

# Meinhart Kabel Österreich GmbH General Terms and Conditions of Purchase (as of October 2023)

## 1. Validity of the Terms and Conditions of Purchase

Meinhart Kabel Österreich GmbH, having its registered office at Westbahnstraße 6, St Florian A-4490, Austria and being registered in the register of companies kept by the Steyr Regional Court under company number FN 299994v, places orders and makes purchases exclusively on the basis of the following General Terms and Conditions of Purchase (hereinafter 'GTCP'). These GTCP also apply to all other companies in the Meinhart Kabel Group. The companies in the Meinhart Kabel Group are hereinafter referred to as the Client and the respective supplier as the Contractor.

These GTCP are binding with respect to all current and future business transactions with the Contractor, even if no express reference to them is made. The GTCP can be freely accessed online at any time on the Meinhart website in the 'General Terms and Conditions of Purchase' section using the link [www.meinhart.at/service/download](http://www.meinhart.at/service/download) and can be saved in reproducible form and printed out by the Contractor.

Provisions deviating from these GTCP – in particular the Contractor's General Terms and Conditions ('GTC') – as well as any additions only become part of the contract if this has been expressly confirmed in writing by the Client. Unless the Client expressly agrees to the Contractor's GTC in writing, they will not be binding, even if they are not expressly rejected. If the Client refers in its order to the Contractor's documents, this does not constitute acceptance of the Contractor's commercial terms and conditions.

## 2. Offer and conclusion of contract

Unless otherwise specified by the Client, the offer must be binding for at least 30 days.

Orders placed by the Client are only legally binding if they are made in writing (by post or electronically). Amendments or additions to the order as well as verbal agreements are only valid if they are confirmed in writing by the Client. The Contractor shall quote the Client's order number in correspondence with the Client.

Offers submitted to the Client will be prepared free of charge, regardless of the preparatory work required.

The Contractor shall send a written order confirmation to the Client within five working days of receipt of the order, unless otherwise agreed in writing. If the Contractor fails to confirm the order in due time, the Client is entitled, but is under no obligation, to revoke the respective order without this giving rise to any rights on the part of the Contractor.

The Client shall have the right to demand modification of performance even after the contract has been concluded. In this case, the Contractor is required to inform the Client without delay, at the latest within three working days, of the impact that the change will have on deadlines and remuneration. If the Contractor fails to inform the Client in this way, it shall offer the modified performance by the previously agreed deadlines for the previously agreed remuneration and shall also provide such performance if the Client so requests. In the event of changes to the planned execution, performance will only be remunerated insofar as it has been ordered in writing by the Client and actually executed by the contractual partner.

### 3. Performance and commitments of the Contractor

The Contractor guarantees that deliveries/services will be provided in accordance with the contract, conforming with applicable standards and free of defects. Execution shall be in accordance with the relevant standards, harmonisation regulations or specifications (data sheets) of the Client. The delivery/service must be up-to-date and reflect the latest science, technology and empirical knowledge, and must be in line with the supplier guide-lines and descriptions, as amended at the time of the final handover of the end product in Austria and in the country of destination (insofar as this is communicated to the Contractor by the Client). If specifications are not technically or legally feasible, the next most favourable specifications for the Client shall be deemed agreed. The Contractor is required to provide a comprehensive description of performance and shall be liable in the event of ambiguities or gaps.

The Contractor warrants and guarantees that all requirements of Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold originating from conflict-affected and high-risk areas are complied with by the Contractor and any upstream suppliers.

The Contractor warrants and guarantees that it has obtained, at its own expense, all authorisations, permits and approvals from third parties that it requires to fulfil the contract under applicable law, such as business licences, or that it will obtain these in good time.

For deliveries from abroad, a customs invoice (in triplicate) as well as valid proof of origin for preferential import customs clearance (declaration of origin, movement certificate, etc.) and all other documents and records required for customs clearance or that simplify customs clearance must be sent free of charge with the consignment note. Customs clearance shall be carried out by the Contractor at its own expense and risk, unless otherwise agreed in writing. Where deliveries are made of goods manufactured in Austria and goods that have already cleared customs, an upstream supplier's declaration stating the part numbers must be enclosed with the goods. A dispatch note stating the exact details of the delivery bill, the means of transportation and the name of the forwarding agent must be sent to the Customer in good time upon dispatch.

In the event of non-compliance with these specifications, any damage, loss, risks and costs shall be borne by the Contractor. The Contractor shall fully indemnify and hold the Client harmless in this respect.

### 4. Deadlines and delivery delays

The delivery date stated in the order or other agreements is binding unless the Contractor expressly objects in writing and refers to the new delivery date. Deliveries before the agreed date are only permitted with the express approval of the Client and do not justify any change to the agreed payment terms.

Partial deliveries, over-deliveries and under-deliveries of an order item are only permitted if expressly agreed. Complete fulfilment of the contract is decisive for the timeliness of a delivery and/or service by the Contractor.

If the Contractor recognises that the delivery and/or service will be delayed, it must notify the Client without delay and in detail of the impending delay and its expected duration. Such notification does not exempt the Contractor from the contractual penalty specified below and does not affect the Client's right to withdraw from the contract.

If the delivery is delayed for reasons that are not within the sphere of the Client, the Client is entitled either to insist on the contract being honoured or, setting a grace period of 14 days, to withdraw from the contract and to demand compensation for any damage or loss, including lost profit.

## 5. Prices and terms of payment

All performance by the Contractor is remunerated at the agreed prices (excluding VAT). The agreed prices include all activities necessary for the proper fulfilment of the contract, in particular packaging costs, transportation costs, insurance costs, public fees and charges, as well as any social security contributions and expenses. Price reductions due to changes in the market must be passed on in full to the Client.

If payment is made within 30 days of receipt of the invoice and delivery at the place of destination, the Client is entitled to a discount of 3% (unless otherwise agreed in a specific case). Advance payments are not made by the Client. Unless expressly agreed otherwise, the payment period is 60 days after delivery has been taken at the Client's place of destination. The Contractor shall send a single copy of the invoice to the Client without delay after proper delivery or complete provision of the service, stating all the order data.

The timeliness of payments is determined by the time at which the bank transfer is made.

The text of the invoice must be structured in such a way that it can be easily compared with the order and the invoice can be reviewed. The invoice must contain the order number and the Client's order data. The Client reserves the right to return invoices that do not comply with its specifications, in particular with regard to the order data or VAT regulations, without having processed them. In such a case, the invoice is considered invalid. The Contractor is not entitled to offset claims against the Client. The payment period for the invoice only commences upon proper receipt of the invoice by the Client (assuming that the delivery/service has been provided in accordance with the contract). The Client reserves the right to offset through counterclaims.

If the Contractor has to provide test reports, quality documents or other records, the documents must also have been received for the delivery/service to be complete. The Client may withhold payment until defects have been rectified.

Payment does not constitute recognition of proper delivery/service or a waiver of any rights to which the Client is entitled.

## 6. Delivery, transportation and risk

The place of performance for deliveries and/or services is the place specified by the Client (in particular in the order) or the Client's registered office.

The Contractor shall bear the costs and risk of transportation until handover behind the first lockable door at the Client's premises (Westbahnstraße 6, St Florian, A-4490, Austria) or at the agreed place of delivery (e.g. Incoterms 2020 'DDP'). The risk of loss or damage only passes to the Client upon handover. The Contractor shall take out transportation insurance for the goods and pack them properly. The Contractor shall be liable for any damage resulting from improper packaging prior to acceptance by the Client. Transportation damage may be asserted by the Client regardless of whether damage is documented on the CMR consignment note or delivery bill. Defects that are reported to the Contractor within two working days of the Client taking delivery shall be deemed to have occurred during transportation.

If, as a result of a visual inspection while taking delivery of the goods, the Client discovers that the goods in the truck or the transport packaging (in particular the cable reels) are even partially damaged, do not comply with the Client's 'Regulations for Packaging, Transportation and Documents' in accordance with this point of the GTCP or cannot be unloaded without damage, even in part, the Client reserves the right to reject the entire delivery and to return the truck without further inspection of the goods at the expense and risk of the Contractor.

The Client's 'Regulations for Packaging, Transportation and Documents' ([www.meinhart.at/service/download](http://www.meinhart.at/service/download)) apply to all deliveries/services. The Contractor shall properly dispose of any waste arising from the provision of services at its own expense and risk. The Client is entitled, but is under no obligation, to return packaging at the expense and risk of the Contractor. The packaging must comply with the latest knowledge on environmental protection.

## **7. Warranty, liability and product liability**

### **7.1. Warranty**

In the event that the Contractor is under a duty to provide performance under warranty, the Client is entitled to determine the type of performance under warranty (improvement, replacement, price reduction or rescission).

The statutory warranty periods laid down in the Austrian General Civil Code (ABGB) apply.

If any defects are replaced or rectified, the warranty period for the affected goods shall commence anew.

The warranty period is extended by one year in the event of notification of a defect. In the case of hidden defects, the warranty period does not commence until they are discovered. In the case of deliverables which normally remain in their original packaging until they are used or resold, defects which only become apparent upon removal from the packaging or during ongoing use shall be deemed to be hidden defects.

The mere acceptance of deliveries/services, their temporary use or the making of payments does not constitute a waiver of any rights. Confirmations of receipt by the Client's Goods In department do not constitute a declaration that the delivered goods have been finally accepted as free of defects.

Section 377 of the Austrian Commercial Code (UGB) does not apply (and thus, in particular, the Client is under no obligation to give notification of a defect).

### **7.2. Liability**

The Contractor shall be liable to the Client as laid down in the statutory provisions. Insofar as the Client is entitled to damages, its claim will also include compensation for lost profit and compensation for any damage/loss that the Client must cover as compensation for its contractual partner or third parties, irrespective of the degree of fault on the part of the Contractor.

Exclusions and limitations of liability of any kind on the part of the Contractor do not apply vis-à-vis the Client and any injured third parties. Deviations from the statutory warranty and liability provisions to the detriment of the Client (such as changes to the allocation of the burden of proof, shortening of deadlines) require the express written consent of the Client in the specific case in order to be effective.

### **7.3. Product liability**

In the event that a claim is made against the Client due to a defect in a deliverable on the basis of the Austrian Product Liability Act (PHG), the Contractor undertakes to indemnify the Client against any third-party claims, irrespective of fault, and to reimburse the Client for any payments that the Client must make to third parties on these grounds. Furthermore, the Contractor undertakes to support the Client to the best of its ability in any legal dispute with third parties. If the Contractor maintains there is no defect in the product delivered or the service provided within the meaning of product liability provisions, it may only invoke this if it has provided evidence in such a way that the Client has been able to defend itself against the claims of third parties. These obligations on the part of the Contractor also apply if its product or service is merely part of a service provided by the Client to third parties. In this case, the Contractor is required to reimburse the Client in full for any expenses arising on these grounds, also vis-à-vis third parties.

## 8. Retention of title

The Contractor shall enjoy no retention of title (except in the event that this is agreed in a specific case). In the event that title may be retained in upstream steps of the Contractor's supply chain, the Contractor shall inform the Client of this. Any intact retention of title shall suspend the due date of the Contractor's remuneration.

## 9. Termination and withdrawal from the contract

### 9.1. Termination (continuing obligations)

In the case of continuing obligations, the Client may terminate the contract subject to a notice period of 30 days, the Contractor subject to a notice period of 90 days, with effect from the end of the month.

Waiver of the notice period by the Client requires express written confirmation by the Client, otherwise it is not effectively agreed.

The Client may terminate a contract at any time without notice for good cause. In particular, the reasons listed in 9.2 are considered good cause.

### 9.2. Withdrawal from the contract

The Client is entitled to withdraw from the contract if there is a good cause, in particular:

- a) the Contractor provided incorrect or incomplete information when the contract was initiated;
- b) the performance of the delivery or service or the commencement or continuation thereof is impossible for reasons for which the Contractor is responsible or is further delayed despite the setting of a reasonable grace period;
- c) the circumstances are such as to obviously make it impossible to fulfil the order on time or jeopardise the fulfilment of the contract vis-à-vis the Client's customer or the end customer;
- d) if the Contractor breaches official regulations or the provisions of these GTCP in a qualified manner, a breach of material provisions of these GTCP being deemed, in all cases, to be a qualified breach;
- e) if the Contractor has taken actions that restrict competition, in particular if it has entered into agreements with other companies that are detrimental to the Client, contrary to common decency or contrary to the principle of competition;
- f) if the Contractor has directly or indirectly promised or granted advantages to employees of the Client who are involved in the conclusion or execution of the contract or has threatened or caused disadvantages;
- g) if the Contractor breaches the requirements set out in the Meinhart Group's document on ecological, social and ethical conduct (CSR standards, which can be found on the website at [www.meinhart.at/service/download](http://www.meinhart.at/service/download));
- h) if insolvency proceedings have been opened against the Contractor or are dismissed for lack of assets to cover costs or in the event of a significant change in its ownership structure. If withdrawal is exercised as a result of insolvency proceedings being opened or dismissed for lack of assets to cover costs, the withdrawal will take effect immediately upon the decision that the Contractor's business will not be continued. If the Contractor's business is continued, withdrawal will only become effective six months after the insolvency proceedings are opened or after the application to open insolvency proceedings has been dismissed for lack of assets. In any case,

the contract will be terminated with immediate effect unless the insolvency law to which the Contractor is subject precludes this or the termination of the contract is essential to avert serious economic disadvantages for the Client.

The Contractor is required to inform the Client of such circumstances without delay. The Client is entitled to withdraw from the entire unfulfilled contract or only from individual parts of it if one of the grounds set out in 9.1 or 9.2 applies.

Where grounds entitling the Client to withdraw from the contract exist, the Client shall have the right, following a single written request by the Client and setting a grace period of 14 days (from the date of the postmark or e-mail receipt) to the Contractor, or immediately in the event that any delay poses a danger, to carry out substitute performance at the risk and expense of the Contractor without further notice. The Contractor shall reimburse the Client for all costs and damage/losses incurred as a result of substitute performance that are customary in the market and industry. The Client may offset such amounts against any claims of the Contractor.

## 10. Confidentiality and data protection

The Contractor hereby irrevocably undertakes to keep confidential all business and trade secrets made available to it by the Client or otherwise disclosed to it in connection with or on the basis of a business relationship or contact with the Contractor and not to disclose them to third parties in any way whatsoever without the Client's consent.

Furthermore, the Contractor undertakes to use information only on a 'need to know' basis and exclusively for the purpose of fulfilling the respective contract. The Contractor shall only use employees and vicarious agents who have been expressly obligated in writing to maintain confidentiality to the same extent as the Contractor. The confidentiality obligation remains in force for three years after the business relationship with the Client ends or, irrespective of a business relationship, for three years after initiation of a business relationship.

Advertising and publications about the Client's orders and the inclusion of the Client in the Contractor's reference list require the Client's prior written consent.

The parties undertake to comply with the provisions and requirements of data protection law, in particular Regulation (EU) 2016/679 ('GDPR') and the Austrian Data Protection Act ('DPG'), as amended, in the course of executing the legal transaction at hand.

In accordance with data protection provisions, Meinhart expressly points out that, in particular, the names, addresses, telephone and fax numbers, e-mail addresses and payment methods of the acting persons are processed and stored for the purpose of automated data processing in order to fulfil the respective order. Meinhart is entitled to transmit the data to third parties commissioned by Meinhart to carry out the order, insofar as this is necessary for the order to be fulfilled.

Only personal data that Meinhart requires for the provision of its services, their invoicing, for its information services and for the fulfilment of any existing legal obligations is processed. Meinhart does not process special categories of personal data ('sensitive data'). Meinhart processes the data for the purpose of fulfilling the obligations arising from or to initiate contractual relationships, to fulfil legal obligations and to inform business partners. The legal basis for the processing is, in particular, Article 6(1)(b) GDPR (= to perform a contract) or Article 6(1)(c) GDPR (= to comply with legal obligations).

If consent has been given to the processing of data (Article 6(1)(a) GDPR), this consent can be revoked at any time. Revocation means that Meinhart will no longer process the data from this point in time.

Persons whose personal data is processed have the following rights:

- right of access to information

- right to rectification
- right to erasure
- right to restriction of processing
- right to object to the processing
- right to data portability

If you have any questions about data protection, revocation of consent and the assertion of data subject rights, you can contact us by telephone on +43 7224 690-0 or by e-mail at [info@meinhardt.at](mailto:info@meinhardt.at).

The privacy policy, which can be found at <https://www.meinhardt.at/en/privacy>, applies to the processing of data via the Meinhardt website.

If the Contractor is acting a processor for the Client, it must warrant and guarantee the protection of data subject rights and conclude a contract with the Client in accordance with Article 28(3) GDPR. This contract must set out, in particular, the subject matter and duration of the processing, the type and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of the controller, in accordance with the requirements of the cited provision.

## **11. Quality assurance, safety and environmental protection**

The Client is committed to complying with the highest standards in terms of quality assurance, safety and environmental protection, and requires the same from its contractual partners. The Client attaches great importance to compliance with legal regulations and the implementation of best practices. The CSR standards, which are available to view on the Client's website ([www.meinhardt.at/service/download](http://www.meinhardt.at/service/download)), therefore apply to all contractual relationships.

## **12. Compliance**

The Client conducts its business activities in accordance with the applicable laws, rules and regulations while upholding corporate principles and ethics and expects the Contractor to do the same.

The contracting parties undertake to conduct their business in accordance with the applicable laws, in particular in compliance with the statutory anti-corruption provisions. If one of the two contracting parties becomes aware that its contractual partner has, in the context of the business relationship, engaged in misconduct that breaches anti-corruption provisions, it shall be entitled to withdraw from the contract with immediate effect.

In the event of breaches, the Client reserves the right to assert any resulting claims for damages against the Contractor.

## **13. Final provisions**

### **13.1. Arbitration proceedings and place of jurisdiction**

In the absence of any enforcement convention between Austria and the country in which the Contractor has its registered office, any disputes arising from this contract or in connection with its breach, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with these Rules. In the arbitration proceedings,

the substantive law pursuant to the choice of law clause in point 13.2 will apply and the language used in the proceedings will be German.

Otherwise, any disputes arising from a contract covered by these GTCP – including disputes as to whether such a contract exists or not – shall be settled under the exclusive jurisdiction of the competent courts in Linz.

### **13.2. Choice of law and contract language**

The exclusive applicability of Austrian law – to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the international conflict of laws rules – is agreed. The contract language is German.

### **13.3. Severability clause**

Should any provision of these GTCP be or become ineffective in law or unenforceable in whole or in part, this does not affect the legal validity of any of the other provisions. The contracting parties shall replace the legally ineffective or unenforceable provision with an effective and enforceable provision that comes as close as possible to the content and purpose of the legally ineffective or unenforceable provision.

### **13.4. Formal requirement**

Amendments or additions to a contract covered by these GTCP must be made in writing. This also applies if amending the requirement for the written form.

### **13.5. Withholding of performance, offsetting, prohibition of transfer and assignment**

In the event of a dispute, the Contractor is not entitled to withhold or suspend its performance. Claims on the part of the Client cannot be offset by counterclaims of any kind whatsoever. Any plea by the Contractor on the grounds of error or reduction by more than half on the part of the Contractor is excluded. The order placed may not be passed on to subcontractors, either in part or in full, without the Client's consent. The Contractor may not assign claims arising from the contract to third parties, either in full or in part, without the written consent of the Client.

All rights and obligations arising from this agreement pass to the individual or universal successors of the Client without the consent of the Contractor being required.