



GENERAL TERMS & CONDITIONS FOR PURCHASE

OF

**SEISENBACHER GMBH
SCHWARZENBERG 82
A – 3341 YBBSITZ**

**FN 85162 P
REGIONAL COURT ST. PÖLTEN**

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1. Scope of Application

- 1.1 These purchasing conditions (AEB) exclusively apply to business transactions with Seisenbacher GmbH, Schwarzenberg 82, 3341 Ybbsitz. If reference is made to "goods" in the following, this also applies by analogy to other services.
- 1.2 These purchasing conditions are binding for all current and future business transactions with the supplier, even if not explicitly referred to. Deviations from these purchasing conditions – especially the supplier's general terms and conditions – as well as supplements, only become part of the contract if expressly confirmed in writing by us.

2. Offer, Order and Conclusion of Contract – Transfer of Rights

- 2.1 Each supplier must strictly adhere to the inquiry from Seisenbacher GmbH in the offer and explicitly point out any deviations.
- 2.2 The supplier's offer is to be made free of charge and does not create any obligations for Seisenbacher GmbH.
- 2.3 Orders and changes to orders from Seisenbacher GmbH are only legally binding if made in writing.
- 2.4 The contract between the supplier and Seisenbacher GmbH is concluded by the supplier's offer and acceptance by Seisenbacher GmbH (=order). Acceptance occurs through the dispatch of an order according to point 2.3 to the supplier. Any deviations between the supplier's offer and Seisenbacher GmbH's acceptance (order) are deemed approved if the supplier complies with the acceptance or does not expressly object in writing within 3 days. Therefore, order confirmations from the supplier are merely acknowledgments of receipt, meaning they are for informational purposes only. Order confirmations must be transmitted to Seisenbacher GmbH within the same deadline.
- 2.5 Without prior written consent from Seisenbacher GmbH, the supplier is not entitled to transfer rights or obligations from the contractual relationship with Seisenbacher GmbH, either in whole or in part, to subcontractors or other third parties. The supplier is also not authorized, without prior written consent from Seisenbacher GmbH, to engage subcontractors in whole or in part to fulfill the contractual services. Regardless, the supplier is liable for deliveries and services of its subcontractors as if they were its own and ensures that all obligations imposed on the supplier are also fulfilled by them.
- 2.6 However, Seisenbacher GmbH is entitled, without the supplier's consent, to transfer all rights and obligations from the contractual relationship to other affiliated companies (e.g., sister companies) with discharging effect. In this case, Seisenbacher GmbH will immediately provide the supplier with all essential information about this company. Any necessary adjustments to delivery conditions, country-specific standards & regulations are to be negotiated separately.



3. Product Requirements

- 3.1 Deliveries must strictly comply with the quality conditions specified in the order. If no specific quality conditions are included in an order, the delivered goods must at least meet commercial quality and the usual required characteristics and comply with the applicable legal and administrative regulations, such as safety, employee protection, and accident prevention regulations, as well as applicable standards (e.g., national and international standards and regulations, industry standards), guidelines, considering the state and generally recognized rules of technology and all regulations based on them. The standards and drawings specified in the orders refer to the latest edition issued and valid at the time of the order, unless expressly stated otherwise in the order. All requirements of Seisenbacher GmbH must be requested by the supplier if not already provided.
- 3.2 The supplier must sufficiently inform themselves about the intended use of the delivered item and the resulting requirements.
- 3.3 If import, export, or other governmental permits as well as approvals or consents from third parties are required for the execution of the order, the supplier must obtain them in a timely manner.
- 3.4 The supplier is obligated to provide a preference certificate upon request by Seisenbacher GmbH. Deliveries from EU third countries must comply with the rules of origin preferences of the respective preferential agreement with the EU, unless expressly agreed otherwise in the contract.
- 3.5 Furthermore, upon request by Seisenbacher GmbH, the supplier is obligated to immediately disclose the respective manufacturer, importer, or upstream supplier.
- 3.6 The supplier bears all relevant material and personnel costs for material certificates of the raw materials.

4. Pricing and Delivery Conditions

- 4.1 Unless stated otherwise in the order, prices are understood to be delivered free of charge to the place of performance, customs-cleared, and unloaded (DDP), including transport insurance, and are fixed prices.
- 4.2 If the price of the goods is calculated based on weight or dimensions, only the weight or dimension at the time of acceptance by Seisenbacher GmbH is relevant.
- 4.3 The place of performance is the destination (place of delivery) according to the order; in the absence of other specifications, it is the location of Seisenbacher GmbH.
- 4.4 If delivery conditions are specified in the order, they are to be interpreted according to the current version of the INCOTERMS. The supplier must send a shipping notification (advice) to the respective receiving point at the destination. If the place of delivery differs from the headquarters of Seisenbacher GmbH, the supplier must also transmit a copy of the shipping notification to Seisenbacher GmbH.



- 4.5 The acceptance of goods at Ybbsitz, Schwarzenberg 82 takes place on weekdays from Monday to Friday. Unless otherwise agreed, the delivery times specified in the orders shall apply.
- 4.6 The supplier must package, label, and ship hazardous products at their own expense in accordance with national and international regulations.
- 4.7 All transport, sales, and service packaging as well as packaging aids must be completely discharged via your ARA license number or your ARA service contract. The corresponding note must be provided on all invoices and delivery notes with the discharge number indicated. In case of incorrect labeling, we reserve the right to dispose of the packaging materials at your expense or to return them to you. Service providers using packaging are responsible for disposal. In the event of an ARA audit, you undertake to hold us harm-less from any claims and damages.
- 4.8 The supplier is responsible for ensuring compliance with delivery conditions by their subcontractors, including contracted transport companies. All shipments that cannot be accepted due to non-compliance with these regulations shall be stored at the supplier's expense and risk. Seisenbacher GmbH is entitled to determine the contents and condition of such shipments.
- 4.9 If the supplier reduces prices and/or improves conditions between the time of order and delivery, the prices, and conditions valid on the day of delivery shall apply. Price increases and over-deliveries will only be accepted with Seisenbacher GmbH's written consent before receipt of the invoice. If the supplier fails to comply with this, Seisenbacher GmbH is entitled to correspondingly reduce the supplier's invoice.

5. Delivery Notes and Invoices, Certificate of Origin

- 5.1 A delivery note must be included with each delivery, indicating the order number and item number of Seisenbacher GmbH.
- 5.2 Invoices must not be enclosed with the delivery. Invoices without the order number may be rejected.
- 5.3 Invoices must be issued in accordance with legal requirements (e.g., § 11 UStG) and correspond in terms of expression, order of text, positions, and prices to the order. Any additional or reduced services and transportation costs must be listed separately on the invoice if necessary.
- 5.4 In case invoices do not comply with points 5.2 and/or 5.3, the buyer may request the submission of a proper invoice again. Until the proper invoice is received, the invoice shall not become due.
- 5.5 For deliveries within the EU, every invoice must contain the necessary information to fulfill the statistical requirements applicable to Seisenbacher GmbH (e.g., statistical commodity code, net weight of the goods, etc.) as well as the VAT identification numbers of the contracting parties.
- 5.6 Separate invoices for initial samples are to be issued only after a positive initial sample decision.
- 5.7 Export markings must be indicated on all quotations, order confirmations, delivery notes, and invoices on a per-item basis. This includes marking in accordance with European/German and



American export law (Yes/No), indication of the European/German export control list number (AL), indication - if the goods are subject to American export law - of the American Export Control Classification Number (ECCN), statistical commodity code, country of origin, and preferential country of origin. Furthermore, a certificate of origin must be provided free of charge upon request.

6. Delivery Date and Delay in Delivery

- 6.1 If a delivery deadline is agreed upon, it starts from the day the order is received by the supplier. Delivery or completion dates specified or agreed upon by Seisenbacher GmbH are fixed dates, meaning that the delivered item must be available for Seisenbacher GmbH at the specified delivery location within the customary business hours on the specified delivery day.
- 6.2 As soon as the supplier can anticipate that they will not be able to deliver on time, they must immediately inform Seisenbacher GmbH in writing, providing reasons for the delay and the estimated duration of the delay.
- 6.3 If the agreed delivery deadline is not met, regardless of whether the supplier is at fault or not, the supplier is further obligated to pay a penalty of 5% of the net value of the undelivered goods to Seisenbacher GmbH for each commenced working day by which the delivery is delayed. Seisenbacher GmbH is entitled to deduct this amount as a price reduction. Furthermore, in case of delivery delay, Seisenbacher GmbH, without prejudice to other legal or contractual claims, is entitled to withdraw from the contract after setting a reasonable grace period. The assertion of further claims for damages remains unaffected.
- 6.4 In the event of early delivery, Seisenbacher GmbH reserves the right to invoice the supplier for any resulting additional costs, such as storage costs, etc.

7. Payment

- 7.1 Payment deadlines commence from the specified point in time, at the earliest from receipt of goods and invoice. If receipt of goods and invoice occur at different times, the payment deadline starts from the later point in time. In case of complaints, the deadline for the respective invoice begins only after the complaint has been fully and defect-free resolved. In case of initial samples, the deadline for the respective invoice starts with a positive approval notice.
- 7.2 Payment does not imply acknowledgment of the correctness of the delivery and does not waive any claims owed to Seisenbacher GmbH.
- 7.3 Payment does not imply acknowledgment of terms and prices and does not affect the warranty rights or other rights of Seisenbacher GmbH arising from the defects in the performance.



8. Acceptance and Warranty

- 8.1 The acknowledgment on the delivery notes and/or the receipt of goods by Seisenbacher GmbH is always subject to reservation, meaning that the goods are only considered accepted when subsequent inspection reveals no shortages and/or defects. Section 377 of the Austrian Commercial Code (UGB) does not apply.
- 8.2 The warranty period for movable goods is 2 years and begins on the day when the delivery item is finally accepted by Seisenbacher GmbH. If Seisenbacher GmbH must provide warranty to its customer, it can also demand warranty from the supplier within 6 months after fulfilling the warranty claims.
- 8.3 The supplier guarantees that the delivery item will be delivered in accordance with the order and meet the quality conditions specified in Section 3.1 of these AEB. Furthermore, the delivery item must correspond in all respects to any provided sample, prototype, or description, and be free from third-party rights. The delivery item and its basic materials must also correspond to the public statements of the supplier and any subcontractors, especially in brochures and product descriptions, as well as statements of all intermediaries in the manufacturing or sales chain and public statements of a person who is identified as a manufacturer by affixing their name, trademark, or other identifier. The supplier's warranty also extends to parts manufactured by subcontractors.
- 8.4 If the delivery item has one or more defects, Seisenbacher GmbH may, at its discretion:
- a) demand rectification of the defect or delivery of a defect-free delivery item (subsequent performance/improvement/replacement),
 - b) terminate the contract (rescission).
- In all cases, an extrajudicial written declaration by Seisenbacher GmbH is sufficient. The right to rescission exists even if Seisenbacher GmbH has demanded subsequent performance, but the supplier refuses it, fails to provide it within a reasonable period (not exceeding 14 days), the attempt at sub-sequence performance fails, or further measures for subsequent performance by Seisenbacher GmbH are unreasonable. There is no right to rescission if terminating the contract would be economically disproportionate due to the minor significance of the defect.
- 8.5 The supplier bears all costs and risks of subsequent performance.
- 8.6 Seisenbacher GmbH will promptly notify the supplier of defects in the delivery item (notice of defects), but the warranty rights and all other rights of Seisenbacher GmbH arising from the defective-ness of the delivery item remain unaffected by either the acceptance of the delivery item by Seisenbacher GmbH or by a lack of or untimely notification of defects.
- 8.7 For defects that cannot be detected within the warranty period even with economically reasonable and customary effort, Seisenbacher GmbH is entitled to lodge a notice of defects within 3 months of discovering the defect, and the supplier is obliged to provide warranty for these defects as well.
- 8.8 If the defect is reported to the supplier within the warranty period, the expiration of the warranty period is suspended if the rights arising from the defectiveness are asserted without undue delay. If the delivery item is completely renewed, the warranty period starts anew; in the case of partial renewal, this applies to the renewed parts.



- 8.9 After an unsuccessful expiry of a reasonable period (not exceeding 14 days) for rectification of the defect, Seisenbacher GmbH may remedy the defect itself or have it remedied by third parties and demand reimbursement of the necessary expenses. This right belongs to Seisenbacher GmbH, especially if rectification fails or is unreasonable for significant reasons related to the supplier, if the supplier refuses rectification seriously and definitively, if rectification is not affected or cannot be effected by a specified date or within a specified period, or if there are special circumstances justifying immediate self-performance after weighing the mutual interests. Seisenbacher GmbH may request the supplier to provide a reasonable advance payment for the expenses required to rectify the defect. The supplier's warranty for deliveries for which defects are rectified by Seisenbacher GmbH or third parties as per the preceding paragraph remains in force.
- 8.10 If a defect arises during the processing of the delivery item by Seisenbacher GmbH, Seisenbacher GmbH is entitled to compensation for all expenses frustrated in connection with the use of the defective material. The supplier will hold Seisenbacher GmbH completely harmless and indemnified for all warranty and/or compensation claims brought against it because of the goods supplied by the supplier.
- 8.11 At the time of acceptance by Seisenbacher GmbH, there must be no third-party rights of any kind on the delivery item.
- 8.12 If no agreement is reached between the purchaser and the supplier within 14 days of final acceptance (see Section 8.2) on whether the delivery item meets the requirements specified in Section 8.3, a request for an expert opinion must be obtained from the competent company of the TÜV Austria Group at the request of either party. The opinion of the company of the TÜV Austria Group is binding on both parties. The costs of the expert opinion are to be borne equally by the parties.

9. Claims for Defects

- 9.1 The supplier shall compensate all demonstrable costs, expenses, and damages arising in connection with the defect, regardless of whether these are incurred by Seisenbacher, the customer, or third parties.
- 9.2 Should defects be identified in the deliveries/services to Seisenbacher before acceptance, Seisenbacher reserves the right to a) return them to the supplier for repair, modification, or replacement, b) rectify these defects with separate documentation and invoice the resulting additional expenses to the supplier. This applies especially if the supplier declares itself unable to rectify the defects. For rework by Seisenbacher, an hourly rate of EUR 110,-- applies.
- 9.3 The supplier bears all costs associated with rectifying the defects, especially transport costs.
- 9.4 Upon receipt of goods, Seisenbacher shall only inspect the delivered goods for type of goods, quantity, externally visible transportation damage, and externally visible defects. If Seisenbacher discovers a defect during the inspection, it will notify the supplier of this defect. If Seisenbacher discovers a defect during the processing or assembly of the delivered goods, it will also notify the



supplier of this defect. Complaints can be raised within a period of 21 days from receipt of goods by Seisenbacher or, if the defects are only noticed during processing or assembly, from their discovery. Seisenbacher is not obligated to conduct any further inspections or notifications to the supplier beyond those mentioned above.

9.5 Seisenbacher has the right to charge a flat fee of EUR 110,-- per defect for processing the complaint after identifying the defect.

10. Liability for Consequential Damages, Product Liability, and Insurance

10.1 The supplier shall be liable without limitation to Seisenbacher GmbH for damages caused by defects in the delivered goods to other legal interests (consequential damages).

10.2 The supplier undertakes to reimburse Seisenbacher GmbH for all expenses related to the fulfillment, rectification, and/or defense against claims arising from product liability regarding the products supplied by the supplier, including sub-products. The supplier shall indemnify Seisenbacher GmbH in full against all product liability claims by third parties, both personal and property damage. The supplier commits to supporting Seisenbacher GmbH to the best of its ability in defending such claims, whether out of court or in court.

10.3 If the supplier becomes aware of circumstances that could lead to product liability claims afterward, it must promptly inform Seisenbacher GmbH and reimburse Seisenbacher GmbH for all expenses and damages related to any necessary measures concerning the faulty products (e.g., recall, replacement, etc.) or that need to be compensated to third parties.

10.4 The supplier must maintain adequate liability insurance at its own expense with a reputable European insurance company to cover damages caused by the delivered goods or by the supplier, its employees, or its agents in connection with the delivery of the delivered goods. The insurance coverage must include claims arising from statutory product liability. The supplier must provide evidence of the coverage amount per damage event to Seisenbacher GmbH upon request.

10.5 Otherwise, the statutory liability provisions apply. Exclusions of liability as well as limitations of liability by the supplier are not accepted.

11. Confidentiality

11.1 The supplier irrevocably undertakes to maintain confidentiality of any information made accessible to them, provided to them, or otherwise acquired, to the extent that such information is not generally or lawfully known to them by other means. They will use any data they become aware of exclusively for the purpose of order processing. The supplier must protect all such information and documents from access by third parties and must demonstrably impose this obligation of confidentiality on their employees, subcontractors, and any other involved third parties. The provisions regarding confidentiality and data protection shall continue to exist even after complete fulfillment of the order and termination of all contractual relationships with the supplier.



11.2 The supplier's data from each business transaction will generally only be processed for the purpose of contract execution, especially for administrative and billing purposes, using automation.

11.3 However, the supplier agrees that data related to the order may be processed by and transmitted within Seisenbacher GmbH.

11.4 The supplier must treat inquiries and orders confidentially. They are liable for all damages arising from the breach of this obligation to Seisenbacher GmbH.

12. Promotion Material / Reference Mentioning

12.1 Advertising and publications about the collaboration and/or orders from Seisenbacher, as well as the inclusion of Seisenbacher in the reference list of the Supplier, require Seisenbacher's prior written consent.

13. Intellectual Property Rights

13.1 The Supplier guarantees that the delivery item passes into the ownership of Seisenbacher free of industrial property rights of third parties. The Supplier is obliged to support Seisenbacher in the best possible way in defending against any claims and to replace all expenses incurred by Seisenbacher in this context. Seisenbacher will be held completely harmless and indemnified by the Supplier regarding any violations of industrial property rights of third parties.

13.2 The intellectual property rights to all documents provided to the Supplier, in particular plans, sketches, and other documents such as brochures, catalogs, samples, presentations, and similar, as well as to all products, substances, and materials provided, remain fully with Seisenbacher. The Supplier is obliged to refrain from any use or other utilization of these intellectual property rights, such as exploitation, passing on, reproduction, publication, or making available, unless Seisenbacher has expressly consented to it.

13.3 All documents can be requested back by Seisenbacher at any time if they are not necessary for the provision of the agreed service. They must be returned unsolicited if the individual contract is terminated or does not come about.

13.4 All intellectual property rights to any developments and work results of the Supplier in the context of providing the agreed services, in particular all usage and exploitation rights, are compensated with the agreed remuneration and belong exclusively to Seisenbacher. The Supplier must hand over all related information and documents (regardless of whether they are on paper, electronic, or another form) to Seisenbacher.



14. REACH / RoHS Declaration of Conformity

14.1 The supplier confirms to fully comply with the obligations arising from the EU Regulation EC (No.) 1907/2006 on Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH). Should the supplier use substances classified as dangerous from the Candidate List for SVHC according to Article 59(10), as per the website of the ECHA (European Chemicals Agency) - <https://echa.europa.eu/candidate-list-table> in the production process, the supplier must immediately inform Seisenbacher in writing.

14.2 The supplier confirms to comply with Directive 2011/65/EU - including amendments of Directive 2011/65/EU and Directive 2015/863/EU - on the restriction of the use of certain hazardous substances in electrical and electronic equipment and the manufacturer and/or importer requirements of this directive.

15. Compliance

15.1 The supplier guarantees, in general and for the duration of this contract, compliance with all applicable laws, regulations, and provisions, including (but not limited to) all anti-corruption laws and regulations. The supplier has not engaged in Prohibited Actions in connection with the services provided under this contract, as well as any other services provided to Seisenbacher, neither directly nor indirectly, and will not do so in the future. Prohibited Actions include the promise, offer, or provision, or the request or acceptance of an impermissible advantage or benefit to influence actions in an impermissible manner.

15.2 In the event of the supplier's breach of the obligation under point 15.1, Seisenbacher is entitled to terminate this contract in writing without notice and without further obligations or liability towards the supplier. The supplier will fully indemnify Seisenbacher from all damages, losses, retention of payments, claims, and third-party claims arising from or in connection with the termination.

16. Applicable Law

16.1 Austrian law shall apply to this general terms and conditions for purchase and the entire legal relations between Seisenbacher and the supplier, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17. Jurisdiction

17.1 All disputes arising out of or in connection with the contractual relationship, including those concerning its existence or non-existence, and the legal relations between Seisenbacher and the supplier shall be exclusively settled by the competent court at the location of Seisenbacher's seat. At the discretion of Seisenbacher, disputes may also be settled by the competent court in the district where the supplier has its registered office, a branch, or assets.