

General Conditions of Purchase | GCP

The following General Terms and Conditions of Purchase apply between Eckelt Glas GmbH (hereinafter referred to as "Eckelt") and its contractual partner, hereinafter referred to as the "Contractor." Eckelt's client is referred to as the "Customer." Eckelt contracts exclusively on the basis of these Terms and Conditions of Purchase.

1. General

Unless otherwise agreed, the following Purchasing Conditions will apply exclusively as contractual conditions. In accepting an order or contract, it is assumed that the Contractor agrees exclusively to the Purchasing Conditions of Eckelt.

Exceptions or addendums to these Purchasing Conditions will only apply if they have been agreed to in writing by Eckelt. This also applies in the case, should contrary exist in the General Terms and Conditions of Eckelt and is not explicitly refuted.

Offers provided to Eckelt are not considered contractually binding. Only written authorized orders or contracts from Eckelt will be considered as binding agreements. The Eckelt Order Number must be indicated in all contractual documents. Failure to do so will render the document invalid.

Eckelt clearly informs that the amounts in the order call-offs are approximate and that Eckelt has no liability to accept any given amounts.

2. Supply

The order placed may not be passed on to subcontractors, either in part or in full, without the written consent of Eckelt. Unless otherwise agreed in writing, all orders placed are considered to be fixed-date transactions.

In the event of a delay in delivery (without prejudice to claims for damages), Eckelt shall be entitled to withdraw from the contract after setting a grace period of seven days or to continue to demand performance.

3. Dispatch

The prerequisite for acceptance of the contractor's delivery is the availability of appropriate and complete shipping documents. If these are not available, the goods will be stored at the contractor's risk and expense.

The contractor declares that it is familiar with Eckelt's shipping regulations set out below and agrees to comply with them. In particular, the contractor undertakes to use appropriate packaging suitable for the means of transport in accordance with Eckelt's shipping regulations.

The Contractor declares that all of his one-way packaging can be disposed of, through his association with ARA, by and at no cost to Eckelt within the Austrian packaging guidelines (BGBl Nr. 648/1996 version of BGBl II Nr. 364/2006) or should no association with ARA exist, that these can be returned to the Contractor at no cost to Eckelt.

Eckelt reserves the right to charge for returning of packaging.

The contractor undertakes to comply with the regulation on the avoidance of packaging waste in accordance with the Austrian Packaging Ordinance.

The Contractor is responsible for any costs in neglecting his obligations in this respect.

Goods will only be received on work days, Monday to Friday, in accordance with the times given on the front page of the order.

Should the exception exist that the Contractor cannot fulfill his obligations within the time frame, then Eckelt has the immediate right, and without compensation to the Contractor, to cancel the contract and request damages.

4. Export Control

4.1 The seller shall comply with the applicable requirements of national and international export, customs and foreign trade law for all goods to be supplied and services to be rendered. The seller shall obtain any necessary transfer or export licenses, unless under the applicable export, customs and foreign trade law it is not the seller but the buyer or a third party who is obliged to apply for such licenses.

4.2 The Seller shall provide the Buyer as early as possible, but no later than 10 days before the delivery date, with all information and data in text form which the Buyer requires in order to comply with the applicable foreign trade and payments law in the case of export,

transfer and import and, in the case of resale, in the case of re-export of the goods and services, in particular for each good and service:

- the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (CCL) or the indication "EAR99", if the goods are subject to the U.S. Export Administration Regulations. If the goods are subject to the United States Munitions List or otherwise subject to the International Traffic in Arms Regulations (ITAR), the buyer shall also request the corresponding indication of the list item,
- all applicable export list items (if the goods are not subject to any export list item, this is to be indicated with "AL:N"),
- the statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonised System) code,
- the country of origin (non-preferential origin) and,
- if requested by the buyer: Supplier declarations of preferential origin (for European suppliers) or certificates of preference (for non-European countries) "Export Control and Foreign Trade Data".

4.3 In the event of changes in the origin, the characteristics of the goods or services or the applicable export, customs and foreign trade law, the Seller shall update the export control and foreign trade data as early as possible, but no later than 10 days before the delivery date and notify the Buyer in text form. The Seller shall bear all expenses and damages incurred by the Buyer due to the absence or incorrectness of export control and foreign trade data.

5. Prices

The prices quoted are based on the pricing specified in the order and are fixed prices. They are therefore not subject to price adjustments.

Prices include packaging and are delivered free to the destination at the contractor's expense and risk.

6. Invoicing

Invoices are to be sent, following completion of supply (service) in accordance with the prevalent tax regulations to the following e-mail address: invoices@eckelt.at.

7. Payment

Payment will be made by Bank transfer to an account which is to be advised in writing, within the time frame given on the order. Payment does not constitute acknowledgement of a satisfactory supply (service) nor does it relieve the Contractor of obligations to Eckelt with regards to fulfillment of contract, warranty and compensation against damage.

On-account payments remain of value in proportion to the complete contract amount.

Claims against Eckelt may not be ceded without strict agreement from Eckelt. Claims change the date of invoice to the date on which Eckelt considers the defect as remedied. Payment terms are those which have been given by Eckelt on their orders unless otherwise agreed in writing.

In the event of late payment, interest of 4% per annum shall be charged.

8. Warranty and Guarantee

The Contractor is responsible for providing the ordered materials (services) in accordance with all relevant statutory standards (ÖNORM and DIN) and will provide a complete Warranty and Guarantee (24 Months) unless otherwise agreed. The Contractor is also liable for materials and services in his contract even when not self-manufactured or provided.

Acceptance by Eckelt will be done through checking/testing at the location of use and/or by use of the goods (latest 6 Months following receipt thereof); only after this date does the warranty and Guarantee period begin.

The earliest possible notification of defects (notification of defects) is not a prerequisite for asserting warranty claims. Sections 377 and 378 of the Austrian Commercial Code (UGB) therefore do not apply. Eckelt is free to choose the warranty remedy, whereby price reduction and replacement are also available as priority remedies. The priority of improvement also does not apply in the case of § 933a ABGB (damages instead of warranty).

Costs incurred in the course of repairs or subsequent deliveries, such as transport, travel, or accommodation costs, assembly costs, working hours, etc., shall also be borne by the contractor.

Once the defect has been completely made good will the Warranty and Guarantee period begin. Should statute dictate that a defect

repair period is necessary, then that period shall be set at 3 weeks. Should any defect, also when it occurs during delivery, Eckelt has the right to request recall at no cost and for a free-of-charge replacement from the Contractor. Subsequent deliveries from the Contractor may be unacceptable until such times that the defect has been corrected.

The Contractor must, without request, provide Eckelt with all documentation for storage and processing in German language, otherwise it will be deemed that costs associated thereto will be borne by the Contractor.

Should Eckelt be required to provide a Warranty to a Third Party, the Contractor is liable in accordance with § 933b ABGB.

9. Sustainability

When purchasing / selling, the contractor commits to the responsible handling of resources such as wood, water and other raw materials and to the resource-saving handling of the environment and, depending on the requirements and needs of Eckelt, must also be able to prove this at any time with the corresponding certificates.

10. Compliance with applicable human health and environmental law and regulations

Protection of the environment and the adherence to Health and Safety in the work environment are part of the „Principles of Conduct and Action“ of Eckelt.

Should the goods to be delivered, the packaging or other components contain or deemed to have been produced with dangerous elements – regardless of their characteristics – these must be identified as such and Eckelt must be informed in written form and be provided with a Safety Data Sheet in accordance with DIN 52.900.

The Contractor is obliged to comply with all statutory requirements which directly or indirectly affect the environment and will indemnify Eckelt against any damages or costs from any Third Party - particular the authorities – should non-compliance with these requirements occur.

The Contractor is obliged to comply with all applicable regulations concerning chemical substances sold to Eckelt, no matter if those substances are delivered for own or production usage.

As manufacturer, importer or distributor of the chemical substances sold to the Customer, whether these substances are supplied to be used unaltered, contained in mixtures or articles, the Supplier undertakes to comply with all applicable laws and regulations in force and more particularly with both European Regulations n° 1907/2006 and 1272/2008 respectively regarding the registration, evaluation,

authorization and restriction of chemical substances (REACH Regulation) on the one hand and the classification, labelling and packaging of substances and mixtures (CLP Regulation) on the other hand.

As part of this commitment, the Supplier undertakes to permanently comply with any regulatory change and, consequently, to adapt its own obligations towards the Customer for the whole duration of the present agreement.

In this respect, the Supplier shall in particular ensure that the substances provided to the Customer are duly registered for the uses that have been indicated to him by the Customer. The Supplier undertakes to provide the Customer with the registration numbers of the substances.

Moreover, should these substances be subject to an application for inclusion in the

European Chemical Agency's (ECHA) candidate list of substances of very high concern, the Supplier shall inform the Customer as soon as he is aware of such application. This obligation shall also apply in the case of sale to the Customer of mixtures or articles containing such substances.

In addition, if the substances supplied to the Customer are subject to authorization or restriction, the Supplier undertakes to inform in writing the Customer of any restrictions and prohibitions of use that affect these substances and of any possibility to substitute such substances.

The Supplier undertakes to inform the Customer with a minimum of six (6) months' written notice if, during the present agreement, it intends either to modify the ingredients and/or technical characteristics of the substances, mixtures or articles supplied or to stop selling them.

The substances (and/or mixtures) shall be accompanied by any information that are necessary in order to enable the Customer to use them totally safely. Such information shall be mentioned in the safety data sheets (SDSs) written in the language of the country of delivery when a SDS is required by the European and/or national regulations in force or, if such SDS is not mandatory, consist in all information referred to in Article 32 of the REACH Regulation.

The Supplier guarantees the Customer against any financial consequences arising from the Supplier's non-compliance with its obligations resulting both from the REACH and CLP Regulations and the present clause. Any limitation of liability provided elsewhere in this agreement does not apply to liability incurred by the Supplier in this respect.

11. Safety and Worker Protection

The Contractor shall ensure and be solely responsible that his employees and his subcontractors are aware of the applicable laws and regulations concerning health and safety, the regulations of Eckelt (e.g. "Guidelines for contractors when working on company premises", "Safety regulations Eckelt Glas GmbH ") and that their work is carried out in accordance with these laws, rules and regulations.

Eckelt reserves the right to inspect the health and safety arrangements of the Contractor and its subcontractors. For this purpose, representatives of Eckelt are to be always granted unrestricted access and to all those locations which enable this inspection activity to be carried out.

If the health and safety arrangements comply with the above mentioned laws, rules and regulations, Eckelt will bear the costs and expenses of the inspection, but if there is a breach, the costs and expenses of the inspection will be borne by the Contractor.

Should the Contractor and/or his subcontractors fail to comply with any of the above terms and conditions and fail to remedy this non-compliance immediately, Eckelt has the right to stop all payments due and/or terminate the contract as a whole or concerning individual parts and declare the non-compliance as a breach of contract. In this case Eckelt is furthermore not obligated to accept deliveries and services not yet provided. Eckelt expressly reserves all rights and legal remedies regarding a non-fulfillment of the mentioned terms and conditions; neither an action nor an omission of an action by Eckelt represents a waiver of these rights or legal remedies.

The Contractor further agrees to be liable for all damages resulting from non-compliance with the above terms and conditions as well as employee protection regulations.

Eckelt is only liable for other damages, which occur to the Contractor or the employees employed by him during work on the Eckelt company premises, in the case of intent and gross negligence.

This limitation of liability also applies if the damage is caused by an employee of Eckelt. The Contractor undertakes to only employ such workers on the company premises of Eckelt who have effectively agreed to such a limitation of liability, otherwise he must indemnify and hold Eckelt harmless.

12. Product Liability

The Contractor declares knowledge of the finished product in which his component or material is being used for.

The Contractor is liable for the full requirements of his supply in the finished product. Should Eckelt be liable as a result of defective supply by the Contractor, the

Contractor not only assumes liability for the component but also for all costs associated with the claim against Eckelt.

The Contractor is responsible that he will inform Eckelt and immediately provide Eckelt with any information about any possible or newly discovered defects in the supplied product.

Should the delivered material or component, through discovery of a new defect, no longer be suitable for further use by Eckelt then the Contractor accepts that all stored material will be accepted back at the same price as invoiced.

The contracting parties assume that the contracted goods or materials are a product of the Contractor for which liability as producer is accepted. Should it be determined that the Contractor is not the manufacturer or the products supplied then the Contractor will still be responsible to Eckelt for the goods and/or services supplied.

It is agreed that the Contractor is responsible for any damages suffered by Eckelt. All other conditions or notices are not acceptable.

Should Eckelt be seen as importer, then the Contractor is responsible, should Eckelt make a claim within the law of product liability to provide Eckelt with complete recourse i.e. Eckelt will be reimbursed for all costs associated with the importation of a defective product, even when Austrian or other law does not allow recourse. The Contractor has knowledge of the extensions of Austrian product liability law which deals with the importer as a manufacturer. The Contractor also acknowledges that it is not only personal damage but also asset damages which must be paid, regardless of who suffers.

13. Insurances

The contractor undertakes to take out and maintain adequate liability insurance. The contractor must provide proof of insurance coverage (including payment of insurance premiums) upon first request.

14. Supply of Glass in Crates

The supplier must ensure that the trestles used for transports of glass crates have a minimum inclination angle of 4 degrees and that the crates are duly stored on the trestle.

Before unloading at our site, the inclination angle is checked. If it is not at least 4 degrees, unloading will be refused.

15. Deliveries of machinery and operating equipment

The delivered items must comply with all applicable safety regulations (laws, ordinances, standards, etc.), in particular the "General Employee Protection Ordinance," the "Machinery Protection Ordinance," Machinery Directive 2006/42/EC, and the

Machinery Safety Ordinance 2010, as well as the regulations applicable in Austria for electrical engineering. These regulations and a detailed description of the system and its installation in German are included with every delivery.

16. Services, Installation & Personnel

If the commissioned services involve services, assembly work, assembly personnel, or leasing personnel provided by Eckelt directly or as a subcontractor, it is agreed that all statutory wage costs and ancillary wage costs shall be paid by the contractor.

For installation contracts as sub-contractor, the Contractor assumes responsibility for disposing of all packing materials in accordance with legal requirements. This service is included in the agreed prices.

17. Working on site

According to § 8 of the Austrian Workers' Protection Act (ASchG), contractors and clients must cooperate in the implementation of the safety and health provisions. They must coordinate their activities in the field of hazard prevention and inform each other as well as their employees and the competent staff bodies about the hazards.

However, these provisions do not limit the responsibility of the individual employers for the compliance with the worker protection regulations for their workers.

The contractor must comply with all current and future employee protection and accident prevention regulations (the Employee Protection Act, including the associated ordinances such as the Construction Worker Protection Ordinance) as well as other legally prescribed safety regulations, including those contained in specific material laws. The contractor shall comply with all currently or future applicable employee protection and accident prevention regulations (the Employee Protection Act, including the associated ordinances, such as the Construction Worker Ordinance) and other legally prescribed safety regulations, including those contained in specific laws. Regulation (EU) 2017/821, or Directives 2011/65/EU (RoHS) and 2012/19/EU (WEEE), as well as their transposition into national law (e.g., the Waste Electrical and Electronic Equipment Ordinance), the Workplace Ordinance, and the Work Equipment Ordinance.

In particular, the Contractor shall further prove that the legal requirements for occupational health and safety have been fulfilled (e.g. driving license, medical examination, instruction, specialist qualifications, etc.).

When working on the client's premises, care must also be taken to ensure that personal protective equipment (PPE) is worn. On request, this can be provided by the client on site.

The contractor must in particular follow the "Guidelines for external companies when working on company railings" as well as the "Safety regulations Eckelt Glas GmbH".

Any waste caused by the contractor (e.g. packaging of delivered material etc.) is to be disposed of by the contractor himself. The use of our internal waste disposal system (containers etc.) is strictly prohibited for external companies - regarding waste caused by them.

We expressly point out that the use of subcontractors and the formation of joint ventures is only permissible with the consent of the client. If this is given, the conditions applicable between the contractor and the client must be imposed on the subcontractor.

18. Data Protection

The contractor shall process all personal data with which it comes into contact during the performance of its tasks in compliance with the provisions of data protection and shall not pass them on to third parties or use them for purposes other than the performance of the contract without our consent.

The contractor assures that the processing and use of the data takes place exclusively in member states of the European Union. Any relocation of a processing step to a third country requires the prior consent of the Client.

The Contractor assures the implementation of and compliance with the agreed general and technical and organizational measures in its area of responsibility in accordance with Art. 32 EU-DSGVO. In particular, the contractor shall organize its internal organization in such a way that it meets the special requirements of data protection. It shall take technical and organizational measures to adequately secure the Client's data against misuse and loss.

In all cases, the contractor shall immediately notify the client in writing if violations of regulations for the protection of the client's personal data or of the stipulations made in the contract have occurred through him or the persons employed by him.

After termination of the contractual relationship or earlier upon request by the Client, the Contractor shall hand over to the Client or, after prior consent, destroy in accordance with data protection law all documents, processing and utilization results produced and data files which have come into its possession, and which are connected with the contractual relationship.

The protocol of the deletion shall be submitted without request.

19. Confidential agreement

The Contractor shall treat all business, on which he gets knowledge during execution of the contract, strictly confidential. He will point out his commitment to this agreement. The obligation to maintain secrecy also exists when the contractual relationship has ended, as long as the business secrets have not been publicly disclosed.

Reference to the business relations with the client in publications (for example, advertising, reference lists, etc.) is only permitted to the Contractor after the consent given in writing by the customer.

20. Manufacturing information

Any samples, models, drawings, descriptions etc. provided by Eckelt remain the intellectual property of Eckelt and which is to be marked as such. This supporting material may only be used for the completion of the contracted works and may not be made available in any form to any third parties. They must be returned to Eckelt at no cost (unless otherwise agreed) once the contracted works have been completed.

21. Patents, Copyright, intellectual property rights

The Contractor must protect Eckelt from any claims which might result from patent infringement, copyright or intellectual property rights with regards to all materials and services provided as part of the contract. The Contractor must guarantee Eckelt unlimited use of the supplied materials and or services. In addition, the Contractor assures Eckelt that all such rights and protection are included in the agreed price.

22. Advertising

Should the Contractor wish to use the end product or building where the end product is installed for advertising or marketing purposes, it will be necessary to obtain written authority to do so from Eckelt as it may be our intention to include the project in our reference list which has a particular marketing value.

Should Eckelt give permission to use the end product for marketing purposes (publication of any kind e.g. literature, Internet, Photos, exhibition materials etc.), then Eckelt Glas GmbH must be noted as the client.

Should the Contractor not comply with this condition, a penalty of 10 % of the contract value will be levied against the Contractor. This will be notified in written form from Eckelt to the Contractor and is in accordance with the judicial right of reduction (§ 1336 Austrian ABGB).

Eckelt may choose to use outstanding payments to the Contractor for this purpose.

23. Place of fulfillment

The legal place of fulfillment is in all cases **Eckelt Glas GmbH**, Resthofstraße 18, A-4400 Steyr, unless otherwise agreed in writing. Provision of goods and services is always at the suppliers' risk and expense. This also applies should Eckelt determine that the goods be supplied to an alternate location other than the place of fulfillment.

24. partial ineffectiveness

Should parts of these purchasing conditions become, for whatever reason, legally ineffective, the remainder will continue to be legally effective. At the point where the ineffectiveness occurs, Eckelt will determine a suitable business-like solution.

25. Jurisdiction, law

The place of jurisdiction for both parties for all disputes arising from the contractual relationship in question is the competent court in Steyr. Austrian law applies exclusively, whereby the application of the UN Convention on Contracts for the International Sale of Goods and international referral standards are expressly excluded.

The occurrence of disputes does not entitle the contractor to withhold or suspend due deliveries and/or services.

The contract language is German.