



General Terms and Conditions

ANDRITZ FABRICS AND ROLLS (PFR)

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General Terms and Conditions for PFR

1 TAXES AND DUTIES

1.1

Irrespective of INCOTERMS 2020 used, the supplier's prices do not include value added tax, customs or any other taxes, duties, levies and fees in the country of destination.

1.2

To the extent applicable the following provisions shall apply:

Should the supplier, according to the applicable tax legislation, be liable to invoice deliveries and/or services including applicable taxes to the purchaser, the purchaser is liable to pay such taxes in addition to the offered price, according to the applicable legislation to the supplier.

1.3

Each party shall be liable for and pay any taxes, levies or social security contributions imposed on it according to the applicable laws, regulations and tax treaties as a result of the contract and payments hereunder (including those required to be withheld or deducted from payments) and shall furnish suitable evidence of such payments to the other party to enable it to obtain any credit that might be available to it.

1.4

The purchaser is liable to inform the supplier in writing immediately, if due to the purchaser's tax status the invoices are to be issued with the reverse charge mechanism. In the event that any such taxes and any other contributions are withheld without justification, purchaser shall pay such amounts back to supplier without delay, plus an interest rate of 8% per annum.

1.5

Purchaser is obliged to inform supplier in its purchase order about its VAT number according to Art 138 (1) lit b of the EU Directive 2006/112.

2 TIME SCHEDULE AND DELIVERY

2.1

Unless otherwise agreed, prices are based on FCA supplier's manufacturing site (Incoterms 2020).

2.2

Even if an order is placed within the validity term of the offer, the supplier reserves the right to reject an order, if the current manufacturing costs exceed the offered sales price due to unforeseeable, rapidly increasing raw material prices.

2.3

The delivery time shall commence when all preconditions in clause 15 (Final Provisions) have been met.

2.4

Partial delivery shall be allowed.

3 PAYMENT SECURITY AND SUSPENSION

3.1

Unless otherwise agreed, all invoices are payable net within 30 days of the invoice date. Payment is effected upon receipt on the supplier's account.

3.2

The payment terms shall be subject to a payment security in favour of the supplier in form and substance acceptable to it.

3.3

In case of purchaser's delays and/or delays in effecting payments under the contract or in favour of any other entity within the ANDRITZ Group, the supplier shall be entitled to immediately suspend its works, to extend the time schedule and to charge its additional costs arising out of such suspension. If such suspension exceeds 60 days, the supplier shall be entitled to terminate the contract.

4 LIMITATIONS AND LIABILITY

Notwithstanding any other provision of the contract, the following limitations of liability shall apply:

4.1

In no event shall the supplier, as well as its employees, subcontractors or sub-suppliers be liable to the purchaser for any: (1) loss of use, loss of profits, loss of revenue or loss of production, loss of business opportunity (whether foreseeable or not), loss by reason of shutdown of facilities or inability to operate a facility at full capacity, cost of obtaining other means for performing the functions performed by the equipment, loss of future contracts, claims of purchasers, cost of money or loss of use of capital, in each case whether foreseeable or not, or for any: (2) special, incidental, indirect and/or consequential damages of any nature.

4.2

The supplier shall have no liability for hazardous materials, content or contamination of soil or structures deviating from the expected status. Furthermore, the supplier shall not be liable for equipment or parts thereof, which are intended to be re-used in the project, but turn out to be deviating from the expected status during project execution.

4.3

The supplier's aggregate liability arising out of the contract, whether based on contract, tort, warranty, indemnities, liquidated damages, strict liability or otherwise, including make good obligations, shall not exceed 100% of the order value.

4.4

The aggregate amount of liquidated damages for delay and failure to achieve performance guarantees, if any, shall in no case exceed 10% of the order value. All liquidated damages shall constitute the sole and exclusive remedy of the purchaser. Any further remedy is expressly excluded.

4.5

The limitations and exclusions of liability are not applicable in case of gross negligence, willful misconduct, bodily injury or death caused by the supplier.

4.6

All supplier's liabilities to the purchaser arising out of the contract shall terminate 6 months after the expiration of the warranty period.



5 PERFORMANCE OF OBLIGATIONS/LIQUIDATED DAMAGES

5.1

In case of delays attributable to the purchaser (such as, in particular, delays caused by other contractors or purchaser's suppliers, if any), the supplier shall be granted an extension of time and reimbursement of all costs incurred as a result thereof.

5.2

If a delay in the delivery time is solely attributable to the supplier, the purchaser shall be entitled to claim, after a grace period of one week, liquidated damages for delay in the amount of 0.5% calculated from the delayed equipment value per each full week of delay; however, such liquidated damages for delay shall not exceed a maximum of 5% of the order value. The supplier shall, however, not be liable to pay liquidated damages for delay, if the purchaser is not prevented from making use of the works. All other milestones are for information only and are not binding on the supplier.

6 WARRANTY

6.1 WARRANTY FOR EQUIPMENT:

The supplier warrants that the goods within its scope of supply will be free from defects in material and workmanship for a period of 12 months from acceptance or supplier's written notification of readiness to deliver, if the delivery cannot be effected due to reasons not solely attributable to the supplier. Deviating warranty conditions may be stated in the technical proposal. If during the warranty period the purchaser detects defects in material or workmanship and promptly notifies the supplier thereof, the supplier will, at its option, either deliver to the purchaser a replaced part or repair the defect. Any replaced or repaired parts are warranted against defects in material and workmanship for a period of 12 months from the date of repair or replacement, but such repair or replacement does not extend the supplier's warranty on the rest of the equipment. However, all warranty obligations shall expire at the latest 10 months after the expiration of the original warranty period.

6.2

The supplier's obligation to remedy defects in material and workmanship shall be conditional on the equipment being operated under conditions as specified by the supplier and serviced by qualified and trained personnel according to the supplier's operating and maintenance instructions.

6.3

The supplier's obligation does not cover erosion, corrosion, wear and tear, wear parts, rebuilds of the delivered equipment without approval by the supplier, repair by the purchaser or third parties as well as re-used or overhauled equipment. Further exclusions may be specified in the technical proposal.

6.4

The dismantling and fitting of parts which have to be repaired or replaced due to a defect including associated works shall be done by the purchaser at its own risk and expenses. Should the purchaser require assistance or supervision in such works or services, the supplier will provide these against reimbursement of its costs.

6.5

Repair or replacement shall be the purchaser's sole remedy for defective parts under the contract.

6.6 WARRANTY FOR SERVICES:

The supplier warrants to the purchaser that the services performed will be free from defects in workmanship and will conform to any mutually agreed specifications. If any failure to meet this warranty appears within 6 months from the date of acceptance, on the condition that supplier be promptly notified in writing thereof, the supplier as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the services furnished. The supplier does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the service provided.

6.7 WARRANTY FOR SOFTWARE:

The supplier as license provider shall warrant conformity with the specifications applicable at the time of supply of the software, provided the software was used according to the applicable installation requirements and conditions of use and was installed on hardware supplied and authorized by the supplier. Software products from other manufacturers (such as Windows) shall be subject only to the warranty conditions of the manufacturer concerned. An error shall be corrected, at the discretion of the supplier, either by supplying new software or by modifying the existing software. Any warranty claim of the purchaser in respect of software shall be brought within 6 months after acceptance; thereafter any action shall be barred. The supplier does not warrant that: (i) the functions of the software meet the purchaser's requirements, (ii) the programs as selected by the purchaser are compatible, (iii) the programs work without interruption and flawlessly or (iv) that all software errors can be removed. Any warranty for malfunctions caused by computer viruses is excluded. The supplier shall not have a warranty obligation, if the software or the equipment for which the software is used has been modified by the purchaser or a third party without supplier's prior written consent.

6.8

The express warranties the supplier makes in this section are the only warranties it will make. There are no other warranties, whether statutory, oral, express or implied. In particular, there are no implied warranties of merchantability or fitness for a particular purpose.

6.9

The remedies provided herein are the purchaser's exclusive remedies for breach of warranty. Any performance information mentioned in the quotation or the contract, including technical and design data, are for purchaser's information only and are not subject to any warranty obligation.

7 FORCE MAJEURE

7.1

"Force Majeure" shall mean all events, whether foreseeable or unforeseeable, beyond the reasonable control of either party which affect the performance of the contract, including, without limitation, acts of God, acts of governmental authority, sanctions, strikes, lockouts or other industrial disturbances, terrorism, wars, insurrections, riots, earthquakes, fires, storms, severe weather, floods, sabotage, epidemics or pandemics, delays in transportation, lack of available shipping by land, sea or air, lack of loading or unloading facilities, inability to obtain labor or materials from usual sources due to Force Majeure events as described herein, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions. In the event that any subcontractor or sub-supplier of the supplier is affected by reasons of Force Majeure corresponding to the events set forth herein, relating to the supplier's scope of supply, the supplier shall be granted relief under this clause for the Force Majeure events as if they apply directly to the supplier.

7.2

Either party is entitled to suspend the performance of its respective obligations under the contract, if the fulfilment is impeded or unreasonably onerous due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected notifies the other of such delay within a reasonable period of



time. All obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

7.3

If the supplier cannot supply the equipment or equipment parts to the agreed destination due to "Force Majeure", the supplier is entitled to deposit all parts of equipment already wholly or partially manufactured in a warehouse of his choice at the purchaser's cost and the purchaser shall pay the supplier for such equipment and the value of the work done. The date of delivery and/or the date on which risk is transferred from the supplier to the purchaser will be taken as the date of the warehouse receipt. By depositing the equipment in the warehouse payment becomes due.

7.4

If the period of suspension or reduction of operations will extend for more than 4 consecutive months or periods of suspension or reduction total more than 6 months in any 12-month-period, then either purchaser or supplier may terminate the contract by written notice to the other party. No delay or non-performance by either party hereto caused by the occurrence of Force Majeure shall give rise to any claim for damages. Any and all claims and costs incurred prior to the occurrence of the Force Majeure event shall remain in full force and effect and will be set off. The supplier is entitled to receive the portion of the order value for parts already delivered, parts that have been wholly or partially completed as well as a reimbursement of costs incurred due to the termination.

7.5

The delivery dates and price in the respective quotation have been calculated based on sourcing and manufacturing certain components in countries that are or might be impacted by restrictions resulting from the COVID-19 pandemic and are based on assumptions drawn from the information available at the date of the quotation about the impact of the coronavirus and the expected timing for and costs associated with resuming normal sourcing, manufacturing, personnel travel and transportation. In the event that further developments related to the coronavirus pandemic, including but not limited to travel advisories, steps taken to protect the health and safety of employees, government orders, and temporary facility shutdowns, increase the time for delivery or the price of the quoted equipment or services, the supplier reserves its right and shall be entitled to adjust its quoted delivery dates and/or price in order to reflect these impacts. Nothing in the respective quotation or in any contractual documentation based thereon shall be construed as a waiver of this right.

8 CONFIDENTIALITY, INTELLECTUAL PROPERTY RIGHTS AND MACHINE DATA

8.1

The purchaser acknowledges that the information, which the supplier submits to the purchaser in connection with the contract, includes supplier's confidential and proprietary information, both of a technical and commercial nature. The purchaser agrees not to disclose such information to third parties without the prior written consent of the supplier. The purchaser further agrees not to permit any third party to manufacture the equipment or any parts thereof from supplier's drawings. The purchaser shall not – and agrees to not cause, allow or aid third parties to – analyse, decompile, disassemble, measure the properties of, attempt to derive the source code of, or otherwise reverse-engineer the supplier's confidential information.

8.2

Any intellectual property vested in drawings, documents, designs, manufacture or supply of the equipment remains supplier's intellectual property. The purchaser receives a non-transferable and non-exclusive license to install, operate, and maintain the equipment supplied by the supplier.

8.3

In relation to any information (including and not limited to, documents, data, reports, drawings, specifications, lists) provided by the purchaser to the supplier,

a) the purchaser is allowed to disclose such information to the supplier;

and,

b) the purchaser has only submitted and will only submit information to the supplier which is necessary or helpful for the preparation of an offer, the planning and execution of the relevant works (e.g. maintenance, repair, retrofit, upgrade, rebuild or extension of an existing plant, and including installation, start-up and commissioning). Buyer must obtain any relevant third party consent for the provision of any information to Supplier. If, contrary to expectation, the purchaser is not allowed to submit such documents to the supplier, the purchaser shall inform the supplier thereof.

8.4

The supplier hereby grants to the purchaser a non-exclusive, non-transferable, non-sub-licensable license with regard to software, and any modifications made by supplier thereto only in connection with the configuration of the equipment and operating system for which the software is ordered hereunder, and for the end-use purpose stated in the related operating documentation of the supplier. The purchaser agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the software, except the purchaser may create a single copy for backup or archival purposes in accordance with the related supplier operating documentation (the "Copy"). The purchaser's license to use the software and the Copy of such software shall terminate upon any breach of the contract by the purchaser. All copies of the software, including the Copy, are the property of the supplier, and all copies for which the license is terminated shall be returned to the supplier with written confirmation after termination.

8.5

The purchaser is aware of the fact that parts of the equipment delivered by the supplier generate, collect and store data, including but not limited to equipment and process data (the "Machine Data") and that the supplier may use them for different purposes, including but not limited to the optimization of the performance, maintenance and further improvement of the concerned equipment delivered by the supplier (the "Purpose"). Furthermore, the purchaser recognizes that Machine Data constitute a trade secret under the applicable law for the supplier. Personal data is not collected and therefore excluded from the Purpose.

8.6

Any and all Machine Data and all copies thereof, whether or not processed, collected by any system of the equipment shall be exclusively and solely owned by the supplier. It is expressly agreed by the parties that any development, invention or improvement of methods, tools, products, equipment etc. based on Machine Data, shall be and remain the exclusive property of the supplier. The purchaser hereby waives any kind of rights and interests in the Machine Data or any development, invention or improvement thereof and assigns to the supplier, free of charge, all rights and title. The supplier hereby grants to the purchaser a non-exclusive, non-transferable, non-sub-licensable, royalty-free, perpetual license to use data which are processed in the automation system of the equipment and show the specific operating mode of the equipment by the purchaser (the "Process Data") only in connection with the operation, installation and maintenance of the equipment subject to the contract. The purchaser's license to use the Process Data shall terminate upon any breach of the contract by the purchaser. All representations, warranties and conditions, express or implied with regard to the use of the Process Data by the purchaser are excluded.

8.7

Machine Data generated by the equipment shall be kept confidential by the purchaser and not disclosed to third parties. The obligation to keep Machine Data and all derivative information that constitute a trade secret under the applicable law strictly confidential shall remain in effect and bind the purchaser for so long



as such information is maintained as a trade secret by the supplier. The supplier shall keep the Process Data confidential and not disclose them to third parties.

9 CONDITIONS ON SITE

9.1

In the event that defects are discovered in the course of services that were not apparent on initial inspection of the existing equipment or in case of changed or unforeseen sub-surface or site conditions, the supplier shall be entitled to an extension of time and reimbursement of additional costs.

9.2

Strikes or any other labor disturbances affecting or preventing work on site which are not solely attributable to the supplier (i.e. strike of purchaser's personnel or subcontractors or its personnel not employed by the supplier), shall entitle the supplier to a reasonable extension of time and compensation of additional costs due to such strike.

9.3

Unless otherwise stated in the contract, the purchaser shall be responsible for: (i) granting access to the purchaser's premises during normal working hours (ii) providing and instructing the supplier with all employment, health, safety and environment conditions and regulations applicable on site; (iii) physically disconnecting and isolating the equipment being repaired from existing piping and electrical power before the supplier starts the service, and taking adequate precautions that re-connection and resumption of use does not take place until the service is completed; (iv) emptying the equipment and freeing it from any toxic or harmful substances before the service begins so that the equipment is safe for service to begin; (v) maintaining the area entirely free of combustible and toxic substances and providing fire protection service until the service is completed; (vi) determining the prior condition of the portion of the equipment not involved in the service, and its ability to withstand the service and any tests that may be necessary; (vii) protecting and monitoring supplier's materials and supplies used for the service; (viii) the safety of its own staff working on site; (ix) providing the supplier with the history of the equipment, if requested by the supplier. If the purchaser does not fulfill its obligations or prevents the supplier from executing the service, the supplier shall have the right to suspend its services and to charge additional costs incurred by the supplier.

10 ACCEPTANCE

10.1

Deliveries shall be deemed accepted by the purchaser upon delivery, services upon provision of the services.

10.2

If the purchaser/end customer operates the plant (or parts thereof) prior to acceptance, the start of the operation shall be deemed as acceptance. Operation of the plant (or of its parts) shall be at the sole risk of the purchaser. The purchaser shall fully indemnify the supplier with regard to any possible damage to the plant or parts thereof.

11 CHANGES

11.1

The Purchaser may make changes to the scope of the contract by written change order. Any such change order shall include an appropriate adjustment to the contract, especially to the price and delivery terms, as the case may be. The supplier will not make changes in the equipment and/or services unless the parties have executed a written change order for such change. If, after the date of the contract, changes in laws, regulations, technical standards, taxes, customs and duties have an impact on the execution of the contract, the supplier shall be entitled to an extension of time and reimbursement of additional costs.

11.2

In case the purchaser is in default with any of its obligations arising out of or in connection with the contract, the supplier shall be entitled to suspend its works, to extend the time schedule and to charge its additional costs (including overheads and profit) arising out of such suspension.

12 APPLICABLE LAW AND DISPUTE RESOLUTION

12.1 AUSTRIAN AND INTERNATIONAL BUSINESS

12.1.1

The contract is governed by Austrian law, with the exclusion of the UN Convention on the International Sale of Goods (CISG, 1980) and the conflict of law rules.

12.1.2

All disputes or claims arising out of or in connection with the contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules.

12.1.3

If the amount in dispute is below EUR 150,000, any disputes arising from the contract or relating to its violation, cancellation or validity, which cannot be settled amicably, shall be exclusively resolved by the competent court in Graz.

12.2 GERMAN BUSINESS

12.2.1

If the purchaser and the supplier both have their registered seat in the Federal Republic of Germany, the contract is subject to the substantive law of that country. Any dispute, disagreement or claim arising out of or in connection with the contract, including its validity, breach or termination, shall be resolved by the competent national court.

12.2.2

All promises (in particular description of the scope of supply, features and technical data) and all terms in connection therewith employed in the contract and its appendices, as well as all terms used in this connection (especially "guaranteed quality" or "guaranteed performance" – " zugesicherte Eigenschaften", "garantierte Leistung", (to) "guarantee", "guarantees", "guaranteed values") are not to be regarded as "Beschaffheitsgarantien" ("performance guarantees") in the sense of §§ 443, 444 or 639 of the German Civil Code (BGB – Bürgerliches Gesetzbuch). All undertakings in the contract and all of its appendices are meant to be pure indications of the agreed qualities/features and performance characteristics, however, cannot be considered as "guarantees"/Beschaffheitsgarantien as per the said articles of Law. To the extent that on the basis of the contract the purchaser shall be entitled to remedies in the event of defective supplies of goods or services – such as make good obligations, replacement, price reduction or termination of the contract, or agreed payment of liquidated damages or indemnification – such remedies remain in full force irrespective of the above clause.



13 TRANSFER OF RISK AND RETENTION OF TITLE

13.1

Transfer of risk for deliveries shall be in accordance with the agreed delivery conditions. For services, transfer of risk shall take place upon provision of the services.

13.2

The deliveries and services shall become the property of the purchaser only after full payment (in case of default in payment, this sum includes interest and incidental costs).

14 TERMINATION OF CONTRACT

14.1

Each party may terminate the contract in the following cases:

14.1.1

in the event of a material breach of the contract by the other party, if the latter has not remedied the breach within a reasonable grace period of at least 30 (thirty) days;

14.1.2

in the event of Force Majeure, in accordance with the provisions set forth in clause 7.

14.2

In the event of a delay solely attributable to supplier or a failure to meet agreed performance guarantees, the purchaser shall be entitled to terminate the contract only if the maximum amount of liquidated damages has been reached and an appropriate grace period of at least 30 (thirty) days has been granted in writing, which has elapsed without success.

14.3

The supplier shall be entitled to terminate the contract, if the purchaser fails to make payment or fails to issue any securities required under the contract (see clause 3.2).

15 FINAL PROVISIONS

15.1

Offers and proposals are non-binding and subject to change, unless they are expressly designated as binding.

15.2

The contract comes into force by unconditional acceptance of the quotation and is subject to the fulfilment of the purchaser's commitments, particularly concerning the terms of payment and payment securities, if any, notification of his VAT number according to Art. 138 (1) lit. b of EUR Directive 2006/112 and effectiveness of supplier's risk mitigation measures, if any. No order placed by the purchaser shall be deemed to be accepted by the supplier, unless a written order confirmation is issued by the supplier.

15.3

If so requested by the supplier, the purchaser shall issue within 10 (ten) business days after the contract has been concluded an End-Use certificate (EUC) for the goods. In the event of resale of the goods, the purchaser ensures compliance with all foreign trade regulations, in particular export control regulations, and indemnifies the supplier, including its legal representatives, against any claim resulting from a violation of these rules. In the event that the supplier is at risk of violating any sanctions, trade embargoes or the like, when fulfilling his contractual obligations, the supplier shall be entitled to terminate the contract. The supplier shall be reimbursed for its costs including overheads and profit until the date of termination.

15.4

The contract including its enclosures shall be the entire and only contract between the parties and shall supersede all prior oral and written understandings between the parties. Such contract may be modified, supplemented or amended only by writing signed by an authorized representative of both parties.

15.5

Any general terms and conditions or contract forms of the purchaser will not be acknowledged and shall not become part of the contract, no matter (i) whether or not they were known to the supplier, (ii) whether and when they were submitted to the supplier (e.g. automatically generated by any ERP System and attached to purchase orders or any other system generated document), (iii) whether or not the supplier objected to them, and (iv) whether or not they are in conflict with these General Terms and Conditions.

15.6

In the event one of the provisions of the contract is found as being invalid, illegal or unenforceable by or as a consequence of the law of the applicable jurisdiction or the act of any governmental authority, the parties shall endeavour to replace the invalid provision with a new provision that reflects and is as closely as lawfully possible related to the original intention of the parties. All other provisions of the contract shall remain in full force and effect.

16 SPECIAL PROVISIONS

16.1

In relation to weight specifications, a tolerance of +/- 5% under normal climatic conditions is agreed. The actual delivery weight will be invoiced.

16.2

The equipment is manufactured in accordance with the agreed production and quality requirements as well as samples, if any, and DIN regulations. In order to achieve the contractually agreed results, the operating condition and the condition of forming section of the respective machine must be in accordance with the corresponding standard. If the actual lifetime is found to be shorter than the average lifetime under the same operating conditions, which is attributable to inadequate Forming Fabric quality, the relevant evidence must be made available to the supplier for an investigation.

16.3

Parts that are provided to the supplier for applying rubber coatings and parts provided for processing are to be sent to the supplier's respective plant free of transportation charges. The packaging must be re-usable for the return transport. Additional costs arising out of inadequate packaging that is unsuitable for the return transport shall be borne by the purchaser. If no other suitable packaging is available for the return transport, the supplier will repair the packaging at the purchaser's expense.

16.4

The supplier shall not be liable for consequences of a structural roll failure of the roll provided to the supplier for coating. It is the sole responsibility of the purchaser to ensure the structural condition of the roll body or parts provided.

16.5

Unless explicitly mentioned in the supplier's order confirmation, no lifetime or performance guarantees are given.