

Purchasing conditions

3DM GmbH, Glemmerstraße 41, 5751 Maishofen, Austria, hereinafter referred to as „Rieder purchasing conditions“

General matters:

We order exclusively on the basis of these terms and conditions of purchase. These purchasing conditions apply to all purchase, work and service contracts we have concluded, regardless of how they may be individually referred to. Wherever the term “contractual partner” is used in the following, it refers to the contractual partner commissioned by Rieder with a delivery, work or service Rieder may request that deliveries from a purchase, work, or service contract be made to another company that is not a contractual party. If invoices are issued to such a company, Rieder acts as agent for this company. The conditions of the contract concluded with Rieder also apply to this company.

Contractual basis:

The legal relationships with the contractual partner are exclusively governed by these purchasing conditions and by individual agreements related to them. An individual agreement takes precedence over these purchasing conditions. The general terms and conditions of the contracting party do not apply even if we have not expressly objected to them. These purchasing conditions also apply to subsequent orders – whether given in writing or verbally – without us having to refer to them separately.

Formal requirements:

Orders are only legally binding for us if they are placed in writing. The contractual partner must accept orders in writing without delay. The order is considered accepted without any changes if no written objection is made or it is not accepted in writing differently within 48 hours of its arrival. A divergent acceptance is to be seen as a new offer and requires our explicit written acceptance. Our order number must be quoted in all documents relating to the order, invoices in particular. Otherwise, we are entitled to return them without processing and to treat them as not having been received by us. Verbal or telephone orders require our subsequent written order to be valid. The contractual partner may also send documents to us by email or fax. However, if these arrive outside our business hours (Monday to Thursday from 7:00 to 5:00 pm, Friday from 7:00 am to noon), they are considered to have been received only at the start of the next business day.

Passing on the order/downstream suppliers:

The order placed may not be subcontracted, in whole or in part, without prior consent. Downstream suppliers must be disclosed. No legal relationship arises between us and the subcontractors or downstream suppliers. The contractual partner is liable for the selection and fault of its subcontractors and downstream suppliers and for any consequential costs. The transfer of rights and obligations arising from the contract by the contractual partner to third parties requires our prior explicit written consent in the case of both individual and universal succession. We are entitled to transfer the rights and obligations from the contract to third parties with a debt-discharging effect by way of singular succession.

Prices:

Offers, regardless of the preliminary work required for them, are free of charge and non-binding. Agreed prices are fixed prices, delivered free to the destination, and include all costs of the contractual partner, e.g., for quality management, functional and quality inspections, packaging, documentation, and any necessary approvals and insurance. During the term of the contract, the contractual partner will supply/provide us with products/services/works at competitive prices, quality, performance and technical function. Should we consider the products/services/works to be non-competitive, even if they are delivered in accordance with the underlying contract, we will inform the contractual partner, stating the reasons. We will then attempt to find an amicable solution with the contractual partner. However, if this is not achieved within 30 days, we have the right to terminate the contract concerning the non-competitive product/service/work, giving a notice period of 30 days. Individual orders placed prior to termination remain unaffected.

Delivery/delivery date/force majeure:

For shipping, both in cross-border and correspondingly in non-cross-border traffic, the INCOTERMS 2010 apply. If no specific clause has been agreed upon, the clause “DDP” delivery address of the Rieder Group INCOTERMS 2010 applies. The contractual partner must ensure proper packaging. Shipping and packaging costs as well as costs for any transport insurance due shall be borne by the contractual partner. All deliveries must be accompanied by appropriate shipping documents (in particular detailed information on the contents), otherwise we are entitled not to accept them.

The delivery or service must take place on the agreed date at the specified receiving point within the specified acceptance times. What matters is the arrival of the goods at the delivery address or their successful acceptance. We may reject deliveries or services or parts thereof and/or return them at the contractual partner's expense if they are made before or after the specified time/period or in larger or smaller quantities than indicated in the order.

All agreed delivery or service dates are fixed dates (fixed transaction within the meaning of Section 919 ABGB (Austrian General Civil Code)) with the right to otherwise withdraw from the contract, unless we insist on the fulfilment of the contract. If the contractual partner can already recognise before the agreed date that a timely delivery will not be made in whole or in part, they must inform us of this immediately, stating the reasons and the expected duration of the delay.

Furthermore, even if we insist on fulfilment, we are entitled to claim compensation for all damages, including lost profits and all indirect financial and consequential damages. In the event of a delay in delivery, the contractual partner is obliged to pay a penalty of 2% of the total order value for each week or part thereof of the delay, up to a maximum of 10% of the total order value, until the delivery/service has been completed. We reserve the right to assert claims for damages. The contractual penalty is not subject to judicial mitigation.

In the event of force majeure (e.g., war, fire damage, flooding, traffic disruption, strike), we are released from the obligation to accept delivery for the duration of the disruption and are also entitled to withdraw from the contract without the contractual partner incurring any claims against us as a result.

Shipping Instructions/labelling:

Shipping instructions issued by us must be strictly adhered to; in the event of any damage or costs arising from non-compliance with shipping instructions or agreed shipping conditions (e.g., additional freight, wagon demurrage charges), the contractual partner is fully liable to us for such damage and costs. If there are no shipping instructions or shipping conditions, the most favourable shipping and delivery methods for us must be chosen. Shipping through a freight forwarder always requires our approval; in this case, our shipping instructions and our order number must be communicated to the freight forwarder and, where necessary, to the carrier. The delivered items must be labelled according to our regulations or existing documentation requirements, such that their origin and production date (e.g., through part number, order number, part designation) can be clearly identified.

Acceptance:

Acceptance of the delivery is always subject to inspection for correctness, usability and freedom from defects. The notification of defects in a delivery is always considered to be made promptly if it is submitted within 14 days of acceptance for obvious defects, and within 30 days of discovery for hidden defects. For goods that are typically left in their packaging, defects that only become visible upon removal from the packaging are considered hidden defects; deliveries that show obvious defects are not accepted and are immediately returned to the contractor at their expense.

Invoicing/Payment/Set-off:

Invoices must be sent to us in triplicate after delivery or performance, unless otherwise stipulated. In addition to the order number, all order data, the shipping method and the delivery note must be noted on the invoices. The invoices must contain all legally required details to ensure our input tax deduction and to comply with customs regulations. Additionally, service invoices must be accompanied by corresponding service and material slips. The payment term begins at the time of receipt of the invoice or goods or upon the completion of the service provided or final acceptance, whichever is later; however, in the case of delivery before the agreed date, no earlier than the originally agreed date. Payment for accepted deliveries or services is made, unless otherwise agreed, within 14 days with a 3% discount or net within 30 days. Payment does not imply acceptance of the delivered item/service and does not acknowledge the conformity of the delivery/service to the contract. Offsetting against our claims is not permissible unless these claims are acknowledged or have been legally determined by a court of law. We are entitled to offset counterclaims, including those from group companies, against the claim of the contracting partner. The contractual partner is not entitled to a right of retention.

Warranty:

For the order-compliant execution of the delivery/service and compliance with all relevant legal regulations, for a proper and state-of-the-art construction, for the quality of the execution, for guaranteed properties, and for the use of flawless materials, the contractual partner provides a warranty of 36 months for movable items and 60 months for immovable items or items intended for installation in or use with immovable items.

The warranty period begins with the acceptance of the delivered item by our

end customer, or in the case of exclusive use by us, with the unchallenged acceptance of the delivery/service by us. There are no obligations to inspect and notify of defects before the complete delivery or performance. Our incoming inspection is limited to errors that are clearly visible, such as transport damage, incorrect deliveries, over-deliveries or under-deliveries. Such defects must be reported within 14 days of delivery. There is no further obligation for an immediate inspection of the delivery/service upon handover and the notification of any defects (commercial defect complaint). Instead, we are entitled to assert warranty claims due to defects occurring at any time within the warranty period.

In the event of a warranty claim, we have the right, at our discretion, to request free improvement or replacement of the defective delivery/service, to have the defect improved by another party at the expense of the contractual partner, to immediately terminate the contract or to request a corresponding price reduction.

When the contractual partner remedies the defect, the warranty period starts again for the entire delivery/service affected by the defect after acceptance of the improvement by us, and all costs incurred in rectifying the defect are borne by the contractual partner. Claims for damages remain unaffected by the warranty described above. The contractual partner guarantees the provision of training, maintenance and repair services as well as the supply of wear and spare parts for a period of 10 years from the date of delivery.

Damages:

The contractual partner is liable for all damages that result from a delayed or defective delivery/service due to their own fault or the fault of assistants involved in the execution of the contract.

The contractual partner expressly declares by accepting the order that there are no rights, especially no third-party intellectual property rights, attached to the object of the delivery. The contractual partner undertakes the obligation, if third-party rights are nevertheless asserted, to indemnify us and fully compensate us for any resulting damage.

In cases where damages are caused by an actual or alleged defect - if this allegation cannot be refuted without a thorough examination of the delivered item - of the delivered item, violation of the delivery or service contract or any other unlawful conduct by the contractual partner, the contractual partner is obliged to indemnify us and our representatives, assistants, members of the board, authorised dealers, importers and other companies that sell the goods or products into which the delivered items are integrated, as well as their customers, from all claims, costs, damages and expenses, including legal fees. If we are held liable by third parties under the provisions of the Product Liability Act, the contractual partner bears the burden of proof that there is no defect in the delivered product within the meaning of the product liability regulations. The contractual partner is obliged to assist us in a legal dispute with third parties and to indemnify us fully from all third-party claims. This also applies if the delivery item is only a part of the services provided by us to third parties. The contractual partner is required to indemnify us and our representatives, assistants, board members, authorised dealers, importers and other companies that sell the goods or products into which the delivered items are integrated, as well as their customers, from all claims, costs, damages and expenses, including legal fees, arising from or due to a recall action, to the extent that it was necessary due to the delivered item or the performance of the contractual partner.

The contractual partner must take out insurance at their own expense covering its liability towards us and third parties to the extent required.

Manufacturing equipment/Confidentiality:

Manufacturing equipment refers to production facilities, operational resources including testing and measuring equipment (e.g., gauges), dies, samples, tools, components, models, drawings, printing plates or any other aids required for the production and testing of the delivered items. Manufacturing equipment that we provide to the contractual partner to fulfil their contractual obligations remains our physical and intellectual property.

This manufacturing equipment may only be used for the execution of our orders and may not be made available or transferred to third parties without our prior written consent. After execution of the order they are to be returned to us free of charge. The contractual partner undertakes, at their own expense, to store, maintain and service our manufacturing equipment until the receipt of written instructions from us, in a manner that prevents damage, including damage caused by force majeure. The contractual partner undertakes to protect all operational and business secrets that become known to them during the execution of the order. Subcontractors, downstream suppliers and employees of the contractual partner must be obligated accordingly.

The obligation to maintain business and operational secrets applies indefinitely, even after the termination of the business relationship.

For each violation of the aforementioned obligation, the contractual partner commits to paying a penalty, the amount of which we determine at our reasonable discretion, but which is at least € 50,000.00 (fifty thousand euros). Any rights going beyond this remain unaffected.

Intellectual property rights:

If the purchase/order from Rieder or the service for Rieder results in new inventions or designs, all intellectual property rights belong to Rieder. If the contractual partner has significantly contributed to the development at their own expense, then the intellectual property rights belong jointly to both contracting parties, and both parties can independently exploit these rights. The contractual partner is aware that the production of parts on their own account or on behalf of third parties is not permitted if Rieder holds intellectual property rights to these parts or if Rieder has provided the contractual partner with know-how or equipment for the production or development of these parts.

Quality:

The contractual partner ensures that their deliveries and services comply with the state of the art, safety, quality, legal and other regulations, the agreed-upon technical data and the warranted characteristics.

The contractual partner should establish and demonstrate an appropriate quality management system, such as ISO 9001/9002. We have the right to verify the effectiveness of the quality management system on site.

In the case of series delivery, the series production may only commence after our written approval of the sample.

For initial sample inspections, reference is made to VDA publication 2 "Assuring the quality of deliveries - supplier selection, sampling, quality performance in series production". Irrespective of this, the contractual partner must continuously monitor the quality of the delivered items.

If contractual or customary documentation requirements exist for the delivered items/services, the contractual partner must maintain the appropriate records and retain the inspection documents/documentation for 15 years after the completion of the last delivery and present them to us if required.

For materials and items from which, due to their nature, properties, or condition, hazards to the life and health of people, the environment and property can arise, and which, therefore, require special treatment in terms of packaging, transportation, storage, handling and waste disposal according to regulations, the contractual partner will provide us with a safety data sheet or accident information sheet that complies with the applicable legal requirements.

Early termination:

We are entitled to terminate the contract concluded with the contractual partner prematurely in the following cases:

- a) The filing or commencement of bankruptcy or composition proceedings or the non-opening of such proceedings due to lack of cost coverage, the pursuit of an out-of-court settlement or
- b) the acquisition of the contractual partner by a competitor or
- c) upon repeated or serious breach of the contract and these general purchasing conditions.

Miscellaneous:

The place of performance for delivery and payment is, unless otherwise specified, the delivery address of the respective Rieder Group company. Austrian law applies to this contract. The application of UN sales law is expressly excluded. Disputes are to be exclusively resolved before the competent court in Salzburg, Austria. However, we have the right, at our discretion, to sue the contractual partner in any other court that may have jurisdiction under national or international law. If individual provisions of the contract should be ineffective, the effectiveness of the remaining provisions and the contract as a whole will not be affected thereby.

Headings in these purchasing conditions are for convenience only and may not be used for interpretation.

In case of doubt, the German version of these purchasing conditions applies. Changes and additions to contractual agreements with the client must be made in writing. Declarations made by fax or email meet the written form requirement.