

TERMS OF PURCHASE M-U-T GmbH, A-2000 Stockerau

1. General

Unless otherwise specified in the order, the following terms and conditions of purchase apply exclusively as the subject matter of the contract. Provisions that deviate from or go beyond our terms and conditions of purchase only apply to the extent that we expressly declare this in writing. This also applies in the event that the general terms and conditions of the supplier contradict these terms and we no longer expressly object to this, or we accept deliveries from the supplier without special reservations.

In the case of a steady business relationship, subsequent orders, including orders placed verbally, are deemed to be placed under our terms and conditions of purchase, even if no separate reference to them is made.

If reference is made to the supplier's quoting documents in our order, this does not mean that the contractor's commercial conditions are acknowledged. Our order number must be stated in all documents relating to the order because without this number, the documents are deemed not to have been received in case of doubt.

Quotes provided to us must be free of charge, regardless of what preparatory work is necessary. We do not pay any fees for visits, preparation or planning required. Unless otherwise agreed, we may not be charged for samples.

By accepting or delivering an order, the supplier guarantees the availability of the offered or delivered components as spare parts for at least 10 years after supply.

2. Ordering, contract conclusion, order confirmation

Orders placed by M-U-T are only binding for M-U-T if they are in writing and duly signed. On request, suppliers will receive written information about which M-U-T employees are authorised to place orders. Verbal agreements and changes to the contract are only legally valid if they are also confirmed in writing. A copy, prepared as an order confirmation, is enclosed with M-U-T orders. The supplier must declare acceptance of the order immediately or confirm the order confirmation in writing. Changes to the PO must be made clearly visible (e.g. in bold type), but such changes only become an effective part of the contract if they are expressly recognised in writing by M-U-T. If the supplier does not confirm the order or does not do so according to specification, M-U-T is entitled to withdraw from the contract within 14 days of the order without this leading to any claims by the supplier (e.g. claims for damages) against M-U-T as a result. Claims by M-U-T remain unaffected.

3. Delivery

The order placed may not be passed down to subcontractors in whole or in part without our consent.

The supplier shall ensure timely delivery of the required quantity as specified by M-U-T. Delivery dates specified by M-U-T, collection dates where applicable, are fixed dates and therefore absolutely binding. If the deadlines are not met, the supplier will be in default with his performance (delivery). Therefore, M-U-T is entitled to demand subsequent delivery or compensation for non-performance or to withdraw from the contract without setting a grace period. In order to be able to maintain the production process, M-U-T is entitled to make cover purchases. The supplier fully bears any additional costs and ancillary costs that may arise. Acceptance of a late delivery does not disentitle M-U-T to these rights. In addition, M-U-T is entitled to demand an additional contractual penalty of 1% of the order value for each commenced week of delay in delivery, regardless of fault or damage, up to a maximum of 10% of the order value. It is the supplier's duty to notify M-U-T of any delivery delays that are possible to identify earlier. In recognised cases of force majeure, e.g. strike or lockout, as well as operational restrictions or similar, the fulfilment of the contractual obligation by M-U-T may become impossible or significantly more difficult. M-U-T, therefore, reserves the right in these cases to withdraw from the contract in whole or in part or to demand execution at a later date without the supplier having any special legal claims, such as compensation for damages.

4. Shipping

The supplier must enclose a single copy of the delivery note with the consignment and also send a notification of dispatch to M-U-T. Without the appropriate shipping documents, the delivery will not be accepted as fulfilment of the order or processed further but will be stored at the risk and expense of the supplier. The delivery has to be packaged appropriately and suitably for the means of transport, but in particular according to our shipping instructions. The supplier shall bear any damage resulting from non-compliance with such instructions. Acceptance of goods is only possible on weekdays, Monday to Thursday between 7.00 a.m. to 11.30 a.m. and 12.30 p.m. to 3.00 p.m. and Friday from 7.00 a.m. to 11.30 a.m. Deliveries outside of these times require a prior separate agreement!

5. Prices

As usual in the trade, prices are understood to include packaging, free delivery to the receiving point and unloading, and are fixed prices that may not be increased for any reason whatsoever. However, the supplier is obliged to pass on any price reductions that occur between the time of ordering and delivery to M-U-T without being requested to do so.

6. Invoicing

Invoices are to be sent to us in Stockerau in duplicate after proper delivery (service provision) in compliance with the applicable VAT regulations.

7. Payment

Payment is made by bank transfer to an account to be notified in writing. A 3% discount applies to payment made within 30 days of receipt of the goods and invoice; the net amount is due within 60 days. Based on the agreed conditions, the term of payment begins on the day the invoice arrives in our accounting department, but never before the service has been completely fulfilled. You also take cognisance of the fact that incorrectly issued and/or incomplete shipping papers and/or certificates and/or documentation will result in a delay in payment. If goods are delivered before agreed dates, the payment periods for the relevant invoices only begin to run from the delivery date specified by M-U-T. Payment does not constitute an acknowledgement of the correctness of the delivery (service) and thus does not mean a waiver of claims to which we are entitled from defects in performance based on a warranty or leading to compensation.

Prepayments retain their value and are proportionate to the total order value. If M-U-T is entitled to monetary claims against the supplier on the basis of these purchasing conditions or, in general, from the business relationship with the supplier, these claims must be paid within 14 days after a written request. The supplier undertakes to pay interest at 12% per annum plus the respective statutory turnover tax on outstanding amounts after the expiry of this period. The supplier is not entitled to offset any of its own claims of any kind against M-U-T with such monetary claims from M-U-T.

8. Prohibition of assignment, retention of title

All rights and obligations arising from the supply contract may not be assigned to third parties, and such an assignment is also ineffective concerning third parties. All deliveries to M-U-T must be free of retention of title. Such reservations on the supplier's documents are also ineffective without a specific and express objection on the part of M-U-T. The acceptance of the order by the supplier is deemed to be an assurance that the goods to be supplied are the freehold property of the supplier.

9. Warranty, guarantee, product liability

The supplier assumes a full warranty and guarantees the execution of the delivery (service) in accordance with the order and compliance with all relevant Austrian standards and regulations (e.g. Ö-NORM, ÜVE; employee protection regulations, safety regulations). The supplier is equally liable for the goods and components and services provided and produced by him as well as those not produced by himself. Acceptance is carried out by testing at the place of use and/or when the goods are used (but no later than 12 months after commissioning). The warranty and guarantee period only starts to run from this point in time, with the duration being 24 months. Any defects detected will be asserted within 14 days. In the event of liability, we are entitled without prejudice to our other legal options, even if the defect is insignificant or remediable, to demand free replacement delivery, rescission, free remedy of the defect or an appropriate price reduction or to have the defect remedied at the expense of the supplier. In addition to the direct costs of remedying the defect, the supplier shall also bear the costs of shipping and the costs of disassembly and assembly or the necessary provision of fitters and assistants, including travel expenses, provided this does not result in a disproportionate burden on the supplier. The warranty and guarantee period begins anew once the defect has been rectified. If a grace period is required due to statutory provisions, a period of three weeks is considered reasonable. The supplier must send us any storage and operating regulations in German together with the delivery without being asked, otherwise, he will be liable for damage resulting from ignorance of these regulations. The supplier undertakes to indemnify M-U-T against all product liability claims and to indemnify and hold M-U-T harmless with regard to all such claims.

10. Manufacturing records

Samples, models, drawings, printing plates and other aids provided by us remain our intellectual property, which we can freely dispose of and which must be marked as such. We reserve all rights, particularly ownership and copyright. These tools may only be used to carry out our orders, may not be made accessible or available to third parties outside the company and may not be copied or reproduced in any other way. They are to be returned to us free of charge after delivery of the order.

11. Tools

Tools, moulds, etc. that are wholly or partly made at M-U-T's expense become the property of M-U-T upon manufacture. They are to be carefully stored, maintained or renovated by the supplier so that they can be used at any time. In the event of production difficulties on the part of the supplier, M-U-T is entitled to demand that the moulds paid for in full or in part by M-U-T be handed over free of charge. Using these tools to manufacture for third parties is not permitted.

12. Quality assurance, incoming inspection, acceptance of goods

The manufacturer/supplier must use an internal control system to ensure that only flawless goods that correspond to the order are delivered to M-U-T. M-U-T reserves the right to conduct a random test during the course of incoming goods in-house or by an independent third party at any time, as well as a corresponding test on site at the manufacturer/supplier.

Goods delivered will be checked for quality and quantity deviations within a reasonable period of time. Hidden defects must be reported within two weeks of their discovery.

Issuance of receipt by M-U-T does not constitute a waiver of possible claims or rights and is always subject to subsequent quantity and quality control. Payments by M-U-T do not constitute an acknowledgement of proper or defect-free delivery or service.

Goods that do not meet the requirements must be replaced immediately with goods of impeccable quality.

13. Patents, design protection, copyrights

The supplier must indemnify and hold us harmless in the event of patent, design protection or copyright disputes arising from the delivery and/or service and guarantee us unrestricted use of the items delivered and/or services rendered.

14. Place of performance

The place of performance is the receiving point specified in the order. Delivery is at the expense and risk of the supplier.

15. Place of jurisdiction, choice of law

The place of jurisdiction for all disputes arising directly or indirectly from the contract is the locally and factually competent Austrian court for the headquarters of M-U-T Stockerau. However, M-U-T can also appeal to the court responsible for the supplier. The parties can also agree on the jurisdiction of court of arbitration. Austrian law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. The occurrence of disputes does not entitle the supplier to withhold or discontinue deliveries and/or services that are due.