



## I. General

These Conditions of Purchase of Doka form an integral part of all contracts between Umdasch Group AG, Doka GmbH, Doka Österreich GmbH, Form-on GmbH, Umdasch Immobilien GmbH, Doka Drevo, s.r.o with contracting parties from whom Doka acquires or purchases goods or services of all kinds in particular service/work for the company's own use or for passing on to a third party, with or without further processing or handling by Doka. Amendments or supplements shall be in writing. This shall also apply to an agreement to dispense with this written form. Doka shall not be bound by the Terms and Conditions of Business of the contracting party. These Conditions of Purchase alone shall apply. Should one provision in these Conditions of Purchase be or become invalid, the validity of the remaining provisions shall not be affected. Only purchase orders or contract awards that are in writing shall be valid. Verbal or telephone agreements shall be binding if they are confirmed by Doka in writing.

## II. Prices/payment conditions

- The prices are fixed prices and include Value Added Tax, packaging, any assembly required, insurance and carriage paid to the respective destination point advised by Doka including unloading. Estimates, quotations, and planning and consultancy work shall not be charged to Doka, unless an agreement is made to the contrary.
- Invoices from the contracting party for supplies and services provided are due for payment when they have been received by Doka, unless the supply/service from the contracting party is not in accordance with the contract or is the subject of a complaint by Doka. Doka may choose to pay the invoice within 60 days after receipt of the invoice that can be checked, insofar as Doka does make use of its right to offset the amount due against payments due to Doka. If the payment is made within 30 days of receipt of the invoice, Doka shall be entitled to deduct 3% for cash payment.
- Doka is within its rights to offset open claims held by Doka or its Umdasch Group affiliates against demands and claims from the contractual partner, its parent, daughter, sister or other affiliated companies. The VP explains itself in all other respects in agreement with a complete or partial transmission of the rights and obligations of Doka from the present treaty on third by Doka; in this connection the VP passes on a possible right objection in the sense of the §38 exp. 2 UGB.

## III. Delivery date/transfer of risk

- Delivery dates and periods are to be adhered to strictly. The goods are to be at the destination point advised by Doka at the agreed deadline. If this is not the case, Doka is entitled to exercise the option either to refuse a late delivery and withdraw from the contract without setting an additional period or to continue to demand that the commitment be fulfilled.
- Unless an agreement is made to the contrary, the earliest point at which the risk pertaining to the goods delivered is transferred to Doka is when the goods have been delivered and unloaded at the notified destination point, if applicable. If it is the task of the contracting party to assemble and/or install the item (in particular, a machine), the risk is not transferred until the contracting party has successfully completed the assembly and/or installation and Doka has signed any acceptance report that may be planned. The risk and costs incurred for any return deliveries shall in any event be covered by the contracting party.

## IV. Warranty/indemnity for loss suffered/product liability

- Doka does not have a duty to check the goods immediately in accordance with §§ 377 ff of the enterprise law book and/or to lodge a complaint in respect of a defect. It is agreed by common consent that the use of this statutory provision shall be excluded.
- The contracting party is liable for ensuring that his contractual services – in particular deliveries of goods and work as regards the processing, workmanship or manufacture of products and services – comply with the intended use of which the contracting party was aware or of which he should have been aware. The contracting party has a duty to clarify any queries he may have about the purpose for which the product is to be used by asking Doka. In particular, the contracting party also guarantees that, if the products for which the contracting party has provided services of whatever kind are passed or sold on to a third party, these products can be used for the purpose envisaged by the third party.
- The contracting party shall also be liable for the faults of his subcontractors. Where Doka makes available personnel, in particular for processing, assembly work, undertaking a trial run or unloading, these members of staff shall be subject to the contracting party's instructions and are considered to be his agents. Therefore the contracting party and not Doka is responsible for their mistakes.
- The contracting party shall provide for the goods or services rendered a full guarantee for the duration of 12 months from handover or acceptance. Here all defects that occur within the warranty period shall be covered by the warranty. The contracting party shall within the context of this warranty also replace all losses that have been incurred by Doka as a result of the defective supplies/services without the need for proof of negligence.
- Apart from the warranty Doka shall be able to make unlimited use of the warranty regulations within the statutory period of two years (for moveable property) and three years (for immovable property). It is agreed by common consent that the assumption of

defects at the point of handover as provided for in § 924 art. 2 of the Austrian General Civil Code is amended to the effect that this assumption shall apply if the defect manifests itself within 18 months after the handover or acceptance. In the event of warranty becoming operative, Doka shall have the choice between a reduction in price, cancelling the contract, or asking for the item to be improved or exchanged. However, Doka may only request improvement or exchange if this is not impossible and if it does not involve a disproportionately large outlay.

- Where Doka has to provide warranty to the subsequent holder, Doka shall be able to obtain warranty from the contracting party even after the period set out in § 933 of the Austrian General Civil Code has elapsed, and notwithstanding § 933b para. 2 art. 1 of the Austrian General Civil Code it is sufficient if this is claimed in court by Doka within six months of a full completion of the warranty obligation.
- The product safety of the supplies and services provided by the contracting party shall comply with the requirements of the relevant regulations, in particular the Austrian Law on Product Liability. The contracting party shall be liable to Doka for this and shall also indemnify Doka against all claims by third parties. Furthermore, in this context the contracting party shall, if requested to do so by Doka, undertake for a period of 15 years to name the relevant manufacturer, importer or the party who supplied him with the product and all useful documentation to fight product liability claims by a third party and make these available to Doka in a timely manner. Insofar as the contracting party provides any services on Doka's premises (including unloading and erection work), in respect of other liability vis-à-vis Doka, the contracting party shall ensure that the relevant accident prevention regulations will be complied with.

## V. Prohibition against offsetting receivables

The contracting party shall not be entitled to set off his own receivables against Doka claims or receivables or to withhold or reduce payments for whatever reason. This prohibition in respect of offsetting receivables shall not apply to the contracting party's receivables if these have been acknowledged in writing by Doka or if they have been recognized by a declaratory judgement.

## VI. Miscellaneous points

- Where Doka has made documentation available to the contracting party – in particular, drawings, plans and samples – the contracting party shall, in particular, check these to ensure that they are correct and complete and, if any doubts exist in this respect, the contracting party shall take the initiative to clarify these with Doka. Documentation that has been handed over shall remain the property of Doka and is to be handed back to Doka at the end or upon completion of the contract. Copyright and/or other industrial property rights to these documents have not been transferred by Doka or assigned for use.
- The contracting party undertakes to treat in the strictest of confidence all documents and other information received from Doka and in particular, but not exclusively, production know-how, quantities, documentation and drawings, which are made available to the contracting party in the course of the business relationship with Doka or from which the contracting party derives knowledge in another way, and only to use these for the purpose set out in the subject of the agreement. This duty shall not cease when the business relationship ends.
- The contracting party and Doka hereby agree that all deliveries to Doka shall be free of retentions of title.
- The place of performance for all services of all kinds, in particular deliveries and payments, is 3300 Amstetten. This shall even apply if it is agreed that the handover or acceptance shall be at another location.
- For all disputes between Doka and the contracting party, it is agreed that the relevant court at Amstetten shall have jurisdiction for the subject matter. Doka shall however also have the right to bring an action against the contracting party at any other legally permissible competent court.
- The business relationship between Doka and the contracting party shall be governed by Austrian law, excluding the conflict of law rules of international private law and the UN sales convention.
- The Code of Ethics (see [www.umdasc.com](http://www.umdasc.com)) governing the conduct of Doka employees shall apply analogously to the contractual partner who is obligated to strict compliance with the rules set forth in the Code of Ethics.
- In order to fulfill contractual obligations or in case of legitimate interest, Doka processes personal data of a contact person of its customer such as name, business address, business phone number and business email address by data processor Doka GmbH, Josef-Umdasch-Platz 1, 3300 Amstetten, Austria. The data is being stored until contractual or statutory obligations are fulfilled or in case of legitimate interest. The data subject is entitled to certain rights according to GDPR, such as a right to access, a right to erasure or a right to lodge a complaint with the relevant national supervising authority. In case of questions related to data protection, please contact [office@form-on.com](mailto:office@form-on.com).