



General Purchase Terms & Conditions
Ernst & Young ServicegmbH & Co OG Steuerberatungsgesellschaft
Wagramerstr. 19, 1220 Wien

1. General Conditions/Area of Application

1.1 Excluding the general terms and conditions of our suppliers and notwithstanding any deviating arrangements, these conditions apply to all current and future goods and services provided to us. Terms and conditions of our suppliers do not apply to us even if we do not expressly object to them.

1.2 Unconditional acceptance of order confirmations or deliveries shall not be deemed to be an acceptance of such conditions.

1.3 Upon first-time delivery in accordance with these General Purchase Terms & Conditions, the supplier shall acknowledge their exclusive validity, also with regard to future orders.

1.4 Deviating agreements shall be valid - unless otherwise agreed - once for the specified order and take precedence over the General Terms & Conditions.

2. Orders

The supplier shall agree to accept our written order within 10 days in writing. A different acceptance of our order by the supplier shall require express written notification of such. An undifferentiated acceptance shall be deemed in writing if sent by email to the person specified in the order.

3. Prices, Payment Conditions, Invoicing

3.1 Agreed prices shall be fixed prices including packaging. Invoices must be issued in the currency in which we place our order. The statutorily applicable VAT shall be included in the price and must be disclosed separately on the invoice.

3.2 We shall settle invoices within 30 days net or 14 days with a 3 % discount upon receipt of both the goods/services and the invoice.

3.3 Invoices must be issued in one copy in duplicate and must include our order number.

3.4 Payments shall be effected on the condition of proper delivery as well as price and arithmetic accuracy. In case of deviation of the proposed and charged price only the, for us superior shall be valid.

3.5 We shall be entitled to exercise offsetting and retention rights to the extent permitted by law.

4. Delivery, Delivery Date, Breach of Contract

4.1 The date of delivery as stated in the order shall be binding. Timeliness of delivery shall be based on receipt of goods at the address stipulated in our order. If the supplier is unable to provide a binding date for delivery, it shall be agree to state a binding time frame for delivery.

4.2 The supplier shall agree to inform us without delay if circumstances arise or become known to him which are likely to render timely delivery impossible. If unforeseeable events such as operational interruptions, lack of energy or raw materials, transport interruptions as well as strikes, lock-outs, official orders and forces majeures occur, the affected party shall be exempt from the obligation to supply or accept for the duration of the interruption and to the extent of its effect. If, as a result, supply and/or acceptance is delayed by more than one month, each of the parties shall, to the exclusion of all other claims, be entitled to withdraw from the contract with regard to the quantity affected by the disruption.

4.3 In the event that delivery is delayed, we shall be entitled to demand a flat-rate default penalty of 1 % of the total value of the delivery per full week, but no more than 10 %. This does not affect additional statutory rights. The supplier is entitled to prove to us that no or significantly less damage has incurred as a result of the delay. The flat-rate penalty shall be reduced accordingly.

4.4 The supplier must observe our delivery specifications and those of the carrier. Our order and article numbers must be stated in all shipping documents, correspondence and invoices. Unless agreed otherwise, transport costs, including packaging, insurance and all other ancillary costs shall be borne by the supplier.

4.5 We shall be entitled to refuse acceptance of goods which cannot be allocated to an order and to return these to the supplier or to store them with third parties at the supplier's risk.

5. Passage of Risk

The passage of risk shall be based on the agreed conditions of delivery. If no agreement is reached, the risk shall pass to us after the acceptance of the goods at the agreed place of performance. In the case of machines and technical equipment, the risk shall only pass to us after the devices pass a functionality test.

6. Quality, Notice of Defects, Warranty

6.1 The supplier shall ensure that its goods and services meet statutory and contractual requirements and are not defective.

6.2 In the event of defective goods or services or in the event of other breaches of contract, we shall be entitled to exercise our statutory rights. The Contractor will not put forward a defense of belated notice of discernible defects in supplies, Sec 377 and 378 UGB (Austrian Commercial Code) shall be excluded.

6.3 Liability for defects on the part of the supplier shall not be affected by our acceptance of goods, supplies or samples.

6.4 We shall test functionality timely after receiving confirmation that devices are operational. For systems and devices with diverse and complex programs, we reserve the right to take a period of 30 days to perform the functionality test.

6.5 Upon initial request, the supplier shall hold us harmless from claims relating to product liability and/or under the Austrian Product Liability Act ("Produkthaftungsgesetz") if the cause is within the control or organizational realm of the supplier or its suppliers. Irrespective thereof, the supplier shall be liable in accordance with statutory requirements. The supplier guarantees us that adequate product liability insurance coverage exists.

6.6 The warranty period shall be at least 36 months as of acceptance at the place of performance. Irrespective of this, we shall be entitled to either demand that suppliers rectify defects or a replacement product is supplied unless the supplier is generally unable to rectify defects. In that case the supplier shall bear the costs required to rectify defects or to supply a replacement product by us or by a third party. We shall be entitled to rectify defects at the expense of the supplier if there is imminent danger or if specific urgency exists. The right to claim damages for non-performance shall remain unaffected.

6.7 In the event that replacement products are supplied or defects rectified, the supplier shall be liable to the same extent as for the originally supplied product. The warranty period for replacement products shall commence at the earliest on the date that the replacement product is received.

6.8 The supplier shall be obligated to refund appropriate costs for a recall campaign as a result of product liability law.

6.9 In the event of open-end contracts, we may withdraw from the total order if at least two deliveries have been fully or partially carried out incorrectly/untimely.

7. Environmental Protection, Occupational Safety, Accident Prevention and Safety

The supplier shall be obligated to observe all applicable legal regulations and rules relating to environmental protection, occupational safety, accident prevention, transport and plant safety as well as our corresponding office and operational rules and instructions, maintain an effective management system in the above mentioned areas and to provide or allow us to inspect corresponding substantiation thereof upon request. Should the supplier contravene the above regulations despite prior warning, we shall be entitled to terminate the agreement without notice and, if applicable, to demand damages. No prior warning is required in the event of serious infringements.

8. Changes to Products and Procedures

Suppliers with which we have ongoing business relationships shall agree to inform us in advance if they intend to change products and/or procedures as well as modify products we procure.

9. Implementation Documents

9.1 The supplier may not use, copy or make available to third parties, for purposes other than the fulfilment of the agreement, all documents provided to him by us for production of the deliverable. We reserve all rights to these documents. After having processed the

order/contract, the supplier must return all the submitted documents without delay.

9.2 If requested, the supplier shall submit plans, workshop drawings, technical calculations, etc. relating to the deliverable for approval and, after having been confirmed as accurate, provide us with a master print if we require such documents for normal use or repair work. If requested, it must also provide drawings for the key replacement parts. Approval of such plans, workshop drawings, technical calculations, etc. shall not affect the supplier's warranty. Upon payment, molds, tools, print templates, etc. billed to us shall be transferred to our ownership; they shall be kept and insured for us free of charge by the supplier and must be handed over upon request.

10. Intellectual Property Rights

As part of the proper use of the ordered goods, the supplier shall ensure that no intellectual property rights of third parties in Austria or abroad are infringed. If legal action is taken against us by third parties in this regard, the supplier shall agree, upon first request, to exempt us from all such claims. The exemption obligation by the supplier shall apply to all expenses which necessarily arise from or in connection with claims invoked by a third party.

11. Place of Performance

The place of performance for trade and services of the supplier shall be the place specified in the order. If no location is stated, the place of performance shall be deemed to be the company site EY Vienna.

12. Confidentiality

12.1 Unless otherwise governed in writing, the information provided to the supplier relating to our orders shall be deemed to be confidential. It may not be used for either reference or advertising purposes. Reference to existing business relationships with us for advertising purposes may only be made with our express written approval.

12.2 We may disclose information in relation to the Agreement (including personal data) to other EY Firms, EY Persons and third parties providing services on our behalf who may collect, use, transfer, store or otherwise process it (collectively 'process') in various jurisdictions (EY office locations are listed at www.ey.com) in which they operate, to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or for the provision of other administrative - and IT - support services. We and other EY Firms will process the personal data in accordance with applicable law and professional regulations including (without limitation) the Austrian Act concerning the protection of personal data (*Datenschutzgesetz 2000*) in order to fulfill our professional duties, to ensure the efficiency, independence and quality of our work and to introduce and use standardized performance recording and documentation systems. Suppliers agree to this by accepting our order. We will require any service provider that processes personal data on our behalf to adhere to such requirements.

The supplier warrants that you have the authority to provide the personal data to us and that the personal data provided to us has been processed in accordance with applicable law

13. Applicable Law – Place of Jurisdiction

The agreements shall be subject to the laws of Austria excluding the UN Convention on Contracts for the International Sale of Goods. Unless conflicting with mandatory legal regulations, the place of jurisdiction shall be the commercial court in Vienna. However, we shall also be entitled to bring actions against the supplier at a different place of jurisdiction.

14. Severability Clause

Should a provision of these conditions be or become void, this shall not affect the validity of the other conditions and of the agreement.