

Purchasing conditions WILD Elektronik und Kunststoff GmbH & Co KG

- 1.) General points, scope:** These purchasing conditions apply as an integral part of all purchasing, stock, work and service provision contracts as well as other contracts with suppliers of WILD. They do not only apply to the occasional business transaction, but also for all future business transactions, even if this is not referred to in individual cases. General terms of business or any purchasing conditions of contractual partners which contradict, supplement or deviate from these purchasing conditions, are not considered as agreed, even in the event of cognisance or non-express contradiction; this also applies if WILD in a subsequent contractual or other document, in which the contractual partner refers to other general terms of business, no longer expressly objects to this.
- 2.) Ordering, conclusion of the contract:** Only orders, agreements, subsidiary agreements, amendments etc. made in writing are legally binding; the same applies to changes to the order. We can revoke orders up to the time of receipt of the quotation/confirmation of the order; in all cases our commitment to our order ends if within 3 calendar days we have not received an order confirmation, declaration of acceptance etc. Quotations by contractual partners are valid for 90 calendar days from receipt and are free of charge and non-binding for us, even if they have been provided at our request. When providing a quotation the contractual partner must keep precisely to our enquiry and expressly refer to any deviations; taciturnity on our part with regard to deviations, requirements, proposals etc does not imply agreement. Quotation documents are not returned, samples must be made available to us free of charge.
- 3.) Order confirmation and cancellation:** Acceptance of our order takes place by returning the copy of our order signed by the supplier within 3 days. Changes by the supplier as part of the order confirmation are only valid after written consent. These conditions also apply accordingly when ordering services. The ordering party reserves the right to withdraw from the contract in return for the substantiated costs incurred until then.
- 4.) Despatch:** Delivery takes place in accordance with our delivery conditions to the address indicated in the order (incoming goods department). In the case of goods from non-EU countries a movement of goods certificate (certificate of origin) must be attached to the shipping documents. Unless otherwise agreed in writing the delivery condition DDP Wild GmbH Völkermarkt applies. Deliveries without delivery documents (bill of lading, movement of goods certificate etc) will not be accepted. The supplier number, our complete order number as well as our detailed article designation, including article number, must be stated on all delivery documents, invoices and correspondence. In the case of call-off orders, not only the number of the blanket order, but also the call-off order number as a reference as well as the remaining quantity of the blanket order after the delivery must be indicated.
- 5.) Delivery:** A maximum of 14 days is agreed as the delivery time for call orders. Excepted from this are explicitly agreed delivery times. If the delivery deadline is exceeded Wild reserves the right to charge the supplier the thereby incurred costs or losses in turnover. Delivery deadlines are considered to be fixed delivery dates. Anticipated delivery delays in exceptional cases must be communicated to us immediately. In the event of exceeding the (original) agreed delivery deadline we are entitled to withdraw from the contract fully or in part without setting a subsequent deadline and also without paying the expenses of the supplier. We expressly reserve the right to enforce claims for damages arising out of the delivery delay or delivery shortage. Additional or reduced quantities are not accepted by us. In the event of non-agreed partial deliveries the additional transport costs are borne by the contractual partner. If, in spite of the deadline having been exceeded, we are prepared to accept the goods, all additional costs involved in speeding up or completing the delivery (e.g. air or express freight, additional shippers etc) are borne by the supplier. In the event of advance deliveries the goods can be returned at the cost of the supplier, the parts can be placed in quarantine stock by us and/or payment can be deferred to the agreed delivery deadline on the basis of which the agreed payment term is calculated. We are entitled to make changes to the quantities and deadlines of awarded orders taking into account the agreed reaction time. If the agreed delivery times are exceeded, we are entitled, without having to substantiate claims, to offset against the invoice a contractual penalty of 2‰ (per mille) per started calendar day from the total net value of the contract, regardless of which items have been delivered on time. This penalty will be offset against your invoice or claimed directly. This neither releases the contractual partner from his delivery obligations nor rules out the enforcement of additional compensation claims
- 6.) Insurance:** The transportation of goods ordered by us delivered under possibly agreed EXW delivery conditions is insured by us.
- 7.) Scope of delivery and services:** Deliveries and services must be carried out in full and in such a way that they are in accordance with the most recently accepted state of the art, in optimum condition and of the best possible quality, satisfy all regulations, order, technical standards and profession association specification valid in Austria, and contain all the usual additional services and components required to guarantee the assured properties, even if these are not specifically specified. Deliveries must also take place in accordance with EU legislative regulations, more particularly the REACH directive (EC) no. 1907/2006 as well as the RoHS guideline 2002/95EC, both in their most recent formulations.

- 8.) Packaging, transfer of risk, retention of ownership:** The goods must be packed in agreed units in a correct and transport-safe manner. An available supplier ARA licence number must be notified to us immediately. Unless otherwise agreed the packaging is not returned and is included in the price. The contractual partner bears the risk until the time of handing over, i.e. unloading completed and placed on the ground. With the acceptance of our order the contractual partner waives any rights of retention of ownership of the articles to be delivered.
- 9.) Quality, safety and environmental protection:** Orders may only be implemented in accordance with the specifications and test arrangements agreed in writing. The delivered goods must be in accordance with Austrian and international safety and environmental protection regulations and, in particular, must not contain cadmium, polychlorinated biphenyl, polychlorinated terphenyl and compounds thereof.
- 10.) Sampling and approval:** Before the delivery of new series articles, series-produced samples must be submitted along with a test report. This also applies in the case of using a tool for the first time after a change in design/tool overhaul. The word "Sample" must appear on the delivery document. The actual series production itself will only be authorised by us after the sample has been approved. Once approval has been given changes to the materials used as well as to the production process are only permitted with our consent.
- 11.) Acceptance of goods** The delivery is accepted on the proviso that the goods are in accordance with the agreed conditions. Confirmation of the acknowledgement slip as well as booking in the goods acceptance and payment of the invoice do not constitute acknowledgement of the delivery according to the contract. We expressly reserve the right to claim back any difference in amounts.
- 12.) Guarantee, liability, product liability:** The contractual partner provides a full guarantee for a period of 24 months. In the event of selling on the delivered goods this only begins at the time the goods have been delivered by us to our customer; otherwise with the processing/working of the delivered goods or first use of delivered finished products (machines, apparatuses, tools etc). If defective goods are delivered we are entitled to choose, at the cost and risk of the supplier
- a) to demand replacement of the defective goods or
 - b) to carry out repairs to the defective goods ourselves or have them carried out by third parties or
 - c) to return the entire delivery or the defective parts thereof or
 - d) to store defective parts at our premises or with third parties
 - e) to enforce retribution or a reduction in price.

The supplier shall compensate us for all costs and damages, in particular those that are subject to Austrian or foreign product liability provisions, or which are incurred by us through deliveries that are not in accordance with the agreement and/or shall indemnify and hold us blameless. At our request the supplier must provide evidence of the existence of adequate liability insurance at all times. In the event of part of the delivery being defective, without prejudice to our compensation claims, we are entitled to withdraw from the entire order, without incurring claims by the supplier against us. Even longer use of the defective article is not considered as approval or waiving of our statutory claims or claims to which we are entitled on the basis of the purchasing conditions. Wild is not obliged to check in any way the type, quantity or quality of the delivered goods. §377 and §378 UBG are thus expressly excluded. If, in accordance with the product liability law or comparable domestic or foreign standards, claims are made against us on the basis of (part) products/goods delivered to us, the contractual partner shall indemnify and hold us blameless. If more than one supplier is guilty they together are liable solidarily for the responsibility as mentioned in this paragraph.

- 13.) Protective rights:** The supplier declares that the delivered goods do not infringe on the patent law, copyrights, registered designs, copyright law or any other intellectual property of third parties, and in the event of patent disputes over patent law, copyrights, registered designs, copyright law or any other intellectual property relating to delivered goods shall indemnify and hold us blameless. All drawings, calculations and other information as well as aids provided to prepare quotations and/or orders remain our unrestricted property and must not be copied, made available to third parties or used to implement orders by third parties. They must be returned immediately upon our request. Designs by the supplier produced for us, irrespective of their nature, become our property together with all rights. The supplier is committed to absolute confidentiality vis-a-vis third parties with regard to company matters in the broadest sense which come to his attention through the quotation documents and/or order, more particularly data, specifications, models, drawings, designs etc. The name of the manufacturer or company logo may only appear on goods produced in accordance with our specifications with our express written approval. Such approval only applies to the particular case to which it is granted.

- 14.) Tools:** The tools and devices produced on our behalf and paid for by us are our property and at our disposal at all times and without further costs, including replacement parts, maintenance documents, operating instructions and rights. Immediately after completion the supplier is commissioned and authorised as our representative to take them over (transfer of ownership) and to inalienably identify them as property and provide them with the WILD code and tool number. The supplier administers our tools for us and must only use the transferred tool to fulfil orders awarded by us. The costs of tool maintenance, repairs, fulfilment of safety regulations and settlement of inventor, copyright and patent rights are paid for their lifetime along with the delivery price. They must be kept for at least 7 years after the last delivery. Our written permission must be obtained before they are scrapped. The attention of third parties enforcing claims to our tools must be drawn to our ownership rights. We must then be informed immediately. We assume no liability for tools, devices etc made available by us.
- 15.) Prices, payment:** Unless otherwise agreed in writing, all prices are considered as lump sum fixed prices DDP Wild GmbH Völkermarkt and include all additional payments and fees, including transportation, unloading, packaging etc. For additions, supplements made by the orderer as well as for the ordering of replacement parts the conditions of the principal order apply. Price increases after the conclusion of the contract are not effective. Goods treated differently for customs purposes must be invoiced separately. Payment is made exclusively in the form of a bank transfer after receipt of the invoices, but not before complete fulfilment by the contractual partner. In the case of delivery before the agreed delivery deadline the payment term only begins at the agreed delivery time. The following apply as standard payment conditions: 14 days 3% discount, 60 days net. In the event of defective or poor performance we are entitled to retain payment until the performance has been completed properly in full, without loss of rebates, discounts etc. All transfer fees are paid by the contractual partner. We are entitled to offset claims by us or companies associated with us against claims by the contractual partner, irrespective of whether our claims are already due. Invoices without our order number cannot be processed and will be returned. Claims on the basis of goods deliveries and the provision of services expire 1 year after the transfer of goods or completion of the work. An assignment of a claim arising out of a delivery to us is only possible with our agreement.
- 16.) Subcontractors:** Our orders may not be passed on in part or in their entirety without our written consent. The supplier is responsible for personally implementing the order.
- 17.) Advertising:** Our company name may not be used for advertising purpose without our written permission.
- 18.) Jurisdiction:** The place of fulfilment of the deliveries and services in accordance with our purchasing conditions is Völkermarkt. The exclusive jurisdiction of the materially competent court for A-9241 Wernberg is agreed. The contracting parties agree on the application of Austrian law with the exclusion of the IPRG and UN purchasing rights as well as other reference standards. Providing the supplier is established in a country with which Austria has no enforcement agreements relating to the enforcement of the decisions of state courts, it is agreed that all disputes arising over these conditions of purchase and all individual contracts that are concluded subject to these conditions of purchase, or the breach, dissolution or nullity thereof, shall be definitively ruled upon according to the Rules of Arbitration and Conciliation by a sole arbitrator for the Chamber of Commerce's permanent arbitration courts. The proceedings are to be carried out in front of the Chamber of Commerce's permanent arbitration courts in Klagenfurt. The language of the court is German. In the event that individual terms of purchase should be, or become, invalid, this shall not affect the validity of the remaining provisions. In such cases the invalid provision shall be replaced by a valid provision which is as close as possible to the economic purpose of the omitted provision.