

Validity of WFL purchasing conditions

These conditions shall apply to all contracts which WFL conclude in the quality of purchaser or orderer, unless otherwise expressly stipulated in writing. Supplier's terms of delivery deviating from the WFL purchasing conditions shall not be deemed a subject of the contract, even in the absence of express objection by WFL.

General clause

The supplier shall recognise the exclusive validity of the purchasing conditions upon his acceptance of the order, or, at the latest, upon commencement of the execution thereof.

Data Protection

Please note that we process personal data in accordance with the GDPR Article 6(1)(b) if required for contract performance or pre-contractual measures. As far as necessary for contract performance, these data are transferred to third parties who have been commissioned by WFL Millturn Technologies GmbH. & Co. KG to execute the contract.

Offer

In his offers, the supplier shall scrupulously stick to our enquiry as far as type, quantity and nature of the goods are concerned, any deviations to be pointed out expressly. Offer submission shall be free of charge.

Conclusion of contract

Only written orders shall be legally binding. In case of informal conclusion of a deal, WFL's order shall be considered a commercial letter of confirmation. WFL's failure to respond to proposals, demands or evidence submitted by the supplier shall in no way be construed as their consent, unless express stipulation to the contrary has been made in writing.

If WFL enters into an outline agreement with the supplier on future supplies (price agreement), orders placed by WFL shall be binding unless the supplier objects within 5 business days.

Acceptance of order

Any order that has been accepted shall be confirmed by return of post using our order confirmation form. All correspondence relating to such order shall bear the items of identification (order number and date of the written order). Our orders are revocable until we have received the confirmation of their full acceptance. Any deviations from the order shall be clearly marked in the order confirmation.

Time of delivery

The time of delivery indicated in the order shall be binding.

The supplier is obliged to immediately advise WFL in writing of any delay, stating reasons and the probable duration of the same, if he realizes that he cannot comply with the time of delivery.

If a supply is no longer useful for WFL from an economic point of view, owing to a delay caused by force majeure, WFL shall not be under an obligation to accept such supply, and shall be entitled to resign from the contract to the extent of the supply in question.

The cost of damages due to non compliance with the time of delivery as well as the respective higher handling costs incurred (express freight, unscheduled transport etc.) shall be borne exclusively by the supplier, irrespective of our other legal claims.

More specifically, upon expiry of a reasonable grace period, WFL may claim damages for non performance or procure a substitute delivery from third parties, or claim rescission of contract.

Notwithstanding the foregoing, WFL shall be entitled to charge the supplier as from the default of delivery a penalty in the amount of 0.5% per week or portion thereof, up to and not exceeding 5 % of the total order value of the supply.

In case of plant interruptions for which we are not to blame we shall be relieved, for the duration of such interruptions, from our obligation to take delivery and to effect payment. Premature supplies are contingent on our express approval

Passing of risk, documents

Unless otherwise provided for in writing or following from the order, delivery shall be free works Linz.

Each supply shall be accompanied by a delivery ticket. Invoices shall be sent to WFL upon the despatch of the goods indicating our order code.

Prices and payment

The price indicated in the order shall be binding. In case of defective supply or performance WFL shall be entitled to withhold payment until due fulfilment, without waiving any rebates, discounts or similar benefits.

Export control

The supplier is obliged to inform WFL Millturn Technologies about all ordered goods which are subject to authorisation and/or subject to declaration according to Austrian, European and US export and customs regulations in case of export or re-export. This applies in particular to dual-use goods.

Incoming inspection

For the assessment of quantities, weights and measurements the result of our receiving inspection shall be valid. Excess or short deliveries in relation to the quantity ordered shall not be permitted.

Liability for defects

In as far as we shall not be able, given the specific conditions of our enterprise, to inspect incoming goods within the commercial time limit for examination and claims, especially if the packaging is not habitually removed, or not at once, the

supplier shall waive our compliance with the legal obligation to inspect and to give notice of defects acc. to § 377 HGB (Commercial Code).

Payment shall not be deemed as recognition of the goods being free of defects. Notwithstanding our legal warranty claims we reserve to return the delivered goods if these prove to be faulty or defective. In such event the supplier shall make amends at our discretion and free of charge, either by immediate additional supply or by rework.

If the supplier defaults on his duty to rectify defects beyond 8 days, the customer shall have the right - without any need to extend the time limit - to return the subject of the supply and to procure appropriate replacement elsewhere.

Further to this, WFL reserve to avail themselves of their extended option in case of defects (price reduction, immediate damages in lieu of rectification).

The warranty period shall be 24 months from putting into operation of the products on the user's premises, max. 30 months from delivery. In urgent cases we are also entitled to rectify the defects ourselves, or have them rectified forthwith at supplier's expense. In the occurrence of hidden defects we reserve to claim compensation of the expenses incurred up to the discovery of the defects. The goods subject to complaint shall be returned at supplier's cost and peril. Unless otherwise stipulated in the individual contract, the appropriate legal provisions shall apply.

Drawings and models

Drawings, models, tools and other objects provided or paid for by the customer for the execution of an order shall remain or become his property and be at his free disposal. The supplier shall be liable for their loss, damage or misuse up until their proper return.

CE Declaration of Conformation/Manufacturer's Declaration

The products delivered shall fulfil all regulations, directives and standards concerning such products. Should the product require a Manufacturer's Declaration or Declaration of Conformity (CE) under the EC Machine Directive, the supplier shall draw up the relevant declarations and, upon request, provide them forthwith and at his own expense.

Property rights in case of contract processing

1) Any material ordered by the customer to execute his orders, shall remain his property. Immediately upon takeover by the supplier such material shall be clearly marked as customer's property and separated from any like or similar material. It may only be used for carrying out the specific order.

2) The supplier shall transfer to the customer, immediately upon completion, the unrestricted property of the newly created product resulting from processing the material provided by the customer, unless this condition is fulfilled by the legal situation anyway. Upon completion of each partial manufacture, the supplier shall advise the customer that the manufactured objects, being the property of the customer, are kept at his disposal at any time.

3) If any objects that are the property of the customer or have been transferred to his property, are seized or if a levy of execution on such objects is planned or if his rights are imperilled in any other way, the supplier shall inform him thereof without delay.

4) The supplier shall take out an insurance against all usual risks, at his own expense, for the material provided by the customer and the products transferred to the latter's property.

5) If the material provided by the customer is damaged on its way to the supplier, or if upon arrival at supplier shortages or losses are recorded, then the supplier shall immediately claim the said defects and shortages vis a vis the forwarding agent, carrier or ocean carrier. Moreover, the customer shall be notified at once.

Secrecy

The contracting partners pledge to keep strictly secret any information derived from the co-operation under this contract, unless it is generally known, has been legitimately acquired from third parties or elaborated independently of third parties, and is exclusively destined for the purposes of this contract. Protected information shall especially include technical data, purchased quantities, prices and all information on products and product developments, on present and future research and development projects as well as all corporate data of the other contracting partner.

The supplier shall be obliged, moreover, to keep strictly secret all illustrations, drawings, authorizations and other documentation received; he may divulge them to third parties only with the express consent of WFL, unless the information contained therein is of general knowledge.

The supplier shall bind his subcontractors, if any, to the same secrecy.

Final provisions

The supplier shall not be allowed to pass on to third parties the order or essential parts thereof without the previous written approval by WFL.

As soon as the supplier stops his payments or a receiver is appointed or insolvency proceedings are opened against him, WFL will be entitled to rescind from the contract in whole or in part.

These conditions are governed exclusively by the laws of the Republic of Austria, excluding the UN Goods Purchasing Convention.

Should individual parts of these Purchasing Conditions be invalid, this shall have no bearing on the validity of the remaining stipulations.

The place of litigation shall be Linz. WFL reserves the right to commence action at any other admissible legal venue.

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The Contractor