

1. Applicability of Terms and Conditions of Purchase

1.1. The following Terms and Conditions of Purchase and Delivery apply to all contracts, deliveries and other services, unless expressly determined otherwise, between the companies of the WOJNAR Group (affiliated companies in terms of Section 189a of the Austrian Commercial Code (UGB), as amended) as a buyer or principal (hereinafter WOJNAR) and any company which performs a contract and provides deliveries or other services as a seller, supplier or contractor (hereinafter the supplier) under the present General Terms and Conditions of Purchase and Delivery.

1.2. Amendments and supplements as well as divergent terms and conditions of business of the supplier, irrespective of their type, in particular, the provisions mentioned by the supplier in the offer or order confirmation of the supplier, shall only apply as accepted if WOJNAR expressly and explicitly recognises them in writing. Silence does not constitute any declaration. Likewise, the acceptance of deliveries or services or the payment thereof does not mean that the terms and conditions of sale of the supplier have been accepted.

1.3. These Terms and Conditions of Purchase shall apply until they are amended for all further orders, even if no separate reference is made to them.

1.4. The supplier acknowledges that employees and third parties used by WOJNAR are not authorised to make commitments of any kind (in particular, ancillary agreements, reservations, amendments or supplements) for WOJNAR. These require a written consent by WOJNAR to be valid.

2. Offers, samples

2.1. The offers submitted by suppliers are free of charge for WOJNAR and they do not form a basis for an obligation of any kind, even if the offer is submitted upon demand or request by WOJNAR.

2.2. The supplier must strictly adhere to the request of WOJNAR when submitting their offer and must clearly indicate any divergences. Offer documents are not returned. In any case, samples must be provided to WOJNAR free of charge.

Version:	4.04
Erstellt:	Version: 1
	NW:
Gepüft	19.06.23
	QM-Leitung:
Freigegeben:	20.06.23
	NW:
Seite:	23.06.23
	2 von
	13

3. Order

3.1.Orders, deals and their amendments and supplements must be in writing. It is permitted to send them by fax or e-mail. The orders or their amendments and supplements submitted verbally or by phone or video chat must be expressly confirmed by WOJNAR in writing to be valid.

3.2.All correspondence of the supplier must include the relevant order number and ordering department of WOJNAR. Deliveries, messages, invoices, etc. without this information are considered as not received.

4. Prices

4.1.The agreed prices and fixed prices, excluding VAT which include all expenses of the supplier incurred in relation to the performance and delivery of the service. Unless the order includes any other regulations, DDP named place of destination WOJNAR (Incoterms 2020) shall apply as pricing terms. The agreed prices include, in particular, all costs of transport, insurance, packaging, tax, customs and charges related to the deliveries and services of the supplier. WOJNAR bears only the costs which are expressly mentioned in the order as the obligation of WOJNAR. The terms of the main order shall apply to any order extensions and amendments to the order and the spare parts orders.

4.2.Price changes to the detriment of WOJNAR must be disclosed in writing at least 3 months in advance.

5. Terms of payment

5.1.Invoices must be issued after the goods are sent, including the information about the delivery note number and delivery date. Copies of invoices and partial invoices must be marked as such. In the case of international deliveries within the EU, the VAT number of both contractual partners must be mentioned. The content of all invoices must fully comply with the legal regulations of the Austrian VAT Tax Act (UStG) (in particular, Section 11 of the VAT Tax Act.

5.2.Invoices which have formal, legal, content-related or calculation defects or errors, do not form the basis for any payment until they are corrected in consultation with WOJNAR and can be returned by WOJNAR within the payment period, in the case

	4.04
Version:	Version: 1
Erstellt:	NW: 19.06.23
Gepüft	QM-Leitung: 20.06.23
Freigegeben:	NW: 23.06.23
Seite:	3 von 13

of serious defects. In this case, the payment period runs from the receipt of the corrected invoice. In the case of defective service, WOJNAR has the right to retain the payment in full until the proper performance, and it can do so without losing the rebates, discounts or similar preferential terms of payment.

5.3. Payments by WOJNAR are made to the beneficiary bank mentioned in the invoice. The bank data, including the IBAN and BIC codes, must be mentioned in all invoices.

5.4. WOJNAR has the right to offset its liabilities or receivables towards the supplier against the receivables from the supplier, even if WOJNAR's receivables from the supplier have not been invoiced as payable yet. The supplier has no right to offset its receivables from WOJNAR against the liabilities to WOJNAR. The assignment and factoring of liabilities which are incurred as a result of deliveries and services to WOJNAR is not permitted without a written consent of WOJNAR.

5.5. In any case, the payment does not mean the acceptance of the delivery as proper and thus, WOJNAR's waiver of the claims it is entitled to. These must be satisfied by the warranty, guarantee or compensation, in the case of defect.

6. Delivery, shipment and packaging

6.1. The delivery must comply with the order or the requirements of WOJNAR in relation to the execution, content (delivery date or delivery period and determined place of delivery), scope and distribution in the case of partial deliveries. Divergences from the above are permitted only upon prior written consent of WOJNAR. In particular, the supplier does not have the right to transfer its contractual obligations, even partially, to subcontractors or third parties of any kind, without a prior written consent of WOJNAR. Also in the case, that WOJNAR grants such consent, the supplier remains fully liable for the performance of its contractual obligations towards WOJNAR.

6.2. All deliveries must be accompanied by a fully completed delivery note with exact information about the order data.

6.3. If partial, remaining or sample deliveries are permitted, they must be marked as such.

6.4. The delivery address and the delivery time mentioned in the order are binding. Advance or partial deliveries as well as excess and shortage quantities are only

possible with a prior consent of WOJNAR. Additional costs resulting from the above are borne by the supplier. The goods will not be accepted by WOJNAR, if they visibly do not correspond to the specifications or the order. All deliveries are considered as accepted with reservation as regards their compliance. WOJNAR has no obligation whatsoever to check anything beyond the correct quantity against the information of the supplier.

6.5.The delivered goods must be packaged professionally and as customary in the trade. If containers and pallets are used, they are delivered in standard units, pallets and containers are returned or exchanged at the cost and risk of the supplier. If during the acceptance of goods, it is not otherwise determined in writing by WOJNAR, the delivered units are exchanged.

6.6.What is determined by WOJNAR is decisive for establishing the weight and amount of the delivered goods.

6.7.The supplier must properly and timely submit the relevant movement certificates, if applicable, properly issued certificates of origin, other certificates and documents for the goods which comply with the Austrian laws and regulations (in particular, the EU directives and EU regulations). The supplier must indemnify and hold WOJNAR harmless against the damages incurred due to a failure to comply with the shipment regulations and/or improper submission of the above-mentioned evidence and documents.

6.8.The supplier must comply with the provisions and regulations (ÖNORMEN, DIN, etc.) which specifically apply to the respective order.

6.9.The supplier must deliver the goods which are marked by the "best before" date or "use by" date to the agreed place of destination at the time that at least allows for the expressly agreed or standard remaining period.

6.10.COD shipment are not accepted.

7. Delivery date and delivery delay

7.1.Agreed delivery periods and dates must be precisely complied with. The goods are accepted, unless it has been otherwise agreed in writing, Monday to Thursday from 6am to 2pm, Fridays from 6am to noon.

7.2.The delivery dates indicated on the order by WOJNAR apply as fixed.

7.3.As soon as the supplier realises that the agreed delivery periods and delivery dates cannot be met, the supplier must immediately notify WOJNAR in writing thereof, mentioning the grounds and the envisaged period of the delay. The supplier must introduce all suitable measures at its own cost to keep the number of delays as low as possible and notify WOJNAR in writing thereof. The right of WOJNAR to withdraw from the contract in part or in whole remains unaffected by the above.

7.4.If the supplier delays the delivery, WOJNAR has the right, at its own discretion, to demand performance of the contract and compensation for the delay damages or to withdraw from the contract without setting a reasonable remedy period and demand compensation of damages due to the lack of performance. Further, WOJNAR has the right to make covering purchases at the cost of the supplier.

7.5.If the supplier is responsible for the delay, a contractual penalty of 0.5% per each started day of delay, a maximum of 30% of the total value of the delayed order, is further agreed. Any damages exceeding the contractual penalty must also be compensated.

8. Assumption of risk, transfer of ownership

8.1.As for the assumption of risk, the provisions of Incoterms 2020 DDP named place of destination WOJNAR are decisive.

8.2.The ownership of the delivered goods is transferred to WOJNAR, with concurrent payment of the purchase price. An extended retention of title (e.g., prolonged retention of title with advance assignment and current account or group retention) is not recognised by WOJNAR. Rights to retention and ownership by way of security are not recognised by WOJNAR without any exceptions.

9. Means of production and documents

9.1.Means of production and documents that WOJNAR provides to the supplier remain exclusive property of WOJNAR and WOJNAR can freely dispose of them.

9.2.The supplier must use the means of production and documents owned by WOJNAR only for the purpose of performing the contracts of WOJNAR and must carefully store, maintain, service, replace them when they are used up and insure them against any damages at its own cost.

9.3.The means of production and documents owned by WOJNAR must be treated with strict confidentiality and cannot be made available or transferred to persons outside the company or third parties, or used for any other purpose than the agreed one. As soon as those items are no longer required for the performance of the order, they must be returned to WOJNAR at the cost and risk of the supplier after the relevant delivery is completed.

9.4.These regulations also apply to the means of production or documents which were made available to the supplier to prepare the offer. They must then be returned in full when the offer has been prepared.

10. Insurance

10.1.The supplier confirms that a business liability insurance policy and insurance policies of recognised and solvent insurance companies have been concluded which include, in particular, the cover of any claims based on the product liability for material and personal damages, claims based on injuries to third parties and recall liability as well as transport insurance cover. Upon request, the supplier will submit the relevant insurance confirmation to WOJNAR. The verification or failure to make the request for the insurance evidence by WOJNAR does not constitute a waiver of the said insurance obligation of the supplier, under any circumstances. If due to the order or contractual deliveries or services, an insurance event occurs, WOJNAR and the supplier have a mutual obligation to inform each other about all circumstances and incidents related to the insurance event.

11. Guarantee and warranty

11.1.The supplier guarantees that the performance of delivery or service compliant with the contract have got expressly specified, otherwise ensured or generally to be expected features and comply with the applicable provisions and standards, in particular, as regards the regulations applicable within the European Union.

11.2.In the case of delivery of foodstuffs (raw materials, processed products) the supplier guarantees that these meet the criteria of the International Featured Standard Food (IFS Food) in the version applicable or published at the time of contract performance or the criteria of the BRC or the FSSC 22000. The supplier guarantees that the delivered goods are micro-biologically in a non-hazardous

condition and they do not include any prohibited or physiologically harmful substances and/or no declarable substances which have not been declared. Moreover, the supplier guarantees that the delivered goods are not genetically modified organisms or include such, and they have not been obtained from the genetically modified organisms.

- 11.3. Further, the supplier guarantees that its delivery or service corresponds to the specific need and complies with the information included in the user manuals, brochures, etc.
- 11.4. Upon the request of WOJNAR, the supplier must provide free of charge, the certificates, reports, evidence, in particular, as regards legal compliance, issued by accredited centres within the reasonable period. If WOJNAR must commission such evidence itself, the supplier shall bear the costs. This applies, in particular, to all evidence and expenses in the case of non-compliance of the delivery.
- 11.5. The warranty period complies with the legal regulations, unless a divergent warranty period has been specifically agreed in writing and starts to run from the legally effective actual acceptance of the goods.
- 11.6. The warranty period of the supplier concerns all goods it delivered, even if they or their parts have not been produced by the supplier. Each time the defects are removed and the removal is attempted by the supplier, the said period starts to run from the beginning. If defects occur in the same or different parts of the delivered goods within the warranty period despite the replacement delivery, the supplier must also remove the cause of defects by suitable measures, such as change of the production processes, structure of goods, etc.
- 11.7. The warranty period stops upon each written defect complaint. The supplier waives the objection to late defect complaints. The obligation of defect complaints pursuant to Section 377 and the following sections of the Austrian Commercial Code (UGB) is expressly excluded here. Defect complaints can be filed at any time until the end of the warranty period.
- 11.8. If goods are defective, WOJNAR can immediately demand, even in the case of minor defects, a replacement delivery, repair or price reduction and compensation of damages instead of improvement, at its own discretion. Defects must be removed immediately upon the request by WOJNAR. Defects must be removed, if necessary, in compliance with the labour law regulations, in multi-shift operation, by overtime work or weekend work.

Version:	4.04
Erstellt:	Version: 1
	NW:
Gepüft	19.06.23
	QM-Leitung:
Freigegeben:	20.06.23
	NW:
Seite:	23.06.23
	8 von
	13

11.9.If the supplier fails to meet or properly meet the request of WOJNAR by replacement delivery, repair, price reduction or compensation for damages within the set period, WOJNAR can withdraw from the contract.

11.10.In urgent cases, upon risk of delay, if repair and/or additional delivery is refused, WOJNAR has the right to have the defects removed at the cost of the supplier, without prejudice to further liability of the supplier.

11.11.If the defect is traced to the circumstance attributable to the supplier or the delivered goods do not have the guaranteed feature, the supplier is also liable for consequential losses which result from the use of its goods or its works. The supplier indemnifies WOJNAR against the third-party claims originating from the above.

11.12.If necessary, WOJNAR has the right to inspect the supplier or its subcontractors, sub-suppliers or third parties of any kind which the supplier involves in the performance of the contract, and the supplier must grant access to the relevant business premises for this purpose to WOJNAR upon request. The supplier shall transfer this right to its subcontractors, sub-suppliers and third parties.

12. Liability

12.1.The supplier bears unlimited liability within the framework of the legal regulations for its own faults and the faults of its vicarious agents based on Sections 1313a and 1315 of the Austrian General Terms and Conditions Act (ABGB).

12.2.WOJNAR bears liability to the supplier only for deliberate acts, unless mandatory legal regulations determine further liability.

12.3.The supplier indemnifies and holds WOJNAR harmless against third-party claims which are attributable to the defects of its goods. If claims are asserted by third parties, the supplier undertakes to provide WOJNAR with information required to defend such claims, and undertakes to join the litigation as an intervening party on WOJNAR's side, upon the latter's request.

12.4.If WOJNAR is held liable based on the assertion of claims resulting from product liability by a customer or other third party, the supplier undertakes to indemnify and hold WOJNAR harmless, if the damages result from the defects in the goods of the supplier or its sub-suppliers. The supplier undertakes to provide WOJNAR with all information which is relevant to the delivery of the defective goods

	4.04
Version:	Version: 1
Erstellt:	NW: 19.06.23
Gepüft	QM-Leitung: 20.06.23
Freigegeben:	NW: 23.06.23
Seite:	9 von 13

(warning instructions, approval regulations, etc.) If the supplier subsequently discovers the circumstances which can form basis for the product defect in terms of the Austrian Product Liability Act, the supplier undertakes to immediately notify WOJNAR thereof. Limitations of any kind resulting from the Product Liability Act obligations for the supplier and limitations of any kind which entitle the supplier to compensation claims pursuant to this Act or other regulations are excluded.

12.5.WOJNAR has the right to return the goods, if it has been officially warned against their purchase or use due the risk for health or safety based on the complaint of authorities. The right to return is valid for the period of one month after the official warning and the supplier must indemnify and hold WOJNAR harmless against all expenses related to the above.

12.6.Every twelve months, the supplier commissions an inspection of each product type related to substantial marketability (including pesticides and heavy metals) and correct marking (the supplier assumes the costs). The inspection must be performed by an authorised and accredited research institute/laboratory. The expert opinions are sent to WOJNAR. To ensure the product conformity, an inspection of the original product from a series production and the control of the declaration of one real packaging is an obligation.

13. Industrial property rights

13.1.The title and exclusive right to use the documents, data, information and know-how provided to the supplier by WOJNAR remain the property of WOJNAR.

13.2.The supplier indemnifies and holds WOJNAR harmless against any disputes, in particular as regards, patents, trademarks, samples, copyrights or other industrial property rights of third parties in Austria or abroad which arise due to the delivered goods or their use.

13.3.WOJNAR has the right to publish the work results of the supplier in part or in whole, if they have been created exclusively for WOJNAR. The publication of such work results and the use of such work results to the benefit of third parties by the supplier is permitted, only with a prior consent by WOJNAR.

14. Force majeure

14.1. Disruptions of performance depending on the force majeure, such as labour disputes, operational disruptions beyond one's control, unrest, uprisings and riots, epidemic and pandemic and other unavoidable events do not give the right to WOJNAR or the supplier to assert the claims of any kind.

14.2. If events of force majeure lead to the limitation or stoppage of production of WOJNAR or they impede the off-site transport of goods or acceptance of the products manufactured by WOJNAR, WOJNAR is exempt from the obligation to accept and pay for the period and within the scope of the effects of such disruptions. If necessary, the supplier stores the goods at its own cost and risk until they are accepted by WOJNAR or their buyer.

14.3. Dates and periods which cannot be met due to the occurrence of force majeure, are prolonged for the period of the effects of the force majeure.

14.4. In the case of force majeure, the supplier must make all efforts to remove or reduce the obstacles and foreseeable damages and regularly notify WOJNAR thereof.

14.5. If the case of force majeure continues for more than 4 weeks, WOJNAR can withdraw from the contract in part or in whole.

15. Assignment, pledge

15.1. The supplier can assign or pledge its rights resulting from this contract in part or in whole to third parties, only with a prior, written consent of WOJNAR.

16. Confidentiality and data protection

16.1. The supplier must preserve the confidentiality of all technical and commercial information disclosed to it in the context of this contractual relationship. In particular, "confidential information" must be kept secret. Confidential information includes, irrespective if it refers to WOJNAR, affiliated companies of WOJNAR or contractual and business partners of WOJNAR, in particular, all information, data, documents, drawings, samples, commercial and operating secrets which are disclosed by WOJNAR to the supplier.

16.2. All confidential information, which WOJNAR has disclosed to the supplier, remains the property of WOJNAR. No rights can be asserted by the supplier as regards the

industrial property right applications due to the knowledge of the confidential information.

16.3.The supplier is only granted an approval with a prior written consent to use the existing business link to WOJAR in the supplier's advertising materials or publications of any kind.

16.4.The supplier bears a joint and several liability with any third party against WOJNAR for any breach of confidentiality, if confidential information was disclosed to the supplier by the third party or vice versa.

16.5.The supplier acknowledges that a breach of confidentiality obligation can cause an immediate and irreparable damage. For each case of breach of the confidentiality obligation by the supplier, the latter shall pay WOJNAR a contractual penalty of EUR 50,000.00, without prejudice to any further claims or legal remedies. If the law permits, the contractual penalty is not subject to any judicial mitigation or verification of adequacy and is irrespective of the damages suffered.

16.6.If the supplier processes personal data for and on behalf of WOJNAR in the context of performing the contract or in the context of making deliveries and/or providing services, the supplier must comply with the applicable legal regulations, in particular, the Austrian Data Protection Act, as amended and the General Data Protection Regulation (GDPR). Accordingly, the supplier must conclude an order processing agreement with WOJNAR pursuant to Art. 28 of the GDPR.

17. Partial invalidity

17.1.If a provision of these General Terms and Conditions of Purchase or other contractual agreements is or becomes invalid or unenforceable, this shall not affect the validity of the other provisions. The parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision which best reflects the economic result of the invalid or unenforceable provision.

18. Compliance

18.1.The supplier undertakes to comply with the VIVATIS code of conduct. The provisions of VIVATIS code of conduct are an integral part of this contractual agreement between the supplier and WOJNAR.

18.2. The supplier acknowledges that it has an obligation to ensure the compliance with these provisions by its employees and subcontractors, sub-suppliers and third parties of any kind which the supplier involves in the performance of the contract. Each case of breach against VIVATIS code of conduct entitles WOJNAR to an immediate termination of all existing agreements with the supplier for good cause.

19. Place of performance and place of jurisdiction

19.1. The place of performance is the place where the goods must be delivered or the service must be performed according to the contract.

19.2. The place of jurisdiction for all mutual claims is Vienna.

20. Applicable law

20.1. Only Austrian substantive law, excluding the conflict of laws rules are applicable to the legal relations between WOJNAR and the supplier. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded, even if the supplier has its seat outside the Republic of Austria.

21. Written form

21.1. Amendments and supplements of these General Terms and Conditions of Purchase and Delivery and other contractual agreements must be in writing to be valid. The same applies to the divergence from the written form requirement.

22. Up-to-date version

22.1. These General Terms and Conditions of Purchase can be found in their currently valid version at www.wojnar.at/kontakt/b2b/



Allgemeine Einkaufsbedingungen Wójnar 06.06.23 EN

Dokument:

4.04

Version:

Version: 1

Erstellt:

NW:

19.06.23

Geprüft

QM-Leitung:

20.06.23

Freigegeben:

NW:

23.06.23

Seite:

13 von

13