

Hagleitner Hygiene INTERNATIONAL GmbH  
Lunastraße 5  
A-5700 Zell am See  
hereinafter known as "HAGLEITNER"

## **HAGLEITNER GROUP (all companies at home and abroad) – Purchase conditions**

### **1 Validity, supplementary standards**

- 1.1 These Purchase conditions shall apply for all business transactions with the supplier, even if they are not mentioned in later agreements. They shall also apply if the supplier makes reference to their own business terms and conditions, in particular on acceptance of the order or in the order confirmation, unless HAGLEITNER has expressly agreed to these terms and conditions.
- 1.2 If HAGLEITNER does not expressly agree to deviating terms and conditions stipulated by the supplier, these shall be considered rejected. The confirmation or execution of the order by the supplier shall be considered as their consent to these Purchase conditions.
- 1.3 Supplementary to these Purchase conditions, separately made call-off agreements with HAGLEITNER shall apply.

### **2 Supply agreement, supply call-off**

- 2.1 Offers prepared by the supplier shall be free of charge to HAGLEITNER. Deviations made at our request must be expressly indicated in the offer; if necessary, appropriate drawings are to be included.
- 2.2 An order shall not be considered issued until it has been communicated in writing by HAGLEITNER, and properly confirmed in writing in case of verbal, telephone or electronic orders by authorised persons only. Orders prepared with the aid of an automatic device shall apply as written in terms of the abovementioned regulations, even when the signature and name are missing.
- 2.3 Immediately; at the latest however 48 hours after the orders are received, the supplier must transmit an order confirmation which expressly states the price and delivery date. Deviations with regard to the contents of the order and subsequent changes to the agreement shall not be considered agreed until HAGLEITNER has expressly confirmed them in writing. Price deviations shall be communicated in writing without delay.
- 2.4 Confirmations from the supplier on the individual call-offs for serial deliveries are mandatory. Delivery schedule call-offs shall be considered accepted inasmuch as the supplier does not immediately (within 48 hours) electronically raise an objection. Such call-offs contain a special note on obligations for delivery applicable in case of delayed objection.
- 2.5 If facts are made known to HAGLEITNER which place the supplier's performance capability in question, HAGLEITNER is then authorised to demand, prior to further fulfilment of their payment or other obligations, the full implementation of the performance by the supplier or an appropriate safety guarantee with the statement of an appropriate deadline. After expiry of this deadline, HAGLEITNER shall be authorised to withdraw from this agreement. Facts which might place the performance capability of the supplier into question are in particular sustained seizures or other enforcement measures and the application for the opening of bankruptcy proceedings.

### **3 Delivery dates and deadlines, delays**

- 3.1 The agreed delivery deadlines or dates are binding. Delivery deadlines shall start from the date of order. Within the delivery deadline, the goods must have been received at the reception point stated by HAGLEITNER.
- 3.2 Should delays be expected, the supplier must notify HAGLEITNER of this fact immediately. The decision made by HAGLEITNER on further procedures shall be communicated to the supplier within 24 hours.
- 3.3 Should the supplier delay deliveries, HAGLEITNER shall have the right to demand a blame-independent contractual penalty of 5% of the order value per started week, at the most however 50% of the order value. Furthermore, HAGLEITNER reserves the right to assert the contractual penalty up to final payment, even if they accept a delayed delivery. Their right to further claims for damages shall not be excluded through the demand for a contractual penalty. The contractual penalty shall be added to these claims for damages. HAGLEITNER is not obligated to accept early deliveries or partial deliveries which have not been expressly arranged, unless this has been agreed on in advance with the supplier.

### **4 Prices**

Orders shall only be issued at fixed prices. An increase of the same shall be excluded for whatever reason. Inasmuch as nothing else has been agreed in writing, the price shall include the delivery condition "DDP" acc. Incoterms 2010 including packaging. The agreement of conditions stating otherwise such as CIP, DAP or FCA shall remain reserved. No remuneration shall be granted by HAGLEITNER for the preparation of the offer, for cost proposals, plans and similar.

## **5 Delivery, transfer of risks, packaging**

- 5.1 The delivery shall take place at the supplier's cost, free of charge to the reception point specified by HAGLEITNER. Should HAGLEITNER, as an exception to the rule, have to bear the freight costs as agreed in a separate written agreement, the supplier shall select the transportation method stipulated by HAGLEITNER or procure the least expensive method of transportation for HAGLEITNER, or HAGLEITNER shall be responsible for picking up the goods at their own cost.
- 5.2 The supplier must ensure that the goods are packaged in accordance with the requirements on the components.
- 5.3 The transfer of risks onto HAGLEITNER shall not be carried out until HAGLEITNER has approved the goods at the reception point; in case the supplier sets up or assembles the delivered goods, the transfer of risks onto HAGLEITNER shall occur on commissioning at the HAGLEITNER company.
- 5.4 The packaging shall be included in the price. If, as an exception to the rule, something else is arranged in writing, the packaging shall be calculated at cost price. In case of returns, at least two thirds of the calculated value shall be credited.

## **6 Proof of origin**

- 6.1 The supplier shall be obligated to submit a written declaration on the customs origin of the subjects of delivery. If the goods prove consistent with the preferential rules of origin, a long-term supplier's declaration shall be issued. This must be completed on request within 14 days after receipt and be submitted to HAGLEITNER completed and signed as legally binding.
- 6.2 With the preparation of this offer, but at the latest with the delivery of the prototype, the supplier must announce the origin of the subject of delivery. A change in origin must be communicated to HAGLEITNER immediately and unprompted using a form recognised by the customs authorities, stating the HAGLEITNER article designation. In case of culpable infringement of obligations by the supplier, they shall be held liable for all disadvantages relating to this as accrued by HAGLEITNER.

## **7 Method of payment, transfer of ownership, assignment and compensation**

- 7.1 Payment shall take place after complete reception of the goods or complete provision of services and after receipt of the invoice as selected by HAGLEITNER at the following conditions inasmuch as nothing deviating from this has been agreed with the supplier.  
  
With 3% discount within 14 days, or net within 60 days. The sending of the monetary payment shall suffice as compliance with the stated deadlines.
- 7.2 The goods shall be transferred free from encumbrances into the property of HAGLEITNER at the latest on payment. Payments shall only be made to the supplier. Claim assignments onto third parties shall be excluded.
- 7.3 The supplier shall only be authorised to settle or assert rights of retention if the counterclaims have been legally determined or are indisputable.

## **8 Requirements on the subject of delivery, warranty**

- 8.1 The subject of delivery is to be conducted in a manner usual for the trade acc. the written order by HAGLEITNER and the pertinent DIN regulations and appropriate international standards in the respective valid versions.
- 8.2 The supplier shall assure HAGLEITNER that the goods accord with the safety regulations applicable in the European Economic Region at the time of the delivery. If the subject of delivery is a product in terms of the Product Safety Law (PSG 2004), the supplier shall assure HAGLEITNER that the regulations have been maintained in their respective valid version.

If tangible indications exist that the subject of delivery does not accord with the regulations laid down in the PSG 2004, the supplier is obligated to provide on request the verification of the observation of the PSG 2004, for example through the presentation of an inspection certificate from which it is clear that the subject of delivery has been subjected to a type examination by a testing institute.

- 8.3 The supplier shall assume responsibility for the subject of delivery possessing the assured properties, according with the respective recognised technological regulations and not having defects which annul or reduce the value or the suitability for the intended use and/or purpose.
- 8.4 HAGLEITNER has the right to the legal warranty rights – including the rights to claims for damages – to the following conditions:
  - 8.4.1 If individual spot checks on a delivery reveal defects, then HAGLEITNER can claim for the entire delivery or withdraw from the agreement.
  - 8.4.2 If the supplier does not comply with the obligations on subsequent performance within an appropriate deadline set by HAGLEITNER, then HAGLEITNER shall be authorised to remove the defects themselves at their own discretion or to demand a reduction in price or a conversion. Claims for damages over and above this shall remain unaffected. With the consent of the supplier, HAGLEITNER is permitted to conduct subsequent repairs immediately themselves or to have them conducted by a third party, irrespective of other claims. Any costs thus generated shall be borne by the supplier. Minor defects (costs of up to 10% of the order value) can be removed by HAGLEITNER or HAGLEITNER can have them removed immediately even without the consent of the supplier at the supplier's cost. HAGLEITNER also holds the immediate right to conduct subsequent repairs themselves to prevent hazards or the compromising of operational safety or in case disproportionately high damages are pending at HAGLEITNER or at third parties. In such cases, the supplier must be informed immediately.
  - 8.4.3 In the absence of any other agreement, the warranty period shall total 24 months from handover of the end device to the end customer. The warranty period shall in any case end 48 months after delivery of the object to HAGLEITNER.
- 8.5 If HAGLEITNER changes the purchasing agreement due to a defect, the supplier shall also reimburse HAGLEITNER with the agreement costs, if HAGLEITNER is not to blame for the defect.
- 8.6 If claims are made on HAGLEITNER by their sales partners or end customers in the form of warranty claims, the supplier shall indemnify HAGLEITNER from such claims independent of the deadlines stated in Point 8.4.3 inasmuch as they are based on defects in the objects supplied by them.
- 8.7 HAGLEITNER sees the notification of defects acc. § 377 HGB as sufficient, if HAGLEITNER notifies the supplier of detectable defects within 30 days after delivery and of hidden defects within 30 days after discovery. The acceptance of the goods and their processing, payment and re-ordering of goods not yet recognised and announced as being defective cannot be purport to be an approval of the delivery or the waiver of claims for defects.
- 8.8 Suppliers of machines, vehicles and other objects with spare parts requirements must also be able to supply HAGLEITNER even after expiry of the warranty period with original spare parts, accessories and tools, and this up to 10 years after commissioning.
- 8.9 HAGLEITNER shall have the right to inspect and, if possible, to put into test operation the subject of delivery at the supplier's works prior to it being sent to HAGLEITNER. The supplier shall grant HAGLEITNER access to their production facilities for this purpose after prior arrangement.
- 8.10 Inasmuch as the supplier has been obligated to keep safety stocks consistently in stock for our availability, HAGLEITNER shall have the right to convince themselves that these stocks are being maintained at regular intervals after prior arrangement of a date for an on-site visit.

## **9 Product liability, indemnity against liability**

- 9.1 The supplier is obligated to indemnify HAGLEITNER from product liability claims made by third parties if and inasmuch as they are held responsible for the product fault and the damages incurred according to basic product liability principles. Further legal claims shall remain unaffected.
- 9.2 Within the scope of this obligation, the supplier shall further be obligated to reimburse HAGLEITNER any expenses resulting from a product recall incident conducted by HAGLEITNER. If possible and feasible, HAGLEITNER shall inform the supplier of the content and scope of the product recall incident, and give them the opportunity to make a statement.

## **10 Claims for damages by the supplier**

10.1 Claims for damages made for whatever legal reason by the supplier shall be excluded unless they are based on intent or gross negligence on the part of HAGLEITNER. The supplier must be able to prove this intent and gross negligence. The restrictions on claims for damages shall not apply in case of damages suffered by people.

10.2 As soon as the liability of HAGLEITNER is excluded or limited, this shall also apply for the personal liability of the salaried employees, workers, employees, representatives and vicarious agents of HAGLEITNER.

## **11 Exemption from third-party claims**

The supplier shall be responsible for ensuring that no rights are violated in connection with their delivery. With regard to this, HAGLEITNER hereby states that HAGLEITNER products are sold world-wide.

If claims are made by third parties towards HAGLEITNER due to a violation of their rights, the supplier shall be obligated to indemnify HAGLEITNER from these claims. The indemnity obligation shall refer to all expenses which HAGLEITNER necessarily accrues with regard to the claims made by third parties, including any costs for legal defence (legal fees, lawyer's costs).

## **12 Force majeure, industrial disputes**

12.1 If HAGLEITNER is prevented due to force majeure in the fulfilment of their contractual obligations, in particular the acceptance of goods, then HAGLEITNER shall be free from the performance obligations for the duration of the obstruction plus an appropriate start-up period without the supplier being able to withdraw from the agreement or make claims for damages.

12.2 Force majeure represents unforeseeable situations for which HAGLEITNER cannot be held responsible, and which make the fulfilment of the obligations unreasonably difficult or temporarily impossible for HAGLEITNER. Examples of this are industrial disputes, measures taken by the responsible authorities, a lack of energy and major business disruptions, for example through the destruction of the entire company or of important systems.

12.3 Should these obstructions last for more than four months, both parties shall have the right to withdraw from the agreement.

## **13 Protection of brands and intellectual property**

13.1 Goods which the supplier produces completely or in part in accordance with specifications from HAGLEITNER may not be delivered to third parties. This also applies for goods which HAGLEITNER has justifiably not accepted from the supplier. In case of violations, HAGLEITNER shall be authorised to withdraw from all as-yet undelivered orders without the supplier being able to demand a contractual penalty. In addition, the supplier shall pay HAGLEITNER a contractual penalty to the sum of 50% of the net invoice value which the third party has paid for the supplied goods. The contractual penalty shall be added to further claims for damages which shall remain unaffected.

13.2 No rights on the brands under which HAGLEITNER sells the products produced by the supplier shall arise for the supplier from the agreements made between HAGLEITNER and the supplier. Should the supplier procure the rights to the brands, the supplier shall be obligated to transfer such rights without delay onto HAGLEITNER. The supplier obligates themselves not to register any of the brands under which HAGLEITNER sells the products produced or delivered by the supplier as their own brands or to cause another party to register these brands, and not to register domains under the designation themselves or through third parties.

13.3 If improvements are made by the supplier with regard to the order, HAGLEITNER shall have a non-exclusive right of use free of charge for commercial use of the improvement and any protective rights.

## **14 Objects provided or handed over by HAGLEITNER; confidentiality**

14.1 Inasmuch as HAGLEITNER provides parts to the supplier, HAGLEITNER reserves the property rights to the objects. Processing or remodelling by the supplier shall be exclusively conducted for HAGLEITNER. If the reserved goods are processed by HAGLEITNER using other objects which do not belong to HAGLEITNER, then HAGLEITNER shall procure co-ownership of the new object to the proportion of the value of the objects from HAGLEITNER (purchase price plus VAT) on the other processed objects at the time of processing.

14.2 If the object provided by HAGLEITNER is inextricably connected with other objects not belonging to HAGLEITNER, then HAGLEITNER shall procure co-ownership of the new object to the proportion of the value of the reserved goods by HAGLEITNER (purchase price plus VAT) on the other connected objects at the time of processing. Should the processing take place in such a manner that the object belonging to the supplier can be regarded as the principle object, it shall be considered agreed that the supplier shall transfer to HAGLEITNER the proportion of the co-ownership; the supplier shall maintain the sole ownership or co-ownership for HAGLEITNER.

14.3 HAGLEITNER shall reserve the property rights for samples, models, drawings, printing templates, technical instructions, production equipment such as tools or devices (hereinafter samples and production equipment). The supplier is obligated to use the samples and production equipment exclusively for production of the goods ordered by HAGLEITNER; they may not forward them on to third parties. They are to be issued at any time free of charge to HAGLEITNER if requested.

The supplier is obligated to insure the samples and production equipment at their original value and at the supplier's own cost against fire, water and theft damages. At the same time, the supplier shall already transfer all claims for damages from this insurance onto HAGLEITNER as of now; HAGLEITNER hereby accepts the transfer.

14.4 Inasmuch as samples and production equipment have been paid for by HAGLEITNER, these shall be transferred into the property of HAGLEITNER immediately on production by the supplier, and shall be stored free of charge by the supplier for HAGLEITNER. The supplier shall agree in advance on the ownership of the property by HAGLEITNER. Should additional actions or explanations be required on the transfer of property, the supplier shall undertake or submit these unprompted and without delay. However, should nothing to the contrary have been agreed upon with the supplier, payments shall not be due until HAGLEITNER has conducted a sample test and the technical approval has been submitted in writing.

14.5 The supplier is obligated to conduct any required maintenance and inspection work and all maintenance and repair work at their own cost in good time on HAGLEITNER's tools and equipment. They shall notify HAGLEITNER of any malfunctions: should they culpably omit to do so, claims for damages shall remain unaffected.

14.6 The supplier shall be obligated to keep all samples and production equipment and other documents and information received by HAGLEITNER strictly confidential. They may only be disclosed to third parties with the express permission of HAGLEITNER. The obligation of secrecy shall also apply after processing or termination of the agreement. It shall expire if and inasmuch as the production knowledge transferred as depictions, drawings, calculations and other documents have become common knowledge.

14.7 Documents on the design or production of HAGLEITNER products which HAGLEITNER has provided to the supplier during purchasing negotiations which have not led to issue of an order shall be returned to HAGLEITNER immediately after the purchasing negotiations have ended.

14.8 The contractor shall only be authorised in the form of written consent by the orderer to transfer fulfilment of their contractual obligations in full or in part onto subcontractors. The relocation of own production facilities in part or in full must be announced to HAGLEITNER early on, at the latest 2 workdays subsequent to the decision being finalised on the measure.

## **15 Invoices**

The invoices must bear the supplier number, the number and date of the order or the supply call-off, the article number of the order, the unloading point, the number and date of the delivery note and the quantity of the calculated goods. The requested certifications are to be included. Should any of this data be missing, the orderer reserves the right to return the invoice for supplementation by the suppliers with any discount agreements being upheld.

## **16 Advertising**

The use or announcement of the order / business relationships with HAGLEITNER for advertising purposes is only permitted after prior written agreement.

## **17 Limitation period**

The legal regulations shall apply for the limitation period, irrespective of Clause 8.4.3 in these GTCs.

**18 Agreement changes and supplements, place of fulfilment, place of jurisdiction, applicable law**

18.1 Agreement supplements and/or changes required the written form; this shall also apply for the cancellation of the written form requirement.

Should individual parts of these terms and conditions be or become ineffective, the efficacy of the remaining terms and conditions shall remain unaffected. Provisions rendered ineffective shall be replaced by regulations which appear at reasonable discretion to be closest to the economic intent of the original provisions.

18.2 The place of fulfilment for delivery and performance is the headquarters of the respective ordering facility. The place of fulfilment for payments is Zell am See.

18.3 Austrian law shall apply exclusively for all business relationships between the supplier and HAGLEITNER. The application of the provisions of the UN Agreement on International Commerce and the international rules on conflict of laws are excluded.