1. Award of contract

1.1 Orders are only legally valid if drawn up on our order forms with a corporate signature or agreed in a supply contract.

1.2 Orders issued verbally, by phone, fax or electronic transmission must be confirmed by us in writing to become valid, unless our fax or electronic order states that no written order will follow.

1.3 Amendments or additions must always be agreed in writing.

2. Order confirmation

The seller shall return a copy of the order form to us without delay, bearing a corporate signature as order confirmation. We shall not accept any other form of order confirmation. The seller's terms and conditions of supply are not binding. The seller's order is also deemed to be unconditional and accepted in compliance with our Terms and Conditions. However, the seller only starts executing the order after receiving the order form.

3. Prices

3.1 The prices are fixed prices and apply DDP including packaging and preservation, supplied

3.3 The seller is aware that our price calculation is based on the agreed prices. In view of our re-

6.4 A delivery note stating our order number, item number and part number (where applicable)

7.2 In case we incur damage due to lack in performance or delayed delivery, the seller shall pro-

7.4 On acceptance of the order, the seller guarantees explicitly that the goods are not encum-

8.2 Insolvency

8.3 Suspension (interrupting execution of the contract)

9.1 Unless agreed otherwise, payments shall be made within 14 days after delivery and receipt of

9.3 Unless agreed otherwise in the order, we do not accept any assignments and/or reservations

10.1 The details given in our enquiries or orders, the enclosed drawings and designs together with

10.2 All drawings, calculations and other documents supplied by the seller, especially technical

10.3 Our written consent is required before using the order for advertising purposes, including pro-

11.1 The place of fulfilment for goods and services is the place of destination stated in the order

11.3 Hagen is the place of jurisdiction, although we reserve the right to take legal action against

11.4 The seller undertakes to comply with the Supplier Code and agrees that it shall form

12.1 Any materials provided by us shall be taken into safe keeping free of charge by the seller until they are used; they remain our property and must not be put to any other use. They are to be marked clearly as “Property of ANDRITZ SUNDWIG GmbH” and kept in separate storage. This reservation of title also applies in the event of processing or treatment. The seller shall inform us in good time if any national regulations apply to obtain the retention of title. Our materials do not affect the seller’s statutory guarantees for his scope of supply and for the overall design and functionality.

12.2 The seller shall inform us in advance if essential parts of the goods or project are to be sup-

12.3 Our Terms and Conditions apply to purchase, works and all other supply contracts. “Seller” as used above shall also include project suppliers and/or other suppliers.

12.4 The seller herewith confirms that:

• he has reviewed and read a copy of the ANDRITZ Supplier Code of Conduct and Ethics (“Supplier Code”), which is published on the ANDRITZ website at www. andritz.com (http://www. andritz.com/index-eprocurement.htm);

• he understands that he only starts executing the contract on the basis of present and future business with ANDRITZ (ANDRITZ AG and its affiliates); this Supplier Code shall form part of any agreement entered into between the seller and any ANDRITZ company, regardless of whether it is expressly incor-

• he shall be held responsible for ensuring compliance with the Supplier Code by his employees and company representatives and any ANDRITZ company, regardless of whether it is expressly incor-

ANDRITZ reserves the right to terminate the business relationship or contract in the event of a major breach of the rules laid down in the Supplier Code. The seller will hold harmless and indemnify ANDRITZ from and against damages arising out of a breach of the Supplier Code.