

# TITLE: PURCHASING CONDITIONS

## GENERAL PURCHASING CONDITIONS OF SEMSYSCO GMBH

### 1. General

For our purchase orders (purchase contracts) the following purchasing conditions apply exclusively, even in the event that the supplier makes no reference to them in his order confirmation or refers to his own delivery and sales conditions. For individual conditions which are not stated in the conditions of purchase, the general terms and conditions of delivery of the Austrian metal industry are valid.

### 2. Order acceptance

The acceptance of an order by the supplier must be confirmed within 5 calendar days at the latest, counted from the date of the order. This can be done by means of a separate form (AB) or with a stamp and signature on our order. Deviations from the order must be highlighted explicitly and require our written acknowledgement. If no confirmation or statement is made within 5 calendar days, we consider the order to be accepted in full. Orders placed verbally are invalid without our written confirmation. With the conclusion of the contract, the contractor guarantees the professional execution of our order.

### 3. Prices

Unless otherwise agreed, the order prices stated in our order are fixed prices. Changes in prices require the written acceptance of SEMSYSCO. Quotations are free of charge, no matter what preparatory work was necessary. All quotation and project documents may neither be reproduced nor made accessible to third parties without the consent of SEMSYSCO.

### 4. Delivery, takeover, acceptance

Unless otherwise specified in the purchase order of SEMSYSCO in an individual case, deliveries are made DDP Salzburg according to Incoterms 2000 including packaging. The delivery date or delivery period specified in the order refers to the arrival of the delivery at SEMSYSCO at the place of delivery specified in the order and must be strictly kept. If none is indicated, the delivery address shall be SEMSYSCO GmbH, Karolingerstraße 7c, A-5020 Salzburg. Deliveries or partial deliveries are only permissible by mutual agreement and must be notified in writing in advance.

- 4.1 As soon as the Supplier identifies that a timely delivery is not or only partly possible, he has to inform SEMSYSCO immediately stating the reasons and the estimated duration of the delay. In case of delayed delivery SEMSYSCO is entitled to withdraw from the contract or to insist on delivery, even if the Supplier has fulfilled his obligation to notify SEMSYSCO.
- 4.2 The receipt of goods is only possible on working days from Monday to Thursday 07:30 to 12:00 and 13:00 to 16:00 and Friday from 07:30 to 12:00. Confirmations of receipt of goods or invoices already paid do not constitute conclusive acknowledgement of proper delivery.

4.3 The delivery must be made with proper accompanying documents on which our order number, article number and article description must be visible. Without proper accompanying documents the delivery will not be considered as fulfilment of the order and will therefore not be accepted, but will either be stored or returned at SEMSYSCO's discretion at the Supplier's risk and expense. The delivery shall be properly packed and, if necessary, dispatched in accordance with SEMSYSCO's shipping instructions. The damage resulting from the non-observance of such instructions has to be covered by the supplier.

## **5. Warranty**

The supplier assumes full liability for the execution of the delivery in accordance with the order and compliance with all relevant statutory provisions and standard regulations, in particular the regulations applicable within the European Communities. He is liable in the same way for the goods and components delivered or processed by him as for the goods and components not produced by him or services rendered by him. In the event of a defective delivery or service, we reserve the right, even if the defect is insignificant or can be remedied, to demand, at our discretion, free replacement delivery, free rectification of the defect or an appropriate price reduction. All costs in connection with the improvement, the subsequent delivery or the return of defective goods as well as the associated risks have to be covered by the supplier.

5.1 The supplier has to deliver any storage and operating instructions together with the goods without being requested to do so and, if necessary, expressly point out further necessary measures in connection with the handling of the delivered goods.

5.2 The supplier is also liable for the completeness and correctness of the information or statements contained in certificates or test certificates.

## **6. Notification of defects**

If a defect is identified, the Purchaser has to report it to the Supplier in written form without undue delay. Particularly in the case of production articles, a complete quality and function check is only possible during further processing, so that the supplier waives the objection of a delayed notice of defect.

## **7. Complaints**

In the event of a complaint, the Supplier undertakes to submit a statement within 24 hours and, if requested by SEMSYSCO, a 3D report. If requested, an 8D report must be sent within 10 working days. In addition, the complaint is accepted if no objection is raised within 2 working days.

## **8. Payment and invoices**

Invoices, whether or not included with the delivery of goods, must be sent indicating the SEMSYSCO order number and SEMSYSCO article number. Only invoices which meet the above criteria are considered to have been issued in accordance with the contract and can be processed by SEMSYSCO.

8.1 Unless otherwise agreed, payment for goods and services accepted by SEMSYSCO will be made within 14 days with a 3% discount or within 30 days net.

- 8.2 The Supplier is in no case authorised for offsetting his liabilities against SEMSYSCO with receivables to SEMSYSCO.
- 8.3 All advance payments/down payments made by SEMSYSCO are agreed to be of stable value as of the date of payment and thus always represent an aliquot payment of the total order value. This applies in particular to down payments in foreign currencies.

## **9. Execution documents - drawings, shapes, tools**

Unless there are special agreements, drawings, samples, clichés or other documents remain our property and must be returned immediately after delivery of the order. The supplier is responsible for proper storage. Use for third parties is not permitted.

## **10. Legal jurisdiction and applicable law**

Modifications or additions to these General Terms and Conditions of Purchase as well as all notifications and declarations must be made in writing in order to be legally effective. The transmission via e-mail or fax fulfils the written form requirement. This also applies to any deviation from the requirement of the written form..

Invalidity or ineffectiveness of individual regulations of these General Purchasing Conditions do not affect the validity of the remaining regulations. In this case, those agreements as are made that come closest to the economic purpose of the void or ineffective as well as the intention of the parties.

Deliveries have to be made to the last address given in writing. The Supplier is obliged to notify SEMSYSCO immediately in writing of any change of address, otherwise notices are deemed to have been sent to the Supplier's address last notified in writing. The date of posting is decisive for the timely receipt of a notification, unless expressly stated otherwise.

The place of performance for all obligations resulting from the business relationship is the registered office of SEMSYSCO GmbH, Karolingerstraße 7c, 5020 Salzburg.

For all disputes arising from or in connection with purchase transactions, the exclusive jurisdiction of the court with factual and local jurisdiction at the registered office of SEMSYSCO is agreed. Semsysco additionally reserves the right to take legal action against the supplier at his general place of jurisdiction.

Austrian substantive law applies exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly agreed to be waived.

Any claims of the supplier must be asserted in court within one year from the due date, otherwise these claims are excluded. The receipt by the court of the written statement initiating the proceedings determines the timeliness of the claim.

Status: January 2022