



## General conditions of purchase

### Epro Gallspach GmbH

#### 1. Validity

All current and future purchases are made solely on the basis of the validity of these conditions of purchase.

They form an integral part of all orders and the associated purchase contracts, which are concluded by Epro Gallspach GmbH (hereinafter: EPRO).

The contents of our written order also apply to purchases made by Epro. Changes and deviations must be made in writing. The content of previous conversations, notes, correspondence, etc. do not form a part of the contract concluded on the basis of our order.

Any other terms of sale of the supplier are hereby rejected. An additional objection concerning a specific business is no longer necessary. The supplier's conditions are only valid if they are expressly recognized by EPRO in writing.

#### 2. Orders:

Orders from EPRO are only binding if they are made in writing or confirmed in writing. The supplier must confirm the order acceptance immediately and in writing. If there is no order confirmation within 8 days of the order, the contract is based on our order.

#### Drawings, plans, technical documents:

Drawings, technical documents and other information that EPRO makes available to the supplier are its intellectual property and may not be reproduced or made accessible to third parties without consent, outside of our own production processes.

#### 3. Prices:

The agreed contract prices are to be understood as fixed prices. Unless expressly agreed otherwise, they include all additional costs, such as freight, insurance, packaging, permits, customs clearance.

#### 4. Packaging:

EPRO is entitled to return the packaging material invoiced by the supplier to the supplier at the same price. The transport costs for the return transport are to be borne by the supplier.

The supplier undertakes to take back packaging material at no costs, that cannot be disposed of easily due to the lack of environmental compatibility.

#### 5. Shipping:

Unless expressly agreed otherwise, the goods are shipped at the supplier's expense and risk. Unless expressly agreed otherwise in writing, all deliveries are made to this destination (including packaging, insurance, customs clearance, etc.)

The supplier is obliged to carefully and qualitatively match the packaging to the goods being shipped. Proper loading and shearing of the cargo are part of the supplier's area of responsibility. Every consignment must be accompanied by a delivery note on which the order number and the article number of the EPRO are noted.



#### 6. Payment terms:

Unless otherwise agreed, the payment period is 14 days after receipt of the invoice with a 3% discount or 60 days net. The payment is deemed to have been made with the bank deposit, if the check has been handed in, the payment is deemed to have been made on the day of despatch. If the goods arrive after the invoice, the period starts from this later date. Complaints about the goods entitle EPRO to postpone the payment term.

#### 7. Compensation and retention:

The supplier is not entitled to the uncertainty speech or a right of retention on the goods, for whatever reason.

The supplier is not entitled to offset claims against EPRO against its own claims, from whatever title and in whatever context.

#### 8. Product liability:

The supplier guarantees for himself and his legal successors that the delivered goods are faultless in terms of construction, production and instruction in the sense of the provisions of the Austrian Product Liability Act in the applicable version. In particular, he guarantees that according to the state of the art in science and technology, no defects in the product have been detected at the time of being placed on the market.

The supplier undertakes and his legal successors to observe the product. He has to inform EPRO immediately if he should turn out to have dangerous properties of the product. If EPRO is used, the supplier undertakes to keep it harm and complaint. Furthermore, he undertakes to name the manufacturer or importer, at the same time as the delivery of the product, or by request at any time. Furthermore, he obliges his upstream suppliers to assume liability in the sense of the legal provisions. The supplier must take out adequate cover for any replacement obligations by taking out insurance or in another suitable manner.

#### 9. Trade secrets:

The supplier is obliged to treat EPRO's orders and all related commercial and technical details as a business secret.

#### 10. Date of delivery:

The agreed delivery times and delivery dates are fixed dates; they run from the date of the order. If the delivery times or delivery dates are exceeded, EPRO is entitled to refuse to accept the goods or to return the delivered goods immediately, without EPRO being obliged to set a grace period or to withdraw.

However, EPRO can also accept the goods delivered late. In this case, the supplier is obliged to pay a contractual penalty in the amount of 0.5% of the net order value per week or part thereof, up to a maximum of 10% of the net order value; this is without prejudice to any further claims for damages. We are entitled, but not obliged, to accept partial deliveries or premature deliveries, but in this case a claim for partial payment before the total delivery or early payment cannot be derived. A delivery obligation is only fulfilled when the service has been provided in full, even if the service is divisible, as well as when all required or required documents, plans, etc. have been handed over to us.

#### Place of fulfillment:

The place of performance for the supplier's services and payment is Gallspach.

#### Warranty and guarantee:

The supplier gives EPRO guarantee and full guarantee that the goods are free from defects. The warranty and guarantee period is 24 months, unless special warranty or guarantee periods have not

EPRO Gallspach GmbH | A-4713 Gallspach | Styriastrasse 2

been agreed for individual delivery items. The supplier is also responsible for ensuring that no rights of third parties are violated by the delivery or utilization of the goods. All technical standards are to be complied with. EPRO and the supplier also take as a guarantee for any disadvantages and consequential damage resulting therefrom.

**ELEKTROTECHNISCHE PRODUKTE FÜR ENERGIEVERTEILUNG UND MESSUNG**



The supplier waives an immediate inspection of the goods by EPRO upon delivery and any complaint that may be successful. Only EPRO has the choice to change the contract, reduce the price, improve or replace the goods with defect-free goods. In the case of generic items, the random appearance of defects entitles to warranty and compensation claims from the entire delivery.

If EPRO requests improvements or supplements to the missing items, the supplier must do this immediately, whereby in situations that do not allow a delay, immediate remedial measures can be requested and otherwise the shortest deadline, a maximum of 2 weeks, is to be granted as a subsequent date. If there is a delay in improvement or if there is a danger of delay, EPRO can make improvements itself at the supplier's expense. Irrespective of this, the supplier must pay compensation to EPRO in the amount of the damage actually posted to us, including the lost profit.

If a third party, for example the EPRO client, claims for damages due to defective or late delivery, the supplier undertakes to hold the EPRO harm and complaint in this regard, if the defective delivery was causal for the damage and for the entire damage, even if several causes of damage coincide. The damage to EPRO also includes all costs that EPRO uses judicial or extrajudicial to determine the damage, defense against the damage and claiming the damage. This also includes obtaining expert reports.

#### Partial nullity:

Should a provision of these general purchasing conditions prove to be wholly or partially invalid, the validity of the other points will not be affected.

#### Place of jurisdiction law:

The place of jurisdiction for all disputes arising directly or indirectly from the contract - including those regarding its existence or not - is the competent court in Wels. However, EPRO can call another court responsible for the supplier. All contracts are subject to Austrian law excluding the UN purchase law.