

## 1. Preamble

1. These General Terms and Conditions of Purchase (GTCP) of J. Zimmer Maschinenbau GmbH, Kufstein, hereinafter referred to as J. Zimmer, form an integral and inseparable part of the order or each contract, insofar as they are not amended by the order or contract itself, even if no express reference is made to these GTCP in individual cases.
2. In the absence of any written agreement to the contrary, the present General Terms and Conditions of Purchase shall apply.
3. The provisions on the delivery of goods shall also apply analogues to services.
4. All orders and contracts, including the resulting obligations, are subject to Austrian law, which shall apply exclusively when assessing the goods and services.

## 2. Conclusion of contract

1. Orders are only legally binding if they have been transmitted by the J. Zimmer purchasing department.
2. Every order must be confirmed to J. Zimmer in writing. If the order confirmation deviates from the order, the content of the order shall apply until J. Zimmer has agreed to the deviation in writing, for example in the form of a change order. An order is deemed to have been accepted if a deviating order confirmation is not sent by the supplier within five working days.
3. The supplier is always obliged, without the need for specific mention by J. Zimmer in the order, to include any storage, handling, operating and maintenance instructions with the delivery/service at least in German and English language or to provide documentation as a PDF. Other languages are to be agreed separately.
4. Amendments and supplements require written confirmation from J. Zimmer to be valid.
5. If import and export licences, foreign exchange transfer permits, proof of import under embargo or sanction regulations or similar permits are required for the execution of the order, the supplier must provide all necessary permits or licences.

## 3. Illustrations and documents

1. The information contained in catalogues, brochures, circulars, advertisements, illustrations and price lists regarding weight, dimensions, performance and the like shall be authoritative.
2. Design changes and improvements compared to the specification in the order are only permitted with the express consent of J. Zimmer.
3. The supplier guarantees the careful execution and first-class condition of the goods supplied by him.
4. If the material is provided by J. Zimmer, the supplier must provide full compensation in the event of rejects.

## 4. Forwarding of orders

1. Orders may only be passed on to third parties with the written consent of J. Zimmer. Failure to do so shall entitle the customer to cancel the order without compensation.

## 5. Scope of delivery

1. The scope of delivery results from the order.
2. Unless otherwise specified in the order, the delivery condition "EXW - Place" in accordance with INCOTERMS 2020 shall apply to the delivery of goods and the corresponding pricing.
3. In the case of deliveries, the goods delivery regulations and procedures applicable at the J. Zimmer location to be supplied must be complied with. Products must be packaged appropriately and for transport. The supplier is liable for all damage resulting from improper packaging of the delivery.

## 6. Transfer of risk

1. J. Zimmer reserves the right, depending on the scope of the order and specifications, to inspect the goods during the production period or to carry out checks for take-over and acceptance.
2. The criteria that are determined by J. Zimmer's inspection upon receipt of the goods are decisive for the assessment of proper delivery.

## 7. Delivery time

1. Agreed delivery and performance dates are fixed dates and accordingly binding. In the case of EXW deliveries, the delivery date is understood to be the agreed readiness for collection of the order from the supplier.
2. J. Zimmer must be notified immediately of the impossibility of punctual delivery so that there is always the possibility of taking substitute action in good time to prevent major damage. Liability for delay remains unaffected by this.
3. We are entitled to demand partial deliveries/services. Partial deliveries/services require the express consent of J. Zimmer, otherwise we are not obliged to accept the delivery/service.
4. If the delivery is delayed due to a circumstance occurring on the part of J. Zimmer, a corresponding extension of the delivery period shall be recognised.
5. If the supplier is responsible for a delay in delivery, we may declare our cancellation of the contract, setting a reasonable period of grace.
6. If the grace period provided for in point 7.5. has not been complied with, J. Zimmer may withdraw from the contract by simple written notification. In this case, J. Zimmer is entitled to reimbursement of the payments already made for the undelivered or unusable goods and to reimbursement of the justified expenses that J. Zimmer had to incur for the substitute fulfilment of the order. It is at the discretion of J. Zimmer to assert further claims for damages.

## 8. Prices / Offers

1. Agreed prices are fixed prices. Price changes are only valid if agreed by both parties in writing. The price shall include all packaging costs for the delivery of the goods.
2. All offers submitted to J. Zimmer are binding for the provider for a period of at least one (1) month from receipt by J. Zimmer and, regardless of the services provided by the provider for the preparation of the offer and for the submission of the offer, do not constitute a claim to a fee or reimbursement of costs.
3. The supplier is not authorised to offset any liabilities to J. Zimmer against claims against J. Zimmer, or to withhold the fulfilment of orders that have already been confirmed.

## 9. Payment

1. Payments are made in accordance with the order.
2. J. Zimmer is entitled to withhold payments due to warranty claims or other counterclaims.
3. Offsetting against the purchase price is permitted.
4. An assignment of the invoice claim to third parties is only possible with the express consent of J. Zimmer.
5. The date of payment shall be the date on which the amount is debited from J. Zimmer's bank account.

## 10. Acceptance

1. On receipt of the delivery/service, J. Zimmer is only obliged to check the identity of the delivery/ service, its completeness and to check for externally recognisable damage. J. Zimmer expressly reserves the right to complain about defects in deliveries/services not provided in accordance with the provisions of these GTCP or as agreed in the order at any time within the warranty period. Accordingly, the supplier waives the defence of late notification of defects for the duration of the warranty period.
2. All costs in connection with the occurrence of a defect, the assertion of the aforementioned defect rights or the rectification of defects or useless costs incurred by J. Zimmer, costs for additional inspections of the goods, determination of defects, sorting, refitting and similar shall be borne by the supplier.

## 11. Warranty

1. The statutory provisions shall apply.
2. The supplier warrants that all deliveries/services are provided in accordance with the regulations, directives and laws applicable to them or with those applicable at the place of fulfilment. The supplier is obliged to honour this assurance at his own expense and to indemnify J. Zimmer in the event of non-compliance and to compensate J. Zimmer for any damage incurred.

## 12. Transfer of rights and obligations

1. The supplier may only transfer his rights and obligations under these GTPC and the order to third parties with the prior written consent of J. Zimmer.
2. J. Zimmer is entitled to transfer his rights and obligations under these GTPC and the order to a third party at any time without the consent or authorisation of the supplier being required.

## 13. Place of jurisdiction, place of fulfilment

1. All disputes arising directly or indirectly from the contract shall be subject to the jurisdiction of the competent courts in accordance with the provisions of the Austrian Code of Civil Procedure.
2. The place of fulfilment for delivery and payment shall be the buyer's registered office, even if the handover takes place at a different location as agreed.

## 14. Supply of machinery and technical equipment

1. Unless otherwise agreed in writing by the parties, all machines and technical equipment to be supplied must be equipped with the protective devices prescribed at the place of delivery and must comply with the applicable safety and environmental protection regulations. CE conformity must be confirmed with a CE declaration for complete machines and with a CE declaration of incorporation for incomplete machines.
2. When constructing systems and delivering technical products, the supplier undertakes to check the specifications requested by J. Zimmer with regard to dimensions, quality and design and to correct these in consultation with J. Zimmer if this is given against the background of the supplier's higher expertise for the products in question, whereby the specifications provided by J. Zimmer can only be changed with the written consent of J. Zimmer. The supplier guarantees that all deliveries and/or services comply with the agreed specifications and all technical safety regulations. The documentation is to be provided in German and English language. Other languages are to be agreed separately.