

# GENERAL PURCHASING CONDITIONS OF GETZNER TEXTIL AG

## § 1 SCOPE AND APPLICATION

(a) These General Purchasing Conditions (hereinafter: 'Terms') apply to all legal transactions concluded by Getzner Textil AG (hereinafter: 'Getzner'), including in particular purchase contracts, and contracts for works, works performance delivery and service. These Terms also apply if there are changes, restrictions or additions to these contracts, as well as to all supplementary orders.

(b) These Terms apply to all future legal transactions and are valid even if they are not expressly specified as a contractual component in the individual case.

(c) The terms and conditions of the contractual partner or of third parties do not apply and are not accepted by Getzner without the need for them to be rejected. Getzner reserves the right to expressly consent in writing to the terms and conditions of the contractual partner or of third parties in individual cases.

(d) The agreed contractual language for transactions between the contractual parties is English.

## § 2 OFFER

(a) In its offer, the contractual partner shall specify the quantities, as well as the property / quality in accordance with the enquiry made by Getzner with sufficient precision.

(b) Getzner shall not incur any costs as a result of preparing the offer and the related documents. Any assistance provided to the contractual partner with preparing the offer, such as plans, patterns, manufacturer's instructions, samples, etc., remain the property of Getzner and may not be used for other purposes or made available to third parties.

## § 3 ORDER

(a) Orders and subsequent amendments and supplementary orders are binding for Getzner only if they are submitted in writing (letter or email). Verbal agreements become binding only on receipt of written confirmation.

(b) Irrespective of the offers made, contracts will always be concluded on the basis of the content of the orders placed by Getzner in writing.

## § 4 ORDER CONFIRMATION

(a) The contractual partner shall confirm orders without delay, not later than within five working days. Any contractual confirmation that is late or that deviates from the order is deemed to be a new offer and shall require express written acceptance from Getzner.

(b) Getzner reserves the right to revoke its order without giving reason provided the contractual partner has not yet confirmed the order in writing. Getzner reserves the right to withdraw from the order if facts become known after concluding the contract, on the basis of which the contractual partner's ability to deliver can be seriously questioned.

(c) If the contractual partner has already despatched the goods without written order confirmation, Getzner reserves the right to withdraw from the contract against reimbursement of the verified costs incurred.

(d) By confirming the order, the contractual partner declares that the order will be properly fulfilled and that it has all the information and qualifications / authorisations required for its implementation. If details are missing, or in the case of ambiguities or changes, the contractual partner shall notify Getzner in writing without delay.

## § 5 CHANGE OF MATERIALS, DUTY TO INFORM

The contractual partner shall inform Getzner – unprompted and irrespective of further duties to inform – in writing and in advance of changes to the contractually agreed property (e.g. change of materials, fabrics, formulations, manufacturing processes) of the supplied goods. The contractual partner shall provide Getzner with all information and issue new declarations, certificates or confirmations for or regarding the contents.

## § 6 DELIVERY, DELIVERY DEADLINE AND LATE DELIVERY

(a) Deliveries / services are due on the agreed delivery / service dates. The delivery / service dates stated in the order are binding for the contractual partner. If no delivery date is agreed, delivery must be immediately.

(b) Delivery is 'DAP Getzner, Gerberstrasse 4, 6700 Bludenz, Austria' (in accordance with INCOTERMS® in the version valid when concluding the contract). The contractual partner shall ensure that the goods are properly and professionally packaged and in accordance with the carriage provisions of the mode of transport selected such that the delivery arrives with Getzner undamaged. Where applicable, goods for delivery must be packaged in accordance with the current version of the special packaging provisions agreed with Getzner. The contractual partner shall bear the costs and risk for the consequences of defective packaging.

(c) Getzner reserves the right to reject acceptance of an early or late delivery and to return the good at the contractual partner's cost and risk.

(d) Retention of title towards Getzner is excluded under all circumstances. Getzner does not declare its consent to retention of title as a result of accepting a delivery offered subject to retention of title.

(e) Getzner reserves the right to reject partial, short or excess deliveries without giving reason.

(f) If the contractual partner fulfils its obligations late in part or in full, Getzner can insist on fulfilment or withdraw from the contract without setting a grace period.

(g) In the event of default by the contractual partner, Getzner reserves the right to impose a contractual penalty, irrespective of fault, of 1 % for each commenced week, not exceeding 5 % of the order total. The right to claim further damage due to late delivery shall remain expressly unaffected by this provision.

(h) For each week or part thereof during which the contractual partner is in default, the payment term for Getzner shall be extended accordingly.

(i) Unless specified otherwise, the place of fulfilment / service for the delivery or service owed is Getzner's registered office in Bludenz. This shall also apply to any success owed.

(j) The contractual partner shall submit a written declaration in accordance with the requirements of European customs legislation regarding the customs origin of the delivered goods (declaration of origin, [long-term] supplier's declaration, movement certificate, certificate of origin form A, etc.). The declaration must be submitted with handover of the delivery documents at the latest. If Getzner incurs additional costs or damages as a result of non-compliant proof of preference provided by the contractual partner, the contractual partner shall be required to pay compensation.

## § 7 CONDITIONS FOR THE PROVISION OF SERVICE

(a) The contractual partner shall ensure compliance with all statutory requirements connected with the delivery /service.

(b) Prior to the commencement of work, the contractual partner shall ensure that, in the case of secondments or the deployment of subcontractors or (external) personnel, that these individuals have valid residency documents and / or work permits as required to carry out gainful employment. The contractual partner shall verify this in writing to Getzner on request.

(c) On signing the contract / digital acceptance of the offer or order confirmation, the contractual partner (supplier or [personnel] service provider) commits to pay all relevant employment, social insurance and wage tax obligations related to secondments or the deployment of subcontractors or (external) personnel, and to comply with the laws and directives applicable to the contractual relationship, notably the regulations regarding employee protection, environmental protection, data protection and confidentiality. This applies both to the country-specific regulations and the specific regulations in the country of deployment. Any breach of this duty shall be at the expense of the contractual partner and may lead to termination of the contractual relationship. The subsequent forwarding of such costs by the contractual partner is not permitted and is deemed to be fulfilled and settled with the order / conclusion of the contract. Additionally, Getzner expressly reserves the right to assert its own costs, to take recourse of government measures and to claim compensation against the contractual partner.

(d) On request, the contractual partner shall provide evidence of the training provided to its employees and subcontractors with respect to general occupational health and safety, data protection and confidentiality – notably the contents, quality and timing of said training.

(e) To fulfil the conditions of our Corporate Social Responsibility (CSR), the contractual partner shall take all necessary measures and precautions for the protection of international human rights, the abolition of forced labour and child labour, the prevention of discrimination in recruitment and employment, and shall assume responsibility for the environment and prevent corruption when delivering / providing services.

(f) The contractual partner shall take out and maintain (business) liability insurance with a sum insured that corresponds at least to 5 million euro and also at least twice the order value and shall maintain this for at least five years from delivery / provision of services. The contractual partner shall provide evidence of this insurance to Getzner on request.

(g) The contractual partner may involve third parties in the provision of its services, whereby third parties requested by

Getzner shall be given preference. The third party shall be engaged exclusively following prior written consent from Getzner.

(h) Notwithstanding the above provisions, the 'General Provisions for Companies Carrying Out Orders in Our Operations' shall also apply, provided that this has been agreed at the time of commissioning.

(i) Getzner permits its contractual partners to arrange deliveries of work materials needed to fulfil the order directly to the site in Bludenz. In consultation with the contractual partner, Getzner shall accept the delivery of goods and store them free of charge at its site until their use. The contractual partner shall provide details of the delivery promptly and in writing. Getzner will not assume liability for defects / damage of any kind in connection with the delivery of goods or their storage. The contractual partner is solely responsible for inspection of the delivered goods with regard to defects and damage, as well as legally asserting claims in due form and on time.

## § 8 INVOICING AND PAYMENT TERMS

(a) Prerequisite for payment of the invoice is the fully completed delivery / service including all agreed or usually required documents.

(b) All prices are fixed prices and include all costs required for the complete delivery / service. Interim price increases are not accepted by Getzner. Prerequisite for the acknowledgement of invoices is that they state the Getzner order number. All invoices must also fulfil the statutory conditions, notably tax requirements, and will otherwise not be accepted.

(c) The payment term is 14 calendar days with a discount of 3% or 60 calendar days net. The payment term shall start from receipt of invoice, but not earlier than from the agreed delivery date, and in any event only after defect-free and complete delivery / service.

(d) The contractual partner's claims against Getzner may be transferred to third parties or collected by third parties only with express written consent.

## § 9 WARRANTY

(a) The contractual partner warrants that the delivery complies with all agreed and usually required properties and all relevant national and international regulations. The contractual partner warrants that machinery, plant and equipment comply in particular with the specifications and product-specific standards of safety and function and – where agreed – with the 'ISO 50001 – Energy Efficiency Requirements for Suppliers'. The warranty period is at least 24 months unless a longer statutory warranty period applies.

(b) The delivered goods are accepted only subject to reservation. To be able to exercise the guarantee right, Getzner shall give notice of defects within a reasonable period from receipt of goods, in compliance with the statutory obligations of inspection and the duty to notify defects. At Getzner's discretion and within a period set by Getzner, the contractual partner shall initially have the opportunity of rectification or to make a subsequent delivery. If supplementary performance is unsuccessful or not attempted during the period set, Getzner reserves the right to return the defective contractual goods to the contractual partner at the contractual partner's costs and risk, or to apply a reasonable price reduction. In the event of repeated defective delivery of the same goods, Getzner reserves the right of withdrawal, including for the scope of deliveries not yet completed.

(c) In urgent cases, Getzner reserves the right to correct defects itself or through third parties. The costs incurred for this shall be charged to the contractual partner.

(d) The warranty period for hidden defects shall commence only from the time that they become apparent.

(e) Liability exclusions or limitation in respect of defective deliveries / services shall be ineffective against Getzner.

## § 10 FORCE MAJEURE

(a) Where the deliveries / services cannot be provided on time due to unforeseeable circumstances demonstrably beyond the control of the contractual parties (non-culpable business disruption, force majeure, strike, war, official measures, pandemics, etc.), the period for delivery / providing the services

shall be automatically extended by the duration of the disruption and to the extent of its effects.

(b) The contractual parties must inform each other of the existence of such an event without delay and indicate the next possible date for delivery / provision of services.

(c) If delayed delivery / service provision is not reasonable, Getzner reserves the right to withdraw from the contractual relationship without notice.

## § 11 THIRD-PARTY RIGHTS

(a) The contractual partner guarantees that there are no third-party rights attached to its delivery / services, and that no third-party rights are infringed by its delivery / services, so that Getzner can fully process, use and sell the goods / services provided without infringing commercial property rights or other third-party rights.

(b) The contractual partner shall indemnify Getzner against third-party claims arising from any infringement of property rights or other third-party rights in connection with the delivery / services, and shall support Getzner in the defence against third-parties claims to the best of its abilities.

## § 12 DATA PROTECTION, CONFIDENTIALITY AND PROPERTY RIGHTS

(a) The contractual partner undertakes to comply with the applicable data protection regulations of the EU General Data Protection Regulation (GDPR), the EU Directive on the Protection of Trade Secrets, and the associated national legal provisions.

(b) The contractual partner shall treat all business information from Getzner that come to its knowledge, and related commercial and technical information, in strictest confidence, shall take necessary technical and organisational measures and shall permanently maintain confidentiality in respect of third parties. Subcontractors must be bound by the same obligations.

(c) By acknowledging these Terms, the contractual partner also accepts any site security measures at Getzner's locations – notably video surveillance in the on-site areas where this is indicated.

(d) Any use of Getzner's intellectual property, in particular the reproduction, dissemination or publication, even in part, which goes beyond the contractually agreed own use, is prohibited. Getzner reserves all rights and the potential assertion of claims for compensation.

(e) The public use and representation of products and services (as a reference, for example), as well as corporate representations of any kind – digitally embodied or in any other form – requires the express written consent of Getzner.

### **§ 13 APPLICABLE LAW**

Legal transactions with Getzner shall be governed by and construed in accordance with the laws of the Republic of Austria. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods and those of the International Private Law is expressly excluded.

### **§ 14 PLACE OF JURISDICTION**

All disputes arising out of or in connection with legal transactions with Getzner shall exclusively be referred to the court having local and subject-matter jurisdiction at Getzner's registered office in Austria.

### **§ 15 SEVERABILITY**

Should any provision of these Terms or a provision subsequently added to these Terms be or become void or invalid in part or in full, or if there is a gap in these Terms, this shall not affect the validity of the remaining provisions or parts of the partly invalid provision. The void or invalid provision is deemed to have been replaced from the outset by a valid provision or a gap is deemed to have been closed from the outside by a valid provision which closest reflects the economic purpose of what the contractual partners intended or would have intended according to the meaning and purpose of these Terms, had they considered this point when concluding these Terms.

#### **Getzner Textil AG**

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