

GENERAL TERMS AND CONDITIONS OF PURCHASE – HAI AUSTRIA (8/2018)

All current and future orders shall be placed exclusively in accordance with and subject to the validity of the present General Terms and Conditions of Purchase, except insofar as agreed otherwise in writing in relation to any individual aspect. Any terms and conditions of business with contrary effect shall not be valid and are hereby rejected. It shall not be necessary for us to specifically object to the terms and conditions of supply of the contractual partner.

These Terms and Conditions of Purchase have also been made generally available on the internet under <http://www.hai-aluminium.com/en/downloads> in order to ensure that it is reasonably possible for their content to be ascertained.

1. ORDERS

Orders shall only be binding upon us if they are placed in writing or confirmed by us in writing. Orders placed by us may be accepted by transmission of an order confirmation in the form of a copy of the order duly signed by the contractual partner. If an order confirmation is not received within 14 days, a contract shall be concluded on the basis of our order. Any changes to our order shall only have effect in relation to us with our express written approval. The terms and conditions of supply of the supplier shall only be binding upon us if they have been expressly accepted by us in writing.

2. PRICES AND PACKAGING

Unless agreed otherwise, the prices agreed shall be fixed prices DDP according to the INCOTERMS 2010. Domestic prices are net prices. The goods shall be packaged in the manner customary in the trade that is suitable, appropriate and unobjectionable for the goods that are to be shipped, except as agreed otherwise or as required by any specific stipulations. Unless specifically agreed otherwise, packaging material shall pass into our ownership, and any return shipments shall occur at the risk and cost of the contractual partner.

3. DELIVERY DEADLINES AND PERIODS

The deadlines and periods agreed to shall be fixed deadlines. Compliance with the delivery deadline or delivery period shall be ascertained with reference to the time when the goods are received by us. In the event that delivery “carriage paid” has not been agreed upon, the Supplier shall prepare the goods for dispatch in good time, taking account of the standard times for loading and shipment.

In the event of a delay—whether of all or part of the supply—we shall be entitled to withdraw from the contract without setting a grace period, either in relation to the entire supply or only the outstanding part, or to continue to insist on performance. If it is uncertain whether the delivery deadline will be complied with, the Supplier shall be obliged to inform us promptly of this fact, stating the reasons, along with the expected duration of the delay. Also in such an eventuality, we shall be entitled to withdraw from the Contract in advance of the agreed deadline without setting a grace period. Even if we consent to a deferral of delivery, we shall be entitled to liquidated damages of 3% for each week or part thereof of delay (starting from the Monday following the delivery week), up to a maximum of 30% of the overall gross order amount. Liquidated damages shall constitute the minimum level of compensation for us, and we reserve the right to claim additional damages in the event of further losses.

Partial deliveries and advance deliveries shall require our written approval, which however shall not give rise to any entitlement to early payment. Risk in relation to goods that are delivered early shall only transfer at the delivery deadline actually agreed to.

The duty to deliver shall only be deemed to have been fulfilled if performance—or partial performance—as a whole has been properly rendered and all documents, certificates etc. requested or required have been provided to us.

4. SHIPPING

If the contractual partner avails itself of third parties (freight forwarders, sub-suppliers, ...), it must ensure that these comply with our shipping terms and conditions. Dispatch notices (delivery notes) shall be enclosed in duplicate upon dispatch of the shipment to our designated reception facility specified in the order along with the consignment note (except for bulky shipments) or for air freight or postal deliveries along with the material shipped, or for freight shipments shall be handed over to the freight forwarder along with the indication “intended for the recipient”.

The complete order number must be clearly visible on consignment notes, in the dispatch notices intended for the recipient and on the packages themselves (marking, adhesive label).

All dispatch notices, invoices, etc. must state the total weight (gross and net weights), or at least an estimated weight, along with the item number. If the order features a contract item number, this must be indicated on all written documents, including delivery documents.

For cross-border shipments from non-EU countries, two invoices as customs documents along with movement certifi-

ates or certificates of origin must be included along with the shipping documents, or must be sent by expedited delivery to the reception facility designated “for customs purposes” in good time in order to ensure that they arrive prior to receipt of the goods. For deliveries from EU Member States, a “previous supplier declaration” must be enclosed along with the delivery documents.

We shall only bear the costs of transport insurance if expressly so agreed. Unless expressly agreed otherwise in writing, any incidental costs associated with order execution shall be borne by the Supplier. With regard to other matters reference is made to the shipping terms and conditions and/or customs requirements or stipulations provided separately—depending upon the specific commercial transaction—which shall constitute an integral part of our Terms and Conditions of Purchase. In the event of non-compliance with our terms and conditions applicable to shipping, customs clearance and documentation or other requirements, all resulting risks, losses and costs shall be borne by the Supplier and the due date of the invoice shall be deferred accordingly until fulfilment or presentation of the missing documentation.

5. RECEIPT

Supplies shall be received at the reception facility specified in the order. The Supplier waives any requirement for the goods to be examined and for defects to be objected to.

We shall only examine the goods delivered in order to ensure that they are compliant with the type of goods ordered, are in the requisite quantity and do not feature any immediately recognisable external damage caused during transit. Supplies shall only be deemed to have been accepted with our express written confirmation, if so requested.

6. CONDUCT ON THE FACTORY PREMISES

The Austrian Road Traffic Act applies throughout all factory premises of HAI. Vehicles must have completed a valid TÜV or §57a inspection. The provisions governing personal protective equipment must be adhered to without exception. Vehicles may only be parked on the factory premises within the dedicated marked spaces of HAI. It is prohibited to wash, repair or refuel vehicles on the factory premises.

Filming and photography is prohibited throughout the factory premises. The disposal of rubbish, tyres, batteries, waste oil etc. is prohibited. Any theft of or damage to company property will be reported. Drivers must avoid any unsafe situations and accidents whilst on the factory premises and report to the HGV registration office. This information must be passed on to all staff involved.

7. TRANSFER OF RISK

Risk shall transfer to us at the time the goods are received in

the proper manner at the place of destination.

8. WARRANTY

The contractual partner shall provide us with a warranty and full guarantee that the goods are fault-free. All technical standards shall be complied with. Unless expressly agreed otherwise in writing, the Supplier’s warranty and guarantee shall have a duration of 24 months for movable items, or 3 years for immovable items, after acceptance or commissioning, or after discovery for latent defects. For goods that usually remain packaged until they are used, defects that only become apparent at the time the packaging is removed shall be regarded as latent defects.

It shall be presumed that defects that come to light within twelve months of supply were already present at the time of delivery.

We exclusively shall have the right to request the rescission of the contract, a reduction of the price or that the goods be rectified or exchanged. For generically defined goods, the detection of defects from random testing shall give rise to warranty and damages claims in relation to the entire supply.

Without prejudice to our other rights under warranty, in the event that the Supplier fails to comply with its obligations within the period necessary for us, we shall be entitled to rectify such defects or damage at the cost of the Supplier or to arrange for a third party to do so. This shall have no effect on the obligations of the Supplier.

Without prejudice to the foregoing, in the event of a defective supply the Supplier shall pay damages in the amount of the losses actually incurred, including our lost profit. Our losses shall also include all costs that we incur in order to determine and enforce the losses, whether through court action or out of court, including the costs of obtaining a professional opinion from an independent expert. The contractual partner shall also be liable to us for minor negligence.

9. PRODUCT LIABILITY

The Supplier warrants in its own right and on behalf of its successors in title that the goods supplied are fault-free with regard to construction, production and instructions in accordance with the relevant applicable version of the Austrian Product Liability Act. It warrants in particular that the products are not known to feature any defects according to the state of the art at the time they were marketed. The Supplier undertakes in its own right and on behalf of its successors in title to monitor the product. It shall inform us immediately should the product subsequently prove to be hazardous in any way. The Supplier undertakes to indemnify us and to hold us harmless in the event that action is taken against us by a third party. It further undertakes to name the producer and importer if so requested by us. It undertakes to impose liability also on its own suppliers. The Supplier shall secure sufficient insurance cover for any obligations to pay damages.

10. INVOICES

All invoices shall be sent to the relevant recipient company from the HAI Group in duplicate copy (international/national) and shall state the order number. Invoices must contain all information required under § 11 Austrian Value Added Tax Act.

11. PAYMENT TERMS

Unless agreed otherwise, we shall pay at our option on the 30th day of the month following that in which the invoice was received with a discount of 3% or within 60 days of receipt of the invoice with a 2% discount by bank transfer, cheque, three-month acceptance bill or customer draft.

Unless specifically agreed in writing, cash on delivery shipments shall not be accepted. Payments periods, including in particular discount periods, shall start to run on the day on which the invoice is received at our factory. In the event of payment by acceptance bill or customer draft, we shall pay discount interest at the level of the discount rate charged by our bank when discounting drafts. We shall be entitled to extend our own acceptance bill by a further 3 months.

In the event that the goods are objected to, we shall be entitled to extend the payment term.

12. ORDER DOCUMENTATION

All material enclosed along with our queries or orders and samples, models, tools etc. provided shall remain our property and may not be used otherwise without our written approval; they must be returned to us unsolicited at the cost of the contractual partner along with the offer or after execution of the order.

It is not permitted to give public notice of our order for advertising purposes. Our order and all related commercial and technical details shall be treated in the strictest confidence by the Supplier as a business secret. It shall bear liability for all losses resulting from any breach of this obligation.

We shall not pay any compensation in respect of the preparation of offers, plans etc. The presentation of an offer shall be construed as consent to the provision by us of technical offer documents etc. for examination also by our engineering partners. Offer documentation will not be returned by us. Unless agreed otherwise, any charges, costs and fees arising in relation to our offer shall be borne by the Supplier.

13. MISCELLANEOUS

We shall be entitled to inspect and to monitor on an ongoing basis the production of goods ordered by us or to reject defective parts during the production stage.

The involvement of any sub-contractual partners in relation to the completion of our order shall require our prior approval, as shall the full or partial contracting out of our orders to third

parties.

In the event of a significant deterioration in the asset position of the Supplier after the order has been placed, we shall be entitled to withdraw from the contract within a period of one week as soon as we become aware of the situation.

14. OFFSETTING AND RETENTION

The Supplier shall not be entitled to invoke the defence of uncertainty or to exercise a right of retention over the goods on any legal basis whatsoever. The Supplier shall not be entitled to offset any amounts due to us against amounts owed by it.

15. PLACE OF PERFORMANCE

The place of performance for the obligations of the Supplier and for payment shall be Ranshofen, unless another place of performance has been expressly agreed to in writing.

16. PATENTS/INDUSTRIAL PROPERTY RIGHTS

The Supplier warrants that its supply/performance and the exploitation thereof by us will not result in the infringement of any third party patents or other industrial property rights. It shall hold harmless and indemnify us and our customers in this regard.

17. JURISDICTION, APPLICABLE LAW

All contractual relations shall be governed by the law of Austria, to the exclusion of reference provisions and conflict of laws rules (Rome Convention, Private International Law Act). It is expressly acknowledged that the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the contractual relationship.

If the buyer has its registered office in another country to which Regulation (EC) no. 44/2001 of the Council of 22 December 2000 (Brussels 1) or the Lugano Convention (LC) applies, it is agreed that all disputes arising directly or indirectly from the contract with the Supplier shall fall under the jurisdiction of the relevant court with substantive and geographical competence over Ranshofen, Austria (District Court of Braunau am Inn or Regional Court of Ried im Innkreis). We shall also be entitled to commence action before any other court with competence over our contractual partner.

The following rule shall apply to all other contractual partners: all disputes arising out of or in relation to this Contract shall be definitively resolved in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules.

18. VALIDITY

Should any individual provisions of these Terms and Conditions of Purchase be or become invalid in full or in part, all remaining provisions of these Terms and Conditions of Purchase shall remain valid. In the event of doubt the version in the German language shall apply, which alone shall be authentic.

19. CORRESPONDENCE

Any correspondence must cite our letter reference and the date of the previous correspondence, along with the complete order number or query number. Any queries must be addressed exclusively to our Purchasing Department.

20. DATA PROTECTION

We and the Supplier undertake to fulfil the requirements of the respectively applicable data protection provisions and

shall also impose this obligation to the same extent to any individuals otherwise employed by us to fulfil the commercial relationship (assistants, commissioned data processors, etc.). Furthermore, we and the Supplier shall collect, process and use any personal data received solely in accordance with the respectively applicable data protection provisions. This obligation continues even after the termination of activities within the framework of this contract. We and the Supplier shall also ensure our employees are given training and are obligated to observe the various applicable data protection provisions. Following prior notification to do so, we and the Supplier shall be entitled to verify compliance with the data protection provisions at any time. We and the Supplier give explicit consent for all data collected as part of the commercial relationship (name, contact details, account details, etc.) to be subject to computerised processing. We and the Supplier give consent in particular for this data to be transferred and processed by commissioned data processors if they have been obligated to comply with data protection provisions by way of a suitable written agreement.