

- 1 Scope of application
 - 1.1 These Purchasing Conditions are applicable to the transactions of KLAMPFER Holding GmbH, those of its subsidiaries and those of its associated companies, hereinafter referred to as "KLAMPFER".
 - 1.2 These Purchasing Conditions are a crucial & cardinal constituent of our orders and of each purchasing agreement – even if this fact is not expressly negotiated. Any Conditions to different effect shall apply only if the respective deviations have been expressly acknowledged and/or negotiated in writing. In no event should the absence of comment, the fact of payment or the fact of acceptance, on our part, of supplies & services, be interpreted as our acknowledgement of Conditions to different effect.
 - 1.3 The trading partners of KLAMPFER (hereinafter called "Suppliers") accept that even if their terms of business are applied, KLAMPFER's Purchasing Conditions shall take precedence.
 - 1.4 These Purchasing Conditions shall be applicable to all orders for work agreements (services together with supplies) or to service agreements, as the priority, and as an extension to the applicable legal situation for corporate business and in respect of ÖNORM (= AUSTRIAN STANDARD) B2110:2013; and in the case of orders for supplies, they shall take precedence as an extension to the applicable legal situation for corporate business.
 - 1.5 In the case of a well-established business connection, any orders issued subsequently – including verbally – shall be deemed issued subject to these Purchasing Conditions of KLAMPFER even if this fact is not expressly referred to.
- 2 Offers to KLAMPFER
 - 2.1 In all events, unless a ruling to expressly different effect has been issued by KLAMPFER and confirmed in writing, any offers or cost estimates submitted to KLAMPFER shall be binding but free of charge to KLAMPFER. The Supplier shall be bound to its offer for at least six months after it has reached KLAMPFER.
 - 2.2 If KLAMPFER has attached – together with its request for quotation – a timeframe plan, dates or deadlines for supplies/completion, then the Supplier, upon submitting an offer, shall confirm that it holds capacities adequate for the prompt fulfilment of supplies and/or services.
 - 2.3 Any of the Supplier's reservations and deviations (in its offer) from our enquiries, must be specifically indicated by the Supplier and unmistakably highlighted as distinct from the rest of the content of its offer. KLAMPFER shall be entitled, in the event of any non-approved deviations from the order, not to accept the goods or to require a corresponding reduction in price.
 - 2.4 Upon submitting an offer to KLAMPFER, the Supplier is deemed to have confirmed the corresponding requirements and any topographical issues applicable, and further deemed to have examined all matters relevant to the configuration of pricing. Should any doubts or reservations arise in respect of our requirements – and arising for whatsoever reasons – then this must be expressly indicated by the Supplier in its offer. Consequently, no errors of calculation may be invoked in relation to KLAMPFER.
 - 2.5 The Supplier declares that – in any other instance of obligation to provide compensation – there is no reservation (not even with third parties) of ownership whatsoever over the supplied goods, and that the goods are to transfer to the Client's unrestricted ownership upon their delivery.
- 3 Orders
 - 3.1 KLAMPFER's orders shall be binding only if issued in writing by post, by fax or by email. The validity of any orders issued verbally – including by telephone – shall be subject to subsequent written confirmation or confirmation by KLAMPFER within five working days via fax or via email.
 - 3.2 KLAMPFER's commissions and orders must be confirmed within 10 working days, gauged according to the postmark date, or five working days following any order received by fax or by email (order confirmation). If such confirmation is not given, and if the order is not provably declined in writing within the above-mentioned timeframe, then the order is deemed accepted in respect of its entire content. Any and all enquiries in connection with orders must be addressed to KLAMPFER's Purchasing Office. Any written correspondence and exchange of information must be accompanied by an indication of the order reference number or commission reference.
 - 3.3 Any specimens, drawings, outsourcing documents or other aids that are furnished by KLAMPFER shall, without exception, remain KLAMPFER's property and may be employed exclusively for the execution of KLAMPFER's orders. They must be stored safe from third-party access and may not be made accessible to any third parties. Unless agreed otherwise, they must be returned (without prompting) to KLAMPFER – free of charge and within a reasonable period – once the order has been completed.
- 4 Pricing
 - 4.1 Unless expressly agreed otherwise, prices are deemed net, unchangeable and fixed prices which may not be increased for any reason whatsoever. Pricing is understood to include packing and is assumed to be delivered and offloaded free to the destination address. The Supplier shall bear any additional costs for delivery which is expedited in order to meet a deadline. Subsequent changes in pricing and in quantities, and any premature deliveries or partial deliveries, shall be legally valid only if expressly pre-approved in writing by KLAMPFER. In all cases, supplies and services must be submitted free of any duty or tax obligation.
 - 4.2 If the order is issued according to a flat rate price, then accounts shall be rendered irrespective of the weights & quantities actually indicated. The Supplier is under obligation, before any order is issued, to examine the quantities corresponding to the specification schedule and/or drawings, and to declare that it is aware, from its own examination, of all of the factors that determine pricing. The agreed total order value is a maximum figure which may not be exceeded. No subsequently detected errors in calculation, increases in quantities, other errors, etc may – in any event – have the effect of any increase in the flat rate price, and no re-calculations arising for such reasons will be accepted.
 - 4.3. If the account is rendered on the basis of supplies/services actually provided according to unit prices, then sizes and quantities must be jointly determined and must be certified with provable schedules, accounting plans and delivery notes. If KLAMPFER and the Supplier have arranged a jointly-defined appointment to meet for the finalisation of quantities – and if the Supplier fails to attend the appointment without having been detained as the result of an unavoidable, unforeseeable incident – then the Supplier shall in that event be deemed to have acknowledged the quantities determined by KLAMPFER. In the case of accounting at unit prices, the Supplier is under obligation to report in writing to KLAMPFER upon any substantial overshoots in quantities concerning individual items (before the corresponding service is carried out) and also to have such overshoots in quantities approved in writing by KLAMPFER, even if the corresponding overshoots should have been known to KLAMPFER or if they originate from its own sphere of control. Should the Supplier fail to comply with this reporting obligation, then it shall not be entitled to receive any compensation, under this Agreement, for the overshoot in quantities.
 - 4.4. Written supplementary offers – based on the main offer – must be submitted in writing for all additional services and supplies arising from the specification (including any deviations in services as defined by ÖNORM), and it is deemed agreed that a separate written order from KLAMPFER shall be required for such additional services etc. (such that the conditions of this order shall apply to identical effect) otherwise no remuneration can be paid. Services submitted without an order or contrary to agreement can be deemed approved by KLAMPFER only if such approval is given expressly and in writing. Extensions to delivery deadlines, where such extensions arise as the result of changes in services and/or the addition of services, must be the subject of written agreement with KLAMPFER before any such services are carried out. Where additional remuneration is requested by the Supplier on the grounds of services already commissioned or payments for services which are to be provided in addition, then this shall not in any event constitute any entitlement to interrupt work or to fail to carry it out, even if the corresponding services were in the first instance commissioned only in principle and if approval for payment by KLAMPFER was issued – for whatsoever reason – only subsequently. Any discounts granted shall also apply to any and all changes, supplements or extensions to the order.

- 4.5 In no event shall there be any exclusion of KLAMPFER's entitlement to contest the agreement on the grounds of the Supplier's having reduced it by half.
- 5 Delivery period:
- 5.1 Delivery dates and deadlines must be precisely adhered to. Any deviation from/change to a jointly established delivery date must be indicated no later than by the stage of confirmation of the order, in which context it must be specifically highlighted. Failure to adhere to previously agreed delivery times and deadlines shall entitle KLAMPFER – following one reminder and the setting of a period of grace – to withdraw in whole or in part from the established agreement and (if the Supplier is unable to prove itself free of culpability) to claim compensation or alternatively the reimbursement of wasted expenditures.
- 5.2 All expenses and losses suffered by KLAMPFER as the result of delays in delivery must be borne by the Supplier unless no culpability attaches to the Supplier. In this connection it is hereby indicated that certain considerable contractual penalties have been negotiated in the contractual relationship between KLAMPFER and its own client. If it is therefore foreseeable during the performance of services that the Supplier will not be able to carry out his work properly by an intermediate or completion date, KLAMPFER shall be entitled to take all measures at the expense of the Supplier without further notice to ensure timely completion.
- 5.3 Irrespective of the above rights, any deviations arising must be notified to KLAMPFER without delay after they come to the Supplier's notice, but in any event before the elapse of the delivery period, and together with an explanation of the reasons and the prospective duration of the delay. Only subject to corresponding written agreements is it possible to practise part-deliveries, pre-deliveries or over-deliveries. Should the Supplier suffer the loss of its assets, then KLAMPFER reserves the right to withdraw from the agreement without having to pay any compensation.
- 5.4 Deliveries of goods can be accepted only during our hours of business and/or construction applicable at the time.
- 5.5 In the event of any delay, a contractual penalty – which may not be regarded as compensation – will have been negotiated to apply irrespective of the Supplier's culpability. It is to amount to 0.5% of the total value of order for each calendar day or part calendar day. Penalties are capped at 10% of the order value. Any indirect or direct loss which exceeds the value of the contractual penalty must be reimbursed by the Supplier. The Court's right of moderation in respect of the amount of the penalty is hereby expressly excluded.
- 6 Dispatch:
- 6.1 The supply/service shall, unless otherwise agreed, be conducted DDP and in accordance with Incoterms 2010, for delivery to the place of destination designated by KLAMPFER. Upon dispatch, any and all of the dispatch rules practised by the manufacturer of the goods, and all of KLAMPFER's dispatch rules, must be adhered to without exception, and each dispatch must be accompanied by a delivery note bearing KLAMPFER's in-house order number and/or commission reference. If the delivery is not accompanied by a corresponding delivery note, then the delivery cannot be accepted or forwarded with exonerative effect for the Supplier, but will be stored at the Supplier's expense & risk. In that event, any and all losses arising shall be borne in full by the Supplier.
- 6.2 If the order includes KLAMPFER's designation of a contact person for the delivery and/or for the provision of service at the place of fulfilment, then goods and services must be handed over exclusively to such contact person. Delivery notes shall be applicable to KLAMPFER only where bearing the signature and indication of the full name of the person conducting acceptance – or of the corresponding contact person. If no contact person is identified on the order, then the goods must be handed over exclusively to KLAMPFER's employees. Delivery notes must in all cases be issued such as to enable the consignment to be examined and checked off against the order. Accordingly, the respective items on the delivery note must be indicated consistent with the order.
- 6.3 Under service agreements and works agreements, the Supplier must provide the means of transport required for the provision of services at its own expense and risk at the place of performance, together with interim storage and subsequent removal.
- 7 Transport insurance/Industrial liability insurance:
- 7.1 The costs of transport insurance are included in the respectively negotiated prices. Furthermore, all subsidiary costs relating to the execution of an order, where not expressly governed under contract, shall be borne by the Supplier.
- 7.2 The Supplier is obliged to take out adequate insurance cover for any and all losses and risks, and to promptly provide KLAMPFER with certification of such cover as the case requires, or upon request; and to provide the names and details of the insurance company and the respective policy, together with the insurance company's head office.
- 7.3 Where services are provided under a works agreement or a services agreement, the Supplier must – on request – certify the fact of industrial liability insurance cover. Corresponding industrial liability insurance cover must be certified by presentation either of the original policy or of an original cover note from an insurance company based in Austria. If the Supplier has its registered place of business outside of Austria, and if it does not have a local site which is entered in the companies register in Austria, then it will be necessary to certify the holding of corresponding industrial liability insurance cover with an insurer whose head office is in the European zone. Such industrial liability insurance must be maintained throughout the period of the provision of service, and must provide unrestricted cover for individual claims of up to EUR 1,000,000.
- 8 Foreign business:
- 8.1 Unless ruled otherwise, goods purchased by KLAMPFER must be delivered cleared through Customs. If KLAMPFER is required to fulfil any formal regulations so that the corresponding goods can be cleared through Customs or any other authorities, then we must be notified by the Supplier before the negotiation of contract, and the corresponding documentation must be passed promptly to KLAMPFER.
- 9 Payment/billing:
- 9.1 The following payment conditions shall apply at our discretion, unless expressly agreed otherwise, in writing:
3% discount at 30 days or
90 days net
(payment to be made exclusively at the next Company payment run on the fifth and on the 19th day of each month) calculated as from the date of receiving the provable invoice and the submission of any negotiated guarantees or bonds. At our discretion, we shall settle payment either by transfer or by cheque. Payment is deemed promptly settled if we have provably sent a payment order or a cheque by the deadline for payment.
- 9.2 No payment may be taken to stand as an acknowledgement of the correctness of any delivery, and consequently it cannot constitute any waiver of claims accruing to ourselves on the grounds of deficiencies, guarantee or compensation. However, KLAMPFER reserves the right – even after the Supplier's invoice has been received - for payments to be settled only after receipt of a standard or specifically required item of documentation concerning the works or the articles supplied. Where applicable, KLAMPFER may decline the invoice pending the presentation of the appropriate documentation.
- 9.3 In order to enable KLAMPFER to conduct prompt and appropriate examination of invoices and book-keeping, invoices must be raised in such a form that the individual items are set out in the same way as the items in the original order document. If individual items' prices and/or quantities are missing, then it will not be acceptable to enter a given invoice total together with reference to a delivery note.
- 9.4 The Supplier may submit part-invoices only if such a practice is established in writing: in the order document. In all cases, invoices must be submitted on a cumulative basis. Accordingly, one invoice covering all services must be submitted per order document. Invoices must be raised such as to charge only for services which can be attributed to KLAMPFER's order number or commission reference. Where invoices are submitted as part-invoices, this must be expressly and unmistakably noted on the corresponding invoice documents.
- 9.5 Where part-invoices (closing invoices) are submitted, KLAMPFER shall be entitled to withhold 10% of the invoice value as a covering reserve. In the case of closing invoices, 5% is withheld as a liability reserve. The liability reserve can be paid out, provided that the service was free of any defects, upon the presentation of an original of an abstract bank guarantee from a reputable Austrian bank.
- 9.6 The Supplier agrees that all of KLAMPFER's claims (including cover and liability relinquishments), including those originating from other construction projects, can be offset. The option of unrestricted offset shall also be available in the event of assignment and in the event of any pledging of the Supplier's claim, together with the institution of any court-assisted recovery or bankruptcy/insolvency proceedings. The same shall apply to subsidiary companies of KLAMPFER Holding GmbH, together with any other companies in which KLAMPFER has a holding.

- 9.7. In any instance of the application of insolvency proceedings for the Supplier (bankruptcy, court-assisted recovery, or the decline for insolvency proceedings for the lack of assets to cover the costs, court-assisted recovery proceedings or any other insolvency proceedings, together with the institution of any re-organisation proceedings in accordance with the rules of *URG (Business Re-Organisation Act)*, not only the agreed covering reserve but also any liability reserve shall be increased to 25% and/or a minimum sum of EUR 4,000.00. This separately negotiated security retention will be withheld, irrespective of any possible right of withdrawal held by the administrator in the event of insolvency, in order to cover cash settlement of any and all claims of whatsoever form. If the situation is such that no covering or liability reserve was negotiated, then such cases must be the subject of negotiation of a covering or liability reserve as described in section 9.6 above, for 25% and amounting to a minimum of EUR 4,000.00, for the duration of the entire guarantee period.
- 9.8 Any and all bank guarantees to cover the liability reserve shall have a period of effect and/or validity such as to correspond to the guarantee period plus a further three months, and must in all events also include cases of bankruptcy, accommodation or the decline (due to lack of assets) of a given insolvency application.
- 9.9 If the service has been completed early, then the deadline term for payment shall start no earlier than on the day on which the service should have been provided. However, if KLAMPFER declares its consent for early provision of the service, then the deadline term shall start to run upon receipt of the provable invoice. If KLAMPFER incurs additional expenses as the result of the Supplier's premature provision of service, then KLAMPFER shall be entitled to offset the cost of such expenses, provided that KLAMPFER has instituted such alternative provision, in writing, between KLAMPFER and the Supplier.
- 9.10 Where building services are transferred as defined in §19, paragraph 1 (a) of the 1994 VAT regulations, then express reference will be made to the applicability of §§67 (a) – 67 (d) and §112(a), *ASVG (= General Social Security Regulations)*.
- 9.11 If the appointed company is not included on the overall list of exempt companies (HFU overall list), then KLAMPFER shall be entitled to pay 25% of the payable works charge (liability sum) directly and with exonerative effect to the service office installed with *WGKK (= Vienna Regional Health Care Authority)*. On the corresponding invoices, the Supplier of services must enter its service provider reference number.
- 9.12 Once the goods have been correctly delivered, or after the corresponding service has been provided, invoices must be submitted in a single copy. Invoices which are not made out according to our rules, or according to any other applicable arrangements, and in accordance with VAT regulations, or those which do not include KLAMPFER's order number and/or commission reference, cannot be entertained by KLAMPFER and will be returned to the Supplier for rectification. In that event, invoices are deemed not submitted until they have been received in the correct form.
- 9.13 In the event of partial or full cancellation of any commissions and/or orders (unless expressly agreed otherwise) no cancellation or handling charges, or any other costs, can be billed to KLAMPFER.
- 9.14 In respect of invoices reaching KLAMPFER between 18th December and 10th January (defined according to the date on the "received" stamp), the deadline term for examination and settlement is suspended for that period. The date of receipt of the invoice will automatically be assumed to be 11th January.
- 10 Guarantee; Compensation
- 10.1 The Supplier is subject to unrestricted liability (under product liability legislation) for losses arising. No restrictions of any type are recognised. The Supplier guarantees that all supplies and services correspond to the latest technical standards, to the applicable legal regulations, the standards applied by the public authorities or by any professional associations and specialist groups, and that they further comply with generally accepted standards institutes' rules. It is further assured by the Supplier that supplies and services are free of any defects and that they comply with KLAMPFER's requirements.
- 10.2 The Supplier is answerable to KLAMPFER for any losses caused by itself or by its agents and representatives, within the framework of statutory provisions. The Supplier is, furthermore, as answerable as the manufacturer/producer for the goods which it is to supply.
- 10.3 Furthermore, the Supplier is responsible, in the case of supplying and/or assembling machinery, machine tools, apparatus, vehicles, hoists, tools etc., for ensuring that the specification complies with accident regulations and with Austrian laws and standards.
- 10.4 Guarantee/Liability for deficiencies
- 10.4.1 Formal acceptance is conducted in accordance with the provisions of *ÖNORM (= AUSTRIAN STANDARD) B2110*. Acceptance cannot be deemed fulfilled by the fact of commissioning.
- 10.4.2 The Supplier takes on full liability, for a period of five years and six months following KLAMPFER's formal acceptance, for all goods and components which it has supplied and/or constructed, irrespective of whether they were or were not produced by the Supplier. The place of fulfilment for troubleshooting shall be – within the warranty and guarantee period – at KLAMPFER's discretion.
- 10.4.3 Following troubleshooting, the warranty and guarantee period for the corresponding goods/service shall recommence.
- 10.4.4 In the case of deficiencies in the supplied goods or rendered service that can be rectified, and where ordinary use is not impeded, KLAMPFER reserves the right – irrespective of any other legal claims – either to require a reduction in price or (at its own discretion) the rectification of the deficiency. The same shall apply where it is not possible to rectify a deficiency which is not defined as substantial under §132, paragraph 2, *ABGB (= General Civil Statute Book)*. The Supplier shall bear all of the costs arising in connection with the substantiation of the right of cancellation. In particular, the Supplier is furthermore obliged to compensate for any indirect or direct loss.
- 10.4.5 The reporting of obvious deficiencies is deemed promptly given if declared to the Supplier within six months. This deadline term shall commence upon acceptance of the goods.
- 10.4.6 In the case of deficiencies which cannot be seen or which are concealed, this six-month reporting term, and the guarantee period negotiated in line with subsection 10.4.2 above, shall start to run only on the date on which the corresponding deficiency was detected. The provisions to contrary effect in §§ 377, 378 *UGB (= Austrian Commercial Code)* are expressly waived. The Supplier expressly waives the right to claim that a deficiency was reported late.
- 10.4.7 Upon the negotiation of the contract, the Supplier irrevocably agrees to assign any and all of its own guarantee and compensation claims as held against its own suppliers and/or subcontractors. Assignment can be accepted at any time, including verbally.
- 10.5 Compensation
- 10.5.1 By way of deviation from the provisions of law, the Supplier agrees to provide complete fulfilment for all levels of culpability. In the case of product faults and/or in any event of a loss as the Supplier's responsibility, it shall also be liable for third parties' financial losses. Any mitigations and restrictions of product liability that may have been extended to the Supplier are expressly waived.
- 10.5.2 The Supplier undertakes to provide full exoneration from loss and blame, especially in connection with public-legal regulations. The Supplier undertakes to provide all necessary documents and information upon request from KLAMPFER – in the event of KLAMPFER's being taken to Court – and (likewise upon request from KLAMPFER) to join proceedings as a co-plaintiff.
- 11 Approval; Condition:
- 11.1 Contractual fulfilment is deemed to have been achieved, in addition to the characteristics stipulated in the order, only by such supplies and/or services from the Supplier as fulfil currently-applicable statutory and official rules and directives (*ÖNORM*, building regulations, approvals etc.) together with the approvals regulations laid down by the respective federal regions concerning building materials, and by such supplies etc. as are appropriate for the intended application. In all cases the Supplier shall bear the costs of any approvals, investigations, decisions or any other procedures required by the authorities. The acceptance, approval or release of plans or other documents and records will not exonerate the Supplier from its guarantee obligation.
- 11.2 Upon request, the Supplier shall present KLAMPFER with a certificate of condition and/or compliance and origin for the supplied goods or for the performed services. This also includes the prompt presentation of EAC (GOST) certificates, and this is included in the price.
- 11.3 In all cases, the Supplier must submit a declaration of completion corresponding to Article 4 of building products regulations (refer EU 305/2011).
- 11.4 The Supplier declares that it is willing to do whatever is within its technical capabilities to support KLAMPFER in all procedures entered into by KLAMPFER in the interests of assuring quality and/or guaranteeing industrial safety. The Supplier declares itself willing, in all cases, to tolerate and to support the implementation of quality audits within its business.
- 11.5 A reasonable extent of control, servicing and maintenance instructions must also be provided, with no particular stipulations and with no additional costs. The Supplier shall also be answerable for the

- correctness and completeness of such documentation.
- 12 Reservation of ownership
- 12.1 Reservations of ownership on the Supplier's part are essentially excluded.
- 12.2 No items which KLAMPFER may furnish for the Supplier shall transfer to the Supplier's ownership.
- 13 Place of fulfilment; Jurisdiction:
- 13.1 The place of fulfilment for both parties shall be the place of destination indicated by KLAMPFER. The place of jurisdiction is agreed to be exclusively the Court which is specifically competent for KLAMPFER.
- 13.2 Exclusively Austrian law shall apply, to the exclusion of UN purchasing law, *IPR (= International Private Law)* or any other international systems of regulations that could be applicable.
- 14 Furnished items and services; Obligation for examination and reporting back;
- 14.1 The Supplier is under obligation to examine any furnished goods or services provided by KLAMPFER – when they are passed on to the Supplier – in order to ensure that they are complete. The quality of the furnished items or of the service provided must undergo a thorough, reasonable extent of investigation immediately after they reach the Supplier. Should such furnished items or services not comply with the contractually stipulated requirements, then this must be reported by the Supplier – together with an explanation of reasons – within two working days of being received by the Supplier.
- 14.2 Where services are provided on building sites, the Supplier shall bear a share of the subsidiary building costs (e.g. electrical power, water, sanitation etc) on a flat rate basis of 3% of the value of the order – if no other provision has been negotiated.
- 14.3 Within two working days of learning of any issues, the Supplier must, furthermore, report to KLAMPFER with a warning concerning any other circumstances which should be monitored by the Supplier in the context of its general "warning obligation".
- 15 Protected rights; Patents; Secrecy
- 15.1 The Supplier assures that it holds all necessary forms of authorisation that may be required in order to prevent any infringement of its protected rights and patent rights. The Supplier shall hold KLAMPFER entirely free of loss and blame in this connection. The costs entailed by KLAMPFER in the process of fending off third parties' unwarranted claims shall be covered in full by the Supplier.
- 15.2 The Supplier undertakes to bind its employees and its own subcontractors and suppliers to secrecy concerning all industrial or product-related information that comes to its notice in the course of executing the order, particularly including documents, design drawings and company-related details that may be passed to it. This obligation shall continue to apply for a period of 20 years following the supply of goods and/or the provision of services.
- 15.3 In the event of infringement of secrecy obligations by the Supplier, by its employees or by its subcontractors and/or suppliers, KLAMPFER shall be entitled to demand or to deduct a penalty of EUR 10,000 (but not exceeding a maximum of 33% of the total order value corresponding to the affected order(s)). Claims over and above that level may be substantiated against the Contractor.
- 15.4 If it is necessary to forward information and documentation to any third parties (e.g. subcontractors and suppliers), then the Supplier must likewise place them under an unlimited secrecy obligation.
- 16 Data protection
- 16.1 The Supplier is aware – and consents – that KLAMPFER will store and utilise personal data which is passed to it by the Contractor in connection with the business relationship, including the introductory procedure and the normal course of business, and that this shall be conducted exclusively by individuals who have been appropriately authorised to manage the contractual relationship. Data will be protected against unauthorised access. This does not affect the right held by the competent regulatory bodies, Customs offices and tax officials, together with Social Security funds, to be given access to stored data. The Supplier has correspondingly notified its employees or third parties of the fact of the sharing of personal data, has secured their approval and has notified them of the fact of their data also being passed to the respective end client. In the event of KLAMPFER's being claimed against as the result of an infringement on the Supplier's part, the Supplier shall hold KLAMPFER entirely free of loss and blame, irrespective of culpability.
- 17 Prohibition of offset and assignment
- 17.1 The Supplier shall not be entitled to offset its own claims against KLAMPFER's claims. KLAMPFER shall be entitled to offset its own claims – concerning the disruption of service caused by the Supplier – against the Supplier's other claims. KLAMPFER shall be entitled to offset any and all claims held by subsidiary companies and associated companies or any other companies in which KLAMPFER has a share, against the Supplier (and its group company or ARGEN, in which it has a share) with any and all liabilities attaching to KLAMPFER (or attaching to its subsidiaries, associated companies or any other companies in which KLAMPFER has a share) in relation to the Supplier (and in relation to its group companies or ARGEN, in which it has a share). This step shall also be taken, in particular, in the event of any assignment and in the event of any seizure or claims conducted by the Supplier, and also in the event of any court-assisted recovery or bankruptcy proceedings.
- 17.2 The assignment of the Supplier's claims against KLAMPFER shall be legally invalid, unless otherwise expressly agreed in writing before the date of such assignment.
- 18 Right to decline service
- 18.1 In the event of well-founded complaints arising from legal or material deficiencies in supply and/or services, we shall be entitled to withhold the entirety of any payment still outstanding.
- 18.2 Disputes concerning services and/or settlement of payment shall not entitle the Supplier to withhold supplies or to suspend or delay any supplies or services.
- 19 Other provisions
- 19.1 The Supplier expressly undertakes, in connection with supplies, to adhere to all standards, such as, for example: standards imposed by the police, by judiciary authorities, and those of an industrial nature, those relating to the protection of employees, those relating to the employment of foreign personnel, and those relating to environmental protection, commercial law and building regulations. Upon KLAMPFER's being claimed against by third parties, it shall hold KLAMPFER entirely free of loss and blame. The failure to comply with any of the above-mentioned provisions shall justify KLAMPFER in dissolving the Agreement immediately. The Supplier must comply with *LSDBG (= Austrian law against wage and social dumping)*. If KLAMPFER is claimed against as the guarantor liable for the Supplier's failure, or receives a penalty for the Supplier's offences, then KLAMPFER shall save itself from loss by claiming against the Supplier.
- 19.2 For each employee used on the building site, the Supplier shall, without prompting, submit the following documents: valid passport, a copy of the ÖGK registration, a copy of valid work permits in the case of employees who are citizens of third party countries, a certificate of secondment and an A1 form for each employee who is insured with a foreign Social Security fund. KLAMPFER shall be entitled to withhold wage payment if any of the above are not presented.
- 19.3 All certificates (trade register extract, residence notification, ÖGK and FA certificates of harmlessness) as well as any required A1 forms and ZKO forms (for assignments to Austria) or A1 forms and assignment notifications (for assignments to Germany) for the Supplier's personnel and subcontractors shall be made available to KLAMPFER via the ISHAP personnel documentation software after the contract has been signed, but no later than on the day work commences. Instructions on how to use the program (ISHAP-Light), which is free of charge for the Supplier, and the consequences of any failure to follow this procedure must be obtained by the Supplier (obligation to collect). After submission of the documents, the Supplier's personnel will receive a corresponding construction site pass, which must be presented to KLAMPFER's local site manager at the start of the construction site. The Supplier's personnel shall be obliged to carry the A1 forms as well as the ZKO forms or necessary registrations with them so that they can be presented immediately if required.
- 19.4 KLAMPFER shall be justified – in the event of any change in the Supplier's financial circumstances and/or any change in its ownership structure (if such circumstances should entail or seem likely to entail repercussions on its financial circumstances, and in the event of any change in the Supplier's corporate status) to withdraw prematurely from contract if the Supplier has not presented adequate securities.
- 19.5 The Supplier undertakes not to accept orders of any form from KLAMPFER's clients concerning the respective building project whilst it is ongoing, other than by KLAMPFER's express consent.
- 19.6 The provisions of subsection 9.8 above shall also apply to any other bank guarantees which the Supplier agrees to establish with KLAMPFER. The text of all guarantees must be the subject of consultation with KLAMPFER before they are issued.

- 19.7 Should any individual provisions within these Purchasing Conditions prove to be invalid, then this shall not affect any other provisions. In that event, there shall be negotiated such a provision as equates as closely as possible to the desired financial effect.
- 20 Particular conditions applicable to framework orders:
- 20.1 Quantities mentioned in the framework order are estimated, target quantities which are based on the planning figures drafted on the date of the framework order. KLAMPFER shall be under no obligation to accept the target quantity on the basis of the framework order. In particular, no such acceptance obligation shall apply – unless otherwise agreed in writing – and particularly not at the end of the term of any framework order. KLAMPFER holds the right to call up the inherently set framework quantity during the six-month period following the call-up period, and at the same conditions and prices, if KLAMPFER has not requested the full extent of the framework quantities during the established period. The supplier undertakes also to provide services and/or goods to other associated companies of KLAMPFER even if the requesting company is not directly listed as a Client under the framework agreement.
- 20.2 Adherence to the designated acceptance quantities presupposes that work has proceeded without any disruptions. Instances of force majeure, industrial disruptions, restrictions in the energy sector, strikes, traffic and weather-related problems, official orders from the authorities, changes in planning or design and any other events that could not be avoided even with all due professional care, shall exempt KLAMPFER (without the obligation to pay any compensation) from having to proceed with acceptance, and shall not be regarded as delay in acceptance.
- 20.3 Partial requests may be communicated by telephone or in writing, in which context the Supplier undertakes to process the delivery of the goods immediately after receiving the call-up. The Supplier bears responsibility for checking that the request is correct.
- 20.4 Should it be found – from any inspections of goods deliveries – that there are deviations relative to the ordered specification, then KLAMPFER reserves the right to withdraw without further notice from the Agreement as a whole (residual quantity) even if the deviations affect only a part-delivery or delay.

The entirety of the above is acknowledged and accepted:

Date

Stamp, Company's sign-off