

**General Terms and Conditions of Purchase of PÖTTINGER Landtechnik GmbH and affiliated undertakings according to Annex 1:**

1. The following Terms and Conditions of Purchase shall apply to all of our orders, unless we confirm other provisions for individual cases in writing. Supplier specifically notes that we object to the provisions contained in its order confirmation that do not conform to our Terms and Conditions of Purchase and that the de facto acceptance of delivery does not imply acceptance of the terms of the order confirmation; Supplier is aware that delivery by Supplier shall be deemed acceptance of the Terms and Conditions of Purchase.
2. Orders are only legally valid if they are properly and duly signed; orders placed orally or by telephone shall be void if they are not followed up by a written confirmation.
3. We request your immediate order confirmation for each order with binding prices and terms of delivery, provided these are not indicated in the order. If no price is specified, the prices you indicate will require our written confirmation. Acceptance of the delivery without written confirmation of the prices does not imply acceptance of these prices; without exception all prices are fixed prices that cannot be changed to our disadvantage by subsequently occurring currency adjustments in the case of cross-border purchasing agreements.
4. Established delivery dates must be complied with by Supplier at all events; if it becomes impossible for Supplier to comply with an agreed delivery date, Supplier must notify hereof in a timely manner. Notwithstanding this notification, we shall be entitled, irrespective of any other additional claims, at our discretion, to withdraw from the order or to demand compensation on grounds of non-fulfilment; in such case, we are also entitled to procure replacement delivery from a third party and to charge the difference in damages to Supplier without Supplier being entitled to object against the purchase price of the replacement delivery. If deliveries must be made in a more expeditious manner for reasons in Supplier's domain, the resulting additional costs shall also be at the expense of Supplier. Acceptance of delayed delivery or service shall not imply a waiver of our legitimate claims arising therefrom.
5. All deliveries must be carriage and packaging paid; all costs and expenses incurred are included in the sales price. Ownership is transferred to us only upon receipt and acceptance of the goods. Sender shall bear the transportation risk; if, in individual cases we expressly agree in writing to bear the transportation risk, Sender of the goods shall be obligated to assert all compensation claims for loss reduction, damage to goods and the like to the railways or other freight carrier immediately and to assign us these claims without delay.  
In such cases, Sender must insure consignments at its own cost, unless we waive this in individual cases or take over the insurance ourselves.  
All wrappings and other packaging materials are included in the purchasing price and can be returned by us after deduction of the entire amount charged; a charge for wear is not agreed.
6. Inspection of the goods as set forth in section 377 German Commercial Code (HGB) respectively section 377 Austrian Commercial Code (UGB) shall be carried out in the respective receiving plant; a notice of defect, even if the related invoice issued has already been paid, can be made within a warranty period of 24 months; a period for notifying defects need not be observed in order to preserve the warranty and/or damage claim – unless otherwise imposed by law. If German law is applicable to the business transaction in accordance with point 10, a 14-day period for notifying defects shall apply in any case from receipt of goods or discovery of the defect.
7. Unless otherwise agreed in writing, the payment conditions shown on the front page shall apply. If payment conditions have not been indicated or have been deleted, we shall be entitled to deduct a 5% discount for payment within 30 days of receipt of invoice. It is understood that all payments by us shall only be made subject to and taking full account of all counterclaims on the part of Orderer or its holding company.  
If – for whatever reasons – we are in default of any existing payment obligations, we shall be obligated to pay a maximum of 5% in default interest annually. Any additional interest claims – for whatever reason – cannot be asserted by Supplier. Any assignment of your invoices shall be subject to our approval. If German law is applicable in accordance with point 10, section 354a Commercial Code shall remain unaffected.
8. With regard to your deliveries, you shall be liable for correct construction and execution as well as for using the most suitable material in the sense that we are entitled to put any delivery that does not conform to these requirements at your disposal at your expense, to demand free replacement or to assert all warranty claims we are lawfully entitled to, notwithstanding our further claims for damages; if claims for damages are asserted, Supplier has the burden of proving that there is no fault on the part of Supplier.  
By accepting the Order, you guarantee that your deliveries shall conform to the applicable statutory provisions and government regulations in the countries the goods are destined for, in particular price, manufacturing and labelling requirements. Additionally, you guarantee that your deliveries are free of third-party rights, in particular that the goods or parts thereof are not subject to third-party patent, registered design, copyright, and trademark rights.  
You assume the obligation to release us entirely from any related third-party claims, to indemnify and hold us harmless and to fully compensate to us any resulting damage, regardless of whether you or a third party caused the infringement. You hereby guarantee that the qualities and designations of origin and other information provided are true and accurate.  
We expressly reserve the right to assert claims for compensation for both apparent and hidden defects during a period of 24 months following receipt of the goods; in cases in which defects in goods emerge only after they have been processed or installed in our products or equipment (such as machines, plants, etc.) or after they have been used for a longer time, the 24-month period shall commence upon first operation.  
In this event, you are required to bear the cost for shipment and return and the costs for removing and installing the materials objected to.  
Additionally, you shall also accept the same warranty period for the goods and elements you deliver that you did not manufacture yourself; with respect to the provisions relating to the notice of defects, reference is made to point 6.  
All ancillary work caused by you and that you do not complete in time, can be performed at your cost by us or by a third party.
9. For rejected goods, the return of which shall be at your expense and risk, we reserve the choice to waive or to insist on replacement delivery; shipment of the replacement goods shall be at your account and risk.

10. Samples, models, dies, drawings, stereotypes, and other aids shall remain our express property which we may dispose of as we see fit. These aids may only be used to execute our orders and may not be made available or given to third parties.  
The agreed place of performance and place of payment shall be the receiving plant's location; unless otherwise indicated in the Order, Grieskirchen, Upper Austria shall be the agreed place of performance and payment.
11. The venue shall be the court responsible for the place at which the receiving company is headquartered in Austria or in the Federal Republic of Germany. Depending on the place of the receiving company's registered office in the Federal Republic of Germany or in Austria, German or Austrian law shall apply.
12. We shall not accept any reservations of title on your part.
13. Any right to objection by Supplier for *laesio enormis* shall be excluded.
14. **Supplier shall be obliged to take all appropriate steps to enable us to complete the ordered goods ourselves or through third parties in the event of a complete or partial withdrawal from the contract for reasons that we are not responsible for (in particular in the event of Supplier's insolvency). In particular, this includes the obligation to grant a corresponding right of succession at the same terms as granted to Supplier, and as is necessary in scope for the ordered goods, depending only on our withdrawal, in the agreements concluded by Supplier with third parties, in particular with sub-suppliers or licensors and to supply us, at our request, with all the plans and other documentation, rights, software and half-finished goods produced by or available to Supplier.**
15. You undertake to treat our orders with strict confidentiality; in the event of a breach, we shall be entitled to cancel the order, without prejudice to any other claims.
16. You hereby acknowledge that this order shall be printed by our computer system and, subject to conclusion of the Purchasing Agreement, we shall also store your data; by accepting this order, you automatically agree hereto.
17. Supplier agrees to indicate the country of origin in the order confirmations and invoices for the goods delivered by it that originate from EEC or EFTA countries and states that all goods delivered by it were manufactured in the country it indicates as country of origin and that it is aware of the rules and definitions governing the concept of originating products as set forth in the EEC and EFTA rules of origin and that its designations of origin conform to these provisions.

#### COMPLIANCE WITH SUBSTANCE LEGISLATION

1. All goods that are delivered to us (substances, blends and products) must comply fully, correctly and promptly with the requirements of Regulation (EC) No. 1907/2006 (REACH). This pertains in particular to the registration of substances in their own right, in blends and in products, and to compliance with the relevant authorisation obligations and restrictions.
2. Furthermore, the supplier shall satisfy all information obligations arising from the implementation of the requirements per point 1 above, in particular concerning hazardous substances, SVHC (see <https://echa.europa.eu/de/candidate-list-table>) and hazardous materials contained in deliveries, existing take-back or recycling obligations. This also applies if the information is only to be made available on request. With immediate effect upon becoming aware of this, although no later than 1 month prior to the delivery date for the goods (including packaging), the vendor shall provide [reach@poettinger.at] with the information required to submit a notification per Article 9, Section 1, letter i) of the Waste Framework Directive 2008/98/EC; if the vendor is subject to the notification obligation for the goods, the supplier shall in any case make the relevant SCIP number available. Furthermore, upon request the supplier shall inform us of all measures taken to comply with the requirements per the preceding point 1 by submitting suitable documents (e.g. declarations of conformity, test reports) in electronic form. Information per this provision shall be an integral part of the purchase item.
3. The supplier is aware that we generally assume corresponding information obligations do not exist in the absence of information to the contrary.
4. The supplier shall update information re. SVHC in the event of a change to the SVHC list for all deliveries made to us in the 12 months prior to the publication of the amended list.
5. The supplier shall ensure that the goods delivered to us also comply with other applicable substance restrictions. We shall be notified of any deviations from this point 5, in particular the application of exemptions, prior to delivery together with evidence justifying the application of the respective exemption, and this shall be agreed with us.

#### COMPENSATION FOR DAMAGE AND PRODUCT LIABILITY

Unless otherwise provided in these Terms and Conditions, Supplier shall be obligated to compensate for the damage caused to Orderer directly or indirectly as a result of incorrect delivery, due to the infringement of official safety regulations or for any other legal grounds attributable to Supplier, only as follows.

1. Liability for damages applies when Supplier is to blame for the damage caused by it.
2. If a claim is asserted against Orderer based on strict liability pursuant to domestic provisions not subject to the disposition of Contracting Parties (e.g. Product Liability Act, Federal Law Gazette 99/1988) or foreign law, Supplier shall assume liability towards Orderer to the same extent as Supplier would also be directly liable.
3. The obligation to pay damages shall be excluded to the extent that Orderer has validly limited its liability toward its customer. In this context, Orderer shall use its best efforts to agree on liability limitations to the extent legally permissible in favour of Supplier.
4. Claims by Orderer are excluded to the extent that the damage is caused by infringements of operating, maintenance and installation instructions, inappropriate or improper use, incorrect or grossly negligent treatment, natural wear and tear or incorrect repair attributable to Orderer.

5. Supplier shall be liable for Orderer's costs for damage prevention (e.g. recall campaign) to the extent liable under point 1 + 2 of this section.
6. Orderer shall inform and consult Supplier immediately and comprehensively if it wishes to assert claims against Supplier in accordance with the above provisions. Orderer must give Supplier an opportunity to investigate the claim. Contracting Parties shall agree on the measures to be taken, in particular in case of settlement negotiations.
7. Supplier shall be obligated to take out insurance that sufficiently covers the risks listed above and to present Orderer with evidence of this insurance cover at Orderer's request.
8. Restrictions of any kind to Seller's obligations resulting from the Product Liability Act, Federal Law Gazette No. 99/1988 of 12 February 1988 as well as any restrictions to Buyer's legitimate claims under said Act or other provisions shall not be recognised.

## DATA PROCESSING

1. Supplier acknowledges that trouble-free processing of the contractual relationship with PÖTTINGER and the resulting mutual rights and obligations are only possible if PÖTTINGER processes (supported by automation) the personal data of the supplier. The personal (business) data (in particular name, address, telephone and fax number, email, VAT number, bank details, tax number) are processed by PÖTTINGER for the purpose of processing mutual contractual obligations as well as legal obligations resulting from the contractual obligations concerning in particular the companies belonging to the PÖTTINGER Group as listed under [www.poettinger.at/group](http://www.poettinger.at/group) or in the appendix. The data may also be forwarded to one or more of these companies if this is necessary in order for PÖTTINGER to fulfil contractual obligations. In the event that the data are personal data, the affected person has the right to obtain from PÖTTINGER information about the personal data as well as the right to correct or erase the data or to limit its processing as well the right to reject its processing and the right of data transferability. There also exists the right to complain to the relevant data protection authorities ([www.poettinger.at/dataprivacy](http://www.poettinger.at/dataprivacy) or appendix).
2. Supplier acknowledges that in the event of them forwarding personal data that is not their own to PÖTTINGER, PÖTTINGER assumes that the business partner has permission to forward this data. In this respect the supplier is to indemnify and hold harmless the PÖTTINGER Group.
3. Supplier is informed that their personal data (name, address, phone and fax number as well as email address) will be processed for internal analysis and evaluation (i.e. for statistical purposes), product information (by post and electronically) within the framework of the existing ongoing business relationship with the company named in section (1). The data listed contains expressly the data of the business partner and does not include any customer data.
4. Automation assisted processing of data collated in the course of business takes place in accordance with the latest edition of the rules of the data protection law and the general data protection regulation while protecting precisely the interests of the affected persons. PÖTTINGER has implemented suitable security measures to ensure that confidential data remains secret and has signed contractual agreements to this effect with all service providers.

## SUPPLEMENTARY CONDITIONS FOR SUBCONTRACTING

1. Collection of material and delivery shall be effected by arrangement. Our material, all pre-manufactured parts and the work piece to be processed by you shall remain our property (retention of title). You agree to inform enforcement officers of the retention of title in the event of attachment and to notify us immediately of any distraint, disclosing all data.
2. You declare that you are commercially authorised to carry out the assigned tasks and warrant the proper and correct execution of the work.
3. Unless otherwise agreed, delivery shall be deemed performed only upon handover and inspection in our plant.
4. In the event of complicated orders, ambiguities or manufacturing difficulties, our preliminary inspection shall be requested or the first piece submitted to us for inspection. In all other respects, we refer to point 2.
5. If we provide the loan of tools, appliances or measuring devices, these must be returned immediately after completion of the order with a separate delivery note. We reserve the right to charge you any costs for cleaning and repair following improper use.
6. If tools, appliances or measuring devices become unserviceable due to normal wear and tear, you shall notify us thereof as soon as possible.
7. If larger volumes of waste material accumulate during the work you perform or if its return was indicated on our material delivery notes, return delivery of the waste material must be made with delivery note following completion of the order.  
The material must arrive at our premises within 10 days of completion of the order as we will otherwise be forced to charge a fee to you.

## PROPERTY RIGHTS

1. Supplier shall be liable for claims arising from infringement of patent rights and patent applications, subject to the contractual use of the delivery items.
2. Supplier shall indemnify and hold Orderer and its customers harmless for all claims from the assertion of patents and compensate for all resulting damages.
3. This shall not apply when Supplier manufactures delivery items according to drawings, models or comparable descriptions provided by Orderer or information provided by Orderer and does not know or, in connection with the products developed by it, is not required to know that patent rights are being violated.

4. To the extent that Supplier is not liable pursuant to point 3, Orderer shall hold Supplier harmless against all third party claims.
5. Contracting Parties agree to notify each other immediately of any infringement risks or of alleged violations that become known and to give each other opportunity to take concerted action against any such claims.
6. At Orderer's request, Supplier shall notify of the use of published and unpublished own and licensed patents and patent applications of the delivery item.

#### **Annex 1: Affiliated undertakings**

- **PÖTTINGER Landtechnik GmbH**, Industriegelände 1, 4710 Grieskirchen, Austria
- **PÖTTINGER Deutschland GmbH**, Kleine Mauerstraße 16, 06406 Bernburg, Germany
- **PÖTTINGER, spol. s.r.o.**, Čičenická 1284/II, 38901 Vodňany, Czech Republic