

General conditions of Purchase

1) Applicability of these Conditions of Purchase

- 1.1 For our orders, only these Conditions of Purchase apply, as long as nothing else is laid down in individual items in our orders.
- 1.2 Conditions of sale and delivery of our suppliers which deviate from our Conditions of Purchase only commit us if we specifically recognise those conditions in writing.

2) Orders

Only orders given in writing are binding. The same applies to additions and alterations. Deviations from the text of the order regarding technical or commercial aspects require our written agreement, as do missing or unclear conditions in the order when there is subsequent modification by the supplier.

If confirmation of the order, with acceptance of all the conditions of our order, is not made within an appropriate period then we are no longer bound by the order.

Provided that the supplier begins execution of the order, by doing so he fully accepts our order together with our Conditions of Purchase, even if there are deviations from his own conditions of sale and delivery.

3) Prices

All prices are fixed prices and, in the absence of other agreements, include despatching and packaging costs. In accordance with the terms of the Packaging Decree, packaging is to be taken back by the suppliers free of any charge to us.

4) Delivery time

- 4.1 Non-compliance with the agreed delivery or part-delivery date entitles us - after setting an appropriate time extension - to withdraw from the contract.
- 4.2 Part-deliveries and advance deliveries require our written agreement. In the event of un-requested, premature delivery, the period for payment begins only with the originally agreed date.

5) Despatch

- 5.1 If not otherwise prescribed in our order, the supplier must choose the most reasonably priced method of despatch.
- 5.2 Shipments must not be insured at our cost.
- 5.3 If additional expenses or damages occur due our instructions not being kept to, then they are to be borne by the supplier.
- 5.4 Liability only passes to us on proper acceptance at the place of fulfilment.

6) Acceptance and Notice of Defects, Labelling of parts

- 6.1 A detailed delivery note is to accompany each shipment. The delivery notes must contain our order number, our part-number and article-description for the supplied parts, and the number of items.
- 6.2 Acceptance takes place in our factory, subject to inspection for correctness and suitability within an appropriate period, even if this is not expressly noted in the acceptance documents.
- 6.3 Goods supplied must be labelled with the manufacturer's logo. Articles with special description in order text are to be delivered with barcode-label displaying the serial-no. of article.

7) Guarantee

- 7.1 The supplier guarantees agreed quality. He promises that the supplied object possesses the agreed qualitative and dimensional properties as well as full functionality.
- 7.2 The legal consequences of defective delivery or the absence of promised properties are in accordance with the legal provisions, with the proviso that, in all cases, we can demand elimination of the defect free of charge. If a delivery or a service is made in parts then we are entitled to withdraw from the entire contract if the guaranteed work is not properly done even with regard to just one part. Goods which are complained about can be sent back by us carriage forward. In urgent cases, we are entitled to rectify the defect by ourselves at the cost of the supplier.
- 7.3 Subject to other agreements, the guarantee commitment is 24 months after agreement or installation but, at the longest, 30 months after delivery to us.
- 7.4 If we become involved in a product/producer claim based on domestic or foreign laws, the supplier must compensate us for damages which arise in so far as his delivery was faulty and responsible for the damages.

8) Conditions of payment

- 8.1 In the absence of other agreements, payment will be made within 30 days with 3% discount, or net within 90 days.
- 8.2 The period runs from the time at which we have received the invoice in triplicate and the goods have also arrived with us or the service has been fulfilled. Principally we expect to be provided with collective invoices.
- 8.3 Payment is made with the reservation of a possible later invoice audit and does not represent any acknowledgement.

9) Safety laws, International Standards.

- 9.1 The supplier accepts the responsibility that the goods delivered by him do not violate any domestic or foreign safety laws. He commits himself to keep us free from liability for any possible damages due to violation of such safety laws.
- 9.2 Supplier commits himself observing the EU-directives/regulations valid at the time of delivery; e.g. 2003/11/EG, 2002/95/EG, (EG) Nr.1907/2006 „REACH“, 2006/122/EG „PFOS“.

10) Business secrets

- 10.1 The supplier commits himself to treat the order and all details contained therein, as well as technical and commercial documents which are transferred, confidentially as our business secrets.

11) Materials provided

- 11.1 If we make materials, plans or other documents available for the execution of an order then these remain our property.

12) Place of Fulfilment, Court of Competent Jurisdiction

- 12.1 The place of fulfilment for the delivery of goods and for payments shall be the respective headquarters (for Wittmann Technology GmbH Vienna, Austria, and for Wittmann Battenfeld GmbH Kottlingbrunn, Austria) and this shall apply even when goods are, by agreement, delivered elsewhere
- 12.2 Austrian law is applicable for legal relationships resulting from this contract.
- 12.3 For any disputes arising from this contract it is agreed that the court of jurisdiction is the responsible court for the respective above headquarters. However we reserve the right to also assert our rights before any other court that is responsible for the Supplier.