shall be liable for any costs arising from failure to comply with this obligation. The order value cannot be exceeded in any case. The supplier is obliged to check the performance documents supplied by ourselves without delay and free of charge, paying particular attention to the completeness and the proper technical, legal and procedural feasibility thereof and to notify us without delay in writing of any reservations concerning the intended type of performance. The supplier shall be liable for any consequences resulting from failure to do so.

Where no prices are indicated in the purchase order, these must be stated in the relevant order confirmation and confirmed by us in writing; in each case, we reserve the right to object or cancel within a reasonable period.

3. Delivery

The order awarded may not be transferred to any subcontractor without our agreement, either in full or in part.

Any anticipated delays to delivery must be advised immediately. If the agreed delivery deadline is exceeded, regardless of the reason for the delay, we shall be entitled to withdraw from the order in full or in part, without fixing a period of grace. If, despite the deadline being exceeded, we declare our readiness to accept delivery and special measures are necessary, all costs associated with these (e.g. air freight or express freight charges, etc.) shall be borne by the supplier. We shall be entitled to make changes to quantities and dates in respect of orders placed, taking account of the reaction time agreed.

4. Trade terms

Where trade terms are agreed in accordance with International Commercial Terms (INCOTERMS), the INCOTERMS 2010 shall apply.

5. Shipping

In the absence of relevant shipping documents the order will not be accepted and further processed, but the delivery will be stored at the risk and cost of the supplier. The delivery must be dispatched properly and packaging must be suitable for the means of transport used; dispatch must in particular accord with our shipping instructions. The supplier shall be liable for any damage arising from non-compliance with such instructions.

We are entitled to obtain at our cost a certificate of inspection issued by an independent and renowned international agency

before goods are shipped. In case more goods are produced than the amounts stated in the order(s), we can either request delivery of such goods at a price to be agreed or to request the supplier to destroy the excess goods at the supplier's cost whereby the supplier must provide us with evidence of such destruction.

6. Prices

Prices, which include packaging, are fixed prices that may not be raised for any reason whatsoever.

7. Invoicing

Following proper delivery (performance), invoices, taking account of relevant formal VAT law provisions, must be sent in duplicate to Terra Mater Factual Studios GmbH, Wambachergasse 2, 1130 Vienna, Austria. Invoices must contain all required and applicable data such as, in particular, the IBAN number, BIC code or UID number. Otherwise, any costs incurred as a result of failure by the supplier to do so must be borne or reimbursed by the supplier.

8. Payment

Payment is made by bank transfer to an account specified in writing, applying a cash discount of 3% within 14 days of goods and invoice receipt or net within 60 days. This period relates to the authorisation of the bank transfer. Payment implies no acknowledgment of the proper nature of delivery (performance) and therefore no waiver of our entitlement to claims for faultiness in performance relating to warranties or compensation. Payments against invoice receipt and advance payments are excluded in any case. No securities are furnished for proper payment.

9. Prohibition of assignment

Claims incurred by the supplier against us may not be assigned to third parties.

10. Transfer of goods, guarantee, complaints against the vendor

When the goods are delivered, an employee authorised by us signs the shipping documents. This provides confirmation of receipt only, but not confirmation of the quality and quantity of that delivery.

In the absence of a separate written agreement, the supplier shall give full warranty and guarantee for a period of 2 years for the execution of the delivery (performance) in compliance with the order and ensure conformity with all relevant legal and Austrian standards (ÖNORM) provisions.

Any deficiencies must be asserted within 2 years of acceptance in the case of movables and within 3 years of acceptance in the case of immovables; the supplier waives any objection to delayed filing of complaints in accordance with § 377 of the Austrian Commercial Code.

Without prejudice to our other legal contingencies, we have the right in case of liability, even where the deficiency is minor or rectifiable, to demand at our discretion a free substitute delivery, rescission, free rectification of the deficiency or an appropriate price reduction, or to have the deficiency rectified at the cost of the supplier. The warranty and guarantee term shall begin again when the deficiency is finally rectified.

The supplier shall accept unlimited liability to ourselves and third parties for all damage and consequential damage resulting from the delivery of deficient goods.

This liability is unrelated to the negligence of the supplier or the recognition or discernibility of deficiencies in respect of the delivery. The supplier is obliged to indemnify us against claims of third parties resulting from such deficiencies. The supplier confirms that it has bought adequate product liability insurance with a cover of at least EUR 10 million per incidence. The insurance cover must be provided by an insurance company with a rating (according to Standard & Poors, Moody's or Fitch) of BBB-/Baa3 or better. Supplier shall provide a copy of the relevant insurance policy to us upon request.

11. Production documents

Samples, models, drawings, stereotypes and other materials provided by ourselves remain our property; this also includes intellectual property, which is at our exclusive disposal and which must be indicated as such. These materials must be used exclusively to perform our orders; they shall not be made accessible to or transferred to uninvolved or external third parties in the performance of orders. They must be returned to us immediately and free of charge following delivery of the order. Drafts or other services – of whatever kind – prepared for us by the supplier shall transfer into our property with all rights, in particular all rights of utilisation. If supplier services are protected by intellectual property rights, we shall have global rights of exploitation (in whatever form) in respect of the drafts or other services prepared for us by the supplier and these rights shall be irrevocable, exclusive, indefinite, and with unlimited territorial scope. We are also entitled to transfer these rights in full or in part to third parties, award sub-licences, grant rights and/or approval of exploitation and exercise these rights ourselves or through third parties. We are entitled to apply for registration of the services rendered, in full or in part or in connection with other services of the supplier, by ourselves or by third parties, as a trademark, registered design, utility model, patent or other industrial property right available now or in the future in Austria, outside of Austria or internationally, in particular the EU area. Insofar as is permissible under the relevant legal system, the supplier waives any nomination in connection with the registration, in particular as author, creator, designer or inventor, and shall make all declarations required as part of the registration procedure. The granting of this right is fully covered by the remuneration for the purchase of goods or utilisation of services.

12. Tools

Tools and devices, including all spare parts, design drawings, documentation, maintenance documents, operating instructions, rights, etc., constructed on our behalf and paid for by ourselves are our absolute property, of which we may dispose at any time without incurring additional costs.

13. Confidentiality

The supplier is obliged to protect the confidentiality of all information connected with any contractual relationship with ourselves and also the existence of such contractual relationship even after the termination of the business relationship. In particular, any form of advertising that makes reference to the products supplied or the contractual relationship with us is prohibited. The name or trademark of the manufacturer may only appear on goods produced to our specifications with our express consent in writing. Any such consent only applies to the specific case for which it was granted.

14. Patents, designs, copyright, trademarks

The supplier is obliged to indemnify us against any disputes linked to patents, design rights, copyright, or trademarks arising in connection with the delivery and/or performance and to guarantee us the unrestricted usage of the goods supplied and/or services rendered as well as their freedom from all rights of third parties.

15. Place of performance

The place of performance is the receiving point specified in the purchase order. Delivery is rendered at the cost and risk of the supplier.

16. General applicability clause

In the event one of these provisions becomes legally invalid, this shall have no bearing on the remaining provisions of these Terms of Purchase.

17. Jurisdiction, choice of law

If the supplier has its seat in a EU country, Iceland, Norway or Switzerland, the exclusive place of jurisdiction for all disputes

arising in connection with the contractual relationship with the supplier shall be the court having competence as regards the subject matter for Vienna- Inner City, Austria. If the supplier has its seat in none of the aforementioned countries, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna. Austrian law shall be the applicable law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Status May, 2018