

General Terms and Conditions of Purchasing
ENAGES GmbH
Proleber Straße 4
A-8712 Niklasdorf
(Status October 2021)

1. General

Unless otherwise agreed in writing, the following General Terms and Conditions of Purchasing (GTCP) apply for legal transactions of ENAGES GmbH.

2. Confirmation of order

An authorised officer of the contractual partner must sign the order and return it to ENAGES GmbH within 7 days from the order being sent. Otherwise, the content of the order is deemed to be the content of the contract. Amendments or supplements to the contract must be made in writing.

3. Place of performance

Unless otherwise indicated in the order, the place of performance is the registered office of ENAGES GmbH.

4. Deadlines, penalty

The deadlines given in the order are binding and apply for the performance at the place of performance. If the agreed deadlines are exceeded, ENAGES GmbH is entitled to a penalty of 1% of the agreed remuneration, but a maximum of 15% of the latter, for each calendar day commenced of the delay, irrespective of other claims that go beyond this.

5. Remuneration

In cases of doubt, all prices (EUR) are exclusive of VAT and are fixed prices including packaging, transport and unloading carriage prepaid to the handover address at the place of performance. In the case of mail order purchases, the contractual partner is obligated – irrespective of the agreed form of dispatch – to conclude transport insurance in favour of ENAGES GmbH with regard to the goods dispatched.

6. Invoicing

One copy of each invoice is to be issued to ENAGES GmbH, Proleber Straße 4, A-8712 Niklasdorf and sent to ENAGES GmbH, Proleber Straße 4, A-8712 Niklasdorf. Your invoice must be sent as a letter pursuant to the provisions of Österreichische Post AG. Invoices can also be sent to ENAGES GmbH by e-mail, but only to reko@enages.at. In addition to the features pursuant to the VAT Act (UStG), the invoice must also include the order number and the items in the sequence given in the order. Incorrect or incomplete invoices will be returned and are thus deemed to have not been issued. After complete contractual performance, the contractual partner must issue a final invoice for the entire contractual content. Subsequent claims after the issuing of the final invoice are excluded.

7. Due date, discount, payments

Unless otherwise agreed, payment will be made within 30 days after receipt of invoice and full contractual performance less 3% discount, or net within 90 days. Payments are deemed to be made on time and ensuring entitlement to discount if they are authorised on the payment date following the end of the discount period or the occurrence of the due date. The payment date is Wednesday of each week. Unless the contractual partner objects in writing within 4 weeks, payments by ENAGES GmbH on the basis of invoice corrections exclude subsequent claims.

8. No set-off, transfer of contractual obligations

The offsetting of liabilities of the contractual partner towards ENAGES GmbH with receivables from the contractual relationship requires the explicit consent from ENAGES GmbH, irrespective of the legal basis therefor. The transfer of fundamental contractual obligations to third parties (subcontractors) requires consent from ENAGES GmbH.

9. Responsibility for construction and installation work

If, during the course of the contract implementation, construction or installation work that is to be carried out by the contractual partner is incurred, the contractual partner is joint and severally liable with all other contractual sections on the construction or installation site for the damage incurred during the construction and installation period to property belonging to us or third parties if the perpetrator cannot be established and the contractual partner does not provide evidence that it or its vicarious agents have not caused the damage. In addition, the contractual partner is solely responsible for the good order and compliance with all safety and protection regulations (Law on Occupational Safety and Health at Work for Employees [ASchG]) and of the Construction Workers Coordination Law (BauKG) during all work, transport, etc. associated with the fulfilment of the contract.

10. Delivery of goods (raw materials, semi-finished and finished parts, auxiliary and operating materials, tools, etc.)

The supplier undertakes - unless expressly excluded by ENAGES GmbH in writing - to deliver exclusively new goods (i.e. no

used goods, >2nd choice, reconditioned goods or similar). The supplier is also responsible for ensuring that the goods delivered are original goods (no imitations, replicas, etc.). Upon discovery of any defects, ENAGES GmbH is entitled to a 6-month period for complaint, to demand a rectification of defects free of charge for ENAGES GmbH, or to return the goods with full cost reimbursement for ENAGES GmbH. It is solely at the discretion of ENAGES GmbH whether a contextual case will result in a rectification or return of the goods.

Suppliers are obliged to check delivered material or goods for radioactivity before delivery to ENAGES GmbH. The transfer of radioactive materials to ENAGES GmbH is not permitted. All costs incurred in connection with the delivery, handover or transfer of radioactive materials (including indirect costs, consequential costs, loss of profit) shall be borne by the contractual partner.

In the case of delivered products that require additional information regarding installation, operation, use, maintenance, dismantling and safety, the supplier shall enclose appropriate documentation in German, with the structure of EN 82079-1, as a hard copy. Upon a request of ENAGES GmbH, the supplier shall also provide the documentation in electronic form. This must contain all descriptive, instructional and reference information for the installation, operation, use, maintenance, dismantling and safety of the entire scope supplied by the contractor. In case of any damage due to missing information, ENAGES GmbH is entitled to charge the costs incurred (including indirect costs, consequential costs, loss of profit) to the contractual partner.

11. Personnel leasing

Temporary workers must have the required qualifications (e.g. an electrician must have a skilled worker training (with "LAP") recognised in Austria) and must have a valid work permit in Austria. In the event of non-compliance, the hiring company is solely liable.

12. Warranty and compensation

The contractual partner's warranty obligation is based on the provisions of the Austrian Civil Code (ABGB). The warranty period is 3 years and commences with the complete fulfilment of all contractual obligations or – if such is agreed – with the formal handover. The (unreserved) takeover of non-contractually compliant deliveries or work/services is not deemed to be approval of defects or other deviations from the content of the contract. ENAGES GmbH has no obligation to give notice of defects pursuant to Section 377 of the Enterprises Code (UGB), the legal consequences of which are explicitly waived. In the event of a defect, ENAGES GmbH – irrespective of the type of defect – has the right to choose improvement (if necessary, through replacement or supplement of the missing item), an appropriate reduction in price or conversion. All damage caused by the contractual partner or its vicarious or procurement agents are to be reimbursed to ENAGES GmbH in the scope of Section 348 of the Austrian Enterprises Code (UGB). Any compensation claims of the contractual partner towards ENAGES GmbH, its employees or its vicarious agents are limited to cases of gross negligence or wilful intent and a maximum of three times the net total of the order.

13. Guarantee

For a period of 3 years from the complete fulfilment of all contractual obligations or, if such is agreed, the formal handover, the contractual partner guarantees that the subject of the contract is free of defects and has the properties and functionalities explicitly required in the contract or usually expected. The guarantee period begins to run anew for parts replaced or repaired as a result of the guarantee obligation.

14. Force majeure

All foreseeable or unforeseeable events which are beyond the reasonable control of the parties to the contract and which affect the performance of the contract shall be deemed to be force majeure. This includes, for example, official measures, sanctions, strikes, lockouts or other industrial action, terrorism, wars, riots, civil commotion, lightning, earthquakes, fire, storms, forces of nature, floods, epidemics, pandemics, embargo, sabotage, delays caused by transport, unavailability of means of transport, impossibility to obtain labour or materials from the usual sources, serious accidents at the contractor or his subcontractors, theft, explosions, etc.

In this case, ENAGES GmbH is entitled to interrupt or restrict the activities of the parties to the contract, provided that the other party is informed immediately of this delay. The obligations of the affected party will then be interrupted or restricted for the duration of the force majeure and for the time necessary to resume work. Dates and deadlines that cannot be met due to an event of force majeure shall be postponed/extended on a linear basis by the duration of the effects of the force majeure. Any additional costs to be expected by the contractor as a result of the interruption/restriction must be reported to the client no later than 5 working days. After this deadline, no costs can be registered or claimed.

If the contractor is unable to deliver the delivery or parts of the delivery to the agreed destination for reasons of force majeure, the contractor shall store all parts manufactured in whole or in part in a warehouse of his choice at his costs and risk for the entire duration of the interruption/restriction in a proper way.

If such interruption or restriction of activities exceeds more than 1 month or a total of more than 2 months within a 12-month period, then the client is entitled to terminate the agreement in writing. In this case, the contractor is only entitled to invoice demonstrably incurred costs that can be proven to have been incurred up to the date of the contract termination. Indirect

costs, consequential costs, loss of profit cannot be claimed in case of termination by the contractor.

No claims can be made by the contractor due to breaches of duty by the customer which have occurred in connection with force majeure.

15. Retention of title

All deliveries to ENAGES GmbH must be made free of reservations of ownership. Such reservations shall become invalid even without our express objection. Claims from deliveries to us may - in case of other invalidity or assignment - only be assigned with our express prior written consent.

16. Right to withdraw from the contract

ENAGES GmbH has the right - irrespective of other legal bases - to withdraw from the contract at any time and without giving reasons. In particular, this applies if:

- bankruptcy or settlement proceedings are requested or opened over the contractual partner's assets, or the opening of insolvency proceedings is rejected due to a lack of assets to cover costs. If a withdrawal is impermissible with regard to the provision of Section 25a of the Insolvency Code (IO), ENAGES GmbH is entitled, irrespective of other agreements reached, to only pay remuneration for deliveries and/or services after complete fulfilment;
- the fulfilment of the contract appears objectively at risk as a result of worsened commercial circumstances of the contractual partner and the contractual partner cannot furnish sufficient collateral for the fulfilment of the contract despite a request to do so;
- the contractual partner breaches fundamental provisions of the contract;
- the contractual partner commits an offence relevant under criminal law or that is an offence against morality or other action exists that is suitable to unsettling the relationship of trust between the contractual partners in the long term.

In the event of ENAGES GmbH withdrawing from the contract, the contractual obligations met by the time of withdrawal will be invoiced or reversed at the discretion of ENAGES GmbH.

17. Place of jurisdiction and applicable law

The agreed sole place of jurisdiction is the materially responsible regional court in Leoben. The application of Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is deemed to be agreed. The language of the case is German.