

General Conditions of Purchase (GCP)

1. Validity

- 1.1. The legal relationship between the supplier and kmb Metalltechnik GmbH is governed by the following terms and conditions. Additions and deviating terms and conditions must be made in writing. Other general terms and conditions that deviate from these must not apply, even if they are not expressly contradicted.

2. Order

- 2.1. Delivery contracts (or order and acceptance) and delivery call-offs as well as their amendment must be in writing.
- 2.2. Within the scope of reasonableness for the Supplier, the Purchaser may demand changes with regard to design and execution. Additional and reduced costs as well as postponements with regard to the delivery date must be settled reasonably and amicably.

3. Delivery/Transport

- 3.1. The delivered goods must be accompanied by the appropriate shipping documents. The documents must contain a reference to the kmb order number. In addition, all information necessary for the clear identification of the goods must be stated on the papers.
- 3.2. Partial deliveries require our consent, any additional costs caused thereby must be paid by the supplier in the event of fault.
- 3.3. The goods must be adequately packaged for transport - unless otherwise agreed, kmb will not accept any additional costs for packaging or transport insurance.
- 3.4. If the packaging has to be returned to the supplier, the supplier shall pay the costs for the return transport.

4. Delivery time

- 4.1. The agreed delivery dates are mandatory - any delays are to be announced in proper time.
- 4.2. In the event of a delay in delivery, we must be entitled to the statutory claims, in particular to compensation for any damage incurred by us as a result of the delay. The unconditional acceptance of a delayed delivery does not constitute a renouncement of claims for compensation.

5. Notice of defects

- 5.1. The Supplier is obliged to ensure that the delivered goods and/or services are free of defects, taking into account the rules of quality management systems customary in the industry, such as ISO 9001, IATF 16949, ISO 14001, as well as by complying with the general and statutory duty of care. For this reason, the Purchaser shall limit its incoming goods inspection to the following features in order to avoid unnecessary duplicate inspection:
- 5.1.1. Identity and quantity: Comparison of delivery note and packaging (or over-packaging); packaging units are to be marked indicating contents, quantity and order number.
- 5.1.2. External condition - especially with regard to obvious transport damage.
- 5.1.3. Any additional tests shall be agreed separately (per order, component, etc.).
- 5.2. For defects which cannot be immediately identified by the above inspection, the right to notify defects is reserved until complete processing or treatment by the purchaser.

6. Prices, invoices and payment

- 6.1. Unless otherwise agreed in writing, agreed prices are in principle fixed prices. They shall be understood "DDU Vorchdorf" according to Incoterms 2000 including packaging.
- 6.2. Payments must be made in euros free of charge to the supplier's domestic bank account. In the case of foreign bank transfers, the recipient shall pay the bank charges.

- 6.3. Value added tax, if any, shall be shown separately.
- 6.4. Invoices must be sent by post or by e-mail after written confirmation. A reference to the order or delivery of the goods or service must be indicated as a reference.
- 6.5. Payments shall be made within 14 days with a 3% discount or within 30 days net. Deviating terms of payment must be agreed separately.
- 6.6. Payments shall be made by bank transfer.
- 6.7. Changes to the account details must be notified separately in writing (separately from the invoice).
- 6.8. In the event of defective deliveries, the customer shall be entitled to withhold payment in full or in proportion to the value until proper performance or other clarification.

7. Compliance with legal requirements

- 7.1. The Supplier undertakes to comply with all national and international laws and standards.
- 7.2. This applies in particular to human rights and employee protection laws, environmental regulations (waste legislation, Reach, IMDS, etc.) as well as European competition and compliance regulations.
- 7.3. The supplier must ensure that all sub-suppliers also comply with these regulations on a mandatory basis.
- 7.4. The Seller confirms that the ordered goods are not subject to any trade restrictions and that he is authorised to sell them to kmb Metalltechnik GmbH and associated companies.
- 7.5. The Supplier must ensure the responsible procurement of raw materials within the framework of EU legal standards. If entries in the international materials database (IMDS) are required by kmb, these are to be carried out by the supplier as far as possible in coordination with kmb.
- 7.6. Further guidance is provided by the most recent KMB Sustainability Guidelines. *

8. Confidentiality

With regard to the communicated information and transmitted data (e.g. customer-specific drawings or 3D data), the supplier undertakes to treat them confidentially and prevent them from being passed on to third parties. If necessary, individual non-disclosure agreements shall be concluded with the supplier.

9. Place of performance and jurisdiction

- 9.1. The place of performance is Vorchdorf in Upper Austria.
- 9.2. The place of jurisdiction for all disputes arising from the contractual relationship is Wels in Upper Austria.
- 9.3. Austrian law must apply to all contractual relationships, the application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

10. Final clause

Should any point of these terms and conditions or in the context of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

[*http://www.kmb-technik.at/qualitaetsmanagement/nachhaltigkeitsrichtlinie/](http://www.kmb-technik.at/qualitaetsmanagement/nachhaltigkeitsrichtlinie/)