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AUTEFA Solutions Austria GmbH - General Terms and Conditions of Purchase for Supplies and Services Edition 07/2018

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The following terms and conditions of purchase shall apply to all business relations unless expressly agreed otherwise in writing. Deviating, conflicting or supplementary terms and conditions shall not apply, even if AUTEFA is aware of them, unless AUTEFA has explicitly agreed to their application. Contractual performance acts by AUTEFA shall not be deemed as consent to deviating contractual terms and conditions. These terms and conditions shall also apply as a framework agreement for all further legal transactions between AUTEFA and the contractor (CO).

1. general terms and conditions for orders

Orders, modifications, and additions are only legally binding if they have been issued in writing by the purchasing department authorized to do so. The Contractor (CO) may only refer to agreements with other persons if he immediately informs the responsible purchasing department and the latter's written confirmation is available. These Terms and Conditions of Purchase shall be deemed accepted at the latest when the Contractor begins to execute the order. Verbal agreements require written confirmation by the responsible purchasing department to be legally effective. The order date shall be the date on which the order is sent. The order shall be confirmed or rejected in writing immediately. If the Contractor does not reject the order within three days (received by AUTEFA) from the order date, the contract shall be concluded with the contents of the order. As long as the order is not accepted by order confirmation, with which the order is accepted in full, AUTEFA shall be entitled to withdraw from the order without giving reasons and free of charge. The withdrawal shall be deemed to have been made in due time if it has been sent before receipt of the declaration of acceptance. Deviations from orders shall be clearly indicated and require the explicit written consent of AUTEFA in order to be effective. The unconditional acceptance of order confirmations or deliveries does not imply any acknowledgement of the CO's GTC. Terms and conditions of the CO and its GTC are hereby explicitly rejected. AUTEFA may at any time request changes in the design and execution of the order or the delivery item. If, as a result of such changes, the agreed delivery times can no longer be met, or if an increase in the agreed prices is necessary, the CO shall

immediately notify AUTEFA thereof and submit a reasonable proposal in writing with respect to the delivery time and/or price increase. Otherwise, the originally agreed delivery periods and prices shall also apply to the modified order.

2. prices

The agreed prices are fixed prices including all taxes (except VAT) and duties. If the order does not contain any other provisions, the pricing shall be "DDP" in accordance with INCOTERMS 2020. The price includes the costs of documentation, technical inspection, packaging, marking, labelling, etc. The price shall also include the costs of the delivery of the goods. In the case of deliveries abroad, the Contractor's services shall include export customs clearance, including the assumption of all associated costs.

3. payment and invoice

Unless otherwise agreed, AUTEFA shall make payment within 30 days after invoicing and after fulfilment of all conditions specified for this purpose in the order, in particular also the proper delivery of documentation, with 3% discount or 60 days net. Complaints about the delivery/service entitle AUTEFA to withhold payments due. Payment does not imply any acknowledgement of the correctness of the delivery and services and thus no waiver by AUTEFA of performance, warranty, guarantee, damages, contractual penalties, etc. In the case of a notice of defect or complaint, the purchase price may be retained in full. Invoices shall include the order and delivery note number as well as AUTEFA's UID. The sales tax must be shown separately. Invoices may not be enclosed with the shipments.

4. packaging and shipment

The shipping conditions and packaging guidelines of AUTEFA shall apply. If these are not available to the Contractor, they must be requested from AUTEFA. The Contractor shall provide a valid proof of preference (such as movement certificate, certificate of origin, etc.). Separate instructions from AUTEFA shall be observed. Unless otherwise stated in AUTEFA's shipping terms, the shipping documents accompanying the goods shall not contain any indication of value. AUTEFA shall only bear the costs of transport insurance if this has been agreed in writing. In case of non-compliance with AUTEFA's shipping, packaging, customs clearance or documentation requirements, all resulting risks, damages and costs shall be borne by the Contractor.

5. appointments

The delivery dates specified in the order shall be binding and shall be understood as arriving at the place of performance. If the CO realizes that the agreed dates cannot be met, he shall immediately notify AUTEFA in writing, stating the reasons and the expected duration of the delay. If the CO fails to meet the dates agreed in the purchase order, the CO shall pay the following contractual penalties, each calculated from the total order value, until the actual delivery date. The contractual penalties shall be deducted from the Contractor's current invoices.

- delivery and performance
1% per week of delay or part thereof, up to a maximum of 10% of the total value;
- documentation
1% per week of delay or part thereof, up to a maximum of 10% of the total value;

The obligation to pay a contractual penalty shall arise for the Contractor upon the occurrence of the default. The payment of contractual penalties shall not release the Contractor from its fulfillment obligations and resulting liability.

6. warranty, exclusion of the notice of defects

The Contractor warrants and represents that all specific deliveries and services also meet the latest state of the art and the legal provisions and regulations of the authorities. The Contractor warrants that its supplies and services are free from defects for a period of 36 months from acceptance of the entire plant by the end user (AUTEFA's customer) and shall indemnify and hold AUTEFA harmless for any resulting disadvantages. An obligation to inspect as well as the obligation to notify defects according to § 377 f UGB (Austrian Commercial Code) by AUTEFA with regard to the deliveries is expressly excluded without AUTEFA losing any legal claims (in particular claims under warranty and claims for damages and avoidance of mistake). In case of replacement delivery and repair, the warranty shall start anew.

7. warranty, compensation and product liability

In the event of defects in the goods delivered or services rendered, the Contractor shall be obliged. AUTEFA may choose to remedy the defect either by improvement, replacement or price reduction. If the defect is not minor, AUTEFA shall also be entitled to demand rescission of the contract instead of the aforementioned warranty remedies. AUTEFA is entitled at any time to remedy the defect itself or to have it remedied by a third party. Any costs incurred thereby shall be borne by the Contractor. Until the Contractor proves otherwise, it shall be presumed that the defect was already present at the time of handover; this shall also apply if the defect only becomes apparent after the expiry of 6 months after handover. The Contractor shall fully indemnify and hold AUTEFA harmless for any and all disadvantages whatsoever incurred by AUTEFA directly or indirectly as a result of a defective delivery or service, violation of official safety regulations, violation of the agreed delivery times, dates and deadlines, under-delivery or for any other legal reasons attributable to the Contractor. The Contractor shall be obligated to fully compensate for all damages that occur in this context. This shall apply in particular to any own or third-party expenses (including material and personnel expenses) in connection with the determination or rectification of defects, as well as to any frustrated material and personnel expenses and other costs caused by defects. Subcontractors and suppliers of the Contractor shall in any case be deemed to be its vicarious agents, so that the Contractor shall be liable for their fault as for its own. In the event that AUTEFA is held liable on the basis of product liability, the Contractor shall be obliged to indemnify us against such claims if the damage was caused by a defect in the subject matter of the contract delivered by the Contractor. In such cases, the CO shall bear all costs and expenses, including the costs of any legal action and recall action.

8. export licenses

The Contractor is obliged to obtain at its own expense any export licenses required in connection with its deliveries and services, in particular for export to the country of the end customer (AUTEFA's customer). The CO assures that at the time of the order the complete delivery of the ordered item is secured and that no official or other restrictions prevent the complete delivery and performance, otherwise the CO shall be liable for any damage incurred by AUTEFA.

9. property rights of third parties

The Contractor assures that the rights of third parties do not conflict with the intended use of the purchased goods, in particular that no patents or other industrial property rights of third parties are infringed. Should such impairments or infringements of rights be alleged, the CO undertakes to fully indemnify and hold AUTEFA and/or the end user harmless without limitation against any claims of third parties.

10. secrecy

All drawings, documents, information, etc., which are made available to the Contractor for the purpose of fulfilling an order, as well as all empirical values and the entire know-how, which are developed in the course of the execution of the order ("Confidential Information"), shall remain or become the exclusive property of AUTEFA. Such Confidential Information shall be treated as confidential and shall not be exploited, reproduced, analyzed or used in any way, nor disclosed or made available to any third party without the written consent of AUTEFA. After performance of the contract, the confidential information which AUTEFA has handed over shall be returned to AUTEFA. Any disclosure of confidential information to third parties, in particular to builders and operators of the same or similar plants, is expressly prohibited. A breach of the confidentiality obligation entitles AUTEFA to reclaim the payments due for the order concerned and to assert claims for damages. The obligation to maintain secrecy shall continue to exist even after completion of the order in question and shall apply to all employees, subcontractors, and vicarious agents of the Contractor.

11. drawings, execution documents and provided materials

The ownership and exclusive rights of use of the drawings, information and know-how provided by AUTEFA to the CO shall remain with AUTEFA. The CO acknowledges that these are copyrighted exclusively for AUTEFA. Any material provided shall remain our property and shall be marked as such and stored separately. In case of loss and/or damage, the Contractor shall be liable even if not at fault. After completion of the order, provided material shall be returned to AUTEFA without delay.

12. postponement and withdrawal

(1) AUTEFA shall have the right to postpone the project realization schedule (delivery time, etc.) and all related deadlines, in particular performance, acceptance and payment deadlines, in whole or in part, at any time without giving reasons. AUTEFA shall notify the CO thereof in writing. AUTEFA shall be free to indicate the expected duration of the postponement without obligation, but shall not be obliged to do so. Upon receipt of the written notice from AUTEFA, the Contractor shall immediately take all measures at its own expense to minimize the costs of such postponement. If the postponement does not exceed 6 months, the Contractor shall bear all costs associated with the postponement. If the postponement lasts longer than 6 months, the Contractor shall have the right to charge AUTEFA for any costs charged by third parties directly caused by the postponement lasting longer than 6 months (e.g. third party storage fees), if and to the extent that such costs are reasonable and unavoidable and can be proven to have been incurred after the expiry of the first 6 months. However, all other costs caused by the postponement (such as the Contractor's own personnel costs, any price increases of suppliers or subcontractors, interest, other additional costs of subsequent performance) shall be borne by the Contractor. The sales price or the order amount shall remain unchanged in any case. All postponed deadlines, in particular the performance, acceptance and payment deadlines, shall be extended by the extent of their respective postponement. The postponement shall in any case, i.e. even if the expected duration of the postponement has been announced, be for an indefinite period, but shall end at the latest after 24 months; during this period AUTEFA shall be entitled to terminate the postponement at any time by written notice. In such case, the suspended periods shall recommence after the expiry of a further 14 days after receipt of the notice by the Contractor. If AUTEFA does not make such a declaration, the postponement shall automatically end after the expiry of 24 months; in this case, the period shall resume immediately thereafter. (2) AUTEFA shall have the right to withdraw from the contract in whole or in part at any time and without giving reasons. AUTEFA shall notify the Contractor thereof in writing. Upon receipt of the written notice from AUTEFA, the Contractor shall immediately cease all work relating to the withdrawal at its own expense. AUTEFA undertakes to pay the manufacturing costs for those parts which are affected by the withdrawal and which have demonstrably been produced or manufactured by the Contractor by the time AUTEFA receives the written notification, whereby the ownership thereof and all other rights associated therewith shall pass to AUTEFA. Excluded from this are those parts which the Contractor can utilize otherwise, in particular for or in connection with other orders or works. All further costs of a rescission shall be borne by the Contractor. Other contractually agreed or statutory rights to withdraw from the contract, in particular the immediate termination of the contract for important reasons, shall remain unaffected. (3) The CO is obliged to agree on the rights of AUTEFA to postponement according to paragraph (1) or to rescission according to paragraph (2) on his part with any of his own subcontractors and suppliers in the same sense and content. (4) Furthermore, AUTEFA may withdraw from the contract in whole or in part in the event of a breach of duty on the part of the Contractor and after unsuccessfully setting a reasonable grace period (usually 14 days). The setting of a reasonable period of grace shall also be deemed to be a reminder to comply with the contract. In particular, but not exclusively, delays of intermediate and final deadlines, unauthorized subcontracting or defects that jeopardize AUTEFA's performance of the contract vis-à-vis its contractual partners shall be

considered as a breach of duty. In such cases AUTEFA shall be entitled to carry out the omitted or insufficiently performed deliveries and services itself (self-performance) or by third parties (substitute performance) at the expense of the Contractor. The costs incurred thereby may either be invoiced directly by AUTEFA or deducted from the next payment due from AUTEFA to the CO. Further claims for damages on the part of AUTEFA shall remain unaffected by this provision.

13. force majeure

The contracting parties shall be released from responsibility for the partial or total omission of obligations under this contract to the extent that such omission was caused by force majeure. The following shall be referred to as force majeure: Fire, war, general mobilization, riots, natural disasters, embargoes, and restrictions imposed by a governmental authority. Expressly excluded from force majeure are strikes or lockouts at the Seller's plant or its subcontracting plants and general shortages of materials or raw materials. The party that has been prevented from fulfilling its contractual obligations or from fulfilling them in a timely manner due to force majeure shall inform the other party of the circumstances of the force majeure within 5 working days from the occurrence of the event of force majeure by means of reasonable evidence. Both parties shall be released from their contractual obligations for the period of time from the occurrence of a force majeure event. If the period of force majeure exceeds 3 months, AUTEFA reserves the right to agree on a new delivery period with the Contractor or to withdraw from the Contract. A case of force majeure in the country of AUTEFA's end customer shall also apply to the relationship between the Contractor and AUTEFA.

14. others

The Contractor's right of retention, if any, is expressly excluded. Any interest on arrears for grants of the CO shall amount to 5 % p.a.. AUTEFA and other inspection bodies reserve the right to carry out schedule inspections as well as technical intermediate and final inspections (including packaging inspections) in the offices, production facilities and storage rooms of the CO and his subcontractors at any time during design, planning, **production**, and delivery preparation and to reject faulty documentation as well as defective material. These checks and inspections shall not relieve the Contractor of its responsibility. Any sub-suppliers, except for standard parts, shall be notified to AUTEFA in due time and approved by AUTEFA in writing. The transfer of ownership to AUTEFA shall take place simultaneously with the transfer of risk. Persons who make declarations to AUTEFA on behalf of the CO shall be deemed to be fully authorized to do so. Any ancillary costs associated with the execution of the order which are not covered by agreements or INCOTERMS 2020 shall be borne by the CO. Should the delivery dates agreed in the order change for reasons not attributable to the CO, the CO agrees to provide proper storage for up to 6 months at the CO's expense and risk for AUTEFA. All deliveries to AUTEFA shall be made free from reservations of title and **third-party** rights. Such reservations shall be ineffective even without express objection by AUTEFA. The Contractor shall also be liable for compliance with these Terms and Conditions of Purchase by its sub-suppliers. Notwithstanding the provisions of these Terms and Conditions of Purchase, any further legal claims of AUTEFA shall remain unaffected. The Contractor shall maintain product and

public liability insurance with a sum insured appropriate to the order and shall provide AUTEFA with a corresponding confirmation of coverage upon request.

15. place of fulfilment, place of jurisdiction, applicable law

The place of fulfilment is the delivery address specified in our order. In the event that individual provisions of the contract are invalid, the remaining provisions shall remain binding (severability clause). The contract is subject to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The country of jurisdiction is the place of the buyer (Linz).