

1. General

- 1.1. We place orders exclusively on the basis of the following terms and conditions of purchase.
- 1.2. Ancillary agreements, as well as subsequent amendments to the contract, must be signed in writing by both parties to the contract; this also applies to a mutually agreed departure from this requirement.
- 1.3. The terms and conditions of the delivery company do not apply even if they have not been contradicted by us. Such terms and conditions as well as Austrian standards only apply to the extent that they do not contradict the order or these terms and conditions of purchase or any other mutually agreed contractual terms.
- 1.4. Upon receipt of the order confirmation by the delivery company, the content of the order and our terms and conditions of purchase shall be deemed to have been accepted by the supplier without reservation.

2. Date of delivery

- 2.1. Delivery dates stated in the order are to be understood as arriving at the plant A-1220 Vienna, Puchgasse 9.
- 2.2. The delivery dates specified by us are binding and must be strictly adhered to by the delivery company.
- 2.3. If the delivery company exceeds a delivery date, we are entitled to
 - to demand delivery as soon as possible
 - withdraw from the contract in whole or in part without prior setting and/or granting of a grace period.
- 2.4. A request for immediate delivery does not affect our right to withdraw from the contract at any time up to the time of the actual delivery.
- 2.5. If the delivery company is in default of delivery, it shall be liable to us for any
 - from their delay in delivery and/or
 - resulting from any damage declared by us due to your delay in delivery.
- 2.6. If the supplier intends to make partial deliveries in deviation from the order, such deliveries are only permissible with our consent.

3. Prices

- 3.1. The prices specified in the order are considered fixed prices and are exclusive of VAT.
- 3.2. Changes to the prices set out in the order are only permitted with our express written consent.

4. Shipping and delivery

- 4.1. Shipping and delivery are carried out according to our specifications at the expense and risk of the delivery company.
- 4.2. The Incoterms 2020 apply to all trade clauses.
- 4.3. The delivery company must insure the transport sufficiently at its own expense.

5. Invoices and due date

- 5.1. The customer is only obliged to pay after complete receipt of the goods/service, including all documents and transmission, of an invoice in accordance with §11 of the Value Added Tax Act in the applicable version with the additional information of the order number, order date, delivery note number, delivery note date as well as the country of origin of the goods and the applicable customs tariff number.
- 5.2. In accordance with the formal requirements of point 05.1., invoices must be sent for each order by e-mail (in .pdf format) to the separate e-mail address of the purchaser. Invoices that do not comply with point 05.1 will not be processed; agreed payment terms only apply from the submission of an invoice valid after 05.1. Collective invoices are to be agreed separately.
- 5.3. The due date shall be in accordance with the terms of payment made, but in no case before complete and proper delivery.
- 5.4. Unless other payment terms have been agreed, our standard payment terms apply, namely:
 - 30 days minus 3% discount
 - 60 days minus 2% discount
 - 90 days net

6. Prohibition of assignment

- 6.1. The supplier company is not entitled to assign or pledge its claims against us from delivery transactions to third parties or otherwise to transfer the economic possibility of disposing of such claims to third parties.

7. Warranty and guarantee

- 7.1. The warranty period is 3 years and begins from the commissioning or use of the delivery item.
- 7.2. Defects, regardless of whether they have already been detected at the time of delivery or have only come to light later (hidden defects), must be remedied by the supplier immediately after the complaint has been made at its own expense.
- 7.3. We are not obliged to comply with certain deadlines for filing a complaint from the time defects are discovered or discovered in order to protect our claims; statutory obligations to give notice, in particular those pursuant to the provisions of Section 377 of the German Commercial Code (HGB) and Section 928 of the Austrian Civil Code, shall be deemed to have been expressly waived.
- 7.4. If parts of the scope of delivery do not comply with our regulations or customary conditions upon random inspection, we are entitled to reject the complete delivery and return it to the supplier at its expense; if we demand a new proper delivery, the delivery company must deliver properly without delay.
- 7.5. In urgent cases or in the event of default on the part of the delivery company, we are entitled to remedy defects ourselves or to have them remedied at the expense of the supplier company, even without a prior complaint.
- 7.6. The assertion of claims arising from the warranty does not affect our claims for damages.
- 7.7. Without prejudice to the warranty, the supplier grants us a two-year functional warranty for devices, machines and the like.

8. Packaging

- 8.1. Unless otherwise agreed, the packaging must be provided by the supplier at its own expense and risk.
- 8.2. Rental containers, drums, crates, etc. will only be returned to the delivery company at their expense.
- 8.3. We do not accept deposits for containers etc.
- 8.4. Damage to the delivery item caused by improper packaging is at the expense of the delivery company.

9. Ownership

- 9.1. The delivery item must be delivered free of reservation of title or other rights of the supplier or third parties.
- 9.2. If the order confirmation or other documents relating to the delivery indicate retention of title or other rights of the delivery company or third parties to the delivery item, we are entitled to reject the delivery as not in accordance with the contract.

10. Applicable law

- 10.1. The contractual relationship is subject to Austrian law, which is applicable in the event of a dispute.
- 10.2. The application of the CISG (UN Convention on Contracts for the International Sale of Goods) is excluded.

11. Place of performance and jurisdiction

- 11.1. The place of performance is Vienna.
- 11.2. The place of jurisdiction for all disputes arising directly or indirectly from the business relationship, in particular for all disputes arising from the performance or non-performance, existence or non-existence of the contract(s) between us and the supplier company, is the court with territorial and factual jurisdiction for the 1st district of Vienna.
- 11.3. We are entitled to assert our claims against the delivery company in the jurisdiction of another place of jurisdiction given to it.
- 11.4. If the jurisdiction of a sufficiently specifically designated arbitral tribunal has been determined between the parties to the contract in a legally valid form, the parties to the contract must assert their claims against each other before this arbitral tribunal with jurisdiction in accordance with the agreement reached.