

§ 1

General information and Scope

- (1) Our purchase conditions apply exclusively; conflicting terms of the supplier or those that deviate from our purchase conditions will not be accepted, unless we have expressly agreed to them in writing. Our purchase conditions shall apply even if we accept the delivery of the supplier without any reservation, despite being aware of contrary or differing purchase conditions of the supplier.
- (2) All agreements reached between us and the supplier for the performance of this contract must be laid down in this contract in writing.

§ 2

Offer, offer documents, and order confirmation

- (1) As confirmation of the order, we request you to sign our order and add the company stamp, and send it to us via fax within 2 working days. If an order confirmation is not received in the aforementioned period, then the order shall be considered to be fully accepted.
- (2) We reserve ownership rights and copyrights to illustrations, drawings, calculations, and other documents; they may not be made accessible to third parties without our explicit written consent. These documents must be used only for the production of our order; after the order is processed, the documents must be returned to us without waiting for a special request for the same. These documents must be kept confidential from third parties, in this regard the provisions of § 9 para. (4) shall apply in addition.

§ 3

Prices and payment terms

- (1) The price indicated in the order is binding. In the absence of any written agreement to the contrary, the price shall include delivery DDP, 8770 St. Michael (according to Incoterms 2020), and packaging. Returning the packaging shall be subject to a separate agreement.
- (2) The statutory value added tax is not included in the price.
- (3) We can only process invoices if they contain the order number, job number, quantity and total price per item and the delivery receipt number according to the details in our order; the supplier shall be responsible for all the consequences resulting from the failure to observe this obligation.
- (4) We have offset rights and rights of retention to the extent permitted by law.

§ 4

Delivery dates

- (1) The delivery date specified in the order is binding and it must be considered as the date of delivery to the recipient.
- (2) The supplier shall be liable for any delays in delivery, even if they are caused by sub-contractors, shipments or forwarding companies commissioned by the supplier.
- (3) The supplier is obliged to inform us immediately in writing if circumstances occur, or if the supplier comes to know of such circumstances, the result of which is that the stipulated delivery date cannot be adhered to. If the delivery is not made, all the costs incurred must be borne by the supplier without any limitation.
- (4) If the delivery is delayed for more than 5 days, as far as it is possible, we have the right to procure the products that are not delivered in time by the supplier from elsewhere at the supplier's expense. Any extra costs shall be borne by the supplier.

§ 5

Transfer of risk and documents

- (1) Unless agreed otherwise in writing, the delivery must be via DDP, to 8770 St. Michael (according to Incoterms 2020).
- (2) The supplier is obligated to specify our order number correctly on all shipping documents and delivery notes; we are not to be held responsible for processing delays if the supplier fails to comply with this obligation.
- (3) All costs incurred additionally such as return transportation etc. shall be charged separately to the supplier in the form of a debit note.

§ 6

Inspecting defects and liability for defects

- (1) We are entitled to complain about quality and quantity deviations, whenever they are found, even if the deviations are from a previous delivery.
- (2) We are entitled to the statutory defect claims without restriction; in any case we are entitled to demand repair of the defect by the supplier or to demand delivery of a new item, at our discretion. The right to damage compensation, especially the right to damage compensation instead of the service remains explicitly reserved.
- (3) We have the right to remedy the defect at the expense of the supplier, in case of imminent danger or if there is special urgency.
- (4) The limitation period is 60 months, starting from the transfer of risk.
- (5) A fully paid invoice does not imply that the associated deliveries have been approved.

§ 7

Product liability, exemption, liability insurance protection

- (1) If the supplier is responsible for a product defect, then he is obligated to exempt us from third-party damage claims for damages at our first request, insofar as the cause lies within the supplier's organisation and sphere of control and the supplier is liable towards third parties.
- (2) As part of the supplier's liability for damages in terms of paragraph (1), the supplier shall also be obligated to reimburse costs incurred from or in connection with any product recalls carried out by us. We shall notify the supplier about the content and scope of the recall to be carried out, if possible and reasonable, and give the supplier an opportunity to respond. Other legal claims shall remain unaffected.
- (3) The supplier shall undertake to maintain a lump sum product liability insurance with a cover of € 10 million per personnel damage/property damage; if we are entitled to further damages, they shall remain unaffected.

§ 8

Property rights

- (1) The supplier guarantees that rights of third parties within the Republic of Austria are not infringed in connection with his supply.
- (2) If a claim is asserted against us by a third party as a result of such an infringement, then the supplier is obligated, to release us from these claims at our first written request; we do not have the right, without the approval of the supplier, to sign any agreements with third parties, or in particular to enter into a settlement.
- (3) This indemnification obligation of the supplier relates to all expenses that we have inevitably incurred from or in connection with a claim made by a third party.
- (4) The limitation period is ten years, starting from the conclusion of the contract.

§ 9

Reservation of title, supply, tools, confidentiality

- (1) If we supply parts to the supplier, we reserve the title to these parts. Processing or remodelling is done by the supplier for us. If parts subject to our reservation of title are processed with parts that do not belong to us, we get co-ownership of the new part in proportion to the value of our part (purchase price plus VAT) to the other processed parts at the time of processing.
- (2) If the part provided by us is inseparably mixed with parts that do not belong to us, then we get co-ownership of the new part in proportion to the value of our part (purchase price plus VAT) to the other mixed parts when the parts are combined. If parts are combined in such a way that the supplier's part is the main part, then it is agreed that the supplier shall transfer proportional co-ownership to us; the supplier shall preserve the sole ownership or co-ownership for us.
- (3) We reserve our title to tools; the supplier must use these tools exclusively for manufacturing the goods we have ordered. The supplier is obligated to insure tools belonging to us, for their original price, at his own expense, against damages caused by fire, water, and theft. At the same time, the supplier already assigns to us any compensation claims from this insurance; we hereby accept the transfer of these claims. The supplier is obligated to carry out necessary maintenance, inspection work and repair, servicing work for our tools in good time and at his own expense. The supplier must immediately notify us regarding any malfunctions; if the supplier culpably neglects to do so, the damage compensation claims will remain unaffected.
- (4) The supplier is obligated to maintain strict confidentiality with respect to all the images, drawings, calculations, and other documents and information. Information can be disclosed to third parties only after obtaining our explicit approval. The obligation to maintain secrecy shall apply even after processing this contract; it shall expire when the manufacturing information in the shared images, drawings, calculations and other documents becomes publicly known.
- (5) If our security rights that we have according to para. (1) and/or para. (2) exceed the purchase price of all our unpaid parts by more than 10%, we shall be obliged to relinquish the security rights of our choice if requested to do so by the supplier.

§ 10

Place of jurisdiction, place of fulfilment, applicable law

- (1) If the supplier is a trader, our place of jurisdiction shall be Leoben/Austria; however we have the right to prosecute the supplier at the court with jurisdiction for his place of business.
- (2) Unless specified otherwise in the order, our place of business is the place of fulfilment.
- (3) For all disputes, Austrian law shall apply.