



GENERAL TERMS AND CONDITIONS OF PURCHASE

**Pfeifer Holz GmbH & Co KG**

## 1. General provisions/scope of application

- 1.1 These “General Terms and Conditions of Purchase” (hereinafter in brief “conditions of purchase”) apply to all deliveries and services (including work and purchase contracts) that are provided by a supplier or service provider (hereinafter in brief “supplier”) to Pfeifer Holz GmbH & Co KG (hereinafter “company”).
- 1.2 All deliveries, services and offers by suppliers are performed exclusively on the basis of these conditions of purchase. These are integral to all contracts and orders (hereinafter “contracts”) concluded between the company and the supplier for the deliveries and services offered by the latter. By concluding the contract, the supplier agrees to the contents of these conditions of purchase that apply to the contractual relationship between the company and the supplier and confirms that these conditions of purchase are an integral part of it. These conditions of purchase, as well as the regulations for contract conclusion, apply within ordinary business transactions also to all future business with the respective supplier.
- 1.3 Terms and conditions of business of suppliers or third parties
- 1.4 are not applicable, even if their validity is not expressly refuted in individual cases. Even if a document is referred to that contains or indicates the terms of business of the supplier or of a third party, this does not constitute a consent to applying these terms of business.
- 1.5 All agreements made between the company and the supplier for the fulfilment of the contract are to be recorded in a contract.

## 2. Offer/Contract conclusion/Contract performance/Contract termination/Delivery

- 2.1 The offers made by the supplier are free of charge for the company and do not represent an obligation to the company to conclude a contract. The supplier shall check the documents handed over with the enquiry or tender (performance description, drawings, calculations etc.) for any shortcomings before submitting their offer and notify any concerns about the intended proceedings before submitting their offer.
- 2.2 The supplier is obliged within a period of a maximum of three (3) working days to accept a binding order made by the company (application to conclude a contract), which can also be made through an electronic channel, by returning a confirmation that can also be through an electronic channel. The acceptance represents a contract conclusion. Deviating agreements in the contract take precedence over the wording of the conditions of purchase. Any amendment, any caveat or any additions require a cross-motion and the written agreement of the company; without this agreement no contract comes into effect, even if claimed caveats or amendments do not significantly change the conditions of the order (the contract draft).
- 2.3 The supplier owes a complete delivery or service, even if the contract does not explicitly list all the individual parts or partial services.
- 2.4 The risk of damage to the goods and deliverables is transferred to the company at the time of their handover from the supplier.
- 2.5 If due to the specification of the delivery doubts would or could arise as to the scope or technical parameters, the supplier is obliged to inform the company immediately by electronic post, or if necessary by means of a personal or telephone discussion, and to wait for details and instructions from the company before carrying out the delivery and service.
- 2.6 The supplier shall carry out the deliveries and services in accordance with the technical documents on which the contracts are based. If the supplier wishes to deviate from the specifications, they shall secure the prior written consent of the company, stating the manufacturer, type reference, prices and reasons. Technical documents to be compiled by the supplier are to be submitted on time to the company, so that any amendments deemed necessary can be incorporated.
- 2.7 If mounting, maintenance, inspections, updates etc. are carried out on the site of the company, the site safety guidelines apply to external companies.
- 2.8 The company retains property rights and copyrights to illustrations, drawings, calculations and other documents that form part of or an annex to the contract or are handed over to the supplier during the performance of the respective contract. These documents may not be made accessible to any third party without the explicit written permission of the company. They are to be used exclusively for manufacturing according to the respective contract; after fulfilment of the contract they are to be returned unsolicited to the company. Confidentiality towards third parties must be maintained; in this respect the provisions of clause 13 (business secrets and confidentiality/data privacy) apply.
- 2.9 The company is entitled to change the time and place of the delivery, as well as the type of packaging in exceptional cases, through a written notification with a notice period of at least 14 calendar days before the agreed delivery date. The same applies to changes of product specifications, insofar as these can be implemented within the normal production process of the supplier without significant additional expense, whereby in these cases the notification period is at least 14 calendar days. An agreement is to be made regarding resulting additional or lesser costs before carrying out the respective amendment. If such amendments cause delivery delays that cannot be avoided in normal produc-

tion and business operations of the supplier with reasonable effort, the supplier is obliged to inform the company immediately and to secure their written consent regarding the delivery delay. The supplier shall immediately notify in writing the carefully assessed and expected additional costs or delivery delays, at the latest within five working days after receipt of the notification in accordance with the first line. Otherwise they cannot claim the additional work nor reimbursement of any additional costs.

- 2.10 Deadlines for deliveries or services start running from the order date. The supplier has fulfilled their contractual duties if they have submitted to the company the contractually due or legally or officially mandatory test or origin certificates, operation and user manuals, technical documentation, as well as freight and customs documents in full by the deadline. As soon as the supplier suspects that they cannot fulfil their contractual duties, or not on time, this is to be notified immediately to the company stating the grounds and the envisaged duration of the delay.
- 2.11 If the supplier does not perform within the agreed delivery deadline, the company is entitled to charge a contractual penalty following the default amounting to 0.5% of the agreed total price including VAT for every commenced day of delivery default, at the most however ten percent (10%) of the total price. This also applies if the supplier performs a partial delivery and/or service after the agreed delivery and/or service date and this is accepted by the company. Legal claims and rights beyond this in case of a delivery delay, including the right to the compensation of damage caused by the breach of a duty subject to a contractual penalty, remain unaffected.
- 2.12 The company is entitled to terminate the contract at any time through a written declaration stating grounds, if the ordered deliveries and services can no longer be used in the business operations of the company due to circumstances occurring after contract conclusion. In this case, the partial service performed by the supplier will be paid. The reselling value to a third party is offsettable.
- 2.13 The early or partial performance of the delivery or service is not permitted and requires, unless agreed otherwise, the prior written consent of the company. Any additional costs and risks incurred are borne by the supplier.
- 2.14 The supplier shall point out any import or export restrictions unprompted. If such restrictions affect the object of their delivery or service, they shall obtain any necessary official permits at their expense.
- 2.15 Infeasibility due to force majeure:
- 2.16 “Force majeure” means the occurrence of an event or circumstance that prevents a party from fulfilling one or more of their contractual duties, if and insofar as the party affected by the obstruction proves that:
- 2.17 (a) this obstruction is outside of their reasonable control; and (b) it was not reasonably foreseeable at the time of concluding the contract; and (c) the consequences of the obstruction could not reasonably have been avoided or overcome by the affected party.
- 2.18 Until proof of the contrary, it is assumed for the following events affecting a party that they fulfil the conditions under paragraph 2.15.1 lit. (a) and lit. (b) of this clause: (i) war (declared or not declared), hostilities, attack, actions by foreign enemies, significant military mobilisation; (ii) civil war, unrest, rebellion and revolution, military or other seizure of power, uprising, terror act, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) legitimate or illegitimate official acts, following of laws or government decrees, expropriation, confiscation of works, requisition (i.e. seizure of civil material goods for military purposes), nationalisation; (v), epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, lengthy interruption to means of transport, telecommunication, information systems or energy; (vii) general work unrest such as boycott, strike and lockout, slowdown strike, occupation of factories and buildings.
- 2.19 A party with successful recourse to this clause is freed from their duty to perform their contractual duties and from any damage compensation duty or any other contractual legal redress from the point in time at which the obstruction renders their service performance impossible, insofar as this is notified immediately. If the notification is not immediate, the release from duties is only applicable from the point in time that the notification reaches the other party. If the effect of the claimed hindrance or event is temporary, the consequences above only apply for as long as the claimed hindrance obstructs contract performance by the affected party. If the consequence of the claimed hindrance is that what the contracting parties justifiably expect in relation to the contract is significantly curtailed, each party has the right to terminate the contract by informing the other party with an appropriate notice. Unless agreed otherwise, the parties agree explicitly that the contract can be terminated by either party if the duration of the obstruction exceeds 120 days.

## 3. Payment terms

- 3.1 Unless set out otherwise in individual agreements, the prices stated in the contract are fixed prices and are binding for the duration of the contract.
- 3.2 The delivery terms are agreed as “DDP headquarters of Pfeifer Holz GmbH & Co KG” (Incoterms 2020), unless stated otherwise in an individual agreement.

- 3.3 Unless stated otherwise in individual agreements, payments are to be made within 14 days with the deduction of a 3% discount or within 30 days without a deduction. The deadlines commence from the receipt of the correct invoice from the supplier, but not before the performance of the service or delivery and the provision of the documents stated in clause 2.10. The receipt of the transfer order by the company's bank is sufficient for the timeliness of the due payment.
- 3.4 Payment does not represent an acknowledgement of the conditions and prices of the supplier. The date of payment has no influence on the warranty of the supplier or other rights pertaining to defects.
- 3.5 If the company is in default with the payment of the remuneration, the supplier is entitled to default interest amounting to 5% p.a. from the due date. The applicability of § 456 UGB (Commercial Code) is excluded in this case.

#### 4. Invoicing

- 4.1 Invoices may not be enclosed with the goods/delivery.
- 4.2 The invoice is to be sent to the company in a legally appropriate form after complete performance of the service, stating all the order details (order number, project number, order reference, contact person at the company), as well as the VAT number. Invoices that do not correspond to these conditions, especially regarding the order references, can be rejected. The supplier shall set out the invoice in a clear and verifiable form and comply with the order of the items and the references in the contract documents.
- 4.3 Invoices are to be made out solely to the invoice address stated in the contract.
- 4.4 Payment deadlines start from the specified date, at the earliest from receipt of the delivery and invoice. If the goods and invoice receipt do not coincide, the payment deadline only starts from when both the goods and the invoice have been received.
- 4.5 The invoice will only be paid if it contains all parts specified by the applicable legal regulations as a proper tax and order invoice and it is sent either by post to the invoice address of the company or electronically to the invoice e-mail address of the respective plant. The addresses, terms and information regarding digital invoicing are available on the company website: <https://www.pfeifergroup.com/de/service/wissenswertes/einkaufsbedingungen/>
- Any consequences of non-compliance with this obligation are borne by the supplier.
- 4.6 After the performance of the service, the company pays the invoice within the deadline stated in clause 3.3, unless agreed otherwise in writing. At the same time, the invoice must state the order number or a reference to another document on the basis of which the contractual relationship came into effect (point 4.2).
- 4.7 The price stated on the invoice must be in the same currency as in the contract.

#### 5. Warranty/liability

- 5.1 The supplier is liable for their products corresponding to the respective latest technology, applicable regulations and official directives, as well as for having unrestricted suitability for the intended usage purpose. The supplier shall ensure proper quality assurance and careful outgoing product inspections, providing proof on request. The supplier has responsibility to familiarise themselves with legal regulations and official directives if it is known that the place of usage is abroad.
- 5.2 The company is not subject to a duty of inspection and objection regarding the deliverable. §§ 377, 378 UGB (Austrian Commercial Code) are explicitly waived.
- 5.3 The company is entitled in full to the legal warranty claims; in all cases, the company is entitled to demand from the supplier as they deem appropriate either a remediation of defects, a price reduction, the delivery of a replacement or withdrawal from the contract in case of default. The right to damage compensation, in particular to damage compensation (clause 5.4) alongside performance, remains explicitly reserved. The expenses to be borne by the supplier due to defects also include those for the purpose of identifying defect causes and consequences, as well as the purpose of defect remediation or replacement delivery. If the supplier does not meet the demand of the company for fulfilment, remediation or replacement even within an appropriate defect remediation deadline set by the company, or declines this, the company is entitled to have the defect remedied themselves or by a third party at the expense of the supplier or to acquire the deliverable elsewhere. The company has the same right in urgent cases, in particular to avert acute danger or avoid major damage. The supplier shall provide the required documents (plans, drawings etc.) and data for this purpose. The company is entitled in this case to provide the third party appointed for fulfilment or replacement with all the information and documents required to manufacture a faultless deliverable as quickly as possible. There is no deviating confidentiality agreement opposing this.
- 5.4 The remediation of the defect does not invalidate the right of the company
- 5.5 to compensation for the damage caused to them by the defective service. The supplier is obliged to the company to compensate for the damage caused by the breach of the duty to perform a faultless service, including the damage following an operational interruption, a reduction of the usage properties of the

delivery (goods) and other similar damages.

- 5.6 Unless a mandatory longer warranty period applies in individual cases due to the law, the liability period for all warranty claims is 36 months, calculated from the acceptance of the delivery or service. The liability period is extended by the time period for which the deliverable is not available for proper use due to material defects for which there is a liability obligation. For replaced or remedied parts of the deliverable, the liability period stated in this paragraph starts to run anew.
- 5.7 The supplier shall conclude at their expense adequate insurance in accordance with clause 6 for damages caused by themselves, their personnel or their agents through services performed or works or items delivered.
- 5.8 To determine the extent of the compensable damage caused by the breach of duties by the supplier pertaining to the contract subject to these terms of business, the supplier is liable for all damages caused to the company, customers or other persons in connection with the breach of their contractual duties, including the damage that goes beyond the damage that the supplier could have foreseen as a possible consequence of such a breach, including the cases that are not listed in the events of force majeure (clause 2.15) and which the supplier is therefore obliged to overcome. The supplier shall compensate the company for damages, especially including all sums incurred to the company in connection with the infringement of contractual duties by the supplier, the costs of proceedings that the company files in connection with the contract breach, as well as all costs in connection with the delivery and goods defects. The supplier is obliged to compensate in full the damage to the company within 30 days from the date of receipt of a written request from the company.

#### 5.9 Insofar as the supplier is liable for a defect or the cause

- 5.10 of a defect to the company product, or if the cause of damage incurred to the company by a product defect is attributable to the supplier, the supplier is obliged to indemnify the company regarding damage compensation or remediation claims by third parties at the first request. In this regard, the supplier must also reimburse any expenses incurred to the company resulting from or in connection with a warning or recall action that is carried out; the company shall inform the supplier about the content and scope of such actions in advance as far as reasonably possible and provide them with an opportunity to state their case.
- 5.11 Upon first request, the supplier shall assign to the company
- 5.12 their claims against their subsuppliers or manufacturers
- 5.13 /subcontractors free of charge, insofar as there are no damage compensation claims on the part of the company against the supplier.

#### 6. Insurance

- 6.1 The supplier is obliged to conclude a business liability insurance with a coverage sum of at least double the order value, in any case at least €2,000,000.00 (two million euros) per personal/material damage and to provide an insurance confirmation on request; if the company is entitled to damage compensation claims beyond this sum then these remain unaffected.
- 6.2 The conclusion of a special assembly insurance alongside the liability insurance is to be specified in individual cases between the company and the supplier.

#### 7. Packaging

- 7.1 The supplier bears the packaging costs. Upon request by the company, the supplier shall dispose of the packaging material at their own expense after completing the delivery.
- 7.2 The supplier is obliged to package, secure and otherwise prepare the delivery for transport at their expense. If the type of manner of packaging and securing of the contractual goods for transport is not explicitly specified, the supplier is obliged to package or secure the delivery for transport so that no damage or reduction of value can occur during transport, including loading and unloading. When packing and securing for transport, the supplier is obliged to take account of any instructions by the company and of the following conditions.
- 7.3 The packaging must enable the safe storage of the supplied items without any quality compromise. The packaging must state in an easily visible place instructions for safe handling, especially the labelling of transport packaging, identification references for reusable packaging, as well as the labelling regarding the manufacturing, use and other handling of the deliverable required by legal regulations, e.g. those regulating hazardous and toxic substances. The delivery slip must be affixed in an easily visible and accessible place. The delivery slip must include the supplier and company details, the delivery address according to the order, the order number, details of the quantity and package contents, in accordance with the references and order stated in the contract.
- 7.4 The packaging must include the gross weight and the dimensions of the packaging, indicated by a label, a colour or another clear and readable means. A delivery without fulfilment of the requirements for packaging and labelling set out in the conditions of purchase is considered defective. The supplier declares that they fulfil the legal obligations applicable in Austria regarding packaging, especially the Packaging Ordinance 2014 (VVO BGBl. II No. 184/2014) in its current version.



## 8. Industrial property rights and intellectual property rights

- 8.1 The supplier is liable for the patents, licences or property rights of third parties not being infringed by the supply and use of the deliverables. The supplier bears any licence fees.
- 8.2 The supplier is obliged to indemnify the company against all claims that third parties make against the company because of the contravention of industrial property rights stated in this clause and to reimburse all necessary costs and any damages in connection with these claims.
- 8.3 The statute of limitations for these claims is 10 years, starting with the conclusion of the respective contract. These claims are independent of the culpability of the supplier.
- 8.4 The supplier is obliged not to publish, make accessible to third parties or use in the interests of a third party any documentation (especially that was developed by the supplier for the purpose of contract fulfilment) whose development the company was involved in, financed or co-financed. This documentation or software may be used by the supplier exclusively for contract fulfilment. After contract fulfilment or its termination on whatever grounds, the supplier is obliged to hand over the documentation or the software source code to the company free of charge, to transfer the property rights to the company and to destroy any copies (including copies of data) made for the purpose of contract fulfilment.
- 8.5 The supplier declares that all performance components to which industrial or other intellectual property rights apply are accorded to the company from the day of handover. The rights due to the company according to the aforementioned sentence comprise the sole, unrestricted right to use in the widest possible sense, in accordance with the applicable legal regulations for the respective type of industrial or intellectual property. The right to use these items is not limited in time or territory, it is assigned as a gratuitous and assignable right with sublicense rights and without the consent of the originator or owner of the industrial or intellectual property. Every remuneration for the granting of these rights is included in the contractually agreed price.

## 9. Resources/objects

- 9.1 If the company assumed partial costs for the manufacturing of items by the supplier, joint ownership of these is acquired in accordance with the cost ratio. The transfer to the company is replaced by the storage obligation and the provision of the manufacturing means to the supplier for carrying out the orders for the company. If the supplier no longer manufactures the parts, or not to the necessary extent, for reasons for which the company is not responsible, the objects are transferred to the sole ownership of the company in return for compensation to be negotiated and are to be handed over. In this case, the supplier is obliged to carefully store the resources at their own expense until collection by the company. In case of the partial or full provision of resources by the company, the latter retains ownership of these and can request their return any time free of charge without stating grounds. Resources provided by the company may only be used by the supplier for the manufacturing or processing of goods ordered by the company.
- 9.2 All resources such as tools, films, print templates etc. that were made by the supplier for the performance of the contract are transferred to the sole ownership of the company at the latest upon payment, even if they are still held by the supplier. These items are to be handed over to the company on request.

## 10. Retention of title/assignment

- 10.1 The proprietary rights to the goods and supplies are transferred from the supplier to the company through handover, delivery or payment (even if the goods are still held by the supplier), depending which of these occurs earliest. The risk of damage to the goods and deliveries is transferred from the supplier to the company at the time of handover (actual physical seizing of ownership).
- 10.2 If production parts are provided to the supplier, the company retains ownership thereof. Processing or restructuring by the supplier is at their expense. If the reserved goods are processed together with other objects not owned by the company, the company acquires shared ownership of the new object to the ratio of the value of the object contributed by the company to the other processed objects at the time of processing.
- 10.3 The supplier is not entitled to assign claims from the business relationship in full or in part to third parties, unless the assignment follows the written consent of the company.

## 11. Extraordinary right to contract dissolution

If insolvency proceedings or similar proceedings are opened against the supplier or the assets of a non-Austrian supplier in accordance with a foreign legal mandate, or if such a procedure is not opened due to a lack of assets, or in comparable cases according to the applicable law, the company is entitled to dissolve the contract without notice insofar as legally permissible.

## 12. Quality assurance/quality

- 12.1 The deliveries or services must be carried out in accordance with all legal regulations, technical requirements and applicable technical and safety norms pertaining to the object of the contract, complying with both mandatory and

recommended norms. Material and immaterial items that are part of the deliverables may not be burdened by defects of title such as rights of lien.

- 12.2 The supplier will ensure quality assurance and compliance with other management processes, depending on the type and scope of the delivery or service, in accordance with the latest technology as well as legal and other requirements. The supplier is obliged to prove this fact at the request of the company or to enable the company to carry out a quality inspection or checking of the management system. If required, the supplier shall conclude a respective agreement with the company regarding quality assurance and associated processes.
- 12.3 Supplied products, components and parts used for their manufacture must be new, unused, undamaged and made of quality materials. If these are made based on templates, designs or drawings, they must correspond fully to these templates, designs or drawings.
- 12.4 The supplier is obliged to inform the company at the latest at the time of handover of the delivery of the country of origin of the materials or parts used.
- 12.5 The supplier is obliged for the duration of the liability period to maintain a management system at least of the same scope and quality that it was at the time of contract conclusion with the company.

## 13. Business secrets and confidentiality/data privacy

- 13.1 All information provided by the company to the supplier, as well as the contractual relationship itself, are considered as confidential and as business secrets. The supplier is obliged to maintain strict confidentiality regarding all documents and information received from the company for the purpose of performing the contract. Passing on to third parties is not permitted. An exception to this is a legal disclosure mandate for the supplier and in such a case the supplier shall inform the company immediately in advance, insofar as legally admissible. If information is to be passed on from the supplier to their subcontractors, it requires explicit prior written approval. The supplier is liable to the company for all damages and compromises arising from a transgression of this regulation. The supplier shall maintain the strictest confidentiality towards third parties regarding all documents and information (also given verbally) relating to the business operations of the company. The duty of confidentiality expires when and insofar as the manufacturing knowledge provided in the drawings, designs, descriptions and other documents has become general knowledge. The supplier shall ensure that this duty of confidentiality is also complied with by their employees and other fulfilment and vicarious agents. This duty of confidentiality also continues after termination of the contractual relationship.
- 13.2 The supplier warrants that all personal data pertaining to the contractual relationship is processed in accordance with applicable data privacy regulations. The company as the controller shall use the personal data stated in the respective contract (order) in line with the directive of the European Parliament and the Council (EU) No. 2016/679 (GDPR), to the extent necessary for the due fulfilment of the obligations, as well as for the necessary protection of the rights of the company pertaining to concluded contracts, in accordance with the standards implemented in the company, in order to fulfil the conditions set out in the GDPR.

## 14. Final provisions

- 14.1 Unless specified otherwise in the contract, the place of performance for all deliveries or supplies by the supplier is the delivery address (clause 3.2) and for payments by the supplier it is the headquarters of the company in A-6460 Imst, Fabrikstraße 54 or the site in A-6250 Kundl, Luna 88.
- 14.2 These conditions of purchase are valid and take effect from the first order or the conclusion of the contract between the contracting parties.
- The text for the conditions of purchase of the order is available at [www.pfeifer-group.com/de/service/wissenswertes/einkaufsbedingungen/](http://www.pfeifer-group.com/de/service/wissenswertes/einkaufsbedingungen/).
- 14.3 The place of jurisdiction for any disputes arising from or in connection with the contract is the place of business of the company. The company is also entitled to file a suit against the supplier at another court, whose responsibility is determined according to their place of business or abode.
- 14.4 Austrian law applies to all contractual relations and associated legal matters, under exclusion of the UN Convention on Contracts for the International Sale of Goods and conflict of laws.
- 14.5 The contract is binding for the legal successors to both contracting parties. The contracting parties are only bound to commercial practices that they agree on in writing.
- 14.6 If individual clauses of these conditions of purchase are or become invalid or unenforceable in full or in part, it does not affect the validity of the remaining terms. An invalid provision shall be replaced by a provision that comes the closest to the economic purpose of the parties.
- 14.7 These General Terms and Conditions of Purchase are available in different language versions, whereby in case of contradictions or differences in interpretation, the German language version is decisive for the interpretation.