

# GENERAL PURCHASE TERMS (GPT)

Issued February 2021



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## I) Scope:

Our orders are exclusively based on these General Purchase Terms (hereinafter referred to as "GPT"). Any amendments to the GPT are only valid if they have been made in writing and have been accepted by us in writing. Fulfilment of contracts by us does not constitute acceptance of contractual conditions that deviate from the GPT.

In the case of any special agreements or contradictions in individual provisions of the contract, the sequence of priorities is as follows:

- a) Product or object-related special contracts (especially with regard to the fulfilment of quality requirements in compliance with "BS – British Standard").
- b) The GPT.
- c) The valid relevant technical standards and technical regulations with the exception of ÖNORM B2110.

Unless otherwise expressly stated within the contract, all of the supplier's terms of business or conditions of sale are excluded. The GPT that have been handed over or are published on our website at [www.gig.at](http://www.gig.at) apply for all orders until further notice. The supplier accepts our GPT on acceptance and execution of our order.

## II) Orders:

The order is based upon the content of our tender enquiry document with any and all terms, conditions or qualifications of your quotation excluded.

For fax or email transmissions, the time of the order is deemed to be the traceable date of sending of the order. Where orders are sent by post, the order date is deemed to be the order date plus one working day.

The contract is deemed to have been concluded if we receive your written order confirmation within 10 working days of the date of our order. If an order is not confirmed within this period or if it is delayed, we shall be entitled to withdraw the order. Call-offs of existing orders become binding no later than if the supplier does not object to the conditions of the call-off within 3 working days.

Additional costs associated with the execution of the order that have not been explicitly agreed are at the expense of the supplier.

You must not amend the content of the order in any way, and any such amendment will invalidate the offer contained within the order.

Our order number, the article number, commission number and point of delivery must be stated on all correspondence relating to our orders.

The supplier is liable in full for the consequences of delivery documents that are received too late or that are incomplete.

## III) Delivery, delivery date and withdrawal:

Agreed dates and periods are binding. If no delivery date is stipulated, prompt delivery is deemed to have been agreed and time is of the essence. If deliveries are made prior to the agreed date without our consent, we shall be entitled to refuse their acceptance or to apply the agreed payment terms from the agreed delivery date.

A complete delivery includes all the associated documents, in particular plans, installation instructions, test certificates or operating instructions especially for machines and installation parts as well as for service orders.

If a delivery date has been accepted that subsequently cannot be upheld, we must be informed of this immediately, together with a new binding delivery date. If we do not accept the new date, we are entitled to terminate the contract without setting a period of grace. The end of the delivery period is deemed to be the receipt of goods compliant with the terms of the contract at the agreed point of delivery. The supplier is liable for any damage caused by any delay that results from his failure to fulfil any part of the contract.

The supplier may only transfer the order or parts of the order to third parties with our prior written consent.

## IV) Shipping, packaging and proof of origin:

If no specific type of shipping has been agreed, the supplier must select the most appropriate form of transport. Proper packaging must be undertaken with suitable materials.

The supplier shall be liable in full for any damage that results from inadequate packaging, including all and any consequential costs suffered by us.

This applies even if the supplier has employed a third party for the transport. Until the transfer of ownership, the supplier must insure the goods against damage of all kinds at his own expense.

## V) Transfer of ownership and risk and acceptance

Transfer of ownership in the property of the goods occurs on handover of the delivery to us. This is based on the confirmation of acceptance of the delivery by our authorised employees. The obligation for inspection and notification of complaints in compliance with section 377 of the Austrian Commercial Code (UGB) is explicitly waived and therefore does not apply.

For cross-border consignments an invoice, delivery note and copy of the consignment note must be faxed to us on despatch of the goods, so that these documents are already available when the goods arrive.

## VI) Invoicing:

The suppliers' invoices must comply with the valid regulations of the VAT Act. [UStG].

The new regulation for invoicing in compliance with section 19, Clause 1a of the VAT Act [UStG] 1994 – transfer of tax liability applies for invoicing goods, including any associated building services nationally.

Invoices to which the new regulation applies must be issued without the statutory VAT regardless of whether this was indicated with the order.

The VAT ID number and the following text must be registered on the invoices: "The tax liability for this transaction must be incurred by the recipient of the service".

The commencement of the agreed term of payment is deemed to be the date of receipt of the invoice, insofar as the goods have already been delivered and accepted at this time. Otherwise the date of delivery of the goods applies in lieu of this.

## VII) Prices, payment:

The prices on which the order is based are fixed prices that will be charged regardless of any interim price increases. If the prices reduce between ordering and delivery, the lower prices must be charged.

Unless otherwise agreed, the prices are understood to be inclusive of all costs associated with the complete supply of the goods and/or services that are the subject matter of the

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contract, including packaging and free delivery to the point of delivery without the statutory VAT.

After delivery or provision of the service, payment will be made by the agreed date.

Unless otherwise agreed, the following terms of payment apply: 14 days after receipt of the goods or invoice minus 3% discount or 30 days net. In the event of our enforcement of a right to withhold all or any part of payment in respect of the service, there is a right to 3% discount in the event of payment within 14 days from the time when the reason for withholding payment ceases to apply.

The date of receipt of the goods or invoice is not included in the calculation of the payment term and neither are the periods of any company holidays that are advised.

No payment made under this contract shall be deemed to be our acceptance of the quality of the goods or service or of the compliance of the same with this contract.

In the case of a faulty delivery, we shall be entitled to withhold the total purchase price until all the faults have been remedied.

## VIII) Contractual penalty:

In case of delayed deliveries, unless such delay is directly due to a fault of ours, we are entitled to charge a contractual penalty to the value of 0.5% of the total value of the order for each day of delay rising to a maximum of 5%. We also reserve the right to claims for damages in addition to this, as well as the contractual penalty, if we accept a delayed delivery or service.

## IX) Warranty, guarantee, product liability, compensation and reservation of title:

The supplier guarantees and assures that all deliveries conform with the contract, to the state of the art, the relevant legal requirements and the relevant regulations and guidelines. Goods and services provided under this contract must fully comply with the foregoing requirements.

We are entitled to demand rectification, replacement, or a reduction in price, without prejudice to legal or other rights. If the supplier is delayed in his obligation to remedy the faults (maximum period of grace of 8 days) or is not willing or able to carry this out, we reserve the right to commission third parties to remedy the faults all and any costs associated with the foregoing will be at the expense of the supplier.

Unless otherwise agreed, the statutory warranty period applies, with the condition that in the case of resale of the delivered goods or their use for our products, the warranty period only commences on the date on which the warranty period for the product sold by us commences for the purchaser of this product.

Under no circumstances do payments that have already been made constitute the acceptance of the quality of the goods supplied. We are entitled to demand full reimbursement from the supplier for the costs associated with the fault. This particularly applies to the transport, dismantling and re-assembly costs associated with the replacement or improvement of the goods, as well as all associated additional costs.

If faults are remedied or improvements are carried out by the supplier during the warranty period, the warranty period recommences when the fault is remedied. For the entire period of the warranty, the supplier must prove that a fault that occurs during the warranty period did not already exist at the time of acceptance.

Unless otherwise expressly confirmed in the contract, no exclusions or limitations of liability in any respect, particularly with regard to the period or extent of warranty and/or retention of title in any of the goods or services, will be accepted.

In the case of a faulty delivery, we shall be entitled to withhold the total purchase price until all the faults have been remedied.

## X) Transfer of contract and assignment:

You have no right to transfer the contract either wholly or in part to another company without our written consent.

## XI) Safety regulations and obligation to inform:

The supplier must comply with all applicable technical and safety regulations, especially the Austrian and European standards, as well as the general regulations for the protection of employees and the guidelines for the transport of hazardous substances.

Furthermore, the supplier is obliged to provide us with the maximum care and information possible.

## XII) Customer protection

The supplier will not advertise nor market its own goods nor conduct services to any customer, potential or otherwise, of ours.

A customer in the sense of this contract is deemed to be any natural or legal persons under private law and public law, who become known to the supplier due to us providing the supplier with this customer's details or making the supplier aware of this customer in any other way.

The customer protection ends 24 months after the end of the contractual relationships between us and the supplier.

In the event of a breach of this point, it is agreed that there will be a penalty of EUR 50,000.00 per breach and calendar day for each individual breach.

## XIII) No set-off

Offsetting against our claims with counterclaims of any kind whatsoever is excluded.

The supplier shall have no right of retention or other right to refuse performance, not even the concurrent defence, irrespective of whether we have fulfilled the obligations arising from the contract or other contracts within the scope of our business relationship, in particular irrespective of whether we have fulfilled our payment obligations.

## XIV) Confidentiality agreement/advertising:

The contractual partners commit to treat all technical and commercial details that become known to them through their business relationship and that are not generally known, as business secrets and to keep these confidential. In particular, the protected data includes technical data, purchased quantities, prices and information concerning products and product developments, present and future research and development projects, customer data, as well as all business data from the contractual partners. Furthermore, the supplier is obliged to conceal all illustrations, drawings, calculations and other documents that he has received and only to disclose these to third parties with our explicit consent insofar as the information that they contain is not generally known.

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If the supplier intends to use photos or drawings of objects that have been sent to him in the course of the orders or are contained in the customer's documents for his own reference lists or advertising purposes, explicit written permission must be obtained from GIG FASSADEN. The same obligation must be imposed on subcontractors and employees.

This obligation applies indefinitely beyond the end of the contractual relationship

In the event of a breach of this point, the supplier commits to pay a penalty of EUR 50,000.00 per breach and calendar day for each individual breach.

## XV) Place of performance:

The place that we stipulate in the order is deemed to be the place of fulfilment for delivery and payment, even if the handover of the goods is agreed at a different location.

## XVI) Applicable law and place of jurisdiction:

The application of Austrian national law is deemed to have been agreed for the contractual relationships, their processing, termination or any disputes resulting therefrom to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the exclusion of the reference standards of international civil law.

The sole place of jurisdiction is agreed to be the local court of competent jurisdiction responsible for our company within the judicial district of Wels Regional Court. Furthermore, we are entitled to bring actions before any other admissible court.

## XVII) Validity:

If any individual provisions of these GPT or the contract become ineffective due to changes in the legal basis, this does affect the remaining provisions. The legally untenable provision is to be replaced by a valid provision that serves the aim and purpose of the original valid provision.

## XVIII) Human Rights, environmental protection and waste management – Code of Conduct

By accepting the order, the supplier guarantees to observe human rights and undertakes, at our request, to furnish evidence of its compliance with the current environmental and waste management plans.

Furthermore, we expect that our suppliers conduct themselves in accordance with the following code, that also applies to us:

### Environmental code:

We strive to preserve and improve the environment; for suppliers, this means:

- No use of raw materials that originate from any environmentally incompatible production;
- No use of raw materials that result in the destruction of tropical forests or the exploitation of which endangers biodiversity;
- No use of animal products obtained through animal cruelty or inappropriate confinement of animals.

### Social code:

We place great value on the fact that the products we procure are manufactured under socially acceptable conditions, which means:

- Compliance with human rights
- No discrimination
- No child labour
- No forced labour or coercion
- The right and freedom to set up interest groups
- Compliance with legal regulations
- Compliance with minimum wages and benefits
- Health and safety
- Environmental awareness.

### Code of conduct:

According to the values for which we stand, we are committed to ethically correct conduct and compliance with the principles that we have stipulated in our code of conduct. These primarily include:

- strict rejection of bribery and corruption
- avoidance of conflicts of interest
- rejection of inappropriate gifts or invitations
- strict rejection of insider transactions
- discretion with confidential information.

### XIX) Regulations for the protection of employees and employment of foreign workers:

It is obligatory that all statutory regulations pertaining to the protection of employees and the employment of workers are upheld and that all the necessary official permits are obtained by the supplier.

### XX) Miscellaneous:

All quotations made by suppliers are free of charge. The documents sent with the enquiries must be returned with the quotation. Copies can only be produced with our consent. The supplier explicitly acknowledges this right on acceptance of the enquiry documents. We are entitled to demand the return of our documents at any time. In this case, all copies made by the supplier must be irrevocably destroyed.

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Attnang-Puchheim, February 2021  
**GIG FASSADEN GmbH**  
Industriestraße 30  
4800 Attnang-Puchheim, Austria  
Company register FN 286499 y

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