

**General Terms and Conditions of Purchase of
HAGE Sondermaschinenbau GmbH
(Last updated : November 2023)**

1. General provisions

- 1.1. These Terms and Conditions of Purchase form the basis of any legal transaction concerning the purchase of goods and services between HAGE Sondermaschinenbau GmbH (hereinafter referred to as "Buyer" or "us") and the respective supplier.
- 1.2. Unless agreed otherwise, all orders placed by the Buyer will be made exclusively on the basis of these Terms and Conditions of Purchase in the version valid at the time of conclusion of the contract, as available at: www.hage.at
- 1.3. Any terms and conditions of the supplier, particularly terms and conditions of sale, will have no validity whatsoever, unless otherwise agreed in writing. These Terms and Conditions of Purchase are deemed accepted upon issue of an order confirmation or the execution of an order (first delivery).
- 1.4. All correspondence relating to an order must include our order numbers. This applies in particular to delivery notes and invoices. Any invoices not including our order number will be rejected.
- 1.5. Offers, cost quotations and cost estimates submitted to us are free of charge, regardless of the preliminary work required.
- 1.6. The supplier may only refer to its business relationship with us in its marketing with our express written consent.
- 1.7. Suppliers who are subject to the 2014 Austrian Packaging Ordinance (Verpackungsverordnung) are obliged to provide Altstoff Recycling Austria (ARA) with their disposal licence number or to inform us how they will dispose of the delivered packaging materials. If such information is not provided, we will return the packaging without incurring costs or charge the disposal costs.

2. Orders

- 2.1. Only orders placed in writing are valid. Changes to the contract require written confirmation in order to be legally effective.
- 2.2. Regardless of any offers created, only the content of our orders becomes the content of the contract.
- 2.3. Orders may only be transferred to third parties, in whole or in part, with our written consent. A violation of this provision entitles us to revoke this order without compensation or to withdraw from the contract. Further claims remain unaffected by this.
- 2.4. The assignment of claims as well as the transfer of claims against us to third parties is excluded and also entitles us to revoke the order without compensation; further claims remain unaffected by this.
- 2.5. If the supplier stops its payments or if bankruptcy proceedings or a judicial or out-of-court settlement procedure are opened over its assets, we are entitled to withdraw from the contract without prejudice to other rights.
- 2.6. The order must be confirmed or rejected in writing within 10 working days. As long as the order has not been concluded by an order confirmation with which the order is accepted in full, we are entitled to revoke the order without giving reasons.
- 2.7. Deviations from the order must be clearly highlighted and require our express written consent to be effective. The unconditional acceptance of goods will not be deemed to be such consent.

3. Delivery

- 3.1. The delivery dates specified in an order are binding and are understood as the time of receipt of goods at the named destination, otherwise at our premises. If a delivery or service period is agreed, this period will begin with the order date. In the event of a foreseeable delay in delivery, we must be informed immediately in writing, with indication of the reasons and the expected duration of the delay.
- 3.2. In the event of delivery delays for which the supplier is responsible, the supplier is obliged to use the fastest available means of transport (express delivery) to reduce the delay in delivery, irrespective of the shipping method prescribed in the order. The costs for this transport will be borne by the supplier.
- 3.3. In the event of a delay in delivery for which the supplier is responsible, we will be entitled to withdraw from the contract with immediate effect after 14 days without the need to grant a further grace period. If a fixed date has been agreed, the contract will be terminated when the date has been exceeded, unless we request fulfilment of the contract within 14 days. In addition, if it is foreseeable within the delivery period

- (in particular due to the supplier's notification) that the supplier is not able to provide its services in time, we will be entitled, at the supplier's expense and risk, to take all measures to avert an impending failure to meet the delivery date and all associated adverse consequences.
- 3.4. Partial deliveries and advance deliveries require our written approval; in such cases, the payment periods only begin with the contractually agreed date.
 - 3.5. Unless otherwise agreed, the deliveries will be made to the named destination by DAP (in accordance with Incoterms 2020), otherwise at our premises. Packaging must be chosen that guarantees damage-free delivery and takes into account the relevant packaging standards.
 - 3.6. The goods to be delivered must comply with the applicable domestic and foreign regulations, accident prevention regulations, relevant guidelines of the Austrian and German electrical engineering association (ÖVE/VDE) regulations, the latest recognised rules and standards of technology as well as documents specifically based on the order, such as drawings, descriptions, samples, specifications, acceptance conditions, etc.
 - 3.7. The supplier must perform a state-of-the-art quality control according to type and scope.
 - 3.8. For devices, instruments, plant parts or systems, complete maintenance, operating and service instructions, as well as manufacturer's declaration and/or CE declarations of conformity, must be supplied in electronic form and in hard copy without specific instruction and without additional costs.

4. Delay in delivery and performance, contractual penalty, withdrawal

- 4.1. Agreed delivery dates and delivery periods must be strictly adhered to by the supplier. In this respect, the supplier must take all precautions and measures at its own expense. In the event of a delay, we are entitled – irrespective of the fault of the supplier – to demand lump-sum damages in the amount of 1% of the total order value per commenced week of delay, but not exceeding 10% of the total order value, irrespective of the actual damage. The obligation to fulfil the contract remains unaffected by this regulation. The Buyer reserves the right to claim further damages – including the lump-sum compensation amount.
- 4.2. If we withdraw from the contract for reasons attributable to the supplier, we will be entitled to claim 10% of the total order value as a penalty, in addition to other legal consequences.
- 4.3. We reserve the right to assert any damage or other claims beyond the penalty in addition to or in lieu of the penalty.
- 4.4. In the event of identifiable payment difficulties on the part of the supplier, we are entitled to withdraw from the contract even without a grace period. The legal consequences in this case are the same as in the case of a delay caused by the supplier. All costs incurred by us as a result will also be borne by the supplier, to whom we will deduct or invoice them.

5. Prices and payment

- 5.1. Unless otherwise agreed in writing, the prices specified in the order are fixed prices and thus remain unchanged until the complete fulfilment of the scope of delivery and services according to the order.
- 5.2. Unless otherwise agreed in writing, payment will be made after receipt of the goods in accordance with the contract and receipt of the correct invoice in accordance with the statutory provisions within the agreed payment period.
- 5.3. In the event of a defect subject to warranty, we are entitled to postpone payment until the defect has been properly rectified. In this case, the payment periods begin with the complete settlement of the complaint, whereby an agreed discount claim remains.

6. Liability

- 6.1. The seller is liable within the scope of the statutory provisions – irrespective of fault – for all personal injury, property damage and financial damage as well as consequential damage involving its goods and/or services for which it or its vicarious agents are responsible.
- 6.2. Any limitation of claims for damages or recourse to which the Buyer is entitled is expressly excluded.

6.3. In order to adequately cover the liability risks of the seller, the seller must take out and maintain at its own expense company/professional liability insurance cover (including, where applicable, subcontractor risk) with an appropriate sum of cover for the duration of the contractual obligation vis-a-vis the Buyer and must maintain this insurance cover for at least five (5) additional years after the complete fulfilment of the contract.

7. Warranty

7.1. The supplier must deliver goods and/or services without defects in quality and title and with the agreed characteristics. All product, performance and process specifications to which reference is made are deemed to be agreed properties or characteristics.

7.2. If it should be apparent to the supplier on the basis of its expert knowledge that the agreed properties or characteristics are not sufficient to achieve the intended purpose, sufficient properties or characteristics for achieving the intended purpose will be deemed to have been agreed, unless the supplier has expressly pointed out the insufficient properties or characteristics to the Buyer.

7.3. Section 377 et seq. Austrian Commercial Code will not apply to contractual relationships based on these purchasing conditions. The Buyer is therefore not obliged to inspect the delivered goods and to immediately notify any defects.

7.4. The period of limitation for warranty claims will be 24 months from the date of completion of the delivery of all goods from the supplier to the destination or the performance of the services at the destination.

7.5. Scope of warranty

Contrary to Section 932 para. 2 Austrian General Civil Code, the Buyer is entitled to choose the warranty remedy (improvement, replacement, price reduction, conversion) without restriction. The supplier must, depending on the choice of the Buyer,

- repair the defective goods and/or services at its expense,
- replace the defective goods and/or services or parts thereof at its expense or
- reimburse the Buyer for the costs of repair or replacement of the defective goods and/or services or parts thereof, provided that the repair is carried out by the Buyer itself or by a third party appointed by the Buyer for this purpose.

In the event of a defect, the Buyer will inform the supplier of the selected warranty remedy.

The supplier will reimburse the Buyer for the necessary expenses for the removal and installation or attachment of the defective item if the Buyer has incorporated the defective item into another item or attached it to another item in accordance with its nature and purpose.

In the event that the Buyer or a third party designated by the Buyer repairs or replaces the defective goods and/or service, the supplier will bear the costs associated with this. In this case, the supplier will bear all associated costs to the Buyer, in particular the time and material expenditure, any third-party costs, travel costs, transport costs, taxes, fees and charges.

7.6. The foregoing provisions supplement all other rights and remedies provided for by law or within the scope of an order or contract.

8. Confidentiality

8.1. All drawings, descriptions, specifications and the like provided for the preparation of quotations or the execution of orders will remain our property and must be returned to us with the quotation or after execution of the order. These may not be reproduced or made accessible to third parties without our written consent.

8.2. The supplier is obliged to treat the order and the resulting work as well as all related technical and commercial documents and equipment as a trade secret and to treat them as strictly confidential. In the case of partial subcontracting to subsuppliers for the purpose of this order as approved by us, the supplier will obligate its subsuppliers accordingly.

9. Property rights of third parties, prohibition of cession, offsetting, transfer, transfer of ownership

9.1. The supplier undertakes to provide a delivery or service that is free of third-party property rights. The supplier will be liable for ensuring that the industrial property rights of third parties are not infringed, in particular in the performance of the contract and use of the object of the delivery or service. It will indemnify and hold us harmless with regard to any claims by third parties due to infringements of industrial property rights.

9.2. In particular, all deliveries must be made free of third-party property rights. The supplier will indemnify and hold us harmless in this regard and will be liable for any disadvantages that arise to us as a result of a breach of this condition.

9.3. Claims from deliveries made to us may only be ceded with our express prior written consent.

9.4. The supplier is not entitled to offset against counterclaims.

9.5. The supplier may not transfer contractual rights and obligations to third parties without our express consent.

10. Severability clause

Should one or more provisions of these purchasing regulations be or become invalid, this will not affect the validity of the remaining provisions. The parties hereby agree to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision.

11. Applicable law and jurisdiction

11.1. The contract and all related legal disputes will be governed exclusively by the laws of the Republic of Austria to the exclusion of conflict of laws rules and the United Nations Convention on the International Sale of Goods.

11.2. The exclusive place of jurisdiction is the competent court in Graz. Alternatively, the Buyer is entitled to choose the place of jurisdiction of the registered office of the seller against whom a claim is being made (place of jurisdiction at the registered office of the defendant).

11.3. In addition, the Buyer will be entitled to have all disputes arising out of or in connection with a contract concluded between the Buyer and the supplier finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings will take place at the seat of the arbitration tribunal in Vienna.

Obdach, on 01/11/2023