

General Purchasing Terms and Conditions GPC (Prototype-/Test Parts) VDS Getriebe GmbH

1. Scope

1.1. These Terms and Conditions of Purchase (GPC) apply between VDS Getriebe GmbH (hereinafter referred to as "us") and natural and legal persons (hereinafter referred to as "suppliers") for the present legal transaction as well as for all future transactions, even if no express reference is made to them in individual cases, in particular in the case of future supplementary or follow-up orders.

1.2. The latest version of our General Purchasing Terms and Conditions (GPC), that is current at the time of conclusion of the contract, can be accessed anytime on our website (<http://www.vds-getriebe.at>) shall apply.

1.3. Terms and conditions of the supplier or changes or additions to our General Terms and Conditions of Purchase require our express written consent to be valid.

2. Inquiries, offers, conclusion of contract

2.1. Unless otherwise stated, our enquiries are subject to change without notice. In particular, information regarding required quantities and deadlines are guidelines only.

2.2. Promises, assurances and guarantees on our part as well as any ancillary agreements and arrangements that deviate from these General Terms and Conditions shall only become binding upon our written order.

2.3. All agreements must be made in writing.

3. Placing orders / Order fulfillment / Delivery

3.1. The nature and scope of the agreed service shall be determined from the concluded contract (order) and these General Terms and Conditions of Purchase.

3.2. Changes and additions to the order must be recorded in writing to be valid.

3.3. If the supplier does not object to the continuation of the order within 10 days of notification of the changes, the change shall be deemed accepted and the order shall be continued accordingly.

3.4. The supplier is obliged to carry out the order properly in accordance with the generally accepted rules of technology and the principles of economic efficiency.

3.5. The supplier's obligation to perform the service begins as soon as:

- a written order has been issued,
- all technical and qualitative details have been clarified,
- a written order confirmation from the supplier is available.

3.6. After a positive identification check and goods receipt booking by us, the order is considered completed.

4. Scope of services, remuneration, payment terms

4.1. All prices are to be quoted in EURO plus the applicable statutory VAT, unless otherwise agreed.

4.2. The prices agreed in the order shall apply. Subsequent changes by the supplier will not be accepted unless previously agreed in writing.

4.3. The offsetting of any counterclaims is not permitted.

4.4. Factually justified partial deliveries and services are permissible, but must be agreed with us in advance.

4.5. Unless otherwise agreed in our orders, the prices quoted to us include all taxes and incidental costs, including transport costs if applicable.

5. Delivery and performance deadlines

5.1. Delivery/performance periods and dates specified in our order are binding for the supplier. Any changes require prior consultation with us and our written confirmation.

5.2. Deadlines and dates may be postponed in the event of force majeure, strikes, or unforeseeable events for which you and we are not responsible. VDS Getriebe GmbH's right to withdraw from the contract remains unaffected in the event of delays that make it unreasonable for us to be bound by the contract.

5.3. For delays for which the supplier is responsible and which do not fall under clause 5.2, a penalty will be agreed. It amounts to a one-off, flat-rate fee of EUR 10,000.00 starting from the eleventh working day after the original delivery date.

6. Withdrawal from the contract

6.1. The supplier may only withdraw from the contract for good cause and must be notified to us in writing and justified in a timely manner.

6.2. In the event of a delay by the supplier in a delivery/partial service or in an agreed cooperation activity, which makes the execution of projects at VDS Getriebe GmbH impossible or considerably more difficult, we are entitled to withdraw from the contract.

7. Warranty

7.1. The warranty covers all product features and services that have been contractually agreed (in our orders, service descriptions, drawings, technical specifications).

7.2. The supplier's warranty includes a special obligation to cooperate in the technical and functional optimization of prototype parts during the development phase, which should be based on close and cooperative partnership.

7.3. We will notify the Supplier of any defects and complaints of any kind immediately upon discovery, and provide as detailed a description of the defect. The defective goods or works must be promptly replaced with defect-free goods/works.

7.4. Transport and travel costs incurred in connection with the rectification of defects shall be borne by the supplier.

8. Notice of defects / product liability

8.1. The obligation to inspect deliveries of goods for defects pursuant to Section 377 of the Austrian Commercial Code (UGB) is expressly waived. Failure to file a complaint within the meaning of Section 377 of the Austrian Commercial Code (UGB) on our part does not result in the loss or exclusion of our warranty rights.

8.2. We do not accept the exclusion of any recourse claim on our part pursuant to Section 12 of the German Product Law (PHG).

8.3. We do not accept any prohibition of set-off; if necessary, we are entitled to set off all claims against the supplier.

8.4. In the event of justified complaints, we are entitled to retain the entire outstanding payment.

8.5. The supplier must take out adequate insurance for product liability claims and confirm this to us.

9. Quality/Environmental aspects/ Sustainability/Ethics/Work and safety aspects

9.1. VDS and its partners operate under the self-image of a future-oriented quality-, environmental- and sustainability policy, to which there is mutual commitment and which is anchored in the company policy.

9.2. Compliance with ethical standards, such as fair labor practices, positive social conditions, and ecological sustainability are binding requirements for suppliers.

9.3. In order to ensure the safety of all parties involved, environmental, health and safety standards are an integral part of every contract.

10. Confidentiality

10.1. We and the supplier mutually undertake to treat all work results and all information obtained within the scope of the business relationship as strictly confidential and to keep them secret.

10.2. Due to the close and highly confidential nature of our collaboration in innovative development projects, a separate non-disclosure agreement must be concluded in specific cases. We will contact the supplier in such cases.

11. Severability Clause

11.1. Should individual parts of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining parts.

11.2. In this case, the business partners undertake to agree on a replacement arrangement – based on a basic understanding of a fair contractual partnership – which comes closest to the economic result of the invalid condition, taking into account the customary practice in the industry.

12. Applicable law, place of performance, place of jurisdiction

12.1. Austrian law applies.

12.2. The UN Convention on Contracts for the International Sale of Goods is excluded.

12.3. Place of performance is the registered office of VDS Getriebe GmbH.

12.4. The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the supplier is the competent court in 4400 Steyr.

