

General Terms and Conditions of Purchase of TEST-FUCHS International GmbH

1 Scope

These General Terms and Conditions of Purchase apply to all orders (deliveries and services) from TEST-FUCHS International GmbH.

2 Award of contract

These Terms and Conditions of Purchase shall become an integral component of the contract upon acceptance of an order. Only written orders shall be valid. Changes, amendments or collateral agreements made before, during or after contract execution require the written confirmation by TEST-FUCHS International GmbH.

3 Order confirmation, general terms and conditions of the Contractor

3.1 TEST-FUCHS shall receive prompt confirmation of the acceptance of the order. TEST-FUCHS International GmbH reserves the right to cancel, without compensation, an order already placed unless TEST-FUCHS International GmbH has received a proper order confirmation within a reasonable period but within 7 business days at the latest.

3.2 The Contractor's General Terms and Conditions shall not apply unless accepted by TEST-FUCHS International GmbH in writing.

4 Delivery, default

4.1 The deadlines specified in the order are binding and shall be adhered to without fail. The Contractor shall notify TEST-FUCHS International GmbH promptly if there are signs of a potential delay or of the agreed deadlines not being met, stating the reasons and expected duration of the delay.

4.2 Regardless of culpability on the part of the Contractor and proof of actual damage, TEST-FUCHS International GmbH is within its rights to charge a penalty in the amount of 0.5% of the overall order value for each calendar day, or part thereof, the delivery or service was delayed, up to a maximum of 10% of the entire order value. TEST-FUCHS International GmbH reserves the right to claim damages exceeding the penalty. In the event delivery is delayed, TEST-FUCHS International GmbH is entitled to withdraw from the contract after a reasonable grace period has been set.

4.3 For deliveries including installation or assembly and upon the performance of services, the risk is transferred upon acceptance, in case of deliveries without installation or assembly upon receipt by TEST-FUCHS International GmbH at the destination. Deliveries to TEST-FUCHS International GmbH shall be made in accordance with Incoterms[®] 2010 to DAP TEST-FUCHS International GmbH, Test-Fuchs Strasse 1-5, A-3812 Gross-Siegharts.

4.4 Partial deliveries or advance deliveries require our written consent. In case of unsolicited premature delivery the term of payment shall commence at the originally agreed date of delivery.

4.5 Each delivery shall be accompanied by a detailed delivery slip. Delivery slips shall include our order number, our item number and designation, the quantity of parts delivered as well as a list of all documents accompanying the delivery. The costs for transport insurance are not reimbursable.

5 Payment

5.1 The payment term of the bill commences upon complete acceptance of the delivery or performance of service by TEST-FUCHS International GmbH and receipt of the proper bill. To the extent the Contractor is obligated to provide documents relating to materials testing, inspections/testing, and quality or other documentation, receipt of these documents is a prerequisite for complete delivery or performance.

5.2 Unless agreed otherwise, TEST-FUCHS International GmbH may choose, at its discretion, payments within 14 days with a 3% discount or net payments within 30 days.

5.3 Electronic bills (with digital signature) are to be sent to the following e-mail address only:
accounting_international@test-fuchs.com

6 Acceptance, notification of defects, liability for defects, and product liability

6.1 The transfer of goods (acceptance) as well as the inspection for completeness and any visible defects shall take place within a reasonable period after receipt of the goods. TEST-FUCHS International GmbH shall notify the Contractor of any defects detected as quickly as possible, but no later than within 15 business days.

6.2 The Contractor warrants the use of brand-new materials best suited for the purpose, as well as the proper implementation conforming to drawing, functional construction and flawless assembly. The Contractor shall guarantee its deliveries and services for a period of three years. In case of deliveries and services firmly attached to buildings and/or properties, the warranty period is three years as well. Upon elimination of the defects complained about, the warranty period for the replacement delivery or service item will commence anew. For deliveries the warranty period begins with the installation or assembly and for services upon acceptance; for deliveries without installation or assembly the warranty period begins with the receipt at the "place of use", for hidden defects upon detection. For deliveries to locations where TEST-FUCHS International GmbH carries out job orders outside its plants or shops, using the goods delivered, the warranty period begins upon acceptance of the service to be rendered by TEST-FUCHS International GmbH by its client. The written assertion of the warranty period by TEST-FUCHS International GmbH is adequate for preserving it.

6.3 At the discretion of TEST-FUCHS International GmbH, the Contractor shall at its expense either promptly eliminate any defects appearing within the above warranty periods or redeliver the goods or services free of defects within the period specified. In any case, TEST-FUCHS International GmbH is also within its rights to demand reimbursement of all costs associated with the elimination of the defect, such as dismantling and installation costs. In urgent cases, including, but not limited to warding off imminent dangers or preventing excessive damage, we are within our rights to eliminate the defects detected at the Contractor's expense.

6.4 The contractor shall indemnify and hold TEST-FUCHS International GmbH harmless in case of patent, copyright, brand and design protection disputes and warrant the unrestricted use of the goods delivered.

7 Place of fulfilment, applicable law, place of jurisdiction, severability, reservation clause

7.1 The place of fulfilment for deliveries or services is Groß-Siegharts.

7.2 The applicable law is Austrian law only. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is categorically excluded.

7.3 The Handelsgericht (Commercial Court) in Krems has exclusive jurisdiction in case of disputes, including but not limited to the execution of a contract or claims arising from the contract.

7.4 In case individual provisions are or become invalid, the validity of the remaining provisions shall remain intact.

8 Confidentiality

The Contractor agrees to keep confidential all information about TEST-FUCHS International GmbH disclosed in conjunction with the order or the contents of the order, unless the information is public knowledge or the Contractor has otherwise become lawfully aware of it. The Contractor further agrees to keep confidential all results or partial results developed while filling the order and to use said information solely for filling this order. Should the Contractor engage a third party to fulfil its contractual obligations, it shall obligate said third party contractually to the corresponding confidentiality requirements.

9 Substance declaration, RoHS, hazardous substances

9.1 The Contractor warrants that the deliveries to which it is obligated based on the order are in compliance with RoHS (Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment) and therefore meet the thresholds associated with the RoHS guideline for restricted use of certain hazardous substances in electric and electronic devices (EU Directive 2011/65/EU) at the time of delivery.

9.2 If the Contractor supplies products permitted by law but nevertheless legally subject to substance restrictions and/or substance reporting requirements (e.g. REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals), the Contractor shall declare them no later than upon initial product delivery.

9.3 If the delivery includes goods to be classified as hazardous goods according to international regulations, the Contractor shall so notify TEST-FUCHS International GmbH no later than upon order confirmation.

9.4 Packaging timber shall meet applicable EC phytosanitary requirements.