

General Terms and Conditions of Purchase (AEB) of ESSECCA GmbH

I. Scope

The following conditions are binding for our orders; this also applies if differing conditions of the supplier remain unchallenged. Deviating conditions of the supplier or other modifications become part of the contract only if they are expressly and in writing accepted by us. If our order specifies deviations from these AEB, such deviations shall take precedence over these General Terms and Conditions of Purchase. These AEB apply correspondingly to the provision of services, even if only goods are expressly mentioned herein.

II. Orders

Orders are only binding if issued or confirmed by us in written form or via EDI interface. The same applies to approvals of order modifications.

The supplier is obligated to confirm acceptance of our order, including the delivery date, in written form within five working days, referring to our order number. If the supplier does not wish to accept the order, this must also be communicated within the same timeframe. The same applies to subsequent orders within an order.

Force majeure, unavoidable operational disruptions, civil unrest, government actions, and other unavoidable events entitle us—without prejudice to other rights—to withdraw from the contract in whole or in part if they are of significant duration and lead to a substantial reduction in our demand.

III. Order Modifications

Deviations from our orders by the supplier are only permissible with our prior approval.

As long as the ordered goods have not yet been manufactured, we may demand changes in design and execution, provided there are plausible reasons and it is reasonable for the supplier. Any additional costs incurred will be borne by ESSECCA after prior consultation. The supplier must notify ESSECCA of any foreseeable cost increases immediately so ESSECCA can decide whether to proceed with the order despite the added costs.

If changes to our order result in cost savings for the supplier, at minimum, the actual saved costs must be credited to us. Contribution margins remain with the supplier, but the supplier must account for any additional contribution margins earned elsewhere due to changes in our order.

IV. Prices

Prices quoted by the supplier are exclusive of VAT and include delivery free to destination, including all ancillary costs and packaging.

After any agreed price-fixing period expires, prices do not automatically increase. Price increases must be approved by us in writing. If market conditions allow a price reduction, the agreed price shall be lowered accordingly. This also applies to annual orders. If no agreement is reached on the new price, ESSECCA reserves the right to withdraw from the contract.

V. Delivery

Delivery shall be made according to DDP Incoterms 2020. If unloading by the supplier is agreed, the supplier bears the risk and cost of unloading.

Agreed delivery dates are binding. Compliance is determined by the arrival of goods at the delivery address specified by us.

If the supplier is delayed in delivery or if circumstances indicate that the agreed delivery date cannot be met, we must be informed immediately in writing along with a new estimated delivery date.

The supplier can only claim missing information or documents from us if he has requested them in writing and not received them within a reasonable period.

Early deliveries require our approval. If goods are delivered early without approval, we may either store them at the supplier's risk and cost or return them at the supplier's expense. Partial deliveries are only allowed after our consultation and approval. However, we are entitled to request partial deliveries if this is reasonable for the supplier.

We only accept the quantities or units ordered. Over- or under-deliveries are only permitted with prior agreement.

Ownership transfers to us upon receipt of the goods.

VI. Contractual Penalties

If the supplier culpably misses the agreed delivery date(s), a contractual penalty of 1% of the net order value of the individual delayed delivery per working day is due, up to a maximum of 15% of the net order value of the respective delivery.

Any claims for damages by ESSECCA in addition to the contractual penalty remain unaffected.

VII. Transfer of Risk

Shipping is at the supplier's risk. The risk of deterioration, including accidental loss, remains with the supplier until delivery to the specified shipping address or place of use.

VIII. Invoices – Payments

Invoices must be sent digitally as a PDF via email to rechnung@essecceca.at. A separate invoice must be issued for each delivery.

We can only process invoices that include the required information stated in our order (order number, project number, customs tariff number, country of origin, net weight). The supplier is liable for any consequences arising from non-compliance, unless they prove they are not responsible.

Unless otherwise agreed in writing, we pay within 30 days after receipt of invoice minus a 3% discount or 45 days net. The payment term begins when the invoiced service is provided and a proper invoice is submitted. Payment does not constitute recognition of the delivery's conformity or invoice accuracy.

The date of receipt of the invoice determines the payment and discount period, but these periods do not begin before delivery unless otherwise agreed (e.g., prepayment).

We are entitled to statutory rights of set-off and retention.

IX. Right of Return

Unneeded goods must be taken back by the supplier and credited to us.

X. Warranty – Obligation to Notify Defects

Deliveries and services must comply fully with our order and the latest state of the art. They must be suitable for the intended purpose and have all necessary approvals and test certificates.

The supplier guarantees that all deliveries meet relevant legal regulations and standards (including EU regulations) and the accident prevention regulations of the professional associations.

If the supplier has concerns about the requested configuration of configurable products, they must notify us in writing immediately.

If material test certificates are agreed upon, they are a key part of the delivery and must be sent with the delivery.

ESSECCA is obligated to check delivered goods within 5 working days for obvious quantity or quality deviations without in-depth inspection. The supplier's liability for fraudulently concealed defects remains unaffected.

We may choose whether the supplier remedies the defect or delivers a replacement. If we choose defect correction, it must be carried out at the agreed delivery location unless this is unreasonable for the supplier.

If the supplier fails to remedy the defect within a reasonable period set by us, we are entitled to remedy the defect ourselves and claim reimbursement of associated costs. If the goods are intended for immediate installation, and defects are discovered and reported, the supplier must send a replacement within 3 working days. If not, we may procure substitutes and reject later replacement deliveries.

A warranty period of 36 months from delivery is agreed.

With written notification of a defect, the limitation period for warranty claims is suspended for 6 months. Other statutory suspension rules remain unaffected. For replacement deliveries, the limitation period starts anew, unless the supplier acted out of goodwill only.

The supplier's legal liability for removing defective products and installing repaired or replaced fault-free ones is not limited, nor is liability for consequential damages resulting from the installation of defective products.

XI. Confidentiality

The supplier must comply with legal data protection provisions when handling all information provided (documents, drawings, samples, tools, models, data carriers) and protect it appropriately, especially confidential information, against unauthorized access by third parties.

Information is not considered confidential if it is public or becomes public without breaching confidentiality.

The supplier is especially not permitted to negotiate directly with our client or its representatives without prior written consent.

XII. Final Provisions

The place of jurisdiction for ESSECCA is the competent court in Wiener Neustadt, Austria. Unless explicitly agreed otherwise, Austrian substantive law applies to all deliveries and services.