

All orders and purchases are fulfilled exclusively according to these terms and conditions of purchase. Other terms and conditions are not governed by the contract, insofar as we do not accept those terms and conditions in writing prior to submission of the order confirmation. If we take delivery of the goods without express objections, it can in no way be considered that we accept different terms and conditions of contract.

## **1. Terms and conditions of contract**

- a) Only the text of our order and additional information in addition to these general terms and conditions of purchase are decisive for the terms and conditions of contract. The currently valid edition of the standard is to be applied for the public national or international standards detailed in the text of the order.
- b) Verbal agreements with our purchasing staff only become binding following our written confirmation.

## **2. Orders and contracts**

- a) If our orders are not accepted by the supplier via letter, e-mail, or fax within a week of receipt, with binding confirmation of the delivery time, we are entitled to withdraw them.
- b) We may request changes to the delivery items even after conclusion of the contract, insofar as these are reasonable for suppliers. Where there are changes to the contract, the effects for both sides should be taken into account appropriately, particularly with regard to additional costs and cost reductions as well as delivery schedules.

## **3. Delivery time and delayed delivery**

- a) Agreed schedules and deadlines are binding. The prerequisite for their observance is the arrival of goods at the agreed place of receipt.
- b) Early delivery and partial delivery require our agreement.
- c) The supplier is obliged to let us know in writing immediately, indicating the reasons and the predicted duration of the delay, if circumstances occur or are recognised, which mean that the agreed delivery time cannot be maintained.
- d) Where there is a delivery delay, we are entitled to request a contractual penalty of 0.5% - not subject to judicial mitigation - of the amount of the invoice per week commenced, but to a maximum of 5%, irrespective of proof of damage or fault. Enforcement of other damages not arising from a delay that may or may not be the fault of the supplier, are not affected by this.
- e) Insofar as no delivery deadline has been given, delivery within 14 days of conclusion of the contract as agreed, is applicable.

## **4. Packaging, transportation and insurance**

- a) The goods must be protected from damage through appropriate packaging approved by us, as well as through proper transportation.
- b) Wood as part of shipments entering the EU from all third countries must be treated in line with ISPM15 procedures and officially marked with the ISPM15 mark.
- c) Costs and risks are the responsibility of the supplier up to the time they reach the place of delivery including unloading. They must have specifically agreed premiums for reasonable transportation insurance, if nothing has been agreed to the contrary in writing.
- d) Risk transfers from the supplier to us at the place of delivery indicated.

## **5. Transportation regulations**

- a) Dangerous goods are generally freely moveable according to GGVSEB (ADR, RID).
- b) The most current version of INCOTERMS applies for all trade terms.
- c) The "DDP" terms and conditions of delivery apply exclusively for all purchases, whereby the destination, type of transportation and means of transportation must be agreed with our purchasing department for each delivery.

## **6. Quality and guarantee**

- a) The supplier must adhere to the accepted technical regulations, the safety regulations and the agreed technical data for their deliveries and services. The current valid edition of the standards must be applied. Perfect quality as well as dimensions must be ensured by the supplier via thorough final inspection. Changes to the items delivered require our prior written agreement.
- b) Acceptance is given on the condition of inspection, based on the absence of defects, and particularly on correctness, completeness and validity. We are entitled to inspect the goods, insofar as, and as soon as, this is feasible according to the proper course of business; any faults discovered will be notified immediately. Should a fault become apparent at this inspection, we are entitled to consider the entire delivery as faulty based on this partial result, and to send it back at the expense of the supplier. In this respect the supplier foregoes objection to delayed complaints.
- c) The terms of guarantee for our claims for defects begin with the delivery of the goods or the acceptance of the service, and is two years for claims by reason of, or associated with, the supply of goods, and five years if items have been used for their usual application for a construction. Apart from that, the legal periods apply. The guarantee period for reserve parts, which are thus marked or identified in individual contracts, is two years from successful installation, but ends with the expiry of the guarantee period for the ordered item at the earliest.
- d) We may request the rectification of the defect, the supply of a defect-free item, a price reduction or cancellation of the contract, as we choose, according to § 932 ABGB (Austrian Civil Code). For supplementary performance, the guarantee period begins again for replaced and repaired parts. The expenses incurred by our purchase are also included in the charges required for the purpose of supplementary performance.
- e) Should the supplier not commence with rectifying the fault immediately after our request for rectification of the fault, in urgent cases, we have the right to undertake this ourselves or via third parties, at the cost of the supplier, particularly to defend ourselves against acute risks or to prevent major damage.

## **7. Product liability**

- a) Insofar as the supplier is responsible for product defects, he is obliged to exempt us from claims for replacement of defects by third parties at our initial request.
- b) In this context, the supplier is also obliged to refund any expenses to us that arise from, or in association with, product recalls.
- c) The supplier will insure himself at the appropriate level against all risks to do with product liability, including recall risks, and provide us with a copy of the insurance policy upon request.
- d) The supplier conducts appropriate quality control according to the type and scope, and provides us with proof of this upon request.
- e) The supplier is obliged to provide all documents, instructions, drawings and other documentation required for use in the German language, unprompted and complete, in accordance with the regulations (installation, application, etc.) for the products he has supplied.
- f) If circumstances subsequently become known to the supplier, which may lead to product liability claims arising, he is obliged to inform us of these immediately and to make good any expense and damage, which we may suffer, or have to reimburse to third parties, in connection with recalls as a result of faulty products.
- g) The supplier is obliged to compensate us for product damage that has arisen through defective parts, as a result of products with which he has supplied us, including partial products.

## **8. Trade mark rights**

- a) The supplier ensures that the rights of third parties and commercial trade mark rights, are not damaged through the delivery or application of goods supplied.
- b) The supplier exempts the purchaser and his purchasers from all claims to the use of such trade mark rights.

## **9. Payment**

- a) a Payments are made, provided that nothing has been agreed to the contrary, within 14 days with a 3% discount, within 30 days with a 2% discount or within 90 days net, in all cases calculated from the receipt of the invoice, but not before receipt of the goods or services and not before their acceptance and, insofar as documentation, inspection certificates or similar documents are part of the scope of services, not before their contractual transfer to us. We are only considered to be late in paying if the supplier has reminded us of the due date expressly and in advance in writing.
- b) For defective delivery we are entitled to reasonably withhold payment, maintaining our right to a discount, until proper fulfilment.
- c) Assignment of a claim is only possible with our written agreement.
- d) Payment does not signify recognition of a properly executed delivery, and is therefore not a waiver of vested claims against defects in performance due to the guarantee and damages.

## **10. Invoices and delivery notes**

- a) Our full order number is to be indicated on each invoice and delivery note.
- b) Invoices must include precisely specified details on the order number, order date and goods supplied (description of the type and amount) and must conform to the provisions of statutory VAT. Where this fails to conform, we reserve the right to alter the due date of the invoiced amount.
- c) Invoices should be sent to us with three copies for domestic orders and with seven copies for foreign orders.
- d) The delivery note and a copy of the invoice must be included with the goods delivered.

## **11. Force majeure**

- a) Forces majeures, industrial disputes, riots, official decrees and other unavoidable events exempt the contract partner from their obligations to perform for the duration of the disturbance and in the scope of their effects. The contract partners are obliged, within reason, to give each other the required information immediately and to adapt their obligations to the changed circumstances in good faith. Moreover, we are also entitled to cancel the agreement at no cost to us, as we choose.
- b) The supplier's appeal due to force majeure is excluded for the purchase of metals.

## **12. Tool costs, means of production and information**

- a) The tools and facilities required for production of the ordered goods, as well as their maintenance and renewal are basically the responsibility of the supplier. We have the right to acquire and use such tools, dies or models (if necessary with consideration of the wear and tear and amortisation) against payment of the cost price.
- b) Models, matrices, templates, patterns, tools, drawings, construction details, calculations and other means of production as well as drafts and other information remain, or become, our property and may only be used for supply and services to third parties with our prior written agreement. The means of production we hold must be safeguarded carefully and free of charge by the supplier and released to us at any time we request without right of retention.

## **13. Ownership and provision**

- a) We recognise regulations in the terms and conditions of delivery of the supplier on their title retention. We agree to assignments made based on extended title retention at the outset, provided that we reserve all rights with regard to the assignee, which would apply to us in terms of the supplier without assignment.
- b) Goods provided by us remain our property. They may only be used according to their specification. The supplier must undertake appropriate receipt inspection for the correctness of the goods provided and must inform us of the results of the receipt inspection. Where our goods are processed by the supplier, we are considered to be the manufacturer, without any obligations applying to us, and we acquire ownership of the newly created goods. If the processing is carried out along with other materials, we acquire ownership in proportion to the invoice value of our goods compared to the other materials. In the event of our goods being combined or mixed with an item from the supplier, this is to be viewed as the main item, and co-ownership of the item reverts to us in proportion to the invoiced value of our goods compared to the invoice, or in the absence thereof, to the market value of the main item. In these cases, the supplier counts as the custodian.

## **14. Subcontracts**

The following also applies to subcontracts:

- a) The supplier must immediately inspect the subcontracted goods for any transportation damage or obvious material defects, wrong deliveries and incorrect amounts upon receipt, and inform us immediately of any complaints.
- b) The supplier may only process and manufacture perfect subcontracted goods. He must therefore only proceed appropriately so that the specified purpose of application of the subcontracted goods is neither affected nor put at risk through processing and manufacturing. The supplier is liable under the extent of the law.

## **15. Place of delivery and place of jurisdiction**

- a) The place of delivery for all contractual commitments is the place of reception specified by us.
- b) If the purchaser is registered trader then the place of jurisdiction is St. Pölten. However, we may also choose to specify the relevant court to suit the supplier in terms of region and function.

## **16. Legal provisions and applicable law**

Provided that there is nothing to the contrary stated above, the legal provisions of the law of the Republic of Austria apply exclusively for the contract and its execution, with the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods, 11/04/1980.

## **17. Environmental and safety-related provisions**

- a) Environmental and safety terms and conditions must be adhered to according to the current USB document. These general environmental and safety terms and conditions are published on the Internet sites of both company locations or may be requested from purchasing.
- b) For the supply of scrap metals, metal waste and metal residues, the "General terms & conditions for the supply of scrap metals, metal waste and metal residues", published by the Professional Association for the Austrian Metal Industry apply in the latest valid version, insofar as these do not contradict the "General terms & conditions of purchase" known to the supplier