

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## **1. Scope and validity of the contract**

These General Terms and Conditions of Purchase apply to all orders placed by Vulcascot with its suppliers. They also apply to all future transactions with the supplier. These terms and conditions can only be excluded by an explicit written and personally signed declaration by authorized representatives of our company. Under no circumstances shall the terms and conditions of our contractual partners, which are expressly excluded, be valid and applicable.

## **2. Conclusion of contract**

Offers made by Vulcascot are subject to change and may be withdrawn until receipt of the declaration of acceptance. Vulcascot may correct any typing or calculation errors even after conclusion of the contract. Cancellations by the Customer are only possible with Vulcascot's consent. Clause 9 applies accordingly.

## **3. Prices**

Unless otherwise agreed, the prices quoted in the offer or order form are net prices ex works. Increases in the purchase price of the goods between order and invoicing entitle Vulcascot to increase the sales price by the same amount. Vulcascot is entitled to issue partial invoices after partial delivery.

## **4. Terms of payment**

Payments shall be made within 14 days of invoicing in cash or by bank transfer without deductions, discounts and free of charges. Checks are only accepted on account of payment. Offsetting is only permitted with legally established claims. Irrespective of the purpose of the payment, Vulcascot may also apply it to older invoices, interest or costs. Default interest of 12% p.a. is agreed upon. In case of default of payment of a partial invoice, the entire price becomes due immediately and Vulcascot is not entitled to provide any further services until payment has been made. is obligated. In this case, Vulcascot may also withdraw from individual or all contracts.

## 5. Retention of title

Delivered goods remain the property of Vulcascot until full payment (including interest and legal costs); they may not be pledged without Vulcascot's written consent. In case of processing or mixing, Vulcascot acquires co-ownership of the new item. If the goods are resold, the proceeds or the purchase price claim shall be deemed assigned to Vulcascot. The Customer shall immediately transfer the proceeds to Vulcascot in case of separate storage or inform his customer of the assignment of the claim. While the retention of title is valid, the Buyer shall maintain the goods at his own expense. In case of breach of contract, such as default of payment, Vulcascot is entitled to take back the goods at the expense of the Buyer without prior notice. This does not constitute a withdrawal from the contract. The Buyer is obliged to surrender the goods.

## 6. Delivery

Vulcascot endeavors to meet agreed delivery dates. Reasonable delays in delivery shall be deemed approved by the Buyer. This also applies to delays in delivery in case of direct delivery from the warehouse of Vulcascot's supplier (drop shipment). A fixed-date transaction requires express agreement. In case of delivery on call, the goods shall be deemed to have been called at the latest 3 months after the order. In the event of force majeure, such as official interventions, labor disputes, epidemics, pandemics, armed conflicts, etc., or the failure of a supplier who is difficult to replace, the delivery period shall be extended accordingly, Vulcascot may also withdraw from the contract in such cases. Upon delivery of the goods, the risk is transferred to the customer. In case of delivery or shipment of the goods, the risk is transferred to the Customer when the goods are handed over to a forwarding agent or carrier, at the latest, however, when the goods leave the premises of Vulcascot, even if the delivery is made by vehicles of the Supplier. This also applies if the goods are delivered directly from the warehouse of a Vulcascot supplier (drop shipment). The type of shipment is determined by Vulcascot. Any necessary permits must be obtained by the customer. Insurance shall only be taken out at the request and expense of the customer. Deliveries are subject to national or international regulations of foreign trade law, embargos, sanctions, or other legal prohibitions. Vulcascot may withdraw from the contract without granting a grace period if the Customer is in default of acceptance or fails to fulfill his obligations to cooperate. Item 9 shall apply accordingly (also to additional costs).

## 7. Warranty

The warranty period is 6 months. The limitation period for warranty claims is 3 months from the expiry of the warranty period. The presumption of defectiveness according to § 924 ABGB is excluded. The Customer shall immediately inspect the goods for defects and notify Vulcascot in writing of any defects or alleged incomplete execution within 7 days from the date of detection. Otherwise, the goods shall be deemed approved. Vulcascot shall not be liable for defects resulting from improper use, repairs not previously authorized by Vulcascot, compliance with Austrian standards or default of payment by the Customer. Vulcascot may, at its discretion, remedy the notified defects itself or have them remedied by third parties within a reasonable grace period. Replacement or improvement shall not extend the warranty period. If Vulcascot is a dealer of the goods it sells, the warranty obligation is limited to the assignment of the claims Vulcascot is entitled to against its supplier.

## 8. other liability

Vulcascot shall only be liable to the Customer for willful and grossly negligent breach of its contractual obligations in accordance with the following provisions. Liability for slight and simple gross negligence is excluded in any case. Any liability of Vulcascot is limited to typically foreseeable damages suffered by the Customer and is limited to the amount of the contractually agreed remuneration paid to Vulcascot for the underlying services when due. Vulcascot is in no case liable for loss of profit, consequential damages, indirect damages, and pure financial losses of any kind. Any claim for damages can only be asserted in court within six months after the claimant has become aware of the damage, but at the latest within two years after the event giving rise to the claim. The Customer guarantees that Vulcascot's services - to the extent permitted by law and unless otherwise expressly agreed with Vulcascot in writing - will be used exclusively for the Customer's purposes and not for third parties. However, if Vulcascot's services are passed on to third parties or used for third parties, Vulcascot shall not be liable to third parties. Should Vulcascot exceptionally be liable towards third parties, the provisions of this clause 8, all limitations of liability contained herein, shall apply not only in the relationship between Vulcascot and the Customer, but also towards these third parties. In any case of third parties asserting claims for damages against Vulcascot, the Customer shall fully indemnify Vulcascot against such claims. The maximum amount of liability agreed above shall only apply once in total to all injured parties, even if several persons (the customer and a third person or several third parties) have been injured. Injured parties will be compensated according to their claims.

Vulcascot shall in no case be liable for damages which the Customer could have prevented by taking reasonable measures such as using the goods in accordance with their intended use and the contract, observing instructions for use or carrying out recommended incoming goods inspections. The Customer shall transfer this obligation to his contractual partners and ensure that appropriate warning and safety notices are affixed to the goods and machines.

#### **9. compensation for damages in case of withdrawal from the contract**

If the Customer withdraws from the contract for reasons for which Vulcascot is not responsible, Vulcascot may demand a lump-sum compensation of 30% of the net order value.

The same applies if Vulcascot withdraws from the contract for reasons for which the Customer is responsible. Further claims remain unaffected.

#### **10. Confidentiality**

Each contracting party shall keep confidential information and documents of the other contracting party secret beyond the end of the contractual relationship and shall neither record nor utilize them nor pass them on to third parties, unless necessary to achieve the purpose of the contract.

#### **11. Place of jurisdiction, applicable law, severability clause**

The invalidity of individual provisions of the contract shall not affect the validity of the remaining provisions. An invalid provision shall automatically be replaced by a provision that comes closest to its economic content. The contracts are subject to Austrian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the international conflict of law rules. The place of jurisdiction for any disputes shall be the competent court for commercial matters in Vienna.