

# Conditions of Purchase

## ARRI Cine & Video Geräte Gesellschaft m.b.H. (ARRI)

<p><b>1. Orders and acceptance</b></p> <p>1.1. Orders and purchases by ARRI (the "purchaser") shall be made on the basis of the following conditions of purchase. The conditions of purchase shall be deemed to have been accepted on acceptance of the order.</p> <p>1.2. The purchaser may withdraw its order if the order has not been accepted within 5 working days after receipt of the order. Acceptance of the order must comprise all essential order details, in particular the order number, order date and identification number.</p> <p>1.3. In the event that the order as accepted is at variance with the order made, the purchaser shall be bound by the order only to the extent that it agrees the variances in writing. The purchaser shall not be bound by the seller's standard terms and conditions unless they conform in full with the purchaser's conditions or the purchaser agrees in writing to their application. Acceptance of services or deliveries (together referred to hereafter as the "delivery") shall not be deemed to constitute consent even if the purchaser does not explicitly reject the seller's conditions.</p> <p><b>2. Price</b></p> <p>2.1. The agreed price shall be deemed to be a fixed price.</p> <p><b>3. Delivery dates</b></p> <p>3.1. Punctual delivery shall be assessed according to the point in time at which the delivery is received by the receiving centre specified by the purchaser. Should a delivery require installation or assembly or services then the time of acceptance shall be the decisive point in time.</p> <p>3.2. The seller shall notify the purchaser without delay if and as soon as it becomes apparent that a deadline cannot be adhered to (whether in full or in part). Acceptance of a late delivery shall not constitute a waiver of the purchaser's right to claim damages.</p> <p><b>4. Delivery</b></p> <p>4.1. Risk in relation to any delivery shall not pass to the purchaser until the delivery has been received by the collection point centre specified by the purchaser. Should a delivery require installation or assembly then risk shall pass at the time of acceptance.</p> <p>4.2. The cost of delivery and packaging shall be borne by the seller. The seller is liable in respect of any inappropriate or insufficient packaging.</p> <p>4.3. The purchaser is not obliged to accept delivery in parts. The outstanding amount shall be listed in the event of a delivery in parts having been agreed.</p> <p>4.4. The seller shall notify the purchaser of despatch without delay. For each delivery the relevant delivery note or other suitable documentation showing volume, order number and identification number shall be issued and visibly attached to the delivery.</p> <p><b>5. Warranties and liability</b></p> <p>5.1. The seller agrees to give a warranty for no less than two years from the point in time at which risk passed. In the event that a written notice of defects is given, the limitation period for warranty claims shall recommence.</p> <p>5.2. The seller warrants that the delivery complies with current regulations governing the protection of workers, accident prevention and pollution control. If this is not the case the purchaser shall be entitled to refuse to accept the delivery or require it to be collected by the seller without delay at the seller's expense.</p> <p>5.3. The purchaser may at its discretion require defects to be remedied in full or new goods or services that are free from defects to be provided at the seller's expense. The purchaser may assert these rights prior to the passing of risk in addition to its right to contractual performance.</p> <p>5.4. The purchaser shall set a reasonable deadline for the remedy of defects or the provision of new goods or services. In the event of any breach the purchaser may rescind the contract in full or in part without compensation, demand a reduction in the purchase price, demand subsequent rectification of defects at the seller's expense, procure a substitute or claim damages for non-fulfilment. The purchaser need not set a deadline if the seller has declared that it shall not be willing to comply with the warranty at all or on time or that it shall not be capable of doing so. This shall not affect any further claims, in particular compensation for wasted disbursements.</p> <p>5.5. The purchaser may return defective goods or services to the seller straight away at the seller's expense and risk without giving the seller prior notice thereof.</p> <p>5.6. If the seller should be in default and there is a pressing need for subsequent rectification of defects, in particular so as to avoid the purchaser itself defaulting, the purchaser may arrange for subsequent rectification without the need for a deadline to be set. The cost of this shall be borne by the seller.</p> <p>5.7. The seller covenants to inspect deliveries in detail as to any defects and to do everything it can in order to avoid product liability. In the event that any third party claim is made against the purchaser due to defects in the delivery, the purchaser may claim compensation for all damage suffered and in addition demand a release from liability. The seller's duty to pay compensation includes the cost of e.g. a preventative recall in order to prevent damage.</p> <p>5.8. The seller is obliged to obtain adequate insurance cover against all risks of damage.</p> <p>5.9. The seller shall be liable for negligence.</p>	<p><b>6. Duty to notify</b></p> <p>6.1. The seller is obliged to notify the purchaser without delay if the order is not suitable for use for the intended purpose.</p> <p>6.2. Prior to delivery the seller shall notify the purchaser in writing of any changes in comparison with previous deliveries in particular as regards materials, specification, etc. Any kind of change shall entitle the purchaser to rescind the contract at no cost to the purchaser.</p> <p><b>7. Supplies and materials provided</b></p> <p>7.1. Drawings, plans, drafts and any other production resources (samples, models, tools and equipment) of the purchaser or any other materials of the purchaser (together referred to hereafter as "materials") which are made available to the seller or which are manufactured at the purchaser's expense shall remain or become the property of the purchaser. The seller shall obtain insurance cover against impairment or damage for all such materials made available to the seller. The seller shall be liable to compensate for any impairment of or damage to the materials made available by the purchaser.</p> <p>7.2. Any processing or rearrangement of materials in accordance with clause 7.1 shall always be for the purchaser. In the event that the purchaser shall not become the owner of the newly manufactured or rearranged object according to legal terms, the purchaser and the seller hereby agree that the purchaser shall become the proprietor of the new or rearranged object at the time of the processing or rearrangement. In the event of any combination with or nonseparable incorporation into other materials the purchaser shall acquire joint ownership of the new object in proportion to the value of the materials made available by the purchaser at the time of the combination or incorporation in relation to the other materials. The objects shall be kept in safe custody by the seller for the purchaser at no cost to the purchaser.</p> <p><b>8. No rights of retention or set-off</b></p> <p>8.1. The seller is not entitled to assert any right of retention nor to set off counterclaims unless these are undisputed or a final judgment has been issued in their respect.</p> <p><b>9. Confidentiality</b></p> <p>9.1. The contract shall be kept in confidence. The seller may not refer to its business relationship with the purchaser without the purchaser's prior written consent. In particular the seller may not use the purchaser's company name or brands without the purchaser's prior written consent.</p> <p>9.2. The seller covenants to keep confidential all non-public commercial or technical information obtained by the purchaser. Third parties engaged by the seller shall be bound likewise. The duty of confidentiality shall continue notwithstanding that cooperation between the purchaser and the seller may have been determined conclusively.</p> <p><b>10. Invoicing and payment</b></p> <p>10.1. Invoices must include all order details. The invoice shall not be deemed to be due for payment if all or part of these are missing.</p> <p>10.2. Payment is to be made within the terms stated in the order.</p> <p><b>11. Assignment and asset deterioration</b></p> <p>11.1. The seller may not assign the contract in full or part to any third party without the prior written consent of the purchaser. In the event of any unauthorised assignment the purchaser shall be entitled to rescind the contract in full or part and/or to claim damages.</p> <p>11.2. The seller may not transfer its claims against the purchaser without the purchaser's prior written consent nor allow these to be collected by any third party.</p> <p>11.3. The purchaser shall have a right to rescind the contract in the event of any deterioration in the seller's assets or if the seller becomes insolvent.</p> <p><b>12. Miscellaneous provisions</b></p> <p>12.1. The purchaser's registered office shall be the place of performance.</p> <p>12.2. The place of jurisdiction shall be Vienna in the event of the seller being merchant.</p> <p>12.3. These conditions shall be exclusively governed by Austrian law. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded from this contract.</p> <p>12.4. Amendments, additions or supplementary agreements to this contract shall not be valid unless made in writing. This same shall apply in respect of setting aside the written form requirement.</p> <p>12.5. In the event that any of the aforementioned provisions shall be or become void in full or part this shall not affect the validity of the remaining provisions of this contract. The parties covenant to agree a provision in place of the void provision which fulfils the intended purpose as closely as possible. The same</p>
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