

# GENERAL TERMS AND CONDITIONS

Seletec Plastic Products GmbH & Co KG, Gewerbestraße 12, 5723 Uttendorf

## I. GENERAL PROVISIONS

1. Orders shall only become binding with regard to the type and scope of delivery upon confirmation of the order by the supplier. Changes and additions must be made in writing.
2. In the case of ongoing business relationships, the terms and conditions shall also apply to future transactions to which no express reference is made, provided they have been agreed by the partners in a previous order. Should any provisions of the purchaser or supplier deviate from these general terms and conditions of sale, they must be expressly agreed by the partners. Should individual provisions be invalid, this shall not affect the remaining terms and conditions.
3. The purchaser's terms and conditions of purchase shall only be binding on the supplier if they are expressly accepted by the supplier.
4. Compliance with delivery dates and delivery times is subject to the proviso that the production or delivery capability of our company is not impaired by the effects of the SARS-CoV-2 coronavirus.

## II. PRICES

1. Unless otherwise agreed, prices are FCA Uttendorf (Incoterms 2010), excluding packaging and plus value added tax at the applicable statutory rate.
2. Should labour costs change due to collective bargaining agreements in the industry or other costs necessary for the provision of services, such as those for materials, energy, transport, external work, financing, etc., we shall be entitled to adjust prices accordingly.

## III. TERMS OF PAYMENT

1. The purchase price for finished parts or other services is payable within 30 days of the invoice date. Any cash discount granted is subject to the settlement of all previously due invoices.
2. Unless otherwise agreed, the following applies to moulds: 35% upon placing the order, 30% upon delivery of the production samples, 30% 14 days after the samples have been submitted and 5% upon series approval, in each case 14 days net, without deduction.
3. In the event of late payment, interest on arrears shall be payable without reminder at the

rate charged by the bank to the supplier for overdraft credits.

4. If there are justified doubts about the customer's solvency, all of the supplier's claims shall become due immediately. In addition, the supplier shall be entitled, after a reasonable grace period, to withdraw from the contract or to claim damages for non-performance.

## IV. DELIVERY AND ACCEPTANCE OBLIGATIONS

1. Delivery periods shall commence upon receipt of all documents required for the execution of the order, timely provision of materials, if applicable, and agreed advance payments.
2. If an agreed delivery period is not met due to the supplier's own fault, the customer shall be entitled, to the exclusion of further claims, to demand reasonable compensation after expiry of a reasonable grace period or to withdraw from the contract if he has indicated his refusal to accept performance when setting the grace period.
3. Reasonable partial deliveries and deviations from the orders of up to +/- 10% are permissible.
4. Events of force majeure affecting the supplier or its sub-suppliers shall extend the delivery period appropriately. This shall also apply in the event of official interventions, energy and raw material supply difficulties, strikes, lockouts and unforeseeable delivery difficulties, provided that the supplier is not responsible for them. The supplier shall notify the customer of this immediately. The supplier shall keep any adverse effects on the customer to a minimum, if necessary by handing over the moulds, tools and equipment for the duration of the obstruction.

## V. TRANSFER OF RISK, PACKAGING AND SHIPPING

1. Even in the case of carriage paid delivery, the risk shall pass to the purchaser upon leaving the factory.
2. Unless otherwise agreed, the supplier shall choose the packaging and mode of shipment at its discretion. At the written request of the purchaser, the goods shall be insured against

breakage, transport and fire damage at the purchaser's expense.

## **VI. MATERIAL SUPPLIES**

1. If materials are provided by the customer, they shall be delivered at the customer's expense and risk with an appropriate quantity surcharge of at least 5%, in good time and in accordance with the agreed specifications.

2. If these conditions are not met, the delivery time shall be extended accordingly.

Except in cases of force majeure, the customer shall bear the additional costs incurred, including those resulting from the resulting interruptions in production.

## **VII. MOULDS, TOOLS AND DEVICES**

In view of the differing legal situations in individual European countries, the contracting parties reserve the right to reach an agreement on the ownership or right of possession of the moulds, tools and devices.

1. If the supplier is the owner of the moulds, tools and equipment, these shall only be used for orders placed by the customer as long as the customer meets its payment and acceptance obligations. The supplier's obligation to store the moulds, tools and equipment shall expire two years after the last delivery of parts and after prior notification of the customer.

2. If the customer is the owner of the moulds, tools and devices, the supplier shall be entitled to retain the moulds, tools and devices until the customer has fulfilled all terms of the agreement. The handover of the moulds, tools and devices to the customer shall be replaced by the supplier's obligation to store them. Irrespective of the customer's legal right to surrender and the service life of the moulds, tools and devices, the supplier shall be entitled to exclusive possession of the moulds, tools and devices until a minimum quantity to be agreed has been accepted and/or until the expiry of a certain period of time.

The supplier shall mark the moulds, tools and devices as third-party property and, at the customer's request, insure them at the customer's expense.

In the event of the surrender of the moulds, tools and devices and the associated transfer of know-how, the supplier shall be entitled to reasonable compensation.

3. In the case of moulds, tools and devices belonging to the customer in accordance with

clause 2 and/or moulds, tools and devices provided by the customer on loan, the supplier's liability with regard to storage and maintenance shall be limited to the care taken in its own affairs; the costs of maintenance and insurance shall be borne by the customer. The supplier's obligations shall expire if, after completion of the order and corresponding request, the customer does not collect the moulds, tools and devices. In this case, the supplier shall be entitled to return the moulds, tools and devices to the customer at the customer's expense. As long as the customer has not fulfilled its contractual obligations in full, the supplier shall in any case be entitled to a right of retention of the moulds, tools and devices.

## **VIII. WARRANTY**

1. We provide a warranty for defects resulting from design faults or manufacturing errors, provided that such defects occur within a period of six months from the transfer of risk and that the customer reports such defects immediately by registered letter. Our warranty obligation shall lapse if the customer disregards the specified operating conditions, maintenance instructions, etc., or treats the delivered goods in any way improperly, remedies defects that have occurred without our knowledge or has them remedied, has not fulfilled any other obligation incumbent upon him under the contract, or fails to make payments or withholds them. The warranty period is 6 months. It begins with the dispatch of the delivery ex works and, if we also supervise the commissioning, with its completion.

The warranty period ends no later than 6 months after notification of readiness for dispatch.

This also applies if our deliveries become part of immovable property through installation or in any other way.

2. For those parts of the goods that we have obtained from subcontractors, we are only liable within the scope of the warranty claims to which we ourselves are entitled against the subcontractor.

3. If goods are manufactured by us on the basis of design specifications, drawings or models provided by the customer, our liability shall not extend to the correctness of the design, but to the fact that the execution is carried out in accordance with the customer's specifications. In such cases, the customer shall indemnify and hold us harmless in the event of any infringement of property rights. We do not assume any warranty for repair orders or for modifications or conversions of old or third-party goods, or for the delivery of used goods.

#### **IX. COMPENSATION FOR DAMAGES**

We shall only be liable for damages if gross negligence on our part can be proven. Compensation for lost profits is excluded in all cases. If damage occurs to the item or work delivered by us, we shall only be obliged to replace it within the scope of the warranty if it cannot be repaired. We shall not be liable for compensation under the Product Liability Act, BGBl. No. 99/1988, or product liability claims derived from other provisions for property damage to items used for business purposes or employees of entrepreneurs are excluded. The exclusion of liability for compensation in the aforementioned sense must be transferred by the purchaser to the next customer and the obligation to transfer must also be imposed on the latter. The purchased item offers only that level of safety which can be expected on the basis of approval regulations, operating instructions and regulations on our part regarding the handling of the purchased item, in particular with regard to any prescribed inspections and other given instructions..

#### **X. PROPERTY RIGHTS**

1. The customer shall be liable to the supplier for ensuring that the deliveries and services ordered are free from third-party property rights, shall indemnify the supplier against all corresponding claims and shall be liable for any damages incurred.

2. The supplier's design documents, models, etc. shall remain its property and may only be used and passed on with its consent.

If a supply contract is not concluded due to the fault of the customer, the supplier shall be entitled to reasonable compensation for the advance payments made by him.

#### **XI. TITLE RETENTION**

1. Deliveries are subject to retention of title, including extended retention of title, provided that this right exists under the laws of the country concerned. Where necessary, appropriate agreements must be made.

2. The same applies to deliveries outside the scope of these terms and conditions of sale, provided that retention of title or extended retention of title is legally possible in the country where the goods are located at the time of assertion. Otherwise, the customer is obliged to provide the supplier with all rights which the legislation in the supplier's country provides for the protection of claims.

#### **XII. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, MISCELLANEOUS**

Place of contract and performance: Uttendorf, Austria. The customer may not transfer their contractual rights to third parties without our consent. The contract and our General Terms and Conditions remain binding even if individual points are invalid. The contract is subject to Austrian law. For all direct or indirect disputes arising from this contract, the court with jurisdiction at the registered office of Seletec Plastic Products GmbH & Co KG shall have local jurisdiction.

These terms and conditions of delivery, dated August 2003, replace all previous versions.