



Valid as of 01.05.2025

## General Purchasing Terms and Conditions POLOPLAST GmbH & Co KG . Leonding . Austria

### § 1 General Provisions and Scope of Application

- 1) All present and future legal relationships between POLOPLAST GmbH & Co KG (hereinafter referred to as "POLOPLAST") and a supplier or contractor (hereinafter referred to as "Supplier") shall be governed exclusively by these General Purchasing Terms and Conditions (hereinafter referred to as "GTCP"), in particular for the delivery of goods and products of any kind as well as work and services. The GPC shall also become part of the contract if the Supplier does not expressly refer to POLOPLAST's GTCP in an offer.
- 2) The Supplier's General Terms and Conditions (hereinafter referred to as "GTC") shall not become part of the contract - not even in part - even if POLOPLAST does not expressly object to them. An implied acceptance of such GTC shall be excluded. If the Supplier wishes to enter into a contract on its own terms and conditions, it must declare this expressly and in writing before accepting the order, including its terms and conditions in full, otherwise it cannot invoke the validity of its GTC. By accepting an order from POLOPLAST, by submitting an offer from the Supplier or by concluding a contract with POLOPLAST, the Supplier waives the application of its GTC, including a defense clause, and accepts the validity of these GTCP.
- 3) Amendments or supplements to these GTCP or individual contractual provisions require a written agreement to be effective, which must be confirmed by all contracting parties. The same shall apply to any waiver of this written form requirement.
- 4) Should any provision of the contract or the GTCP be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that comes as close as possible to the economic content of the invalid or unenforceable provision; the same shall apply accordingly to any loopholes in the contract.
- 5) Publications for advertising purposes in which POLOPLAST is mentioned may only be made with the prior written consent of POLOPLAST.

### § 2 Orders, Order Documents and Conclusion of Contract

- 1) All offers and cost estimates of the Supplier shall be binding and in any case free of charge for POLOPLAST, even if they were submitted at POLOPLAST's request. The Supplier guarantees their correctness and completeness.
- 2) The Supplier shall be responsible for ensuring that it has familiarized itself with all data, plans, drawings, circumstances and other documents essential for the fulfilment of the order as well as with regard to the intended use. The Supplier shall have a duty of inquiry and notification vis-à-vis POLOPLAST if it recognizes that there are errors or ambiguities in the essential components of the contract, in particular with regard to the object of performance, quantity, price or deadline. Any additional statutory information, warning and clarification obligations of the Supplier shall remain unrestricted.
- 3) The contract shall be concluded if the Supplier confirms the order in writing within one week of its receipt or accepts the order within one week without written objection or begins its execution.

- 4) In the event of changes to the order by the Supplier, the contract shall only be concluded if POLOPLAST expressly confirms these changes in writing. The Supplier shall bear the sole risk for measures or dispositions that it undertakes without the required written consent of POLOPLAST. POLOPLAST shall not be liable for expenses or disadvantages incurred by the Supplier as a result of relying on the conclusion of an effective contract without prior written confirmation by POLOPLAST.

### § 3 Prices, Terms of Payment and Delivery

- 1) Unless otherwise expressly agreed in writing, all POLOPLAST prices and charges quoted are exclusive of VAT. The prices are fixed prices. Price increases by the Supplier after conclusion of the contract and index adjustments are excluded - even in the case of continuing obligations.
- 2) Taxes, customs duties, legal fees, transport and packaging costs, insurance or other ancillary costs not included in the offer and order shall be borne by the Supplier. The prices apply free place of installation or use or place of delivery unloaded according to DDP, INCOTERMS 2020.
- 3) The risk shall not pass to POLOPLAST until POLOPLAST has duly received and accepted the agreed deliveries or services.
- 4) Unless otherwise agreed in writing, POLOPLAST shall pay the purchase price or the remuneration within 30 days with a 3% discount or within 90 days net, calculated from the transfer of risk or receipt of a proper invoice within the meaning of these GTCP and handover of all delivery documents. The later of the aforementioned events shall always be decisive for the start of the payment period.
- 5) The Supplier's invoice must contain POLOPLAST's order number and/or article number, the delivery note number with date or the accepted work or service report, prices and discounts and all mandatory information in accordance with § 11 UStG (value added tax law).
- 6) POLOPLAST shall be entitled to set-off and retention rights to the extent permitted by law. Offsetting by the Supplier against claims and receivables of POLOPLAST is not permitted. Claims from invoices of the Supplier may only be assigned with the prior written consent of POLOPLAST.
- 7) Return shipments of goods, including packaging if applicable, shall be at the risk and expense of the Supplier.

### § 4 Delivery Time, Packaging and Penalties

- 1) The delivery time specified in the order or the time of performance shall be binding. The dates stated are the dates of receipt at the agreed destination. Partial deliveries and advance deliveries may not be made without the express written consent of POLOPLAST.
- 2) The Supplier shall be obliged to inform POLOPLAST immediately in writing if circumstances occur or become recognisable to it which indicate that the agreed delivery time or the time of performance cannot be met.
- 3) In the event of a delay in delivery and performance, POLOPLAST shall be entitled to the statutory claims. In particular, POLOPLAST shall be entitled to claim damages for non-performance after the fruitless expiry of a reasonable grace period, irrespective of any fault on the part of the Supplier.
- 4) The packaging, if required, must be designed in such a way that the goods are effectively protected against damage and corrosion during transportation and any subsequent short-



term storage (up to a maximum of 60 days). The supplier shall be liable for damage resulting from improper packaging, non-compliance with instructions for transportation, customs clearance, etc.

- 5) If special care is to be taken when unpacking, the Supplier shall draw POLOPLAST's attention to this in good time and in particular affix a suitable, clearly visible warning to the packaging.
- 6) If the delivery is made after an agreed date, the Supplier shall in any case, regardless of whether POLOPLAST declares its withdrawal from the contract or insists on fulfillment, pay a penalty for delay irrespective of damage and fault. This shall amount to 0.5% of the agreed order amount per week, up to a maximum of 15% of the total order amount. POLOPLAST shall be entitled to assert any further claims for damages.
- 7) For the purposes of these GTCP, the order amount in the case of one-off performance (target obligation) shall be the respective net order value. In the case of recurring services (continuing obligations such as rent, maintenance, cleaning, servicing, etc.), the net amount to be paid in total for the continuous provision of services over the term of the contract. If recurring services are agreed for an indefinite period, the order amount corresponds to the net amount that would have to be paid in total for the continuous provision of services over a period of 36 months.

## § 5 Service Provision

- 1) The Supplier is generally obliged to provide all services ordered by POLOPLAST itself. Should this - for whatever reason - not be possible, the Supplier shall be entitled to have the service performed by suitable third parties at its own expense. However, the Supplier is obliged to inform POLOPLAST of this in advance and to obtain POLOPLAST's verifiable consent.
- 2) The Supplier shall not be subject to any instructions from POLOPLAST with regard to working hours, place of work and specific performance of the activity. However, the Supplier must comply with the specified deadlines and shall be liable for punctual and proper performance.
- 3) The Supplier shall provide deliveries and services using its own operating resources.
- 4) The Supplier warrants that it will only deploy reliable, sufficiently qualified and personally suitable persons for the provision of deliveries and services to POLOPLAST, whose employment relationship complies with the applicable Austrian labor and social law regulations. The Supplier shall be solely responsible for compliance with the applicable occupational health and safety regulations, the provision of suitable protective equipment and instruction in the necessary protective measures.
- 5) The Supplier warrants that it holds all business licenses required for the deliveries and services offered or performed by it and (if the Supplier is a natural person) that it is registered for compulsory insurance.
- 6) The Supplier shall be liable for any fault of its employees, subcontractors and suppliers (and their upstream suppliers in the entire contractual chain) as for its own fault.

## § 6 Acceptance

- 1) Unless otherwise agreed in individual contracts, the following acceptance regulations shall apply:
  - a) Upon completion of the deliveries and services to be provided by the Supplier, the Supplier shall offer POLOPLAST the deliveries and services provided by it for final acceptance. If not merely insignificant defects are identified or if the Supplier has not provided its deliveries and services in full, POLOPLAST shall not accept them.

b) A record of the acceptance shall be drawn up in which the defects and the deadlines/deadlines for their rectification shall be stated. The record shall be signed by both contracting parties.

- 2) However, after consideration by POLOPLAST, this formal acceptance process shall not apply in the case of deliveries and services of standard products and goods or if such a process is not possible or necessary due to the nature of the delivery and service.

## § 7 Documents, Proof of Origin, Export Restrictions

- 1) The Supplier shall be obliged to state POLOPLAST's order number and/or article number on all shipping documents, delivery bills and invoices. If it fails to do so, POLOPLAST shall not be responsible for delays in processing and payment.
- 2) In the case of cross-border shipments, the supplier must enclose the necessary customs papers, documents, etc. with the delivery. The purchase price/remuneration shall not become due until the missing documents have been submitted.
- 3) The Supplier shall be obliged to provide POLOPLAST with any proof of origin requested by POLOPLAST (e.g. certificates of origin, declarations of origin, CE markings, supplier declarations, movement certificates within the meaning of the EEC-EFTA rules of origin) with all necessary information and to make them available duly signed without delay at its own expense. The same applies to VAT-related evidence for foreign and intra-Community deliveries.
- 4) The Supplier shall inform POLOPLAST in detail and in writing if there are (re-)export restrictions (under Austrian or other law) or other restrictions on the marketability of the ordered product or the ordered service.

## § 8 Warranty and Damages

- 1) POLOPLAST's obligation to give notice of defects pursuant to §§ 377, 378 UGB (corporate code) is excluded. No waiver of any claims, such as compensation or warranty, can be derived from the failure to inspect or report a defect.
- 2) POLOPLAST shall be entitled to the statutory warranty claims in full. Irrespective of this, POLOPLAST shall be entitled, at its discretion, to demand that the Supplier rectify the defect or provide a replacement delivery or service. In this case, the Supplier shall be obliged to bear all expenses necessary for the purpose of remedying the defect or providing a replacement delivery or service. The right to claim damages, in particular damages for non-performance, is expressly reserved.
- 3) Unless otherwise agreed, the warranty period shall be 24 months, calculated from the transfer of risk.
- 4) If the Supplier is in default in remedying defects, POLOPLAST shall be entitled to remedy the defects itself or have them remedied at the expense and risk of the Supplier.
- 5) In the event of a replacement delivery, POLOPLAST shall be provided with the delivery item free of charge for use until a faultless replacement is available ready for operation. This shall also apply in the event of a complete or partial withdrawal from the contract by POLOPLAST.
- 6) Warranty for replacement deliveries and repairs shall be provided to the same extent as for the delivery item itself, whereby the warranty period for repaired or replaced parts shall commence anew from handover.
- 7) The Supplier warrants that the object of performance corresponds to the properties specified in the product descriptions, advertising materials, technical descriptions and documents within the meaning of § 11 (3) of these GTCP as well as the latest state of the art and is of perfect quality. Payment by POLOPLAST, be it partial or final



payment, shall in no way affect the warranty or guarantee claims; in particular, a payment already made shall not be deemed confirmation of final acceptance or acknowledgement that the delivery or service is free of defects. This provision shall apply accordingly in the event of offsetting.

### § 9 Product Liability and Liability Insurance Cover

- 1) The provisions of the Austrian Product Liability Law in the version applicable at the time of conclusion of the contract shall apply. The Supplier shall indemnify and hold POLOPLAST harmless against any recourse claims that third parties may assert against POLOPLAST on the basis of domestic or foreign "product liability" within the meaning of this law.
- 2) Insofar as a warning, replacement or recall action has been caused by the defectiveness of the products delivered by the Supplier, the Supplier shall reimburse all costs incurred by POLOPLAST in this connection.
- 3) The Supplier undertakes to maintain product liability insurance with sufficient cover per personal injury or property damage corresponding to the scope of business and to prove this to POLOPLAST on request. If POLOPLAST is entitled to further claims for damages, these shall remain unaffected.
- 4) The Supplier shall ensure that its insurer recognizes the amendment of the statutory provisions by these GTCP, in particular the amendment of the statutory obligation to inspect and give notice of defects, without this affecting the existing coverage of its liability insurance.

### § 10 Industrial Property Rights and Confidentiality

- 1) The Supplier shall be responsible for ensuring that no third-party rights are infringed in connection with its delivery or service.
- 2) If POLOPLAST is held liable by third parties for infringement of their rights, the Supplier shall be obliged to indemnify and hold POLOPLAST harmless for all expenses.
- 3) The Supplier shall in any case be obliged to enable POLOPLAST to use the delivery/service. Thus, the Supplier shall grant POLOPLAST the spatially and temporally unlimited, exclusive (thus also excluding the Supplier itself) and transferable right to use and exploit these work results in all types of use known now and in the future with regard to all work results created within the scope of its activities for or on behalf of POLOPLAST (this shall apply, for example, to software programs, documentation, methods, concepts and other documents etc. created). In particular, POLOPLAST shall have the right to modify, edit, reproduce, publish and distribute the work results.
- 4) The Supplier is obliged to keep all plans, sketches, drawings, calculations and other documents and information received strictly confidential and not to make them accessible to third parties. They may only be disclosed to third parties with the express consent of POLOPLAST, unless the Supplier is subject to a statutory or administrative disclosure obligation. This confidentiality obligation shall also apply after termination of this contractual relationship.

### § 11 Product Safety and Environmental Protection

- 1) The Supplier undertakes to deliver only goods, products and services that comply with the environmental protection and safety regulations and other generally recognized standards and limit values applicable in Austria. The Supplier shall notify POLOPLAST in writing of any obligation to release POLOPLAST from such obligation. The Supplier shall reimburse POLOPLAST for all expenses and costs associated with a release from the obligation.

- 2) The Supplier undertakes to comply with all applicable safety regulations and other relevant European and national legal provisions, norms and industry standards, taking into account the state of the art. Hazardous products or substances must be labeled in accordance with regulations.
- 3) Technical data sheets, descriptions, proof of quality, documentation, hazard warnings, safety sheets, legally required certificates, proof of the obtaining or awarding of test or standard marks must be handed over to POLOPLAST at the latest at the same time as the delivery of the corresponding goods and products. At POLOPLAST's request, the Supplier shall provide a German translation of these documents free of charge.
- 4) The Supplier shall dispose of any waste resulting from the delivery or provision of services at its own expense and risk.

### § 12 Place of Jurisdiction, Applicable Law and Place of Performance

- 1) For all disputes arising from or in connection with the contract, including disputes regarding its conclusion, legal validity, amendment and termination, the competent court in Linz shall have jurisdiction. POLOPLAST shall also be entitled to take legal action at the general place of jurisdiction of the Supplier.
- 2) Austrian law shall apply exclusively, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.
- 3) The place of performance shall be the registered office of POLOPLAST.

### § 13 Data Protection

- 1) With regard to the processing of personal data of the Supplier and/or its employees by POLOPLAST, reference is made to the "General Data Protection Declaration for Business Partners" (available at <https://www.poloplast.com/en-at/privacy-policy.html>) shall apply.
- 2) The Supplier undertakes to comply with the "Supplier Code of Conduct" (available at <https://www.poloplast.com/en-at/company/sustainability-compliance.html>) with regard to all current and future legal relationships between POLOPLAST and the Supplier.

**POLOPLAST GmbH & Co KG . Leonding . Österreich  
Gültig ab 01.05.2025**