

Terms of Purchase of UNTHA shredding technology GmbH

1 General information

These Terms of Purchase shall apply to all goods deliveries as well as other (goods and) services (incl. offers in this respect, order confirmations and contracts), which are commissioned by UNTHA shredding technology GmbH and its affiliated group companies („UNTHA“).

Insofar as hereinafter the term „Contractor“ (German abbreviation: AN) is used this shall in particular thus mean the contractual partner commissioned by UNTHA with the delivery, work or service.

Agreements or collateral agreements deviating from these Terms of Purchase are only effective if they are explicitly accepted in writing by UNTHA.

2 Contractual bases

Terms and conditions of business of the Contractor that deviate from these Terms of Purchase will not be accepted by UNTHA, even if UNTHA has not explicitly objected hereto. For amendments to these Terms of Purchase and Payment the general reference to printed or otherwise mechanically reproduced business terms and conditions of the Contractor shall in no way be sufficient; rather a precise special written agreement is necessary for each deviation. If reference is made in the order of UNTHA to offers of the Contractor, this shall in no way mean a recognition of the (commercial or legal) terms and conditions of the Contractor.

The delivery by the Contractor shall be deemed in each case a recognition of these. Terms of Purchase and Payment of UNTHA. This shall apply (in particular with a constant business relationship) also if UNTHA accepts a delivery of the Contractor carried out without an order without an objection to the General Business Terms and Conditions of the Contractor.

Oral agreements or promises of employees of UNTHA are only binding if these are confirmed by UNTHA in writing.

These Terms of Purchase are also to be applied to follow-up orders as well as to all current and future business transactions without UNTHA having to refer hereto separately.

3 Form requirements

Orders are only legally binding for UNTHA if they are carried out in writing or have been signed by the company. The transmission per fax or email is sufficient for the written form.

Irrespective of possible offers of the Contractor, contracts shall be exclusively concluded with the content of the written orders by UNTHA. The order confirmation in the form of the copy of the order countersigned by the Contractor is to be returned to UNTHA without delay, no later however than within five workdays after receipt of the order by the Contractor. Orders of UNTHA shall be deemed (in particular with constant business relationships) as accepted by the Contractor at the Terms (of Purchase) of UNTHA if these are not explicitly objected to in writing or the order rejected in writing within five workdays after receipt of the order by the Contractor.

Should the Contractor – no matter for which reasons – with regard to price, quantity and/or delivery time etc. intend to make changes to the order of UNTHA, it is obligated to announce these to UNTHA within five workdays in writing and to send a written order confirmation to UNTHA – if UNTHA accepts these changes in writing– within a further five workdays, otherwise UNTHA is no longer bound to its orders. UNTHA is not obligated to accept partial deliveries of the Contractor.

In all written documents relating to the order, in particular invoices, the order number of UNTHA is to be cited otherwise UNTHA is entitled to return these without processing and in case of doubt to deem these as not received by UNTHA.

4 Change to the object of delivery and service

UNTHA is entitled to request from the Contractor unilaterally reasonable changes (extensions, supplementations, reductions, amendments) to the order or the object of delivery and service as well as to the thus associated services. Such changes shall remain without influence on the delivery dates, if no written changes to dates are reported by the Contractor within five (5) workdays. Insofar as the delivery dates cannot be adhered to by these (service) changes or if the Contractor can prove that it incurs costs which exceed the negotiated end prices, mutual agreements shall be reached for this purpose in a written form between the Contractor and UNTHA as follows:



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The Contractor has to examine the changes requested by UNTHA carefully without delay and to notify UNTHA about the implications of the changes on the contractual relationship (such as deadlines, dates, acceptance modalities and remuneration) and within five workdays to submit a change offer that is in line with market prices. UNTHA will examine the change offer of the Contractor within a further five workdays. Only by a written confirmation of UNTHA will the changes offered by the Contractor become effective. If the Contractor fails or does not carry out the announcement of additional costs in time and in writing then UNTHA is not obligated to assume these subsequently.

5 Forwarding of the order

The placed order may neither be partly, nor fully forwarded by the Contractor to subcontractors without the written consent of UNTHA.

6 Price

Offers submitted to UNTHA (or cost estimates) of the Contractor are, no matter which preliminary work was necessary for this purpose, free of charge and binding. Offer documents will not be returned. Samples are to be made available to UNTHA free of charge.

Agreed prices are deemed including all duties and secondary costs including packaging, delivered free to the place of destination, thus including transport and insurance, and are fixed prices, which for no reason whatsoever may be subject to an increase. The price stated in the order is binding. Sliding price clauses will not be accepted by UNTHA.

7 Delivery

Goods deliveries have to be carried out DDP pursuant to the Incoterms 2010 and thus free of all expenses at the costs and risk of the Contractor to the place of receipt cited by UNTHA (= place of destination and performance). The Contractor has to ensure appropriate packaging. Shipping and packaging costs as well as the costs for possible transport insurance are to be borne by the Contractor. This means that the Contractor shall bear the risk (of accidental loss as well as of the deterioration of the object of delivery) and the costs (in particular of the transport) until the time at which it makes the goods available at the named place of destination. With services which also include the installation or assembly of the object of delivery, the risk and costs shall however only pass with the acceptance by UNTHA. Should the acceptance by UNTHA be delayed culpably as proven, the date of readiness for acceptance shall apply to such deliveries or services.

Corresponding shipping documents are to be attached with all deliveries (in particular precise content details), otherwise UNTHA is entitled to not accept deliveries / services. If the delivery / service is not accepted by UNTHA owing to missing documents, the risk and costs shall not pass to UNTHA, but shall remain with the Contractor. The Contractor shall be liable for possible damages suffered by UNTHA from this situation.

The delivery or service is to be handed over on the agreed date at the stated receiving point in the acceptance times from Mon to Thurs 7.00am to 4.30pm and Fri from 7.00am to 12.00 noon. In case of deliveries before this date UNTHA reserves the right to encumber the Contractor with the thus resulting additional costs (e.g. storage costs).

It is explicitly deemed as agreed that the standards regarding (the corporate law) complaint obligations will not be applied. This shall apply within the scope of that which is admissible by law to all types of defects. It is therefore explicitly agreed that UNTHA is not obligated to inspect delivered goods without delay for the proper condition and to report possibly existing obvious or hidden defects to the Contractor without delay. The goods shall respectively only be taken over subject to an incoming inspection.

The Contractor undertakes to inform UNTHA in writing without delay if it is foreseeable for it that it cannot deliver within the deadline. The Contractor is liable to pay compensation to UNTHA in full for each delay and consequences of default.

All deliveries to UNTHA have to be carried out free of reservation of title. A reservation of title will not be recognised by UNTHA. The property shall therefore pass with the delivery/take-over of the goods respectively acceptance of the service.

8 Invoicing/deadline for payment

Invoices are to be sent after delivery or service. The deadline for payment shall begin to apply at the time of receipt of the invoice or goods respectively with the completed provision of the service, depending on which time is later; with delivery before the agreed date however with the agreed delivery date at the earliest.



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Insofar as no separate written agreement was reached in an individual case, the payment of deliveries or services that were taken over shall be made within 14 days minus 3% cash discount or within 30 days net.

The remuneration will be paid plus the statutory value added tax if and as far as the deliveries or services of the Contractor are liable to value added tax. If it is determined that the deliveries or services of the Contractor are not liable to value added tax, the Contractor has to refund the unjustifiably disclosed value added tax to UNTHA without delay.

The Contractor is personally responsible for the proper taxation of all payments made by UNTHA and shall indemnify and hold UNTHA harmless in this respect.

The Contractor is exclusively entitled to assign the claims and other rights with the prior written consent of UNTHA.

An offsetting of the Contractor against claims of UNTHA is inadmissible insofar as the claims of the Contractor have not been recognised by UNTHA or have not been declared final and binding in court.

In the event of justified complaints UNTHA is entitled to retain the total still outstanding remuneration (purchase price or contractual work wage).

The payment shall in no way mean the recognition of the proper condition of the delivery / service and is thus no waiver of UNTHA of claims to which it is entitled from warranty, guarantee and damages. A ban on offsetting shall not be recognised by UNTHA, which is why UNTHA is entitled at all times to offset against the Contractor with all claims to which UNTHA is entitled against it.

9 Default

The dates stated and agreed in the order are fixed dates to the extent that if the agreed delivery or service date is not adhered to, UNTHA is entitled to rescind the contract without setting a final deadline, no matter why the delay occurred. Moreover, UNTHA is entitled in this case to assert all (damage) claims owing to default or non-fulfilment.

If the Contractor can recognise before the agreed date already that a timely delivery will not be carried out in full or in part, it has to notify UNTHA hereof without delay by stating the reasons and the expected duration of the delay. In this case, UNTHA is also entitled to rescind the contract without waiting for the agreed date and without setting a final deadline and to assert all (damage) claims owing to default or non-fulfilment.

In particular, UNTHA is entitled in the event of the delay in delivery or service of the Contractor to also cover its requirements otherwise, whereby the Contractor in default has to bear possible additional costs.

10 Warranty, spare parts supply

For the execution of the delivery/service as per order and compliance with all relevant statutory and ÖNORM (Austrian standards) regulations the Contractor will assume warranty for the duration of 2 years. Within the scope hereof the Contractor in particular has to assume responsibility for the fact that the delivery/service features the usually presumed properties and those assured in the contract, and complies with the last status of technology, the high quality requirements of UNTHA and the possibly underlying samples.

In order to assure the quality of its goods the Contractor shall maintain a suitable quality management system (QMS), such as the DIN EN ISO 9001/2015 or a QMS of an equivalent kind.

The warranty period shall begin to run with the acceptance of the work or service without a complaint by UNTHA. The warranty period of the delivered goods shall begin to run at the time from which these – integrated or installed in the plants of UNTHA – are put into operation at the customer of UNTHA that is to be supplied. If UNTHA is liable to warranty towards its respective customer owing to a defect for which the Contractor is responsible, UNTHA can request the warranty from the Contractor also after expiry of the warranty period according to this point (analogue Section 933b Austrian civil code [Allgemeines Bürgerliches Gesetzbuch - ABGB]).

There is no obligation of UNTHA to the immediate examination of the delivery/service upon hand-over. All obligations or responsibility for the inspection or complaint of defects (in particular pursuant to Section 377 Austrian Business Code [Unternehmensgesetzbuch - UGB]) are explicitly precluded. UNTHA is rather entitled to assert warranty claims owing to occurring defects in any case within the warranty period at all times. The presumption of Section 924 ABGB shall apply for the entire duration of the warranty.

In the event of warranty UNTHA has the right, at its choice, to request free improvement or replacement of the defective delivery/service, to have the defect improved by another party at the Contractor's costs, to redhibition of the contract immediately or to request a corresponding price discount. The Contractor shall be liable for all expenses and costs incurred in connection with the remedy of the defects, in particular transport, route, labour and material costs as well as dismantling and installation

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costs relating to the agreed place of delivery of the respective machine from UNTHA.

With a remedy of the defects by the Contractor the warranty period shall begin to run again after acceptance of the improvement by UNTHA for the entire delivery/service affected by the defective condition.

The Contractor is furthermore obligated to supply UNTHA with the original spare parts in this respect for the duration of 15 years from the start of the warranty (pursuant to Pt. 10) with regard to the products delivered by the Contractor, at a request of UNTHA at all times at the customary conditions.

Product changes in the range of the Contractor are to be reported to UNTHA without delay. A product change of products especially delivered for UNTHA is only permitted after the explicit consent by UNTHA.

11 Damages

The Contractor shall be liable for all direct or indirect damages for which he (or his assistants or subcontractors involved for fulfilment of the order) is responsible and which UNTHA suffered (in particular owing to late or defective delivery/service or a breach of these Terms of Purchase).

Insofar as a claim is asserted against UNTHA by third parties owing to possible damages which are a result of goods / services of the Contractor, the Contractor has to indemnify or hold UNTHA harmless.

12 Penalties

In case of default of delivery the Contractor is obligated until the full deliveries/services to pay a penalty for each started week of the default (irrespective of fault and damages) in the amount of 5% of the respective total purchase order or order value, a maximum however of 20% of the total purchase order or order value. UNTHA reserves the right to assert damages beyond this.

13 Production documents/confidentiality

All documents (of the order), samples, models, drawings and other aids, which UNTHA makes available to the Contractor for fulfilling its contractual obligations, are to be examined carefully by the Contractor for their completeness, usability / suitability and executability of the agreed service objects. The Contractor is obligated to inform UNTHA in writing without delay of presumed or recognised incompleteness, discrepancies, contradictions and other unusable features of the stated documents, otherwise all objections or pleas of the Contractor, in particular the objection of a co-fault of UNTHA that possible defects to the deliveries / services are a result of these documents or instructions of UNTHA, are excluded. The stated documents shall remain material and intellectual property of UNTHA, over which UNTHA may dispose freely. These aids may only be used to carry out the respective orders (services or deliveries) and may neither be made accessible nor handed over to external third parties without the written consent of UNTHA. After execution of the order these aids are to be returned to UNTHA free of charge and without delay.

The Contractor undertakes to ensure the extreme reasonable maintenance of all business and trade secrets of UNTHA of which it becomes aware over the course of the execution of the order. All orders and information and documents in this respect of a commercial or technical kind shall be deemed as business and trade secrets. The Contractor undertakes to obligate possible subcontractors to confidentiality to the same extent. This confidentiality obligation will continue to exist beyond the business or delivery relationship.

Rights to intellectual property as well as industrial property rights (patents, patent applications, rights to inventions, know-how, trademarks, trademark applications, copyrights, rights to data or databases, etc.), which are established owing to or in connection with the cooperation between UNTHA and the Contractor respectively which were jointly developed or developed by the Contractor by order of UNTHA, shall remain, as well as the exclusive right of use hereto, with UNTHA, may be exclusively exploited by UNTHA and are in any case covered by the remuneration that UNTHA pays to the Contractor for the agreed deliveries/services. Insofar as this is necessary, the Contractor will reach the corresponding agreements with its employees in line with Austrian law, which enable this. Should a claim be asserted against UNTHA owing to the use of such rights by third parties (e.g. employees of the Contractor) – no matter in which form–, the Contractor undertakes to indemnify and hold UNTHA harmless in full.

The Contractor also explicitly declares that it shall indemnify and hold UNTHA harmless for the infringement of existing property rights, patents etc. towards third parties.

If UNTHA or its buyers/customers are forbidden from using, producing and/or from delivery owing to an infringement of a property right, then the Contractor has to compensate the damages of UNTHA suffered hereby and, at the choice of UNTHA, either to acquire a licence from the holder of the property right or to take the delivered goods back.

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14 Product liability

The Contractor shall assume warranty for the fact that all deliveries or services comply with the relevant legal regulations such as in particular safety regulations, standards of authorities or also trade associations and specialist federations or generally recognised standardisation institutes. The current status and the rules of technology are in any case to be complied with. Furthermore, the Contractor shall assume warranty for the fact that the deliveries or services are free of faults and correspond with the high quality requirements of UNTHA. It is essential to provide possible safety instructions, corresponding declarations of conformity, assembly instructions and installation regulations with the delivery.

The Contractor shall be liable within the meaning of the Austrian Product Liability Act [Produkthaftungsgesetzes - PHG] to an unlimited extent for damages, in particular also for financial losses of third parties, and shall indemnify and hold UNTHA harmless in the event that a claim is asserted against UNTHA by third parties owing to product liability. Restrictions to claims for compensation of all kinds to which UNTHA is entitled according to the PHG or according to other statutory provisions are explicitly excluded and, in particular, also the liability facilitations and limitations of the PHG are precluded. Accordingly, no exclusion of a claim for recourse on the part of UNTHA shall be accepted by UNTHA pursuant to Section 12 PHG as well as pursuant to (analogue) Section 933b ABGB.

The Contractor undertakes to reimburse UNTHA all costs incurred to UNTHA from the defence of claims asserted by third parties or from a compensation payment, insofar as this is reasonable to avoid possible damages (e.g. warnings, exchange, conversion or retrofitting actions etc.). The Contractor is furthermore obligated to name to UNTHA for the duration of 10 years with regard to the products delivered by the Contractor the respective manufacturer, importer or subsupplier without delay as well as to make all information available to UNTHA that is useful for the defence against product liability claims of third parties (e.g. manufacturer's documents etc.) upon first request. Further contractual and statutory claims shall remain unaffected.

15 Business and product liability insurance

The Contractor undertakes, for the duration of the contractual relationship, to conclude reasonable business as well as extended product liability insurance and to retain this for at least five years after the ending of the contract.

16 Material provisions

Materials or parts provided by UNTHA shall remain the property of UNTHA. They may only be used for the intended purpose. The processing of provided materials and the connection of provided parts shall exclusively be carried out for UNTHA, unless otherwise agreed in writing. UNTHA will become the co-owner to the products produced by using its materials and parts in the ratio of the value of the provided materials to the value of the whole product, which is kept in safekeeping by the Contractor for UNTHA. In case of reductions in value or losses the Contractor has to pay compensation.

The Contractor undertakes to check materials or parts provided by UNTHA for completeness upon hand-over. The quality/suitability of the provision or the provided materials or parts is to be checked thoroughly and to a reasonable extent directly after hand-over. Should the provided materials or parts not comply with the contractually required necessities, this is to be complained about by the Contractor in writing within five workdays after hand-over, otherwise all objections of the Contractor in this respect are excluded. Possible claims for compensation of the Contractor owing to late provision or a right of retention of the Contractor are excluded.

17 Environmental protection and hazardous goods

Customary environmental protection aspects for the industry are to be taken into consideration by the Contractor in all phases of the planning, creation and delivery of the goods. In particular, the Contractor must know all implications relevant for the environment that emanate from its products and/or services and has to minimise these by using suitable means.

Insofar as UNTHA in certain cases according to the applicable statutory provisions should be responsible for the disposal of the delivered devices after expiry of the useful life, the Contractor shall assume the necessary costs that are incurred for this purpose for taking back, treatment and disposal of the object of delivery delivered by it.

Irrespective of statutory instruction obligations the Contractor has to provide essential information to UNTHA, in particular instructions for a proper storage as well as safety data sheets in their respective valid version. The provisions of the Regulation (EC) No. 1907/2006 of 18 December 2006 (so-called „REACH Regulation“) is to be strictly complied with by the Contractor.

The Contractor shall assume warranty for the fact that the deliveries to be provided by it owing to the order comply with the EU Directive 2011/65/EU (Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment, hereinafter „RoHS“) and thus the threshold values existing in connection with the RoHS Directive for the restriction to the use of certain hazardous substances in electrical and electronic appliances at the time of the delivery as well as the respective

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applicable national regulations. In case of a provision of deliveries that do not conform to the RoHS the Contractor has to compensate UNTHA – irrespective of possible warranty claims – for all damages resulting from the deliveries.

If the delivery contains goods which are to be classified as hazardous goods pursuant to the international regulations, the Contractor will notify UNTHA hereof within five workdays after receipt of the order.

18 Foreign trade

The Contractor undertakes to notify UNTHA in writing of possible approval obligations for the (re-)export of the products pursuant to national, European, U.S. export and customs provisions applicable to the contractual relationship as well as the export and customs provisions of the country of origin of the products. The Contractor shall make all decisive information available to UNTHA in this respect. This is in particular, however not exclusively:

1. All relevant export list numbers;
2. Insofar as the products fall under the U.S. Export Control Administration Regulations: the Export Control Classification Number (ECCN) of the U.S. Commerce Control List;
3. The statistical goods number pursuant to the current goods division of the foreign trade statistics and the HS Code (Harmonized System) as well as the net weight of the products;
4. The details of origin (non-preferential origin) of each product;
5. The supplier declaration regarding the preferential origin with suppliers from the European Union (if requested by UNTHA);
6. Certificates relating to the preference with non-European suppliers (if requested by UNTHA).

19 Code of Conduct

The Contractor undertakes to comply with the laws of the respective applicable legal system(s), not to tolerate any form of corruption and bribery and to observe the basic rights of the employees. It will furthermore strictly comply with the relevant statutory regulations regarding the ban on child labour and incidentally assume responsibility for the health and safety of its employees at the workplace, ensure fair remuneration and working hours, comply with the environmental protection laws and encourage and require the compliance with these principles at its contractors or subcontractors and sub-suppliers to the best possible extent.

If the Contractor carries out deliveries and/or services in the permanent establishments of UNTHA, it has to comply with the respective applicable safety-related provisions, which it will be informed of.

If the Contractor breaches these obligations and if this is its fault, UNTHA has the right to rescind or terminate the contract. Further claims for damages shall remain unaffected hereby.

20 Data protection

The business-related data of the Contractor such as company register number, address, contact data, contact persons will be exclusively processed for the purposes of processing the contract, in particular for management and settlement purposes supported by automated means. For technical reasons it may be necessary for these data to be stored on an in-house server or a server outside of the UNTHA Group in Austria. The Contractor grants its explicit consent that UNTHA shall forward the stored business-related data to other affiliated companies within the global UNTHA Group for information purposes as well as within the scope of the company-wide stipulated reporting obligations for statistical purposes and Risk Management. Such a consent can be revoked at all times towards the „Purchasing“ department at UNTHA in writing or by email.

The Contractor will comply with the relevant regulations relating to data protection and to the safeguarding of the professional and banking secrecy and only use correspondingly obligated employees for fulfilling the service. Insofar as a processing or use of personal data is carried out by order, the parties have to conclude a data protection agreement without delay according to the provisions of the data protection law.

21 Place of jurisdiction/ applicable law

Austrian law is to be applied to all legal relationships between UNTHA and the Contractor and their business relationship or commissioned deliveries / services under the exclusion of the UN-Convention on Contracts for the International Sale of Goods and the laws of conflict. Disputes are to be conducted exclusively before the competent court of jurisdiction of the state capital 5020 Salzburg. Apart from this, however, UNTHA also has the right to file legal action at the general place of jurisdiction of the Contractor.

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22 Severability clause

Should individual provisions of these General Terms of Purchase be invalid this shall have no effect on the validity of the other provisions. The contractual parties undertake to replace these by provisions, which shall as far as possible correspond with the invalid provisions.

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