



General Terms and Conditions of Purchase (GTCP) of SW Automatisierung GmbH – these General Terms and Conditions of Purchase are an integral part of the purchase contract –

1. General

These Terms and Conditions of Purchase apply to contracts, offers, deliveries, and other services provided to SW Automatisierung GmbH. Where the term “Contractor” is used in the following, it refers to the contractual partner commissioned by us in particular with the delivery, work, or service. Agreements or subsidiary agreements that deviate from these Terms and Conditions of Purchase are only effective if they are made in writing.

2. Contractual basis

The content of the contract is primarily determined by the provisions negotiated in detail between the contracting parties. Insofar as these do not contradict the terms and conditions of purchase, these terms and conditions of purchase form part of the contract. We do not accept any deviating terms and conditions of the contractor, even if we have not expressly objected to them. In no case shall a general reference to the contractor's printed or otherwise mechanically reproduced general terms and conditions be sufficient to amend the terms and conditions of purchase and payment; rather, any deviation must be specifically agreed in writing. If SW Automatisierung's order refers to the contractor's offer documents, this does not constitute acceptance of the contractor's commercial terms and conditions. Delivery shall in all cases be deemed acceptance of these terms and conditions of purchase and payment of SW Automatisierung. This shall also apply if SW Automatisierung accepts a delivery from the contractor without an order and without objecting to the contractor's general terms and conditions. Verbal agreements or commitments made by employees of SW Automatisierung are only binding if they are confirmed in writing by the buyer. These terms and conditions of purchase shall also apply to follow-up orders, whether placed in writing or verbally, as well as to all current and future business transactions, without us having to make separate reference to them.

3. Form requirements

Orders are only legally binding for us if they are made in writing and signed by the company. The written form requirement is also deemed to

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have been met if the order is placed by fax. Legally significant declarations between the contracting parties may be transmitted electronically; however, if such declarations from the contractor are received outside our business hours, they shall only be deemed to have been received by us at the start of the following business hours. Business hours are: Monday to Thursday from 7:30 a.m. to 4:00 p.m. and Friday from 7:30 a.m. to 11:30 a.m. Our order number must be stated on all documents relating to the order, in particular invoices, otherwise we shall be entitled to return them without processing and, in case of doubt, to consider them as not having been received by us. For telephone orders (without order number), the name of the person placing the order must be stated.

4. Transfer of the order

The order placed may not be transferred to subcontractors, either in part or in full, without our consent.

5. Price

Quotations submitted to us are free of charge, regardless of the preparatory work required. Quotation documents will not be returned. Samples must be provided to SW Automatisierung free of charge. Agreed prices include packaging, delivery free to the destination (including unloading), and therefore include transport and insurance. They are fixed prices that may not be increased for any reason whatsoever. The price stated in the order is binding.

6. Delivery

Deliveries must be made free of all charges at the expense and risk of the contractor to the place of receipt specified by us. The contractor must ensure that the goods are properly packaged. Shipping and packaging costs, as well as the costs of any transport insurance, shall be borne by the contractor. All deliveries must be accompanied by the relevant shipping documents (in particular, a detailed list of contents), otherwise we shall be entitled to refuse delivery. The delivery or service must be handed over on the agreed date at the specified receiving point during the acceptance times from Monday to Thursday from 7:30 a.m. to 4:00 p.m. and Friday from 7:30 a.m. to 11:00 a.m., excluding Saturdays, Sundays, and public holidays. In the case of deliveries before this date, we reserve the right to charge the contractor for the resulting additional costs (e.g., storage costs). It is expressly agreed that the standards governing commercial law obligations to give notice of defects shall not apply. This applies to all types of defects to the extent



permitted by law. It is therefore expressly agreed that SW Automatisierung is not obliged to immediately inspect delivered goods for proper condition and to immediately report any obvious or hidden defects to the contractor. The goods shall only be accepted subject to thorough inspection. The contractor is obliged to inform SW Automatisierung immediately in writing if it is foreseeable that it will not be able to deliver on time. The contractor shall be fully liable to SW Automatisierung for any delay. All deliveries to us must be free of retention of title.

7. Invoicing/payment period

Invoices shall be sent after delivery or performance. The payment period shall commence upon receipt of the invoice or goods or upon completion of the service, whichever is later; in the case of delivery before the agreed date, however, at the earliest on the agreed delivery date. Payment for accepted deliveries or services shall be made within 14 days less a 3% discount or within 30 days net. Payment shall in no case constitute acceptance of the correctness of the delivery and thus no waiver by SW Automatisierung of any claims for defects in performance due to warranty, guarantee, and damages.

8. Delay

In the event of failure to meet the agreed delivery or service date, we shall be entitled to withdraw from the contract without setting a grace period, regardless of the reason for the delay. If the contractor can already see before the agreed date that delivery will not be made on time, either in whole or in part, they must notify us immediately, stating the reasons and the expected duration of the delay. In this case, too, we are entitled to withdraw from the contract without waiting for the agreed date and without setting a grace period.

9. Warranty

The contractor guarantees for a period of two years that the delivery/service will be performed in accordance with the order and that all relevant legal and ÖNORM regulations will be complied with. Within this framework, the contractor is responsible in particular for ensuring that the delivery/service has the characteristics normally expected and guaranteed in the contract and corresponds to the samples on which it is based. The warranty period shall commence upon our unconditional acceptance of the delivery/service. We shall not be obliged to immediately inspect the delivery/service upon handover and to report any defects (commercial notice of defects). Rather, we are entitled to



assert warranty claims at any time during the warranty period due to the occurrence of defects. In the event of a warranty claim, we have the right, at our discretion, to demand free repair or replacement of the defective delivery/service, to have the defect repaired by another party at the contractor's expense, to immediately rescind the contract, or to demand a corresponding price reduction. If the contractor remedies the defect, the warranty period shall recommence after we have accepted the improvement for the entire delivery/service affected by the defect.

10. Damages

The contractor shall be liable for all damages incurred by us as a result of delayed or defective delivery/performance due to its own fault or that of assistants engaged to fulfill the order.

11. Penalty

In the event of a delay in delivery, the contractor shall be obliged to pay a penalty of 5% of the total order value for each week of delay, up to a maximum of 20% of the total order value, until delivery/performance has been completed. We reserve the right to claim further damages (see points 6 and 10 of these Terms and Conditions of Purchase).

12. Production documents/confidentiality

System drawings, documentation, circuit diagrams, photos, etc. that we provide to the contractor for the fulfillment of its contractual obligations remain our material and intellectual property, which we may freely dispose of. These aids may only be used for the execution of our orders and may not be made accessible or handed over to third parties outside the company without our consent. After completion of the order, they must be returned to us free of charge and without delay. The contractor undertakes to maintain all our trade and business secrets that become known to him in the course of executing the order. Intellectual property such as designs or patents that have been developed jointly or by the contractor on behalf of SW Automatisierung shall remain the property of SW Automatisierung, as shall the exclusive right of use thereof. The contractor expressly declares that it shall indemnify and hold SW Automatisierung harmless against any claims by third parties for the infringement of existing property rights, patents, etc.

13. Place of jurisdiction/applicable law

All legal relationships between SW Automatisierung and the contractor shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of law rules.



Disputes shall be settled before the competent court in the province of Salzburg.

14. Severability clause

Should individual provisions of the contracts be invalid, this shall not affect the validity of the remaining provisions and the contract as a whole.