

PURCHASING TERMS AND CONDITIONS

Libro Handelsgesellschaft mbH

November 2015

1. Scope of application

- 1.1 Unless otherwise agreed in writing, these Purchasing Terms and Conditions apply to all legal transactions relating to the supply of goods and provision of services between Libro Handelsgesellschaft mbH (hereinafter referred to as "Libro") and the supplier of goods or provider of services (hereinafter referred to as "the Supplier").
- 1.2 By submitting an offer, issuing an order confirmation, accepting an order from Libro or delivering ordered goods, the Supplier is deemed to have accepted these Terms and Conditions. If Libro has a long-standing business relationship with the Supplier, these Terms and Conditions shall apply, even in the event that no specific reference is made to their applicability.
- 1.3 The Supplier's General Terms and Conditions of Business and standard forms shall under no circumstances be recognised or incorporated into legal transactions (contracts), irrespective of whether or not Libro was aware of their existence, whether or not Libro disputed their validity, and irrespective of whether or not they conflict with these Purchasing Terms and Conditions. Acceptance of a delivery without objection shall in no way imply acceptance or recognition by Libro of the Supplier's General Terms and Conditions or standard forms.
- 1.4 Any deviation from these Purchasing Terms and Conditions shall only be valid if expressly agreed in writing by the contracting parties.

2. Orders and order confirmation

- 2.1 Libro shall place all orders electronically or in writing, in a format customary in the market or in a format agreed between Libro and the Supplier. Orders placed orally and oral amendments or additions to orders are excluded.
- 2.2 The Supplier shall confirm all orders promptly, and within three working days of receipt, either electronically or in writing, in a format customary in the market or as agreed between Libro and the Supplier (order

confirmation). An order placed by Libro shall not be binding if Libro does not receive a corresponding order confirmation from the Supplier within three working days of the order being placed.

- 2.3 The order number and date must be included in all correspondence with Libro.
- 2.4 The Supplier's proposals in respect of a legal transaction shall represent a binding offer if the goods or services concerned are described in sufficient detail. The Supplier shall be bound to such an offer for at least 14 days following receipt of the offer by Libro. The costs associated with preparing, creating and sending the offer shall in all cases be borne by the Supplier. Libro shall not be under any obligation to retain or return the offer or any attached documents.
- 2.5 Price quotations issued by the Supplier are binding. The Supplier is responsible for ensuring the accuracy of such quotations, unless otherwise agreed in writing.

3. Conclusion of a legal transaction (contract) and amendments to details of a contract

- 3.1 A legal transaction (contract) is deemed to be concluded upon acceptance by Libro of a valid offer from the Supplier (acceptance/order confirmation), or upon confirmation by the Supplier of a valid order placed by Libro. If the Supplier proceeds to execute the contract, this shall be deemed to constitute acceptance on the Supplier's part.
- 3.2 If the Supplier's acceptance contains additions to or deviations from the order as placed by Libro, these additions or deviations shall not be considered valid, unless attention is expressly drawn to them by the Supplier. Conclusion of a legal transaction (contract) requires the subsequent express written agreement of Libro to such amendments or additions. Acceptance of the delivery by Libro shall not imply agreement to such amendments or additions.
- 3.3 In the event that the acceptance (order confirmation) issued by Libro differs from the Supplier's offer, the discrepancy is deemed to have been approved if the Supplier does not object within 14 days of receipt of the acceptance, and by the latest upon execution of the delivery.

4. Delivery of goods and provision of services

- 4.1 The delivery of goods or provision of services shall only be deemed to be in accordance with the contract if: (i) the ordered quantity is delivered; (ii)

the goods are produced or the services provided in accordance with the agreed specifications; and (iii) the goods or services are fit for the purpose for which they are commonly intended; and (iv) the goods or services are fit for the purpose which the Supplier was expressly or otherwise informed of; and (v) the goods or services satisfy the reasonable health and safety expectations of Libro and its customers with regard to protection of physical wellbeing, life, health and property, based on the latest, generally accessible technological and scientific standards; and (vi) the goods or services comply with all Austrian and international statutory consumer, employee and environmental protection regulations, and (vii) the goods or services are free from any third-party rights and claims, in particular those relating to industrial and intellectual property rights.

- 4.2 If statutory consumer, employee or environmental protection regulations include labelling requirements, or requirements for the preparation and provision of declarations of conformity, statements of compliance, operating and assembly instructions, and safety and warning notices, the issue of such documents to Libro shall also form part of the Supplier's duties in the delivery of goods and provision of services.

5. Protective provisions and information

- 5.1 Where applicable, at the time of delivery the Supplier must comply with the Austrian and international statutory regulations as amended regarding the prohibition of certain substances, including Directive 2002/95/EC on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) and Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

With regard to the provisions of the REACH Regulation, the Supplier has a duty to provide Libro with the declarations of conformity contained in Annex 1.

Declarations of conformity must also be provided with regard to Directive 2002/95/EC (RoHS).

- 5.2 The Supplier shall provide Libro with all necessary and useful information related to the goods to be delivered or the service(s) to be provided, in order that Libro may fulfil its statutory obligations in respect of consumers, employees and environmental protection. This includes but is not limited to information regarding packaging, transport, storage, use and waste disposal.

6. Delivery

- 6.1 Delivery times and dates are binding for the Supplier. Delivery must be made punctually at the place of delivery expressly agreed or specified in the Purchasing Terms and Conditions. Partial deliveries require the express approval of Libro. Additional expenses incurred for express delivery in order to meet the required delivery time or date shall be borne exclusively by the Supplier. The Supplier must inform Libro immediately in the event of a foreseeable delay in delivery.
- 6.2 In the event of a delay in delivery for which the Supplier is responsible a contractual penalty of 1% of the net purchase price of the delayed delivery shall be applied for each day of delay, up to a maximum of a total of 10% of the net purchase price of the delayed delivery, irrespective of fault. The Supplier waives its entitlement any judicial reduction of such penalty. Libro reserves the right to separately claim compensation for damages exceeding this amount.
- 6.3 If the Supplier fails to deliver the ordered goods, or determines that delivery will not be possible by the agreed date, Libro is entitled to withdraw wholly or partially from the contract, and/or to claim compensation for damages. In such cases, Libro shall not have any obligation to give prior notice of such action to the Supplier, or to grant a period of grace. By accepting delayed deliveries, Libro does not waive its entitlement to exercise any claims under these Terms and Conditions or under the law.
- 6.4 In the case of grounds or events beyond the control of Libro which result in the cessation or restriction of operations, such as disruptions of operations of any kind, official orders, force majeure, strikes or lockouts, Libro is entitled to delay the performance of its purchase obligations or to withdraw wholly or partially from the contract. In such cases the Supplier shall not be entitled to assert claims of any kind against Libro.
- 6.5 The dispatch and delivery of goods to Libro is at the Supplier's risk. The ordered goods must be packed for delivery appropriately and in accordance with standard commercial practice. The Supplier shall be liable for any damages resulting from defective or inappropriate packing. The Supplier shall also be liable for any damage caused by assistants or by third parties entrusted with the delivery, to the same extent as if the Supplier were at fault.

7. Terms of delivery for Müllendorf central warehouses

Unless otherwise expressly agreed in writing with the Supplier, delivery to the central warehouses of MTH Retail Group (address: MTH Logistik

GmbH, Industriestrasse VI/4, A-7052 Müllendorf) shall be made in accordance with the following terms.

7.1 Delivery and unloading procedure

1. Trucks must be parked at the entrance with the ramp in the upright position.
2. The driver must then contact the Goods Reception Manager in the area indicated and give the delivery note(s) to the Goods Reception staff.
3. The delivery note(s) is/are then checked by the Goods Reception staff.
4. The truck is allocated a ramp and a bay in the goods reception area for unloading. The driver is responsible for unloading at the allocated goods reception bay, where possible using a manual pallet truck.

7.2 Goods acceptance and goods reception

The Goods Reception staff receive the goods and confirm conditional acceptance on the delivery note.

Following unloading and receipt of the goods, the driver and the truck must vacate the ramp immediately in order to avoid delays to subsequent deliveries.

7.3 Pallets

Goods must be delivered on Euro or Chep (120x80cm) pallets suited for use with pallet handling equipment. The maximum height for deliveries including the pallet is 160cm. Stacked pallets will not be accepted. Owing to the specifications of Libro's automated racking system, wooden Euro and Chep pallets may not exceed 1,000kg in weight, including the pallet.

A disposal fee of EUR 4 per pallet will be charged for goods delivered on disposable pallets. This amount will be deducted from the respective invoice by means of a debit note.

For non-palletised deliveries, a charge of EUR 30 per man hour is payable based on the actual time taken for unloading. This amount will be deducted from the respective invoice by means of a debit note.

The actual time taken for unloading is recorded on the delivery documentation, which is then countersigned by the driver. Any repackaging costs are likewise deducted from the respective invoice by means of a debit note. In principle, Euro pallets are exchanged on a one-for-one basis and the number of pallets is recorded on the delivery note. If a complete exchange is not possible, the Goods Reception Manager shall issue a

pallet credit voucher, which shall be valid only with authorised stamp and signature.

Load carriers (pallets) are deemed to be defective if:

- A top plank or bottom plank is damaged to such an extent that more than one nail or screw shaft is visible
- The markings “EUR” on the right-hand side and the railway company designation on the left-hand side are missing
- A plank is missing
- A block foot is missing, or is split to such an extent that more than one nail is visible
- A plank is broken
- More than two top planks or bottom planks are damaged to such an extent that more than one nail or screw shaft is visible

With regard to the securing of goods during transportation, the following should be noted:

- Upon departure from the Supplier, loaded pallets must not exceed the maximum height of 160cm, must not be stacked, and the loaded goods must not protrude beyond the edge of the pallet (overhang).
- Overhangs occurring during transportation must not exceed 5cm.
- All loaded pallets must be stretch-wrapped and clearly marked ‘Do not tear stretch wrap’ or ‘Do not disassemble’, as instruction for the transport agent.

All display stands mounted on 1/4 Chep pallets must additionally be placed on a Euro pallet:

- Article description
- Quantity
- EAN of the display stand
- Each individual display stand must be secured with strapping tape

If a pallet displays any of the defects described above, or in any other way does not meet the agreed specifications, Libro shall repallet the goods at the Supplier’s expense. In the event of a repeated breach of this provision, a penalty of EUR 500 is payable in each case.

7.4 Delivery note/consignment note

All deliveries must include two delivery notes which do not contain the purchase price. The inclusion of invoices is not permitted. All invoices must be sent directly to the Libro Accounts (*Buchhaltung*) Department.

The delivery note must be attached to the pallet or goods package in a shipping envelope, or handed in person to the recipient of the goods. The number of pallets/goods packages and the order number must be recorded on the consignment note/delivery note.

The delivery note must also include the delivery date, the name of the Libro contact person, the exact product specifications including the product name, EAN code and the order unit (*Bestelleinheit*, BE), the Libro article number, and the ARA licence number. These details must be clearly legible.

In the case of transport by third parties/carriers, the consignment note must clearly refer to the delivery company. At the request of Libro, delivery notes shall be sent electronically, in a format customary in the market or as agreed between Libro and the Supplier.

7.5 Labelling

All items must display a sales EAN code, as described below. A B-EAN code must be displayed on the exterior packing of each article in the order unit (BE).

Minimum specifications for sales/B-EAN codes:

- EAN8, EAN13 or EAN128 barcode
- Minimum module width: 0.25mm, ideally 0.35mm
- Maximum module width: 0.66mm
- Minimum quiet zone width: at least ten times the module width and at least 3mm, depending on the bar code type
- 'Module width' refers to width of each individual bar in the bar code (alternating black/white)
- Quiet zone colour: identical to the colour of the spaces in the bar code
- Minimum print quality: ANSI grade B or EN ISO 3
- Contrast: to ANSI grade B standard
- Colour: (matt) black on a white background
- The EAN must be displayed on a flat surface, and not across a corner of the packed order unit.

Articles that do not display a sales EAN code in compliance with the aforementioned specifications, or that do not display a B-EAN code, cannot be accepted, and following consultation with the Libro Purchasing (*Einkauf*) Department will either be returned to the Supplier, or affixed with the appropriate labels at a cost of EUR 0.15 per label to be borne by the Supplier. In the event of a repeated breach of this provision, a penalty of EUR 500 is payable in each case. Goods must be delivered in such a way that they are clearly identifiable.

7.6 Packing

Goods must be delivered in Palbox containers stacked on a pallet, or in another type of transport container. Libro shall not be liable for the return of reusable containers used for delivery. The packing unit must correspond with the order unit (BE) from the respective Libro order. If the EAN codes or the order unit (BE) do not correspond with the respective Libro order, a penalty of EUR 500 is payable. This amount will be deducted from the respective invoice by means of a debit note.

7.7 Advance notice/delivery time

The Goods Reception Manager must receive advance notice of delivery dates at least three working days in advance. Delivery dates are subject to agreement of the Goods Reception Manager. The details of the delivery date can be submitted on working days between 8.00am and 4.00pm by e-mail to

aviso@mth-retailgroup.com

or in exceptional cases by telephone on +43 (0)676 89913325. The advance notice must contain the following information:

- Delivery company (name, contact person, telephone number, e-mail address)
- Scheduled delivery date
- Time of arrival (three-hour window)
- Number of pallets

In the case of delivery by a freight forwarder/carrier, advance notice is required from both the Supplier and the freight forwarder/carrier. Advance notice from the Supplier is required in the case of deliveries performed by parcel service. The Goods Reception Manager is entitled to refuse deliveries made without advance notice.

Deliveries can only be received at the following times:

MONDAY-THURSDAY, 6.00am–2.00pm
FRIDAY, 6.00am–1.00pm

7.8 Declaration of goods

The Supplier is responsible for properly declaring the goods. Declarations must comply with Austrian customs regulations.

7.9 Terms of delivery

Delivery free of charge to central warehouses of MTH Retail Group – MTH Logistik GmbH, A-7052 Müllendorf (delivery at allocated goods reception bay), including all incidental costs.

7.10 Damages

The Supplier shall be liable for any damages to the delivery during transportation. Packing instructions are mandatory elements of the order.

7.11 Differences in quantity/complaints

The delivery note must concur fully with the delivered consignment. In the case of additional deliveries, a new delivery note must be issued. In the event of discrepancies, the Goods Reception Department will indicate on the delivery note those items that could not be duly received, by means of an error code (*Fehlercode*, FC). The amended delivery note will be attached to any returned goods. Libro reserves the right to notify the Supplier of any deliveries that are not properly executed within seven working days.

8. Returns

8.1 In the case of goods returned by Libro to the Supplier, Libro shall issue the Supplier with an invoice for the amount of the purchase price charged to Libro by the Supplier, without deductions. Unless otherwise stated on this invoice, payment must be made in full to Libro by the Supplier within 15 days of receipt of invoice.

8.2 All goods returned to the Supplier by Libro, to which Libro has already acquired title, remain the property of Libro until such time as payment of the relevant invoices issued by Libro has been received in full. In the event that Libro and the Supplier conclude a separate agreement for the supply of alternative goods in exchange for the goods returned, the returned goods remain property of Libro until such time as the alternative goods have been completely delivered to Libro.

- 8.3 Libro is entitled to offset receivables from invoices relating to returned goods against other receivables from the Supplier. The Supplier is not entitled to use offsets.
- 8.4 The returned goods shall be made available for collection at the Supplier's risk and expense on the agreed date at the central warehouses of the MTH Retail Group, A-7052 Müllendorf, and must be collected within seven days of receipt of written notification. If the deadline for collection is exceeded, EUR 3 per day and pallet will be charged to the Supplier (minimum quantity: one pallet), and Libro is entitled to return the goods or to arrange for the goods to be returned, at the risk and expense of the Supplier

In the event that Libro and the Supplier expressly agree that goods shall be returned by Libro free of charge, the consignment shall be transported at the expense and risk of Libro to the address specified by the Supplier.

The Supplier has a duty to notify the Returns Department of any discrepancies within 14 days of receipt of the returned goods. Complaints made later will not be taken into consideration.

9. Prices, invoicing and payment

- 9.1 Without exception, only those prices specified by Libro in its order shall be deemed to have been agreed. Unless otherwise expressly agreed, all prices are stated net, including delivery free of charge (see Article 7.9 above), excluding value added tax (VAT). Consequently the prices include the costs of packing, loading and unloading, transport and transport taxes, customs duties, import and export duties, and all statutory levies (e.g. copyright fees).
- 9.2 The prices agreed in the contract are fixed prices.
- 9.3 Invoices must contain all order and delivery details, VAT registration number, and, where applicable, ARA licence number, as well as all verifications required by Libro to obtain customs and other forms of relief or approvals. In the event that incidental services (e.g. assembly) are to be provided in the course of the delivery and compensated, or the price also includes transport costs, these are to be displayed separately on the invoice. Should incidental services require separate confirmation (e.g. working time records, work verifications), these must be submitted with the invoice. Only original invoices may be submitted to Libro.
- 9.4 Invoices that do not satisfy the content-related or formal requirements outlined in Article 9.3 above, in particular with regard to the submission of original invoices, or legal requirements such as those related to tax or

customs law, are deemed to have been incorrectly issued and shall not be due for payment.

- 9.5 Payments or part payments must be made within 60 days of proper submission of the original invoice to Libro, unless otherwise agreed in writing. Payment shall be made to the account specified by the Supplier. Payment is deemed to have been made in due time if an instruction to transfer the relevant sum is issued to a financial institution on the final day of the credit period. If that day is not a banking day, the credit period shall be extended until the next banking day. These conditions also apply to credit periods for cash discount agreements.

The credit period commences with the proper submission of the original invoice, but under no circumstances before the date agreed for the receipt of the goods.

- 9.6 Payment does not represent confirmation by Libro of the proper performance by the Supplier of its contractual obligations, or waiver by Libro of any additional claims.
- 9.7 Libro is entitled to offset any payables to the Supplier against receivables payable by the Supplier to companies affiliated with Libro. Furthermore, Libro is entitled to offset receivables from invoices issued to the Supplier against payables to the Supplier.
- 9.8 Bonuses agreed between Libro and the Supplier must be communicated in writing within 14 days of the expiry of the agreed bonus accounting period, including submission of a corresponding credit note. Should the Supplier not fulfil this obligation, Libro shall issue an invoice relating to such bonuses to the Supplier. Libro shall also issue invoices to the Supplier in relation to agreed advertising rebates. Unless otherwise agreed in writing, bonuses and advertising rebates shall be calculated as a percentage of revenue or the cost of goods sold (excluding statutory VAT) respectively. Libro is entitled to offset receivables relating to bonuses or advertising rebates against other receivables from the Supplier. The Supplier is not entitled to offset receivables in such manner. Unless otherwise agreed in writing, Libro's claims against the Supplier in relation to bonuses and advertising rebates must be paid in full within 15 days of submission of an invoice.
- 9.9 With regard to the procedure for returning goods, attention is drawn expressly to Article 8 above.

10. Warranty

- 10.1 The Supplier warrants that goods delivered and services provided are in accordance with the contract. Goods and services shall be in accordance with the contract provided that they comply with the conditions set out in Article 4 above, and the provisions of this Article. Descriptions of goods or services, or their component parts, provided by Libro are not binding to the Supplier, to the extent that they compromise or obstruct compliance the requirements under Article 4 above.
- 10.2 The Supplier is responsible for ensuring that the goods are free from any third-party rights and claims, including those relating to industrial and intellectual property rights.
- 10.3 In order to protect consumer interests, the Supplier warrants and expressly guarantees the complete traceability of the ingredients of its foodstuffs, and of the entities from which the Supplier sources or sourced such foodstuffs, in accordance with Regulation (EC) No 178/2002 and applicable national and international legal provisions.
- 10.4 Sub-suppliers are deemed to be vicarious agents of the Supplier.
- 10.5 The guarantee and warranty period is 24 months beginning with the completion of a proper inspection in accordance with Article 10.7 below. If a defect is not identifiable by means of a proper inspection, the warranty period shall not commence before such a defect is identified. In the event that a defect can be remedied by means of improvement or replacement, the warranty period shall recommence upon completion of the rectification or replacement.
- 10.6 If a defect is identified, the Supplier must, as requested by Libro, either rectify the defect itself at its own expense, or provide a replacement for the defective item, carriage paid and at the Supplier's expense. The costs payable by the Supplier in order to remedy the defect shall include packing, freight and carriage, as well as travel expenses.

In urgent cases, such as the avoidance of delays by Libro, or in the event that the remedy of the defect by the Supplier is overdue, Libro reserves the right to purchase from other suppliers at the expense of the Supplier, in order to rectify the defective item or to have the defective item replaced, at the Supplier's expense, without notice and without prejudice to Libro's rights arising from the Supplier's liability for breach of warranty. The costs of such remedy shall be reimbursed by the Supplier even in the event that they exceed the cost of a defect being rectified or a replacement being provided by the Supplier.

- 10.7 Inspection, determination of the completeness of the delivery and checking for visible defects shall take place within a reasonable time following receipt of the goods.

Should spot checks reveal that the consignment does not correspond with Libro's order or standard quality levels, the entire consignment may be rejected. Libro shall notify the Supplier as quickly as possible of any defects identified. A duty of inspection, notification and rejection pursuant to section 377 UGB (Austrian Business Code) shall not apply.

- 10.8 A written assertion of a defect by Libro shall be sufficient to comply with the statutory limitation period for claims. There is no requirement that warranty claims to be brought before the courts. Libro is entitled to claim for damages for identifiable defects at any time until the complete resale of the goods, and until the expiry of the guarantee period granted to the end customer or the statutory warranty period.

11. Liability

- 11.1 The Supplier shall be fully liable to Libro for any direct or indirect consequential damages, including lost profits, arising from unlawful behaviour on the part of the Supplier, including from acts that constitute negligence or a breach of contract. The Supplier shall also be liable for any damages incurred by a subcontractor or its suppliers, to the same extent as if the Supplier were at fault. To the extent that applicable law or these Purchasing Terms and Conditions provide for liability without fault, including in relation to defective products or dangerous conduct, under these provisions the Supplier shall also be fully liable to Libro irrespective of any fault on the Supplier's part. Agreement or enforcement of a contractual penalty shall not prevent Libro from claiming compensation for additional damages.
- 11.2 Libro's right of recourse shall be equivalent to claims for damages in the event of third party claims against Libro in relation to goods provided by the Supplier. The conditions and scope of this right of recourse shall be determined under applicable law.
- 11.3 The Supplier shall indemnify and hold harmless Libro from any claims made by contractual partners of Libro and by other third parties, in the event that the Supplier is liable pursuant to Articles 11.1 and 11.2 above, or that Libro has a right of recourse against the Supplier.
- 11.4 In the event that the Supplier violates its statutory duty to maintain public safety as a result of the design, manufacture or presentation of the goods, or as a result of inadequate quality control (including due to non-compliance with or breach of its quality assurance obligations), the Supplier shall be liable to Libro for damages. If the Supplier becomes aware, or could be expected to become aware in exercising reasonable care, that goods or services, and consequently the end product offered by

Libro is or shall become defective, and therefore represents a threat to physical wellbeing, life, health, property or the environment, the Supplier is obliged to issue a recall immediately. The costs arising from the recall must be borne by the Supplier. Steps taken by Libro in the course of the recall represent an expense that must be reimbursed in accordance with the above provisions.

12. Product liability

- 12.1 For a period of 11 years from the time of the last delivery, the Supplier shall have a duty to disclose the name of the manufacturer, importer or supplier of the goods delivered by the Supplier, at Libro's request, without delay and within two weeks at the latest. The Supplier shall also have a duty to immediately provide Libro with all relevant evidence in defence against third-party product liability claims, such as manufacturing documentation and documents which may identify production and delivery batches, and/or the time of production and delivery.
- 12.2 The Supplier has a duty to take out and maintain adequate insurance to cover product liability risk, and to furnish Libro with appropriate proof thereof on request.

13. Withdrawal from/termination of contract

- 13.1 Libro may withdraw from a contract or prematurely dissolve a contract if the Supplier does not comply with the agreed delivery date; if a deadline granted by Libro for remedying a defect expires without remedy of the defect; if rectifying a defect or replacing defective goods is not possible; or if the Supplier refuses to remedy a defect or settle claims for damages.
- 13.2 Libro may also withdraw from a contract or prematurely dissolve a contract if it becomes apparent that it will be impossible for a delivery to be completed, or if, subsequent to a contract being concluded, Libro becomes aware that the Supplier's solvency has deteriorated, and that the Supplier may therefore be unable to fulfil its contractual obligations, or unable to fulfil them as anticipated.
- 13.3 Withdrawal from or termination of the contract on the grounds specified above shall not entitle the Supplier to any claims for damages or any other claims.

14. Confidentiality (non-disclosure)

- 14.1 The following are subject to confidentiality (non-disclosure) and are hereinafter referred to collectively as “confidential matters”: (i) business and operational secrets; (ii) specifications and data for the manufacture of goods or provision of services; (iii) all and any data, information and documents, in whatever form, declared confidential at the time they are passed or transmitted from one party to the other, and (iv) the know-how of either of the parties.
- 14.2 The parties have a duty to treat all confidential matters in the strictest confidence and to prevent third parties gaining access to such information. Both parties shall take all necessary and reasonable measures to ensure compliance with this obligation. Confidential matters may only be disclosed to those employees, subcontractors or suppliers who require such information in order to carry out their duties.
- 14.3 This duty of non-disclosure shall remain unaffected once a legal transaction or the supplier relationship comes to an end, and shall remain valid for a period of five years after the last delivery.

15. Applicable law and jurisdiction

- 15.1 The legal relationship between Libro and the Supplier shall be governed by Austrian substantive law, to the exclusion of conflicting law. The UN Convention on Contracts for the International Sale of Goods is excluded.
- 15.2 The competent court for Vienna's First District shall have jurisdiction in all disputes between Libro and the Supplier arising from or in connection with a contractual relationship, a legal transaction and its execution including disagreements regarding the conclusion or existence of a legal transaction, and related non-contractual or delictual claims. Notwithstanding the foregoing, Libro is entitled to bring claims before the competent court for the place where the headquarters or representative office of the Supplier is located.

16. Miscellaneous

- 16.1 The currently valid Purchasing Terms and Conditions can be viewed by suppliers at <http://www.mth-retailgroup.com/libro>.
- 16.2 Libro's claims against the Supplier may only be assigned to third parties with Libro's express written agreement.
- 16.3 Declarations made by the Supplier shall only be legally effective if made in German.

- 16.4 The Supplier hereby accepts that Libro may electronically transmit, store and process personal data relating to business operations, and share such data with other companies affiliated with Libro.
- 16.5 In the event of third party claims against Libro resulting from a breach of these Purchasing Terms and Conditions by the Supplier, the Supplier shall fully indemnify and hold Libro harmless, and shall be liable for all costs arising from the defence of claims prosecuted in the courts or by means of extrajudicial proceedings.
- 16.6 The place of fulfilment for the supply of products and provision of services is the place of delivery specified by Libro, or in the absence of such specification Libro's registered offices.
If delivery is to be made to Libro's central warehouses at A-7052 Müllendorf, or to a Libro branch, the place of payment shall also be Libro's registered offices.
- 16.7 Should a provision of these Purchasing Terms and Conditions be or become ineffective, or prove to be unenforceable, or should an omission become apparent, this shall not affect the validity of the remaining provisions. The ineffective provision or the omission shall be replaced by such effective and valid provisions as most nearly fulfil the purposes of the contractual understanding and intentions of the parties.

Place, date:

.....
Company, stamp, signature

Annexes: 1 and 1a

Annex 1**CONFIRMATION**

The Supplier

.....
.....
.....

hereby confirms to Libro Handelsgesellschaft mbH (hereinafter referred to as "Libro") that only goods which do not fall within the scope of application of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) will be delivered.

The Supplier now undertakes to send, without request, a signed copy of the attached "Declaration in respect of Regulation (EC) No 1907/2006 (REACH)" (Annex 1a) to Libro, should goods that fall within the scope of application of the REACH Regulation be delivered to Libro by said Supplier in the future.

"The Supplier" refers to the Supplier itself, as well as any company that delivers goods provided by the Supplier to Libro in the interests of the Supplier as the latter's agent, importer or in any other function.

Place, date:

.....
Company, stamp, signature

Annex 1a

Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) came into force on 1 June 2007. Under this regulation, all companies must guarantee that articles which they supply within the European Economic Area are not chemically hazardous. The following

**Declaration in respect of Regulation (EC) No 1907/2006
(REACH)**

is submitted in relation to the existing business relationship with Libro Handelsgesellschaft mbH (hereinafter referred to as "Libro"). The Supplier

.....
.....
.....

hereby undertakes to deliver to Libro only goods that fulfil the requirements of the REACH Regulation. "The Supplier" refers to the Supplier itself, as well as any company that delivers goods provided by the Supplier to Libro in the interests of the Supplier as the latter's agent, importer or in any other function. In signing this document, the Supplier named above confirms that they are familiar with the REACH Regulation and are aware of the full extent to which it applies to the Supplier's business relationship with Libro.

Additionally, the Supplier named above undertakes to provide adequate information regarding the safe use of goods supplied pursuant to Article 57 REACH Regulation, on request pursuant to Article 33 REACH Regulation, promptly and at the latest within 20 days, so that corresponding information for consumers can be arranged in a timely manner. This shall also apply to additional goods delivered at a future point in time and products that undergo changes when assembled.

If goods supplied by the Supplier named above contravene the REACH Regulation (e.g. due to lack of registration, notification or approval), Libro shall be entitled to return the goods at the cost of the Supplier. Additionally, in such cases liquidated damages to the amount of 15% of the value of the order, all costs in connection with the contravention and arising for Libro as a result, as well as any punitive damages and fines payable to public authorities shall be charged to the Supplier.

Place, date:

.....
Company, stamp, signature