

# General conditions of purchase of POLYMERWERKSTATT GmbH with headquarters in 3500 Krems an der Donau, Österreich

## I. General provisions

- a. These general conditions of purchase are valid for all sales and service contracts between POLYMERWERKSATT GmbH ("PW") and their suppliers ("Suppliers").
- b. By accepting an order, the Supplier confirms their acceptance of these general conditions of purchase.
- c. All quotes provided to PW are at no charge to the company and are valid for a period of at least 4 weeks after receipt. Only those offers placed by PW in writing are effective and are to be confirmed immediately in writing.
- d. In the case that an ongoing business relationship is established, these general conditions of purchase shall also apply to subsequent transactions and must not be expressly referred at the time of these transactions provided that they were agreed upon by both parties the context of a previous order. Any provisions to the contrary shall only become valid insofar as they have, on an individual basis, been expressly agreed to in writing by PW. In the case that individual provisions become legally invalid, the validity of the remaining provisions shall remain unaffected.

## II. Prices

- a. Insofar as nothing to the contrary has been agreed, prices quoted by the Supplier are understood to include delivery to the company headquarters at the expense and risk of the Supplier and to be inclusive of packaging and ancillary costs. Insofar as nothing to the contrary has been agreed in writing, agreed prices shall be deemed to be fixed prices.

## III. Conditions of payment

- a. Insofar as nothing to the contrary has been agreed, the purchase price for goods and other services is to be paid within 30 days of the invoice date and is due net (without deductions). Payment within 14 days entitles PW to a cash discount of 2%.

## IV. Obligations to deliver goods, delay

- a. The delivery dates specified by PW in the order are fixed dates.
- b. In the case that delivery is delayed, PW is entitled, at any time and without allowance of a grace period, to fully or partially withdraw from the Contract.
- c. In the case that delivery is delayed, PW is also entitled, without evidence of damages, to deduct a penalty of 0.5% of the value of the goods and services per day of delay.
- d. Decisions regarding the course of action in the event of a delay lie exclusively with PW.

## V. Transfer of risk

- a. In the case of carriage-paid delivery, risk is transferred to the PW at the point in time at when the Supplier hands over the goods at the PW company headquarters.

## VI. Specification

- a. The specification of the goods or service is defined in the order placed by PW. Changes are only possible with the written consent of PW.
- b. Samples, drawings or other specification documents made available by PW remain the property thereof. All kinds of usage (copying, publishing or otherwise providing for use) and distribution to third parties require the express permission of PW.

## VII. Right to cancel the order, fine

- a. PW has the right, up to the date of delivery and upon payment of a cancellation penalty (fine) of 2% of the purchase price, to withdraw from the contract without stating reasons. If, however, the actual and proven losses to the Supplier are lower, PW is obligated only to compensate them for this lower amount.

## VIII. Notification of defects, obligation to inspect

- a. The transfer of goods and services to PW occurs under retention of title.
- b. The obligation of PW to inspect defective shipments pursuant to § 377 UGB (Austrian Code of Corporate Governance) is expressly waived. Payment by PW shall not be deemed to be unconditional acceptance of goods.
- c. In the event that defects are discovered, PW is entitled to submit a notification of defects with a period of six weeks from ascertainment of the defect; in the case of latent defects, this period is extended to one year.
- d. In the event that defects are present, PW has a right either to exchange, rectification, reduction in price or annulment. Legal complaints may be filed for notified defects within a period of two years after the end of the warranty obligation.

## IX. Guarantee, compensation for damage

- a. The Supplier shall warrant that all goods and services supplied are defect-free and regulation-compliant and that the order corresponds to legal and official regulations valid at the place of performance as well as to the standards used by PW, the relevant norms and the generally accepted rules and latest standards of technology. The Supplier is also liable for the fulfilment of warranty obligations. It is the responsibility of the Supplier to check the compliance of the order with the standards, norms and guidelines within the context of which it will be used after delivery.
- b. The warranty obligation lasts for 24 months following complete delivery of the good or service. The said period shall commence anew for replaced or rectified goods. Failure to deliver on properties of goods or services that were agreed or confirmed shall also be deemed a defect.
- c. Exclusions of liability on the part of the Supplier are not possible. The Supplier is liable for all damages resulting from defective delivery, in particular also for consequential losses and lost profit. The Supplier also bears liability in the event of slight negligence.
- d. In the event that it has a substantiated complaint, PW is entitled to withhold the entire outstanding balance of the purchase price.

## X. Non-assignment clause

- a. Claims of the Supplier may only be assigned to third parties with the express approval of PW.

## XI. Place of performance, court of jurisdiction

- a. The place of performance is the company headquarters of PW in 3500 Krems an der Donau.
- b. The court of jurisdiction is Krems an der Donau. However, PW is also entitled to file a complaint at the court of jurisdiction of the Supplier.
- c. These terms shall be governed by Austrian law to the exclusion of the UN convention on contracts for the international sale of goods.