

1. Scope of Validity

Our Terms and Conditions of Purchase apply to business transactions with companies, legal entities under public law and special funds under public law. Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any general terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing.

Our Terms and Conditions of Purchase shall also apply if we accept deliveries of products and services from the supplier or pay for them with the knowledge that the supplier's terms and conditions differ from or deviate from our Terms and Conditions of Purchase.

Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

2. Orders

Only written orders shall be valid. Changes to the contract must be confirmed in writing by the client in order to be legally effective. The order must be confirmed in writing within 2 working days, otherwise we are entitled to cancel the order.

3. Pricing / Price Setting

The prices agreed in the order are fixed prices. Subsequent price changes must be expressly acknowledged by the client in writing. If no prices are stated in the order, these must be stated in the order confirmation.

If the price is determined by weight, the weight verified by the client shall be determinant in setting the price.

Delivery terms shall be subject to prior agreement, otherwise the DDP destination in accordance with INCOTERMS® 2020 shall apply, including packaging costs.

4. Shipment

The goods are to be packaged in the appropriate and proper customary commercial form, protected against possible harmful factors. Any labeling instructions provided by us must be strictly adhered to. The supplier must indicate in writing any special features or eventual legal requirements for disposal with each delivery. If the supplier is a member of the ARA, then the supplier must provide us with its license number in writing, e.g. in the order confirmation.

5. Transfer of Risk

In the case of deliveries with installation or assembly, the risk shall be transferred upon acceptance by a person authorized to do so by the client.

In the case of deliveries without installation or assembly, the risk shall be transferred upon receipt at the place of receipt as specified by the client.

6. Payment

The client shall generally pay 3% within 14 days or the net total within 30 days. The date of receipt of the invoice by the client shall be deemed to be the cut-off date for the discount deduction. Other payments, advance payments or partial payments must be agreed in writing.

Payment does not imply any recognition of the correctness of the deliveries/services and thus no waiver of claims arising from defects in performance due to warranty or compensation.

7. Delivery Time and Penalties

The timely delivery of goods / services shall be determined by the date of receipt at the place of receipt as specified by the client. Agreed delivery and service dates and deadlines are binding. The punctuality of deliveries with installation, assembly or services depends on their reception by authorized personnel of the client.

Delivery dates shall only be deemed to have been met if the documentation specified in the contract or order (e.g. technical, shipping and test documentation, safety data sheets) has also been delivered in full. If the agreed delivery deadline is exceeded for reasons for which the supplier is responsible, the client is entitled to charge a delay penalty of 2% for each week or part thereof, up to a maximum of 10% of the total amount. The unconditional acceptance of delayed deliveries/services shall not constitute a waiver of the default penalty.

Anticipated delays in delivery must be notified to the client in writing, stating the reasons and the expected delay.

After a reasonable grace period set by the client has expired without delivery, the client may withdraw from the order and make a substitute purchase at the expense of the supplier.

8. Warranty / Defects

The acceptance of goods and services shall be subject to inspection for defects, in particular also for correctness, completeness and suitability. We are entitled to inspect delivered goods to this extent, and as soon as this is feasible, in the course of ordinary business. Any defects discovered shall be notified by us immediately upon discovery. In this respect, the supplier waives the objection of delayed notification of defects.

The warranty period is generally 24 months. It generally begins with the acceptance of the delivery / service, whereby the following shall apply:

If the client has to fulfill a warranty period vis-à-vis its customer that is longer than 24 months, then this shall also transfer to the deliveries / services of the supplier intended for this purpose. The client shall inform the supplier of this circumstance with its purchase order.

The client is not obliged to inspect the deliveries / services for defects immediately upon receipt or to notify the supplier of such defects. The warranty claim shall be deemed to have been met if it is asserted within the warranty period. Any defects detected, in particular those which become apparent during processing or further assessment thereof, shall be rectified by the client directly

and professionally, particularly in urgent cases, for the purpose of minimizing damage. The costs incurred for this shall be invoiced to the supplier in accordance with the client's applicable billing rates.

9. Product Liability

If the client provides services to its customers or third parties which are defective as a result of the supplier's deliveries / services, the supplier shall fully indemnify the client against such claims.

10. Duties of Notification and Due Diligence

If the supplier becomes aware of defects in its own goods or services or those of its suppliers or service providers, it must notify us immediately.

11. REACH/RoHS Conformity and Duty to Inform

The supplier undertakes to comply with the REACH Regulation (Regulation EC No. 1907/2006) for the goods supplied, including packaging. In particular, the supplier assures that the delivered goods / products as well as their packaging, does not contain any substances in excess of 0.1% by mass (SVHC substances) or RoHS of more than 0.1 or 0.01% by weight, or possible conflict minerals on the current candidate list pursuant to Art. 59 (1) of the regulation. The supplier is obliged to (pre-)register all delivered substances itself or have them registered by upstream suppliers, insofar as it is subject to registration obligations under REACH. If the supplier is not itself subject to registration under the REACH regulation, it shall oblige its upstream suppliers to comply with their obligations under REACH. Any registration undertaken by the supplier or its upstream suppliers in respect of the goods supplied shall be evidenced in writing upon request.

The supplier shall ensure that, if the goods / products or their packaging supplied by the supplier contain substances covered by REACH, these are registered accordingly. The supplier commits to provide us with all information and documentation required under the regulation (in particular in accordance with Art. 31 et seq. of the REACH Regulation) within the deadlines specified in REACH or to forward the information from its upstream supplier to us without delay.

If claims are asserted against the client by customers, competitors or authorities due to a violation of REACH regulations which is attributable to goods of the supplier, then the client is entitled to demand indemnification from the supplier against these claims or compensation for the damage caused by non-conformity to REACH regulations.

12. Models, Tools, Drawings or Other Materials / Data

Samples, models, drawings and other materials / data provided by us shall remain our intellectual property, which we may freely utilize. These assets and materials / data may only be used for the execution of our orders and may not be made accessible or handed over to third parties. They must be returned to us free of charge after delivery of the order. Should a breach of these provisions have been caused by the supplier, even through slight negligence, the supplier shall compensate us for all damage caused by the disclosure of our intellectual property.

13. Patents / Rights

The supplier shall indemnify and hold us without liability in the event of any patent, design protection or copyright disputes arising from his delivery / service, and shall guarantee us the unrestricted use of the goods delivered or services rendered.

14. Force Majeure

Only natural disasters, fire, explosions, wars or strikes are deemed to be cases of "force majeure". The beginning and end of "force majeure" must be reported to the client immediately in writing, with confirmation from the relevant chamber of commerce. "Force majeure" lasting longer than 6 months entitles the client to withdraw from the contract. All documentation and aids required for replacement production must be provided in full.

15. Applicable Law / Jurisdiction

The INCOTERMS® 2020 and Austrian law shall apply.
Place of jurisdiction and place of performance is Innsbruck.

Valid as of 24. April 2024