

## 1. General Remarks / Scope

We order exclusively on our own Terms and Conditions of Purchase (TCP). We do not accept any terms and conditions of the supplier that contradict with or deviate from our TCP unless we have expressly agreed to their validity in writing. The signing of an order confirmation of the supplier or of a contract by us does not imply our consent to the general terms and conditions of the supplier, unless this consent would have been expressly declared by us by a separate signature. Our TCP shall also apply if we accept the supplier's delivery without reservation in the knowledge of terms and conditions that conflict with or deviate from our TCP. Our TCP shall also apply to all future transactions with the supplier. If our TCP or our order do not regulate certain points, the rules of the IWTO (Blue Book, Red Book) shall apply in the case of wool deliveries and the "Standard Conditions of the German Textile Industry" in the case of other deliveries.

## 2. Ordering

Offers of the supplier are binding for the period of 1 month after receipt, unless the supplier has expressly determined a shorter period of validity in the offer. Sample consignments shall not be charged. A safety data sheet in accordance with the respectively valid and relevant DIN regulations and return regulations for packaging must be enclosed. Our purchase orders, delivery schedules (purchase orders and acceptance) and delivery schedules (call-offs) are always made in writing. The written form shall also be complied with by electronic transmission or fax. Verbal orders shall only be binding on us if we confirm them in writing. Subsequent changes or additions to an order shall only be effective if confirmed by us in writing. The supplier is obliged to accept our order in all its parts within a period of 2 weeks by means of his order confirmation. If acceptance does not take place within this period, we are no longer bound to the order. Delivery schedules shall become binding at the latest if the supplier does not object within eight days of receipt.

In the event of unconditional delivery of the ordered goods, the order shall be deemed accepted on our TCP, even if no written order confirmation has been received. If the order is placed on the basis of a previous offer by the supplier, the supplier shall be bound by the order on the terms and conditions specified in the offer unless he immediately rejects it in writing. The supplier contractual partners may only advertise their business relationship with us with prior written consent.

## 3. Delivery of Goods / Delivery Dates / Delivery Plan

The delivery dates stated by us are binding and arrival dates at the destination. If a calendar week is agreed as the delivery date, the last date shall be the Friday of the said week.

The receipt of the goods at our works shall be decisive for compliance with the delivery date or the delivery period. If the delivery term „Delivered to our warehouse“ has not been agreed, the supplier has to prepare the goods in time, taking into account the usual time for loading and dispatch.

The supplier shall be in default after expiry of the delivery dates without setting a further deadline or sending a reminder. The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the stipulated delivery time cannot be met. In the event of a delay, we shall be free to withdraw from the order, to claim damages for non-performance or to make other arrange-

ments - in particular replacement purchases - and to charge the supplier for the additional costs thus incurred. In all other respects, we shall be entitled to the statutory claims in the event of a delay in delivery.

In the event of a delivery period determined by calendar, we shall be free to set a grace period or to withdraw from the contract immediately or to claim damages for non-performance if the delivery period is not met.

In the event of inventory backorders, force majeure or operational disruptions, we shall be entitled to postpone the acceptance date with a reasonable period of grace. The delivered goods must correspond fully to a possible product sample submitted. Incoming goods inspections are only be carried out by us on a random basis and we shall not be obliged to give a notice of defect under § 377 UGB (Austrian Commercial Code).

## 4. Logistics/ Labelling of Goods

Several packages of an item with different units of measure must be listed individually on the packing slip or on an attached packing list. The packing slip must show:

- Batch/lot/margin/production number
- Date of production
- Number and date of the order
- Description of goods
- Article number of the supplier - our material/article number
- Packaging unit - quantities
- Measurements - gross, net and calculation weights (conditioning weights)
- Supplier number - Recipient/Receiving Point clearly.

These data must match the invoice.

We only accept excess or short deliveries of up to 5% of the ordered quantity in the case of standard commercial goods. In the case of special goods, under-deliveries are not permitted and over-deliveries may not exceed 2% in the absence of a special agreement.

For shipments from abroad, the supplier is obliged to deliver the goods duty paid, free of customs duties and equipped with all necessary customs documents. The proof of origin shall be certified by original confirmations from the offices responsible for this.

The supplier must always ensure that the packaging of the goods on delivery guarantees that the goods are in perfect condition. Special parts packaging or shipping packaging must be clarified with the responsible departments before delivery of the goods. The packaging must be taken back by the supplier free of charge. Otherwise, the supplier shall reimburse us for the costs of disposal in an appropriate amount.

Hazardous goods must be clearly marked with the applicable R+S rates.

We must be able to see:

- the name of the manufacturer
- Content (material designation)
- our material/article number
- Recipient/Receiving Point
- Gross / net weight
- Conditioning weight

on the package items.

Transport costs incl. insurance to the place of receipt and packaging costs shall be borne by the supplier.

## 5. Prices/Terms of Payment

The agreed price is binding and applies „Delivered our Warehouse“, unless otherwise agreed in writing. The packaging costs are included in the price. The price is exclusive of the respectively valid value added tax. A price increase after delivery of the goods is excluded in any case.

The invoice shall be sent in duplicate to the invoice recipient named in the order. It must contain

- Supplier number – part number of supplier
- Number and date of the order
- description of materials
- if available, the certificate number of the raw material
- recipient - our material / article number
- number and date of the packing slip and/or the delivery note
- exact number and calculation/conditioning weight of the goods of each packaging unit
- UID number of the supplier and our UID number

If the invoice cannot be processed by us because these minimum details are missing in whole or in part, the consequences shall be the sole responsibility of the supplier.

Unless otherwise agreed, we shall pay after receipt of the goods and receipt of the invoice in accordance with the “Standard Conditions of the German Textile Industry”

- after 10 days minus a 4% rush discount based on the net value of the goods
- after 30 days minus a 4% cash discount based on the net value of the goods
- after 60 days without deduction

If the goods are delivered after receipt of the invoice, the date of delivery of the goods shall be decisive for the beginning of the payment period. We shall be entitled to rights of set-off and retention to the extent provided by law. Settlement of the invoice shall not be deemed as approval of the delivery or waiver of notices of defects.

## 6. Product Guarantee/ Quality Assurance

A separate agreement shall be concluded with regard to the supplier's quality guarantees. If this is not the case, the conditions of the IWTO shall apply to wool deliveries and the “Standard Conditions of the German Textile Industry” to other deliveries.

## 7. Warranty

We are entitled to the statutory claims for defects against the supplier and the supplier is liable to us to the statutory extent. In the event of a delay in risk or in the event of great urgency, we shall be entitled to remedy the defect ourselves at the supplier's expense. The warranty period is 24 months, calculated from the transfer of risk. In the event of a contractually agreed guarantee, the statutory warranty period shall remain unaffected.

## 8. Liability

a) If claims for damages are asserted against us by third parties due to a product defect, the supplier shall indemnify and hold us harmless from and against all claims of third parties, including the costs necessary to defend against such claims, upon first request.

b) If we have to carry out a recall action due to a case of damage within the meaning of clause a), the supplier shall be obliged to reimburse us for all expenses arising from or in

connection with the recall action carried out by us. Insofar as it is possible and reasonable in terms of time, we shall inform the supplier of the content and scope of the recall action and give him the opportunity to comment. Further legal claims on our part remain unaffected by this.

c) The supplier is obliged to take out and maintain a product liability insurance with a sum insured of at least € 5,000,000.00 per person/property damage which is appropriate for the goods (the fixing of the sum insured depends on the respective product and is to be determined individually). Further legal claims on our part remain unaffected by this.

## 9. Data Protection, Confidentiality and Intellectual Property Rights

We are entitled to store and process data about the supplier within the scope of the business relationship. The supplier undertakes to comply with the relevant provisions of data protection law.

The supplier shall treat all business transactions coming to its knowledge and the related commercial and technical information about us as strictly confidential, shall take the necessary technical and organisational measures to maintain secrecy and shall maintain silence about them vis-à-vis third parties for an unlimited period of time. Subcontractors shall be bound accordingly.

Any use of our intellectual property, in particular copying, distributing or publishing - also in extracts - which goes beyond the contractually agreed own use is prohibited.

## 10. Place of Performance/Applicable Law/Place of Jurisdiction

The place of performance for deliveries and services is Dornbirn/Austria. Austrian law shall apply exclusively to the contractual relationships existing between the supplier and us, unless expressly agreed otherwise in writing. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.

The exclusive place of jurisdiction is Dornbirn/Austria. However, we are also entitled to sue the supplier before any other court having jurisdiction over him.

Version: December 2024