



**General Terms and Conditions of Purchase of H+H SYSTEM GmbH, 5350 Strobl, Austria. As of March 2018.**

**1. Preamble**

- 1.1. These General Terms and Conditions of Purchase shall apply to all legal transactions, such as sales contracts, contracts for work and/or service agreements between H+H System GmbH (Companies Register No. 103856f) and our corporate contractual partners, hereinafter referred to as Contractors.
- 1.2. In the event of a permanent business relationship developing, these General Terms and Conditions of Purchase shall also apply to all contracts to be concluded in future, irrespective of whether explicit reference is made to them in each individual case.
- 1.3. Austrian law shall apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is explicitly excluded.
- 1.4. Place of jurisdiction for all disputes resulting directly or indirectly from the contract shall be the court having jurisdiction over the place of our headquarters in 5350 Strobl, Austria.

**2. Form requirements**

- 2.1. We shall only be bound by our orders, acceptance of orders, statements and similar to the extent they are made in writing (mail, e-mail, telefax) and bear our signature.
- 2.2. Telefax and e-mail messages are also deemed to fulfil the written form requirement. The risk of errors in transmission lies with the sender.
- 2.3. Verbal promises of the Contractor and persons that can be attributed to him are always binding in any case.
- 2.4. Amendments and modifications of contracts already concluded require the written form in any case.
- 2.5. If we receive messages from the Contractor outside our business hours, they shall be deemed received from the start of our next business hours period. Our business hours are:

Mon – Thu 08:00 – 12:00 and 12:30 – 17:00 and Fri 08:00 – 12:00

- 2.6. The Contractor shall quote our order number in all written documents relating to the contract; otherwise we shall be entitled to put these documents aside without dealing with them, and in the event of doubt they shall be considered not received by us.

**3. Transfer to subcontractors**

- 3.1. Unless approved by us in writing, the Contractor shall not be entitled to transfer his contractual obligations in whole or in parts to subcontractors.

**4. Prices, offers, reservation of title**

- 4.1. Offers submitted to us shall be free of charge, unless otherwise agreed in writing.
- 4.2. Unless otherwise agreed in writing, agreed prices include packaging, delivery free place of destination (including, in particular, loading and unloading, transport insurance and customs), and are fixed prices that must not be increased for whatever reason.
- 4.3. We shall not accept any reservation of title. Title in the goods shall pass to us upon delivery as defined in item 5 below.

**5. Delivery, packaging, costs, transfer of risk**

- 5.1. Unless otherwise agreed in writing, deliveries and services provided to us shall be made free of all expenses at the cost and risk of the Contractor to our place of delivery: Wolfgangerstrasse 32, 5350 Strobl, Austria, at the usual times of acceptance:

Mon – Thu 07:00 – 12:00 and 13:00 – 16:00  
and Fri 07:00 – 11:00 on the agreed day.

- 5.2. The Contractor shall ensure proper packaging.
- 5.3. Costs shall be borne as defined in item 4.2. of the General Terms and Conditions of Purchase.
- 5.4. Shipping documents including a precise list of contents shall be enclosed with all deliveries; failure to comply with this requirement shall entitle us to refuse acceptance.
- 5.5. The risk will only be transferred upon delivery of the goods as agreed to the place of delivery given in item 5.1. at the receiving times quoted therein.

**6. Delay, damages**

- 6.1. Failure to meet the agreed date of delivery or service entitles us to withdraw from the contract without granting any period of grace, irrespective of the reason for the default.
- 6.2. If contrary to the provisions of item 5.1. of these General Terms and Conditions of Purchase delivery is made too early, we shall be entitled to either refuse acceptance of the delivery or accept delivery and, depending on the dimensions and the weight of the delivery, charge storage costs of EUR 5 per day/m<sup>3</sup>.
- 6.3. In the event of default the Contractor shall be liable for all damage resulting from non-performance or incorrect delivery. He shall, in particular, be liable for any damage caused by the delay in delivery or service that entails costs of replacement for us to meet our liability (subsequent transaction) as well as for any resultant loss of profit. This liability of the Contractor shall apply in any case, irrespective of the degree of his fault.
- 6.4. Except for cases where explicitly agreed, partial deliveries do not constitute fulfilment.
- 6.5. The acceptance of partial deliveries does not constitute subsequent approval of partial deliveries.

**7. Directive 2011/65/EU, Regulation (EC) No. 1907/2006, Regulation (EC) No. 1272/2008**

- 7.1. The Contractor is familiar with Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment, Regulation (EC) No. 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals (REACH), and Regulation (EC) No. 1272/2008 (CLP) on the classification, labelling and packaging of substances and mixtures.
- 7.2. The Contractor guarantees that the products supplied by him comply with the provisions of Directive 2011/65/EU, Regulation (EC) No. 1907/2006 and Regulation (EC) No. 1272/2008 (CLP).
- 7.3. If the Contractor violates any of the obligations under Directive 2011/65/EU, Regulation (EC) No. 1907/2006 or Regulation (EC) No. 1272/2008, we shall be entitled, at any time, to cancel the respective order with immediate effect and refuse acceptance of the respective delivery without incurring any costs.
- 7.4. Any damage claims shall remain unaffected by that; cancellation or refusal of acceptance does not constitute a waiver of any damage claims.

**8. Origin of goods, preferences, rules for the international movement of goods**

- 8.1. The Contractor agrees to submit a long-term supplier declaration for all articles he supplies to us confirming the goods' preferential status ("goods with EU preferential origin status" or "goods without EU preferential origin status").  
The Contractor shall be liable for any damage incurred by us as a result of his non-fulfilment of this obligation or an incorrectly made out declaration.

The Contractor agrees to check whether his products are subject to any prohibitions, restrictions and/or approval obligations (e.g. in terms of the export list, dual-use regulation, US re-export regulations, etc.) in the international movement of goods, and shall mark them where applicable in his offers, order confirmations and all shipping documents accordingly and beyond any doubt with reasonable statements.

If he fails to comply with this obligation, the Contractor shall be liable for any damage incurred by us as a result of his non-compliance, including additionally charged foreign import duties, penalties and similar.

**9. Prohibition of child labour**

- 9.1. The Contractor agrees to observe the minimum standards specified in the ILO core labour standards, and to oblige his own suppliers to observe these minimum standards by imposing special contractual obligations upon them. The Contractor agrees, in particular, not to employ children. The Contractor ensures that his own suppliers do not employ children either. Children are defined as persons under 15 years of age. In exceptional cases, children may be employed from the age of 14 if this is permitted under the laws of the country of production.

**10. Warranty**

- 10.1. The Contractor shall be liable under the warranty regulations of the Austrian Civil Code (ABGB) unless otherwise defined below.
- 10.2. Notwithstanding the provisions of the Austrian Civil Code (ABGB) and the Austrian Commercial Code (UGB), we shall not be obliged to check the delivery/service and to claim defects immediately upon receipt. We shall, in any case, be entitled to claim defects within the legal warranty periods, with the period of assumed defectiveness at delivery being expanded to two years notwithstanding the provisions of the Civil Code.
- 10.3. In the warranty case, it shall be in our discretion to:
- demand improvement or replacement of the defective delivery/service by the Contractor,
  - have the defect repaired by a third party and charge the Contractor with the costs of the repair,
  - effect a respective reduction in price,
  - amend the contract.

Liability of the Contractor under item 6.3. shall remain unaffected irrespective of our choice.

**11. Product liability**

- 11.1. The Contractor shall hold us harmless with regard to any product liability claims of third parties, to the extent the damage has been caused by a defect in the goods supplied by him.

**12. Production documents, copyright, confidentiality**

- 12.1. Patterns, models, drawings, plans, production documents and similar information provided to the Contractor to fulfil his contractual obligations or to prepare a quotation shall remain our property and may only be used for the purpose of executing our orders.
- 12.2. After completion of the order and/or upon our request at any time, the Contractor shall return the plans to us free of charge.
- 12.3. The Contractor agrees to keep all our trade and business secrets that become known to him during the processing of the order strictly confidential.

**13. Severability clause**

- 13.1. If one or several provisions of these General Terms and Conditions of Purchase become ineffective, the effectiveness of the other provisions and the contract as such shall not be affected by that, and these ineffective provision(s) shall be replaced by appropriate legal provisions which come closest to the original intent.