

# Purchasing Provisions

Wir liefern *Mehrwert.*

SCHMACHTL GMBH ÖSTERREICH  
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## Inhalt

1. Governing Conditions .....	2
2. Order .....	2
3. Delivery Schedules .....	3
4. Compliance .....	3
5. Payment.....	4
6. Notices of Defects .....	4
7. Delivery dates and deadlines.....	5
8. Packaging and Shipping .....	6
9. Force Majeure .....	7
10. Quality and Documentation .....	7
11. Inspection- and Warning Obligation .....	8
12. Guarantee .....	9
13. Compensation and Product Liability .....	10
14. Intellectual Property Rights .....	11
15. Use of Production Resources and Confidential Client Information .....	12
16. General Provisions.....	12

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## 1. Governing Conditions

- 1.1 All legal relationships between Suppliers and Schmachtl GmbH as the Client are based exclusively on these purchasing conditions. Any deviating conditions of the Supplier are invalid without exception, even without a separate objection. Any deviating agreements must be in writing to be legally valid.

## 2. Order

- 2.1 Offers 14 days binding.
- 2.2 Delivery contracts (order and acceptance) and delivery requests as well as any changes and additions thereto must be in writing. Delivery requests can also be made by data transmission.
- 2.3 Acceptance of the order must be received by the Client immediately, but no later than 5 working days after receipt of the order by the Supplier, otherwise the Client is no longer bound by this.
- 2.4 The Client may request changes to the design and execution of the delivery item within the scope of what is reasonable for the Supplier. Additional and reduced costs as well as changed delivery dates must be agreed upon by mutual agreement.
- 2.5 **Prices:** If the order does not contain a price specification, the prices to be stated in the Supplier's order confirmation must be confirmed in writing by the Client afterwards. Any currency fluctuations that may occur cannot result in any price increases for the Client.  
*\* Price changes during the term of the contract are not permitted under any circumstances.*
- 2.6 **Spare parts:** The Supplier undertakes to produce and deliver spare parts for the products it supplies to the Client for at least 10 years after the series has ended.

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### 3. Delivery Schedules

- 3.1 The special conditions for forecasts, delivery plans, delivery requests, etc. in the case of long-term delivery relationships are each agreed separately between the Client and the Supplier. In the case of framework orders, the special conditions for framework delivery agreements apply.

### 4. Compliance

- 4.1 The Supplier undertakes to comply with the relevant legal regulations on dealing with employees, environmental protection, energy and occupational safety and to work to reduce the adverse effects of its activities on people and the environment. The Supplier also complies with the provisions of our Code of Conduct in the current version, which can be found on our homepage under Compliance | Schmachtl.
- 4.2 The supplier must establish a quality assurance system with the scope and quality of ISO 9001.
- 4.3 The supplier guarantees that all items delivered to Schmachtl comply with the RoHS Directive 2011/65/EU and the Reach Regulation (EC) No. 1901/2006.
- 4.4 The supplier further undertakes not to deliver any items that contravene the BPR Biocide Regulation (EU) 528/2012, POP Regulation (EU) No. 2019/1021, Conflict Minerals (EU) 2017/821 and Regulation No. 833/2014 Restrictive Measures Russia.

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## 5. Payment

- 5.1 Payment is made according to the following terms: 14 days 3% discount, 60 days net. A grace period of 5 days applies to all payments.
- 5.2 If early deliveries are accepted, the due date shall be based on the agreed delivery date.
- 5.3 Payment is made by bank transfer.
- 5.4 In the event of defective delivery or any other counterclaims, the Client is entitled to withhold payment in full until the proper and defect-free performance.
- 5.5 The Supplier is not entitled to assign the claims against the Client or to have them collected by third parties.
- 5.6 The invoice must be sent to the Client in duplicate. It must contain the Supplier number, the number and date of the delivery request, additional data on the Client (e.g., account details, article number), unloading point, number and date of the delivery note and quantity of the invoiced goods. In the case of incorrectly or incompletely issued invoices, the payment period only begins from the date of the correctly and completely filled out invoice.
- 5.7 Payments shall be made without exception only with reservation and in full consideration of all counterclaims of the Client.

## 6. Notices of Defects

- 6.1 The Client is released from the obligation to inspect and return the goods immediately. The Client therefore reserves the right to complain about the delivery at a later date. The Supplier waives the right to object to the late notification of defects in accordance with Section 377 et seq. of the Austrian Commercial Code (UGB).

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## 7. Delivery dates and deadlines

- 7.1 Agreed dates and deadlines are fixed dates. The decisive factor for compliance with the delivery date or delivery period is the receipt of the goods by the Client.
- 7.2 Early delivery of more than one week may only be made with written consent.
- 7.3 The Supplier must immediately notify us in writing of any delay in delivery or performance, stating the reasons and the expected duration of the delay.
- 7.4 In the event of a delay in delivery, a penalty of 0.5% of the total order value will automatically be due for each day of delay (working day). The penalty is limited to 10% of the total order value. This regulation does not replace the damage caused by delay contained in the "delay in delivery" clause.
- 7.5 The Supplier is obliged to compensate the Client for any damage caused by delay; this applies, in particular, to increased costs for expedited shipping that become necessary due to a delay-related exceedance of the deadline.
- 7.6 If the agreed delivery times are not met, the Client is entitled to withdraw from the contract without granting a reasonable grace period.

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## 8. Packaging and Shipping

- 8.1 Delivery is made duty paid, including proper packaging DDP to the named place of destination, unless otherwise agreed in writing.
- 8.2 The goods must be properly packaged and labelled. Reference is made to any special agreements in detail. In general, the EU packaging regulations Directive 94/62/EC, the Eco-design Directive 2009/125/EC, the Battery Directive 2006/66/EC including amendments and the WEEE Directive 2012/19/EU apply.
- 8.3 Proper delivery papers/documents must be enclosed with each delivery. These must contain at least the Schmachtl article number, the item, the quantity, the weight, the shipping method and the order and purchase order number.
- 8.4 The legal regulations must be observed when delivering dangerous goods. The sales packaging and outer cartons must be marked with the correct UN number, the description of the goods, the hazard label and the UN logo in accordance with ADR, RID and IMDG. In particular, dangerous goods must be identified on the delivery note.
- 8.5 The Supplier from outside the EU undertakes to carry out the export customs clearance himself/herself (themselves) and to provide all complete documentation and other information required by customs regulations or other laws and regulations, in particular the correct HS (Harmonized System) code, proof of origin, packing list, customs invoice, bill of lading, etc. In the case of free delivery, the Supplier must indicate the value of the goods and note "For Custom Purpose Only". The reason for the free delivery must be stated on the Performa Invoice, for example free sample delivery).
- 8.6 Failure to comply properly will result in a penalty for the actual expenditure incurred, but at least EUR 100 per case.

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## 9. Force Majeure

- 9.1 Work stoppages (strikes and lockouts), operational disruptions, operational restrictions and similar cases are considered force majeure and release the Supplier and the Client from the timely delivery or acceptance for the duration of the disruption. In the event of a partial loss of production capacity or delivery options due to force majeure, the Supplier is obliged to continue to supply the Client at least in proportion to the remaining production capacity or delivery options. The Supplier is also obliged to make all technically possible and economically reasonable efforts to ensure continued delivery to the Client even in the event of force majeure.

## 10. Quality and Documentation

- 10.1 The Client reserves the right to inspect the Supplier or its production at any time after prior notification, whereby the corresponding options must be granted. Depending on the delivery item, the Client has the right to reject defective parts during production. The material costs of the inspections are borne by the Supplier if a defect is identified. The personal costs of the inspection are borne by the Client. The inspections carried out in no way release the Supplier from full responsibility and warranty. They contain the delivery list, inspection reports and any product samples in evidence.
- 10.2 Any sub-contractions (besser: subcontracting?) in connection with the fulfilment of bestsellers must be announced at the request of the Client. The Client reserves the right to carry out Supplier audits on site.
- 10.3 In the event of any deviations, the Client must be informed prior to delivery. The Client reserves the right to randomly check incoming deliveries in accordance with the work instructions and, if the characteristics are not met, to reject the delivery or parts of the delivery at the Supplier's expense.

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- 10.4 Before implementing any process, manufacturing or design changes or changing the manufacturing location, the Supplier must carry out checks to ensure compliance with drawing requirements and specifications.
- 10.5 The Supplier confirms that it complies with all provisions of the Supply Chain Act and has completed and will complete all the specified measures.
- 10.6 The relevant article number, order number and order items must be indicated by the Client on all order-related documents from the Supplier (in particular order confirmations, delivery notes, invoices). All order-related documents from the Supplier (in particular order confirmations, delivery notes, invoices) may only be written in German or English. If this provision is violated, the delivery is not considered to have been made properly or on time. In this case, the provisions of VI. Point 2 (penalty) apply analogously.

## 11. Inspection- and Warning Obligation

- 11.1 The Supplier is obliged to check all documents and information provided by the Client (plans, design drawings, manufacturing information, etc.) for accuracy and completeness. The Supplier is obliged to inform the Client immediately in writing if any information and/or documents are incomplete, incorrect or faulty. If the Client fails to provide such written information, the Supplier is also liable for all defects or damages due to incorrect or incomplete information provided by the Client.

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## 12. Guarantee

- 12.1 The Supplier guarantees that the parts delivered are free from defects in material, have the expressly guaranteed properties and ensures flawless workmanship.
- 12.2 Defective parts are to be replaced by the Supplier free of charge at the discretion of the Client, or the equivalent value of the defective parts is to be credited. The Client reserves the right to deduct the equivalent value from a current invoice in the event of complaints. The Client also reserves the right, in urgent cases, particularly to minimize damage, to carry out repairs on site himself/herself (neutral: themselves) or to have them carried out by specialist companies.
- 12.3 The replacement or repair of defective parts must be carried out by the Client or by a specialist company commissioned by the Client. The supplier is liable to the Client for all resulting costs (installation and removal costs, transport costs, etc.), whereby the Supplier will be invoiced for such work at the rates applicable to third-party companies, unless an individual agreement has been made with the Supplier.
- 12.4 In the event of a replacement delivery or rectification of defects, the guarantee begins again. The Client does not waive any guarantee claims by accepting or approving the drawings submitted.
- 12.5 The freight costs for the defective parts and for the replacement goods shall be borne by the Supplier.
- 12.6 If the same goods are repeatedly delivered with defects, the Client is entitled to withdraw from the contract for the unfulfilled scope of delivery after submitting a written complaint in the event of a further defective delivery. If the defect is only discovered after production has begun despite compliance with the obligation under Section VI (notification of defects), the Client can still make use of the guarantee.

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- 12.7 The parts to be replaced must be made available to the Supplier immediately upon request and at the Supplier's expense. If the Supplier does not request this in writing within 4 weeks of notification by the Client (notification of defects), the Client is entitled to scrap the defective parts.
- 12.8 The warranty period is 24 months from commissioning, but no longer than 36 months from delivery.
- 12.9 Unless otherwise provided for above, the statutory warranty provisions shall apply subsidiarily.

## 13. Compensation and Product Liability

- 13.1 The Supplier is obliged, regardless of the degree of fault, to compensate for any damage incurred by the Client directly or indirectly as a result of a faulty delivery, due to violation of official safety regulations or for any other reasons attributable to the Supplier. The Supplier is liable in particular for all consequential damages and pure financial losses.
- 13.2 The obligation to pay damages occurs if the Supplier is responsible for the damage caused intentionally or negligently.
- 13.3 If the Client is held liable for a defective product from the Supplier on the basis of strict liability under domestic law (e.g., Product Liability Act) or foreign law, the Supplier shall assume any claim against the Client even if no fault of his/her (their) own exists and shall fully indemnify and hold the latter harmless.
- 13.4 The Supplier is fully liable for the Client's costs for damage reduction and prevention (e.g., recall campaign), in accordance with points 13.1 to 13.3 above. A recall campaign within the meaning of the above paragraph occurs, in particular, if it is necessary, due to a request issued by an authorized authority to the Client or other company involved in the distribution of the products or due to the need to avoid possible personal injury and/or damage to property.

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- 13.5 The Supplier is obliged to take out product liability insurance of an appropriate amount at its own expense and to present the insurance policy to Schmachtl for inspection upon request.

## 14. Intellectual Property Rights

- 14.1 The Supplier is liable for claims arising from the infringement of intellectual property rights and applications for intellectual property rights when the delivery items are used in accordance with the contract.
- 14.2 The Supplier shall indemnify and hold harmless the Client and its customers for all claims arising from the assertion of intellectual property rights and shall fully compensate for any damage resulting therefrom.
- 14.3 This shall not apply if the Supplier has manufactured the delivery items according to drawings, models or other equivalent descriptions or information provided by the Client and does not know or, in connection with the products developed by the Supplier, does not have to know that this infringes any intellectual property rights.
- 14.4 In as far as the Supplier is not liable according to point 14.3, the Client shall indemnify him/her (them) against all claims of third parties.

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## 15. Use of Production Resources and Confidential Client Information

- 15.1 Models, matrices, templates, samples, tools and other production equipment, as well as confidential information that is made available to the Supplier by the seller or paid for by him/her (them), may only be used for Suppliers to third parties with the prior written consent of the Client. The Supplier is obliged to take out adequate insurance for such production equipment against any form of damage and to provide the Client with proof of the conclusion and continued existence of this insurance upon request.

## 16. General Provisions

- 16.1 If a contracting party ceases to make payments and bankruptcy proceedings are initiated against its assets or judicial or extrajudicial composition proceedings are initiated, the other party shall be entitled to withdraw from the contract for the part not yet fulfilled.
- 16.2 Should a provision of these terms and conditions and of the other agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties are obliged to replace the invalid provision with a provision that is as economically equivalent as possible.
- 16.3 The Supplier's retention of title will only be recognized by the Client on the basis of a separate written agreement.
- 16.4 The contractual relationship between the Supplier and the Client shall be governed exclusively by Austrian law and mandatory EU law.
- 16.5 For all disputes arising from the contractual relationship between the Client and the Supplier, the jurisdiction shall be agreed upon by the court having jurisdiction at the Client's registered office or the court having jurisdiction at the Supplier's registered office, at the Client's discretion. The Supplier shall not be entitled to such a right of choice.

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