

GENERAL PURCHASING TERMS AND CONDITIONS OF HAGE3D GMBH

(Valid: April 2020)

1. General Terms and Conditions

- 1.1 These Purchasing Terms and Conditions apply, unless otherwise explicitly agreed in writing, to all deliveries and services ordered by us and other agreements made with the contractor in connection with the orders.
- 1.2 Upon execution of the order (first-time delivery), these General Purchasing Terms and Conditions are regarded as having been accepted and the contractor also accepts them as being exclusively legally binding for all further deliveries. Any deviating or supplementary conditions of the supplier only apply if we accept them explicitly in writing.
- 1.3 Our order numbers must be indicated in all correspondence concerning an order. This applies in particular to delivery notes and invoices. We will return any invoices unprocessed on which our order number is not indicated.
- 1.4 All quotations and cost estimates made to us are free of charge regardless of the preparatory work involved.
- 1.5 The supplier may only make reference to business connections with us for advertising purposes after having obtained our express written permission.
- 1.6 If any provisions of these Purchasing Terms and Conditions are legally invalid, this shall be without prejudice to the legal validity of the remaining provisions.
- 1.7 Suppliers to whom the Regulation of Packaging (Verpackungsverordnung) applies that came into effect on 01/10/1993 are obliged to indicate their disposal licence number issued by Altstoff Recycling Austria or to inform us about how they will dispose of the delivered packaging materials. If such details are not provided, we are forced to return the packaging at supplier's cost or to invoice the costs of disposal.

2. Orders

- 2.1 Only written orders are valid. Any changes to the contract must be made in writing to be legally valid.
- 2.2 Regardless of any quotations made, only the contents of our orders are binding.
- 2.3 Our orders may only be passed on, in whole or in part, to third parties with our written consent. Any violation of this provision entitles us to cancel the order, this being without prejudice to any other claims.
- 2.4 No claims or collection of debts against us may be transferred to third parties. Any violation hereof also entitles us to cancel the order without prejudice to any other claims.
- 2.5 If the supplier ceases payments or if bankruptcy proceedings are taken out against his assets or in-court or out-of-court settlement proceedings are initiated, we are entitled, without prejudice to other rights, to withdraw from the contract.
- 2.6 The order must be confirmed or rejected immediately. Until the order has been finalised by the order confirmation, with which the order is fully accepted, we are entitled to revoke the order without stating any reasons.
- 2.7 Any deviations from the order must be clearly emphasised and require our express written consent in order to be effective. Unreserved acceptance of the goods does not constitute such consent.

3. Delivery

- 3.1 The delivery dates indicated are binding and are regarded as being the date of receipt of goods at the named place of destination, otherwise our company. If a date for delivery or performance is agreed, it commences on the day of ordering. In the event of a foreseeable delay in delivery we must be informed immediately in writing, stating the reasons and the expected duration of the delay.

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- 3.2 In the event of delivery delays caused by the supplier, he is obliged to deploy the fastest available means of transport to minimise the delay, regardless of the mode of consignment stipulated in the order. The costs of transport will be borne by the supplier.
- 3.3 In the case of delay in delivery caused by the supplier, we are entitled to withdraw from the contract with immediate effect after a period of 14 days, without having to grant additional time for delivery. If a fixed date was agreed, the contract is annulled after this date, unless we request performance of the contract within 14 days. If, moreover, within the term for delivery (particularly if indicated by the supplier), it is foreseeable that the supplier cannot render his services in time, we are entitled to take all action, at the supplier's expense and risk, to avert a delay and all connected adverse consequences.
- 3.4 Partial deliveries and advance deliveries require our written consent, with the period for payment in such cases commencing on the date agreed in the contract.
- 3.5 Deliveries are made, unless otherwise agreed, in accordance with DAP (as per Incoterms 2010) at the named place of destination. Taking pertinent packaging standards into account, packaging must be chosen so as to guarantee undamaged delivery.
- 3.6 The date requirement for our ingoing goods inspection is 90 days. The supplier waives any objection based on delayed complaint in this respect. Our payment does not constitute unreserved acceptance of the goods.
- 3.7 The warranty period for hidden defects not visible during acceptance or hand-over only commences on the date of detecting such defects.

4. Quality - documents

- 4.1 The goods to be delivered conform to the valid national and foreign provisions, the accident prevention regulations, the pertinent regulations and guidelines of the ÖVE/VDE rules, the acknowledged rules and standards of engineering, and, painstakingly, any documents underlying the order, such as drawings, descriptions, samples, specifications, acceptance conditions, etc.
- 4.2 The supplier must perform quality assurance checks suitable for the type and scope and in conformity with the state of the art.
- 4.3 For equipment, instruments, system components and systems, the following must be included in electronic form and as a hardcopy without any particular stipulation and at no extra charge: complete maintenance, operating and service instructions, manufacturer's declaration and/or CE conformity declaration.

5. Delay in delivery and performance, contractual fine, withdrawal

- 5.1 Agreed delivery dates and delivery times must be strictly observed by the supplier. The supplier must take all precautions and measures at his own expense in this regard. In the event of delay, we are entitled to demand a fine of 1% of the total order value per week, or part thereof, of delay, independent of the supplier's fault and proof of damage and not subject to judicial discretion. The obligation to fulfill the contract is not affected by this provision.
- 5.2 The fine for delay is limited to 10% of the total order value.
- 5.3 If we withdraw from the contract for reasons attributable to the supplier, we are entitled to demand 10% of the total order value as a fine in addition to any other legal consequences.
- 5.4 We reserve the right to assert any damages or other claims exceeding the amount of the fine in addition to or instead of this fine.
- 5.5 In the event of evident financial difficulties on the part of the supplier we are entitled to withdraw without granting additional time for payment. The legal consequences are the same in this case as if the supplier had caused a delay. All costs incurred by us as a result hereof will also be borne by the supplier, from whom we will deduct or to whom we will invoice such costs.

6. Prices and payment

- 6.1 Unless otherwise agreed in writing, prices indicated in the order are fixed prices and thus unchangeable until the scope of delivery and service as indicated in the order has been rendered in full.
- 6.2 Payment will be made, unless otherwise agreed in writing, after receipt of goods as agreed in the contract and receipt of the proper invoice in accordance with statutory requirements within 14 days at 3% discount or 30 days net.
- 6.3 In the event of a defect covered by warranty we are entitled to postpone payment until the defect has been appropriately remedied. Payment times commence in this case after the complaint has been fully settled, with any agreed eligibility for discount being upheld.

7. Warranty, product liability and damages

- 7.1 The supplier is liable in accordance with the statutory provisions.
- 7.2 The supplier assumes full warranty for all deliveries and services for the period of 24 months after delivery and putting into operation. The supplier must, immediately and at his own expense, remedy any defects that occur within this period if requested to do so. All costs incurred in connection with remedying such defects, e.g. transportation, costs of removal and installation, are borne by the supplier. The warranty period is suspended for the duration of improvement work until the defect has been successfully remedied. A warranty period of 24 months as of replacement or repair applies again to any parts replaced or repaired during the warranty period. The place of performance for remedying defects within the warranty period is at our discretion. This is without prejudice to any other legal provisions.
- 7.3 In those cases in which the supplier fails to fulfil his warranty obligation within a reasonable period after being requested to do so, and also in other particularly urgent cases, we are entitled, at the supplier's expense, to remedy the defect ourselves or to have it remedied by a third party or, if this is not possible, to obtain a replacement in another way.
- 7.4 We reserve the right immediately to demand the right to a refund or price reduction instead of improvement and replacement. The supplier will compensate us for any damages incurred by us as a result of defective deliveries.
- 7.5 If we, as manufacturer, are affected by a liability for the end product that is due to defects in the raw material or partial product delivered by the supplier, the supplier will indemnify us with regard to such liability and compensate us in full for any damages, regardless of fault.
- 7.6 The supplier undertakes, particularly in cases of product liability, to satisfy all of our claims for replacement, to compensate us for all costs and expenses incurred, and to indemnify and hold us harmless with regard to any third-party product liability claims regarding all products delivered by him. The supplier must without delay indicate the respective importer, manufacturer, supplier or subsupplier at our initial request. He guarantees that he will provide us in good time with all useful evidence in any legal disputes.
- 7.7 The supplier is obliged to insure himself sufficiently against any damage and risks and to prove this insurance coverage, to indicate his insurer, including the policy, and the headquarters of the insurance company to the orderer as required.

8. Confidentiality

- 8.1 All drawings, descriptions, specifications or similar provided for the purpose of submitting quotations or carrying out orders remain our property and must be returned with the quotation or after carrying out the order. They must not be duplicated or made available to third parties without our written permission.
- 8.2 The supplier is obliged to view the order and any resultant work and all connected technical and commercial documents and facilities as business secrets and to treat them in strict confidentiality. If the order is subcontracted in part, with our approval, to subcontractors, the supplier must oblige his suppliers accordingly.

- 9. Third-party proprietary rights, prohibition of assignment, set-off, transfer, passing of title**
- 9.1 The supplier undertakes to effect delivery and to render services free of any third-party proprietary rights. The supplier is liable for ensuring that, particularly when performing the contract and using the object of delivery or service, no third-party rights are violated. He will indemnify and hold us harmless with regard to any third-party claims due to violations of proprietary rights.
- 9.2 All deliveries must, in particular, be performed free of property rights. The supplier indemnifies and holds us harmless in this regard for any disadvantages incurred by us due to a violation of this condition.
- 9.3 Accounts receivable from deliveries to us may be assigned only with our express prior written consent.
- 9.4 The supplier is not entitled to set off receivables against any counter-claims.
- 9.5 The supplier must not transfer his rights and obligations under the contract to third parties without our express consent.

10. Place of performance and jurisdiction

- 10.1 The place of destination indicated by us is the place of performance for delivery/service.
- 10.2 The place of jurisdiction is the court responsible for the subject matter at our business headquarters. Austrian law applies exclusively.
The Parties may also agree the responsibility of a court of arbitration.
Any disputes that may occur do not entitle the supplier to cease performing outstanding deliveries and/or services.

Obdach, 15.04.2020