

General Purchasing Conditions

1. General

These General Purchasing Conditions apply on any and all agreements/business transactions between Single Use Support GmbH (hereinafter referred to as "Buyer") and external business enterprises (hereinafter referred to as "Seller") for receivables from goods and services.

2. Scope of Application and Validity

Purchase orders must be placed by the Buyer in writing (also electronically transmitted) only and provided with a legally valid signature. Orders, changes and additions placed orally or by phone shall only become binding upon written confirmation.

3. Applicable Conditions and Contractual Documents

If the provided order by the Buyer, including the general purchase conditions, differs from the quotation of the supplier, the silence of the Seller shall be deemed as consent. The acceptance of the Buyers order by the Seller simultaneously invalidates any contrary purchasing conditions of the Seller unless otherwise the Buyer expressly agreed in writing.

4. Objections of the Seller

The Seller must ensure that the current specifications listed in the order is in accordance with the delivered goods or services to the Buyer. Any Deviations/changes of the Seller relating to the specifications listed in the order must be immediately communicated to the Buyer in writing and before execution of the order.

5. Contract Formation, Confirmation of the Order

A binding contract is formed at the time of acceptance with the receipt of a written order confirmation that contain the acknowledgment of the purchase order conditions. A non-acknowledgment could lead into the situation that the Buyer withdraw the purchase order which will end in a cancellation without any remaining obligations. Any changes initiated from the Seller and not accepted by the Buyer could also lead in a cancellation without any remaining obligation at the Buyer as well. Especially for Services (contracted work), the purchase order can be cancelled by the Buyer without any obligations as long as the fulfillment of the contract hasn't been started. The Seller shall confirm each order in writing within 3 (three) working days. The order confirmation should consider a day-exact delivery date which states when the ordered goods or services will arrive at the Buyer premises.

6. Prices

The prices accepted by the Buyer are binding. All incidental purchasing costs are to be separately listed on the order confirmation as well as on the invoice. The stated price is a fixed price and shall include all taxes, duties, fees, freight (DDP) and packaging, exclusive applicable VAT. Alternative shipment terms could be applied if the Seller and the Buyer mutual agree to another method of delivery conditions. Price increases are excluded unless the Buyer expressly agrees to them in writing. The Seller and the Buyer will jointly pursue cost reduction opportunities and will reflect those in price reductions to the Buyer.

7. Delivery Dates

The delivery dates (arrival of goods or services at the place of destination) indicated in the order are binding. Partial or early delivery of the goods or services are only permitted upon written approval. The Seller shall inform the Buyer immediately in writing if the delivery date can't be kept. In the event of a late delivery, the Buyer is entitled to claim damages, including but not limited to all incurred additional costs.

8. Required Documents

A delivery notice must be enclosed in each shipment with the following details: The Buyer order and product number, the detailed description of the contents and any needed certifications. The individual and total weights (gross and net) shall also be indicated. In the event that the Seller delivers a service, an agreed acceptance procedure must take place or a proper acceptance document must be created and counter-signed from the Buyer.

9. Packaging, Transportation and Passing of Title

The Seller shall be liable for damages occurring during transportation due to inadequate packaging. With respect to regulation and division of the obligations between the Buyer and the Seller, INCOTERMS 2010 shall apply as agreed upon in the order. The Seller retains title until receipt of the complete payment invoiced.

Packaging and packaging material must be ARA released (terms can be found at <https://www.ara.at>). The Seller is furthermore required to dispose the packaging and packaging material at his own expense upon request by the Buyer.

10. Invoices, Payment Conditions and Origin of the Goods

To the extent that nothing to the contrary has been agreed upon, payment shall be made within 90 (ninety)days following receipt of the invoice and subject to approval of the delivered goods and/or services, or within 30 days with a 3% cash discount. The Seller shall indicate the Buyer order number in each case as well as the origin of each product on each invoice.

11. Guarantee, Warranty

The Seller fully warrants the working order and the quality of all deliveries for a period of two years after delivery. The Seller, moreover, guarantees that the deliveries comply with all the relevant standards and all applicable legal provisions, in particular, in regard to product, work and operation safety, as well as the relevant European, American and Asian directives. If the Seller is unable to eliminate the claimed defects within

24(twenty four) hours, the Buyer is entitled to have the defects rectified at the expense of the Seller or to rectify them itself. All guarantee or warranty obligations shall be the responsibility of the Seller also for deliveries or services purchased/provided by the Seller from third parties in his name. The Seller commits to make available sufficient quantities of required or necessary spare parts or compatible successor components for the time of seven years from the commencement of the warranty period. The price development of the defined spare parts within the aforementioned time of period is not allowed to exceed more than 20%. The reference for the spare part price definition is the last valid used price that has been agreed with the Buyer before the end of life notification have been taken place.

12. Quality Control and Right to Inspection

The Seller shall undertake everything required to ensure the quality control of the products or parts of the products to be delivered at the Seller premises. The Seller shall not forfeit the right to refer to a lack of conformity if an immediate inspection of the delivery is omitted or if he fails to lodge a complaint with regards to a lack of conformity within a specific time after the moment at which an inspection would have made apparent said lack of conformity. Determined quality specifications (e.g. standards, drawings, specifications, product descriptions) shall be absolutely complied as given. If the Seller is able to recognize the faultiness or the risks associated with certain specifications, the Seller shall immediately notify the Buyer in writing of this circumstance. The Buyer is entitled to regularly control compliance with the specifications and the execution of the required and agreed-upon quality control measures, on the premises of the Seller, following a timely announcement. The Seller is obligated to safeguard the results of such quality control measures such as measurement records, test results, samples, etc., according to the legal provisions.

13. Product Liability

The Seller shall be liable for damages where he is responsible for a breach of contract or where he fails to fulfill his legal obligations. It is in any case the responsibility of the Seller to prove lack of blame. A proof of blame of the Seller shall not be required where his indemnity is the result of legally non-modifiable liability for faulty products resulting in the injury, death or damage to the health of a person, or the damage or destruction of an asset

The right to claim compensation furthermore includes the Seller's right to compensation for loss of profits and the compensation for incidental damages.

14. Confidentiality, Trademark Rights, Intellectual Property

The Seller is responsible for ensuring that its deliveries violate no copyrights, patents, trademarks, registered designs of third parties or existing legal provisions. The Seller shall be liable for all consequences of such violations.

The Seller is required to hold confidential information provided by the Buyer during and after the business relationship. The Seller is expressly forbidden to use the corporate signature "Single Use Support", the logo or any description of the company Single Use Support for public mailings, advertising purposes or other public statements without prior approval of the Buyer in writing.

Any inventions or patents generated by the Seller within the process of manufacturing the goods, which are created during the further development of the demand fulfillment of the specifications provided by the Buyer, shall remain the intellectual property of the Buyer.

15. RoHS, CSFI and RBA

Seller agrees that, it shall make substance compliance declarations according ROHS (Restriction of the use of certain hazardous substances in electrical and electronic equipment) EC Directive 2011/65 and other applicable regulatory requirements.

Seller commits to support the Conflict Free Sourcing Initiative (CSFI) and complies with the international Conflict Minerals Reporting Template (CMRT). Seller agrees to have designed, manufactured and delivered all goods, and all Services provided in compliance with RBA (Responsible Business Alliance) - Code of Conduct and all applicable local laws and regulations.

16. Amendments to the Contract

Amendments and supplements to the contract between the Buyer and the Seller must be in writing. The same shall apply to any waiver of the written form.

17. Applicable Law and Place of Jurisdiction

This Agreement shall be governed by Austrian law with exclusion of CISG and choice of law rules. Any disagreements arising from or in connection with the contract formed between the Buyer and the Seller, which is based on these general conditions of purchase, as well as disagreements in connection with the formation or validity of the general conditions of purchase shall be subject to the exclusive jurisdiction of the competent court for A-6330 Kufstein.

18. Data Protection

According to data protection law, we inform the Lessee that the provided data are stored in our electronic system. This data serves the fulfillment of the contract (Art 6 (1) lit b EU Data Protection Directive) and is stored by us for the duration of the statute of limitation of any claim which might arise from the Agreement, but is not disclosed to third persons unless there has been a breach of contract by the Lessee. The Lessee has the right to information, correction, deletion, restriction, data portability, revocation and objection of all stored data. Therefore, a letter of formal notice has to be sent to our business address.