

These purchase conditions form an integral part of all agreements entered into with Suppliers from which Lenzing Aktiengesellschaft (henceforth referred to as "Lenzing") purchases services or deliverables. These purchase conditions also form the basis of each invitation to provide offers (henceforth referred to as "Request") and of each respective order.

1 Acceptance of offer, conclusion of agreements

If Lenzing invites the Supplier to submit an offer, the Supplier may render a written offer to Lenzing within 5 working days. Lenzing shall be free to accept or decline such offer for whatever reason. The Supplier shall be bound by his offer for at least 90 days. Lenzing makes acceptances of offers only by express written and signed confirmations.

2 Object of the Order

The scope of the services to be rendered or of the deliverables is defined by the respective order issued by Lenzing (henceforth referred to as "Order-Object").

The Order-Object also includes all objects, materials or utilities such as e.g. drafts, sketches, drawings, proves, scribbles, other graphics and illustrations, presentations, concepts, ideas, texts, created denominations, electronic data, all carrier materials irrespective whether they are protected by copyright or not, which are produced by the Supplier in the course of fulfilling his obligations under the order, even if they are not expressly mentioned in the order.

In case the Order-Object also is the preparation, enhancement, revision or any other adaption of a computer program, a website or any other software, the Order-Object also comprises the actual source code together with documentation and descriptions necessary for the use, adaption, development or the further support.

Lenzing shall acquire unrestricted legal ownership in all items being part of the Order-Object. The Order-Object is to be delivered in any formats and/or executions as requested by Lenzing.

In case Lenzing amends the Order-Object after the placing of the order, the Supplier shall be obliged to indicate, if the agreed price is affected by such amendment. Such information has to be made in writing and has to contain a new fixed price for the Order-Object as amended. Only if Lenzing confirms such amendment in writing upon recognition of this information, the Order-Object shall be amended respectively.

3 Cost Estimates, Prices

Cost estimates provided by the Supplier shall be binding upon the Supplier.

All prices are fixed prices, inclusive of all fees, taxes, additional services and other incidental costs such as delivery costs (delivery to the final destination according to the order in accordance with Incoterms 2010),

packaging, cash expenses, daily allowances, presentation costs, costs for supplemental services, costs of the costs estimate, customs duties etc.

In case the Supplier receives payments (e.g. commissions) from a third party, the Supplier shall be obliged to forward such payments in total to Lenzing.

4 Execution Documents

Execution Documents are concepts, models, drawings, samples, clichés or other documents made available by Lenzing to the Supplier for the production of the Order-Object. These Execution Documents remain the sole and unrestricted property of Lenzing and have to be returned upon Lenzing's request after the finalization of the order at the latest. The use of such Execution Documents or any making available to third parties by the Supplier is expressly prohibited.

5 Intellectual Property Rights

In case the Order-Object contains Intellectual Property Rights or similar Rights (such as protected personality rights) or if Intellectual Property or similar Rights are created in the course of the order, the Supplier grants to Lenzing with respect to such Intellectual Property Rights a timely and geographically unrestricted, exclusive, transferrable, sub-licensable right of use comprising all current and future known exploitation modes.

This includes in particular but is however not limited to:

- the right to modify, adapt, develop and as the case may be translate the Order-Object as well as its title and denomination;
- the right to use developed, translated, amended or adapted Order-Objects as well as amended, adapted or translated titles and denominations in the same way as the initial Order-Object;
- the right to temporarily or permanently copy (including digitalization) the Order-Object in any possible way;
- the right to distribute and make available the Order-Object in any way for commercial or non-commercial purposes;
- the right to make available the Order-Object to the public in electronic form via cable or wireless so that it may be accessible by anybody at any time and at any place in particular also via the internet;
- the right to rent out the Order-Object;
- the right to broadcast the Order-Object via radio or via similar means;
- the right to perform the Order-Object or to make it available to the public,
- the right to use images and names of persons depicted for commercial or non-commercial purposes, including for marketing purposes,
- the right to legally protect or to have legally protected the Order-Object (e.g. to register trademarks or designs).

The Supplier expressly waives to affix an author, producer or object denomination or names to the Order-Object. The Supplier grants Lenzing the right to affix any author or product denomination chosen by Lenzing (e.g. "Lenzing Aktiengesellschaft"). Lenzing shall be entitled to transfer such right to third persons.

By payment of the invoiced price also the grant of the aforementioned use and exploitation rights shall be fully paid so that no further remuneration claims of whatever kind exist.

6 Guarantee, Defects

The Supplier guarantees that the Order-Object shall have all characteristics usually expected and expressly agreed and shall be proper for the intended purpose. Lenzing reserves the right in case of defects to choose between all legal remedies available. Only the statutory deadlines for defects shall apply; the waiver of the assumption rule of § 924 ABGB shall be expressly excluded. Additionally, any inspection or duties to make a complaint in case of a defect (§§ 377 ff UGB) of Lenzing shall be excluded.

The Supplier warrants to comply with all laws and communication and marketing Codes of Conduct during the cause of the rendering of the contractual services.

The Supplier warrants that the Order-Object as well as the granting of the rights of use shall not violate any third party rights, in particular but not limited to copyrights, patent rights, design rights, trademark rights, the right to one's own image or personality rights of third parties. In case the Suppliers uses works, protected materials of third parties or pictures of persons for the production of the Order-Object, the Supplier shall be responsible for having or obtaining all rights necessary to grant Lenzing the agreed use and exploitation rights.

It shall be the sole responsibility of the Supplier to review the Order-Object at own cost in order to be compliant with all applicable laws, in particular but not limited to unfair completion, trademark, copyright, data protection and administrative laws.

The Supplier shall indemnify and hold Lenzing harmless vis-à-vis all claims raised in connection with third party rights in relation to the Order-Object or its use by Lenzing and shall hold Lenzing completely harmless in this respect.

The acceptance of the Order-Object or the payment of any invoice shall not constitute any acknowledgement of a proper delivery or service.

7 Delivery Times

If specific delivery times are agreed, the order shall qualify as a firm deal with the consequence that the delivery terms are decisive and have to comply with. Irrespective of that the Supplier shall be obliged to immediately inform Lenzing if the Supplier becomes aware that the delivery time might not be met and shall indicate the respective reasons and the estimated delay.

Early deliveries or deliveries in part shall only be admissible upon prior written confirmation by Lenzing.

The Supplier shall hold Lenzing harmless for all damages triggered by delivery delays.

8 Secrecy

The Supplier shall be obliged to hold all confidential information received from Lenzing in the course of the order strictly confidential and not to use them in any other way. In particular, the Supplier shall not be entitled to provide any third parties with such confidential information without prior written consent of Lenzing. The Supplier shall be obliged to inform every employee who gains knowledge of the confidential information about this secrecy obligation and to oblige such employee to comply with such secrecy obligation and to conduct all proper measures to ensure the secrecy of the confidential information. The Supplier shall be liable that all respective persons comply with such secrecy obligations.

Confidential information are in particular but not limited to documents, data, trade secrets, know-how, ideas, marketing concepts as well as technical and economic information and or plans of Lenzing, irrespective in which form they are made available to the Supplier.

This secrecy obligation does not apply to confidential information:

- which through no fault of the Supplier becomes publicly known,
- which legally and without violation of a secrecy obligation has been received by the Supplier from third parties,
- which has been released by Lenzing in writing,
- which has to be disclosed by the Supplier on the basis of binding statutory provisions or decisions of a court or authority. However, the Supplier has to immediately inform Lenzing respectively.

The Supplier shall be obliged to return to Lenzing any confidential information made available to him in the course of the cooperation, including copies if any, as well as all respective recordings or to destroy them provably upon Lenzing's request.

The duty to observe secrecy shall continue after the determination of the contractual relationship between the parties for 10 years.

9 Data Protection

The Supplier is obliged to comply with all data protection provisions, in particular but not limited to the Data Protection Act 2000 and the Telecommunications Act 2003.

The Supplier shall in particular be obliged to use any personal data – including company data and processing results – made available to him by Lenzing in the course of this cooperation only for the fulfilment of the order and to return them to Lenzing or to any third party upon respective instruction by Lenzing.

10 Delivery Rules

Every delivery has to be made to the address of Lenzing as indicated in the order. Postal deliveries have to be sent to the address and to the attention of the person indicated in the order. Deliveries burdened with payment obligations are not accepted by Lenzing.

11 Invoicing

Invoices of the Supplier have to contain at least the following:

- Name and address of the Supplier,
- Date and number of the order,
- Date and number of the order confirmation.

Any costs or disbursements triggered by the non-compliance with such guidelines are to be borne by the Supplier. Invoices which do not comply with Lenzing's guidelines shall be deemed not issued and will be returned to the Supplier.

Invoices for premature deliveries or services shall become payable by Lenzing at the end of the delivery week set forth in the order at the earliest.

Invoices and order confirmations must not be sent together with deliveries but shall be sent to Lenzing separately. This shall not apply to copies of invoices in case of shipments from abroad.

12 Payment

If invoices comply with Lenzing's guidelines, payments shall be made unless agreed otherwise upon Lenzing's choice within:

- 90 days net or
- 45 days with 2% early payment discount or
- 30 days with 3% early payment discount

from the last day of the delivery month.

In case of delayed invoices the date of receipt shall be decisive.

In case of payment delays the Supplier shall be entitled to claim 4% interest. In case of payment delays the Supplier shall be obliged to send at least one written reminder containing a proper grace period. The Supplier shall not be entitled to charge any expenses for such reminders.

The Supplier shall not be entitled to withhold any services or deliveries, to declare any invoices due or to invoke or to set off such claims with claims of Lenzing because of payment delays. Lenzing shall be entitled to set off any claims vis-à-vis the Supplier with Supplier's claims.

Any assignment of claims vis-à-vis Lenzing shall require the prior written consent of Lenzing.

13 Termination

Lenzing shall be entitled to rescind an order at any time, even in the absence of any fault of the Supplier. In such case the Supplier shall be obliged to minimize costs which may be invoiced. Any additional claims, in particular but not limited to lost profits, are excluded.

14 Contact

Questions have to be directed to the contact person indicated in the order only. In any correspondence including notifications of dispatch, bills of delivery, bills of lading, invoices, correspondence etc the complete order number has to be indicated.

15 Miscellaneous

All earlier agreements shall become void. There are no oral agreements. General terms and conditions of the Supplier shall not be applicable even if the Supplier expressly refers to them.

The Supplier shall be independent from Lenzing. The contractual relationship with Lenzing is not intended to create any partnership, joint venture or representation authorization. No term of this purchase conditions may be deemed as the granting of any license or other rights with respect to the intellectual property rights of Lenzing or its licensors to the Supplier. The Supplier shall be obliged to at any time respect and recognize the intellectual property rights of Lenzing or its licensors and to immediately inform Lenzing about any violation of such intellectual property rights the Supplier becomes aware of. Without prior written consent of Lenzing the Supplier shall not be entitled to indicate the name, logos or trademarks of Lenzing or the contractual relationship with Lenzing as a reference.

The Supplier shall be obliged to provide for sufficient insurance coverage to cover all risks in connection with the order.

Unless expressly agreed otherwise in writing, the seat of Lenzing shall be the place of performance.

In case any party refrains from invoking its rights in connection with specific violations of the agreement by the other party, this shall not constitute any waiver of such party to invoke such rights at a later stage.

The Supplier shall not be entitled to assign rights or obligations arising out of the order to any third party without the prior written consent of Lenzing.

If any provision of these purchase conditions is or becomes invalid or enforceable, the remainder of these purchase conditions shall continue with full force and effect and the parties shall establish a valid provision whose economic effect comes as close as possible to the invalid provision.

General Purchase Conditions Marketing Lenzing AG, Lenzing Technik and Lenzing Fibers

The order shall be subject to the laws of Austria, the UN Convention for the International Sale of Goods shall not be applicable. Any claims or disputes arising out of or in connection with the order shall be subject to the exclusive jurisdiction of the courts competent for the seat of Lenzing. However, Lenzing shall be entitled to invoke the ordinary place of jurisdiction of the Supplier.