

GENERAL TERMS AND CONDITIONS OF PURCHASE - „AEB MCI“



I. Applicability

These General Terms and Conditions of Purchase of M.C.I. Metalldecken Produktions-GmbH, hereinafter referred to as "MCI", apply to all orders, agreements, contracts (e.g., for purchase contracts concerning goods, works, deliveries, services) and all business initiations/pre-contractual relationships between MCI and its suppliers, when the suppliers are entrepreneurs.

These General Terms and Conditions of Purchase of MCI, also referred to as "AEB MCI", do not apply to suppliers who are consumers under the laws of MCI. Only those suppliers of MCI who are considered entrepreneurs by MCI are therefore referred to as "suppliers".

The application of the general terms and conditions of suppliers, hereinafter referred to as "AGB SUPPLIER", is excluded, even if no objection is made; unless MCI has expressly agreed to the AGB SUPPLIER or parts thereof in writing, with the scope of application depending on the extent of the written agreement. Any deviation from the General Terms and Conditions of Purchase of MCI or from parts thereof can only occur expressly in writing by MCI.

II. Due Diligence

The supplier is obligated to adequately observe the due diligence and quality standards established in applicable national and/or international laws, regulations (e.g., REACH, CLP regulations), rules, standards, and/or norms; the supplier must particularly consider human rights and environmental due diligence obligations.

This is to ensure the fulfillment of due diligence and quality standards towards MCI and to prevent, minimize, or eliminate human rights and environmental risks. The supplier is also required to make efforts throughout their own supply chain to do the same.

The supplier must implement an appropriate, state-of-the-art, supervised risk management, risk analysis, and quality assurance system with internal responsibilities to achieve the above-mentioned objectives.

The supplier must document and maintain this system with appropriate preventive measures and keep the documentation secure and make it available to MCI upon reasonable request free of charge.

The supplier must ensure that this system is consistently embedded in its business processes and that relevant company departments are regularly trained. Preventive measures and risks must be regularly evaluated and communicated to the relevant departments. In case of violations of due diligence and/or quality standards, appropriate corrective actions must be taken.

III. Binding Nature, Transport, Packaging, Prices, Delivery Location, Incoterms

Offers are binding. The supplier bears the costs and risks of transportation. Prices include freight, packaging, and ancillary costs for delivery, customs cleared

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and imported as per MCI's choice to a location of MCI or MCI's customer. Inco-terms® in their respective version apply otherwise.

IV. Delivery, Delivery Deadlines, Delivery Delay, Risk

Delivery deadlines and/or delivery dates are binding on MCI. The key for meeting the delivery deadline or delivery period is the receipt of the goods, works, or services at the delivery location chosen by MCI, properly packaged, in accordance with the contract, and with all appropriate instructions and accompanying documents, including but not limited to the required supplier declarations, certificates of origin, declarations of substances of very high concern, pre-registration and registration certificates, and safety data sheets for hazardous substances. The transfer of risk to MCI occurs upon receipt of the goods at the location chosen by MCI.

Partial deliveries and/or early deliveries are only allowed with MCI's prior written consent. The same applies to over-delivery. Acceptance of these without reservation does not constitute a waiver of rights or claims by MCI. Any impending delivery delay must be communicated to MCI immediately in writing. In the case of any delivery delay, MCI retains all legal rights and claims without limitation, including the right to withdraw from the contract after a short grace period, typically no more than 14 days. Acceptance of late delivery does not result in a waiver of rights or claims by MCI.

V. Retention of Title

Ownership of the goods/works fully transfers to MCI upon payment, to the extent legally permissible.

VI. Warranty, Damages

The supplier guarantees to deliver the goods, works, and services (hereafter referred to as "contractual object") to MCI free from defects in title and material and to assist MCI regarding due diligence obligations, instructions, and accompanying documents, including during inspections by authorities, at its own cost; particularly by providing information and transmitting documents. The supplier also guarantees that the contractual object complies with the specific agreement, the state of the art, and applicable national and/or international laws, regulations, rules, standards, and/or obligations, including safety, labor protection, accident prevention regulations; that the contractual object and all its components have at least the usual technical service life and are suitable for the expected and common use, delivered with the agreed accessories and required instructions and proper accompanying documents.

If the contractual object is a raw material, the supplier guarantees that this contractual object meets the usual characteristics and usability of such raw material. MCI is not required to examine the contractual object immediately after delivery in accordance with standard business practice.

MCI is only obligated to inspect the contractual object for obvious transport damages and for the outward conformity with the contract based on the packaging and accompanying documents, and to notify the supplier of any defects. If a

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defect becomes apparent later, MCI will notify the supplier within a reasonable time. The supplier is not disadvantaged, particularly if the notification does not reach them.

MCI is entitled to claims for warranty, compensation for damages, and recourse in the event of an error regarding the defect-free condition of the item, without any restrictions. Liability for defects and the consequences of defects does not end before the expiry of the normal technical usage and life expectancy of the contractual item.

In cases of imminent danger, MCI is entitled to carry out or have the defect rectified at the supplier's expense.

The supplier, upon the conclusion of the contract(s)/agreement(s) with MCI, immediately and effectively assigns all claims and rights that the supplier may have against its own sub-suppliers, arising from or in connection with the delivery of a defective contractual item to MCI, to MCI. The supplier further undertakes to support MCI in asserting these claims to the best of its ability, including providing all necessary documents and information for this purpose.

In the event that MCI is held liable for a defective contractual item, particularly in the case of product liability, the supplier is obliged to indemnify MCI from this liability and from all related costs and expenses, provided that the defect in the contractual item caused MCI's liability. MCI's further rights and claims remain unaffected.

VII. Data Protection, Authorization of MCI, Confidentiality Obligations of the Supplier

The data of the supplier and its company related to the business relationship (e.g. name, designation, company, geographical address, addresses, telephone number, fax, email addresses, order, delivery, and invoice addresses, and VAT identification number) as well as other data required for the business relationship, for the fulfillment of the contract, for carrying out pre-contractual measures, for safeguarding legitimate interests, and for fulfilling legal obligations, including - powers of representation, powers of attorney for the supplier, names and business contact details (telephone, email, address), birth dates and functional data of employees, representatives, members of the management, owners of the supplier, business contact details (telephone, email, address), birth date, financial status of the supplier as a natural person, and further data such as contract data, order data, delivery data, invoicing data, profit and loss statements, annual financial statements, asset records, risk assessments, etc. - are processed by MCI, particularly using automated systems.

This data is processed by MCI for the purposes of the business relationship with the supplier, for contract fulfillment, for carrying out pre-contractual measures, for safeguarding legitimate interests, and for fulfilling legal obligations. It may be necessary for this data to also be processed (particularly using automated systems) by another company within the Baustoff + Metall Gesellschaft m.b.H.

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group (MCI's parent company), by processors, suppliers, or freelance agents/authorized representatives.

MCI has obligated its employees to maintain data confidentiality in accordance with Section 6 of the Austrian Data Protection Act (new version). MCI deletes personal data when further processing/storage of the data is no longer required for the purposes for which it was processed. Regarding any deletion and/or correction claims, reference is made to the legal provisions, particularly those for natural persons, under the General Data Protection Regulation (hereinafter "GDPR").

The supplier explicitly authorizes MCI to obtain information about the supplier, particularly regarding the supplier's financial status, from third parties (such as banks and credit protection associations) and to process this data, particularly using automated systems, as previously mentioned. Upon request, the supplier will release any third parties from banking secrecy or confidentiality obligations as necessary. The supplier expressly agrees and explicitly authorizes MCI to transmit any data concerning the supplier, its company, and/or a company affiliated with it to insurance companies, as far as this is necessary for MCI's insurance purposes, to credit protection associations where required to safeguard credit protection interests, and to credit institutions where necessary for assessing MCI's creditor risk.

The supplier agrees that any correspondence, data traffic, and/or data exchange related to the business relationship, contract fulfillment, pre-contractual measures, safeguarding legitimate interests, and/or fulfilling legal obligations may be carried out by MCI (also) via email, messenger services, and similar means.

The supplier, in turn, undertakes to maintain confidentiality regarding information it becomes aware of in connection with the contractual relationship concerning MCI and/or a company affiliated with MCI, unless such information is publicly known or lawfully known to the supplier through other means. This applies in particular to orders placed by MCI and deliveries made to MCI, as well as resulting work, which the supplier must also treat as a trade secret and handle confidentially.

The supplier's obligation of confidentiality also applies to personal data concerning MCI (e.g., employees, shareholders) or third parties, as well as information under Section 38 of the Austrian Banking Act and similar provisions, which the supplier becomes aware of in connection with a contractual relationship with MCI. The supplier must protect all such information and results, particularly from third-party access.

The supplier must comply with the legal provisions on data protection, especially the GDPR. The supplier must also ensure that its employees are bound to data confidentiality in accordance with Section 6 of the Austrian Data Protection Act (new version).

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VIII. Copyright, Inventions, Technical Improvements, Production, Documentation

Plans, designs, sketches, drawings, constructions, system designs, patents, trademarks, models, certificates, test reports, key figures, diagrams, data sets, and other documents and documentation provided by B+M, including in digital form (hereafter collectively referred to as "MCI Documentation"), remain the intellectual property of MCI or other rightful owners. The supplier does not receive any proprietary rights to them, especially no rights of use or exploitation. Copyrights and other protective rights are not transferred to the supplier. The supplier is granted a limited right, revocable at any time by MCI, to use the MCI Documentation for the contractually agreed purpose.

With regard to product developments, including product improvements, technical enhancements, and/or commercially applicable new inventions (hereafter collectively referred to as "Product Developments"), which are made or proposed in the context of a contractual relationship with MCI or in connection with cooperation between the supplier and MCI, all proprietary rights, including the right to apply for protective rights, belong solely to MCI. This applies even if the Product Developments originate, in whole or in part, from the supplier's sphere (e.g., its employees, staff, subcontractors).

The supplier is particularly obligated to ensure that the rights of the individuals within the supplier's sphere are transferred to the supplier and then transferred, free of charge, to MCI. The supplier must also ensure that all necessary declarations by the supplier and/or individuals within the supplier's sphere are made without delay at MCI's request.

The supplier is bound by a confidentiality obligation concerning both MCI Documentation and Product Developments as described in this section. The supplier must ensure that individuals within the supplier's sphere strictly comply with this confidentiality obligation.

If products are manufactured specifically for MCI, the supplier undertakes to sell and deliver these products to MCI according to its needs, particularly when they are products resulting from the above-mentioned Product Developments.

The supplier commits to retaining all documents related to the contractual item for a period of at least 10 years from the delivery of the contractual item, or for the period corresponding to the usual technical usage and life expectancy of the contractual item, whichever is longer. These documents must be made available to MCI at any time, free of charge, upon request.

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IX. Applicable Law, Jurisdiction, Written Form Requirement

Austrian law, excluding the conflict-of-law rules of international private law, applies exclusively to all legal relations between MCI and the supplier.

For all disputes between MCI and the supplier, the courts of Vienna Inner City, which have jurisdiction over commercial matters, shall have exclusive jurisdiction, to the extent permissible.

For the requirement of written form, an email received is also considered as written.

M.C.I. Metalldecken Produktions-GmbH

Status: December 2024