

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
HIRSCH Artisanal Produktion GmbH and HIRSCH Armbänder GmbH  
Hirschstraße 5, A-9020 Klagenfurt

- 1. General:**
  - 1.1. These general terms and conditions of purchase apply in regard to all purchases and deliveries from sellers or suppliers (hereinafter "sellers"), unless the contracting parties have expressly agreed otherwise in writing. Even in the event of individual provisions becoming invalid, the remaining content of these terms and conditions continues to apply.
  - 1.2. Contrary terms and conditions shall only apply if these have been confirmed by us in writing. If a reference is made in the purchase order to offer documents provided by the seller, this does not signify any acknowledgement of the commercial terms of the seller. The same applies to order confirmations which make reference to the seller's commercial conditions.
  - 1.3. Side agreements, deviations from these terms and conditions, additions, the exclusion of these conditions, and agreements and declarations must be in writing in order to be legally valid. This also applies to any waiver of this written form requirement.
  - 1.4. By accepting our order, the seller agrees to our terms and conditions of purchase. Our terms and conditions of purchase apply in regard to all current and future transactions, for the duration of the business relationship with the supplier, also in the absence of any express reference thereto.
- 2. Orders:**
  - 2.1. Only orders and contracts which have been issued in writing and have been signed on behalf of the ordering company are legally binding; this applies also in regard to additional and follow-on orders, and also to changes to orders and contracts which have already been issued.
  - 2.2. The seller undertakes to send us an order confirmation within two working days.
  - 2.3. Our order numbers are to be stated in all correspondence relating to an individual order; if the order numbers in question have not been provided, in cases of doubt a letter will be deemed not to have been received by us.
- 3. Delivery:**
  - 3.1. A precise delivery date will be specified by us. Goods can be accepted at the following times: Monday to Thursday 07:00-16:20 and Friday 07:00-12:00 (excluding public holidays in Austria). Our explicit consent is required for deliveries outside of these times.
  - 3.2. If the relevant shipping documents are missing, the delivery will not be accepted as a fulfilled order but shall be stored at the supplier's risk and expense.
  - 3.3. Deliveries are to be executed in the proper manner and using appropriate means of transport; a delivery must comply with any packaging and shipping specifications. Any losses arising from non-compliance with such instructions are to be borne by the supplier.
  - 3.4. In cases of doubt the seller bears all risks up until actual acceptance, which is confirmed by an acceptance protocol signed by us.
- 4. Delay:**
  - 4.1. Agreed delivery dates and delivery deadlines are binding.
  - 4.2. The seller must inform us in writing of any anticipated delivery delays immediately after the delay becomes known, stating the reasons for and anticipated duration of the delay. In the event of a delivery delay, after a reasonable grace period set by us has elapsed without result we can withdraw from the contract and make a covering purchase, the costs of which must be borne by the seller.
  - 4.3. Claims for damages due to delayed deliveries or non-delivery are based on the damage that has arisen, and are admissible in all cases.
- 5. Prices:**
  - 5.1. The agreed prices are taken to be fixed prices exclusive of VAT, covering all the seller's expenses in conjunction with the performance of the contract for supplies and services. In particular, the agreed prices include all costs in respect of transport, insurance, packaging, taxes, customs and levies in connection with the goods delivered and services provided by the seller (unless expressly agreed otherwise beforehand). The ordering party bears only such costs as are expressly indicated in the order as being an obligation of the ordering party. The terms and conditions of the main purchase order apply in regard to any extensions or additions to the order and in regard to orders for spare parts. Price increases must be explicitly acknowledged by us in writing. No liability arises for us in the event of any obvious mistakes or spelling/calculation errors.
  - 5.2. Unless otherwise specified in the purchase order, pricing applies in accordance with Incoterms 2010 delivered carriage paid to Klagenfurt; in the case of foreign suppliers or goods supplied from abroad DDP (delivered duty paid) Klagenfurt; or in the case of suppliers/deliveries from outside of the EU internal market CIP (carriage and insurance paid) Klagenfurt.
- 6. Invoicing:**
  - 6.1. Invoices are to be sent to us following proper delivery of goods or provision of services; the formal requirements under VAT law applicable to that invoice must be observed.
  - 6.2. Content of invoices – as stipulated by law and separately requested by us.
- 7. Payment :**
  - 7.1. Payment is made in accordance with the individually agreed payment conditions.
  - 7.2. Payment does not signify any acknowledgement of the correctness of the delivery (service provided), and therefore does not represent any waiver of our entitlement to make warranty or compensation claims based on defects of performance.
  - 7.3. Defective goods or services from the seller entitle us to withhold payment of the prices agreed for the goods or services in question, until the defects have been properly rectified or the deficiencies have been made good.
  - 7.4. All payments shall be made to the supplier only; assignment of claims to third parties is precluded. An order which has been placed by us may not be passed on to sub-contractors, either wholly or in part, without our consent.
- 8. Transfer of risk, reservation of title:**
  - 8.1. The transfer of the risk is based on the regulation in the underlying Incoterms.
  - 8.2. Ownership of the delivered goods is transferred to the ordering party on a step-by-step basis with payment of the purchase price.
- 9. Warranty, compensation, product liability:**
  - 9.1. The seller warrants that their goods/services have the assured or normally required characteristics, and comply with the state of the art or the acknowledged technical regulations as well as the applicable specifications and standards and samples provided, even if the materials or parts thereof have not been manufactured by the seller.
  - 9.2. The seller's warranty covers a period of 2 years following the unopposed delivery of goods or provision of services.
  - 9.3. In the event of a claim under warranty, we have the right, as we see fit, to demand a substitute delivery, improvement or a price reduction, or to rectify the defect ourselves or to have it rectified by a third party at the seller's cost, or to modify the contract, also in the event of minor defects. If the defect is rectified by the seller, the warranty period in respect of all goods/services that have been affected by the defect restarts after the rectification has been accepted by us.
  - 9.4. In the case of obvious defects, notification of defects is deemed to have been provided without delay up to six weeks from acceptance; in the case of hidden defects, up to six weeks following discovery of the defect in question. In the case of material which is normally left in the packaging or is not processed until it is used, defects which can only be detected when the material is removed from the packaging or is processed are regarded as hidden defects.
  - 9.5. The seller is liable for all damage arising to us from defective goods/services caused by, at least, simple negligence on the part of the seller or culpability on the part of agents used for the execution of the order.
  - 9.6. The seller undertakes to indemnify and hold HIRSCH harmless for damage to property or for personal injury in accordance with the Austrian Product Liability Act [Produkthaftpflichtgesetz].
- 10. Force majeure :**
  - 10.1. Industrial action (strikes and lockouts), operational disruptions and restraints and similar cases which result in reduced consumption count as force majeure, and release us from timely acceptance for the duration of the disruption.
  - 10.2. In cases of delay in delivery due to force majeure, we can withdraw from all or part of the contract or demand the execution of the contract at a later date, without this giving rise to any claims against us on the part of the seller.
- 11. Other:**
  - 11.1. The seller undertakes to treat as a business secret all data and information which has become known to the seller as a result of the business relationship with us. This obligation extends also to the seller's employees and sub-suppliers, and continues to apply after the business relationship has ended. This obligation also continues after the termination of the business relationship.
  - 11.2. Samples, models, drawings, templates, printing blocks and other aids which we provide for the execution of an order, or which we have paid for, remain our property over which we have free disposal, and must be identified as such. The seller is liable for the loss of or damage to such items and for the improper use thereof (e.g. passing them on to unauthorised persons); this liability extends to the return of the items in the proper manner. After the end of the contract, these aids are to be returned without a requirement for a special request.
  - 11.3. In the event of any patent or design protection or copyright disputes arising from the goods/services, the seller must indemnify us in regard to compensation claims and legal action, and must provide us with a guarantee of unrestricted use of the goods delivered/ services provided.
- 12. Severability clause:**

The invalidity of an individual provision of these general terms and conditions of purchase or other contractual provisions does not affect the validity of the contract or these terms and conditions. The invalid provision is automatically replaced by a valid provision which legally and commercially corresponds as far as possible to the intended purpose.
- 13. Place of performance, place of jurisdiction:**
  - 13.1. The place of performance for delivery and payment is deemed to be the buyer's headquarters, also when the delivery of goods to a different place has been agreed.
  - 13.2. The exclusive place of jurisdiction is the court with subject-matter competence in Klagenfurt. However, we are also entitled to assert our rights at the seller's general place of jurisdiction.
  - 13.3. This agreement shall be governed exclusively by Austrian law.
  - 13.4. The occurrence of disputes does not entitle the supplier to withhold or suspend the due delivery of goods and/or the due provision of services.

Please address any queries directly to the Purchasing Department.