

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**from Kässbohrer Transport Technik GmbH (KTT)**

Version 06\_2018\_EN

**I. Applicable conditions**

The following terms and conditions of purchase apply to all orders placed by Kässbohrer Transport Technik GmbH (called *KTT* hereinafter), unless they are based on special, written agreements signed by both parties in a legally binding manner. Changes and additions must be made in writing. Other general terms and conditions shall not apply, even if they have not been expressly contradicted in individual cases.

**II. Purchase order**

1. Only written orders (by email or fax) are binding for *KTT*. Verbal or telephone orders may only be accepted if the *KTT* order number is given at the same time and shall only be deemed to be a preview of the order; they shall only become legally binding upon written confirmation.
2. The supplier undertakes to send a corresponding order confirmation to the e-mail address given in the order form or to explicitly reject the order as soon as possible, but at the latest within 10 working days.
3. Until the order confirmation has been transmitted, *KTT* is entitled to revoke the order without stating a reason, without the supplier being able to derive any claims whatsoever from this.
4. If no order confirmation or rejection is issued or not within due time, the order, including these general terms and conditions of purchase, shall be deemed to have been accepted by mutual agreement after expiry of 10 days after dispatch of the order. Notwithstanding this, *KTT* is also entitled to revoke the order without stating a reason until the order confirmation is subsequently submitted or the order is rejected.
5. *KTT* is entitled to demand changes in design and construction of the delivery item within the scope of reasonableness for the supplier.

**III. Prices, invoicing and payment**

1. The prices stated in the order are fixed flat rates and include delivery to the stated delivery address (Delivered Duty Paid according to INCOTERMS 2010), as well as the customary, appropriate and faultless packaging. *KTT* shall only bear the costs of transport insurance if this has been expressly agreed.
2. The invoice must comply with the provisions of the applicable Austrian VAT Act and must include the *KTT* order and article numbers, the name of the ordering *KTT* employee, the supplier's company and the corresponding delivery note numbers. The invoice is to be sent in PDF file format exclusively by e-mail to this address: [invoice@kaessbohrer.at](mailto:invoice@kaessbohrer.at).
3. Payment shall be made within 30 days after proper fulfilment and invoicing with 3% discount, unless otherwise agreed in writing. If premature delivery is accepted, the due date shall be based on the agreed delivery date.
4. Payment is made by bank transfer or by cheque. Cash on delivery is excluded. The customer is entitled to pay by customer bills of exchange (free of charges and discounts) or by promissory notes.
5. Unless otherwise provided for in the order, payment shall generally be made in Euros. Expenses for exchanges in foreign currencies and exchange rate differences shall be borne by the supplier.
6. In the event of faulty delivery, *KTT* is entitled to withhold payment in full until proper fulfilment.

**IV. Reservation of proprietary rights**

*KTT* only accepts the simple retention of title of the supplier. The cession / assignment of claims against *KTT* requires the prior consent of *KTT*.

**V. Notice of defects**

*KTT* is not obliged to give immediate notice of defects within the definition of § 377 UGB (Austrian Commercial Code). The supplier waives the objection of late notification of defects.

## **VI. Confidentiality**

1. The supplier undertakes to treat as a trade secret all commercial and technical details which are not obvious and which become known to him through the business relationship, in particular drawings, models, templates, samples and similar objects. Subcontractors shall be obligated accordingly.
2. The contracting parties may only publish their business relationship for advertising after prior written consent.

## **VII. Delivery dates and deadlines**

The receipt of the goods at the agreed delivery address shall be decisive for evaluating compliance with the delivery date or delivery period. If the supplier is not responsible for dispatch, he must make the goods available in good time, taking into account the usual time for loading and dispatch. *KTT* is entitled to refuse acceptance in whole or in part on the basis of the results of its own random sample inspection.

## **VIII. Force Majeure**

Force majeure, industrial disputes, unrest, governmental measures and other unforeseeable, unavoidable and serious events release *KTT* from its fulfilment obligations for the duration of the disturbance and to the extent of its effect.

## **IX. Quality and documentation**

3. The supplier must comply with the recognised rules of technology, the safety regulations and the agreed technical data for his deliveries. Changes to the delivery item require the prior written consent of *KTT*.
4. The supplier is obliged, upon *KTT*'s request, to grant *KTT* or third parties access to the test documents and to the production processes and also to oblige the supplier's subcontractors accordingly.

## **X. Guarantee / Warranty**

1. The supplier must provide *KTT* with a warranty in accordance with the statutory provisions and in addition to these in accordance with the relevant Austrian Standards as amended from time to time.
2. The supplier also provides *KTT* with a guarantee. Unless otherwise agreed between the parties, *KTT*'s guarantee and warranty claims against the supplier shall expire at the earliest after 24 months since first vehicle registration, spare parts installation or first use, or 30 months after acceptance of the goods by *KTT*, whichever occurs later.
3. Guarantee / warranty measures trigger a new guarantee / warranty period like the preceding period.
4. Guarantee / warranty work shall, at *KTT*'s choice, be carried out either at *KTT*'s headquarters or at the location of *KTT*'s customer, at the supplier's expense.
5. In principle, *KTT* has the right to choose between improvement of the object or reduction of payment.
6. Shipping and disposal costs of any kind whatsoever in connection with guarantee / warranty claims shall be borne by the supplier.

## **XI. Liability**

The supplier is obliged to compensate *KTT* for any damage incurred directly or indirectly to the purchaser as a result of a faulty or delayed delivery, due to violation of official safety regulations or for any other reasons attributable to the supplier.

## **XII. Industrial property rights**

1. The supplier shall be liable for claims arising from the infringement of industrial property rights and applications for industrial property rights when the delivery items are used in accordance with the contract.
2. The contracting parties undertake to inform each other without delay of any risks of infringement becoming known and alleged cases of infringement and will give each other the opportunity to counteract such claims by mutual agreement.

### **XIII. General terms**

Should any provision of these conditions, or any further agreements made, be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to the economic success of the invalid provision.

### **XIV. Further provisions**

#### **1. Providing materials:**

If *KTT* provides material, the supplier must report any errors immediately. The supplier may only process defective material according to *KTT*'s instructions. The supplier is liable for the appropriate handling of the materials handed over to him for processing or finishing. If material supplied by *KTT* becomes unusable through the fault or negligence of the supplier, *KTT* shall replace this scrap at the expense of the supplier.

#### **2. Delivery and packaging:**

Unless otherwise agreed, delivery shall be free of freight and packaging costs to the place designated by *KTT* (Delivered Duty Paid according to INCOTERMS 2010). The return of the packaging is at the discretion of *KTT* and is invariably at the expense and risk of the supplier. If other delivery conditions are expressly agreed, the INCOTERMS 2010 shall apply in any case. Delivery notes or shipping notes with order and material numbers of the customer must be sent with each consignment of goods.

#### **3. Property of *KTT*:**

All drawings, documents, models, devices, special tools, equipment and materials provided for the execution of orders remain the unrestricted property of *KTT*. Damage to this property must be repaired by the supplier at his own expense. At *KTT*'s request, the supplier shall surrender *KTT*'s property and return it to *KTT*'s location free of charge.

Material waste becomes the property of the supplier, unless otherwise specified by *KTT*.

#### **4. Conditions for inquiries:**

The above conditions also apply to inquiries from *KTT* in the sense of an invitation to the manufacturer to submit an offer. No remuneration is granted for the preparation of plans, offers, etc.

#### **5. Data processing**

The supplier gives his consent for *KTT* to collect, process and transmit the data arising in the course of the business relationship with the aid of automation.

### **XV. Place of fulfilment, place of jurisdiction, applicable law**

The place of fulfilment is expressly agreed as the place of acceptance of the delivery. The exclusive place of jurisdiction for any disputes between the parties to the contract shall be the competent court in 5020 Salzburg City; Austrian law shall apply exclusively to the contractual relationship between the parties to the contract, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.