

## **TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS OF THE TRODAT TROTEC GROUP**

### **1. GENERAL**

Orders are exclusively governed by the following Terms and Conditions for the Purchase of Goods. We expressly do not accept any conditions laid down in the supplier's terms and conditions or in acknowledgments of orders. Any regulations in derogation of our Terms and Conditions are valid only if these were agreed in writing. In permanent business relationships, written and verbal orders shall be deemed to be placed subject to our Terms and Conditions, provided that the application thereof was referenced at one point in time. The supplier is deemed to fully acknowledge our Terms and Conditions if we send a written acknowledgment of order.

### **2. QUOTES**

The supplier shall base its quote on the quantity and quality of goods stated in our order. The supplier's quote shall specifically refer to any deviations. Quotes shall be submitted free of charge.

### **3. QUALITY ASSURANCE**

When the supplier submits its quote, the supplier simultaneously confirms compliance with the quality requirements we have defined in addition to the order (currently available at [www.trodat.net](http://www.trodat.net)) and which we expect from the supplier's business and the goods supplied by him. The supplier shall notify us in writing of any limitations regarding the use of or declarations requirements for the supplied goods.

### **4. ORDERS**

We are bound only by written orders signed by authorized persons. Verbal orders and any changes of orders must subsequently be confirmed by us in writing.

### **5. ACKNOWLEDGEMENT OF ORDER**

The acceptance of an order shall be acknowledged within one week in writing, stating price and delivery date. We shall no longer be bound by any order we have placed after that one-week period.

### **6. PRICES**

Prices shall be fixed prices, free domicile (in case of imports, DDP pursuant to INCOTERMS 2010) and can be changed only with our consent.

### **7. PRODUCTION DOCUMENTS**

Unless otherwise agreed in a particular case, we will acquire title to samples, models, drawings, plates, printing, punching and other production utilities once we have paid even a proportionate share of costs.

### **8. DELIVERY / DELIVERY PERIOD**

Deliveries shall be made to the address indicated in the order. Any vehicle used for delivery must correspond to EURO 5 emission class or higher pursuant to Regulation (EC) No. 715/2007. The goods shall be accompanied by delivery notes. The delivery period stated in the written acknowledgment of order shall be binding for the supplier. Our orders shall be fixed-date transactions pursuant to the Austrian Corporations Code (UGB). Agreed delivery dates shall be binding and must absolutely be observed. If a delivery deadline cannot be met, the supplier shall notify us in writing in due time prior to the expiry of the original delivery deadline, giving reasons for the delay and suggesting the earliest possible alternative date for delivery. That date shall be expressly approved by us. The supplier will hold harmless and indemnify us for and against any damage resulting from a delay in delivery. We do not acknowledge the supplier's reservation of title, including but not limited to reservation of title to the goods supplied to us pending full payment of all claims resulting from the entire business relationship.

### **9. PACKAGING**

Deliveries shall be properly packaged in strict compliance with our shipment instructions. The supplier shall be responsible for any damage caused due to non-observance of our shipment instructions. If deliveries cannot be taken over or processed due to missing shipping documents, they will be stored at the supplier's cost and risk until the necessary documents are made available. Prices are inclusive of packaging.

## 10. TAKEOVER OF GOODS

Visible defects shall be reported within one month from arrival of the goods, hidden defects shall be reported once they become apparent. The notice of an existing defect already constitutes a complaint; it is not necessary to substantiate the content. Notwithstanding other legal claims, we may procure corrective action also by third parties at the supplier's cost and expense at the end of a reasonable grace period. A grace period of 3 weeks is deemed to be reasonable.

## 11. WARRANTY AND GUARANTEE

The warranty period for movable items is at least two years, for immovable items at least three years, in each case from acceptance of supplies or services. If the supplier is unwilling or unable to fulfil his warranty obligation within a reasonable time limit, we can make or procure the improvement at our cost and expense without affecting our right to damages. Sections 377 et seq of the Austrian Corporations Code (UGB) does not apply, and we are therefore not obliged to inspect the goods and send notices of complaint. Unless otherwise agreed, the supplier fully guarantees for all supplies and services over a period of at least 24 months from acceptance of the goods. If corrective action is taken to rectify defects, the warranty and guarantee period will start to run as soon as such corrective action is completed.

## 12. DAMAGES AND PRODUCT LIABILITY

Should we be subject to product liability claims, the supplier undertakes to hold harmless and indemnify the buyer if the supplier is responsible for the defective nature of the product. The supplier undertakes to make us available all documents and information which are conducive to supplying a defect-free product (instructions for use, risk notices, authorization regulations etc). Should the supplier subsequently become aware of any circumstances which could give rise to a product defect, the supplier undertakes to promptly report any such perception to us. We do not acknowledge any limitations whatsoever regarding the supplier's product liability obligations and any limitations whatsoever regarding our right to compensation pursuant to product liability acts or other provisions. Furthermore, we may recover from the supplier any damage, including lost profit, incurred due to the supplier's fault. The supplier shall hold harmless and indemnify us for and against all warranty claims and damages asserted by third parties and for and against all costs we have incurred from having to defend such claims.

## 13. PATENTS, DESIGNS, COPYRIGHTS

The supplier shall hold harmless and indemnify us for and against any disputes regarding patents, designs or copyrights, arising from any supplies and/or services, and he guarantee for us the unrestricted use of the delivered items and/or provided services.

## 14. Compliance

The supplier declares that he will continuously and reliably respect all his legal obligations. He will inform himself about recent legal developments and take any action necessary to implement the new legislation. Especially, but not exclusively, he agrees as following:

14.1. The supplier is obliged to fulfill the criterias of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC, in short "REACH Regulation", applying as amended.

14.2. In case the supplied goods contain chemicals which are listed in "The Candidate List of Substances of Very High Concern", in short "SVHC", pursuant to Article 59 of the REACH Regulation, the Supplier is obliged to give us a written notice with no further delay. The notice must identify the chemicals. The SVHC is published under <https://echa.europa.eu/addressing-chemicals-of-concern/restrictions/substances-restricted-under-reach> and applies as amended.

14.3. The supplier assures not to use, process or manufacture goods which contain ingredients/substances as following or which substances are prohibited according to:

- a. Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, in short "RoHS 2 Directive", applying as amended
- b. PAH Regulation (EU) No 1272/2013 of 6 December 2013 amending Annex XVII to Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) as regards polycyclic aromatic hydrocarbons, pursuant to DIN EN 1186 and Section 64 German LFGB 80.30
- c. California Proposition as amended, published under <https://oehha.ca.gov/proposition-65/proposition-65-list>
- d. China RoHS 2 as amended, published under <http://www.chinarohs.com/docs.html>

In case one of these Regulations or Directives are replaced by another legislation, this replacing legislation shall apply automatically as amended.

14.4. The supplier is obliged to indemnify us in full against any claims made by third parties in relation to the supplier not respecting or not respecting sufficiently the current legislation, especially the above mentioned Regulations and Directives.

14.5. The supplier has to inform us about goods containing materials which are listed in Sec. 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (<https://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>) (Conflict Minerals). The supplier must record and be able to explain the supply chain down to the melting plant.

## 15. INVOICES

Suppliers from EU Member States shall send one copy, and suppliers from third states shall send three copies of an invoice (with original and copies being clearly marked) by surface mail. Invoices must not be sent along with the goods. Payments shall not signify that we acknowledge the proper nature of supplies or services and therefore no waiver of warranty claims, guarantee claims, and damages to which we are entitled.

## 16. PAYMENT

Payments are made within 14 days, subject to 3% cash discount, or within 90 days without deduction, unless agreed otherwise in a particular case. The payment term commences with receipt of the goods according to the terms of the contract. In cases of unsatisfactory services, we may withhold the proportionate amount of a payment, until proper performance. The timing of - even full - payment does not affect our right to file complaints and the supplier's warranty/guarantee. Payment does not signify acknowledgment of the supplier's terms and conditions or prices.

## 17. NO ASSIGNMENT

Claims against us may be assigned to third parties only with our expressly written consent.

## 18. CONFIDENTIALITY

The supplier shall keep confidential any commercial and technical information and documents which are/is not generally known and which he becomes aware of through the business relationship, shall use these only for the provision of the ordered supplies and services and shall not disclose these to third parties. These obligations shall also be transferred and assigned to sub-suppliers, if any. The confidentiality obligation survives also the performance of the contract and expires only if and when the knowledge contained in the documents or the information has become public domain.

## 19. FINAL PROVISIONS

Place of performance shall be Wels. All disputes arising from and in connection with sales pursuant to these Terms and Conditions shall be subject to the court in Wels which has subject-matter jurisdiction. This Agreement shall be governed by and construed in accordance with Austrian law, to the exclusion of the UN Sales Convention 1980. Should any term hereof be or become invalid in whole or in part, this shall not affect the validity of the remaining terms hereof. The invalid term shall be replaced by a valid term which closest reflects to the extent permitted by law the economic purpose of the invalid term. The same applies if these Terms and Conditions contain any loopholes.