

## General Terms and Conditions of Purchase (06/2023)

### I. Scope of application

The legal relationships between the Contractor and Gföllner Fahrzeugbau und Containertechnik GmbH, hereinafter referred to as the Client, are subject to these Terms and Conditions and any other possible agreements. Changes and additions require the written form. Any other terms and conditions of the Supplier or Contractor are hereby contradicted. An additional objection concerning a specific transaction is no longer required. Any conditions of the Supplier or Contractor are only valid if they are expressly acknowledged in writing by the Client. All current and future purchases (deliveries and services) are made exclusively on the basis of and subject to the validity of these Terms and Conditions of Purchase. They form an integral part of all orders and the associated purchase and work contracts concluded by the Client.

### II. Order

Orders submitted by the Client are only binding if they are made in writing or by e-mail or if they are confirmed in writing or by e-mail. The Client is entitled to cancel an order prior to its explicit acceptance by the Contractor. The Client may request changes to the delivery item regarding construction and design so far as is reasonable practicable.

### III. Order confirmation

The Client's order must be confirmed immediately, stating the price and the delivery time. Silence on the part of the Contractor shall be deemed as acceptance of the order in full under the specified conditions.

### IV. Delivery dates and deadlines

The receipt of the goods by the Client is of the essence for the compliance with the date or deadline of delivery. If not agreed otherwise, the goods must be delivered duty paid (DDP according to Incoterms 2020). The Contractor must provide the goods in good time taking the estimated time needed for loading and dispatch into consideration.

The agreed delivery dates and deadlines are binding. The deadlines start on the day of order. In the case of a delayed delivery, the Client is entitled to refuse acceptance of the goods or to return the delivered goods immediately without the Client being obliged to set a grace period or to declare withdrawal. However, the Client can also accept the goods delivered late. In this case, the Supplier is obliged to pay a contractual penalty of 1 % of the net order value for each commenced day of delay, up to a maximum of 10% of the net order value. This is without prejudice to any further claim for damages. The Client is entitled, but not obliged, to accept partial deliveries or deliveries prior to the agreed date. In this case, a claim to partial payment before total delivery or to early payment cannot be derived.

If the Supplier or Contractor realises before the agreed delivery date that a timely delivery, in whole or in parts, cannot take place, he must inform the Client immediately, stating the reasons and the expected duration of the delay. In this case too, the Client is entitled to withdraw from the contract without waiting for the agreed delivery date and without setting a grace period. An obligation of delivery is only fulfilled when the service has been provided in its entirety, even in the case of divisible services, as well as when all demanded or required documents, certificates, plans, etc. have been handed over to the Client. In the case of delivery before the agreed date, the Client reserves the right to charge the Supplier or Contractor with the resulting additional costs (e.g. storage costs). The risk in the delivered goods shall not pass until the agreed delivery date. The Client is therefore not liable for damages that occur to the delivered goods before the agreed delivery date. The Client is not subject to the obligations of a depositary.

The delivery or service is to be handed over on the agreed date at the specified place of receipt during the receiving hours from Monday to Thursday, 07:15 to 15:00, and Friday, 07:15 to 12:30. In the case of delivery outside these hours, the Client reserves the right to charge the Supplier or Contractor with the resulting additional costs such as storage costs. All deliveries to the Client must be made free of retention of title.

### V. Dispatch and packaging

Unless otherwise agreed, the goods must be delivered free from freight and packaging costs (DDP according to Incoterms 2020) to the place specified by the Client. Each consignment must include the dispatch notes and/or delivery notes with the Client's order and material number. The scope of delivery includes preparation for shipping as well as packaging that is appropriate for the mode of delivery and in compliance with all the applicable packaging regulations. All shipping documents must contain the full delivery address. In the event of return, the transport costs for the return transport must be borne by the Supplier or Contractor.

### VI. Terms of payment and invoicing

Unless agreed otherwise, the payment must be made upon invoicing and after delivery or service provision within 14 days less 3 % discount, or net within 30 days. The payment shall be made by bank transfer. Cash on delivery is excluded. Unless otherwise stated in the order, the payment shall be made in euros. Expenses for currency exchange and exchange differences are at the Contractor's expense. In the case of a faulty or incorrect delivery, the Client is entitled to withhold the entire payment until proper fulfillment of the order. However, the right to discount remains unaffected. The invoice shall include the Client's value-added tax and VAT identification number.

### VII. Confidentiality

The contractual parties undertake to treat any commercial and technical details that are not publicly available and which are disclosed to them in the General Terms and Conditions as trade secrets. Any drawings, sketches, samples and other documents handed over for the purpose of carrying out the order remain the property of Gföllner Fahrzeugtechnik und Containerbau GmbH and must not be disclosed to third parties. Subcontractors must be subject to the same obligations as defined herein.

#### **VIII. Dangerous Goods**

For orders containing dangerous goods, the Contractor is obligated to indicate that the goods are dangerous by the time the order is confirmed at the latest as well as to comply with the respective applicable regulations regarding the transport of dangerous goods.

#### **IX. Warranty**

In accordance with the legal provisions and the applicable Austrian standards, both in their currently valid version, the Supplier warrants that the delivered goods are free from any defect and remain so for 24 months after delivery to the end customer. If warranty measures are taken, the warranty period of 24 months starts anew. Repair due to warranty claims must be carried out at the Contractor's expense at the Client's site or upon the Client's request at the end customer's site. The Client is generally entitled to choose either an improvement or a reduction of payment. Costs for dispatch or disposal of any kind in connection with the warranty claims are at the Contractor's expense.

The Supplier is obliged to take out an insurance in such a way that all interests of Gföllner and the interests of eligible third parties are protected in the event of damage. The Supplier undertakes to provide proof of business liability insurance that includes at least the following amounts of cover for him and his managing employees: € 1,000,000.00 for personal injuries per person and event and € 1,000,000.00 for property damages per event and € 1,000,000.00 for financial losses per event.

In addition, the Supplier is obliged to provide proof of product liability insurance that includes at least the following amounts of cover: € 1,000,000.00 for personal injuries per person and event and € 1,000,000.00 for property damages per event.

The Supplier undertakes to provide the Client with a copy of the complete insurance policies.

#### **X. Notification of defect**

The Client is not obligated to notify defects immediately according to article 377 UGB [Austrian Commercial Code]. The Contractor waives the objection of a late notification of defect. Only the Client has the choice to request the cancellation of the contract, price reduction, improvement or replacement of the goods by defect-free goods. In the case of generic goods, defects that have been detected while carrying out spot checks entitle to warranty and compensation claims for the entire delivery. The warranty and compensation obligations of the Supplier or Contractor are not limited due to treatment, processing and/or resale of the goods. If the Client requests improvement or supplement of what is missing, the Supplier or Contractor is obliged to comply with this request immediately within the shortest period up to a maximum of 2 weeks. In situations that do not allow any delay, immediate remedy of defects may be requested.

In the event of a delay in improvement or in the event of imminent danger, the Client may themselves carry out subsequent improvements at the expense of the Supplier or Contractor. Irrespective of this, the Supplier or Contractor is obliged to pay for damages in the amount of the Client's actual damage, including the loss of profit.

If claims for damages due to defective or delayed delivery are made on the part of a third party, such as Gföllner's Clients, the Supplier undertakes to indemnify Gföllner in this regard if the defective or delayed delivery on part of the Supplier was causal for third party's damage. This refers to the total damage, even in the case of a combination of multiple causes of damage. Gföllner's damage also includes all costs that arise in or out of court to determine the damage, from averting damage and asserting damage, in particular the costs for an expert's report.

#### **XI. Quality management and product liability**

The Contractor undertakes to comply with the recognised standards of good practice, the safety regulations and the agreed technical data. The Supplier or Contractor guarantees for themselves and their legal successors that the delivered goods are free of any defects with regard to design, production and instruction within the meaning of the provisions of the Austrian Product Liability Act in the currently valid version. In particular, the Supplier or Contractor guarantees that, according to the state-of-the-art science and technology, no defects have been detected in the product at the time the goods is placed on the market. The Supplier or Contractor obliges themselves and their legal successors to observe the product. The Supplier or Contractor is obliged to inform the Customer immediately if dangerous properties of the product should later become apparent. In the event of a claim against the Client, the Supplier undertakes to indemnify the Client.

Changes to the delivery item require the Client's written approval. The Contractor's quality management system must be able to comply with the respective valid applicable standard. Upon request, the Contractor undertakes to provide the Client or third parties access to the test documents and production processes. Required quality management documents (test reports and certificates, etc.) form an integral part of the delivery. If these documents are provided with a delay, the payment shall not be made on time.

**XII. Material provision**

Material provided by the Client remains the property of Gföllner Fahrzeugbau und Containertechnik GmbH, must be labelled as such and must be stored separately. The Contractor is obliged to inform us immediately about any defective material. The Contractor may only process defective material according to the Client's instructions. The Supplier is liable for the adequate treatment and processing of the provided material. If the Client's material becomes unusable due to the Contractor's fault or negligence, the Client shall replace this reject at a charge.

**XIII. Liability**

The Contractor has a liability to the Client for compensating any direct or indirect damage to the Client caused by an incorrect or delayed delivery, the breach of any official safety regulations or any other reasons attributable to the Contractor.

**XIV. Property right**

The Contractor is liable for claims resulting from the infringement of intellectual property rights and applications for intellectual property right during the contractual use of the delivery items. The contractual parties undertake to inform each other immediately about any risk of breaches and alleged breaches known to them and they are obliged to give each other the chance to counteract corresponding claims amicably.

**XV. Drawings, technical documentation**

Drawings, technical documents and other information that the Client provides for the Supplier or Contractor are their intellectual property and must not be reproduced or made accessible to third parties outside the production process of the order without consent. After the order has been processed, the documents must be returned or demonstrably destroyed.

**XVI. Unforeseeable events, insolvency**

Force majeure, labour disputes (strikes and lockouts), unrests, official measures (plant closures, operating restrictions, withdrawal or restriction of operating licences, etc.), natural disasters and other unforeseeable, unavoidable and serious events release the Client from the obligation to accept the goods for the duration of the disruption and the extent of its effect. Claims of the parties for remuneration or claims for damages on the grounds of delayed completion are excluded for the duration of the disruption.

If, after the order has been placed, the financial circumstances of the Supplier or Contractor deteriorate significantly, the Client is entitled to withdraw from the contract within one month from the date of knowledge of these circumstances. This applies especially if an application for the opening of insolvency proceedings is filed against the assets of the Supplier or Contractor or is rejected for lack of cost-covering assets, or if the legal form of the Supplier's or Contractor's company changes.

**XVII. General provisions**

If a provision of these Terms and Conditions and the other concluded agreements should be or become invalid, the validity of the remaining provisions of the agreement remains unaffected. The contractual parties are obligated to replace the invalid provision with a provision as close as possible to its commercial success.

**XVIII. Place of performance, place of jurisdiction**

The place of performance is the destination indicated by the Client. Place of jurisdiction shall be the competent court at the Seller's registered office. Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.