



## **GENERAL TERMS AND CONDITIONS OF PURCHASE OF IWG ING. W. GARHÖFER GES.M.B.H. (DATED 01.06.2024)**

### **1. Scope of application**

The following General Terms and Conditions of Purchase ("GTCP") shall apply to all orders of goods and the purchase of services of any kind by IWG Ing. W. Garhöfer Ges.m.b.H. (referred to as "Purchaser" or "we"), unless otherwise individually agreed in writing. Deviating general terms and conditions of the contractual partner (referred to as "Supplier") shall only apply with the written and express consent of the Purchaser and then limited to the respective legal transaction, but not for subsequent transactions. In particular, acts by the Seller in fulfilment of a contract do not constitute such consent.

### **2. Order and prices**

Only orders placed by the Purchaser in writing (by letter, e-mail or fax) are legally binding. Orders must be confirmed in writing without delay.

The Purchaser may cancel the order free of charge if the Supplier does not confirm it in writing within two weeks (or another period specified in the order).

The Supplier shall examine each order for noticeable errors, ambiguities, incompleteness and unsuitability of the specifications chosen by the Purchaser for the intended use. The Supplier shall inform the Purchaser immediately of necessary changes or clarifications of the order.

Deviations of the order confirmation from the order as well as verbal agreements before, during or after conclusion of the contract require the written consent and confirmation of the Purchaser to be valid.

Prices stated in the order are fixed prices, unless otherwise agreed. Unless otherwise agreed in writing, the Supplier shall bear all transport and packaging costs, freight and insurance charges, customs duties, fees and charges.

Enquiries from the Purchaser are non-binding. Offers, plans or cost estimates shall only be remunerated if expressly agreed in writing.

### **3. Place of performance**

The place of performance is the seat of the Purchaser, unless otherwise stated in the order.

Unless it has been agreed that the Purchaser will organise the transport, the Supplier warrants to organise all transports in such a way that delivery is guaranteed during the regular opening hours at the place of performance and the agreed or necessary logistical requirements are met.

### **4. Time of performance, contractual penalty**

The agreed delivery dates are binding and must be strictly adhered to. The timeliness of deliveries or services shall be determined by their receipt at the place of performance and, in the case of contracts for work and services, by their acceptance by the Purchaser.

Partial deliveries or services are only permitted with our prior written consent.

The Supplier is obliged to inform the Purchaser immediately in writing, stating the reasons and the expected duration of a delay, if circumstances arise or become apparent to the Supplier which indicate that the Supplier will not be able to fulfil its contractual obligations in whole or in part or not in time. If the Supplier fails to give such notice, it may not invoke any such impeding circumstances towards the Purchaser.

In the event of delay for which the Supplier is responsible, the Purchaser shall be entitled to demand a contractual penalty of 1% of the order value for each commenced working day of delay but no more than 10% as a lump sum. Further rights (damage claims and cancellation of the contract) of the Purchaser remain unaffected.

### **5. Invoices, payments**

For the processing and payment of invoices, it is necessary that all mandatory information is included on the invoice, including VAT (if applicable).

Unless otherwise agreed, invoices shall be paid with a 3% discount within 14 days or net within 30 days of receipt of the invoice and the goods/services. The payment period shall commence as soon as the delivery or service has been provided in full and a correct invoice has been received.

Payments made by the Purchaser shall not be deemed to be an acceptance of the delivery or service as being in accordance with the contract.

The Purchaser shall be entitled to offset and exercise rights of retention to the extent permitted by law.

## **6. Engagement of subcontractors**

The engagement of subcontractors by the Supplier requires the prior written consent of the Purchaser. If the Purchaser gives its consent, the Supplier shall be responsible for ensuring that its subcontractors comply with all obligations under these GTCP, including the confidentiality obligations.

Irrespective of any consent given, the Supplier shall be liable to the Purchaser for all acts and omissions of its subcontractors in the same way as for its own. The assignment of subcontractors does not release the Supplier from its obligation to provide deliveries and services properly and from its liability arising from the contractual relationship.

## **7. Compliance, information obligations**

The Supplier guarantees that the goods and services fulfil the applicable laws and standards for the protection of life, health, safety and the environment. To the extent applicable, the Supplier guarantees in particular compliance with the following laws and standards in the respective applicable version:

- a) Regulation (EC) No. 1907/2006 (REACH Regulation),
- b) Chemicals Act 1996 (Chemikaliengesetz 1996, ChemG 1996),
- c) Regulation (EC) No. 1272/2008 (CLP Regulation),
- d) Packaging Regulation 2014 (Verpackungsverordnung, VVO),
- e) Act on the Transportation of Dangerous Goods (Gefahrgutbeförderungsgesetz, GGGBG);
- f) Agreement concerning the International Carriage of Dangerous Goods by Road (ADR),
- g) Regulations concerning the International Carriage of Dangerous Goods by Rail (RID).

The Supplier warrants that it will provide the Purchaser proactively and without prior request by the Purchaser, but immediately upon request by the Purchaser, with all legally required or otherwise necessary documents and information required for the use of the goods. This includes full details of risks, dangers and suitable safety precautions in connection with the goods and their use.

The Supplier warrants that all packaging, containers and receptacles shall be clearly labelled in accordance with the law.

## **8. Warranty, compensation for damages, product liability**

The Purchaser shall notify the Supplier of defects of the goods or services as soon as they are discovered in the ordinary course of business. The notification period shall depend on the

circumstances of the individual case. It shall be at least two weeks from delivery for noticeable defects. In the case of hidden defects, the notification period shall be at least two weeks from discovery of the defect.

Defects must be rectified immediately in all cases. If the Supplier is unable to remedy defects within a reasonable period of time, the Purchaser shall be entitled, at its own discretion, to have the defects remedied by third parties at the Supplier's expense and risk, to demand a price reduction or, in the case of non-minor defects, to cancel the contract. The costs for justified returns, replacement deliveries and repairs shall be borne by the Supplier.

The warranty period shall be two years from the date of transfer of risk by handover or acceptance, unless a longer period is provided for by law or contract. The warranty period shall commence anew from the date on which the defect has been remedied.

The Supplier shall be liable without limitation for all personal injury, property damage and financial loss (including loss of profit and consequential damage of defects) caused by the Supplier or its vicarious agents.

Unless a longer period is provided for by law or contract, claims for damages against the Supplier shall become time-barred three years after knowledge of the damage and the damaging party.

The Purchaser shall be entitled to the statutory rights of recourse within a supply chain in accordance with Section 933b ABGB (Austrian Civil Code) (dealer recourse) without restriction.

As a manufacturer or importer of products, the Supplier shall ensure, by taking out insurance or in another suitable manner, that any claims for damages by the Purchaser against the Supplier under the Product Liability Act (*Produkthaftungsgesetz*, PHG) can be satisfied (Section 16 PHG). At the request of the Purchaser, the Supplier shall provide evidence of the existing insurance policies.

In the event of a recall of goods that the Supplier has delivered to the Purchaser, the Supplier must indemnify the Purchaser against all damages, costs and liabilities incurred by the Purchaser in connection with the recall.

## 9. Force majeure

If the parties are prevented from fulfilling their obligations due to the occurrence of unforeseen circumstances which could not have been avoided despite reasonable care in the circumstances of the case - e.g. strike, fire, natural disasters, official orders, operational disruptions such as energy or raw material shortages - the parties shall be released from their performance obligations for the duration and to the extent of the effect of these circumstances. Insofar as the effects are not merely temporary, the Purchaser shall be entitled to withdraw from the contract.

## 10. Confidentiality

All business or technical information and documents disclosed by the Purchaser shall be treated as strictly confidential and must not be disclosed to third parties, but shall only be used within the scope of the purpose of the contract. Within the Supplier's business, this information shall only be made accessible to those persons who are necessarily involved in the fulfilment of the contractual obligations and who are themselves bound to secrecy and confidentiality obligations.

## 11. Choice of law, choice of court, final provisions

Austrian law shall apply exclusively, excluding the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

The competent court in Vienna shall have exclusive jurisdiction to decide on all disputes arising from or in connection with contracts concluded with us.

Should any provision of these GTCP be void or ineffective, the validity of the remaining provisions shall remain unaffected. Void or invalid provisions shall be interpreted or supplemented in such a way that the economic purpose pursued with the void or invalid provision is achieved in the best possible way. Amendments and supplements, including the written form clause, are only effective if they are made in writing.

In case of differences between the German and the English version, the German version of the GTCP shall prevail.

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