

General Terms and Conditions of Purchase

1. Scope

- 1.1. These General Terms and Conditions of Purchase (hereinafter „**GTP**“) shall apply to all contracts (including future contracts) between MAG machines GmbH, FN 519961z, Wirtschaftspark 44/46, 8530 Deutschlandsberg or P&F Maschinenbau GmbH, FN 138803 y, Wirtschaftspark 44/46, 8530 Deutschlandsberg, (both hereinafter „**Purchaser**“) and any seller, natural persons or legal entities, (hereinafter „**Seller**“).
- 1.2. The current version of the GTP can be downloaded from the homepage of the Purchaser at <https://www.mag.at>.
- 1.3. General Terms and conditions, especially any purchase conditions of the Seller, which are contrary to this GTP shall be entirely ineffective.

2. Purchase Order

- 2.1. Purchase orders and amendments or supplements to it are issued exclusively in writing. Oral agreements are invalid, unless they have been exclusively confirmed in writing.
- 2.2. Contracts between the Purchaser and the Seller come into force with the content of the written purchase order and these GTP irrespective of the submitted offers.
- 2.3. Purchase orders using official letterhead of the Purchaser are also valid without a signature, if they contain an order number and the order number can be clearly assigned to the Purchaser's ERP-system and an authorized person to issue the purchase order.
- 2.4. The Purchaser has the right to revoke the order, if the Seller did not confirm the order in writing within 14 days of the order.
- 2.5. For identification purposes, all the relevant documentation issued by the Seller (such as order confirmations, invoices and delivery notes) must indicate the purchase order details. All invoices must include a purchase order number and delivery number as well as the agreed payment terms. The Purchaser withholds the right to return invoices which do not comply with these requirements.

2.6. If the Seller is obliged to provide further documentation (such as material tests, quality control documents or any other documentation), deliveries and services will be regarded as fully performed only upon receipt of such documentation.

3. Prices

3.1. All prices are considered to be fixed prices. Unless expressly agreed otherwise in written purchase orders, the fixed price shall include all taxes and ancillary costs as well as transport costs. If applicable, the price shall also include assembly or staff training costs.

3.2. If the prices are not stated in the purchase orders, they will become valid only upon written acceptance of the Purchaser.

4. Payment conditions

4.1. Unless agreed otherwise, the Purchaser may choose to pay the invoice

a) within 30 days with a discount of 3 % or

b) within 90 days net

after it received the invoice by the Seller. No default interest for late payments shall be paid by the Purchaser, unless agreed otherwise.

4.2. The Seller is not entitled to set off claims it may have against the Purchasers. The Purchaser on the other hand is entitled to set off claims of its affiliated companies against the Seller's claims.

4.3. The Seller may not assign its contractual right to third parties, unless the Purchaser has expressly approved otherwise in written form. Should the Seller do so without the Purchaser's written consent, the Purchaser may still settle the receivable by paying directly to the Seller.

5. Shipment, Delivery, Passing of risk

5.1. Delivery dates and terms as defined in the order are binding. If no such dates and terms are defined, the Seller shall deliver goods and services without delay.

5.2. Unless different delivery terms have been agreed in writing, delivery shall be DDP according to the most current version of Incoterms. Any damage or costs arising from breach of delivery terms shall be borne by Seller.

5.3. The Purchaser is entitled to charge a penalty of 1 %, however, not more than 5 % of the overall contract value for each commenced calendar week of delay in delivery. Such penalty is independent

of the Seller's fault and any proof of damage. Purchaser reserves the right to claim damages exceeding the amount of the penalty.

- 5.4. The Seller is obligated to immediately inform the Purchaser about any foreseeable delays in delivery at the determined or fixed dates and/or any other performance obligations. The Purchaser is entitled to take all measures necessary to prevent an imminent delay at the Seller's cost and risk. In the event of delay, the Purchaser reserves the right to withdraw from the contract.
- 5.5. Retention of title by the Seller is invalid. All provisions concerning the retention of title shall be considered void and inapplicable, unless expressly agreed otherwise in writing.
- 5.6. The transport risk shall pass to the Purchaser only at the delivery destination specified in the order. This provision applies even if the agreed Incoterms in the most valid version provide otherwise.
- 5.7. If delivery is delayed, unacceptable or impossible due to force majeure, the Seller shall promptly inform the Purchaser of the said event. Force majeure includes unforeseeable or unavoidable circumstances, such as industrial dispute, strike, lock-out, administrative measures, operational disruption due to fire or due to restricted supplies to and waste removal from the plant, administrative/statutory import and export regulations, epidemics, pandemics and similar circumstances which affect the delivery. Should additional costs arise due to the extension of the delivery date as a result of such unforeseen or unavoidable circumstances, they shall be reimbursed to the Purchaser by the Seller. The Purchaser withholds the right to withdraw from the contract and/or be released from its obligations for the duration and to the extent of such an event.

6. Acceptance and notice of defects

- 6.1. The receipt of the delivery or any payments towards the goods and/or services do not constitute an acceptance or waiver of rights by the Purchaser.
- 6.2. The Purchaser shall notify the Seller of any defects detected as soon as possible, but it is not obliged to do so in any timely manner provided by applicable law. The Seller expressly waives its right to object to any notification of defects not being properly conducted by the Purchaser according to the applicable law.

7. Warranty

- 7.1. In the event of defect, the Purchaser is free to choose the type of legal remedy. The Purchaser may withhold the entire payment until the chosen remedy has been duly fulfilled by the Seller. The Purchaser may choose the place for delivery or remedy of the defect.

7.2. The warranty period for goods and services by the Seller shall be 24 months. In the event of defect and after the rectification of the defect, the warranty period shall run anew.

7.3. Any deviations from the statutory provisions of applicable law regarding warranty and/or compensation claims, such as changes in the burden of proof, shortening of deadlines and any similar provision require our written consent.

7.4. The Seller guarantees that the product fulfills the regulatory and/or legal requirements with regard to their placement on the market of the delivery place.

8. Liability

8.1. The Seller shall indemnify and hold the Purchaser harmless against any disputes or claims arising from wrongful or restricted use of delivered goods or services due to infringement of intellectual property rights of third parties.

8.2. The Seller shall indemnify and hold the Purchaser harmless against any product liability claims of third parties resulting from a default product delivered by Seller.

9. Place of performance, jurisdiction and venue, Applicable law

9.1. The place of performance for all obligations and/or rights arising directly or indirectly out of the contract or business connection between parties shall be Wirtschaftspark 44/46, 8530 Deutschlandsberg.

9.2. The place of jurisdiction for all disputes arising directly or indirectly from the contract or business connection between parties shall be relevant Austrian court with competencies for Purchaser's principal place of business. Purchaser may, however, also resort to the court with jurisdiction for Seller.

9.3. The legal relations between the Purchaser and the Seller shall be governed exclusively by Austrian law, to the exclusion of the provision of the international private law and the UN Convention on Contracts for the International Sale of Goods.

10. Miscellaneous

10.1. Deviations from these GTP shall require the written form. Any deviation from this provision also requires the written form

10.2. Should any of the provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, the parties shall agree on a valid or enforceable provision that comes closest to the original regulation in terms of meaning and purpose.