

**1 Offer:**

1.1 The Supplier agrees to supply the goods on the terms set out by us (Teufelberger Ges.m.b.H., Teufelberger Seil Ges.m.b.H., Teufelberger Holding AG, Teufelberger Service GmbH, Teufelberger Fiber Rope GmbH, Teufelberger spol. s r.o., Teufelberger Fiber Rope, Ltd., Teufelberger Sp. Z o.o) regarding quantity and quality and shall expressly point out any deviation. Offers and samples shall be provided free of charge.

1.2 Any offer made or the execution of an order from us shall be deemed to constitute express and unqualified acceptance of the present Terms and Conditions of Purchase by the Supplier. The Supplier's general terms of business will not be applicable, even if we do not expressly object to them. No terms of delivery, whether included in the Supplier's offer, acknowledgement of order or invoice will be accepted by us. The present Terms and Conditions of Purchase shall also be applicable to further orders, even if no reference is made to them in such orders.

**2 Orders:**

To us, orders only constitute legally binding agreements if they were transmitted from our SAP system preferably as email attachments. All subsequent purchase order communications must mention the SAP order number as reference. A departure from the requirement of an SAP purchase order must be agreed with the purchasing department on a case-by-case basis.

**3 Supplier confirmation:**

The Supplier shall return a copy of our order, duly signed, as acknowledgement of the order. We reserve the right to cancel our order without being charged for the canceled order, should the Supplier fail to dispatch the acknowledgment of order within 5 working days from receipt of the order. Any departures from the order must be highlighted in the acknowledgement of order and are subject to our express consent.

**4 Deliveries – Time Limits:**

Unless expressly otherwise agreed no part delivery or delivery made in advance of the specified date shall be made by the Supplier.  
If the Supplier fails to observe the specified time limits, we shall have the right to cancel the order or insist on compliance or claim damages, as the case may be, granting an additional period of two weeks, even if part deliveries were made with our consent.  
We must be promptly notified of any events that render timely performance impossible.

**5 Place of Performance and Delivery:**

Consignments shall be delivered duty paid ("DDP" Incoterms 2020) and unloaded at the final point agreed at the risk of the Supplier. The Supplier shall take out an insurance policy covering all risks and damages during transportation. The property will pass to us upon passage of risk.

Truck freight will be accepted on working days from Monday to Friday from 7.00 AM to 12.00 PM and from 01.00 PM to 03.00 PM.

**6 Packaging:**

6.1 The Supplier shall package the goods, free of charge, as necessary for shipment. The customer shall have the right to return the packaging material to the Supplier at the cost of the Supplier or to charge the costs of disposing of such material.

6.2 The Supplier shall provide valid certificates of origin. Products subject to special product standards such as the dangerous

goods regulations must be properly classified, packaged and labeled; the required safety data sheets must be enclosed in the required national language(s).

**7 Quality and Documentation:**

7.1 On request the Supplier shall provide process capability studies as evidence of stability, safety and uniformity of performance. On request the Supplier shall disclose the inspection and control parameters for production monitoring and criteria, methods and frequency of internal and external audits to us. Furthermore, the Supplier shall inform us about planned changes in the production and inspection processes at least 2 months in advance. The Supplier gives us the opportunity to assure ourselves that the quality control measures are applied to the extent necessary and the documentation responsibilities are fulfilled.

7.2 The delivered goods must meet all applicable safety regulations and the recognized rules of technology as well as the provisions of EU law (directives, regulations, standards etc.) and the country of destination. The proper declaration of conformity of the country of destination is also a part of the consignment.

**8 Warranty:**

8.1 The Supplier assumes liability for expressly specified and/or guaranteed features and the completeness, suitability and usability of the delivered goods and services for the specifically agreed business case in accordance with the statutory regulations of §§ 922 et seq. ABGB (Austrian General Civil Code). The goods and services must also show the characteristics usually expected and the characteristics described in user's manuals, leaflets, marketing mailings and other information media that are publicly available or accessible to us. The warranty period shall be two years from the date of delivery.

8.2 We shall notify the Supplier, orally or in writing, of any defects that have not been notified already on acceptance, at the earliest when noticed and at the latest within the agreed warranty period. The obligation to give notice of defects (§ 377 UGB (Austrian Commercial Code) is expressly waived.

8.3 In the event of defects of whatever nature we may, at our discretion, request a price reduction or withdraw from the contract (nullification of the sale) or request replacement or improvement of the defective goods in a minimum of time at the site where the delivered goods are used. If the Supplier fails to meet the deadline set by us for remedying the defects, we may, at our discretion, nullify the sale or reduce the price. In cases of emergency or if the Supplier fails to remedy the defects in time, we shall have the right to remedy the defects ourselves or engage third parties to remedy the defects at the cost of the Supplier (substitute performance) without setting a new deadline.

8.4 The time between notice of defect being given to the Supplier and the successful replacement or improvement/repair of the defective goods does not count towards the warranty period. The warranty period will start to run anew afterwards.

8.5 The transport of goods for which notice of defect was given shall be at the cost and risk of the Supplier.

8.6 The Supplier shall be liable for third-party goods and services provided by the Supplier as for its own goods and services.

**9 Tools & Models, Copyright and Related Rights:**

9.1 Unless the parties agree otherwise tool and model ownership will pass to us. Tools and models must be stored safely and kept insured by the Supplier. By accepting the order the Supplier agrees to hand over tools and models free of charge.

9.2 We shall retain ownership in and the exclusive usage rights to the drawings, documents, information and know-how provided to the Supplier by us. The Supplier recognizes that the protection of such materials and know-how by intellectual property rights is exclusive to us.

**10 Rights to the Contractual Item**

10.1 The Supplier undertakes to ensure that the use of its goods and services shall in no way be affected by any assertion of third-party rights (brands, models, patents and territorial protection) or violate any existing boycott clauses, blacklists etc.

10.2 If any violation of third-party rights or boycotts and blacklists should emerge later on, the Supplier shall promptly notify us. The Supplier undertakes to indemnify and hold us and/or the end user harmless in the event that such infringements or violations of law are claimed.

**11 Retention of Title:**

We retain title to all materials ordered by us or third parties for purchase order execution.

**12 Cancellation of a Contract**

12.1 We shall have the right to cancel the contract, in whole or in part, in the event of breach, on reasonable notice (usually two weeks). A reminder for contract compliance shall also be deemed giving reasonable notice. Breaches of contract include, but are not limited to: Failure to meet provisional and final deadlines, unapproved subcontracting or defects jeopardizing performance of contract to our contracting partners by us. Any assignment of claims contrary to the non-assignment clause herein shall entitle us to terminate the contract for cause.

12.2 We have the right to terminate the contract, in whole or in part, also in case of no fault of the Supplier. In such a case we are obligated to pay the Supplier the contract price proportional to the goods and services already delivered and moreover reimburse the Supplier for any proven direct costs of deliveries and services in progress. The Supplier shall be obligated, after declaring the contract terminated, to make every effort to keep the costs to be reimbursed by us as low as possible.

**13 Terms of Payment:**

Unless specifically otherwise agreed in writing invoices must be paid in Euros within 30 days of receipt, but not before all goods have arrived, allowing a discount of 3%.

Any costs that may arise (e.g. currency risk, expenses, money transfer charges) shall be borne by the Supplier.

Should any tax or fee that was included in the price be cut in the time between placing an order and fulfilling it, we shall have the right to request a proportionate price reduction. In the case of delivery complaints we shall have the right to withhold due payments.

The Supplier may only assign accounts receivable from us with our written approval.

**14 Currency Clause:**

In the case of an exchange rate fluctuation of more than 2% between the currency agreed upon in the contract and the Euro since the date of conclusion of the contract, the due amount

shall be accordingly adjusted to ensure that we do not sustain a loss.

**15 Invoices and Delivery Notes:**

Please send system-generated invoices in PDF format in the future to the email address indicated in the order.

Paper originals are no longer needed. A delivery note containing a precise description of goods must be enclosed in the shipment. We shall have the right to withhold payments until receipt of a proper and complete invoice and delivery note.

Invoices and delivery papers must reference the order number and the order date.

**16 Liability:**

The Supplier is liable for any direct or indirect losses incurred by us or third parties through a delivery, and their consequences, as well as for its own actions and for the actions of its employees or subcontractors. The liability is unlimited in amount. Furthermore, the Supplier is liable for damage caused by defective products, loss of interest, lost profit and loss of information and data. The Supplier's liability remains unaffected by any subsequent further processing by us or third-party reworking.

The Supplier is also liable for any consequences and losses arising from deliveries breaching legal provisions, infringing patents and copyrights, utility models or other rights or containing noxious substances.

The Supplier undertakes to indemnify and hold us harmless, if we should be held liable for damage (e.g. under the product liability law) resulting from defective deliveries and/or services or deliveries and/or services provided by the Supplier's subcontractors.

**17 Product Liability and Obligation to Obtain Insurance:**

The Supplier has full liability within the scope of the Austrian Product Liability Act of 1988; exemption declarations in general or specific terms and conditions are not accepted.

As a consequence the Supplier is fully liable for any damage resulting from a fault in the Supplier's goods or services.

The Supplier must take out an uncapped product liability insurance policy covering all conceivable damage events under the Austrian Product Liability Act. On request a certificate for evidence of sufficient liability insurance must be provided. Potential risks involved in the use of the Supplier's products must be expressly pointed out in writing in the user's manual or in any other suitable form.

**18 Governing Law and Place of Jurisdiction:**

All business and contractual relationships between the Suppliers and us shall be governed by the Austrian substantive laws excluding the conflict of law rules without giving effect to the UN Convention on Contracts for the International Sale of Goods (CISG). Any dispute and claims that may arise, including, but not limited to, the validity of these Terms and Conditions of Purchase, shall be settled by the competent court in Wels. We shall also have the right to assert our claims at the Supplier's place of general jurisdiction.

**19 Data Protection**

The personal data of our Suppliers is stored and processed if it was provided to us for a purpose known to the Supplier, e.g. to enter into a business transaction with us.

We make sure the data we handle is protected against manipulation, loss, destruction, unauthorized access and unauthorized disclosure by continuously implementing additional protection measures to enhance data security in line with technology developments. The data of our Suppliers is stored, used and processed in accordance with the legal regulations and no longer than 7 years after the business relationship ends.

Our Suppliers have the right to revoke their consent to the use of their data and to be informed what information is held about them and how it is used, the right to data portability, the right to rectification, the right to restrict processing and the right to erasure of personal data to the extent permitted by law.

For further details please visit our data privacy statement on our website.

**20 Miscellaneous:**

Invalidity of any provisions of these Terms and Conditions of Purchase shall not affect the validity of the other provisions herein.

We have the right to correct at any time obvious errors such as mistakes in writing and calculation in purchase orders, acceptance of offers, and similar documents.

These Terms and Conditions of Purchase constitute a supplement to the contracts concluded between us and the Supplier. If a discrepancy occurs between these Terms and Conditions of Purchase and the provisions of a contract or if a contract contains more far-reaching provisions, the contract shall take precedence over the Terms and Conditions of Purchase.

Agreements between the contracting parties must be in writing to be effective. The same applies to alterations of the Terms and Conditions of Purchase and departure from the written form requirement. Oral agreements are not legally binding. The Supplier acknowledges that our employees or third parties engaged by us are not competent to make commitments differing from the contractual conditions (such as supply agreements, commitments relating to quality and quantity).

We have the right to modify the Terms and Conditions of Purchase. We shall inform the Supplier about modifications in the Terms and Conditions of Purchase and the date of modification no later than one month before the date of modification.

**Teufelberger Ges.m.b.H.  
Teufelberger Seil Ges.m.b.H.  
Teufelberger Holding AG  
Teufelberger Service GmbH  
Teufelberger Fiber Rope GmbH  
Teufelberger spol. s r.o.  
Teufelberger Fiber Rope, Ltd.  
Teufelberger Strapping Sp. z o.o**

Notice: In case of doubt the original German version shall be binding