



PURCHASING CONDITIONS

**of DO & CO Aktiengesellschaft
A-1010 Vienna, Stephansplatz 12
and all of its affiliated companies**

§ 1 Definitions

The following terms are defined for the purposes of these Purchasing Conditions

- a) Every company of the DO & CO Group, in other words DO & CO Aktiengesellschaft and all companies that are affiliated with this company pursuant to § 228 UGB or § 15 AktG, shall be included under the term **“DO & CO”**;
- b) Every natural or legal person to which one or more orders from DO & CO are addressed shall be included under the term **“Supplier”**;
- c) The central purchasing department of the DO & CO Group for DO & CO Aktiengesellschaft and all companies that are affiliated with this company pursuant to § 228 UGB or § 15 AktG shall be referred to as **“DO & CO Purchasing”**;

§ 2 Initial orders; contract conclusion

- (1) Any and all initial contact shall be made solely through DO & CO Purchasing. An initial contact is the first instance of contact with a new Supplier or the expansion of dealings with an existing Supplier by way of a new product.
- (2) Tender submission, the negotiation of prices, framework conditions, payment and delivery conditions, and bonuses as well as the conclusion of corresponding contracts shall take place solely with or through DO & CO Purchasing. All agreements shall be subject to these Purchasing Conditions, which shall only be deviated from in exceptional cases and on the basis of written agreement to that effect.
- (3) Individual orders on the basis of an existing contract can be placed by any DO & CO company. Such orders shall only be valid when made in writing. The scope and content of the contracts and any delivery dates or deadlines shall be based solely on the contents of the orders and/or any written ancillary agreements to such.
- (4) If no prices are indicated in the order, the list prices of the Supplier as agreed in writing with DO & CO Purchasing at the time the order is submitted shall apply, including any agreed discounts.
- (5) The Supplier shall confirm every submitted order immediately after receipt. This confirmation shall represent the conclusion of a delivery agreement. Should the Supplier fail to meet its order confirmation obligation immediately, in any case within one day, DO & CO shall be entitled to withdraw from the order in writing.
- (6) DO & CO shall be entitled to amend the contents of an order after a delivery agreement is concluded so long as this is reasonable for the Supplier.

- (7) Should it be discovered after the conclusion of a delivery agreement that deviations from the indicated specifications are necessary or practical, the Supplier shall inform DO & CO of this fact immediately. DO & CO will inform the Supplier immediately of which changes are to be made, if any. If it can be proven that this results in changes in the costs, the agreed price shall be increased or reduced in the amount of the additional or reduced costs (without further surcharges or discounts).
- (8) Should DO & CO fail to react to proposals, demands, or documentation of the Supplier, this shall in no case be considered to be the tacit acceptance of DO & CO and shall not entitle the Supplier to make decisions in the place of DO & CO or to apply altered specifications.

§ 3 Subsequent orders

- (1) Subsequent orders, in other words orders placed after the first order following initial contact, can be placed by any company of the DO & CO Group.
- (2) The Supplier shall inform DO & CO of any price reductions resulting from market conditions and shall pass these reductions on. This means that the price shall be reduced accordingly.
- (3) Article 2 paragraphs (2) to (8) apply to all subsequent orders analogously.

§ 4 Delivery

- (1) Deliveries shall generally be made during the business hours, more specifically during the agreed delivery slot, of the DO & CO company in question. If the delivery in question is a special delivery relating to special demand or is an additional delivery on a previous delivery, the delivery must be agreed specifically with DO & CO.
- (2) Partial deliveries shall only be permitted with the written authorisation of DO & CO. Any additional costs resulting from this shall be borne by the Supplier.
- (3) The Supplier shall inform DO & CO immediately in writing when circumstances arise or come to the Supplier's knowledge that will prevent compliance with the agreed delivery time. In the event of delivery delays, DO & CO shall be entitled to
 - a) withdraw from the contract or
 - b) demand fulfilment,each without a period of notice, and shall be entitled in either case to compensation for damages including lost profits in accordance with the relevant legal regulations. The acceptance of a late delivery shall not represent the waiver of claims for damages.
- (4) The deliveries shall be transported to the place of destination at no additional charge unless explicitly agreed otherwise in individual cases. The Supplier shall handle all import and export formalities at its own cost and shall pay any applicable export and import duties. The Supplier shall not bill any tolls (road pricing).
- (5) The Supplier shall bear the risk of loss or deterioration until the goods are accepted by DO & CO at the agreed place of delivery. The goods shall be considered to have been accepted when DO & CO has taken possession of them and has signed a delivery slip. In the event that DO & CO delays acceptance or if acceptance is prevented by force majeure, the Supplier shall ensure the proper storage of the goods.
- (6) In the event of late deliveries, the Supplier shall pay a penalty of 3% of the purchase price for every day of delay.

- (7) Retentions of ownership shall be agreed separately in writing and shall in all cases only apply to individual positions, and shall be agreed separately in writing for every item of goods or class of goods for deliveries containing multiple different goods.
- (8) The Supplier shall provide the packaging, and the packaging shall be licensed in accordance with the legal regulations. The corresponding licence number shall be indicated on all documents. The packaging shall only be returned when this is agreed explicitly in writing. In the event of return, the Supplier shall bear the transport costs or shall collect the packaging from the place of delivery at the agreed time.
- (9) The Supplier guarantees compliance with all legal regulations for its deliveries, meaning that DO & CO customers shall be exposed to no risk whatsoever from the goods. DO & CO shall inform the Supplier when the goods will be delivered to a non-Member State. In such a case, the Supplier shall guarantee compliance with all legal regulations in this destination country. The Supplier shall submit all documents (certificates, EU conformity or other declarations, etc.) in relation to the provisions above to DO & CO immediately upon request.
- (10) Cases of force majeure and government actions, transport interruptions, or other operational interruptions affecting DO & CO that lead to production reductions or stoppages or that prevent DO & CO from making use of the ordered goods shall release DO & CO from its acceptance obligation for the duration and to the extent of their effect. This shall only apply if the interruptions cannot be prevented by reasonable means. The Supplier shall not be entitled to compensation or compensation for damages in such cases.

§ 5 Prices

- (1) The price indicated in the order shall be binding. It shall preclude any subsequent demands aside from those under Article 2 (7).
- (2) Unless agreed otherwise in writing, the price shall include delivery to the place of destination including packaging, exclusive of VAT.
- (3) No compensation shall be provided for enquiries, consultation, samples, offers, visits, or the preparation of projects.

§ 6 Invoices and payments

- (1) Invoices can only be processed when they contain the order number indicated in the respective order. The Supplier shall include a delivery slip with every delivery and shall send the invoice to invoice@doco.com separately from the delivery. Dunning notices and other correspondence shall be sent to kreditorenbuchhaltung@doco.com.
- (2) The Supplier shall issue the invoice to the company of the invoice recipient exactly as indicated in the order.
- (3) If partial deliveries are agreed, the Supplier shall submit (partial) invoices twice per month. The first partial invoice must be received by DO & CO by the 15th of the month, and the second partial invoice by the last day of the month.
- (4) The invoice shall contain a separate listing of the complete designation of each order position, the respective quantity, and each unit price.
- (5) The invoices shall indicate the invoice amount in euros unless expressly agreed otherwise.
- (6) A payment period of 30 days net shall apply unless agreed otherwise.

- (7) The agreed payment period shall begin on the day that the invoice that meets the requirements in paragraphs (1) to (4) is received. The invoice amount shall not be payable until complete delivery free of defects in any case.
- (8) Payment shall be contingent upon a review of the invoice by DO & CO (also after the fact). In the event that apparently incorrect or unclear invoices are rejected or in the event of settlement negotiations on invoices, the payment period shall not begin until the Supplier has corrected the invoice or until a final agreement has been reached on the correction of the invoice.

§ 7 Warranty; defects

- (1) The Supplier guarantees that the goods have the promised characteristics and comply with the legal regulations (see item 4.9.).
- (2) If the Supplier employs third parties for the fulfilment of the delivery agreement, it shall be liable for the shortfalls of these third parties in the same manner as for its own shortfalls.
- (3) All goods shall only be accepted subject to a careful inspection. DO & CO shall inspect the goods within a reasonable period to identify any defects. § 377 UGB shall not apply. Goods that do not meet the agreed quality characteristics can be returned at the cost and risk of the Supplier (especially in the event of the delivery of the wrong goods).
- (4) The Supplier shall be liable for ensuring that all goods are free of rights of third parties.
- (5) The quantities, weights, and dimensions determined by DO & CO during the incoming goods inspection shall be authoritative. DO & CO shall not be obligated to accept partial or excess deliveries that have not been agreed in advance.
- (6) The warranty period shall be based on the legal regulations unless a longer warranty period is expressly agreed.
- (7) Irrespective of further rights, DO & CO shall be entitled to demand rectification, replacement, a price reduction, or conversion from the Supplier, with § 932 ABGB being expressly precluded to the extent that improvement and replacement are not given precedence. DO & CO shall also be entitled to make the required improvements itself (or to have them made by third parties) at the cost of the Supplier in the event of imminent danger or when the correction of the defects by the Supplier is not possible or likely in the required time.
- (8) In any case, DO & CO shall be entitled to withhold payment until the complete fulfilment of the order free of any defect.

§ 8 Product liability

- (1) Should claims be made against DO & CO (or any other company of the DO & CO Group) by its customers or other third parties on the basis of Austrian or foreign product liability regulations, the Supplier shall indemnify DO & CO (and any other company of the DO & CO Group against which claims have been made) against such claims upon first request, regardless of whether the Supplier is at fault.
- (2) The Supplier shall cover all costs and expenses incurred by DO & CO (and any other company of the DO & CO Group) due to claims made according to paragraph (1).
- (3) The Supplier shall obtain corresponding product liability insurance coverage that also includes reputation damage. Proof of such insurance shall be submitted to DO & CO upon demand.
- (4) This shall have no effect on claims exceeding the provisions of paragraphs (1) to (3).

§ 9 Confidentiality; reference list

- (1) The Supplier and any third parties employed for contract fulfilment shall treat all information about DO & CO obtained in connection with the deliveries or in any other manner as business secrets and shall hold this information in the strictest of confidence. This non-disclosure obligation shall apply starting in the phase of contract negotiations and shall continue after the end of the contractual relationship.
- (2) All documents provided to the Supplier by DO & CO (or another company of the DO & CO Group) such as samples, drawings, models, data, and the like and all other information provided by DO & CO (or another company of the DO & CO Group) shall not be made available to third parties unless required for the fulfilment of the contract. Should this be the case, the written consent of DO & CO shall be obtained in advance and the third party shall be bound by the non-disclosure obligation in writing. All documents, samples, models, and the like shall be returned after the completion of the order without a request for this return being made.
- (3) Objects developed or refined by DO & CO (or another company of the DO & CO Group) in collaboration with the Supplier shall only be delivered to DO & CO.
- (4) Brands of DO & CO shall be applied to the ordered goods when this is agreed in the order. Goods labelled in this manner shall only be delivered to DO & CO. Goods bearing brands of DO & CO that are returned because of complaints shall be destroyed immediately.
- (5) Should the Supplier wish to use the conclusion of a contract with DO & CO (or the DO & CO Group) for advertising purposes or wish to publish this information in some other manner (such as in a reference list), the Supplier shall obtain the written consent of DO & CO in advance.
- (6) The Supplier shall not recruit or hire employees of DO & CO (or another company of the DO & CO Group) during the contractual relationship or for a period of 12 months after the end of the contractual relationship.

§ 10 Prohibition on assignment; termination

- (1) The Supplier shall not be entitled to assign the order or parts thereof or any claims from a contract to a third party unless DO & CO expressly consents to this assignment in writing.
- (2) In the event of a continuous obligation, DO & CO shall be entitled to terminate a delivery agreement or to withdraw from an order without a period of notice if bankruptcy or restructuring proceedings are initiated against the assets of the Supplier or if DO & CO gains knowledge of collection proceedings against the assets of the Supplier, or if other material reasons apply that make it unreasonable for DO & CO to maintain the contractual relationship. This shall especially apply if DO & CO can no longer expect the timely and complete fulfilment of the delivery order based on the behaviour of the Supplier or other circumstances.

Material reasons shall especially include the following

- repeated incorrect or defective deliveries;
 - legal violations;
 - violations of the Purchasing Conditions.
- (3) In the event of termination or withdrawal, DO & CO shall be entitled to
 - a) return delivered goods at the cost and risk of the Supplier, or
 - b) to retain such goods against payment of the (proportionate) price.
 - (4) Irrespective of the provisions above, DO & CO shall be entitled to terminate the contractual relationship with the Supplier with a reasonable period of notice in the event of a continuous obligation.

§ 11 Place of performance; legal venue; final provisions

- (1)** Should individual provisions of these Purchasing Conditions or of a contract concluded with the Supplier be ineffective, this shall have no effect on the remaining provisions. Any ineffective provision shall be replaced with an effective provision that comes as close to the economic intent of the ineffective provision as possible.
- (2)** The place of performance is the place to which the goods are to be delivered according to the order.
- (3)** The contractual relationship shall be subject to Austrian law. The United Nations Convention on Contracts for the International Sale of Goods is expressly precluded. The sole legal venue is Vienna.
- (4)** The application of general purchasing, delivery, order, or business conditions of the Supplier is expressly precluded.
- (5)** The Supplier is prohibited from providing gifts, monetary consideration, extraordinary drinks or meals, services, loans of any kind, or any other benefits to employees of DO & CO. This shall not apply to benefits that fall below the materiality threshold, that are tax deductible for the providing party, and that fall under standard practice. The current threshold is EUR 35 per year. DO & CO shall be entitled to a contract penalty of EUR 500 per incident in the event of the culpable violation of this restriction. This shall not preclude claims for further damages.

Date:

Authorised signature of the Supplier