

GENERAL PURCHASE CONDITIONS

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1 GENERAL

- 1.1 These general purchase conditions apply to all purchase contracts, special-order contracts and employment contracts concluded with suppliers, however they may be individually described, and other agreements made with suppliers in connection with these contracts.
- 1.2 Business conditions of the supplier deviating from this will not be accepted, not even if they are conveyed to us in a letter of confirmation or in any other way, or if we accept the delivery or service of the supplier without contradicting the conditions of the supplier.
- 1.3 In the case of a further business relationship, later follow-up orders also granted by word of mouth, even without a separate notification are considered to be granted under these general purchase conditions.
- 1.4 Additional agreements, deviations from these conditions, supplements, the exclusion of these conditions, as well as agreements and declarations need to be set down in writing in order to be effective. This also applies to the waiver of this requirement of the written form.
- 1.5 The supplier is not entitled without our agreement to render due services entirely or partially by subcontractors.
- 1.6 The validity of the contract and of these conditions is not affected by a potential ineffectiveness of terms of these general purchase conditions or other terms of the contract. In the case of a potential ineffectiveness, the parties to the contract are obliged to make instead an effective provision that comes as close as possible to the ineffective term.

2 ENQUIRIES AND OFFERS

- 2.1 Our enquiries are without obligation. If the supplier deviates in his offer from our enquiry, he must make express reference to this. The supplier is bound to his offer for at least 90 days after we have received the offer. Offers and cost estimates by the supplier and necessary preparatory work (visits, samples, plans, drawings) are free of charge and will not be returned.

3 ORDERS AND ORDER CONFIRMATION

- 3.1 For us orders are legally binding only if they are made in writing. When we make an order, an order confirmation is to be sent to us without delay. If we do not receive this within seven days from the date of our order, we are no longer bound to our order. If the order confirmation of the supplier deviates from our order, this deviation becomes legally binding only if it is confirmed in writing by us. Orders can be revoked by us without stating any reasons up to seven days after receiving the order confirmation.
- 3.2 In all written documents, especially invoices, our article and ordernumber is to be stated.

4 DELIVERY

- 4.1 Deliveries are to be made within the delivery times Monday to Thursday, from 8 a.m. to 12 p.m. / 1 p.m. to 3.30 p.m. and on Fridays from 8 a.m. to 12 p.m. to the reception point stated by us, free of all expenses and at the supplier's risk and expense. As noted on the order the place of receipt is either:
Gewerbepark Harham 2, 5760 Saalfelden, Austria

Kitzsteinhornstrasse 63, 5700 Zell am See, Austria
Morgenstraße 11, 6890 Lustenau, Austria.

Or, depending on individual agreement, to a different delivery location.

The supplier has to ensure appropriate packaging. Forwarding and packaging charges as well as, where applicable, the costs of transport insurance, are to be covered by the supplier. We do not accept cash-on-delivery packages.

- 4.2. Deliveries have to be processed according to our instructions. The extent of the service obligation of the supplier results from the specifications and service descriptions conveyed when the contract is concluded. If these are lacking, the extent of the service obligation results from the statements made in the offers and brochures of the supplier. The delivery must correspond to national and international regulations concerning safety, packaging and hazardous materials. Documents relevant to the delivery have to be enclosed; if this is not the case, we are entitled not to accept deliveries. The invoice is not acceptable as a dispatch note.
- 4.3. All deliveries have to occur devoid of the reservation of proprietary rights.

5 DELAY

- 5.1 The agreed delivery and service dates are fixed dates. Partial deliveries may only be carried out with our permission. In the absence of a deviant agreement, delivery periods begin on the date of our order. If the agreed delivery or performance date is not adhered to, the supplier – even without a reminder from us – is in default. In this case, irrespective of possible other legal rights and without determining a time extension, we are entitled to withdraw from the contract, regardless of why the delay occurred.
- 5.2 The unconditional acceptance of delayed deliveries or services does not indicate any renunciation of our rights concerning non-adherence to the delivery or service date.
- 5.3 Irrespective of this the supplier has to inform us in due time about expected delays in the delivery or service by stating the reasons and the probable duration of the delay. The obligation to adhere to the agreed delivery or performance date is thereby not annulled. Even in this case we are entitled to withdraw from the contract without waiting for the agreed date and without determining an extension period. The supplier can only refer to the lack of necessary documents to be delivered by us if he has made an urgent request in writing for the documents.
- 5.4 In so far as nothing else is stipulated, as regards the despatch of the goods, the most favourable possibility for us and the method most likely of conforming to the agreed date is to be chosen.
- 5.5 Even an earlier delivery is only allowed with our consent. The payment periods in any case do not begin until the agreed delivery date. If deliveries are made outside the agreed delivery period, all storage costs thereby resulting for us are to be recompensed.
- 5.6 In the case of deliveries from abroad the supplier has to add free of charge the valid proof of preferential status (declaration of origin, movement of goods certificate, preferential origin document, certificate of origin, etc.), which in the country of destination of the goods is necessary for the import, that is to say the most favourable import customs clearance. Where applicable export licences have to be procured at his expense.
- 5.7 If the delivery date is not adhered to, the supplier has to pay a penalty of 1% of the overall order value of the delivery for each begun week of the period outside the agreed term, however, a maximum of 5% of the overall order value. If we withdraw from the contract because the supplier is in default or if the supplier is no longer able to meet the agreed service, then in any case 5% of the overall order value of the delivery is to be paid as a penalty. We reserve the right to make a claim concerning damage going beyond this.
- 5.8 If we are prevented by any circumstances beyond our control from accepting and or taking over the delivery or service, this does not justify any default in acceptance.

6 GUARANTEE, COMPENSATION

- 6.1 The supplier takes over responsibility for his delivery or service having the assured or usually assumed qualities, corresponding to the status and recognized technical regulations as well as the specifications and norms that are to be applied and also corresponding to samples taken as a basis. This also applies even if the delivered goods or parts of them were not manufactured by the supplier. The supplier provides a guarantee lasting two years following delivery of the object without any complaints or following the conclusion of the service without any complaints.
- 6.3 In the case of a claim being made under guarantee we have the right according to our choice to demand replacement delivery, improvement, price reduction, or to remedy ourselves the defect or to have it remedied by a third party at the expense of the supplier, or even in the case of slight defects to change the contract. By the approval, where applicable, of drawings and calculations of the supplier, his responsibility to provide a guarantee is not affected. If the defect is remedied by the supplier, the term of guarantee begins anew when the improvement is accepted by us for the entire delivery/service affected by the defect. A contractual waiver of the validity of § 933 ABGB (Austrian General Civil Code) and of § 12 PHG (Product Liability Law) is excluded.
- 6.4 The obligation to examine the delivery/service and make notification of defects according to § 377ff UGB (Austrian

Commercial Code) is thus explicitly waived. The claims on the guarantee are to be made in due time when a written notification of the defect was sent off by us within the term of guarantee.

- 6.5. The contractor is liable for all damage occurring to us due to a delayed or defective delivery/service caused because of his negligence or that of assistants engaged to fulfil the contract.

7 PRICES

- 7.1 The agreed prices are understood, in so far as nothing else has been agreed in writing, as delivered free of charge to the destination, including unloading, packaging and expenses.
- 7.2 The agreed prices are fixed prices which comprise all expenditure of the supplier in connection with the fulfilment of the delivery and service, and for no reason whatever may they be raised. If, as an exception to the rule, price reservations/price adjustment clauses have been agreed in writing, the supplier immediately has to inform us about possible price changes so that they can be approved. In the case of price increases we have the choice of withdrawing from the contract. Price increases which are claimed at the time of presenting the invoice are not binding.

8 BILLING / PAYMENT

- 8.1. The invoice, stating our article and order number, is to be sent to us in duplicate. Copies of invoices are clearly to be denoted as such. It must be ensured that both the address and the contact details are correct and complete.
- 8.2. Invoices which do not meet these requirements or contain mistakes in calculation are not due until corrected and the term of payment does not begin until the corrected invoice has been received.
- 8.3. In so far as nothing else is agreed, payments are due 60 days after receipt of the invoice and goods, depending on which is the later time. For payments made within 30 days after receipt of the invoice and goods we are entitled to an early payment discount of 3%. For the punctuality of the payment it depends on the time at which the necessary instruction for transferring the sum of money was made by us. Payment does not signify any approval of possible defects in the goods or service.
- 8.4. In the case of faulty delivery we are entitled to withhold payment until proper fulfilment without loss of reductions, early payment discounts or similar payment advantages.

9 DOCUMENTS, PASSING ON INFORMATION

- 9.1. Documents which we pass on to the supplier for the fulfilment of his contractual obligations or which were made according to our instructions may not be used for purposes other than for the completion of our order, or copied and made accessible or passed on to third parties. The documents remain our property and after completion of the order or by request are to be returned to us free of charge.
- 9.2. The supplier is obliged to provide us free of charge with drawings of plants, equipment and parts of machines which are subject to wear and tear; this also applies to survey drawings. We thus have the right to use these drawings for the manufacture of spare parts, for changes in the delivered objects, or something similar, by us or by a third party.
- 9.3. The contractor is obliged to observe professional secrecy concerning all our operational and business transactions which he becomes aware of in carrying out the contract.

10 RIGHTS OF THIRD PARTIES

- 10.1. The supplier guarantees and ensures that all deliveries are free of trade-mark rights of third parties and that in particular by the delivery and usage of the objects delivered, patents, licences or other trade-mark rights of third parties are not violated. The supplier frees us of claims by third parties by possible violation of trade-mark rights and bears all costs amounting to us in this context.

11 SET-OFF

- 11.1 The supplier is only entitled to a possibly existing set-off right in the legal context of our claim and counterclaims recognized by us or finally asserted by a court.

12 DATA PROCESSING

- 12.1 In order to process the business, the data are stored and processed by the supplier in accordance with Article 6 of the EU GDPR (<https://www.biltongroup.com/en/privacy-policy/>). The supplier has the right of withdrawal at any time. We take all technically reasonable measures to protect the customer data stored with us. The data will not be shared with third parties and will only be used for the purpose of doing business.

13 WRITTEN FORM

- 13.1. In order to be effective, changes and supplements to these conditions have to be made in writing. This also applies to the annulment of the written form.

14 APPLICABLE LAW, PLACE OF FULFILMENT, COURT OF JURISDICTION

- 14.1. Only Austrian law is applicable under exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 14.2. The place of fulfilment for all services and deliveries on both sides is the place determined by us.
- 14.3. The sole court of jurisdiction for all conflicts arising from this contract and for current or future claims is the relevant competent court at our headquarters. Irrespective of this we are entitled to assert our rights also at the general court of jurisdiction of the supplier.