

## **GENERAL TERMS AND CONDITIONS OF PURCHASE OF PLANLICHT GMBH & CO.KG**

### **1. General**

All orders and enquiries of PLANLICHT GmbH & Co.KG and its affiliated companies (hereinafter: "Customer"), without exception, are subject to these General Terms and Conditions of Purchase (hereinafter: "Terms and Conditions of Purchase"). The Terms and Conditions of Purchase are an integral part of all contracts, which the Customer concludes with his contractual partner (hereinafter: "Supplier"). The Terms and Conditions of Purchase also apply – in the respective current version – for order extensions and all future business relations with the Supplier, even if the Terms and Conditions of Purchase are not separately stipulated again.

General terms and conditions of the Supplier shall not apply to the contract even if the Customer does not expressly object. Neither shall they apply if the Customer – even if aware of the Supplier's general terms and conditions – accepts the delivery or service without further reservation or, in case formal acceptance is requested, accepts the delivery or service or makes payments.

If an affiliated company of PLANLICHT GmbH & Co.KG includes their own general terms and conditions in an enquiry or in an order, they shall supersede.

### **2. Offers/Orders**

#### **2.1 Offers and cost estimates**

In the absence of any other explicit agreement, offers and cost estimates of the Supplier are free of charge and binding for the Supplier, but they do not entail any obligations for the Customer. The Supplier has to adhere to the Customer's requests relating to quantity and quality in the offer or cost estimate and has to advise the Customer in case of any deviations.

#### **2.2 Orders**

The conclusion of the contract occurs by binding order of the offer by the Customer. The acceptance of an offer by the Customer is only binding if it is confirmed in writing by the responsible purchase department (hereinafter: "Order").

Mere silence of the Customer is not considered an Order nor any other legal declaration.

Each Order has to be confirmed in writing by the Supplier within 1 (one) working day (order confirmation). If the Supplier does not fulfil this obligation, the Customer is entitled to cancel the Order at his sole discretion and free of charge until the actual receipt of the order confirmation or full delivery by the Supplier, whichever happens first.

#### **2.3 Prices**

The agreed prices are fixed prices. Costs for packaging, freight charges and transport to the delivery address or point of use/unloading specified by the Customer are included in the prices.

If, according to the contract, the Customer has to bear the transport costs, the Supplier must arrange for the cheapest transport option available to meet the confirmed delivery date and separately list these costs on the Supplier's invoice.

Unilateral changes in price between Order and delivery are excluded. Mutual changes in price are only valid if made in writing.

## 2.4 Payments conditions

In the absence of any other express written agreement in advance, the Customer's term of payment is 45 days net upon receipt of the invoice after delivery/service has been duly rendered by the Supplier. If payment is made within 21 days upon receipt of the invoice, the Customer is entitled to a discount of 3%; this also applies to agreed partial payments. Delay due to mail and bank transfer does not count towards the term of payment. The Customer reserves the right to return invoices which have not been issued properly to the Supplier; in this case the invoice is considered not yet issued.

The Supplier is not entitled to assign its claims against the Customer to third parties without the Customer's prior written agreement (prohibition of assignment).

## 2.5 Delivery

Place of performance is the Customer's place of business or, if applicable, the delivery address or place of use/unloading specified in the Order (DAP/ Incoterms 2020). Each delivery has to enclose the shipping documents/delivery notes, dispatch notes and packing slips showing the respective order number, material number, article number and delivery quantity. In the case of deliveries from non-EU countries, the Supplier additionally has to provide the Customer with the information required under Import Control System 2 (ICS2).

The Supplier is liable for safe and proper packaging. The Supplier has to follow any stricter packaging requirements requested by the Customer. Nevertheless, the Supplier shall avoid unnecessary packaging.

The transfer of risk takes place after acceptance of the delivery/service by an employee authorised by the Customer at the respective place of performance determined by the Customer. The Customer acquires ownership of the delivery/service at the time of acceptance. There is therefore no retention of title in favour of the Supplier.

## 2.6 Excess and short delivery

Excess or short deliveries require the express written consent of the Customer.

## 2.7 Delay

In the absence of any agreement to the contrary, all orders are fixed-date transactions. Any delay entitles the Customer to rescind the contract – without the need for a grace period – unless the Customer announces a new delivery date within 3 (three) days after the time for the delivery has elapsed, which, in the absence of a declaration to the contrary, is also a fixed date.

The Supplier is obliged to deliver the products or services on the Customer's requested date. An alternative delivery date can only be agreed in writing.

In the event of delay, the Supplier has to bear the costs incurred by the Customer for his additional expenses or any substitute performance.

Furthermore, in the event of delay – irrespective of a rescission of contract – the Supplier is obliged to pay a contractual penalty to the Customer in the amount of 10% (ten per cent) of the respective total net order amount regardless of negligence or fault. Any further claims of the Customer remain unaffected.

## 2.8 Transferring Orders to third parties

Transferring Orders to companies affiliated with the Supplier or to other third parties is inadmissible without the prior written consent of the Customer and entitles the Customer to withdraw from the contract in whole or in part and to claim damages.

### 3. Warranty and liability

Warranty and liability comply with the statutory provisions, unless otherwise stipulated in these Terms and Conditions of Purchase or in any other written agreement between the Customer and the Supplier.

The Supplier shall ensure that all products and services delivered by him comply with the latest state of the art, the relevant legal (national as well as European) provisions and the agreed functions and specifications.

If the Supplier recognises due to his expertise that an order is incomplete or that the delivery or the service cannot achieve the intended purpose, or if he has doubts about the type of execution requested by the Customer, he has to inform the Customer of this circumstance in writing (duty to warn). This also applies to any suggestions for improvement or proposals for modification by the Supplier concerning the requested delivery or service. Mere silence on the part of the Customer does not constitute an agreement to the alteration of the contract.

If the Customer has issued an initial sample release for a specific product, the Supplier warrants that each delivered product of this type fully matches with the sample released by the Customer.

The Customer's obligation to give immediate notice of defects pursuant to §§ 377 f UGB is excluded. The Customer is therefore not obligated to inspect the delivered products immediately and to give notice of defects.

If the Customer notifies the Supplier of a defect, the Supplier has to react immediately and make a first statement within 48 hours. At the Customer's request, the Supplier has to provide the Customer with the results of a defect analysis executed by the Supplier. If the Supplier does not comply with the request within an appropriate period, the Customer is entitled to execute its own defect analysis or have it executed by a professional at the expense of the Supplier.

Defects in the delivery or service notified during the warranty period, which also include the non-fulfilment of guaranteed data and the absence of warranted characteristics or agreed quality, must be remedied by the Supplier immediately and free of charge, including free of all ancillary costs (e.g. transport, labour, installation and dismantling costs), at the Supplier's discretion by replacement of the defective products or by remanufacturing the work or by rectification. Any costs connected to returns of defective products are carried out at the Supplier's risk and cost. Any further claims of the Customer, in particular the rights to withdrawal, price reduction or damages, remain unaffected.

In urgent cases, the Customer may, after consultation with the Supplier, carry out the rectification himself or have it carried out by a third party at expense of the Supplier. In the interest of timely performance towards his own customers, the Customer may rectify minor defects himself without prior consultation and without affecting the Supplier's warranty obligation.

The warranty period for products and works delivered by the Supplier is 36 (thirty-six) months, unless the parties have expressly agreed otherwise in writing or the law provides for a longer warranty period. The period of warranty begins at the earliest with the delivery of the goods at the place of receipt or use/unloading named by the Customer.

The warranty period extends by the period during which the defective product or work cannot be used as intended due to the defect. In the event of replacement or rectification, the original period of warranty for the replaced or rectified parts or for the newly produced work commences anew.

If the Customer has notified a defect and the Supplier delivers similar products or services in a defective or delayed manner again, the Customer is entitled to withdraw immediately from the contract without prejudice to other claims. In this case, the right of withdrawal also includes such deliveries and services which the Supplier is still obliged to provide to the Customer in the future under this or another contractual relationship.

The Supplier undertakes to insure himself against all risks arising from product liability to an appropriate amount. The insurance coverage has to be demonstrated to the Customer in writing upon request. This provision is not to be understood as a limitation of the Supplier's liability.

## **4. Provided goods, tools**

### **4.1 Goods provided**

The Supplier shall inspect goods provided by the Customer immediately upon receipt and check them for defects and inform the Customer immediately in writing in case of defects.

Goods provided remain the property of the Customer and must be stored free of charge, clearly marked and properly handled. They may only be used for the Customer's Orders. In the event of depreciation, damage or loss, the Supplier shall provide compensation.

The Supplier shall insure the goods provided by the Customer at least at their market value against fire, water, theft and comparable cases of damage at his own expense.

### **4.2. Tools**

Tools, moulds or other means of production provided to the Customer or commissioned by the Customer shall become the Customer's property upon payment by the Customer. The Supplier shall clearly mark these tools as the property of the Customer, store them in a suitable manner and treat them with care. Maintenance work arising in the course of production shall be carried out by the Supplier on his own initiative and at the Supplier's expense. The Supplier shall not be entitled to a right of retention in this respect.

The Supplier shall insure them at their replacement value against fire, water, theft and comparable cases of damage at his own expense.

The Supplier is obliged to use them exclusively for the manufacture of the goods ordered by the Customer. They may only be scrapped or made accessible to third parties with the prior written consent of the Customer.

## **5. Force majeure**

If the Supplier is unable to meet the agreed deadline or date due to force majeure (e.g. natural disasters, riots, military or medical events, fire, flooding, trade restrictions) or due to other unforeseeable and unavoidable disruptions to production in his own business, the delivery/service period shall be extended by the period of disruption. The Supplier may only invoke the aforementioned reasons if he immediately informs the Customer in writing of the impediment and its expected duration.

If the disruption is not only temporary and acceptance is unreasonable for the Customer in light of the delay, the Customer is entitled to withdraw from the contract with regard to the part not yet fulfilled. In the event of partial performance, the Customer shall be entitled to withdraw from the contract as a whole (also with regard to the already performed part) if the Customer has no interest in the partial performance.

## **6. Business secrets and IP rights**

The Supplier undertakes to keep all trade and business secrets, internal company information, business processes and working methods of the Customer secret and not to make them accessible to third parties; the Supplier shall effectively transfer this confidentiality agreement to persons involved in the realisation of the subject matter of the contract. This obligation shall apply for an unlimited period of time, thus also for the time after termination of all contractual relations with the Customer. The Supplier is obliged to return all documents containing information in this regard immediately upon the Customer's request. In the event of a breach of this provision, the Supplier shall pay a contractual penalty irrespective of fault in the amount of € 5,000 (in words: five thousand euros) to the Customer in each individual case. Any further claims of the Customer, in particular damage claims, remain unaffected. The customer shall be at liberty to assert further damages and other claims.

The Supplier may only name the Customer as a reference to third parties with the Customer's prior written consent.

The Supplier warrants and represents that all deliveries are free from third party rights and, in particular, that the delivery and use of the delivered items does not infringe any patents, licences or other intellectual property rights of third parties. In the event that a delivery or work performance is subject to an industrial property right or copyright of the Supplier, the Supplier shall irrevocably grant the Customer a right of use, exploitation and processing, unlimited in terms of space, time, purpose and content, without further payment.

Tools, moulds, samples, models, profiles, drawings, standard sheets, 3D CAD data, print templates and gauges provided by the Customer or commissioned by the Customer may not be passed on to third parties by the Supplier or used for purposes other than the contractual purposes without the written consent of the Customer. They shall be specially secured against unauthorised inspection or use. Subject to further rights, the Customer may demand their return at any time. They are to be returned without request after fulfilment of the contract. In this respect, the Supplier waives any rights of retention.

The Supplier may not make information obtained from the Customer accessible to third parties unless it is generally known or has become known to the Supplier in another lawful manner.

## **7. Code of conduct/social standards/environmental protection**

The Supplier is bound to strict compliance with all applicable laws and regulations, in particular: competition and anti-trust law, combating money laundering, active and passive corruption, as well as any undue influence on decisions (especially in the case of public-sector clients), data protection and security, export/import and economic sanctions law, respect for the personal dignity, privacy and personal rights of each individual. Any form of discrimination based on ethnic origin, culture, religion, age, disability, skin colour, sexual identity, ideology and gender as well as any form of sexual harassment or other personal attacks on individuals are prohibited.

The Supplier undertakes to strictly comply with all applicable laws and industry-specific regulations regarding working conditions, in particular: working hours (incl. overtime), minimum wage, freedom of association, child labour, forced labour.

The Supplier undertakes to strictly comply with all applicable laws, regulations and internationally acknowledged standards regarding environmental protection and conservation of natural resources as well as voluntarily and continuously improving these standards.

## **8. Miscellaneous**

There are no oral side-agreements to these Terms and Conditions of Purchase. Side-agreements of any kind, amendments or supplements have to be made in writing to be effective. This also applies to any waiver of this written form requirement. Written form within the meaning of these Terms and Conditions of Purchase means the transmission of a declaration by post, courier service, e-mail, fax, messenger service or by personal handover.

If any terms of these Terms and Conditions of Purchase are or become invalid or if there is a loophole, this does not affect the validity of the remaining provisions. Instead of the invalid provisions or in order to fill the loophole, an appropriate provision has to be agreed which comes closest to the intention of the contracting parties in economic terms or, if applicable, would have been agreed in accordance with the meaning and purpose of the contract.

For all disputes from and in connection with the contracts concluded between the Customer and the Supplier, the competent court for A-6020 Innsbruck shall have exclusive jurisdiction. However, the Customer reserves the right to sue the Supplier at any other legal place of jurisdiction.

The main contract language is German. In case of conflicting language versions, the German version shall prevail.

These Terms and Conditions of Purchase as well as all contracts concluded between the Customer and the Supplier shall be governed by and construed in accordance with Austrian law with the exception of Austrian

conflict-of-laws rules. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

Status: March 2023

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*UID: ATU33162706 | FbNr: FN 24492V | LG Innsbruck*

*EORI: ATEOS1000002183*