

**General Terms of Purchase for Agro Forst & Energietechnik GmbH  
(referred to in this document using "principal", "we", "us" or "our")**

**Unless otherwise noted in the order, the following general terms of purchase will apply. General terms of purchase from the customer (also referred to in this document using "you" or "your") are not part of this contract, even if no specific objection is made to them or they are referred to as valid in your order-related written documents (such as an order confirmation or invoice).**

1. Orders and contractual amendments must be in writing to be legally effective. Oral agreements are effective only if we have confirmed them in writing.
2. If the order is based on your cost estimate, its correctness is deemed guaranteed.
3. The prices listed in the order are fixed prices. Unless otherwise agreed, deliveries are understood as free to the place of performance, packaged, insured and loaded. Services based on an hourly rate require our prior approval. A record of hours worked and devices and materials used must be presented to us daily for our written approval. Non-commissioned or unconfirmed services based on an hourly rate will not be remunerated. Even if the bill of quantities provides for a certain number of services based on an hourly rate, this does not entitle you to perform them. If you feel changes are necessary to the agreed scope of delivery and services, you have to let us know as soon as possible by making a follow-up proposal. You may perform the delivery or service in question only after obtaining our express written commission using a follow-up proposal.
4. A delivery or service cannot be effectively taken over unless we have provided our written consent. Every risk will be transferred to us only after the delivery or service has been taken over at the place of performance according to the contract.
5. You will ensure that your personnel and the subcontractors you employ comply with statutory provisions governing the protection of the environment and workers' life and health. The workforce may enter only the areas we have assigned to them. Orders given by our construction and assembly supervisors must be obeyed.
6. You ensure that you will comply with your statutory control obligations regarding the foreigners you or your subcontractors employ as defined by the Foreign Labour Act (Federal Law Gazette No. 218/1975) as amended. Before you begin working, you will present us with complete and appropriate documents (residence permit, work permit, etc.), unsolicited, to prove your compliance with these control obligations. You will hold harmless and indemnify us and our executive bodies and employees against all damages and liabilities resulting from a breach of these obligations.
7. You ensure that the deliveries and services will be state-of-the-art and will comply with statutory provisions. You ensure that the contractual deliveries and services will be free of defects. Unless otherwise regulated in the order, the relevant statutory provisions will apply to the warranty. The warranty claim also covers any defects that arise within the agreed warranty period. You are responsible for proving contractual, defect-free performance. You will bear any costs for dismantling and assembly or other ancillary costs which arise because a defect is remedied. You will remedy all defects which arise during the warranty period, as quickly as possible, or exchange the delivered items for new ones at our discretion. We accept the delivered materials with reservations and without inspecting the goods. We will inspect the goods when we use them at the latest, and the period from delivery to that use will be deemed reasonable if we must provide notice of defect.
8. You will be liable for all damages caused by actions or omissions committed by, or materials or parts used by, you, your personnel, subcontractors or other auxiliary persons and vicarious agents during or because of the delivery or service. You will also be liable for all materials, building components or other objects ceded by us or another company for installation or safekeeping. In any case, you will prove that you or your personnel, subcontractors or other auxiliary persons and vicarious agents were not at fault. This applies to slight or gross negligence. You will indemnify us and hold us harmless on first request against any claim which a worker or third party asserts against us because of damage occurring during the fulfilment of the contract.
9. You will take out appropriate liability insurance at your expense which covers all liability risks arising from the statutory provisions or the contract. That coverage must also include your personnel, subcontractors or other auxiliary persons and vicarious agents you have employed to help you fulfil the contract.
10. Invoices must include the order number and must be sent in single copy by e-mail to [invoices@agro-ft.at](mailto:invoices@agro-ft.at) or by post to the invoice address listed in the order. The invoice must comply with the tax provisions, especially by specifying the VAT ID number and VAT separately. We may reject invoices that do not fulfil these requirements, and they will not become due for payment. Invoicing will be permitted only after the delivery or service has been taken over according to the contract. The payment deadline will be worked out after the invoices and all documents associated with the delivery or service have been received at the invoice address listed in the order. Unless otherwise regulated, total invoicing is permitted only after the contract has been completely fulfilled even if that contract is for partial deliveries or services. Payments are made once per week, always on Wednesday, and include only the invoices which became due during the previous week. Payments made in compliance with this payment run are deemed to have been made on time for agreed discount deductions, rebates, etc., and do not trigger any consequences of default due to exceeding the payment deadline. If we default in payment, default interest pursuant to § 1000 (1) last half-paragraph of the ABGB (Austrian Civil Code) is agreed.
11. Notifications of cession must be directed to our central accounting department in writing (by registered mail; not by fax or e-mail), failing which those notifications will be deemed ineffective, and will take effect on expiry of the second business day after they are received. You expressly acknowledge that such a processing period is reasonable. In the event of a cession, we may charge and retain a fee of 1% of the assigned claims as a fee for processing and keeping records.

12. Your rights of retention are expressly waived as permitted by law. If we are entitled to our own claims, we may offset those claims against yours.
13. You will not disclose any information or documents provided to you (models, drawings, sketches, electronic data, calculations, etc.) of which you become aware through the business relationship. You will protect this information and these documents adequately, use them only to fulfil the contract, and will not make them available to third parties, provided such documents and information are not already known or accessible to the public. When the delivery or service is taken over, documents we have provided must be returned to us in the original and no copies may be retained. You may not publish project-related data or name us as a reference customer without our written consent.
14. You give your express consent that all information from this business transaction may be forwarded to third parties (such as planning firms, facility co-owners, insurance companies, experts, and affiliated companies). We and our affiliated companies are given the transferable rights to use the contractual object anytime and anywhere. These include the right to process the object in any form or using any technical procedure.
15. If you default in executing the contractual service, we may either insist on contractual rendering of the owed service or set a reasonable grace period and declare our withdrawal from the contract in writing if the service is not rendered within that period. Beyond this, you will pay us damage compensation within the scope of statutory provisions. As permitted under the provisions of § 25a and 25b of the Insolvency Code, we may declare our immediate withdrawal from the contract if (1) you become insolvent, over-indebted, or your assets worsen significantly, (2) bankruptcy or composition proceedings are initiated against your assets, or (3) you discontinue payments or (4) you liquidate your company voluntarily or compulsorily. Such a withdrawal will not make us liable to pay damage compensation in any way. We will be so entitled even if the order has been fully or partially fulfilled by one or both parties, provided your guarantee or warranty obligation exists. We will also be entitled to withdraw if a change in over fifty percent of your ownership structure or another de facto change of control occurs. In the case of withdrawal, we will pay you fair compensation only for the deliveries or services you have already rendered, provided we can use them according to the agreed contractual purpose. In no case will we owe more than that proportional remuneration.
16. You may not hire subcontractors or transfer the contract to third parties, in part or in full, unless we give our prior written consent.
17. If packaging material is necessary to execute the contract, you will list your ARA membership (licence number) and prove this on request at any time, or be responsible for disposing of the packaging materials yourself according to the packaging ordinance. You will bear any disadvantages incurred by failing to comply with these conditions.
18. Regarding patents and other protective rights, you guarantee that the delivery will not breach any third-party rights, and will indemnify us and hold us harmless in this respect, including toward third parties.
19. The exclusive place of jurisdiction for both contracting parties is the competent court for commercial matters in St. Paul im Lavanttal. However, we may also sue you in your general place of jurisdiction. Austrian substantive law will apply under exclusion of UNCITRAL commercial laws and the conflict-of-law provisions of international private law. The contractual language is German.
20. Finding individual provisions of these general terms of purchase to be fully or partially invalid or unenforceable will not invalidate their remaining provisions. Instead of the invalid or unenforceable provision, we and you will agree on a regulation that comes closest to what we and you intended with the invalid or unenforceable provision, according to the agreement's purpose and rationale.