



FB 3.2.5 S Terms and conditions of purchase

For the Company

Schunk Transit Systems GmbH, Location Nußdorf am Haunsberg

The following terms and conditions shall apply only to persons who, at the time of conclusion of the contract, act in the exercise of their commercial or independent professional activity (entrepreneurs) and to legal entities under public law and special funds under public law.

1. General

These Terms and Conditions of Purchase shall apply exclusively to our orders. Any conflicting terms and conditions of sale or delivery are hereby expressly rejected. Amendments or supplements to these Terms and Conditions of Purchase shall only be binding if confirmed by us in writing.

In the event of new customs duties, taxes, fees or similar additional costs due to the withdrawal of the United Kingdom from the European Union, these additional costs shall be borne exclusively by Schunk's supplier.

In addition, Schunk shall have the right to cancel the Purchase Order if a change in applicable laws related to the United Kingdom's withdrawal from the European Union materially changes the circumstances of the Contract. Significant changes include, but are not limited to:

- I. The provision or use of goods or services as promised under the contract is rendered impossible.
- II. If the continuation of the contract would impose a substantial and unreasonable financial burden on Schunk.

2. Orders and Order Confirmations

Only orders placed in writing are binding. Orders or agreements made orally or by telephone require our written confirmation to be effective.

Each order must be confirmed by the supplier immediately, stating the price and the delivery time. If the supplier does not accept the order within 2 weeks of receipt, we shall be entitled to cancel the order.

3. Delivery time and Deadlines

Agreed dates and deadlines are binding. Delay occurs without reminder. Decisive for compliance with the delivery date or delivery period is the receipt of the goods by us, unless another shipping address is specified. If delivery "free works" has not been agreed, the supplier shall make the goods available to us in good time, taking into account the usual time for loading.

If the agreed date is not met due to circumstances for which the supplier is responsible, we shall be entitled, at our discretion and without prejudice to further statutory provisions, to withdraw from the contract after expiry of a reasonable grace period, to procure a replacement from a third party and/or to claim damages for non-performance.

We shall be entitled to compensation for all additional costs incurred by us due to delayed deliveries or services for which the supplier is responsible. Acceptance of the delayed delivery or service does not constitute a waiver of further claims for compensation.

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In the event of non-compliance with the agreed delivery time, we shall also be entitled to payment of a contractual penalty of 0.1% per working day, up to a maximum of 5% of the order amount. We shall be entitled to claim a contractual penalty in addition to performance. If we do not reserve the right to claim the penalty at the time of acceptance, the penalty may still be claimed by us up to the time of our payment. The assertion of a claim for damages in excess of the contractual penalty is not excluded.

If the supplier anticipates difficulties in production or the supply of input materials and circumstances beyond his control occur which are likely to prevent him from delivering on time, in the agreed quality, the supplier must immediately notify our ordering department.

The supplier must also notify us immediately if a design variant of a product or a product series changes or is even discontinued/ discontinued - regardless of whether the change is a 100% replacement variant.

If the supplier cannot meet our requirements (quantities and deadlines), he must give us the opportunity to carry out the production of the non-deliverable components ourselves.

If necessary, the supplier shall provide the relevant development, production and material documents and, upon request, support us in the start-up of production, among other things by making suitable personnel available or by releasing the right of purchase from a sub-supplier.

If necessary, existing industrial property rights shall be made available to us.

For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be decisive, unless proven otherwise.

Excess or short deliveries as well as partial or advance deliveries require our consent.

Shipment shall be at the risk of the supplier.

The delivery shall be made freight or postage paid. Packaging costs shall be borne by the supplier.

Transport insurance is covered by us.

Our rule that we are SLVS waiver customer must be strictly observed.

4. Transfer of risk

The supplier shall bear the risk of damage and loss of the goods until the goods have been accepted by us or our representative at the place where the goods are to be delivered in accordance with the order.

If a delivery should entail an installation on our premises or on the premises of a third party by the supplier, and/or if an acceptance is required by contract or by law, the risk shall only pass to us upon acceptance.

5. Prices and Offsetting

Unless otherwise agreed in writing, the agreed prices shall be fixed prices until delivery.

In the event of defective delivery or performance, we shall be entitled to withhold our payment in full, unless otherwise stipulated in good faith.

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6. Insolvency of the supplier

In the event of insolvency of the supplier, we shall be entitled to retain an appropriate security, but at least 10% of the agreed price, until the expiry of the limitation period for warranty claims.

The supplier shall assign its warranty claims against its upstream suppliers to us. We are entitled to disclose this assignment in case of insolvency of the supplier. Furthermore, we are entitled to withdraw from the orders for the scope of delivery not yet fulfilled at that time.

If the supplier is unable to meet our requirements (quantities and deadlines), he must give us the opportunity to manufacture the components that cannot be delivered ourselves. If necessary, the supplier shall provide us with the relevant development, production and material documents and, on request, support us in the start-up of production, among other things by making suitable personnel available or by releasing the right of purchase from a sub-supplier.

If necessary, existing industrial property rights shall be made available to us.

7. Invoicing and Payment

Invoices shall be submitted by the supplier in duplicate.

Payment shall be made after complete delivery or performance and after proper invoicing, stating the order number, supplier number, part number, quantity and unit price.

Payment within 14 days of the due date is subject to a 3% discount.

Otherwise, payment shall be made net cash within 30 days of receipt of invoice and complete delivery.

Payments do not mean that we accept the delivery or service as being in accordance with the contract.

8. Warranty, Notice of defects, Duty to inspect and Give notice of defects

The technical specifications as well as the performance data specified by the supplier shall be deemed to be a guarantee of their quality.

In the event of defects in the warranted specifications, operating values, operating points, our specification or the supplier's catalog specifications, we shall have the right to choose between rescission, reduction of the price, new delivery, on-site rectification or damages for non-performance. Other further claims for damages remain unaffected.

If there is a defect, the supplier shall also bear the costs of inspection and determination of the defect, without prejudice to our other and further claims.

We shall be entitled to remedy defects at the supplier's expense, without prior notice to the supplier, if the immediate remedy of the defect is justified by a special interest on our part or if it is to be feared that the remedy of the defect by the supplier would cause higher costs than the remedy of the defect by us or the remedy of the defect by the supplier would cause delays which would make it more difficult for us to fulfill our obligation towards our contractual partner.

We may return goods not delivered in accordance with the contract at the supplier's expense and risk.

The supplier undertakes to take out and maintain appropriate business and product liability insurance and to provide us with a confirmation of insurance.

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The supplier assures a careful outgoing inspection. He therefore waives the fulfillment of the commercial duty of inspection and notification of defects (§ 377 ff. UGB), by Schunk.

The warranty period for the aforementioned claims shall be 2 years, unless longer periods are provided for by law.

9. Liability of the supplier

We are entitled to compensation for all damages caused to us by the supplier in connection with the delivery. This applies in particular to material expended uselessly and wages/salaries expended as a result of hidden defects, as well as increased costs for meeting our own delivery deadlines and other consequential damage caused by defects. This obligation to pay compensation shall not apply if the supplier proves that he is not at fault, unless he is also liable without fault on the basis of statutory provisions.

If, due to a serial defect, the replacement of an entire series of contractual items or of our products into which the contractual items have been installed becomes necessary, for example because a defect analysis is uneconomical, not possible or not reasonable in the individual case, the supplier shall also reimburse the costs with regard to the part of the affected series which technically does not have a defect.

A series defect shall be deemed to exist if a defect due to a comparable cause of defect occurs in 5% or at least 3 of all similar order parts delivered. The serial defect regulation only applies to a total order quantity of at least 3 pieces. Deviating regulations by project contracts are possible.

In its deliveries, the Supplier shall comply with the applicable statutory regulations of the European Union and the Republic of Austria, among other things the REACH Regulation (Regulation EC No. 1907/2006), the Ordinance on Waste Electrical Equipment (EAG-VO) and the amendment to the Ordinance on Waste Electrical Equipment 2012 as the national implementation of Directive 2011/65/EU (RoHS II) and Directive 2002/96/EC (WEEE).

If a defect from the supplier's scope of performance triggers our producer liability, the supplier shall release us from the producer liability. He shall bear all costs arising from the producer liability, including any recall costs.

The supplier shall also be liable for damages resulting from missing or insufficient safety measures.

If the supplier is permitted to use, process or work on equipment or parts of equipment, this shall not affect his liability for damage to equipment and parts of equipment.

The supplier is obligated to deliver the ordered goods free of third party rights and to indemnify Schunk with respect to the goods to be delivered from legal claims of domestic and foreign third parties which may arise from domestic or foreign patents, utility models, copyrights or other rights or, in the event of such a claim by third parties, to compensate Schunk for the resulting damage. This shall also include legal costs, compensation for damages as well as any conversion and reconstruction work incurred.

10. Environment, Safety, Health, Code of Conduct

In its deliveries, the supplier shall comply with the applicable legal regulations of the European Union and the Republic of Austria, among other things the REACH Regulation (Regulation EC No. 1907/2006), the Ordinance on Waste Electrical Equipment (EAG-VO) and the amendment to the Ordinance on Waste Electrical Equipment 2012 as the national implementation of Directive 2011/65/EU (RoHS II) and Directive 2002/96/EC (WEEE).

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The supplier shall inform us without delay of any relevant changes to the goods, their deliverability, usability or quality caused by statutory regulations, in particular by the REACH Regulation, and shall coordinate suitable measures with us in individual cases. The same shall apply as soon as the supplier recognizes that such changes will occur.

The supplier is obligated to use only materials that meet all the requirements of

- of all applicable laws and safety regulations - in particular for hazardous substances, preparations and products and
- all nationally and internationally applicable technical standards (among other things SAE, ASTM, DIN, ISO, MSDS, VDA).

The German automotive manufacturers have summarized prohibited, undesirable and declarable substances in the substance list VDA 232-101. The requirements contained therein must be observed and fulfilled by the supplier on his own responsibility.

Where prescribed, the CE mark must be clearly visible and the operating instructions, the declaration of conformity and the risk assessment must be supplied. In the case of incomplete machines, the technical documentation for incomplete machines with assembly instructions and declaration of incorporation must also be supplied.

For all goods and products delivered to us, an adequate type of packaging with regard to product safety and environmental compatibility must be selected.

Furthermore, the supplier undertakes to independently and optionally extend offers for products relevant to energy consumption by more efficient ("more economical") alternative items, if possible. Energy efficiency shall be included as a criterion in the evaluation of offers by Schunk - the relevant information and data of the alternative items shall be submitted for this purpose.

The supplier agrees to an environmental audit after reasonable advance notice by Schunk or customers of Schunk.

The supplier shall endeavor to install a certified environmental management system that covers all areas of its operations.

The supplier assures the implementation of the Supplier Code of Conduct of the Schunk Group.

11. material provided, means of production, drawings and the like

Material and means of production provided as well as drawings, models, samples, tools, gauges etc. shall remain our property. The supplier shall be liable for the loss, deterioration or damage insofar as he is responsible for this.

Materials, means of production, drawings, models, samples, tools etc. provided may not be passed on to third parties, sold, pledged or used in any other way without our approval. The products manufactured with these materials, means of production, drawings, models, samples or tools may only be delivered to us.

In particular, our materials, means of production, drawings, models, samples, tools, etc. may not be used as a template for production for third parties.

If such a product is requested or ordered by a third party or another company of the Schunk Group, we must be informed immediately.

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The same shall apply to means of production and tools, the production costs of which have been borne by us in whole or in part as agreed.

If the manufacturing costs for production equipment and tools have been assumed by us in full, they shall become our property. As long as the items have not yet been handed over to us, they shall be held in safe custody for us by the supplier with due care.

In the case of pro rata costs paid by us, ownership shall only pass to us on a correspondingly pro rata basis unless we make a payment settlement between the pro rata and full costs.

12. References

References to business relations with us may only be made in the supplier's advertising if we have given our express consent.

13. Partial invalidity clause

Should any provision of these Terms and Conditions of Purchase or in the context of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

14. Applicable law, Place of performance and jurisdiction

The law of the Republic of Austria shall apply with the exception of all international contracts for the purchase of goods.

The place of performance for all deliveries and services is the shipping address specified by us. In the absence of such an address and if it is also not apparent from the circumstances, the place of performance shall be our receipt of goods.

Place of performance for all payments is our registered office and any place where we maintain an account with a financial institution.

The place of jurisdiction is the city of Salzburg. We are, however, entitled to take legal action at the supplier's place of business.

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