

General Terms and Conditions of Purchase of Fruit Security GmbH, 257064k

§ 1 General provisions

- (1) The following terms and conditions shall apply, as amended in each case, to all present and future purchase contracts with us as purchaser, even if we do not explicitly refer to them in specific instances.
- (2) We hereby object to any counter-confirmations, counter-offers or other notes of the seller that refer to the latter's General Terms and Conditions; any deviating terms of the seller shall only apply if confirmed by us in writing.
- (3) The seller may assign any claims resulting from legal transactions concluded with us only upon our explicit consent.

§ 2 Contractual principles

- (1) Only purchase orders placed in writing shall be valid. Any changes or additions to purchase orders and any verbal agreements shall apply only if they are confirmed by us in writing.
- (2) All of the documents that the conclusion of the contract was based on shall be considered to form the basis of the contract in the following order of priority:
 - a) the purchase order transmitted by us to the seller
 - b) sampling documents, plans, fact sheets and specification sheets transmitted by us to the seller (e.g. illustrations, drawings, weight specifications and dimensions)
 - c) the sample sent to us in advance by the seller and accepted by us in writing after inspection, together with the test documents prepared by us in connection with the sample
 - d) the seller's acceptance of the purchase order
 - e) the seller's quotation on which the purchase order is based
 - f) other documents on which the contract is based
- (3) We shall reserve the title and copyright to our drawings, plans, calculations, any other documents provided and any tools provided; they must not be made accessible to third parties. Plans, tools or samples made by the seller on the basis of our purchase order shall become our property without any further charge. The seller shall also grant us, free of charge, exclusively and irrevocably, an unrestricted right to use the works created in connection with our purchase order (e.g. developed products and tools, etc.). We shall be entitled to any associated patents, utility model rights or other property rights.
- (4) If the seller's acceptance deviates from our purchase order plus documents, the seller must clearly point this out. We shall be bound by these deviations only if we agree to them explicitly and in writing.
- (5) Goods supplied by the seller must comply with the safety regulations in force at the time of ordering as well as conform to the latest technological developments and all relevant standards. The seller must provide us with all documents relating to the purchase orders, such as plans, assembly plans, specification sheets, quality documents, installation instructions, wearing parts lists, processing instructions and operating instructions, etc.
- (6) If our desired requirements or the documents we provide raise any doubts for the seller, the seller must inform us immediately in writing.
- (7) The seller must notify us of any change of materials or manufacturing processes in good time prior to delivery. Such changes must be approved by us in writing.
- (8) Upon the handover of the contractual goods, we shall become their owner; any retention of title provided for in the seller's terms and conditions shall not apply to us.

§ 3 Delivery periods / consequences of delay

- (1) Unless otherwise agreed, the delivery or performance period shall begin on the day on which we place our purchase order. Unless a time limit has been agreed separately, delivery must be made without delay.
- (2) Any identifiable delays in delivery must be reported to us immediately, with details of the expected duration of such delay. Any extension of the deadline shall require our written consent.
- (3) As soon as it has been established or communicated by the seller that the seller shall not meet the delivery deadline, we may take any necessary measures at the seller's expense to avert any further impending damage or loss to the customer and/or to us as a consequence.
- (4) The delivery shall be timely if the goods arrive at the destination specified by us within the delivery period and have the characteristics stipulated in the contract. If any part of the delivery or the entire delivery does not have the characteristics stipulated in the

contract, we may reject the entire delivery or the parts concerned within a reasonable period of time, and the goods shall be deemed not delivered and not accepted to this extent.

§ 4 Dispatch / delivery

- (1) The goods must be packaged in such a way that transport damage is avoided. Any damage or loss caused by improper packaging shall be at the seller's expense.
- (2) All transport regulations required by us must be observed. If we do not specify any transport regulations, the seller must consult us and, if in doubt, choose the most suitable and cost-effective method of shipment.
- (3) With deliveries, the risk shall be transferred upon acceptance by us, usually at the destination specified by us.
- (4) Unless otherwise agreed, DDP shall apply in accordance with Incoterms 2010.
- (5) The goods must arrive at the times stated by us for receipt of the goods.
- (6) If agreed payment instruments or shipping documents are missing or incomplete, we shall reserve the right to refuse to accept the seller's goods; this shall be at the seller's expense and risk.

§ 5 Invoice

- (1) The invoice must contain all the order details, comply with legal requirements and be transmitted to us once the delivery has been completed in full.
- (2) We reserve the right to return any invoices that do not comply with legal requirements to the seller unprocessed. In that case, the invoice shall be deemed not to have been issued.

§ 6 Payment

- (1) The period for payment of the invoice shall begin as soon as the delivery, including any specification sheets, quality documents and other documents to be delivered have been accepted by us and we have received a properly issued invoice.
- (2) Unless otherwise agreed, payment shall be made within 60 days of the start of the payment period or within 30 days minus a 3% discount. Payment may be withheld until defects have been rectified.
- (3) The seller shall only be entitled to offset against our claims as well as to assert a right of retention if the claims asserted by the seller for this purpose have been established as final and absolute by the courts or explicitly acknowledged by us.

§ 7 Warranty / damages

- (1) The warranty period shall be two years and shall commence from acceptance of the goods in the case of obvious defects and from detection in the case of hidden defects. Any obligation to give notice of defects pursuant to § 377 of the Austrian Commercial Code (UGB) is hereby excluded.
- (2) We shall be entitled to assert rights of recourse against the seller pursuant to § 933b of the Austrian Civil Code (ABGB) even if our (end) customer is not a consumer.
- (3) In the event of existing defects, the seller shall, at our discretion, either grant a reasonable price reduction or remedy the defects itself (on-site if applicable) or deliver new goods without any defects within a reasonable period of time. If the goods have already been installed, the seller must assume all costs associated with removal and installation and perform any necessary restoration in connection with this at its own expense. In case of imminent danger, we shall be entitled to take any measures necessary or reasonable to prevent further damage or loss, at the seller's expense. All costs associated with remedying the defect (most notably investigation costs, removal and installation costs, and travel expenses, etc.) must be reimbursed by the seller regardless of fault.
- (4) Within two weeks of receiving our request, the seller shall undertake to provide us with the names of any importer, upstream supplier or manufacturer as well as to supply us with any information and documents necessary or requested for a defence against product liability claims.
- (5) The seller shall also, on request, assign to us as payment any compensation or warranty claims to which it is entitled vis-à-vis its suppliers / predecessors in title in connection with the existing defect.

§ 8 Miscellaneous

- (1) The place of performance shall be our registered office.
- (2) The place of jurisdiction for all disputes arising from the contractual relationship shall be Weiz. However, we may also choose another place of jurisdiction.
- (3) The law of the Republic of Austria shall apply. International sale of goods law shall be excluded. This shall explicitly apply to the application of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) The invalidity of individual provisions of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. Invalid provisions shall be deemed replaced by such valid provisions as are suitable to realise the economic purpose of the lapsed provision, to the extent possible.
- (5) The seller hereby explicitly consents to its personal data being stored and processed by us by automatic means in fulfilment of this contract.
- (6) In the event of any inconsistencies between the German version and a translation of the terms and conditions into another language, the German version shall apply exclusively to any issues that arise between the parties.