

**1. Applicability of terms and conditions**

**1.1** The following terms and conditions of purchase apply exclusively to all assignments and orders issued to the supplier (further "Supplier") and contracts entered into by us to or with companies, (further the "order") relating to the purchase of goods and/or works or services (further the "deliveries"). These Terms and Conditions of Purchase apply exclusively to contractual relationships with entrepreneurs within the meaning of Section 1 of the Austrian Consumer Protection Act (KSchG) and are not directed at consumers. Irrespective of the specific regulatory content of the same, the validity or inclusion of any (general) terms and conditions of the supplier is excluded; they shall only apply in the event of our express written acknowledgement. Our terms and conditions of purchase shall continue to apply exclusively even if, in specific cases, we do not contradict the terms and conditions of the supplier or accept the latter's delivery without reservation in the knowledge of the supplier's contrary or supplemental terms and conditions of business.

**1.2** Our terms and conditions of purchase shall also apply to future transactions even if they are not specifically agreed to again.

**1.3** References to the application of statutory provisions are for the avoidance of doubt only. Statutory provisions shall apply even in the absence of such clarification unless they are directly varied in these terms and conditions of purchase or expressly excluded.

**1.4** Should one or more provisions of these Terms and Conditions of Purchase be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. In such a case, the void or ineffective provision shall automatically be replaced by a valid, effective, legally compliant and enforceable provision that comes closest to the economic purpose of the provision to be replaced in a legally permissible manner. We and the supplier are obliged, without undue delay, to replace the invalid or ineffective provision with a valid and effective provision which comes as close as possible to the legal and economic purpose of the invalid or ineffective provision and which we would reasonably have agreed if we had been aware of the invalidity or ineffectiveness of the provision in question at the time these Terms and Conditions of Purchase were agreed.

**2. Conclusion of contract**

**2.1** Our orders must be in written or text form. Individual arrangements made in specific cases with the supplier (including side agreements, supplemental arrangements and amendments) shall in any case take precedence over these terms and conditions of purchase. For the content of such arrangements, reference shall be a written contract or our confirmation in writing or in text form.

**2.2** Our orders may only be accepted either through an order confirmation in writing or in text form within two weeks of the date of the order or by sending the goods without reservation. Any delayed acceptance shall be treated as a new offer and shall require our acceptance. Call-off orders shall be binding if the supplier does not contradict them within three working days of receipt. Order confirmations which deviate from our orders in terms of prices, delivery dates or production data constitute a rejection of our order process. The text of the order, technical documents (drawings etc.) or product descriptions shall be decisive for order processing. Amendments, additions or other deviations must be expressly mentioned in the order confirmation or set out in technical documentation (drawings etc.) and expressly approved by us. A reference to the supplier's terms and conditions of sale shall not suffice.

**3. Prices and payment terms**

**3.1** The prices listed in the order are fixed prices. The prices include "FCA" delivery as well as packaging, unless expressly agreed otherwise in writing. Unless expressly agreed otherwise, all Incoterms refer to the Incoterms published by the International Chamber of Commerce (ICC) in their most recently published version. In the exceptional case where no prices are stated, the supplier's price list published at the time the order was placed shall apply with the deductions as referred to in this section. Statutory value-added tax shall be shown separately. Otherwise it is deemed included in the price.

**3.2** Where the supplier has taken on the assembly, installation and/or commissioning of a product and where nothing else is agreed in writing, the supplier shall bear all the necessary incidental costs such as, e.g., travel expenses and provision of the tools. No remuneration or compensation will be paid for visits or the preparation of bids, projects etc.

**3.3** Each order will be invoiced separately. The invoice shall clearly state the order number shown in our order, the order position, the order date, the supplier number as well as our item number, the customs tariff number, the source country and the preference indicator. Invoices are not to be paid as long as any of this information is missing.

**3.4** In the case of invoices which are not sufficiently identifiable, in particular where order references are incomplete and numbers are missing, the time period for compliance with the date of payment shall only commence after this is fully clarified by the supplier. Where certificates, documentation, materials tests, test reports etc. which form an integral part of the order are not enclosed with the invoice or delivery, the time period for compliance with the date of payment shall commence once these documents are received in full. The invoice must, even in the case of delivery in instalments, be sent to us separately upon the dispatch of the consignment.

**3.5** Invoices shall be issued in the currency specified in the order and otherwise in EUR; payments shall be made exclusively in EUR unless a different currency is specified in the order.

**3.6** We shall make payment at our choice by bank transfer and, unless otherwise agreed, following acceptance of the delivery and receipt of the supplier's verifiable invoice (receipt shall be determined from our incoming mail stamp) as well as transfer of all documentation belonging to the items delivered within 90 days without deductions.

**3.7** If the invoice has arrived before receipt of the goods to be delivered or if the delivered goods contain defects, the period for compliance with the date of payment shall only begin with the arrival of the (defect-free) goods.

**3.8** We shall be entitled to retain the invoice amount in accordance with the statutory terms until the complete removal of defects related to delivery and service.

**3.9** We shall only be in delay if we fail to pay subsequent to receiving a reminder from the supplier after the date the payment is due.

**3.10** Payments do not constitute the recognition of the contractually agreed deliveries or services.

**4. Delivery terms and delivery period**

**4.1** Where delivery is not made within the agreed delivery period or the supplier defaults, our rights shall be determined in accordance with the statutory terms unless otherwise agreed below.

**4.2** The deadlines listed in the order or agreed elsewhere are binding and shall be strictly complied with. The supplier shall immediately inform us in writing of any imminent delay or exceedance of the agreed dates and deadlines, giving reasons for the same and their anticipated duration.

**4.3** The delivery periods fixed in our orders shall commence upon the date of the order. Deliveries are only possible at the agreed times. Goods are accepted only on Monday to Thursday between 7.30am and 9.15am, 9.30am and 12 noon, 12.30pm and 3.30pm and on Fridays between 7.30am and 9.00am and between 9.30am and 1pm.

**4.4** Part deliveries and early deliveries are only permitted if we have expressly indicated our agreement to this. Entitlement to payment shall, however, only fall due on the originally agreed delivery date.

**4.5** If the supplier is in default we shall, in addition to any further statutory claims, be entitled to charge a penalty for breach of contract in the amount of 0.2% of the order value per calendar day but not more than 5% of the net order value; the order value is understood as the agreed remuneration upon completion of

the contract. We are obliged declare the reservation of the contractual penalty for breach of contract no later than upon payment of the invoice following the late delivery.

**4.6** The acceptance of the late delivery/service and/or the reservation and/or the calculation of a contractual penalty does not imply a waiver of damage claims (exceeding the contractual penalty). This shall be without prejudice to any further statutory claims. In enforcing damage claims any contractual penalty which may already have been paid to us by the Supplier shall be offset against the asserted damages.

**4.7** Where required by us in the order, a works inspection certificate in line with EN 10204 or an equivalent internationally recognised inspection certificate listing the characteristics agreed with the supplier shall be enclosed with the delivery along with the delivery note. Where required in our order, full initial sample documentation must be enclosed with initial deliveries, in particular those intended as samples. We must receive an advice specifying our order information on the day of dispatch of each freight delivery.

**4.8** Where, as a result of force majeure, the supplier is unable to deliver on time either wholly or in part or where the acceptance or use of the delivery in our business or by our customer is rendered impossible or rendered substantially more difficult as a result of force majeure, our duty of acceptance shall be postponed as appropriate in line with our actual requirements. If we or our supplier are affected by force majeure, we shall be entitled, at our discretion, to cancel the contract wholly or in part.

**5. Place of performance, transfer of risk, acquisition of title**

**5.1** The place of performance shall be the place to which, according to the order, the goods are to be delivered or where the works or services are to be carried out. The place of performance for our payments is Judenburg.

**5.2** Delivery shall be made by the supplier, properly packaged for transportation FCA, to the address indicated by us or shall be generated there. The risk of the delivery's accidental destruction [loss] or accidental deterioration shall only pass over to us upon acceptance by us or by the carrier instructed by us at the agreed place of performance or following final acceptance of the delivery, whichever is the later in time. The transfer of risk and perils shall always take place in accordance with the agreed Incoterms® clause.

**5.3** In the absence of any agreement to the contrary, the transfer of ownership of the deliveries shall generally take place at the same time as the transfer of risk and rewards or, if partial payments have been agreed, in any case for the relevant part of the deliveries at the latest upon corresponding payment (also by means of offsetting) of the payment instalment agreed for this part and provided that the time of payment is before that of the transfer of risk and rewards in accordance with the Incoterms® clause agreed in each case

**5.4** Insofar as the Supplier's scope of delivery and services also includes erection, installation, assembly and/or commissioning, the transfer of title shall, in the absence of any agreement to the contrary, in any case take place upon delivery of the respective (partial) scope of delivery in accordance with the agreed Incoterms® clause, but the transfer of risk and perils shall take place at the earliest upon unconditional acceptance of the entire scope of delivery and services in accordance with the contractual agreements.

**5.5** Insofar as we have already made an advance payment, we shall acquire the right to have unrestricted ownership transferred to us in the equivalent value of the advance payment already made for plant parts and components already executed or already existing in the supplier's sphere of influence (including any existing documentation) (expectant right). Any further security rights on our part shall remain unaffected by this. In order to avoid seizure or other impairment of this property/these co-ownership shares or expectant rights by third parties or by official measures, the supplier is obliged to take all legally permissible measures to prevent this (labelling as our property, separate storage, etc.). Should a seizure or other impairment of our rights nevertheless occur, the supplier is obliged to notify us immediately in writing of these circumstances and to indemnify and hold us harmless. The supplier assures that its deliveries are free of any kind of retention of title and/or restrictions on disposal.

**6. Retention of title, tools, documentation**

**6.1** We reserve title to the goods provided by us to the Supplier (e.g. parts, components, semi-finished goods).

**6.2** The reservation of title also extends to the full value of the products arising as a result of processing, mixing or combining our goods whereby these processes are carried out for us so that we are considered to be the manufacturers. In those cases where our products are processed, mixed or combined with goods belonging to third parties with existing proprietary rights, we shall acquire joint ownership pro rata to the objective value of these goods.

**6.3** Tools we made available to the supplier and tools manufactured by the supplier on our instructions or ordered from third parties shall, where we have contributed to the cost, remain our property or shall become our property on manufacture or acquisition by the supplier and must be clearly marked as our property by the Supplier.

**6.4** The supplier is obliged to keep these tools for us free of charge, to insure them adequately and upon request to provide us with evidence of the insurance cover. Unless otherwise agreed, the supplier shall be obliged to use these tools exclusively for the manufacture of the parts determined by us.

**6.5** The supplier shall, at its own expense, maintain and repair the tools provided by us. Upon the expiry of the contract the supplier shall surrender these tools to us immediately upon our request without its having any right of retention. When these tools are surrendered they must be in a flawless condition which, both technically and in terms of their appearance, corresponds to their previous use. Maintenance costs shall be for the supplier's account. In no case may the supplier dispose of these tools as scrap without our written consent.

**6.6** All documentation (e.g. drawings, images, test specifications), samples and models, tools and other items which we make available to the supplier remain our property and shall, at our choice, either be surrendered at our request at any time but no later than upon the termination of the business relationship (including any copies, transcripts, extracts and replicas) or destroyed at the supplier's expense. The supplier has no right of retention. Models, templates and similar items produced by the supplier or by a third party based on our order and used by the supplier shall, where they are invoiced to us, be our property and are to be surrendered to us with delivery of the parts unless otherwise agreed in writing.

**7. Confidentiality**

**7.1** The supplier shall not disclose to third parties any information, formulations, drawings, models, tools, technical records, procedural methods, software or other technical or commercial know-how or deliverables obtained thereby to which we have given access or which have been revealed to the supplier via us (further "confidential information"). Such information may only be used in the supplier's business exclusively for the performance of deliveries to us and may only be made accessible to such persons who, in the context of the business relationship, must have knowledge of the confidential information and are bound by a duty of non-disclosure under this provision by the Supplier. This shall also apply beyond the duration of the business relationship for as long as and to the extent that the supplier is unable to prove that the confidential information was already known at the time it was obtained or that it was common knowledge or subsequently became common knowledge other than through the fault of the supplier.

**7.2** The use of confidential information for purposes other than those indicated by us renders the supplier liable to pay damages.

**7.3** The disclosure of confidential information and any transmission of documents, samples or models shall not give rise for the supplier to any entitlement whatsoever to industrial property rights, know-how or copyright and shall not represent a prior publication or right of prior use within the meaning of the German Patent or Utility Models Act (Patent- und Gebrauchsmustergesetz).

## 8. Warranty, other liability and rights

**8.1** Unless otherwise specified below, the statutory terms shall apply in relation to our rights in case of material defects and defects of title affecting the goods (including wrong delivery and short delivery, and deficient assembly, operating or instruction manual) and in case of other breaches of obligation by the supplier.

**8.2** The burden of proof for the non-existence of a defect occurring during the warranty period shall be borne by the supplier.

**8.3** We shall only check the delivered goods on the basis of the accompanying documents for identity and quantity as well as for externally recognisable transport damage. We shall notify the supplier of any defects in the delivery as soon as they are discovered in the ordinary course of business within a reasonable period of at least five working days after discovery. In the case of delivery of machines, machine parts and machine-like equipment which are to be assembled at our premises by the supplier or by third parties commissioned by the supplier, the period for notification of defects shall commence with the start of operational capability after assembly has been completed. In addition, we shall have no obligation to inspect/notify defects upon acceptance/acceptance of the deliveries within the meaning of the provisions of §§ 377 and 378 UGB. The provisions of §§ 377 and 378 UGB shall therefore not apply and the supplier waives the defence of delayed notification of defects in this respect.

**8.4** With regard to the judicial assertion of warranty claims arising within the warranty period, a limitation period of three years shall apply from the date on which the claims arise. The supplier shall remedy any defects occurring/emerging within the warranty period free of charge within a short but reasonable period of time at our discretion either by improvement or replacement/subsequent delivery. When remedying defects, the supplier shall take into account our legitimate interests, in particular in connection with the technical production requirements and the necessity of undisturbed operation. Notwithstanding the fundamental priority of defect rectification or replacement, the options/remedies of price reduction and cancellation shall also remain at our reasonable discretion. In the event of defects whose rectification cannot be delayed (imminent danger), we shall be entitled to rectify/remove them ourselves or have them rectified/removed by third parties without delay at the expense and risk of the supplier, whereby warranty claims shall remain unaffected by this, provided that the rectification of the defect in question has been carried out professionally. The warranty period in the above sense shall commence from the time of complete fulfilment of all contractual and statutory obligations of the supplier as well as unconditional acceptance or (if contractually agreed) unconditional acceptance of the deliveries/services by us. The warranty period for hidden defects and defects of title shall commence at the earliest when they become recognisable. In the event of an improvement/replacement/repair or a subsequent delivery, the warranty period for the scope of delivery and services concerned shall commence anew after successful completion of the defect rectification. In addition, the warranty period for the entire scope of delivery and services shall commence anew if the defect significantly restricts or prevents the functionality or use of the delivery. In any case, the warranty period as defined above shall end no later than 48 months after the original start of the warranty period for the deliveries. The warranty period, including the 48-month period just mentioned, shall be interrupted by downtimes/periods of non-usability for the entire delivery caused by the supplier or due to defects. This applies in particular to periods during which remedial work is carried out.

**8.5** Any other rights to which we may be entitled due to the defectiveness of the deliveries shall remain unaffected by this.

**8.6** The supplier is obliged to provide us with unrestricted and unencumbered ownership or right of use. There must be no restrictions of any kind, such as claims and rights of third parties, and the rights of third parties must not be infringed by the deliveries or the operation or use of the delivery items. In the event of a breach of this obligation, the supplier shall indemnify and hold us completely harmless from and against all claims and costs (e.g. third-party claims).

**8.7** Unless provided otherwise in this clause, the supplier shall be liable in accordance with the statutory terms (incl. product liability regulations), for damages/defects caused by him (or third parties attributable to him) without such liability being limited or excluded on the basis of cause or amount. The supplier shall indemnify and hold us harmless for any claims by third parties due to culpable acts and/or omissions by the supplier or persons attributable to the supplier.

## 9. Limitation periods

**9.1** Unless stated otherwise, the limitation period for the contractual parties' mutual rights to compensation of damages shall be governed by the statutory provisions.

**9.2** This provision is without prejudice to the further legal rights to which we are entitled.

**9.3** Claims in relation to defects of title shall furthermore in no case become time-barred if the third party claiming is still able to enforce its rights against us, particularly in the absence of any limitation period.

## 10. Product liability

**10.1** Insofar as claims are asserted against us by third parties under national/international product liability laws due to the defectiveness of the supplier's deliveries, the supplier shall indemnify and hold us harmless in this respect. In this context the supplier shall also be obliged to reimburse us all cost which is incurred by us due to or in connection with a product recall or any other measure carried out by us. This shall be without prejudice to any further statutory claims.

**10.2** The supplier undertakes to take out extended insurance cover for product liability and product recall costs with an insured amount of, in each case, at least EUR 5,000,000 (five million euros) per event of personal injury/material loss or damage - all-inclusive; our claims shall not, however, be limited to the insured amount.

## 11. Subcontracting to third parties

Subcontracting to third parties shall only be permitted with our written consent; otherwise we shall be entitled to rescind the contract wholly or in part and to claim damages.

## 12. Industrial property rights, copyright

**12.1** The supplier guarantees that the goods, items and equipment supplied and their use are free of industrial property rights, copyright and other third-party rights, that no third-party intellectual property is being infringed and there is no breach of statutory or official regulations.

**12.2** The supplier shall be obliged to indemnify us and our customers against all claims brought against us or our customers by third parties as a result of or in connection with the deliveries or their application.

**12.3** The supplier's indemnity obligation shall cover all expenditure incurred by us due to or in connection with utilisation via a third party.

## 13. Quality assurance, CFSI

**13.1** The supplier undertakes to maintain throughout the whole of the business relationship a quality management system DIN EN ISO 9000 et seq, which must guarantee the flawless quality of the deliveries to us, to monitor it at regular intervals through an internal audit and where deviations are discovered, to implement the necessary measures without delay. We shall have the right to verify the supplier's quality assurance at any time following prior notice. The supplier shall, upon request, grant us access to certification and audit reports as well as to test procedures carried out, including all test records and documentation concerning the delivery.

**13.2** Suppliers who perform calibration shall carry out this calibration according to the requirements of DIN EN ISO 17025. Each calibration shall be traceable to national and international normals. Subcontracting of calibration to third parties shall only be permitted if such subcontractor is certified accordingly and proof of certification is presented to us. If an adjustment of the measuring device becomes necessary in the course

of the calibration procedures, supplier shall document the condition of the device before and after each adjustment.

**13.3** Supplier shall take the necessary precautions in order to reduce the risk of CFSI (Counterfeit, Fraudulent and Suspicious Items) entering the supply chain. All of supplier's purchasers must be aware of the risks and dangers associated with CFSI entering the supply chain and must understand their role in the mitigation of such risks.

## 14. Advertising

Reference to our orders for advertising purposes shall only be permitted with our express agreement.

## 15. Assignment of claims and right of retention

**15.1** Without our prior written agreement the supplier shall not be entitled to assign its claims against us either wholly or in part or to dispose of them in any other way.

**15.2** We shall be entitled to the statutory rights of set-off and retention.

## 16. Ecology/the environment; occupational safety; REACH; conflict minerals; other statutory requirements

**16.1** The supplier is obliged to appropriately mark and label products which are subject to the national or international flammable or dangerous goods regulation. Where no proper notification is given the supplier shall be liable to us for the resulting loss or damage. The same shall apply to third-party loss or damage where claims are made against us by third parties as a result of such loss or damage.

**16.2** The supplier acknowledges that, as manufacturers of goods/articles, we are a so-called "Downstream User" within the meaning of the European Community Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals No. 1907/2006 ("REACH") and warrants that it will comply with all REACH requirements, in particular those which are necessary in order to be able to process, sell or market within the EU, in particular: (a) to comply with the obligation to inform in Art. 33 REACH Regulation, according to which a supplier is obliged to notify its customer (EagleBurgmann Germany GmbH & Co. KG) promptly and without delay of the existence of substances of very high concern (SVHC) with more than 0,1 % and if necessary to give instructions for a safe use. The notification shall contain the material number, the substance of concern and its percentage share on weight by weight basis and must be sent to us. The latest list of substances of concern is available at <https://echa.europa.eu/de/candidate-list-table>. It must be noted that this list is updated twice every year and that the most recent list only may be used as reference. If we don't receive such notification about the existence of SVHC from the supplier, we assume that the products delivered by the supplier do not contain SVHC with a share of more than 0,1%. Should the supplier deliver products containing SVHC without such prior notification according to Art. 33 REACH Regulation, we reserve the right to claim any resulting cost or damage -whether they incur at EagleBurgmann Germany GmbH & Co.KG or at third parties- from the supplier.(b) to pre-register, register or approve chemical substances or preparations to the extent legally required, (c) to implement internal organisational measures documenting compliance with REACH, (d) to ensure that a use of chemical substances or preparations within goods (including packing materials) which we or our customers have notified/reported to the supplier is covered by the corresponding (pre-) registration or approval if necessary, and (e) not to sell/deliver any goods of any kind that contain banned substances ((a) to (e) together being "REACH compliance").

**16.3** The supplier accepts that breaches of REACH compliance result, as a matter of principle within the meaning of applicable law, in a defect in the material, the preparation or other goods/articles and it shall indemnify us against all claims, obligations, costs and loss or damage caused by the supplier as a result of a breach of the aforesaid REACH compliance and shall at its own expense support us in the enforcement of the same.

**16.4** In addition, the supplier confirms to comply with all directives, laws and regulations applicable in the European Union - even if these are not applicable at its registered office - and to only deliver to us such delivery items that are compliant with the applicable regulations (in particular POP Regulation, EU 2019/1021).

**16.5** The supplier has implemented an HSE management system analogous to ISO 14001, ISO 45001 and ISO 50001. It continuously undertakes to improve its environmental performance as well as workplace safety. The target for occupational safety is "Zero accidents". Furthermore, through appropriate risk and crisis management, the supplier shall contribute to the avoidance of any missed deliveries caused by disruptions in the production process (fire, strike etc.).

**16.6** The supplier undertakes to comply with ILO (*International Labour Organization*) Standards.

**16.7** The supplier must provide us with all the information that we need in order to be able to meet our customers' requirements or requests at short notice as well as to comply with any statutory requirements (e.g. the Dodd-Frank Act Section 1502 Conflict Minerals). This applies both in relation to requirements from third countries as well as those of the European Union and the Federal Republic of Germany.

## 17. Compliance; export controls; customs

**17.1** With regard to the existing business relationship with us, the supplier undertakes to comply with all laws applicable to it as well as the specifications in compliance codes or other codes notified to it by us in accordance with the German Supply Chain Act.

**17.2** The supplier guarantees that it maintains no direct or indirect commercial or other ties with terrorists, terrorist organisations or other criminal or anti-constitutional organisations. In particular, through adopting suitable organisational measures, the supplier shall independently ensure the implementation of applicable embargo orders, the European anti-terrorism and anti-crime regulations applicable in the context of the supplier relationship as well as the corresponding US and other applicable provisions in the context of its business operations, particularly through appropriate software systems.

**17.3** Where prohibitions or consent obligations currently exist under the current EU Dual-Use Regulation, under the German Foreign Trade Regulation AL Enclosure of the current export list or the current US Commerce Control List for manufactured or delivered goods (products, software, technology) as such or as components or auxiliary equipment, the supplier shall automatically notify this in writing. The Supplier is generally obliged to make deliveries in compliance with the applicable requirements of national and international import, export, customs and foreign trade law (hereinafter jointly referred to as "Foreign Trade Law"). This also applies accordingly to the purchase and use of goods, products and services (including the purchase or use of software and technical support) by the supplier for the manufacture or other preparation for or the actual provision of deliveries to us ("input material"). The supplier shall notify us in writing before making the deliveries if the deliveries, the input material, its components or ingredients (in whole or in part) originate in countries that are on a relevant sanctions list or that are subject to other restrictive measures under applicable foreign trade law (hereinafter jointly referred to as "Restrictions"), also with regard to the intended subsequent use by us or the place of use, insofar as these are known to us. In such a case, we are entitled to demand from the supplier, at the supplier's expense, such deliveries that are not subject to any restrictions. In particular, the supplier may only use such natural or legal persons (including sub-suppliers) (hereinafter "authorised agents") for the provision of deliveries who are not listed in relevant national or international sanctions lists or who may not be used in the context of the provision of deliveries to us due to the applicable foreign trade law.

**17.4** The supplier undertakes to keep evidence of the origin of the goods, i.e. the supplier must promptly supply the necessary declarations regarding the goods' origin in terms of trade and preferences (supplier declaration or certificate of origin) and also promptly and automatically give notice of any change of origin. Where relevant, the supplier shall give evidence of its information on the origin of the goods by way of a data sheet issued by its customs office. If the supplier fails to comply with this obligation, it shall be liable for all loss or damage and commercial disadvantages thereby arising.

## 18. Compliance with Employee Protection Law

**18.1** The Supplier undertakes to comply with all statutory provisions on employee protection and the employment of foreign nationals. In particular, it is obliged to comply with the Industrial Code (GewO), the Working Hours Act (AZG), the Labour Rest Act (ARG), the Wage and Social Dumping Prevention Act (LSD-BG) and the Foreign Nationals Employment Act for its employees and employees of its subcontractors.

**18.2** The supplier shall, upon our written request and taking into account confidentiality obligations and commercial secrets, provide us with evidence of compliance with the provisions relating to it in appropriate form.

**18.3** Should violations of these laws occur which lead to liability on our part, the supplier shall assume responsibility for this and shall indemnify and hold us completely harmless and, in particular, shall also assume our legal representation costs.

**18.4** In case of any reckless or deliberate breach by the supplier of the above obligations, we shall be entitled to terminate the relevant contract or the relevant contractual relationship without notice.

## 19. Applicable law, jurisdiction

**19.1** These Terms and Conditions of Purchase and all legal relationships between us and the Supplier shall be governed exclusively by Austrian law, with the exception of its conflict of law rules. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral and multilateral treaties for the purpose of unifying international sales shall be excluded.

**19.2** The exclusive place of jurisdiction for all claims arising from the business relations with the supplier, in particular from contracts or concerning their validity, shall, at our discretion, be either the place of performance or the court with subject-matter jurisdiction for our registered office. We shall, however, also be entitled at our discretion to sue the supplier at any other general or particular place of jurisdiction.

**19.3** We shall also be entitled, at our discretion, to have all claims, disputes or differences of opinion arising from business relations with suppliers finally settled by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), to the exclusion of recourse to the ordinary courts of law. The place of arbitration shall be Vienna, Austria. The language to be used in the arbitration proceedings shall be German.

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## EagleBurgmann Austria GmbH

Vogelweider Straße 44a  
5020 Salzburg  
Austria

Tel. +43 662 825701  
Fax +43 662 825703  
Info.at@eagleburgmann.com  
[www.eagleburgmann.com](http://www.eagleburgmann.com)

a member of  
 EKK and FREUDENBERG