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## **1. Validity**

1.1 The BURG T&CP shall apply only to supplies and services ("**Supply**"), which an entrepreneur or a company ("**Supplier**") provides on the basis of a contract with BURG Design GmbH ("**BURG**"). Supplier and BURG hereinafter referred to collectively as "**Parties**" and individually as "**Party**".

1.2 The BURG T&CP shall apply exclusively between the Parties. Any diverging terms and conditions shall only apply if these are stated in the offer or in the order or in the acceptance of the order of BURG. The receipt of the Supply, as well as payments, does not constitute an agreement of BURG to any terms and conditions of the Supplier.

1.3 The BURG T&CP shall apply in the context of a continuous business relationship for future business between BURG and the Supplier, even if BURG did not expressly refer to these BURG T&CP at the time of conclusion of a contract.

## **2. Offer and Acceptance of the Offer**

2.1 The preparation of an offer by the Supplier shall be without charge.

2.2 Any letter of confirmation for commercial purposes ("**Kaufmännisches Bestätigungsschreiben**") from the Supplier which deviates from the content of the previous order or other declaration made by BURG shall not be binding on BURG unless BURG agreed to the deviation.

2.3 BURG may rescind from its declaration of intent (e.g. offer or order) if the Supplier did not accept such in writing within 2 days after the receipt.

2.4 Technical information sheets and safety data sheets shall be attached to the offer/acceptance of the offer by the Supplier. These shall contain the storage conditions and the expiry date of the respective Supply.

## **3. Duty of Instruction, Information and Care**

3.1 The Supplier shall notify BURG without delay in writing of any changes or modifications with respect to the composition of materials used or the underlying design if different from similar or comparable Supply previously provided by Supplier to BURG. Any such changes or modifications shall require the prior written consent of BURG.

3.2 The Supplier shall ensure that the Supply conforms to the applicable environmental protection, accident prevention and other industrial safety regulations, as well as all legal requirements valid in Austria at the time of transfer of risk and shall advise BURG in writing of any specific treatment and waste disposal requirements upon any Supply at the latest.

## **4. Inspection**

4.1 BURG is entitled to inspect the Supply at the premises of the Supplier or to request the Supplier to inspect the Supply in order to check that the Supply complies with the contract (e.g. specification). The Supplier shall bear the costs of the inspection of the Supply (including the costs of materials to be provided by BURG) and the inspection costs of the Supplier.

4.2 If the Supply to be inspected is not available for inspection at the agreed time, the costs of inspection of BURG (e.g. personnel costs) shall be borne by the Supplier. If a discovered material defect or a defect of title requires repeated or further inspections, the Supplier shall bear the costs of the inspection of the Supply (including the costs of materials to be provided) and his own personnel costs and the costs of inspection of BURG (e.g. personnel costs). A material defect or a defect of title hereinafter referred to collectively as "**Defects**" and individually as "**Defect**".

4.3 The Supplier shall bear the material and personnel costs of any proof of material and inspection certificates in relation to pre-finished materials.

4.4 The liability of the Supplier for Defects (14.) shall remain unaffected by any inspections.

4.5 Test (e.g. material) and inspection certificates shall form part of the Supply and shall be presented at the time of delivery of the Supply at the latest.

## **5. Supply**

5.1 A Supply or a Supplementary Performance (14.3) not involving installation or erection is considered to be on time when received at the entrance of the named place of delivery stated by BURG, while a Supply requiring installation or erection as well as services shall be deemed to be on time upon acceptance by BURG. The Supplier shall only be entitled to provide partial Supply or to provide an additional Supply with the prior written consent of BURG.

5.2 Agreed dates or periods shall be binding for each Party as fixed dates. An early Supply shall require the prior written consent of BURG. If an early Supply is made without the consent of BURG, BURG shall be entitled to send the Supply back to the Supplier at the costs and risk of the Supplier or to store the Supply at BURG until the delivery date at the costs and risk of the Supplier.



5.2 If and as soon as the Supplier has reason to believe that the Supplier is unable to deliver or that the Supply will be delayed, the Supplier shall immediately notify BURG without delay in writing and shall obtain the decision of BURG.

5.3 By delivery of the Supply to a branch, selling outlet, assembly, the Supplier shall send a copy of the delivery note to the purchasing department of BURG as proof of the delivery. The delivery note shall specify the recipient, date and precise time of delivery in legible and block letters print.

#### **6. Transfer of Risk and Dispatch**

6.1 For a Supply involving installation, erection or other services, risk shall transfer upon acceptance by BURG. For a Supply not involving installation, erection, other services or Supplementary Performance (14.3), risk shall transfer upon completion of the receiving inspection at the place of delivery stated in the contract.

6.2 Shipping and packaging costs shall be borne by the Supplier. In the event that the prices are determined Ex Works/sales warehouse of the Supplier Incoterms® 2010, the Supply shall be dispatched, in each case, at the lowest costs, provided that BURG has not prescribed a particular mode or means of transport. Additional costs due to non-compliance with shipping or packaging regulations shall be borne by the Supplier. In the event that the prices are determined (DDP) DELIVERED DUTY PAID to the named place of delivery according to Incoterms® 2010, including packaging and transport insurance, BURG may determine the mode or means of transport; however, the Supplier shall be entitled to choose the most favorable mode or means of transport for it, if damage in respect of the Supply is excluded and the confirmed date of delivery of the Supply is not be extended. Additional costs for a more expeditious mode or means of transport out of necessity and, in order to observe the date of delivery of the Supply, shall be borne by the Supplier. Unless otherwise agreed between the Parties, the prices shall be understood (DDP) DELIVERED DUTY PAID to the named place of delivery according to Incoterms® 2010.

6.3 The Supplier shall comply with the Austrian Packaging Regulation 2014<sup>1</sup>.

6.4 The Supply shall be accompanied by a packing slip, delivery note, analysis and inspection certificates ("**Documentation of Delivery**"). BURG shall be notified without delay of the dispatch.

6.5 The expiration date shall be indicated on each package unit.

6.6 Ownership of Supplies shall transfer to BURG upon arrival of the Supply or full payment of the Supply by BURG, whichever occurs sooner.

6.7 A Supply which has been paid in full by BURG or that is owned by BURG shall be clearly labeled by the Supplier as belonging to BURG and shall be stored separately and identifiably from all other goods in the possession of the Supplier. The Supplier shall immediately dispatch the Supply to BURG on first demand.

#### **7. Delay**

7.1 If the Supply is delayed, BURG shall be entitled, irrespective of other rights of BURG, to claim liquidated damages calculated at a rate of 1 % of the net contract value for each commenced week of delay up to a maximum of 5 % of the net contract value. This provision shall be without prejudice to any further claims including a higher amount of damages; in the event that a claim is made for higher damages, any liquidated damages already paid shall be deducted. The Supplier is allowed to produce evidence that BURG sustained lower damage or no damage due to the event of delay.

7.2 In the event that BURG does not reserve its right to claim liquidated damages (7.1) at the time of receipt of the Supply or Supplementary Performance (14.3), BURG may still claim liquidated damages until the date of final payment by BURG.

7.3 If the fulfillment of the contract is prevented or impossible due to force majeure including but not limited to mobilization, war, riots, strike, etc. on the part of BURG and/or the Supplier or any other unavoidable event for which BURG and/or the Supplier is not liable, the affected Party shall be released from its obligations for the duration and scope of the disruption and its consequences. Should one or more of the aforementioned events occur, BURG shall be notified by the Supplier in writing without delay of such event of force majeure.

#### **8. Invoices**

8.1 Invoices shall be submitted in original and in duplicate and must contain the following information:



name and address of the Supplier and of BURG	price, discount, currency
name of the ordering staff member of BURG	tax rate and tax of the price
quantity and precise description (item-no; purchase order text)	invoice issuance date
product name	consecutive invoice number
material and technical data	VAT number of Supplier
date of delivery	VAT number of BURG
BURG Order No.	

8.2 Invoices that do not contain the above information shall not be due for payment. Duplicates of invoices shall be marked as "Duplicate".

### 9. Terms of Payment

9.1 Payments shall be effected within 14 days with deduction of 3 % or within 30 days net ("**Maturity**").

9.2 The payment period for the contract price shall start to run upon receipt of an invoice in the proper form and information (8.) and

- a) for the Supply involving installation, erection or other services upon acceptance by BURG,
- b) for the Supply without installation, erection or other services upon complete delivery of the Supply,
- c) but in no circumstances prior to the agreed delivery date for the Supply.

A prerequisite for the complete delivery of the Supply is the receipt of the Documentation of Delivery (6.4). Discount may be deducted even where BURG offsets or withholds certain sums due to Defects (4.2); in such a case the payment period shall commence upon removal of the Defect.

9.3 BURG shall only be in default of payment if BURG does not pay after receipt of a written reminder from the Supplier and after the Maturity (9.1) for payment has already expired.

9.4 The price for the Supply with a Defect (4.2) shall be set off by way of a debit note and shall be debited to a credit account of the Supplier.

9.5 Payments by BURG shall not be considered as acknowledgment that the Supply is in compliance with the contract.

### 10. Security for Payment

10.1 As security for the contractual fulfillment of the Supply, BURG is entitled to request from the Supplier a bank guarantee for an indefinite period in an amount of 10 % of the gross contract value. Upon complete payment, BURG shall return the bank guarantee to the Supplier provided that the Supplier provides simultaneously security:

10.2 For potential claims of BURG in respect of Defects (4.2) of the Supply, BURG may request security in an amount of 5 % of the gross contract value from the Supplier until expiry of the limitation period for liability for Defects (14.1). The costs of providing such security shall be borne by the Supplier.

10.3 At the option of the Supplier, security may be provided by retention pursuant to 10.4, or by a bank guarantee on first demand of a credit institute or credit insurer in the European Union. The security by way of such a bank guarantee requires an acknowledgement of BURG of the suitability of the guarantor.

10.4 For a security by way of retention, BURG may retain 5 % of the gross contract value upon payment as retention by way of deduction if the amount of the retention is paid into a blocked account, which only allows BURG and the Supplier to effect transactions jointly. In the event that the retention is released by BURG, any interest accrued in favor of the Supplier shall also be released to the Supplier. In the event that the retention is deducted from partial payments of BURG, the respective payment shall be reduced by a maximum of 10 % until the retention of 5 % of the gross contract value has been reached.

10.5 Unless diverging terms are contained in 10.1 to 10.4, the regulations of the Austrian Civil Code ("ABGB")<sup>ii</sup> shall apply additionally to any security provided.

### 11. Spare Parts and Availability

11.1 The Supplier shall supply spare parts on reasonable conditions for a period equivalent to the anticipated lifetime of the Supply which shall not be less than 10 years.

11.2 Irrespective of 11.1, in the event that Supplier intends to discontinue or has knowledge of the discontinuance of the production of the Supply, specifically of spare parts, semi-manufactured products or base material for the production, Supplier shall inform BURG 12 months prior to such discontinuation or forthwith after receipt of such knowledge and shall grant BURG an opportunity to place a order corresponding in quantities to the volumes of delivery during the preceding 12 months and/or at request of BURG, Supplier shall supply BURG with the necessary equipment and documentation for the production of spare parts and the right to use such equipment free of charge.

## **12. Quality Assurance System**

The Supplier shall maintain a quality assurance system which meets the requirements of current technical norms and standards and shall maintain appropriate documentation of such which shall be made available to BURG for inspection. At request of BURG, Supplier shall conclude a quality assurance agreement.

## **13. Receiving Inspection**

13.1 Upon receipt of the Supply, BURG shall inspect the Supply to check whether externally recognizable damages during transport or other externally recognizable Defects (4.2) are present. Defects (4.2) which BURG discovers at the time of the receiving inspection or later shall be notified to the Supplier.

13.2 Notice of defect by BURG may be made within one month from receipt of the Supply or to the extent that the Defect was first noticed upon handling or processing or being put into use, at the time when such Defect was determined.

13.3 BURG is not obliged to conduct further inspections and provide further notifications other than in 13.

## **14. Liability for Defects of Material or Title**

14.1 Claims of BURG resulting from Defects (4.2) shall expire in 3 years unless the law prescribes longer limitation periods. The limitation period shall commence upon transfer of risk (6.1). For delivery of the Supply directly to the customers of BURG, limitation period shall begin with acceptance of the Supply by customers of BURG.

14.2 Possible technical specifications or other quality descriptions with respect to the Supply shall not constitute a conclusive agreement as to composition. The same shall apply to the quality descriptions of the submitted samples of Supplier with regard to material and processing.

14.3 Defects (4.2) which are determined prior to or at time of transfer of risk (6.1) or occur during the limitation period shall, at option of BURG, be either repaired ("**Repair**") or re-delivered ("**Re-delivery**") with non defective Supply. This shall also apply to a Supply in respect of which the inspection has been limited to random sampling. BURG shall exercise its option at its reasonable discretion. Repair and Re-delivery hereinafter referred to as "**Supplementary Performance**".

14.4 In the event that an overall inspection is necessary as a result of a defective Supply which exceeds the standard scope of the receiving inspection (13.), the Supplier shall reimburse the costs of BURG of the extraordinary control of the Supply.

14.5 To the extent that Supplier has rectified a Defect acknowledged by the Supplier by providing Supplementary Performance, the limitation period for Defects of the Supplementary Performance (14.1) shall recommence from the date of transfer of risk. For a Supply directly provided to customer of BURG, the limitation period shall recommence upon acceptance of the Supply by customer of BURG.

14.6 In the event that the Supplementary Performance fails or that Supplier is in delay of the Supplementary Performance, BURG is entitled

- a) to withdraw or rescind from the contract in whole or in part without compensation or
- b) demand a reduction of the contract price from the Supplier or
- c) to make Supplementary Performance by itself or arrange the Supplementary Performance at the costs of the Supplier and
- d) claim damages, damages instead of performance or replacement of fruitless expenditure from the Supplier.

14.9 shall remain unaffected.

14.7 The same shall apply if the Supplier states that it is unable to carry out the Supplementary Performance within a reasonable period of time.

14.8 In the event that BURG claims damages or damages instead of performance, BURG reserves its right for delivery of the Supply until the Supplier has paid the damages in full.

14.9 To avoid a claim by a third party towards BURG or due to other urgencies, BURG has an interest in immediate Supplementary Performance and that BURG has informed the Supplier of said Defect and set a time limit for Supplementary Performance, BURG shall have the right, after expiration of the time limit, to make the Supplementary Performance at costs of the Supplier. This does not affect 14.6.

14.10 In the event that the defective Supply is not taken back in spite of the request of BURG to do so, such Supply may be disposed of at costs of the Supplier or returned freight collect on account of the Supplier. The Supplier shall bear the risk of returning the defective Supply.

14.11 The afore-mentioned claims shall expire 1 year after notification of the Defect by BURG to the Supplier but in no case prior to expiry of the limitation period (14.1).

14.12 Further claims by BURG against Supplier, in particular a claim relating to handling costs in connection with Supplementary Performance or processing costs incurred shall remain unaffected.





## **15. Recourse by BURG against Supplier**

In the event that a third party makes a claim against BURG due to Defect of the Supply, the Supplier shall immediately hold BURG harmless from such claims.

## **16. Proprietary Rights**

16.1 The Supplier shall ensure that the Supply does not violate any proprietary rights or applications for proprietary rights ("**Proprietary Rights**") of third parties. The Supplier shall hold BURG and/or the customer of BURG harmless from any action taken against it in or out of court due to a violation of Proprietary Rights for which Supplier is responsible. Where legal action is taken, the Supplier shall, upon request, provide legal assistance. The Supplier shall further be liable for any damage suffered by BURG and /or by the customer of BURG on account by having relied on the unrestricted usability of the Supply (e.g. resale or further processing of the Supply). With respect to damage suffered by the customer of BURG, the Supplier shall only be liable where a customer of BURG assert any claim against BURG.

16.2 The Supplier shall not be held liable where it has manufactured the Supply solely in accordance with drawings and models of BURG and the Supplier did not, and could not reasonably be expected, to be aware that it was infringing any Proprietary Rights.

16.3 Upon request, the Supplier shall specify any Proprietary Rights applied for and used in connection with the Supply. Where the Supplier becomes aware of any infringement of Proprietary Rights, the Supplier shall immediately notify BURG thereof.

## **17. Sub-contracting, Right of Retention, Set-Off**

17.1 The Supplier may not sub-contract the Supply without the prior written consent of BURG. Failure to obtain the consent of BURG to sub-contract shall allow BURG to withdraw or rescind the contract in whole or in part and to claim damages.

17.2 The right of retention by the Supplier against claims of BURG is excluded, unless such right is based on the same contract.

17.3 Supplier may only set off those claims which are undisputed or have been finally determined in a legally binding manner.

## **18. Materials provided by BURG**

18.1 Unless otherwise agreed between the Parties and insofar as necessary for the Supply, BURG provides materials free of charge. Materials or products of any kind whatsoever provided by BURG to the Supplier ("**Material**") shall remain property of BURG and the Supplier shall separately store such Material free of charge and mark the Material as property of BURG and insure and administer it. Material shall be exclusively used for the performance of the Supply or for the Supplementary Performance for BURG. In the event of depreciation in value of the property of BURG or loss, the Supplier shall bear the costs of replacement of the property of BURG.

18.2 18.1 shall also apply for Material which is provided to the Supplier against payment.

18.3 To the extent that any of the Material provided by BURG is processed, converted or transformed by the Supplier to form a new movable product, BURG shall be deemed owner of such product. If such is not possible for legal reasons, BURG shall acquire joint title and ownership in the ratio of the value of the Material provided by BURG to the new movable product. The Supplier shall be responsible for the safekeeping of the new movable product for BURG with the care and diligence of a diligent businessman.

18.4 Upon completion of the order or contractual relationship the provided Material shall be sent to BURG in appropriate packaging at the costs of the Supplier without special request, unless BURG agrees to a different use in writing.

## **19. Models, Tools, Moulds, Samples, etc.**

19.1 Any models, tools, moulds, samples, etc. which are the property of BURG ("**BURG's Material**") provided for the performance of the Supplies shall be placed at the disposal of the Supplier by way of lending. The Supplier shall mark said objects as property of BURG. The Supplier shall waive all rights, in particular, a right of retention to BURG's Material which could hinder any request by BURG for the return of such. BURG's Material may not be disposed of or sold without the prior written consent of BURG.

19.2 BURG's Material shall be treated by the Supplier with the utmost care and shall be insured for an amount equivalent to their replacement costs, in particular, against risks such as fire, lightning, explosion, damage from water, electronics, breakage, theft and sabotage. Any modifications and repairs shall only be permitted subject to the prior written consent of BURG.



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## **20. Origin of Goods / Certificates of Origin / Export Regulations**

20.1 The Supplier shall submit the necessary proof (e.g. certificates of origin) which is necessary for obtainment of customs or other benefits and customs clearance as well as associated procedures, operations etc. which are necessary.

20.2 The Supplier shall inform BURG in writing which components, categories of components, appliances, equipment etc. are subject to export or re-export restrictions according to the Foreign Trade and Payments Regulations of Austria, Regulations of the European Union or, if applicable, the Export Administration Regulations ("EAR") of the United States of America.

## **21. Confidentiality**

21.1 BURG or Supplier shall not pass information which have been disclosed as confidential by one Party irrespective of the data medium, e.g. the tools, models, samples, profiles, drawings, designs, specifications, calculations and other technical documentation, including knowledge, other information, and subsequently manufactured products ("**Information**"), to third parties without the prior written consent of the other Party, nor shall it use them for purposes other than for the performance of the Supply hereunder. The Supplier and BURG undertake to maintain absolute secrecy in relation to such Information, so as to safeguard against unauthorized use or access. In the event that either the Supplier or BURG is in breach of its obligations, the affected Party may demand the immediate return of the Information.

21.2 The obligation according to 21.1 shall begin upon receipt of the Information and shall expire 3 years after the termination of the business relationship.

21.3 The obligation according to 21.1 shall not apply to Information which at the time of receipt is publicly known or are established by the receiving Party to have been known by it without being subject to a duty of confidentiality, is received from a third party without similar restrictions or is independently developed by the receiving Party without use of the Information of the disclosing Party.

21.4 The Supplier shall not be entitled to use without the prior written consent of BURG the name, logos and trademarks of BURG or to use illustrations of products, machines and other equipment etc. of BURG for reference purposes or to display such in documentation.

## **22. Insurances**

22.1 The costs of insuring the Supply, in particular, the carrier's insurance, shall not be borne by BURG.

22.2 The application of the General Austrian Forwarders' Terms and Conditions<sup>iii</sup> is excluded.

22.3 The Supplier shall take out an adequate third party liability insurance to cover damages caused by it for the performance of the Supply at its own costs. To cover product liability risks, the Supplier shall maintain a business liability insurance which shall include financial loss caused by damage to the property of third parties (extended liability insurance covering persons and property damage, damages abroad and the costs of product recall). Proof of the amount of the insurance covered shall be disclosed to BURG at its request.

The scope of legal liability shall not be restricted by the conclusion of a liability insurance policy or by its disclosure to BURG.

22.4 The Supplier shall insure items leased or lent to it against the usual risks. Any further liability for loss or damage to leased or lent items shall be excluded except in the event of intention or gross negligence by the Supplier.

## **23. Special Right of Termination**

In the event that the Supplier ceases to make payments, a provisional insolvency administrator is appointed or insolvency proceedings are initiated over the assets of the Supplier, BURG shall be entitled to withdraw or rescind from the contract in whole or in part. In the event of a withdrawal or rescission, BURG may make use of available equipment of the Supplier for appropriate remuneration to ensure continuation of the Supply.

## **24. Assignment of Claims or other Rights**

The assignment of claims or other rights under the contract is permitted only with the prior written consent of the other Party. This does not apply to bilateral entrepreneurship business.

## **25. Applicable Law**

All disputes shall be settled in accordance with the provisions of the contract and all other agreements regarding its performance, otherwise in accordance with the substantive law in force in Austria without reference to other laws. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

## **26. Place of Jurisdiction**

The exclusive place of jurisdiction is Steyr, Austria.

## 27. Corporate Social Responsibility

As a member of the KURZ-Group BURG shall respect and observe the [KURZ Code of Business Conduct](#).

The Supplier confirms to observe the applicable law and legislation; it shall not tolerate any kind of corruption or bribe, respect basic rights and the ban on child labor and forced labor. Furthermore the Supplier shall take responsibility for the health and safety of its employees, shall ensure a fair compensation and reasonable working hours, shall act in accordance with the applicable environmental laws and shall use its best efforts to promote the observance of these principles among its suppliers.

## 28. REACH-Regulation

28.1 The Supplier is obliged to package, to label and to ship a hazardous Supply in accordance with the applicable national and international provisions. The Supplier fulfills the duties of a supplier pursuant to REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("[REACH](#)"), in particular fulfills Article 3 No. 32 REACH with regard to the Supply. In particular, a safety data sheet in accordance with Article 31 REACH in the language of the country of delivery is to be placed at disposal of BURG by the Supplier.

28.2. The Supplier guarantees, that the substances contained in the Supply is effectively preregistered, registered (or exempted from compulsory registration) and, if applicable, permitted for the announced utilization of BURG in accordance with the requirements of REACH. If the Supply is a product within the meaning of Article 7 REACH, the preceding sentence applies to the released substances of this product. Additionally, the Supplier informs BURG immediately, if in any component of a product contains a substance fulfilling the criteria of Article 57 and Article 59 or Article 67 REACH (so-called substances of very high concern) with a concentration of more than 0,1 mass percent. This shall also apply to products of packaging.

28.3. In case a Supply does not require a registration yet, the Supplier guarantees that either he has pre-registered the Supply in due form and time or he has made certain that the Supply has been pre-registered in due form and time by the registrant.

28.4. The Supplier shall inform BURG immediately if he becomes aware that a pre-registered substance will not be registered within the respective relevant transitional period. In this case the Supplier shall at the latest from the time of the expiry of the relevant transitional period provide no Supply to BURG that contains the substance in question, without clearly pointing out the lack of registration and shall explicitly ask BURG for a confirmation of the order before delivery of the Supply.

## 29. Conflict Minerals

29.1 The Supplier shall disclose to BURG in writing prior to the first delivery of Products to BURG any "Conflict Minerals" or metals and/or metallic compounds derived and/or manufactured thereof (together hereinafter "**Conflict Materials**") used in the production of any Products subject to supply contracts with BURG. "Conflict Minerals" shall have the meaning as defined in section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Act**") and the final rule of the Security and Exchange Commission ("**SEC**"), dated 22th of August 2012 ("**Final Rule**") and shall include, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country with the exemptions regulated in the final rule. The term "adjoining country" with respect to the Democratic Republic of the Congo, means a country that shares an internationally recognized border with the Democratic Republic of the Congo.

29.2 In the event such Conflict Materials are used by the Supplier in the production of any Products, and the Supplier is under the Act and the SEC final rule obliged to file either a FORM SD and/or a Conflict Minerals Report to the SEC, Supplier shall submit a copy thereof to BURG.

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<sup>i</sup>Verordnung des Bundesministers für Land- und Forstwirtschaft, Umwelt und Wasserwirtschaft über die Vermeidung und Verwertung von Verpackungsabfällen und bestimmten Warenresten ([Verpackungsverordnung 2014](#))

<sup>ii</sup> Allgemeines bürgerliches Gesetzbuch für die gesammten deutschen Erbländer der Oesterreichischen Monarchie ("[ABGB](#)")

<sup>iii</sup> Allgemeine Österreichische Spediteurbedingungen ("[AÖSp](#)")