



MARK Metallwarenfabrik GmbH
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GENERAL TERMS AND CONDITIONS OF PURCHASE

VERSION February 2023

1. Scope of application

The following General Terms and Conditions of Purchase (GTCP) shall apply exclusively to all enquiries, orders, call-offs or agreements regarding the delivery of goods and/or services by MARK Metallwarenfabrik GmbH, hereinafter referred to in brief as "*Contractee*", to business partners, hereinafter referred to in brief as "*Contractor*".

The Contractor declares recognition of the sole validity of the GTCP without reservation upon acceptance of the order or conclusion of a separate agreement with effect for this as well as all future business relationships.

The Contractor expressly waives the validity of any of their own terms and conditions of delivery and business and such terms and conditions shall not become part of the contract, even if the Contractor should unilaterally make explicit reference to their exclusive validity.

Should individual provisions of these GTCP be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of these GTCP. The contracting parties are obliged to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

2. Ordering and placing orders

Orders and agreements, as well as any amendments, additions and ancillary agreements to these, require a document signed by hand or with an electronic signature by a person authorised to represent the Contractee in order to be legally binding on the Contractee.

Verbal or unilateral written caveats by the Contractor on orders or order confirmations are invalid.

Orders placed by the Contractee shall only be legally effective if they are confirmed unconditionally (without additions and

restrictions) in writing by the Contractor within _ days, otherwise they shall be invalid.

3. Prices

The prices on which the Contractee's order(s) are based are fixed prices. With regard to deliveries of the goods, the INCOTERMS "DDP" ("Delivered Duty Paid") in accordance with the INCOTERMS as amended, including packaging, shall be deemed agreed, unless set out otherwise in these GTCP, the relevant order, the call-offs or a specific agreement with the Contractor.

If prices and conditions (including relating to packaging etc.) are not already stated on the Contractee's order because they can only be announced by the Contractor at a later date, they shall only be valid if they are additionally accepted in writing by the Contractee after they have been announced. If the price announced later is not confirmed in writing, the order is invalid.

4. Delivery

The delivery periods and delivery dates stated on orders, agreements and written call-offs of partial quantities or partial services are binding. Delivery periods shall commence upon receipt of the legally valid order, agreement or call-off.

The Contractor is obliged to label all their delivery slips with the specific order details, supplier number, order number, article number and article description.

Partial deliveries and advance deliveries, as well as partial services in relation to the goods and/or services, if not already specified in advance, require the written authorisation of the Contractee and must be designated as such.

The Contractee is entitled to refuse to accept goods or services that are delivered before the delivery date specified on the order and to return the prematurely delivered goods at the Contractor's expense and risk, or to store them themselves or with third parties at the Contractor's expense.





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In the event of delays in delivery or in the provision of services, the Contractor shall inform the Contractee immediately in writing, stating at the same time when the delivery (provision of services) will take place. If the Contractor is in default with the fulfilment of the contract, the Contractee shall be entitled to charge the Contractor a penalty of __% of the total gross price of the order per week/day or part thereof. The penalty shall - at the discretion of the Contractee - be paid by the Contractor in cash or the Contractor shall accept a deduction by way of offsetting against payment claims arising from the delivery/service.

If the Contractor discontinues their deliveries or the provision of services or if judicial insolvency proceedings (reorganisation or bankruptcy proceedings) are applied for or initiated against their assets, the Contractee is entitled to withdraw from the unfulfilled part of the contract with immediate effect.

Insofar as the Contractee is unable to fulfil their own delivery obligations as a result of this withdrawal caused by the Contractor due to the unfulfilled part of the contract, the Contractee shall be entitled to offset the resulting claims against any outstanding claims of the Contractor.

If, as a result of force majeure, strikes or lockouts, the fulfilment of the contractual obligations becomes impossible or significantly more difficult for the Contractee, the latter shall be entitled to cancel the contract in full or in part or to demand its execution at a later date, without the Contractor being entitled to any further legal claims or claims against the Contractee as a result of this delay. If the fulfilment of the contract is unreasonable for the Contractor in these cases, the Contractor may withdraw from the contract.

5. Transfer of risk

The transfer of risk shall be governed by the INCOTERM "DDP" ("Delivered Duty Paid") in the INCOTERMS as amended, whereby - in the absence of a specific agreement to the contrary - the relevant place of delivery shall be the Contractee's place of business in 4582 Spital am Pyhrn.

If, in individual cases, deviating terms of delivery are agreed between the Contractee and the Contractor, the transfer of risk shall, in case of doubt, only take place upon complete delivery of

the goods (provision of the service) by the Contractor at the place of delivery specified by the Contractee.

6. Quality / documentation

The Contractor shall comply with the recognised technology regulations and the applicable safety regulations for their deliveries or services to be provided.

The Contractor is obliged to provide quality documentation for their deliveries or services to be provided, which is an integral part of the main service; a delay in providing this documentation therefore has the same effect on payment, penalties and the Contractee's other claims as any delay in delivery or performance of the main service.

7. Invoicing / payment

The invoice shall be sent to the Contractee immediately after delivery or completion of the service, stating all order data.

The text of the invoice must be drafted and the invoices structured in such a way that comparison with the order and invoice verification can be easily carried out. The order number and order data must be stated on the invoice. All payment deadlines shall commence on the day the invoice is received.

Payment shall be made as agreed, otherwise within __ days after delivery or acceptance of the overall performance with __% discount or within __ days net.

8. Warranty

The relevant statutory provisions of the agreed legislation shall apply to the warranty.

Defects must be reported to the Contractee in writing as soon as they become known, whereby the inspection obligations shall only be carried out on a random basis, taking into account the relevant operational production process.

In the event of a defective delivery, the Contractor shall first be given the opportunity to rectify the defect by means of a replacement delivery, i.e. either rectification of the defect or delivery of a new item (replacement parts). In both cases, the Contractor shall bear all costs incurred as a result.





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In the event of a subsequent delivery, the Contractor shall take back the defective products at their own expense.

If the improvement fails, if such an improvement is unreasonable for the Contractee due to production-related time or factual reasons, or if it is not carried out within a reasonable period after a complaint has been made, the Contractee may withdraw from the contract or the order without setting a further deadline and return the products at the risk and expense of the Contractor.

The Contractor shall be liable without limitation - even if not at fault - for consequential damage caused by defects in their deliveries and services.

The Contractee shall not be subject to any inspection obligations regarding the freedom from defects of the Contractor's deliveries or services, so that the existing rights to warranty, damages, liability for defective products or similar rights shall remain fully protected irrespective of any failure to carry out an inspection.

The Contractor is aware that the Contractee is certified in accordance with "ISO 9000", among others. The Contractor warrants that the goods delivered and the services to be provided by them fully comply with this standard.

The Contractor is obliged to ensure that all goods supplied now or in the future comply with EU conformity regulations and bear the CE mark.

9. Property rights

The Contractor shall be liable for all claims arising from the infringement of industrial property rights and applications for industrial property rights of third parties if the goods are used in accordance with the contract. This claim is upheld regardless of fault. The Contractor shall fully indemnify and hold the Contractee and their customers harmless in respect of all claims asserted by third parties arising from an infringement of intellectual property rights (such as patent, design and copyright infringements).

10. Transfer of title / retention of title / security of title

Once the goods and services have been paid for in full, they become the sole and unlimited property and copyright of the Contractee. Any prolonged or extended retention of title by the Contractor to products supplied by the latter is excluded.

The Contractee expressly reserves the material and intellectual property rights (copyright) to the orders placed by the Contractee, in particular to the drawings, illustrations, calculations, descriptions and other documents not exclusively made available to the Contractor.

11. General provisions

Insofar as neither these GTCP nor any orders and agreements based on them contain any other provisions, the relevant statutory provisions shall apply.

Contracts and all order transactions are subject to the law of the Republic of Austria to the exclusion of the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

The place of fulfilment for deliveries and services is the place of destination.

For all disputes arising from and in connection with the agreements concluded between the Contractee and the Contractor, it is agreed that the court with subject-matter and local jurisdiction at the location of the Contractee's registered office shall have exclusive jurisdiction.

12. Code of conduct

The Contractor is obliged to comply with the laws of the applicable legislation.

In particular, they will not participate actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of their employees or child labour.

In addition, the Contractor shall assume responsibility for the health and safety of their employees at the workplace, comply with environmental protection laws and promote and demand compliance with the Code of Conduct from their suppliers to the best of their ability.

Mark Metallwarenfabrik GmbH is certified according to:

- ISO 9001:2015
- IATF 16949:2016
- ISO 14001:2015
- ISO 45001:2018
- ISO 50001:2018

Compliance with these regulations is an integral part of our orders!

