



GENERAL TERMS AND CONDITIONS OF PURCHASE (January 2021)

ECON GmbH

Biergasse 9, A-4616 Weißkirchen

1. Terms and Conditions

All orders and purchases by **ECON GmbH**, Biergasse 9, A-4616 Weißkirchen, Austria (hereinafter referred to as ECON) are made exclusively on the basis of these General Terms and Conditions of Purchase in the current version (hereinafter referred to as GPC). The execution of the order counts as acceptance of our purchasing conditions.

Contractual conditions contradicting these GPC, in particular the supplier's terms and conditions, are hereby expressly rejected.

Deviations from the GPC require the prior written consent of ECON in order to be legally valid. In the event of any contradictions between individual documents, the following ranking applies:

- The order from ECON
- Any existing framework agreement
- These conditions of purchase
- Technical performance quality and other agreements

2. Order and conclusion of contract

Orders through ECON must be made in writing in each individual case to be legally valid. Orders from ECON require a corresponding order confirmation from the supplier in order for the contract to be effective. The supplier must immediately confirm the order by means of an order confirmation. Until receipt of a confirmation, ECON is entitled to revoke its order in whole or in part at any time. No claims arise for the supplier as a result of this. Silence on the part of the supplier regarding an order from ECON is deemed to be acceptance of the order after a one-week period has expired.

Unless otherwise stipulated in writing, offers by the supplier are binding for a period of at least 12 weeks of receipt by ECON.

3. Prices and documentation

Prices apply "DDP according to Incoterms as amended" and are fixed prices that are not subject to any increase. In the case of cost estimates by the supplier, their accuracy is guaranteed.

The price also includes in particular that the supplier provides ECON with progress reports upon request. The provision of complete and correct documentation is an essential and inseparable part of the overall scope of delivery. Such documents relate to manufacture, origin, quality control, safety regulations, dispatch, transport, export, import, customs clearance, identification, storage, assembly, training, commissioning, repair, maintenance, procurement of spare parts, etc.

Should the supplier not be able to submit the documents to ECON on time, they are in default with the fulfilment of the entire contractual obligation.

In addition, the supplier is obliged, upon request by ECON, to submit a long-term supplier declaration for all items delivered by them, in which they confirm the preferential status of the delivered goods.

4. Authority

The supplier guarantees that they have all the prerequisites necessary for the execution of the order, such as, in particular, but not exclusively, adequately trained personnel, technical systems, industrial property rights, know-how, etc.

The supplier also guarantees that they have all the official and other permits, authorizations and/or approvals required to execute the order, regardless of whether they relate to public or private law.

5. Delivery

The agreed delivery date must be strictly adhered to; advance or partial deliveries require the consent of ECON. Additional deliveries that exceed the ordered quantity can be kept at ECON's discretion or sent back at the expense and risk of the supplier. Foreseeable delivery delays are to be reported to ECON immediately.

If the supplier is in default of delivery or remedy, ECON is entitled – irrespective of further claims, such as fulfilment, compensation, etc. – to withdraw from the contract by setting a reasonable grace period. Unless the grace period is shorter in individual cases due to operational requirements of ECON or contractual obligations of ECON towards third parties, it is a maximum of 14 calendar days.

In any case, ECON is entitled to cover the delayed delivery of goods at the expense of the supplier as well as to assert other damages. The delivery period begins with the date of the order. The supplier is responsible for the deliveries and services of their subcontractors as well as for their own deliveries and services; the subcontractors of the supplier are considered to be their vicarious agents.

The delivery takes place "DDP according to Incoterms as amended" to the destination specified by ECON in the order. If, in exceptional cases, a different delivery condition is agreed in writing, the transport instructions issued by ECON must be followed.

The dispatch takes place in packaging that is suitable to protect the goods from damage caused by stresses and strains that are typical for the selected transport. There are no packaging costs for ECON.

A delivery note with details of the order number (including the order number as barcode 128) and the ECON article numbers must be enclosed with each shipment. If a shipment consists of several packages, each must be provided with the ECON order data and a packing slip. Without appropriate delivery documents, ECON is entitled to refuse to accept the delivery and the delivery is deemed to be too late.

6. Place of fulfilment

The place of fulfilment for all liabilities resulting from the business relationship is agreed to be the location of ECON in A-4616 Weißkirchen or, in deviation therefrom, the receiving point prescribed by ECON.

7. Payment

Invoices are only due for payment after complete delivery and proper invoicing, even if partial deliveries are accepted. Likewise, the discount period does not start until the delivery is complete and the invoice has been properly submitted.

Irrespective of any deviating written agreements in individual cases, invoices issued to ECON are due for payment within 30 days of receipt of the invoice after complete delivery and proper invoicing; if a partial invoice or the final or total invoice is paid within 14 days, the supplier grants a 3% discount. In any case, payments are deemed to have been made on the date the ECON account was debited. When sending checks, payment is deemed to have been made one working day after ECON has sent the check.

In the case of deliveries before the agreed delivery date, the term of payment and the discount period only start from the delivery date specified in the order.

8. Offsetting prohibition / prohibition of assignment

The supplier is not entitled to offset any counterclaims it might have against ECON for whatever title against claims by ECON, unless ECON has recognized the supplier's claim in writing or this has been legally established by a court.

The supplier is not entitled to assign claims they have against ECON to third parties or to otherwise dispose of them in favor of third parties. Any assignments or other dispositions made contrary to this prohibition are legally ineffective without the express written consent of ECON.

9. Warranty and guarantee

Information on characteristics, properties or intended use of the goods or services ordered are deemed to be guaranteed by the supplier in the sense of an express assurance. In addition, the supplier guarantees that the goods and services ordered are of first-class quality and are fully functional, free of rights or claims by third parties, especially those based on commercial or other intellectual property.

The warranty and guarantee period is, unless otherwise agreed in writing, 24 months from acceptance of the goods by ECON. The applicability of § 377 UGB (Austrian Commercial Code) is excluded by mutual agreement. The supplier is therefore not entitled to raise the objection that a notification of defects has not been made, has been delayed or has not been formally correct. If ECON notifies a defect within the guarantee period, it will be assumed to exist at the time of handover to ECON, in waiver of the presumption rule of § 924 ABGB (General Civil Code). If a defect is reported out of court within the warranty period, ECON is entitled to assert guarantee and/or warranty claims from the reported defects up to 6 months after the warranty period has expired. The statutory limitation periods apply to claims for damages by ECON.

In the event of liability, ECON has the right, irrespective of the other legal options, even in the case of remediable defects, to demand free replacement delivery, conversion, free removal of the defect or an appropriate price reduction, or, after consultation, to have the defect repaired at the expense of the supplier.

Any travel times, inspections and transports are at the expense of the supplier. The warranty and guarantee period begins anew at the time of the complete elimination of defects, also with regard to the originally defect-free parts (service).

Several suppliers are jointly and severally liable to ECON as joint and several debtors.

Liability on the part of ECON and of third parties acting on behalf of ECON is excluded in any case for slight negligence; this also applies in connection with damage reduction obligations.

10. (Product) liability and insurance

In the event that claims are made against ECON due to product liability or other consequential damage or damages, the supplier is obliged to indemnify ECON from such claims, provided that the damage is caused by a defect in the contractual item delivered by the supplier or by a breach of contract by the supplier or their vicarious agents. If the cause of the damage lies in the area of responsibility of the supplier, they bear the burden of proof that they neither caused nor are responsible for the damage. It is up to the supplier to take out the necessary insurance. On request, the supplier will send ECON the corresponding insurance confirmation.

11. Cancellation of the contract

ECON is entitled to withdraw from the contract at any time, not only in the case of contracts for work and services, but also in all other contracts without giving reasons. In the event of such a withdrawal from the contract on the part of ECON and the subsequent reversal of the contract, the supplier has the right to reimbursement of the detailed, proven cost of the goods against handover of the processed parts, provided that goods have already been manufactured on the basis of an order according to

individual wishes and specifications of ECON, insofar as other utilization is impossible. Further claims of the supplier, in particular compensation payments of any kind whatsoever, are excluded. ECON has the right to withdraw from the order if the supplier violates an essential contractual obligation.

12. Right of retention

Rights of retention and the right to refuse performance of the supplier are excluded, unless they are contrary to mandatory statutory provisions. If there is a defective delivery or if the supplier is in default, ECON is entitled to withhold its performance from the contract until complete, faultless fulfillment, even if an advance performance was expressly agreed by ECON.

13. Industrial property rights and copyright

All rights of ECON to copyrighted or otherwise protected works, documents such as drawings, plans and samples of whatever kind, know-how, samples, patents etc. are expressly reserved. Such works, documents, know-how, samples, patents, etc. may not be made accessible to third parties, passed on to third parties or used for the supplier's own purposes without the written consent of ECON in each individual case. In case of doubt, such consent is deemed not to have been given.

14. Severability clause

If individual provisions of the contract or these provisions should be ineffective, the validity of the remaining provisions will not be affected. The invalid provision will be replaced by a valid one that comes as close as possible to the intended goal.

15. Place of jurisdiction and law

The competent court at the headquarters of ECON, 4600 Wels, has exclusive jurisdiction to decide on all disputes arising from the contract – including those about its existence or non-existence. The contract is subject to Austrian substantive law of the United Nations Convention on Contracts for the International Sale of Goods.

16. Additional conditions for work based on materials, tools, samples and/or other objects provided by ECON

All materials, substances, tools, samples and/or other items made available by ECON to the supplier or on its instructions to third parties remain the sole property of ECON; any related disposition restricting ECON's property is not permitted. The supplier is obliged to make ECON's property visible to third parties at all times, in whatever way. The supplier is obliged to treat materials, substances, tools, samples and/or other items made available in this way with care and to store them carefully. Upon ECON's first request, without prejudice to other rights, the supplier is obliged to surrender the materials, substances, tools, samples and/or other items including the workpieces created by the supplier; this applies in particular, but not exclusively, if insolvency proceedings are opened

against the supplier or not opened due to a lack of cost-covering assets or if ECON, for whatever reason, declares its withdrawal from the contract. The supplier's rights of retention and the right to refuse performance are excluded, unless otherwise required by mandatory statutory provisions. The supplier must inform ECON immediately in writing of all events affecting ECON's property, in particular, but not exclusively, seizure, confiscation, claims by third parties, etc. In addition, the supplier has to take all measures, whether judicial or extrajudicial, at their own expense and risk, which are necessary to avert encroachments on property rights. At the request of ECON, ECON must be provided with the first item for verification purposes, in particular for verification prior to acceptance.