

# ANGER PURCHASING CONDITIONS (APC)

## 1. Validity

Unless otherwise agreed in writing and subordinate to the text of the order, the ANGER purchasing conditions (APC) shall apply exclusively to all legal transactions relating to the delivery of goods and the provision of services (delivery items). Under no circumstances shall any general terms and conditions of sale, sale or forms of the supplier be recognized or form part of the contract, regardless of whether ANGER was aware of them or not, whether ANGER has objected to their validity or not, and regardless of whether they contradict the Terms and Conditions of Purchase or not. The unobjectionable acceptance of the delivery or acts of performance by ANGER also does not constitute submission to such conditions.

## 2. Conclusion of contract, amendment of contract

Any verbal agreement or changes and deviations from these purchasing conditions must be confirmed in writing by ANGER.

### 2.1. Offers

Enquiries are always non-binding. Offers and cost estimates of the suppliers are binding and their accuracy is guaranteed by the supplier. The costs associated with the preparation of the offers and cost estimates are borne by the supplier in any case. If the order deviates from the supplier's offer, this deviation shall be deemed to have been approved if the supplier does not object to it within 10 days of its receipt.

### 2.2. Order

The legal transaction is concluded at the earliest upon receipt of the written order. The supplier undertakes to send an order confirmation within 4 working days, otherwise the order will be deemed accepted. The supplier shall carefully examine all information contained in an enquiry or order, in particular the technical specifications and conditions, other descriptions, specifications and data with regard to technical feasibility and expediency and shall immediately inform ANGER in writing of any circumstances that could thwart, impede or delay the execution of the order and/or the intended use of the delivery item.

### **2.3. Change in scope of delivery**

If the supplier's order confirmations contain additions or deviations from the order, these shall be deemed not to have been written, unless the supplier has expressly pointed out these additions or changes. In any case, the conclusion of the legal transaction requires the express and written consent of ANGER to such changes or additions; the acceptance of the delivery alone does not constitute effective consent. As long as the supplier has not yet fully fulfilled its obligations, ANGER shall be entitled to demand changes, including changes to the goods or services, provided that this is reasonable for the supplier.

## **3. Object of delivery (goods or services)**

The scope of delivery or service results from the specifications, drawings and service descriptions submitted at the conclusion of the contract, or from the information in offers and brochures of the supplier. Unless expressly required otherwise by ANGER, the deliverables must be delivered in compliance with the latest state of the art and in accordance with the relevant laws, regulations and guidelines and other national and international technical norms and standards. Documentation, assembly and operating instructions, declarations of conformity, etc., must be provided in suitable electronic and printed form at the latest upon delivery. The supplier undertakes to keep spare parts available for a period of at least 10 years from delivery. Spare parts are supplied at the standard price.

## **4. Delivery**

All shipments must be accompanied by full documentation or applicable documents according to the order. Delivery notes must contain all order data including machine-specific references, quantities, description of the delivery item and gross and net weights. The Incoterm2020 agreed in the order applies. Irrespective of this, the supplier must in any case carry out export customs clearance for deliveries from the third country and attach a customs invoice to the transport documents.

### **4.1. Delivery dates**

Delivery dates and deadlines are to be understood as the place of delivery named as arriving bindingly. The day of receipt of goods within the following times is decisive for compliance: Mon-Thu 07:00-15:30; Fri 07:00-12:00. There is no obligation to accept goods before they are due. The supplier undertakes to notify ANGER in writing without delay, stating the reasons and the expected duration of the delay, of any difficulties that arise in order to meet the delivery date.

## 4.2. Acceptance

In principle, goods are only accepted for expressly released deliveries within the goods acceptance times. If agreed in the order, delivery approval will be given by means of written approval of the required acceptance protocols. Unless otherwise agreed, the values determined by ANGER during the inspection of incoming goods shall be decisive for quantities, weights and dimensions. The unconditional acceptance of shipments that are not on time has no influence on the rights and obligations agreed in the APC.

## 4.3. Packaging

The supplier undertakes to ensure that packaging is suitable for the means of transport in accordance with the packaging regulations communicated by ANGER. All packaging materials must be exempt from ARA's obligation or all disposal costs incurred will be borne by the supplier.

## 4.4. Partial delivery

Partial deliveries require the written consent of ANGER. In any case, punctual fulfilment of the delivery or service only exists after complete delivery or service in accordance with the order.

## 4.5. Penalties

In the event of delay in delivery or service beyond the agreed date or period, ANGER is entitled to demand a contractual penalty in the amount of 1% of the affected order amount per calendar day commenced, regardless of fault, whereby the contractual penalty is capped at 5% per case of default.

## 5. Price

In the absence of written agreements to the contrary, the contractually agreed prices are to be understood as a net fixed prices DDP named place of delivery, including all taxes, costs for permits, customs duties and otherwise. Ancillary costs for packaging, loading, transport and disposal or recycling.

## 6. Invoicing, payment terms

Invoices are to be submitted in duplicate, whereby the receipt of mail and the accepted, complete, contractually compliant delivery are decisive for the payment period. Unless expressly agreed otherwise, the invoices must be structured according to the orders. If references to the customer and/or the order are missing from the invoice, invoices are considered not to have been submitted. Unless otherwise agreed in the order, the following payment deadlines apply: 30 days, 3% discount or 60 days net.

## 7. Supplies, tools

The supplier must inspect the goods provided to ensure that they are free of defects. If the goods provided by ANGER are damaged or destroyed within the supplier's area of responsibility, the supplier's liability shall also extend to the repair or replacement of the goods provided. Tools, moulds or other execution aids that have been manufactured or procured at the expense of ANGER for the execution of the delivery or service shall become the property of ANGER upon payment of the delivery. The said items must be appropriately marked as the property of ANGER and used exclusively for the performance of the supplies or services ordered by ANGER. The supplier also undertakes to take over the proper maintenance, servicing and storage of the aforementioned items free of charge. At the request of ANGER, or at the latest after the end of the delivery relationship, the provisions, tools, moulds or other execution aids must be surrendered immediately.

## 8. Withdrawal, termination

In the following cases, ANGER is entitled to withdraw from or terminate the contract with immediate effect, in addition to the statutory rights of withdrawal:

- The fulfilment of a delivery obligation to ANGER is manifestly jeopardized
- The supplier is or is likely to become insolvent
- The supplier applies for the opening of insolvency proceedings over its assets

Furthermore, ANGER is entitled to dissolve the contract until the delivery has been completed without giving reasons. The supplier can be reimbursed for the unavoidable expenses incurred up to that point, provided that he provides a detailed presentation of the costs. There is no entitlement to compensation for lost profits. In the event that ANGER has made use of the above contractual rights of withdrawal or termination, the supplier shall compensate ANGER for any damages incurred as a result.

## 9. Place of performance, transfer of ownership and risk

The transfer of the price and performance risk, as well as the ownership, is based on the Incoterm applicable to the delivery. In the case of an agreed acceptance, the transfer of risk shall in any case only take place after this formal acceptance at the agreed delivery address.

## 10. Warranty, Quality Assurance

In accordance with point 3, the supplier guarantees that no defects or defects will occur in the delivery item within 24 months from the transfer of risk. If a defect cannot be detected at this point in time by proper inspection, the warranty period begins with the detection of the defect. If a defect can be remedied, ANGER is free to demand a remedy by replacement or rectification, or to remedy the defect itself at the expense of the supplier or to have it remedied by a third party. All expenses necessary for the

purpose of remedying the defect, in particular dismantling, installation and conversion costs, transport and travel costs, material and labour costs, costs incurred to determine the cause, documentation and administration costs, are to be borne by the supplier regardless of fault. The supplier must set up a quality assurance system to the extent and quality of ISO 9001. The task of setting up and maintaining the quality assurance system is to ensure the contractual quality of the goods or services and product safety, to ensure compliance with the public law requirements for the protection of employees, third parties and the environment and to ensure that a defect can be traced retrospectively.

## 11. Notice of defects

ANGER is released from the immediate obligation to investigate and reprimand. He shall notify the supplier in writing of any defects in the delivery in terms of quality and quantity as soon as he has discovered them. Accordingly, the Client reserves the right to make a subsequent complaint about the delivery. The supplier waives the defence of late notification of defects within the meaning of § 377 et seq. of the German Commercial Code (HGB).

## 12. Liability

Unless otherwise stipulated in the APC, the liability of the supplier shall be governed by the statutory provisions. Exclusions or limitations of statutory liability by the supplier are not recognized. The fault of its subcontractors or its suppliers is to be attributed to the supplier as if it were its own fault. In particular, the supplier must be liable for product defects regardless of fault. The supplier shall indemnify ANGER against all such claims in the event of a claimed product liability. If it turns out that the delivery item poses an unavoidable danger to life, limb, health, property or the environment, the supplier is obliged to recall. The resulting expenses are to be borne by the supplier. The supplier must provide a defect-free replacement product free of charge and indemnify ANGER against all costs incurred in connection with the product recall.

## 13. Intellectual property rights

The supplier warrants that the delivery item is free of any rights or claims of third parties and that the possession and use of the delivery item will not be impaired in any way by industrial property rights, copyrights or property rights applications of third parties. The supplier shall provide the necessary authorizations (e.g. licenses) free of charge or modify the delivery item in accordance with the contractual objectives in such a way that a violation no longer exists.

## 14. Confidentiality

Unless otherwise stipulated by a separate agreement, the supplier undertakes to keep all commercial or technical information made available by ANGER confidential from third parties. Confidentiality obligations Facts may only be made available to those employees and/or subcontractors to the extent that it is absolutely necessary for the agreed provision of services. The obligation of confidentiality does not expire even with the termination of the business relationship and can only be lifted with the written consent of ANGER.

## 15. Place of jurisdiction

The legal relationship between ANGER and the supplier shall be subject to substantive Austrian substantive law to the exclusion of conflict of laws and the UN Convention on Contracts for the International Sale of Goods. All disputes and disagreements arising from this or subsequent appointments, including a dispute over the formation of a contract, shall be subject to the jurisdiction of the ordinary court for Traun, Austria, which has territorial and factual jurisdiction. Irrespective of this, ANGER shall be entitled to sue the supplier before the ordinary court with jurisdiction over the subject matter of its place of business.

## 16. Final provision

If a provision of these APC is invalid or not applicable, it will be replaced by a provision of the same purpose or deleted without replacement. In no case does this mean that the other provisions lose their validity. Changes or deviations must be made in writing, whereby transmission by electronic means is permissible within business hours.