

## **General Terms and Conditions of Purchase**

### **1. Scope**

The following General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") of DMH Dichtungs- und Maschinenhandels GmbH, Industriepark West 11, 8772 Traboch, Austria (hereinafter referred to as "DMH") or a company affiliated with DMH (regardless of the level of participation) apply in the version valid at the time of conclusion of the contract – regardless of whether express reference is made to them – for all business relationships between DMH and its suppliers (hereinafter referred to as "supplier"), in particular with regard to the conclusion and performance of the contract, as well as all inquiries and orders. Deviations from these GTCP in other agreements with the supplier are only effective if they are approved in writing by DMH.

General terms and conditions of the supplier shall be deemed cancelled and shall not apply, even if the terms and conditions of the contractual partner are not contradicted, unless they are expressly acknowledged by DMH in the relevant contract.

These GTCP are available on <https://www.dmh.at>. The supplier accepts these GTCP, at the latest, by accepting the order.

### **2. Offers**

In the offer, the supplier must adhere exactly to the request with regard to the quantity and condition of the deliveries/services and, in the event of deviations, expressly make these clear. Offers or cost estimates addressed to DMH are binding and free of charge. If no acceptance period is specified in the supplier's offer, DMH is entitled to accept offers from the supplier within three weeks of receipt of the offer regardless.

### **3. Orders**

Only written or electronic orders placed by DMH are legally binding. Orders placed verbally or by telephone require express written confirmation by DMH in order to be valid. The supplier must confirm orders from DMH in writing within three working days after receipt of the order. After expiry of this period, DMH is entitled to revoke its order (without any entitlement to claims on the part of the supplier). If the supplier cannot provide order confirmation within the aforementioned three-day period, the supplier shall, within this period, inform DMH in writing of a binding date for receipt of the order confirmation by DMH. DMH is then entitled, at its own discretion, to accept this new date or to revoke the order (without any entitlement to claims on the part of the supplier). Should an order confirmation from the supplier deviate – even to a minimal degree – from the order, the supplier must make this clear to DMH and obtain express written consent to the deviation. Without consent, DMH is entitled to reject at any time deliveries/services that do not correspond, even to a minimal degree, to the order (without any entitlement to claims on the part of the supplier).

### **4. Confidentiality, product developments**

Plans, sketches, and other documents provided by DMH, such as samples, catalogs, brochures, illustrations, material samples in the form of granulates and/or semi-finished products and seal samples, presentations, etc. remain the intellectual property of DMH. Any use, in particular the transfer, duplication, publication, and making available, including copying, even of extracts, requires the express consent of DMH. All documents listed above

can be reclaimed by DMH at any time and must be returned to DMH immediately, without this being requested, if the contract is not concluded.

All material and immaterial rights of any kind to the subject matter of the contract, in particular intellectual property, the comprehensive copyright with all powers, and all documents and information provided in the context of the initiation and execution of the contract remain exclusively with DMH. This also applies if these items have been created with the cooperation of the supplier, regardless of whether a contract is concluded between DMH and the supplier. The supplier cannot derive any exclusive rights from these items.

The supplier of DMH also undertakes to maintain confidentiality vis-à-vis third parties with regard to the knowledge received from the business relationship. The supplier is obliged to keep strictly confidential all business and trade secrets of DMH of which they have become aware, regardless of the manner and form, all information relating to the subject matter of the contract, regardless of its kind and content, and the content of the agreement concluded with the supplier. The supplier undertakes to expressly impose this duty of confidentiality on all employees and to take and maintain appropriate measures to comply with it.

If documents or services that are subject to legal protection, including copyright, are prepared by the supplier and made available to DMH in the event of a contract being concluded, the supplier grants DMH unrestricted but not exclusive right of use to these works in the absence of an express agreement to the contrary, or such a right shall be deemed agreed. In the event that the supplier has been commissioned by DMH to design, develop, and/or manufacture a particular product or system, DMH shall acquire full ownership of all work results relating to such products and systems.

## **5. Prices, netting**

Prices agreed or based on the contract are to be considered guaranteed fixed prices that include all expenses of the supplier in connection with the fulfillment of the delivery/service. If no prices are stated in the order, they must be stated in the corresponding confirmation, whereby DMH reserves the right not to accept the price quoted by the supplier and (without any entitlement to claims on the part of the supplier) to refrain from concluding the contract. The supplier is not entitled to net against DMH, but DMH is in all cases entitled to net any claims to which DMH is entitled against the contractual partner.

## **6. Terms of payment**

Unless otherwise agreed, payment shall be made after receipt of goods in accordance with the contract or after complete defect-free service and receipt of the proper and verifiable invoice within 30 days less 2% discount, or 60 days net. Payment is subject to invoice verification. Without exception, invoices must be submitted stating the order number, the order date, the delivery note number, the article description, and the VAT number and VAT ID of the supplier, if available. Incomplete invoices will only be deemed to have been received when the supplier has submitted the missing information in writing.

Advance payments are only made against the issue of a bank guarantee from an Austrian bank.

## **7. Delivery, transport**

Unless otherwise agreed, DDP (named destination) shall apply with regard to the execution of the contract in accordance with the latest applicable Incoterms. A delivery note with exact contents and the complete order number must be included with all shipments.

## **8. Delivery dates, delay in delivery and performance**

Agreed delivery dates and periods are binding. Unless otherwise agreed in writing, the delivery date is the date that appears on the order. Compliance with the delivery date or the delivery period depends on receipt of the delivery or the provision of the service at the delivery address specified in the order. The delivery date is agreed as fixed insofar as DMH can withdraw from the contract in the event of default by the supplier without setting a further grace period purely by declaring said withdrawal, which must take place within 14 days. DMH is entitled to assert all claims for damages resulting from the delay. In the event of recognizable delays in delivery, the supplier must notify DMH immediately and obtain a decision from DMH on the matter. In the event of justified complaints, DMH shall be entitled to withhold all outstanding remuneration.

## **9. Notification of defects**

The obligation to inspect defective deliveries of goods in accordance with § 377 of the Austrian Commercial Code (UGB) is expressly waived. The mere acceptance of deliveries or services, their temporary use, or payments made do not result in an acceptance or a waiving of rights to which DMH is entitled. Acknowledgements of receipt of the goods shall not be deemed as confirmation of freedom from defects and shall not constitute declarations on the part of DMH regarding the final acceptance of the delivered goods.

## **10. Warranty and damages**

The supplier guarantees that the delivery/service corresponds to the intended use, the agreed specifications, the latest state of the art, the relevant standards, and the applicable official requirements and regulations. Exclusions of liability, in particular with respect to warranty or damages, are not accepted, unless these have been expressly negotiated individually with DMH.

If a delivery/service is defective, the supplier must either improve it or replace the defective delivery/service within a reasonable grace period set by the customer at DMH's discretion. Insofar as DMH insists on repair or replacement, DMH is entitled to withhold the entire remuneration until the service/delivery owed has been fulfilled in full.

Furthermore, the supplier guarantees that the deliveries/services are free of third-party rights and have been manufactured, acquired, and put into circulation without violating confidentiality obligations, commercial and other property rights, or the provisions of competition law. In addition, the supplier guarantees that the use of the deliveries/services does not interfere with commercial property rights or intellectual property rights of third parties in whole or in part, directly or indirectly, and that the use will not reveal without authorization business or trade secrets or other information of third parties subject to confidentiality.

Unless otherwise agreed in writing, the warranty period for movable items is 36 months, or 60 months for deliveries and services relating to construction trades, from acceptance of the delivery/service. For deliveries/services provided on the grounds of a warranty claim, this period begins anew. In deviation from the dispositive regulation of the mandatory judicial enforcement of warranty claims (§ 933 of the Austrian Civil Code – ABGB), it is agreed that the assertion of the warranty to safeguard the warranty obligation can be made not only in court, but also in writing within the deadline. Such a written notification of defects interrupts the warranty period and ongoing payment periods, which begin again after complete rectification of the defect and handover to the customer.

## **11. Product liability, damages**

The supplier shall be liable for all damages caused by them or by their subcontractors, suppliers, or other persons used by the supplier to fulfil the contract, and shall indemnify DMH with regard to all such claims (including all associated costs and expenses, such as, in particular, legal costs). DMH's claim to compensation includes all damages, including loss of profit and all consequential damages incurred by DMH, its contractual partners, and/or end customers, whereby contractual partners and/or end customers may also claim such damages directly from the supplier (contract for the benefit of third parties).

## **12. Approvals, occupational safety, and environmental protection**

The supplier expressly declares that they hold all commercial, official, or other approvals required for the execution of the agreed deliveries and services and will submit corresponding documents to DMH on request.

The supplier is obliged to comply with all legal provisions on employee protection, accident prevention, and transport and plant safety. In addition, the supplier must guarantee the safety of all individuals they employ in the context of the delivery and service provision at DMH, as well as all employees of DMH involved in this context. The supplier undertakes to comply with all legal provisions regarding environmental protection. When it comes to packaging, environmentally friendly and recyclable packaging is to be preferred.

## **13. Data protection**

Any processing of personal data by all parties involved is carried out in compliance with the applicable data protection laws. The parties shall conclude all necessary agreements for compliance with legal requirements prior to data processing.

## **14. Formal requirements**

All agreements, amendments, supplements, ancillary agreements, etc. of these Terms and Conditions of Purchase and the other contractual agreements between suppliers and DMH must be made in writing in order to be valid. The same applies to amendments to the requirement of the written form.

## **15. Place of performance, place of jurisdiction, applicable law**

The place of performance for deliveries or services is the place specified by DMH in the order.

Austrian substantive law shall apply to this contract to the exclusion of the conflict-of-law provisions; the applicability of the UN Convention on Contracts for the International Sale of Goods shall be excluded in all cases.

The competent court at the registered office of DMH, that of Leoben, decides all disputes arising from this contract. DMH also reserves the right to assert legal claims at the general place of jurisdiction of the contractual partner.

## **16. Severability clause**

The ineffectiveness, invalidity, or unenforceability of any provision of these Terms and Conditions of Purchase shall not affect the effectiveness, validity, or enforceability of the remaining Terms and Conditions of Purchase. In the event that any provision is invalid, void, or unenforceable, it shall be replaced by an effective, valid, and enforceable provision that comes as close as possible to the purpose of the invalid, void, or unenforceable provision.