

# General Terms and Conditions of Purchasing

of Greiner Extrusion Group GmbH (issued May 2017)

## 1. General issues

These Terms and Conditions of Purchasing apply to all contracts concluded by us, in particular orders, contracts, purchase contracts, contracts for work and labour, however they may be named in the individual case.

When the term "Contractor" is used below this shall mean the contractual partner assigned by us in particular for a delivery, work performance or service.

## 2. Contract foundations

The content of the contract is primarily determined by the regulations negotiated in detail between the contractual partners. Unless such agreements were not made or individual provisions are not considered in an agreement these Terms and Conditions of Purchasing shall exclusively apply as content of the contract. We shall not accept Contractor's terms and conditions of business in deviation thereof, even if we did not expressly object to them.

These Terms and Conditions of Purchasing shall also apply to follow-up orders without the need of specific notification by us.

## 3. General formal requirements

Orders are legally binding to us only if they are made in writing. The requirement of the written form shall also be met if the order is made via fax or e-mail.

Declarations with legal significance may generally be transmitted electronically between the contractual partners. Our order data according to the purchase order shall be mentioned in all documents concerning the order. The name of the ordering party shall be listed in the event of informal orders (without order number).

## 4. Order confirmation

Our order shall be confirmed with binding effect within two working days, stating price, quantity and delivery time as well as the customs tariff number and the country of origin.

The obligation to obtain a permit regarding the delivered item for goods of the currently applicable dual use EU regulation shall be indicated in the order confirmation, if applicable.

If the order confirmation should deviate from the order, the Contractor shall clearly indicate this and point out the particular deviations. In the event of a deviation between order confirmation and our order we reserve the right to withdraw from the contract.

The order shall be deemed to be accepted if the Contractor does not contradict to it within 14 days after its receipt, however not later than at the time of delivery.

## 5. Prices

Offers addressed to us shall be free of charge, irrespective of the necessary preparatory work.

Unless otherwise agreed in an individual contract, the prices shall be fixed net prices, plus statutory VAT, free to the agreed destination, including packaging and freight costs. Reservations with respect to price increases shall be applicable only with our approval in writing.

## 6. Delivery

Unless otherwise agreed, deliveries shall be made according to Incoterms 2010. If nothing in deviation is specified in the order in the individual case, deliveries shall be made according to Incoterm-Code "DAP – Delivered At Place". The Contractor shall provide for appropriate packaging and shall bear the associated costs.

The delivery or service shall be handed over at the agreed date at the indicated receiving centre.

## 7. Formal requirements for the delivery documentation

For the purpose of smooth receipt the Contractor shall attach to each consignment a delivery note stating our order number, order item number, quantity and quantity unit, our material number and the exact designation of each item delivered. Furthermore, depending on the item the customs tariff number and the country of origin shall be stated.

In the event of failure to indicate this data required for the acceptance of delivery in the delivery note, or in the event of non-availability of the delivery note we shall be entitled to return the delivery at the Contractor's cost and risk.

## 8. Delivery dates and delivery periods

The receipt of the goods at the specified receiving centre shall be relevant for compliance with the time or period of delivery. If the transport is organized by us according agreed Incoterm the Contractor shall provide the goods in due time in consideration of loading and dispatch.

If deliveries are made before the agreed time we reserve the right to charge resulting additional costs (e.g. storage costs) to the Contractor.

Force majeure, riots, administrative measures or other inevitable events release us from the performance obligations for the duration of the disruption and the extent of their effect.

## 9. Default

In the event of the Contractor's default in performance the statutory provisions shall apply.

If the Contractor is able to realise prior to the agreed time that a delivery (in whole or in part) will not take place in due time he shall immediately inform us and state the reasons and the expected time of the delay in writing.

Penalties for non-performance shall be agreed separately.

## 10. Reservation of title

We do not accept any extended reservation of the Contractor's title. We acknowledge an ordinary reservation of title only to the extent as we are allowed to sell, process or mix the delivered objects in the scope of ordinary business activities.

## 11. Formal requirements for invoices

An invoice shall include our order and material number as well as the Contractor's delivery note number. If the Contractor is required to provide material tests, test reports, quality documentation or other documents the completeness of delivery and service shall also require our receipt of such documents.

The Contractor shall notify the customs tariff number and the country of origin not later than at the time of invoicing. In this case also the obligation to obtain a permit regarding the delivered item for goods of the currently applicable dual use EU regulation shall be indicated.

## 12. Payment

**12.1** Unless otherwise agreed in an individual contract payment will be made after receipt of goods according to the contract and/or complete rendering of the service and receipt of the correct and verifiable invoice after 30 days minus 3 % discount, or 60 days net cash by payment with bank transfer.

The presentation of incorrect or incomplete invoices shall not establish the payment period. We shall be free in the choice of the instruments of payment.

**12.2** Cash discount deductions shall also be permitted if we retain payments to a reasonable amount due to defects; the payment period shall start after complete correction of the defects. Payments shall not constitute an acknowledgement that the deliveries and services have been performed according to the contract.

**12.3** Consequences of default shall be effective only if we do not pay in response to a reminder of the Contractor which is received after payment has become due.

**12.4** The Contractor shall not be entitled to assign his claims towards us to third parties, to pledge them or make them subject of transactions without our prior approval. The Contractor shall not be entitled to set-off.

## 13. Warranty

**13.1** We shall be entitled to the statutory warranty claims without restriction. The warranty term shall start by acceptance of the delivered object at the agreed place of destination. The warranty term for hidden defects shall start as of their identification and information of the Contractor. The Contractor shall waive in any case the objection of delayed notification of defects.

**13.2** The Contractor shall bear all costs for return of the defective parts. We shall be entitled in any case to demand compensation of all direct costs of repair. Our examination costs shall be reimbursed if the examination revealed any defects.

**13.3** Provided that we insist on repair or exchange we shall be entitled to retain the total payment until complete fulfilment of the owed delivery/service.

#### **14. Property rights**

The Contractor shall indemnify and hold us harmless against all disputes resulting from deliveries and services under patent law, copyright, trademark law and protection of utility models and shall ensure unlimited use of the delivered goods. Notwithstanding other obligations, the Contractor shall indemnify and hold us harmless against claims under product liability of third parties with respect to the products delivered. In any case the Contractor shall be obligated to reimburse all costs accruing to us from the defence of a claim or from an indemnification.

#### **15. Safety regulations**

Plants constructed or products delivered by the Contractor shall meet the required health and safety regulations in the recipient country.

Appropriate EC Declarations of Conformity or Declarations of Incorporation shall be provided with operating instructions as well as installation instructions, mounting instructions or product data sheets, if applicable. The current state and the rules of technology shall always be observed.

#### **16. Hazard goods**

For orders concerning hazard goods the Contractor is required to advise not later than in the order confirmation that the goods are hazard goods and to meet the applicable provisions regarding packaging and transport of hazard goods.

#### **17. Secrecy**

**17.1** The Contractor commits to keep confidential all drawings, samples and other information handed over by us in connection with the order we placed, and to disclose them only to the persons directly necessary to render the service. Furthermore, systemic and organisational measures shall be taken to prevent unauthorised persons from taking note of the confidential information.

**17.2** The obligation of secrecy shall also apply to the Contractor's possible sub-suppliers and shall continue from the phase of order initiation beyond a termination of the business relationship, unless the confidential information has become accessible to the public. The Contractor shall bear the burden of proof.

**17.3** For each individual case of breach of his obligation to secrecy the Contractor commits to pay a contractual penalty to the triple amount of the demonstrated damage.

**17.4** Each party assures to the other party that it will properly meet all applicable laws concerning data protection.

#### **18. Manufacturing documents**

Samples, models, drawings, printing plates and other devices provided to the Contractor for fulfilment of his contractual obligations shall remain our material and intellectual property which shall be at our free disposal. These devices may be used only to execute our orders and must not be made accessible or given to external third parties without our approval. They shall be returned upon our request free of charge after execution of the order.

#### **19. Provision of material**

Material provided by us shall remain our property, shall be identified as such and shall be stored at a separate place. The Contractor shall immediately notify possible defects of the material. The Contractor may process defective material only according to our instructions. The Contractor shall be liable for proper treatment of the materials handed over to him for processing or finishing. If the material provided by us will become unusable due to the Contractor's fault or negligence we will replace this waste for the Contractor at extra cost.

#### **20. Technical modifications and pre-produced quantities**

We reserve the right to modify drawings at any time. We shall not be required to accept any quantities pre-produced by the Contractor beyond the volume ordered.

#### **21. Contractor's insolvency**

The Contractor is obligated to immediately inform us in the event of commencement of insolvency proceedings (bankruptcy, settlement or similar) as well as in the event of rejection of an application for bankruptcy due to lack of assets to cover the costs, and to take all measures necessary and helpful for claiming the rights for segregation towards us.

If an interim administrator is appointed, or if a petition is filed for insolvency proceedings, or if insolvency proceedings are opened regarding the Contractor's assets we shall be entitled to withdraw from the contract in whole or in part or to cancel the contract.

#### **22. Compliance**

The Contractor commits at any time during this agreement to comply with the Greiner Code of Conduct in its current version ([www.greiner.at](http://www.greiner.at)) and all applicable laws and regulations, in particular the US-American Foreign Corrupt Practices Act of 1977 (in the current version), as well as the applicable antitrust laws, competition law and anti-corruption law. Neither the Contractor nor the persons acting on his behalf, in particular officers, employees or representatives shall make or offer directly or indirectly illegal payments or gifts to third parties, including their employees, officers or office-holders, representatives of a public agency or authority or a political party or its candidates. The supplier commits that his sub-suppliers meet at least comparable principles as such of the Greiner Code of Conduct. Greiner Extrusion Group GmbH reserves the right to inspect the supplier with respect to compliance with the provisions of this agreement and all applicable laws and regulations, including the Greiner Code of Conduct, during the business hours after prior announcement in writing. In the event of non-compliance Greiner Extrusion Group GmbH reserves the right to terminate this agreement at any time and with immediate effect by written notification to the supplier.

#### **23. Applicable law / place of jurisdiction**

The law of Austria shall apply to this Contract to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Disputes of Greiner Extrusion Group GmbH shall be settled by the responsible court in Steyr, Austria.

However, independent thereof we shall be entitled to sue the Contractor at the responsible ordinary court at the place of the Contractor's domicile, place of business or residence.

#### **24. Severability clause**

If individual provisions of these Terms and Conditions of Purchasing should be invalid or unenforceable this shall not affect the remaining provisions. In this event the invalid or unenforceable provision shall be replaced by such provision which comes closest to the economic effect of the invalid or unenforceable provision.