



General Terms and Conditions of Purchase

Version: 1.0 of 01.01.2021

All previous GTCP are hereby rendered invalid.

HAWE Mattro GmbH

Pocherweg 24, 6130 Schwaz AT

General Terms and Conditions of Purchase – (“GTCP”)

1. Scope

Unless expressly otherwise agreed, these General Terms and Conditions of Purchase shall apply to deliveries and services provided by suppliers to HAWE Mattro GmbH, hereinafter referred to as “Mattro”. A supplier’s general terms and conditions that contradict the terms and conditions of Mattro shall only apply if Mattro has expressly agreed to them in writing.

2. Orders

Orders and any changes made to them are only binding if they are issued or confirmed in writing by Mattro. Orders created electronically are also binding without a signature. Any verbal ancillary agreements shall be considered to be invalid. Suppliers are to consider all aspects of orders to be trade secrets and to treat these as strictly confidential. Suppliers shall be liable for all losses incurred by Mattro due to any breach of this obligation. Suppliers shall confirm orders within a reasonable timeframe of 3 days at the latest. The same applies to any changes to an order. Once this deadline has passed, Mattro shall be entitled to cancel orders or any changes to them; suppliers shall have no right to claim in this connection. Any other arrangements between suppliers and Mattro must be made in writing.

3. Completion of orders

Until an order has been completed in full, Mattro is entitled to request, at its own expense, changes to the nature, form of delivery or delivery date of an ordered item or ordered service. Suppliers may only award subcontracts and part contracts for work with Mattro’s prior written consent, unless the order concerns standard items. Mattro’s prior written consent must also be obtained by suppliers if changes are made to manufacturing processes.



4. Delivery

The agreed delivery deadlines are binding. In the event of circumstances arising that prevent the delivery or service being completed by deadline, suppliers shall immediately inform Mattro, initially by telephone and then in writing, stating the reasons for the delay. Deliveries are to be made DDP to the recipient of the goods or services at the risk of the supplier.

5. Shipping

Goods are to be shipped in accordance with Mattro 's instructions. Partial deliveries are to be identified as such in delivery notes; these are only permitted following prior consultation with Mattro . Shipping documents (delivery notes etc.) must contain all the order data (Mattro order number and part number) and be sent together with the goods. Any serial numbers/batch numbers must be shown on delivery notes. All shipping documents (documentation, certificates, authorisations etc.) are to be included with the shipment or sent by post together with the full order information when the goods are dispatched at the latest. By prior arrangement, the documents may be sent by email to einkauf@hawe-mattro.com.

6. Packaging

Packaging must conform to current standards unless otherwise instructed by Mattro. Mattro reserves the right, at the expense of the supplier, to dispose of any packaging that does not comply with current standards or our instructions or return it to the supplier. The goods must be protected at all times during transport and any subsequent storage. Suppliers must ensure that packaging is environmentally friendly. Mattro reserves the right to return any reusable packaging for which it has paid at supplier's expense and receive a credit for this. If reusable packaging is employed, suppliers shall provide this on a loan basis. This packaging shall be returned at the supplier's expense and risk. If, in exceptional circumstances, Mattro expressly agrees to accept the packaging costs, these shall be invoiced at a verifiable cost price. Packaging costs must be included in the overall fixed price.

7. Deadlines, failure to observe deadlines

Agreed deadlines for deliveries and services are binding. If delays are to be expected or have occurred, suppliers shall notify Mattro of this in writing (and beforehand by telephone) without delay. If suppliers fail to meet delivery deadlines due to circumstances for which they are responsible, or if there is significant delay to delivery for the same reason, Mattro shall be entitled, without prejudice to any further legal claims, to withdraw from the contract or demand compensation for non-performance. Mattro is also entitled to withdraw from contracts even if suppliers are not responsible for the delay. Mattro reserves the right to demand an agreed contractual penalty due to non-fulfilment (Section 1336 of the Austrian Civil Code - ABGB) prior to making final payment.



8. Prices

The prices are fixed prices. Price changes during the term of the contract must be made by mutual agreement and confirmed in writing. They include all expenses in connection with the deliveries and services to be provided by the supplier.

9. Invoicing

The prices quoted are fixed prices. Price changes during the term of the contract must be agreed and approved by both parties and confirmed in writing. Quoted prices must cover all expenditure related to the deliveries and services to be provided by suppliers.

10. Payment

Payment terms will be negotiated, defined and confirmed with suppliers (contractual partners). Unless otherwise agreed, the payment terms shall be 14 days, 3% cash discount, 30 days net, based on the due date and receipt of an invoice in each case. Mattro is only obligated to pay for deliveries/services that conform in full to order details. The date of payment shall be the date on which the corresponding amount is credited to the nominated bank account.

Payments do not constitute acknowledgement of a delivery or service. In the event of the supply of an incorrect or incomplete delivery or service Mattro is entitled, without prejudice to its other rights, to withhold payment of claims arising from the business relationship to an appropriate extent until the delivery or service has been correctly completed.

11. References, safety, environmental protection

Deliveries and services provided by suppliers must comply with all Austrian legal provisions and standards, including laws and regulations relating to hazardous substances (particularly the Chemicals Act [ChemG], the Workers Protection Act [ASchG] etc.), the Ordinance Regulating the Handling of Waste Electrical Equipment [EAG-VO] (incl. the WEEE & RoHS regulations), and the safety guidelines issued by the relevant Austrian specialist committees and associations (ÖNORM, Austrian Association for Electrical Engineering, OVE). Relevant certificates, test reports and supporting documents (particularly material test certificates) are to be sent free of charge with shipments. When providing deliveries and services, suppliers are solely responsible for complying with accident prevention regulations. Any necessary protective equipment and instructions from the manufacturer are to be supplied with the goods free of charge.

12. Transfer of risk, acceptance, ownership

Regardless of the agreed pricing, the risk will be transferred

- On receipt by Mattro at the specified delivery address for deliveries that do not require installation or assembly
- On successful final acceptance by Mattro for deliveries that require installation or assembly



Commissioning or use of a delivery will not represent a confirmation of acceptance on our part. Ownership of the supplied goods shall be transferred to Mattro on receipt of payment. Suppliers do not have the right to retention of title beyond this point in time or to any enhanced form of retention of title.

13. Liability for material defects

The delivery/service is to be provided in a usable and functional condition and in conformity with the contractually stipulated purpose and all official regulations, technical regulations and guidelines that apply to the delivery/service.

Mattro is entitled to full warranty cover as specified by law. Mattro can decide, at its own discretion, whether to make suppliers remedy any faults or provide replacements. In urgent cases, or if a supplier defaults, Mattro will be entitled to remedy the fault at the supplier's expense.

Unless otherwise agreed in writing, the warranty cover shall end 24 months after the definitive final inspection of the delivered item at the earliest.

Notices of defects (Section 377 of the Austrian Company Code [UBG]) shall be deemed to have been issued in a timely manner if externally visible defects are reported within two weeks of receipt of the delivery/service, and other defects are reported within two weeks of being discovered by Mattro or of notification of Mattro of such defects by a third party.

Suppliers shall rectify any defects to ordered items by means of remedial action and/or provision of a replacement delivery and shall bear all costs incurred, in particular material and labour costs, transport and travel costs to the place where the ordered item is to be used and, if applicable, the costs of disassembly and new assembly. In addition to a notification of defects, Mattro will also issue a complaints report. Suppliers must respond to complaints within 14 days.

Furthermore, any deviations from statutory provisions that relate to compensation or warranties, such as changes to the allocation of the burden of proof, shortening of deadlines and the like must be expressly authorised in writing by Mattro in each individual case or shall otherwise be considered invalid. Any exclusion of the right of recourse per Section 933b ABGB will not be accepted and will not be authorised.

14. Technical documents, drawings, tools, means of production

All drawings, sketches and calculations supplied by Mattro at contract begin to suppliers to enable these to submit offers and complete orders, or generated by suppliers on our behalf shall remain the property of Mattro. They may not be used by suppliers for other purposes, copied or made available to third parties. They must be returned at the request of Mattro on completion of an order or on termination of the contract at the latest. Mattro shall retain the industrial property rights to all drawings, documents, tools and means of production released to suppliers.

15. Provision of materials

Materials provided by Mattro shall remain its property and are to be stored by suppliers free of charge and with the necessary due diligence. Suppliers must store these materials separately from other items and identify these materials as the property of Mattro. These materials may only be



used in connection with the completion of orders from Mattro. Any damaged provided materials must be replaced by suppliers.

16. Confidentiality

Suppliers undertake to treat all non-public commercial and technical details revealed to them through the business relationship as strictly confidential and will not disclose these to unauthorised third parties. Prior written authorisation must be obtained from Mattro before commencement of manufacturing of Mattro products for third parties, the display of products specially manufactured for Mattro (particularly those manufactured on the basis of Mattro 's plans, drawings or other special stipulations), disclosure of information on orders and services and referral to Mattro orders in dealings with third parties.

17. Place of performance

The place of performance for all ordered deliveries/services is the address of the recipient of the goods/services. Schwaz is the place of performance for all payments.

18. Place of jurisdiction

Place of jurisdiction for all legal disputes is Schwaz, Austria. However, Mattro is also entitled to

19. Assignment

A supply contract concluded with a supplier may not be transferred to third parties without Mattro's prior written authorisation.

20. General provisions

Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods and its reference standards, shall apply to delivery contracts and their performance. If individual provisions of these General Conditions and Terms of Purchase are or become ineffective, this shall have no effect on the validity of the remaining provisions.