

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL

- 1.1 These Purchase Conditions shall apply to all contracts which we sign as buyer or purchaser of products or services, unless otherwise agreed in writing. These conditions apply to its amendment and any subsequent orders, even if it is not specially mentioned. Amendments and additions to the conditions of purchase or differing terms and conditions of the supplier are only valid if confirmed in writing, even if they are cited in quotations and order confirmations.
- 1.2 Fulfilment of conditions or silence by SAWI Electronic GmbH does not lead to recognition of terms and conditions of the supplier. Deviating agreements, collateral agreements, representations and changes of purchase conditions can only be done in writing and are only agreed to the particular case.
- 1.3 All deliveries have to correspond to the valid ÖNORM, DIN standards, other industry standards and EU standards, which are relevant for the place of delivery. Furthermore, the supplier has to refer to the order number and item number of SAWI Electronic in all documents.
- 1.4 SAWI Electronic has the right to change the conditions of purchase. The supplier will be informed by SAWI Electronic one month before the change.
- 1.5 SAWI Electronic has the right to correct errors in purchase orders, acceptances and similar documents at any time.

2. ORDERING and ORDER CONFIRMATION

- 2.1 The contract is concluded either by the order of SAWI Electronic on the basis of a binding offer from the supplier or the order of SAWI Electronic and the acceptance by the supplier.
- 2.2 Only written issued orders are legally binding. Verbal orders, additional orders or change orders are only effective if confirmed in writing immediately. We dismiss supplies and services, for which no written orders exist.
- 2.3 The order confirmation of the supplier has to include prices, delivery time, payment terms and other terms of delivery. If the information is missing, no contract will be concluded.

3. DELIVERY, DELAY IN DELIVERY, PACKAGING and RECEIPT

- 3.1 If no arrangement is defined, all deliveries are carried out DDP Reisenberg according to the latest Incoterms.
- 3.2 The supplier is bounded to deliver the ordered goods on time and in the defined and confirmed amount. In case of an earlier delivery or overdelivery SAWI Electronic reserves the right to arrange the return at the expense and risk of the contractor. If an earlier delivery or an overdelivery is not returned, the goods are stored at SAWI Electronic until the date of delivery at the risk and expense of the contractor. In case of an earlier delivery SAWI Electronic reserves the right to make the payment at the agreed due date. Partial deliveries or overdeliveries are only accepted after explicit prior permission.
- 3.3 A delivery note has to be attached to each delivery. This delivery note has to include the full name according to the order, the SAWI article number, the delivered amount of each delivery item and the SAWI order number. The acceptance without any appropriate documents will be refused without exception.
- 3.4 The delivery dates stated in the order are fixed dates. Proper for the compliance of the delivery date is the receipt of goods at the place of receiving or the place of use named by SAWI Electronic and the timeliness of the successful acceptance. Delivery dates start running at the date of order.

- 3.5 If the delivery date cannot be met, the supplier has to inform us immediately stating the reasons and the likely duration of any delay as soon as it is recognizable. The supplier is committed to SAWI Electronic to substitute all indirect and direct damages caused by delay. The acceptance of a delayed delivery by SAWI Electronic contains no abdication of any claims for damages due to delayed delivery.
- 3.6 If the agreed delivery date is not maintained, SAWI Electronic is entitled to insist on their choice of fulfilment or to demand compensation because of non-fulfilment. SAWI Electronic is also entitled to procure compensation from a third party and pass on the additional costs or cancel the contract after the unsuccessful end.
- 3.7 The place of fulfilment for the delivery commitment is Reaktorstrasse 9, 2440 Reisenberg unless otherwise expressly agreed.
- 3.8 The receipt of goods is only possible on weekdays from Monday to Thursday from 07:00 to 15:00 and on Friday from 07:00 to 13:30.
- 3.9 The consignment has to be packed properly and has to be dispatched according to SAWI Electronic shipping instructions. Any resulting damage will be covered by the supplier.
- 3.10 The legally valid acceptance of the consignment and the passing of risk occur only after review and approval by the incoming inspection of SAWI Electronic. A confirmed delivery access or payment of the invoice does not constitute an acceptance.

4. PASSING OF RISK / RESERVATION OF PROPRIETARY RIGHTS

- 4.1 The supplier bears the full risk.
- 4.2 The delivered goods have to be unconditionally.
- 4.3 The goods are property of SAWI Electronic after delivery.

5. PRICES, PAYMENT, INVOICE, ASSURANCE

- 5.1 Terms of payment are 14 days 3 %, 30 days net unless otherwise specified.
- 5.2 The prices are fixed prices including packaging, loading, transportation and unloading at place of delivery.
- 5.3 All deliveries of goods to SAWI Electronic are assured by general transport insurance.
- 5.4 Prices and terms when not already regulated in the order of SAWI Electronic only gain validity, if they are explicitly confirmed by SAWI Electronic in writing.
- 5.5 The payment is made after a legally binding acceptance and receipt of invoice within the agreed term of payment.
- 5.6 Invoices have to be submitted directly after delivery and have to conform to the applicable clause in Austria. Invoices have to contain the order number, the order item, the description of the goods and the VAT number of the supplier in any case.
- 5.7 The supplier is not entitled to offset his claims against our counterclaims.

6. QUALITY ASSURANCE

- 6.1 The delivered goods have to show first-class quality and have to conform to the applicable safety regulations considering the status and the rules of engineering as well as the technical ÖNORM and the European standards.
- 6.2 The supplier ensures SAWI Electronic the right to subject the quality control system and all quality-relevant processes to an audit directly at the appropriate location.

7. WARRANTY

- 7.1 The supplier takes over the full responsibility for the appropriate execution of the delivery and the compliance of all corresponding legal clauses and standard specifications, in particular with regards to the effective rules within the European Communities.
- 7.2 The supplier provides full guarantee for two years.
- 7.3 In case of faults, SAWI Electronic has the right to demand conversion, appropriate reduction of price or repairing. Furthermore we are entitled, at the expense of the supplier, to make improvement by ourselves or by third parties. All costs related to the improvement, the additional delivery or the return of faulted goods as well as the associated risks are borne by the supplier.

8. LIABILITY

- 8.1 The supplier guarantees for all occurred damages and their consequences.
- 8.2 The supplier indemnifies us from all claims of third parties from non-contractual product liability resulting from errors of the items supplied by him.
- 8.3 The supplier has to conclude an appropriate product liability assurance and has to prove the conclusion of such assurance on demand.

9. ENGINEERING DATA, DRAWINGS, SAMPLES

- 9.1 Samples, models, drawings, documents of all kinds, which we provide remain our property and are not allowed to be accessible, offered or delivered to third parties. After delivery the documents have to be returned immediately.

10. CONFIDENTIALITY

10.1 The supplier is obliged to handle our orders and all connected commercial and technical information confidential.

10.2 The protected information includes specifications, quantities, prices and information on products, product development and end customers.

11. COMMERCIAL PROPERTY RIGHTS

11.1 By accepting the order the supplier declares that he indemnifies us completely at violation of existing property right, patents etc. of third parties.

12. SALVATORY CLAUSE

12.1 Should any part of this agreement be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the agreement shall remain unaffected and valid.

13. PLACE OF FULFILMENT, APPLICABLE RIGHT, JURISDICTION

13.1 Place of fulfilment for delivery or service is Reaktorstrasse 9, 2440 Reisenberg or the delivery address stated in the order.

13.2 Only Austrian law applies under the explicit exclusion of the UN Convention on the International Sale of Goods (UNCISG).

13.3 The jurisdiction for all disputes arising of the contract is the responsible court. SAWI Electronic has the right to authorize another court.

Place, Date

Stamp and Authorized Signature