

## **General Purchasing Terms and Conditions**

### **1. Scope**

- 1.1 These general purchasing terms and conditions shall govern legal transactions between LOGICDATA Electronic & Software Entwicklungs GmbH („Buyer“) and its contractual partners („Seller“).
- 1.2 Any departure from the terms and conditions mentioned in 1.1 above shall be valid only if expressly accepted in writing by Buyer.
- 1.3 Buyer hereby contradicts any and all general terms and conditions of Seller. Any and all general terms of conditions of Seller will only be applicable to any legal transaction in so far, as these general terms and conditions are identical to Buyer’s purchasing terms and conditions.
- 1.4 Any follow-up orders shall also be subject to the present general terms and conditions, without having Buyer to make special references to these conditions.

### **2. Conclusion of contract**

- 2.1 Orders must be rejected immediately, but at least in 2 working days, in writing, failing which the contract shall be deemed to be valid.
- 2.2 The seller will confirm the time of delivery and price by fax, E-mail or online ordering system within 3 working days. Order confirmations are for evidential purposes only. The non-transmission of an order confirmation does not affect the validity of an order. Seller must inform the Buyer within three days, if the execution of an order is not possible. In the absence of such a notification, the Buyer assumes that the order can be fulfilled without delay.
- 2.3 Orders shall only be deemed legally binding if they have been duly signed and issued by Buyer in writing. Orders transmitted by telefax or email shall be accepted.
- 2.4 The parties agree that, unless otherwise required, legally significant statements or declarations of either party may also be transmitted electronically. However, should any such statements arrive at Buyer’s premises outside of the official hours of business, they shall not be deemed received until the start of the official hours of business on the following working day. Buyer’s official hours of business are 9 a.m. to 3 p.m. from Monday to Friday.
- 2.5 Subsequent amendments of, or additions to, the contract shall be subject to written confirmation.
- 2.6 Any and all documents, and particularly commercial invoices, issued by Seller in reference to an order placed by Buyer shall bear the official order no. In case of non-compliance Buyer reserves the right to refuse processing such documents and may return them.

### **3. Subcontracting / Assignments**

Seller shall not be entitled to subcontract any work without having obtained Buyer's prior written approval.

### **4. Prices**

- 4.1 Any offers submitted by Seller shall be entirely free of charges to Buyer.
- 4.2 Prices are fixed prices plus legal turnover tax, and exclude additional claims of any kind. Costs for packaging and transport to the shipping address as well as for customs clearance and customs duty are included or are shown separately.
- 4.3 Last negotiated prices should not be modified unilaterally by the seller. Excluded are separately agreed price escalation rules due to specific raw material indices or similar cost indicators.

### **5. Delivery**

- 5.1 Goods must be— if not otherwise agreed in writing – delivered “delivery duty paid (DDP)”. The risk of loss or damage to the goods passes to Buyer only upon delivery at the agreed place of proper and complete delivery, free of defects. Immediately after the dispatch Buyer shall have become owner of these goods. The Seller guarantees that delivered goods are not subject to any rights from third parties and that the delivery of the goods does not violate any rights of third parties, in particular intellectual property rights.
- 5.2 All necessary delivery documents with complete information (in particular quantities, part/material descriptions, purchase order numbers, etc.) are to be sent to Buyer with each delivery. In case of non-compliance Buyer shall reserve the right to refuse acceptance.
- 5.3 The contractual scope of supplies and services is to be delivered to the stipulated place of destination on the date stated in the order(s), and to be presented to the incoming goods department during the official hours of business mentioned in 2.2. In case of delivery being effected 10 days prior to the stipulated delivery date, Buyer shall reserve the right to refuse acceptance or to charge Seller with any additional costs and expenses Buyer might incur due to storage and handling costs and such.
- 5.4 Seller waives any right he may have to reserve ownership in a consignment after delivery has been effected.
- 5.5 The period allowed for delivery shall commence at the earliest of the following dates:
  - a) the date of order confirmation by Seller,
  - b) the date of fulfilment by Buyer of all the conditions, technical, commercial and other, for which he is responsible,
  - c) the date of receipt by Seller of a deposit or security due before delivery of the goods in question.

- 5.6 Seller shall obtain whatever licences or approvals may be required from authorities or third parties for the construction of plant and equipment.
- 5.7 Seller is not allowed, if not otherwise is explicitly stipulated in written form, to carry out and charge Buyer for partial or advanced deliveries.
- 5.8 The place of performance is the registered seat of Buyer or a delivery place agreed separately.

## **6. Payment**

- 6.1 The payment term shall commence at the time that the invoice has been duly presented to Buyer, or the goods have been received, or the contractual scope of supplies and services has been completed, whichever comes last.  
However, should delivery have been effected prior to the stipulated date, the payment terms shall start on the stipulated delivery date at the earliest.
- 6.2 Payments are due within 14 days with 3 % discount or after 30 days net.

## **7. Delays**

- 7.1 Should Seller fail to meet the stipulated delivery time for the contractual scope of supplies and services, Buyer shall be entitled to terminate the contract with immediate effect, i.e. without any further period of grace, no matter what the reason for such a delay might have been.
- 7.2 Seller shall be obliged to notify Buyer immediately should he notice that a delay in delivery of the contractual scope of supplies and services (partially or in full) might occur. In this case Seller shall state the reasons for the delay as well as a suggested time schedule for completion. Buyer shall reserve the right, however, to still terminate the contract with immediate effect, i.e. without any further period of grace.
- 7.3 Buyer shall be entitled to claim damages at his option instead of specific performance and/or obtain substitute performance from a third party or declare withdrawal. If Seller fails to deliver in a timely manner, Seller is obliged to pay Buyer a contractual penalty of 1,5 % of the order volume for each week commenced after the delivery date. This obligation does not depend on a negligent action by Seller. This contractual penalty does not exclude any further claims based on (consequential) damages.
- 7.4 If due to unforeseeable circumstances or circumstances beyond Buyer's control, such as all cases of force majeure or strike, it becomes impossible or significantly more difficult for Buyer to fulfil the contractual obligations, Buyer may cancel the contract wholly or in part or has the right to postpone performance, and Seller is not entitled to any claims arising from the amendment to the agreement by Buyer.

## **8. Warranty**

- 8.1 Seller warrants at least for a period of two years from unconditional acceptance, that the supplies shall be free from any defects in materials or workmanship and shall conform with the provisions of the order as well as any other statutory requirements or official industrial standards such as ÖNORM or similar. Above all, Seller shall warrant for any contractual and implied properties of the scope of supplies and that the quality of the supplies shall conform with the samples, if samples have been provided.
- 8.2 The contractual warranty time shall commence with the date of the unconditional acceptance of the supplies by Buyer.
- 8.3 Buyer is not obliged to inspect incoming goods upon delivery.
- 8.4 In the event of a warranty claim, Buyer may immediately demand at its option that the goods be returned, replaced or repaired at the costs of Seller, or have the goods repaired by third parties at the costs of Seller, or may resent from the agreement or may demand a reduction of the purchase price.
- 8.5 After correction of the defect, through Seller the period of warranty restarts anew with the Buyer's acceptance of the repaired good.

## **9. Seller's liability**

- 9.1 Seller is liable for any and all damages that may result from non-conform delivery, irrespective of negligence.
- 9.2 Seller is obliged to maintain a third party liability insurance, that must cover at least those damages, that were foreseeing or ought to have foreseen at the time of the conclusion of the contract, also covering all risks arising from product liability, and will hand over the respective insurance policies at Buyer's request.

## **10. Confidentiality and Intellectual Property Rights**

- 10.1 Any and all samples, patterns, drawings, specifications, data sheets, and such which Buyer shall provide to Seller for the execution of a contractual scope of supplies and services remain exclusively Buyer's intellectual property which he can handle at will.
- 10.2 Any such information, or additional information acquired during the order execution, shall be treated by Seller with utmost confidentiality and solely for the purpose of executing Buyer's orders and contracts. Seller shall not be entitled to share any such information with any third parties without the specific prior written consent of Buyer. Seller shall without prompting return any such papers, documents and items immediately after completion of the contractual scope of supplies and services.

## **11 Jurisdiction and applicable law**

Any disputes concerning this agreement including the issue of its valid conclusion and its pre- and post-contractual effects are exclusively decided by the competent

court, in whose district Buyer has its registered seat. This agreement including the issue of its valid conclusion and its pre- and post-contractual effects is governed by the law of Austria. Application of the UN Convention on Contracts for the International Sale of Goods is renounced.

## **12. General**

- 12.1 Should individual provision of the contract or of these provisions be invalid, the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid one, which comes as close to the target goal as possible.
- 12.2 Seller has to obey the Statement of Commitment for suppliers and subcontractors issued on the homepage of Buyer ([www.logicdata.net](http://www.logicdata.net)) and shall ensure its implementation. Seller shall further use his best efforts to promote and request the compliance with the Statement of Commitment by the Seller's suppliers and subcontractors. In case of any breach of these obligations by the Seller, Buyer has the right to terminate all existing contractual relations with Seller.
- 12.3 The Parties expressly declare their intent to use their best efforts to comply with the following principles with respect to their services of their subcontractors: The parties respect and accept the cultural and social diversity of all nations and societies, support the fundamental right to freedom of association and the right to negotiations for collective bargaining agreements, stand up for the prohibition of any form of forced labour, human trafficking, and slavery, and for the abolition of any exploitation by child labour, they respect the right to adequate salaries, guarantee compliance with the applicable national regulations on working hours, and ensure a safe and healthy working environment for their staff (based on the Universal Declaration of Human Rights). The parties further undertake to take the required measures to avoid actions detrimental to the economy such as bribery and corruption.

**Last revised February 1<sup>st</sup>, 2016**