

Holz Wastl general conditions of purchase

June 2022

1. Scope of application:

The following formulations shall apply exclusively to Holz Wastl orders. Any terms and conditions of the supplier to the contrary shall not obligate us to accept or pay for the performance even if we do not expressly object thereto.

2. Orders and order change:

Orders are only valid if they are placed or confirmed in writing by Holz Wastl. Holz Wastl shall be entitled to make changes to orders that have not been fulfilled or not yet fully fulfilled, which have been communicated to the Supplier and are reasonable.

If the supplier's offer or order confirmation deviates from Holz Wastl's inquiry or order, the supplier shall expressly notify Holz Wastl thereof in writing. Failure to do so, however, shall entitle Holz Wastl to withdraw from the contract. If the order is placed by framework agreement with individual delivery requests, delivery requests may also be transmitted by fax or electronically. In this case, the requests do not require a signature or digital signature. The supplier is obligated to object immediately if he cannot fulfill the delivery request or can only fulfill it in part.

3. retention of title of the supplier

Holz Wastl acknowledges a simple, extended and prolonged reservation of title customary in the industry contained in the General Terms and Conditions of Sale of the suppliers for such deliveries which are covered by trade credit insurance for the respective supplier.

4. Price and payment:

The agreed prices are fixed prices. The prices shall be invoiced plus value added tax at the rate set by law. However, should the supplier generally reduce his prices, the agreed prices shall be reduced accordingly. Unless otherwise agreed, the shipping and packaging costs are included in the price. Payment shall be made subject to invoice verification, unless otherwise agreed, within the 25th day of the month following delivery. The period begins when Holz Wastl has received the service and the invoice.

5. Delivery

Agreed delivery dates are binding. If the agreed delivery dates are exceeded, the supplier shall be in default even without a reminder by Holz Wastl, unless the delivery is not made due to a circumstance for which the supplier is not responsible. If the agreed delivery date is exceeded, Holz Wastl shall be entitled to withdraw from the contract after setting a reasonable grace period even if the delay is due to reasons for which the supplier is not responsible. The right to assert further claims in accordance with the statutory provisions remains unaffected.

Unforeseeable events such as force majeure or other disruptions in Holz Wastl's own operations or in the operations of Holz Wastl's suppliers shall release Holz Wastl from its acceptance and payment obligations for the duration of the impediment.

Holz Wastl and the recipient designated by Holz Wastl must be notified of each shipment no later than on the day of shipment. Each delivery must be accompanied by a delivery bill in at least two copies. The delivery bill and the invoice shall state the Holz Wastl supplier number, Holz Wastl order number, Holz Wastl part number and the Holz Wastl unloading point. Invoices shall be issued in duplicate to Holz Wastl or to the recipient designated by Holz Wastl. If the invoice is issued to the recipient designated by Holz Wastl, then a copy of the invoice shall be sent to Holz Wastl.

6. guarantee

The supplier guarantees that its delivery and/or service has the agreed quality, complies with the latest recognized rules of technology and the applicable specifications and standards. The supplier is obliged to execute the order in such a way that the law on technical work equipment, the relevant accident prevention regulations, other occupational health and safety regulations as well as the generally recognized safety and occupational health rules that apply are observed. The general statutory provisions in the country of manufacture and in the country of delivery shall be complied with by the supplier. If this regulation is not observed, the delivery or service shall be deemed not to have been properly provided.

The supplier shall provide a warranty in accordance with the statutory provisions to which we are entitled without restriction. The warranty period shall be two years after receipt of the goods by us or the destination specified by us. We will inspect incoming deliveries only according to identification material number, quantity, recognizable transport damages as well as obvious defects which can be detected by usual attention. After becoming aware of a/the defect, we will immediately notify the supplier of the defect within 14 days at the latest.

The approval of drawings and calculations by the supplier shall not affect its warranty obligations.

If a claim is made against Holz Wastl under domestic or foreign law based on product liability and if the claim is causally related to a defective delivery by the supplier, the supplier shall compensate Holz Wastl for the damage incurred.

7. Industrial property rights

The supplier shall be liable for ensuring that the goods delivered by him do not infringe any domestic or foreign industrial property rights of third parties. He shall be liable for all damages incurred by Holz Wastl or Holz Wastl's customers due to the infringement of such rights.

8. Secrecy

The supplier is obligated to treat Holz Wastl orders and all related information and transmitted documents as strictly confidential and to obligate its suppliers accordingly to the same extent.

9. compliance with laws, safety, environmental protection and its implementation, environmentally hazardous substances.

The supplier shall comply with all relevant local and national laws, regulations as well as orders and industry standards in the performance and implementation of the supply contract. In particular, the goods must comply with the relevant product safety, labor and environmental regulations. Upon request, the supplier shall immediately provide Holz Wastl with all information about the goods that Holz Wastl requires to comply with legal regulations (e.g.: Conflict Minerals, Consumer Protection...).

The respective (sub)suppliers shall also be obligated to comply with the aforementioned points.

10. Place of performance and jurisdiction

The place of performance for the delivery obligation is the destination specified by Holz Wastl, for all other obligations (including payment obligation) of both parties is Eisenstadt, Austria.

The place of jurisdiction is Eisenstadt. However, Holz Wastl may also bring an action at the supplier's place of business.

11. supplier's declaration according to EC regulation 3351/83, certificate of origin

The supplier declares that the goods delivered by him have been manufactured in the EC and comply with the rules on the provisions of the term "certificate of origin" applicable to the trade in goods on preferential terms. The supplier is obliged to enclose formally valid supplier's declarations according to EC Regulation No. 3351/83 to each delivery, if required also a certificate of origin.

The supplier is obliged to mark goods which are not "originating products" in the delivery bills by the clear bill "no certificate of origin".

12. Data protection notice

Data of Holz Wastl suppliers will be stored and processed by Holz Wastl by computer, as far as this is necessary for the proper handling of the contractual relationship.

13. Reach

Holz Wastl downstream user of chemicals according to the EU guidelines 1907/2006 (REACH). If and to the extent that the supplier delivers substances to Holz Wastl that fall within the scope of REACH, the supplier is obligated to register the substances delivered to Holz Wastl in accordance with the provisions of REACH; Holz Wastl is obligated in return to provide the necessary information. The sustainability report is available on the homepage of Holz Wastl.

14. Conflict minerals

We hereby provide information regarding the Conflict Minerals Rule under the U.S. Securities & Exchange Commission ("SEC"). Manufacturing companies (suppliers) are required to disclose whether "Conflict Minerals" are used in the production or function of the products manufactured and supplied and could be used to directly or indirectly finance and support armed groups in the Democratic Republic of Congo or defined adjoining countries. The conflict minerals (also known as "3TG") affected by the rule are: Columbite-tantalite (coltan) and its derivative tantalum, cassiterite and its derivative tin; wolframite with its derivative tungsten; and gold. Additional information on conflict materials and the regulation thereon can be found at: <http://conflictminerals.aiag.org/>.

To meet these requirements, both HW and all upstream suppliers must provide information on the use of conflict minerals throughout the supply chain.

Report Generation:

- The only options we accept for completing the Conflict Minerals Report are:
 - Completing and providing the data through the web-based iPoint Conflict Minerals Platform (iPCMP).
- iPCMP has been widely adopted by the auto industry and is also the preferred reporting method. The iPCMP basic license, which is tailored to the reporting functionalities of suppliers, is free of charge. We therefore strongly recommend that you use this method and also encourage your subcontractors to do likewise.

- All reports submitted in any form other than iPCMP or CMRT must be rejected.
- If you have these "Conflict Minerals" in use in your products, please also report this at office@holz-wastl.at.

15. quality and environmental management system

With the introduction and maintenance of the quality management, environmental management and health and safety management system according to IATF 16949 or ISO 14001 and ISO 45001 at Holz Wastl, we expect our suppliers to install these systems as well and to be informed independently and regularly.

16. Social responsibility

For Holz Wastl, it is a prerequisite that the supplier takes social responsibility into account in its business activities, both towards its own employees and towards society. With special attention to the following points:

- Constructive and sensible development of safe, state-of-the-art products that can be manufactured in an environmentally friendly manner
- - Resource-conserving and environmentally friendly use of the necessary raw materials, auxiliary materials and energy sources
- - Compliance with moral values
- - Compliance with ethical values and the principle of equal treatment
- - Rejection of child labor and forced labor
- - Clean and safe workplaces and working conditions
- - Ensuring the safety of the workplace and of the entrusted and created data
- - Compliance with conflict minerals reporting requirements
- - Positive cooperation with public bodies, facilities and institutions
- - Social competence and responsibility in dealing with employees, customers, suppliers, authorities, city, country and family
- - Prohibition of corruption, bribery and extortion
- - Compliance with applicable laws and regulations
- - Compliance with occupational health and safety requirements

It must be the supplier's goal that its subcontractors also commit to compliance with these points and regulations.

17. Written form

All amendments, supplements to these general terms and conditions and other agreements between the client and the language service provider must be made in writing.

18. Severability clause

The invalidity of individual provisions or of these terms and conditions of purchase shall not affect the validity of the remainder of the contract. Should a clause be or become invalid or unenforceable, both parties undertake to replace it with a legally permissible, valid and enforceable clause that comes as close as possible to the economic intention of the provisions to be replaced.