



General Terms and Conditions of Purchase

of Prangl Gesellschaft m.b.H. and its affiliated companies
for the provision of goods

(Date: Juli 2018)

I. Scope of application

1. These General Terms and Conditions of Purchase apply to all orders for goods placed by Prangl Gesellschaft m.b.H. and its affiliated companies (hereinafter "Prangl"), unless otherwise expressly agreed in writing. These General Terms and Conditions of Purchase supplement the conditions specified in the respective order. In the event of a contradiction, the terms and conditions of the respective order take precedence over these General Terms and Conditions of Purchase.
2. The current version of these General Terms and Conditions of Purchase at the time the contract is concluded can also be downloaded from the Internet at www.prangl.at.
3. In any case, the execution of the order by the contractor implies acceptance of these "General Terms and Conditions of Purchase".
4. Contrary General Terms and Conditions of the contractor shall not become contractual items even if presented to Prangl prior to commencement of the business relationship.
5. These "General Terms and Conditions of Purchase" shall also apply to future deliveries by the contractor, even if no special reference is made to them when placing the order.

II. Order placement

1. Orders are only binding if they are placed on Prangl's order form and are duly signed. Orders must be confirmed immediately by the contractor. If Prangl does not receive the order confirmation from the contractor until more than 5 working days after receipt of the order, Prangl is still free to feel bound by the order and thus to have a contract concluded or not.
2. Orders, order confirmations and delivery schedules must be in writing. This also applies to amendments and supplements.

III. Price

1. In case of doubt, the agreed prices are fixed prices plus the statutory value-added tax.
2. Additional deliveries and/or services which were not provided for in the order shall only be remunerated if Prangl receives a corresponding written supplementary or additional offer for these additional deliveries and/or services from the contractor and Prangl approves this in writing before commencing work. Exceeding the original order value will otherwise not be accepted.

IV. Delivery

1. The contractor guarantees that the delivery corresponds to the promised qualities and properties, in particular any approved samples or specifications, in terms of design, scope and division, and that it is carried out on schedule.
2. Delivery shall be at the contractor's risk, free domicile, including packaging.
3. The contractor must coordinate the delivery of goods in good time in advance with the contact person at Prangl specified in the order.
4. The place of fulfilment for the delivery and/or service is the agreed place of service or destination.
5. If the contractor realises that he/she will not be able to deliver or complete the goods on time in whole or in part, he/she must notify Prangl immediately, stating the reasons and the expected duration of the delay. Notwithstanding this, Prangl shall in any case be entitled in the event of default to demand a contractual penalty of 1% of the total order value per commenced week, but not exceeding 10% of the total order value, without prejudice to any further claims for damages and the right to withdraw from the contract.

V. Shipping instructions

1. Unless otherwise agreed in writing, the deliveries are packed, free at the contractor's risk to the place of destination. Partial deliveries must be specified in the contract.
2. All damages and costs arising from non-compliance with the shipping instructions shall be borne exclusively by the contractor.
3. All packaging materials must be disposed of/removed by the contractor in accordance with the relevant Austrian or otherwise applicable legal regulations.

VI. Defects in the delivery (deliveries)

1. In principle, the statutory warranty and compensation rules shall apply. Prangl does not accept any limitations of liability.
2. The duties to examine or give notice of defects resulting from §§ 377 ff UGB are expressly excluded.
3. Prangl is free to demand a price reduction, conversion or compensation in accordance with § 933a para. 2 ABGB in the event of a defect occurring, instead of replacement or improvement of the delivered device.
4. The contractor guarantees that within 18 months, calculated from the day of receipt of the delivery to Prangl, no defects of the delivery item will occur (guarantee), irrespective of fault.
5. The return of rejected goods shall be free of freight charges for Prangl and at the contractor's risk.
6. The costs incurred by Prangl due to the inspection and sorting of defective goods shall be reimbursed by the contractor. This also applies if the defect is only discovered after it has been put into use.
7. In the event of equipment defects – caused by whomsoever or for whatsoever reason – within the warranty period, the contractor is obliged to take the corresponding countermeasure(s) within a period of 24 hours or, in less urgent cases, at least to submit proposals for solutions.

VII. Obligations of the contractor

1. The contractor undertakes to notify Prangl of a competent contact person prior to delivery of the equipment, who can also be contacted in advance of delivery for rapid problem solving and the provision of information.
2. The contractor is obliged to supply a spare parts list at the latest when the device is delivered, from which product name, designation and manufacturer can be taken.
3. When purchasing a new device, a wearing parts package is to be supplied automatically and free of charge, which is to be designed for one year of full operation.
4. The contractor undertakes to inform Prangl automatically and continuously about technical changes compared to previous device series from the device portfolio of Prangl and to propose appropriate service and maintenance measures and/or to carry out technical training of the affected Prangl employees free of charge.
5. The price for the delivery of the device also includes a device training session, which must be carried out by a technician of the contractor at a separately agreed place and date, but no later than 4 weeks after handover of the device.
6. The contractor shall be obliged for a period of 10 years after handover of the equipment to keep sufficient spare parts in stock to be able to supply Prangl with the necessary spare parts at any time during this period, even at short notice.
7. In the case of spare parts deliveries, the contractor undertakes to provide a 24-hour delivery service from the time of the order until receipt of the parts by the responsible Prangl depot. The contractor is obliged to quote both the carrier and the dispatch number in his/her order confirmation.
8. The contractor shall provide Prangl with all necessary drawings and sketches in digital form prior to the physical delivery of the equipment.

9. The devices are to be provided without manufacturer inscription, however with the legally prescribed safety sticker and a Prangl inscription to be agreed with Prangl in detail.

VIII. Billing

1. The basis for the invoicing of deliveries and services rendered shall be the counter notes or work time records confirmed by the responsible Prangl employees, which are to be attached to the invoices.
2. Properly issued invoices are due 14 days after receipt by Prangl, at the earliest, however, 14 days after contractual fulfilment by the contractor.
3. The submission of three copies of an invoice corresponding to all the formal requirements of UStG 1994 (Austrian VAT Act) and the order including these "General Terms and Conditions of Purchase" is a prerequisite for the due date.
4. Invoices for partial deliveries must be clearly marked as "partial invoices".
5. Claims by the contractor against Prangl may not be assigned to third parties (prohibition of assignment), unless Prangl agrees to an assignment in writing.
6. Prangl is entitled to offset its own claims against claims by the contractor. Conversely, the contractor is not entitled to offset his/her own claims against claims by Prangl.
7. The contractor is obliged to immediately notify Prangl in writing of any changes in the company name or address as well as the bank details.

IX. Payment

1. Unless otherwise agreed, payments shall be made within 14 days with 3% discount or 45 days net from receipt of invoice.
2. Prangl is entitled to withhold payment in whole or in part until defects in the delivery have been remedied.
3. Payments by Prangl do not constitute recognition of the deliveries and services as being in accordance with the contract.

X. Order documentation

1. The drawings, drafts and documents made available to the contractor by Prangl remain the property of Prangl and may not be used elsewhere. They are to be returned to Prangl without request after the order has been executed.

XI. Secrecy

1. The contractor shall keep details regarding the transactions concluded with Prangl – such as prices, type and number of delivered devices – secret, especially from Prangl's competitors.

XII. Partial invalidity

1. Should any provision of these "General Terms and Conditions of Purchase" be or become invalid for any reason whatsoever, this shall not affect the validity of the remaining provisions. In this case, the regulation that most closely corresponds to the original purpose from an economic point of view shall apply.

XIII. Applicable law, place of jurisdiction

Austrian law shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law. For any disputes arising from or in connection with the orders, the exclusive jurisdiction of the competent commercial court in Vienna is agreed.