

## **General Terms and Conditions of Purchase of WolfVision GmbH**

### **Valid from June 1st, 2024**

For better readability, the simultaneous use of male and female language forms is omitted in these Terms and Conditions of Purchase (General Terms and Conditions of Purchase). The generic masculine is used, meaning both genders are equally implied.

#### **1. Scope and General**

- 1.1 These conditions apply to all orders of WolfVision GmbH and are part of the contracts (framework contracts and individual orders) concluded with the supplier based on such orders. Deviating regulations in the orders of WolfVision take precedence over these General Terms and Conditions of Purchase. These general conditions apply to legal transactions between companies, including the delivery of movable tangible goods along with associated firmware and documentation, and analogously also for the provision of services including related documentation.
- 1.2 The version of our General Terms and Conditions of Purchase valid at the time of the contract is applicable, published on our homepage [www.wolfvision.com](http://www.wolfvision.com)
- 1.3 The General Terms and Conditions of Purchase apply regardless of whether the seller manufactures the goods, the work, or the service themselves or purchases from suppliers.
- 1.4 A mere general reference to the seller's printed or otherwise mechanically reproduced sales conditions does not affect the validity of the General Terms and Conditions of Purchase.
- 1.5 Opposing, deviating, or supplementary conditions of the seller are hereby expressly contradicted. They only become part of the contract to the extent that we expressly agree with them in writing. This consent requirement applies in every case.
- 1.6 These General Terms and Conditions of Purchase also apply to all future contractual relationships, therefore also when they are not explicitly mentioned in supplementary contracts.
- 1.7 Changes to the General Terms and Conditions of Purchase will be communicated to the seller by us and are considered agreed upon if the seller does not object in writing within 14 days.
- 1.8 Our employees are not authorized to make agreements deviating from these General Terms and Conditions of Purchase. Such are only valid if they are expressly and in writing accepted by authorized representatives of our company.

## 2. Contract sequence

The following are considered part of the contract in the following order:

- The written agreement by which the contract is concluded (e.g., contract, order, order confirmation)
- Specifications listed in the order as well as special and general technical conditions (e.g., specifications, samples, etc.)
- These General Terms and Conditions of Purchase
- Any tender and/or offer documents

## 3. Orders

- 3.1 Only written orders placed by us via email or EDI interface are binding on us. Any verbal agreement requires special written confirmation to be legally binding for us.
- 3.2 The seller or contractor waives any objection to any oral side agreements.
- 3.3 We reserve the right to revoke the order if the proper order confirmation is not received within a reasonable period, at the latest within two weeks after the order has been placed. Such revocation is timely if it was sent before receiving the order confirmation.
- 3.4 If there are deviations between the order and the seller's order confirmation, the deviations become part of the contract only after our written confirmation.
- 3.5 Subsequent changes and/or additions to the contract (including a change in the following formal requirements), its termination, and all (other) unilateral declarations of intent provided for or related to the contract or these provisions require written form to be valid.
- 3.6 Our order number must be indicated on order confirmations.

## 4. Offers

- 4.1 Offers and cost estimates are always binding and free of charge. The seller must carefully check all our information and adhere to our specifications, especially regarding the form of electronic offer submission.
- 4.2 The offer of the seller or contractor does not create any obligations for us.
- 4.3 The offer must name all subcontractors and services to be awarded to subcontractors.
- 4.4 The WolfVision inquiry number must be indicated on offers.

## 5. Prices

- 5.1 The prices mentioned in the order are fixed prices. Price adjustment clauses are not accepted by us unless they are separately negotiated and agreed upon in writing.

- 5.2 Unless otherwise agreed in writing, prices include the costs of packaging, transport, insurance, and other expenses required for delivery to us. The dispatch of orders is at the risk of the seller. Incoterms 2020 DAP for deliveries within the EU; Incoterms 2020 DDP for deliveries outside the EU.
- 5.3 If prices are not agreed upon beforehand, they must be indicated as binding in the order confirmation. The right to object or withdraw remains reserved.

## 6. Invoicing

- 6.1 The invoice must be clearly assignable to the order and be marked with our order number, and after delivery or service, be sent to the invoice address specified in the order. Invoicing must be done via [purchase@wolfvision.com](mailto:purchase@wolfvision.com). Postal invoices should be avoided.
- 6.2 Invoices for partial deliveries/services must be marked "Partial Delivery Invoice" or "Partial Service Invoice," final invoices with the mark "Remaining Delivery Invoice" or "Remaining Service Invoice."
- 6.3 Each invoice must show separately the legally owed VAT.
- 6.4 Original invoices must not be attached to the goods delivery, except for deliveries from third countries, if necessary for customs clearance.
- 6.5 Invoices that do not comply with these provisions or legal requirements, particularly tax regulations, will not be recognized by us.

## 7. Payment Terms

- 7.1 Payment deadlines, including discount periods, do not start before the proper receipt of the invoice with us.
- 7.2 For deliveries that occur after the receipt of the invoice, the payment period starts only with the receipt of goods.
- 7.3 Invoices are to be paid in simple execution with all associated information and documents after delivery and our legal requirements within 14 days with 3% discount or within 30 days net, from the date of invoice receipt.
- 7.4 Payment of the purchase price does not affect any claims against the seller and does not recognize the correctness of the delivery or service.
- 7.5 In the case of defective performance/delivery, we are entitled to withhold payments in an appropriate amount.
- 7.6 We are entitled to offset claims of the supplier with our counterclaims.

## 8. Delivery

- 8.1 The agreed delivery dates are binding. The receipt of goods at WolfVision is decisive for compliance. If the supplier realizes that an agreed deadline cannot be met for any reason, he must immediately notify the purchaser of this in writing, stating the reasons and the expected duration of the delay.
- 8.2 In case of non-compliance with a delivery date, the supplier is in default without the need for a reminder or request.
- 8.3 WolfVision is not obliged to accept premature deliveries or non-agreed partial deliveries. If early delivery is not returned, the goods will be stored at WolfVision at the expense and risk of the supplier until the delivery date. The payment date is solely the agreed delivery date.
- 8.4 Force majeure and labour disputes release the contracting parties from their performance obligations for the duration of the disturbance. The contracting parties are obliged to provide the necessary information immediately and adapt their obligations to the changed circumstances in good faith.
- 8.5 Each delivery must include a delivery note with the WolfVision order number.
- 8.6 Over- and under-deliveries are allowed within +/- 5%. Quantities deviating from this must be clarified with WolfVision before delivery.
- 8.7 If we are prevented from accepting deliveries through no fault of our own (such as short-time work, business interruption, other business shutdown), we do not fall into default of acceptance. We will inform the seller in advance and arrange a suitable replacement date.
- 8.8 Exceeding a delivery deadline gives us the right to choose either to demand subsequent delivery and compensation for delayed delivery without setting a deadline or to withdraw from the contract and demand compensation for non-performance.
- 8.9 All deliveries must include documents regarding the country of origin of the products, and the corresponding customs tariff number must be communicated on the accompanying papers.
- 8.10 All products delivered to us must fully comply with the common requirements for social compliance and guidelines for handling conflict materials. Our company is committed to ethically responsible action. Accordingly, we ensure that standards regarding working conditions, human rights, and social responsibility are met throughout the supply chain.

## 9. Place of Delivery and Shipping

- 9.1 The place of delivery for shipments, unless otherwise agreed, is A-6833 Klaus.
- 9.2 With each shipment, immediate notification must be made, indicating the estimated delivery time. If deliveries occur at times other than those agreed with us, the seller bears the associated costs, particularly downtime.

- 9.3 If additional expenses or costs of any kind arise due to possible defects in transport documents, the seller must reimburse us.

## **10. Transfer of Risk**

- 10.1 The risk of accidental loss passes to us only after the delivery has been handed over at the location specified in the order or the deliveries and services of the seller have been accepted by us.
- 10.2 The transfer of ownership takes place with the completion of the unloading process at our premises or at the destination specified by us. If the goods are to be accepted by us for deliveries, the transfer of ownership of the delivery takes place with complete acceptance, but at the latest upon payment of the purchase price.

## **11. Reservation of Ownership**

Any reservation of ownership (including extended and prolonged) is expressly rejected.

## **12. Warranty/Guarantee**

- 12.1 The seller guarantees that the goods or the service are free of defects and comply with the agreement with us, particularly the requirements under point 13.3 of these conditions. All goods must comply with relevant technical standards and legal requirements.
- 12.2 The seller must ensure that the goods undergo a sufficient and state-of-the-art outgoing goods inspection before leaving his factory and that defective goods are not delivered. A goods receipt inspection in our house does not take place for this reason.
- 12.3 We check whether the delivery corresponds in quantity and type to the order and whether there are any external transport damages or other recognizable defects. We will immediately report such defects to the seller. Defects discovered later will be complained about within a reasonable period. The seller waives objections to a delayed complaint about defects.
- 12.4 All delivered goods or services that are defective upon delivery, the seller must - without prejudice to other warranty and damage claims - either immediately bring them into a contractually flawless condition at his expense or reimburse us for the costs of eliminating the defects on our part.
- 12.5 The warranty period is 24 months from the complete takeover of the goods, or for deliveries with acceptance only from the acceptance of the delivery, unless a longer statutory requirement exists.
- 12.6 Hidden defects can also be claimed after the warranty period has expired, at the latest within 6 months of recognition.

- 12.7 If defects occur within these warranty periods, we can demand improvement of the goods, exchange of the goods, reduction in price, or withdraw from the contract and also withhold payment proportionally until proper fulfilment.
- 12.8 The improvement or exchange of the goods or services must be carried out within a reasonable period and with as little disruption to our interests, especially operational processes, as possible.
- 12.9 All costs arising from improvement, exchange, reduction in price, or withdrawal from the contract are to be borne by the seller.
- 12.10 If a warranty case occurs and an improvement or exchange is made, the warranty period for the improved or exchanged parts begins anew from the complete takeover or acceptance.
- 12.11 If the seller does not comply with the request for rectification of defects or replacement delivery within 10 working days, we are entitled, after prior notification, to obtain replacement elsewhere. The additional costs incurred as a result are to be borne by the seller.
- 12.12 The obligations arising from warranty and guarantee must be fulfilled by the seller at the location where the item is usually located or where the item was delivered unless this is impossible or unreasonable for technical reasons.
- 12.13 If the delivery of defective goods results in additional costs to us, such as checking stock levels, recalls, installation and removal costs, the seller (regardless of fault) is obliged to compensate.

### **13. Duties of the Seller or Contractor**

- 13.1 The seller is liable, regardless of fault, for consequential damages as well as for damages caused to third parties by a defect in the delivered goods.
- 13.2 The seller is obliged for 10 years after acceptance to immediately provide the address of the manufacturer, importer, previous or supplier of the delivered goods upon request. The seller must also inform us immediately and without being asked, about all new findings and all damage cases in connection with the delivered product range.
- 13.3 The delivered goods must always be up to date and must correspond to the agreed specifications, especially agreed samples and specimens, and have the properties usually assumed for these goods.
- 13.4 If the delivered product can no longer be used due to new findings on our part, the seller must take back the stock of this product at the invoice value.
- 13.5 The seller waives the objection of being exempt from liability as a dealer. If he should have acted as a dealer, the seller undertakes to be liable like his previous seller or the original manufacturer.

- 13.6 The seller is also liable for those material damages that we suffer in the entrepreneurial area.
- 13.7 Insofar as the seller is responsible for a product damage, he is obliged to indemnify and hold us harmless with respect to claims for damages by third parties.
- 13.8 All products delivered to us and their components must comply with all legal regulations, especially the requirements of the REACH Regulation and the RoHS Directive.

#### **14. Property Rights**

- 14.1 The delivered goods must be free of third-party rights. We must be entitled to own and use the delivered goods worldwide and must remain entitled in the future.
- 14.2 If any third-party rights are violated and it is not possible for the seller to obtain the necessary rights for us, we are entitled to withdraw from the contract. The seller assumes liability for all damages that occur to us due to such incidents.

#### **15. Passing on Orders to Third Parties**

Assignments of claims and other transfers of rights of the seller against us require our written consent to be effective.

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#### **17. Force Majeure**

- 17.1 In cases of hindrance to our entrepreneurial activity due to force majeure, we can either completely or partially cancel the contract with the seller or demand execution at a later time, without the seller having any claims against us.
- 17.2 The seller is also released from his obligations if the non-fulfilment is due to reasons of force majeure, provided that these circumstances directly affect the seller's obligations in connection with the order and the seller is prevented from performing not only temporarily despite reasonable efforts.
- 17.3 In the context of this agreement, force majeure is understood to mean fire, flood, earthquake, pandemics, or other unforeseeable events.
- 17.4 The start and the expected duration of the force majeure must be communicated to us immediately upon occurrence or when the future occurrence becomes apparent. If the seller fails to meet this information obligation, he remains liable for the non-performance according to these GTC despite the circumstances.
- 17.5 If the case of force majeure persists with the seller for longer than 10 working days, we are entitled to withdraw completely or partially from the contract, and the seller has no claims against us as a result.

## **18. Termination of the Contract**

- 18.1 We are entitled to terminate the contractual relationship with immediate effect in writing if the seller violates the confidentiality obligation or these General Terms and Conditions and this violation is not remedied despite written notification.
- 18.2 The statutory termination regulations remain unaffected.

## **19. Insurance, Product Liability**

- 19.1 We are entitled to require the seller to provide proof of customary adequate operational and product liability insurance or other evidence to cover any potential claims due to a product defect.
- 19.2 The seller undertakes to assume any recourse claims for product liability in the sense of the Product Liability Act that are directed against us if they fall within the sphere of the seller.

## **20. Data Protection**

- 20.1 We and the buyer are obliged to comply with the provisions of the Data Protection Act (DPA), the General Data Protection Regulation (GDPR), and any other legal confidentiality obligations.
- 20.2 We process the personal data required for contract fulfilment. Detailed data protection information (data protection notice) according to Art 13 ff DS-GVO can be found on the homepage at: <https://wolfvision.com/en/privacy>
- 20.3 The seller is obliged to take all necessary data protection measures, especially those in the sense of the DS-GVO (e.g., obtaining the consent declaration of those affected), so that we can process the personal data for the purpose of the contractual relationship.

## **21. Confidentiality**

- 21.1 The seller undertakes to keep secret all business secrets that become known to him from the business relationship, especially with regard to patents and production methods. Business secrets are, in particular, information that we expressly designate as secret. He must ensure that this confidentiality obligation is also transferred to the employees of his company. The obligation to maintain confidentiality remains in force even after the termination of the contractual relationship.
- 21.2 All offer and project documents may not be duplicated or made accessible to third parties without our consent.

## **22. Jurisdiction/Law Selection/Contract Language**

- 22.1 The exclusive place of jurisdiction for all disputes arising from and in connection with completed orders and these GTC is the competent court in A 6800 Feldkirch.
- 22.2 The contractual relationships are subject to substantive Austrian law, excluding the conflict of laws rules of international private law (e.g., IPRG, Rome I-VO).



22.3 The court language is German.

### 23. Partial Invalidity

If provisions of these General Terms and Conditions are legally ineffective, invalid, and/or void or become so during their duration, this does not affect the legal effectiveness and validity of the remaining provisions. In this case, a legally effective and valid provision is deemed agreed, which in its economic impact corresponds to the replaced provision - as far as possible and legally permissible.

### 24. Compliance

The seller is obliged to establish a compliance system in his company that ensures rule-compliant behaviour of all company members. At our request, the existence and functioning of the system must be demonstrated.

### 25. Final Provisions

- 25.1 All legally binding declarations must be made in writing to the last known address of the respective other contractual partner. If a declaration is sent to the last known written address, it is deemed to have been received by the respective contractual partner.
- 25.2 The designation of the headings chosen for the individual chapters serves solely for clarity and is therefore not to be used for interpretation.

Klaus, June 1st, 2024

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