

Unless expressly agreed otherwise (in writing), our undermentioned conditions of purchase apply exclusively:

Conditions of purchase

The undermentioned conditions of purchase apply exclusively to all our contracts and orders, including in the case where the supplier makes no reference to them in its order confirmation or where we have not expressly agreed in writing to its own conditions of sale and delivery. The execution of our contracts and orders by the supplier is deemed to be recognition of our conditions of purchase.

ORDER ACCEPTANCE:

The acceptance of the order (order confirmation) by the supplier must be confirmed in writing at the latest within 8 days reckoned from the order date (receipt of order by supplier). As long as written order confirmation is not received by us, we are entitled to cancel the order cost-free and without stating reasons. Deviations from the order in the supplier's order confirmation must be expressly pointed out.

PRICES:

The order prices are fixed prices excluding VAT.
The pricing must be carried out in euros.

DELIVERY DATE AND DELAY:

Subsequent price and quantity changes are only acknowledged if they have been expressly confirmed by us in writing. The orders placed by us, insofar as definite delivery dates have been agreed, are firm deals within the meaning of the commercial code.

The agreed delivery dates are binding and must be complied with unconditionally; early deliveries are permitted solely by agreement. Parts deliveries are inadmissible, inasmuch as they have not been expressly agreed. In the case of a delay in delivery, we reserve the right - without prejudice to the rights available to us by law - to withdraw from the contract, and without granting a respite. In any case, as soon as the supplier recognises that it will probably not be able to make a delivery on time or will be able to do so only in part, the supplier must notify this without delay indicating the reasons and the expected duration of the delay.

The supplier will fully indemnify us and keep us free from actions for any damages arising from a delay in delivery.

Irrespective of it being at fault, the supplier must, in the event of failure to meet the delivery date for the whole or a part of the delivery, pay to us a penalty of one percent for each commenced

week in which the deadline fails to be met, but at most ten percent of the total price. If we use our right to withdraw on account of delayed delivery, or if the supplier is no longer in a position fully to meet the contractual obligations, ten percent of the total price is in any case to be paid as a penalty.

Damages over and above the penalty must also be compensated for by the supplier irrespective of it being at fault. The supplier is also liable for its helpers and suppliers.

Following withdraw from the contract on account of delayed delivery, advance payments made by us to the supplier must be surrendered to us immediately at the supplier's expense and risk.

DELIVERY INSTRUCTIONS:

The supplier is liable for all consequences arising from incorrect declaration, tariff regulations and deficient packaging. Dispatches involving cash on delivery, cash advances etc. will not be accepted by us in principle.

FOREIGN CONSIGNMENTS:

These are to be dispatched direct to Frankenburg at the supplier's cost!

Additional costs arising from indirect dispatch in groupage traffic, such as transshipment, handling of delivery notes, house inspection charges, are to be borne by the supplier. The supplier must furnish a valid proof of preference, such as a movement certificate, a certificate of origin, as well as documents and suchlike. In the event of failure to comply with this proof of preference, all risks, damages and costs resulting therefrom are to the detriment of the supplier and the due date of the invoice is accordingly put back until presentation of the missing documents. We will bear transport insurance costs only if this has been expressly agreed in writing.

PACKAGING:

This is not paid separately. If the return thereof is required, this is to be agreed separately in writing.

Upon request from us, the packaging is to be taken back by the supplier at its cost.

TAKING DELIVERY:

Taking delivery of the goods does not yet give effect to transfer of risk and confirmation of freedom from defects. The inspection as to quantity, quality, more precisely dimensional accuracy and condition, takes place in our works.

Confirmations of taking delivery of goods or invoices already paid do not signify conclusive acknowledgement of a delivery in due order.

Times for taking delivery in our works are:

Monday - Thursday: 7.00 – 14.30 hours

Friday: 7.00 – 11.00 hours

WARRANTY:

The supplier provides a full warranty for a period of two (2) years for complete freedom from defects of the goods supplied, especially for fault-free material, faultless design and workmanship. In the case of any kind of defect, we are entitled, at our option, to demand correction, replacement, price reduction, conversion and compensation, also successively and cumulatively. If the supplier is not prepared or not in a position to carry out a correction within a reasonable period, we can carry out the correction ourselves or arrange for the same to be carried out by a third party at the supplier's expense.

The warranty obligations entered into are not affected in any way by our payment, whether it is part payment or final payment; a payment already made is not deemed to be confirmation of final acceptance, especially not confirmation of freedom from defects. Our right of complaint is therefore maintained in its entirety.

NOTICE OF DEFECTS:

We are entitled, with legal effect, to notify obvious defects within four weeks of receipt of the goods.

In the case of concealed defects which are not ascertained until the goods have been used in the intended manner and which have been notified by us within four weeks of being ascertained, the supplier is also liable after the lapse of the warranty period for the defects and the damages resulting therefrom. The warranty commences afresh after removal of the defects.

PAYMENT:

Assuming delivery of the goods or service has been duly executed, including required documentation and verification of correctness of the invoice, and insofar as not agreed otherwise at our option, this takes place:

within 14 days – 3 % discount
within 60 days net cash

from date of receipt of invoice and receipt of goods at the firm Framag.

The assignment of accounts receivable arising from deliveries and services to us requires our prior agreement.

WORKING DRAWINGS:

Plans, sketches and other technical documents such as brochures, catalogues, samples and suchlike remain our intellectual property. Any use, especially handing-over, duplication and publication, requires our express written consent.

PROTECTIVE RIGHT:

In accepting the order, the supplier expressly declares that it will fully indemnify us and keep us free from actions with respect to third parties for the infringement of existing protective rights, patents etc. by it or persons assigned to it.

Any subcontractors, except in the case of standard parts, must be notified in writing and approved by us in writing.

CHECKS:

We reserve the right for ourselves, the end consumer and/or our and its inspection agencies to carry out deadline checks and technical intermediate and final inspections (including packaging checks) in the offices, production shops and warehouses of the supplier and its subcontractors at any time during the design, planning, manufacture and delivery preparation, as well as to reject incorrect documentation and defective material. These checks and inspections do not release the supplier from its responsibility and its obligations.

RETENTION OF TITLE:

Retention of title of any kind whatsoever on the part of the supplier is not recognised by us and is deemed not to be agreed to.

DIVERGING CONDITIONS:

Diverging or supplementary conditions are only binding on us if we have expressly counter-confirmed them in writing; even in that case, they apply solely to the specifically agreed transaction.

If one or more provisions of these conditions of purchase are ineffective, the validity of the remaining conditions is not thereby affected. In this case, a supplement must instead be made that is orientated towards the General Principles of Law and the effectively declared intention of the parties.

New and amended statutory provisions as well as the discontinuation and emergence of economic or political business principles entitle us to amend these conditions of purchase with notification in writing.

GENERAL:

Queries should be sent solely to our address. Our full order number should be stated in all documents concerning the order in question, such as delivery notes, consignment notes, invoices, correspondence, faxes, etc.

PLACE THE PERFORMANCE; PLACE OF JURISDICTION; CONVENTION:

The place the performance is in all cases our works in Frankenburg. The sole place of jurisdiction for disputes arising from our orders and contracts is the court with functional competence in Frankenburg. The laws of Austria shall govern exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is precluded.

RENDERING OF ACCOUNTS:

Accounts for a goods delivery which the supplier arbitrarily carries out prematurely will not become due for payment until that the delivery week stipulated by us.

Accounts must be rendered immediately after delivery of the goods. Accounts which are not rendered in compliance with our requirements will be returned by us unprocessed. In this case, accounts will be deemed not to have been rendered until they have been received again. Accounts as well as order confirmations must not in principle be enclosed with dispatches, but should be sent to us by separate post. Excluded from this are copies of trading invoices in the case of foreign shipments. If the supplier uses a third party to perform its obligations, whether the latter performs the agreed service as a subcontractor or in its own name and on its own account on behalf of the supplier (subcontractor), the supplier acknowledges that our payment to the subcontractor in respect of the contract concluded with the supplier is made with debt-discharging effect.

The supplier's account or invoice must contain the following information:

name of supplier and its address

date and number of order

date and number of order confirmation

Delivery of goods will be accepted only if the dispatch papers and the invoice, if issued at the same time, contain the aforementioned information.

All costs, charges and expenses arising from non-compliance that this requirement will be borne by the supplier.

WITHHOLDING RIGHT:

In the case of justified complaints, we are entitled to withhold the full or double the amount corresponding to the cost of redress.

PRODUCT LIABILITY:

All claims for redress that are directed against us by the customer or a third party under the heading of "product liability" [Product Liability Law] are precluded, unless the party entitled to redress demonstrates that the fault has been caused and is at least due to gross negligence in our sphere.

DATA PROTECTION:

1. Data protection by framag.

Personal data of the Buyer or its staff members concerned is processed by framag on the basis of the Buyer's freely given consent (e.g. for particular categories of personal data), the existing contractual relationship and statutory provisions in order to perform the contract.

There is no obligation to give consent (e.g. for particular categories of personal data) or to conclude a contract. However, if consent is not given or a contract is not concluded, it will not be possible to accept the order.

Further processing of the data by framag that is compatible with the performance of the contract takes place for the purpose of direct marketing in forms for which consent is not required, such as the sending of addressed postal advertising.

Data will only be further processed for direct marketing in forms for which consent is required, such as the electronic sending of advertising or the placement of personalised advertisements, on the basis of an additional freely given consent of the Buyer. There is no obligation to give consent. If consent is not given, this will only result in the Buyer not receiving advertising in forms for which consent is required.

All the data is subject to the agreed or statutory obligation to maintain confidentiality and to protect personal data. With the exception of disclosure to typical commercial recipients such as banks, tax consultants, lawyers, shipping providers, etc., the Buyer's data is only shared on the basis of a statutory provision or with the Buyer's agreement.

The Buyer consents to the global processing of its data, in particular for the purpose of remote access by framag for contractual processing, e.g. in emergencies while business travel.

The Buyer's data is stored for up to a maximum of thirty years after the completion of the orders for the purpose of documentation and the fulfilment of legal obligations.

The Buyer has the right to withdraw its consent at any time. If consent was given in writing, it can only be withdrawn in writing; if consent to receive electronic advertising was given, it can also be withdrawn by clicking on the unsubscribe link where applicable. In this case, the processing will cease where there is no other legal basis. The lawfulness of the data processed up until the withdrawal of consent is not affected by its withdrawal.

The Buyer has the right to object to the processing of its personal data for direct advertising. If you withdraw your consent, your personal data will no longer be used for direct advertising.

2. Data protection by the Buyer.

Personal data of framag or its staff members concerned is processed by the Buyer on the basis of an existing contractual relationship and statutory provisions in order to perform the contract.

There is no obligation to conclude a contract. However, if a contract is not concluded, this would result in it not being possible to place the order.

Further processing of the data by the Buyer for other purposes is not permitted.

All the data is subject to the agreed or statutory obligation to maintain confidentiality and to protect personal data. With the exception of disclosure to recipients required for the performance of the contract such as banks, tax consultants, lawyers, shipping providers, etc., the sharing of data of framag is only permitted on the basis of a statutory provision or with the consent of framag.

The Buyer is entitled to store the data of framag for up to a maximum of thirty years after the completion of the orders for the purpose of documentation and the fulfilment of legal obligations.

3. Rights of data subjects.

framag and the Buyer or their staff members concerned have the right of access to their personal data, to its rectification and erasure, the right to restrict processing, the right to data portability and the right to lodge a complaint with the supervisory authority (Austrian Data Protection Authority, Wickenburggasse 8, 1080 Vienna, tel.: +43 1 531 15 - 202525, email: dsb@dsb.gv.at).