

# General Terms and Conditions of Purchase



The following terms and conditions apply as of 01 October 2024, unless otherwise expressly agreed.

## COMMERCIAL TERMS AND CONDITIONS OF PURCHASE

- GENERAL:** In principle, only written orders are valid. Verbal or telephone agreements shall be deemed binding in the manner in which they are confirmed by us in writing. The order must be confirmed immediately by the contractor by returning an order confirmation. If no response is received within 8 days of the order date, the order shall be deemed to have been accepted by the contractor.  
*Deviations from the order, in particular by sending different terms and conditions of sale or delivery, must be expressly emphasised and must be expressly acknowledged by us in writing in order to be legally effective.*  
No remuneration shall be granted for visits, the preparation of plans or similar. The use of our order for the supplier's advertising purposes is not permitted. Additional costs, e.g. shipping etc., arising from advance deliveries or partial deliveries shall be borne by the supplier, unless we have expressly requested these deliveries, and we have not expressly agreed to bear these costs. Our terms and conditions of purchase shall also apply if the supplier asserts deviating terms and conditions in any general terms and conditions. With the delivery of the ordered goods or partial deliveries, the supplier recognises DUMAG GmbH's terms and conditions of purchase. The exclusive place of jurisdiction is Wiener Neustadt, Austria.
- PROVISIONS:** Specifications, drawings, models and other documents provided must always be compared with the order text and checked for other correctness. If discrepancies are not reported immediately after transmission, the contractor shall be responsible for them. Drawings, models and other documents are our sole intellectual and physical property, and we reserve all rights in this respect. They may only be sent for the agreed purpose, may not be reproduced or made accessible to third parties without our written consent and must be returned after completion of the order. Parts provided by DUMAG (primary material, components, etc.) remain our property. They must be shown in the delivery invoices as provided free of charge by DUMAG in terms of quantity and value. Our order and all information provided in connection with it must be treated confidentially. Appendices and enclosures are an integral part thereof. Our orders may only be included in reference lists with our consent.
- CORRESPONDENCE:** The complete order number (or enquiry number) and date of previous correspondence must always be stated in correspondence. Queries are to be addressed exclusively to the customer.
- PRICES:** Prices that are not expressly designated as variable in the order are fixed prices excluding VAT. Packaging and shipping costs of any kind shall only be payable if this has been expressly agreed; this shall also apply to the costs of transport insurance.
- DELIVERY TIME:** Delivery dates and deadlines must be strictly adhered to. In the event of early delivery, payments shall only commence on the originally agreed date. In the event of premature delivery without our consent, we reserve the right to charge the associated costs (warehouse rent, etc.). Foreseeable delays in delivery must be notified to us immediately and without prejudice to our legal claims. In the event of foreseeable delays in delivery, in particular also in the event of intermediate deadlines being exceeded, we shall be entitled, at the contractor's expense and subject to the currency of further claims, to carry out a substitute performance by setting a grace period. Delivery deadlines shall only be deemed to have been met when the necessary documentation (e.g. technical dispatch and test documentation) has also been delivered. We must be informed immediately of any anticipated delays in delivery. Notwithstanding this, the Contractor shall make every possible effort to convince us of the proper progress of the order in terms of quality and deadlines.
- PENALTIES, FORCE MAJEURE:** In the event of non-compliance with the fulfilment time, we shall be entitled to deduct a penalty of 1.0% of the invoice value for each commenced week of exceeding the deadline, up to a maximum of 10% of the order value, in addition to demanding fulfilment from the contractor, without proof of damage or fault. We reserve the right to demand compensation in addition to the penalty in the event of demonstrably higher damages. Cases of force majeure - as such, exclusively war or warlike events, confiscations, natural disasters and inter-company strikes - require immediate notification to us and confirmation by the responsible chamber of commerce.
- TRANSFER OF RISK:** The transfer of risk in the delivery items shall take place upon arrival at our warehouse 2352 Gumpoldskirchen, Am Kanal 8-10 or an agreed place of delivery, unloaded, but if the delivery involves assembly, commissioning or the like or a formal handover, in each case upon their complete execution. Return shipments shall be at the risk and expense of the Contractor.
- TRANSFER OF OWNERSHIP:** Ownership of the delivery items shall be transferred to DUMAG upon handover (including to the carrier, etc.). Retentions of title by the contractor are invalid.
- SHIPPING:** We require careful packaging that is qualitatively adapted to the goods to be shipped and that protects the goods to be packaged against damage, loss and theft during transport to the unloading point. At the request of the Client, the packaging material shall be taken back at the expense of the Contractor. The Contractor shall bear the user charges, hire and the like for pallets, Collico, railway containers, containers, etc. The return of packaging material must be requested by the Contractor in the delivery documents and shall be at the Contractor's expense.
- DELIVERY CONDITIONS, DELIVERY LOCATION:** As a rule, each order contains the delivery conditions. Otherwise, delivery must be made free DUMAG works, 2352 Gumpoldskirchen, Am Kanal 8-10, unloaded. In all other respects, the most favourable modes of transport and transport routes are to be selected, taking advantage of the best possible tariffs. The contractor shall be liable for the consequences of incorrect declaration, choice of transport and tariffs. The Contractor shall ensure that the goods are loaded in a manner suitable for transport.

11. **delivery documents:** Our order number and the goods descriptions and numbers specified by us must be stated on all documents. Invoices with incomplete information, in particular missing order numbers, will be rejected by us and will not be paid. Each delivery must be notified before dispatch by means of a dispatch note. The following must be noted on the consignment notes and delivery documents for duty unpaid goods: Customs clearance by the recipient at the destination station by way of an in-house inspection. All consignments of goods must be accompanied by: Delivery note (duplicate), invoices (undamaged), movement certificate or certificate of origin or domestic invoices with corresponding indication of origin. If the Contractor impedes or delays the proper acceptance of goods through negligence, the resulting expenses shall be charged in full. In the case of deliveries FCA in accordance with INCOTERMS in the version valid at the time of conclusion of the contract, the documents necessary for the preparation of the export papers, in particular delivery notes with the order number of the customer, must be made available to the customer at least 3 working days before the delivery date.
12. **ACCEPTANCE, DEFECTS:** Acceptance notes on delivery documents, whether with or without reservation, only confirm the factual, unchecked receipt of the consignments. The consignment will be inspected for defects within 14 days of receipt of the complete delivery and all delivery documents. The customer shall be entitled to request certificates and documents, provided that the goods in question are intended for assembly, installation in DUMAG products or otherwise for processing or machining, in particular also control elements and programmes, at this point in time, but no longer than 6 months, or 9 months in the case of shipments abroad, from delivery. Defects arising up to this point in time shall be deemed to be defects in fulfilment. Defects not detected immediately shall nevertheless not be deemed approved.
13. **WARRANTY:** The contractor assumes a full warranty for faultless material, function or faultless design, execution and performance for a period of 36 months from acceptance or acceptance, unless longer statutory warranty periods apply, the order expressly states otherwise or the order is placed for a specific project of a DUMAG customer expressly or according to the circumstances recognisable to the contractor, whereby in the latter case the contractor's warranty obligation only ends with the end of DUMAG's warranty obligation to the DUMAG customer. The contractor's warranty covers all defects in the delivered item that arise within the warranty period. Within the scope of his guarantee, i.e. without proof of fault, the contractor must also compensate DUMAG for all damages incurred as a result of the defective delivery. The contractor is also liable for the correct coordination of the interfaces of his delivery with other components with which his deliveries interact. Even in the case of insignificant defects, DUMAG has the free choice of demanding rectification, cancellation of the contract, price reduction or withdrawal from the contract. If defects occur frequently or are of a fundamental nature, similar delivery parts must also be improved accordingly, even if they are not specifically affected. The Contractor shall provide us with the necessary storage and operating instructions together with the delivery without being requested to do so, otherwise the Contractor shall be liable for any damage we incur as a result of not knowing them. The contractor is obliged to provide DUMAG and its customers with the unimpaired use of the delivery and service provided, in particular free from industrial property rights and other rights of third parties.
14. **QUALIFICATION OF THE CONTRACTOR:** By accepting the order, the Contractor warrants the existence of the approvals and qualifications required for the manufacture and acceptance of the ordered item, which are prescribed by the legal provisions, technical regulations, regulations of the acceptance organisations, relevant standards and order conditions. He is obliged to maintain them throughout the entire order processing and to provide evidence of them at all times. We must be informed immediately of the expiry or withdrawal of such authorisations.
15. **PRODUCT LIABILITY:** The Contractor's deliveries and services must comply with the requirements of the Austrian Product Liability Act and the product safety regulations at the final destination with regard to product safety - without prejudice to the otherwise applicable legal provisions. The Contractor shall be liable for this to the exclusion of any limitations of liability and shall also be obliged to indemnify and hold the Client harmless against all third-party claims.
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17. **INVOICES** are simply to be sent to us. In the case of deliveries from abroad, the invoices and the documents required for customs clearance must be sent to our address, 2352 Gumpoldskirchen, Am Kanal 8-10, before the consignment arrives at its destination, where all correspondence must also be sent.
18. **PAYMENT:** Payment shall be made within 30 days of receipt of the invoice with a 2% cash discount or 60 days open account, provided that the goods and the required documentation have been duly received and the invoice is correct. The date of payment is the date on which the amount owed is debited from our bank account. We shall bear the transfer charges of our bank, all other charges in connection with the payment shall be borne by the contractor. DUMAG is entitled at any time to offset claims of any kind against any claim of the contractor. Complaints about the delivery and services entitle us to withhold payment. The place of fulfilment of payment is Wiener Neustadt in all cases. Cash on delivery consignments will not be accepted (with the exception of special written agreements).

19. Confidentiality obligation: The contracting parties undertake to treat as business secrets all commercial and technical details which are not in the public domain, and which become known to them through the business relationship. The Contractor shall treat the conclusion of the contract as confidential. The Contractor may only refer to business relations with the Client in advertising materials after obtaining the Client's written consent, otherwise the business relationship must be kept completely confidential. Drawings, models, templates, samples or similar objects may not be handed over or otherwise made accessible to unauthorised third parties. The reproduction of such objects is only permitted within the scope of operational requirements and copyright regulations. Subcontractors and business partners of the Contractor shall be obligated accordingly within the meaning of this Section 19. The Contractor recognises the Client's data protection declarations and undertakes to accept the obligations contained in the data protection declarations.
20. LIABILITY, SECURITIES: Securities to be provided by the contractor, such as letters of guarantee, bank guarantees and liability retentions can be used by us to satisfy any claim. In the event of late payment by DUMAG, only the statutory default interest can be demanded, to the exclusion of further claims. The offsetting of counterclaims of the contractor is only permitted if the claim has been expressly recognised by us. DUMAG shall only be liable for any damage in connection with the order placed in the event of proven gross negligence or intent, and up to half of the order value. DUMAG is not liable for indirect or consequential damages, loss of profit, loss of production, loss of interest, etc. Assignments of supplier claims are only permitted with our express written consent.
21. JURISDICTION AND LAW: For all disputes arising directly or indirectly from the contractual relationship, the competent court in Wiener Neustadt is agreed as the place of jurisdiction. Austrian law shall apply. However, we reserve the right to take legal action of any kind before the courts or other authorities responsible for the Contractor's registered office or for its assets.
22. SUSPENSION: We are entitled to demand a free suspension of up to 6 months for important reasons. If the suspension exceeds 6 months, we will make an amicable arrangement with you regarding the effects of the contractual provisions.
23. WITHDRAWAL, BREACH OF CONTRACT: In the event of a serious breach of contract, the Client may withdraw from the entire contract in whole or in part after setting a reasonable grace period (usually 14 days). The Client may also withdraw from the contract without setting a grace period - if the Contractor has in fact been granted a reasonable grace period after the reminder by the Client, even if without an express grace period or threat of withdrawal, or - if the Client already has reason to assume before the respective contract date that the Contractor is not willing or able to fulfil essential contractual obligations on time. Serious breaches of contract include such delays or impending delays to interim or final deadlines or defects that jeopardise the Client's fulfilment of the contract vis-à-vis its contractual partners, even if a contractual penalty is provided for this. In such cases, the Client shall be entitled to carry out the omitted or inadequately performed services and deliveries itself or through third parties at the Contractor's expense (substitute performance). The Client may withdraw from the contract if insolvency proceedings have been opened against the Contractor's assets or if the Client becomes aware of execution or enforcement measures. The Client may also withdraw from the contract if the Contractor promises, offers or grants benefits of any kind to an employee or agent of the Client or to a third party in the Client's interest.
24. EU DIRECTIVES: By accepting the order, the Contractor declares that it will comply with all relevant European regulations when planning and executing the system components or parts, as well as carrying out CE labelling and preparing the certificate of conformity for documentation in relation to the applicable EU directive. DUMAG will not accept goods that do not comply with the relevant regulations and/or are not labelled.
25. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS: When ordering devices, machine parts or complete machine systems, these must comply with our Technical Terms and Conditions of Purchase and the laws and regulations applicable in the country of destination as well as the applicable standards (if not available, the corresponding DIN standards), mechanical and electrical engineering guidelines and all environmental and occupational safety regulations. In the case of deliveries that require acceptance by the TUEV, or other institutions entrusted with this task, the corresponding acceptance report must be submitted without being asked.

## TECHNICAL CONDITIONS OF PURCHASE

1. the supplier or contractor warrants that the machines, components and systems to be supplied by him - hereinafter referred to as units - comply with the specified conditions for machines and systems and have the features and properties specified therein; in addition, they shall be designed in accordance with the generally recognised rules of technology. The supplier or contractor also guarantees that the units to be offered or supplied are free from industrial property rights and other rights of third parties. The defence of the statute of limitations is waived from the outset for any resulting recourse claims.
2. all parts of the delivery must correspond to the state of the art in design and construction, be robust and functional and be made of a material optimally suited for the intended use.
3. each system must be adapted to the local installation and operating conditions (climate, dust, gas, physical influences, etc.). The system to be supplied must be able to operate trouble-free under these conditions, both in continuous and intermittent operation.
4. All systems must comply with the statutory and official regulations (in particular OEVE and OE standards, building regulations, fire brigade supervisory authority and trade supervisory authority, employers' liability insurance association, etc.). The regulations and guidelines applicable at the installation site of the system are decisive. In particular, protective devices must be fitted to all drives, couplings or other points where necessary or required by law to protect the operating personnel. If official authorisations or approvals are required for the installation or use of the units or systems, the Contractor shall be responsible for arranging these in good time or, if this is the responsibility of the Customer, for providing all necessary documents (e.g. certificates, drawings, descriptions).
5. The Contractor must be expressly informed of the use of new designs and prototypes. In these cases, the Contractor must provide special guarantees (e.g. buy-back obligations).
6. If the contractor discontinues production of the equipment offered or replaces it with new types, this must be notified to the client when submitting the offer; by accepting the offer, the contractor undertakes to keep spare parts in stock or to manufacture them or to procure and deliver them at short notice.
7. All parts of the machine must be easily, conveniently and safely accessible for maintenance and repair work.
8. The foundations of the units must be made available by the client in good time, unless otherwise agreed. Subsequent changes to the foundations due to faulty originals shall be at the Contractor's expense.
9. The Contractor undertakes to provide the Client with detailed interim dates on request. The Client shall have the right to have a representative attend the scheduled works inspections at its own expense. The Contractor undertakes to announce these dates in good time. The Client or its authorised representatives shall be entitled to inspect or have inspected the quality of the materials used and the parts produced as well as the progress of the work during and after production. The Client's customer shall have access to the Contractor's production facilities at any time after prior notification.
10. By accepting the order, the contractor declares that he will comply with all relevant European regulations when planning and executing the system components or parts, as well as carrying out CE labelling and preparing the certificate of conformity for documentation in relation to the applicable EU directive. DUMAG will not accept goods that do not comply with the relevant regulations and/or are not labelled.