

**GENERAL TERMS AND CONDITIONS OF PURCHASE**

For use vis-à-vis companies

Walter Mauser GmbH

(as of January 2022)

Unless otherwise agreed in writing, the following Terms and Conditions shall apply to our orders. Any terms and conditions of the supplier which deviate from these terms and conditions shall only apply if they are expressly recognised by us. They shall not form part of the content of the contract without express written recognition, even if they are stated in the acceptance of the order. The same shall apply if we accept the ordered goods in whole or in part or make payments. The execution of the order by the supplier shall - even without written confirmation - be deemed as acceptance of our terms and conditions below. These terms and conditions shall also apply to all future transactions with the supplier and only in respect of merchants.

I. Offers

Offers shall be binding and submitted free of charge.

II. Orders, Conclusion of Contract

1. Orders and other declarations are only binding if they are placed by us in writing or confirmed by us.
2. The supplier shall send us written confirmation of our order within 5 working days. A confirmation received after this period shall be deemed to be a new binding offer.

III. Prices

1. All prices are fixed prices unless a price escalator clause or a price reservation has been expressly confirmed by us. An order may only be executed at prices higher than those stated by us with our written consent.
2. Prices are understood to be free to our premises in A-2624 Breitenau, including packaging and freight costs. If anything to the contrary is agreed, we shall only pay the most favourable freight costs. All costs incurred until handover to the carrier shall be borne by the supplier.

We reserve the right of acknowledgement of over- or under-deliveries.

IV. Invoice and Payment

1. Invoices shall not be enclosed with the consignment, but are to be submitted separately by delivery for each order, showing the value added tax and stating our order number and the order date.
2. The choice of the means of payment is ours. Payments shall be made within 14 days with a 3% discount and net after 30 days.
3. Payment periods shall generally run from the date of receipt of the invoice by us, but not before the goods have been received by us or the performances have been rendered.
4. We reject payment arrangements by cash on delivery and cash in advance.

5. In each case, our payments shall be made subject to correction in the event that complaints should subsequently arise. In the event of a defect covered by warranty, we shall reserve the right to refuse payment until the defect has been duly rectified.

V. Assignment, Set-off

1. The supplier shall not be entitled to assign its claims against us or to have them collected by third parties without our prior written consent. Such consent shall not be unreasonably withheld. In the event of extended retention of title, our consent shall be deemed to have been granted.
2. Should the supplier assign his monetary claim against us to a third-party contrary to sentence 1 without our consent, the assignment shall nevertheless be effective. However, we may at our discretion make payment to the supplier or the third party with discharging effect.
3. The supplier shall only be entitled to offset claims recognised by us or legally established or to assert a right of retention on account of such claims.

VI. Delivery Item

1. Our order alone shall be decisive for the content, type and scope of the delivery and performance. We are entitled to demand changes in the type of execution at any time as well as corrections of obvious spelling or calculation errors and other mistakes.
2. The drawings, descriptions, etc. which are part of the order are binding for the supplier. However, he must check them for any discrepancies and inform us in writing immediately of any errors detected or suspected. The supplier shall remain solely responsible for drawings, plans and calculations prepared by him even if these are approved by us.
3. Insofar as no further specifications are made in the order, the delivery items are to be delivered in customary quality and, should ÖNORM, DIN or equivalent standards exist, in accordance with these. The delivery items shall be manufactured and equipped in such a way that they comply with the safety regulations in force on the day of delivery, in particular the accident prevention regulations, as well as with the findings of work science.
4. Due to the existing legal situation, Walter Mauser GmbH is obliged to obtain information relevant under customs and export control law on the materials supplied. The following export control data must therefore be provided by the supplier when the order is placed, but at the latest together with the delivery:

- country of origin
- Customs tariff number (statistical goods number)
- Export list number (AL number)
- Export Control Classification Number (ECCN)

The following options for a customs and export control declaration are possible: - Long-term supplier declaration / supplier's declaration for products having preferential origin status

- Certificate of origin / WKO / IHK declaration for non-preferential origin

VII. Disposition, Equipment

1. The items provided by us are to be processed and worked on our behalf in accordance with their intended use and shall remain our property at every stage of the processing and manufacturing. In this respect, the supplier shall also store the items for us free of charge. The same shall apply if our ownership should be lost as a result of mixing or blending.
We must be informed immediately of any legal or de facto impairment of items provided.
2. The supplier shall be liable for the loss of or damage to items provided. In the event of accidental loss of or damage to items provided, he shall not be entitled to compensation for his expenses for the processing or treatment of these items.
3. Equipment, such as models, samples, tools, gauges, moulds, devices, drawings, data sheets and the like, which we have provided to the supplier - also in electronic form - or which have been manufactured by the supplier or by third parties for the supplier according to our specifications, may not be sold, pledged or otherwise passed on to third parties or used or copied in any way for third parties without our written consent. The same applies to the items produced with the aid of this equipment. They may only be delivered to us, unless we agree in writing to their being used for other purposes. After completion of the order, the equipment is to be returned to us in proper condition without delay.
4. Tools, moulds, devices, templates, films, drawings, engravings, models, samples, data sheets -all also in electronic form- etc., which we have provided or ordered, shall remain our property or shall become our property upon acquisition or manufacture. The handover shall be replaced by the supplier keeping the items in safe custody for us. The items are to be identified as our property, comprehensively maintained and repaired and adequately insured. Section 957 ABGB shall not apply in this respect.

Along with the ownership, Mauser shall also have the right to transfer the items to third parties for production. This shall apply in particular if the supplier experiences production difficulties. Should we request the supplier to surrender the items, he shall comply with our request without delay without any right of retention. Notwithstanding the foregoing, we are prepared to leave the items in the possession of the supplier for as long as the deliveries are made by him in accordance with the order. In particular, the deliveries shall be made on time and at competitive prices.

5. Should the supplier violate the provisions of paragraphs 3 and 4, we shall be entitled, without prejudice to further rights, to withdraw from the agreement in whole or in part and to claim damages in lieu of performance or reimbursement of futile expenses.

VIII. Withdrawal

1. We are entitled to withdraw from the contract in whole or in part without compensation should the creditworthiness or the ability of the supplier to deliver deteriorate to such an extent that, in our opinion, fulfilment of the agreement is at risk, the supplier ceases to make payments, insolvency proceedings are instituted against its assets or the institution of insolvency proceedings is rejected for lack of assets.
2. Should it be impossible or substantially more difficult for us to fulfil our contractual obligations as a result of circumstances for which we are not responsible - in particular force majeure - we may cancel the contract in whole or in part, or demand performance at a later date without the supplier being entitled to any claims against us as a result.

IX. Delivery dates

1. Agreed delivery dates or delivery periods are binding. Delivery periods begin on the day of the order.

2. The date of delivery shall be the date on which the ordered delivery item and the shipping documents have arrived at the receiving point prescribed by us or the performance has been rendered there.
3. Should it become apparent that the delivery date or the delivery period will be exceeded, the supplier shall immediately inform us in writing of the reason and the expected delay period.
4. If the delivery date or delivery period is exceeded, this shall trigger the statutory consequences of default, unless it can be proven that the delay is due to force majeure, in the area of responsibility of the supplier or industrial disputes for which he is not responsible. In such a case, the supplier shall in particular be obliged to compensate for the damage caused by the delay. Acceptance of delayed deliveries shall not constitute a waiver of the claim for damages against the supplier.

If the delivery date or deadline is exceeded, we are entitled to withdraw from the contract after setting a reasonable deadline. In addition to withdrawal, we are entitled to demand compensation for damages instead of performance or reimbursement of futile expenses, unless the supplier is not responsible for the delay.

X. Packing, Dispatch, Acceptance

1. Insofar as packaging of the delivery item is necessary or customary, the supplier shall provide sufficient packaging at its own expense. Our packaging instructions in the drawing and/or the order text must be observed.
2. We shall only pay for packaging material in addition to the agreed price for the delivery if remuneration for this was expressly agreed. We reserve the right to return valuable packaging material used for shipment to the supplier's address and charge the supplier the full rental costs or the value of the packaging.
3. Shipment shall be made to the place of receipt specified by us. Deliveries for which we have to bear freight costs in whole or in part shall be shipped by the mode of shipment that costs us the least and at the most favourable freight rates.
4. In the case of deliveries that include assembly or installation, the risk shall pass to us upon acceptance. In the case of other deliveries, the risk shall pass to us upon the arrival of the delivery item at the prescribed place of receipt. Until that time, delivery and dispatch shall be at the risk of the supplier, unless we are in default of acceptance.
5. Costs for insurance against transport or breakage will only be borne by us after prior written agreement.
6. Dispatch notes are to be submitted immediately upon the dispatch of each individual consignment. A delivery note must be enclosed with each consignment. Our order numbers must be stated in the shipping documents.
7. If, upon receipt of the delivery item, we do not have proper shipping documents or if our order and article numbers are not correctly stated in the shipping documents, all additional costs incurred as a result shall be borne by the supplier. In these cases, we are also entitled to refuse acceptance of the delivery at the supplier's expense. The same applies if the packaging of the delivery item is externally damaged upon delivery in a manner that is not merely insignificant.
8. We may also refuse to accept the delivery item if an event of force majeure or other circumstances beyond our control, including industrial disputes, make it impossible or unreasonable for us to accept the delivery item. In such a case, the supplier shall store the delivery item at its own expense and risk.
9. In the cases of paragraphs 7 and 8, we shall not be in default of acceptance.

10. Should deliveries not be accepted by us or defective goods be returned, the return transport shall be at the risk of the supplier. The equivalent value of the return shipment shall be charged to the supplier.

XI. Production testing, Technical approval

1. We reserve the right to inspect the quality of the material used, the accuracy of dimensions and quantities and other quality aspects of the manufactured parts as well as compliance with the other provisions of the order and to do so at the factory of the supplier and its sub-suppliers during production and prior to delivery.
2. If we have reserved the right to a technical approval of the completed delivery item at the factory of the supplier either by us or a third party commissioned by us, we or the commissioned third party shall be notified in writing of the readiness for approval 14 days before readiness for dispatch. The material costs of approval shall be borne by the supplier.
3. The production tests and / or the technical approval do not release the supplier from its performance and / or warranty obligations.

XII. Warranty / Compensation

1. The warranty obligations of the supplier shall be governed by the statutory provisions, unless stated otherwise below. We are entitled to demand, at our discretion, rectification of the defect or delivery of a defect-free item. In urgent cases, we are entitled without delay to remedy the defect ourselves or to have it remedied by a third party or to procure a replacement elsewhere at the expense of the supplier. If the supplier is in default with its warranty obligations, we are entitled to withdraw from the contract.
2. Any replacement delivery shall be made free of freight and packaging charges. The return of unusable goods shall be free of freight and packaging charges for us. All costs arising from the rectification of defects shall be borne by the supplier.
3. Unless otherwise agreed, the warranty period shall be 2 years. If the goods are defective, the warranty period shall be extended by the time during which the goods cannot be used. In the event of a replacement delivery, a new 2-year period shall commence.
4. Defects which only become apparent during processing or the use of the delivered goods can still be notified by us immediately after their discovery. In this respect, the supplier waives the objection of delayed notification of defects. Our payments do not constitute unconditional acceptance of the goods.
5. The supplier shall bear the costs should it become necessary to carry out an overall inspection at Mauser which exceeds the usual scope of the incoming goods inspection as a result of repeated defective deliveries. In urgent cases, Mauser shall be entitled to remedy the detected defects itself at the expense of the supplier.
6. If the rectification or replacement delivery fails, or if the supplier refuses to rectify or replace the goods or fails to do so in due time, Mauser shall be entitled to demand a reduction of the remuneration or to withdraw from the contract and to claim damages for consequential losses, among other things. This shall also apply in the event of the inability of the supplier to rectify the defect or make a replacement delivery.

XIII. Product liability

1. If damage is caused by the defect of a product of the supplier, he is obliged to indemnify us on first demand against claims for damages by third parties.

2. In this context, the supplier is also obliged to reimburse any expenses arising from or in connection with a recall action carried out by us. We will inform the supplier about the content and scope of the recall measures that are to be carried out - as far as possible and reasonable - and give him the opportunity to comment.
3. Upon our request, the supplier undertakes to immediately take out product liability insurance with a sum insured to be determined by us, but at least with a sum insured of 5 million euros per personal injury / property damage. Should we be entitled to further claims for damages, these shall remain unaffected.

XIV. Industrial property rights

The supplier guarantees that the delivery and the use of the ordered goods do not infringe patents and/or industrial property rights of third parties. He shall indemnify us in full against any claims by the owners of industrial property rights upon first request and shall be obliged to provide us with all the support we need to defend ourselves against claims by third parties and to bear the costs thereof. This also applies to deliveries from third parties to the supplier which he passes on to us.

XV. General provisions

1. The law of the Republic of Austria shall apply to all legal relationships arising from or in connection with our orders.
2. Place of performance is A-2624 Breitenau, Austria. If the supplier is a merchant, the place of jurisdiction is also A-2624 Breitenau, Austria. We are also entitled to bring an action against the supplier at his general place of jurisdiction.
3. Should individual provisions of these terms and conditions or of the supply contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be reinterpreted in such a way that the legal and economic purpose intended by them is achieved. The same shall apply if a loophole becomes apparent during the execution of the contract which needs to be supplemented. The Contracting Parties undertake to supplement the ineffective provisions without delay by legally effective agreements or to close the loophole in the contract.