

1. Applicability

- 1.1 By accepting the order the supplier recognises that the following purchasing conditions are applicable to all deliveries and services to be supplied to Electrovac and hereby rejects the validity of all deviating sales and delivery conditions. The sales and delivery conditions of the supplier shall not become an element of the contract through tacit approval or express acceptance. Unless otherwise agreed, these purchasing conditions also apply to future commercial relationships between the supplier and Electrovac.
- 1.2 Orders and order confirmations, as well as amendments and supplements to these, must be in writing to become effective.

2. Prices

- 2.1 The agreed prices apply delivered, duty paid (DDP) including packaging, unless otherwise agreed for individual deliveries.
- 2.2 Any additional costs arising due to a failure to adhere to agreed shipping conditions or due to expedited shipping arising with a delay shall be borne by the supplier.

3. Delivery periods

- 3.1 The supplier is required with binding effect to adhere to agreed delivery deadlines. The supplier must inform Electrovac of delivery delays immediately. If deliveries are not on time, Electrovac is entitled to withdraw from the purchase contract after an appropriate period of grace has passed and demand compensation for damages due to non-fulfilment. Electrovac is entitled to accept part deliveries and withdraw from the remainder of the contract.
- 3.2 The acceptance of delayed deliveries by Electrovac does not exclude any validation of compensation claims due to a delivery delay.
- 3.3 In the event of delayed delivery Electrovac is entitled to apply a contract penalty per week commenced of 1% of the net order value, although this shall not exceed a maximum 10% of the net order value in total. Electrovac is also entitled to demand payment of a contract penalty amounting to 10% of the net order value if a withdrawal from the contract is attributable to the supplier. Electrovac reserves the right to claim further compensation for damages. Electrovac is entitled to offset compensation for delays or penalties against the supplier's receivables.

4. Delivery

- 4.1 The supplier must enclose a delivery note with every goods shipment, which clearly details the order data.
- 4.2 Unless otherwise agreed, the goods shall be dispatched at the risk of the supplier.
- 4.3 Electrovac is entitled to decline acceptance of COD shipments.

5. Payment

- 5.1 Payments made within 14 days shall be subject to the deduction of a 3% discount, payments within 30 days to the deduction of a 2% discount and payments within 90 days shall be payable net.
- 5.2 The place of fulfilment for Electrovac payments is Klosterneuburg. The payment period shall commence with handover of the goods, delivery note and invoice to Electrovac.
- 5.3 Payments shall take place at the discretion of Electrovac either by means of a crossed cheque or transfer.

Decisive for timely payment is the date of payment dispatch.

6. Invoices

The supplier shall note the order data of Electrovac on the invoices and shall send invoices in triplicate. When sending goods from abroad, duplicate copies of the invoices must be enclosed with the shipping papers.

7. Notifications of defects

- 7.1 Electrovac shall accept goods on the proviso of quality, properties and quantity. Electrovac shall not be obligated to issue an immediate notification of defects according to § 377 HGB.
- 7.2 Electrovac is entitled to validate notifications of defects within 8 weeks of receiving the goods. In the case of hidden defects, Electrovac is permitted to issue a notification of defects within 4 weeks of their discovery.

8. Warranty and liability

- 8.1 The supplier guarantees for a period of one year from the handover of goods, or from fault rectification, that the goods supplied are fault-free and suitable for the usual or expressly agreed use. The supplier also guarantees that the goods supplied comply with the valid legal and official provisions applicable to their sales and use, and that they do not infringe the rights of third parties.
- 8.2 In case of faults, Electrovac has the right to opt for fault rectification, a replacement delivery or a price reduction at its discretion.
- 8.3 If the supplier is delayed in fulfilling warranty obligations then Electrovac is entitled - at the cost of the supplier - to remedy the faults itself, or to have these remedied by a third party, or to order replacement deliveries from third parties.
- 8.4 If faulty goods are returned then the supplier shall bear the costs and risks of shipping.
- 8.5 The supplier shall be liable for all damages that Electrovac or customers incur due to faulty goods. The supplier shall be liable without limitation according to the legal provisions.

9. Prohibition of assignment

The supplier is not entitled to assign his receivables from Electrovac to third parties.

10. Confidentiality obligation

- 10.1 Drawings, sketches, tools and other production aids that are enclosed with the orders or generated by the supplier on behalf of Electrovac are the property of Electrovac and must be used exclusively for Electrovac orders. The supplier is obligated to observe the copyright and patent rights of Electrovac, and to treat as confidential all know-how made accessible to them by Electrovac. Any documents and materials provided to the supplier by Electrovac must be returned to the same without prompting after order completion, unless it has been separately agreed that the supplier is to retain these for the fulfilment of further orders.
- 10.2 In the event of infringements of the obligations stipulated in point.10.1 the supplier shall be required to pay a contract penalty amounting to EUR 50,000. The right of Electrovac to validate further claims for damages remains unaffected. Electrovac is entitled to offset the contract penalty against the supplier's receivables.

11. Place of fulfilment and jurisdiction

The place of fulfilment is the place of use specified by Electrovac in the orders. The place of payment fulfilment is Klosterneuburg. The agreed place of jurisdiction in relation to all legal disputes arising from this contract is the court of the 1st district of Vienna responsible for the respective proceedings. Electrovac is also entitled to validate claims against the supplier in the court responsible for the supplier's head office.

12. Applicable law

The contract partners agree to the application of Austrian law.

13. Liability

The supplier shall be liable according to the terms of the law, irrespective of the degree of fault.

14. Miscellaneous

If one or more of the terms of these purchasing conditions should be or become ineffective, or if this contract text should contain a loophole, then the contracting parties agree to replace or supplement the ineffective or incomplete term with an appropriate provision that reflects the commercial intention of the initial term insofar as possible. The validity of the remaining terms shall be unaffected by this.