

# Standard Purchase Order Terms and Conditions

## General

Each purchase order placed by us shall be solely subject to the terms and conditions set forth below, unless expressly stated otherwise in writing. Deviations from our purchase order terms and conditions, including, but not limited to, the Supplier's delivery terms and conditions, shall apply only to the extent to which we have expressly agreed in writing. Even if any deviating terms and conditions are used or referenced in the correspondence exchanged or in any other way, they will not be deemed agreed. Oral side agreements are expressly excluded and/or do not exist. Any liability of Berglandmilch on whatever legal grounds is excluded to the extent permitted by law.

## Delivery

If the delivery date is not met, we shall have the right, irrespective of the reason for the delay and without prejudice to our other legal options, to withdraw from the contract without granting any period of grace.

The Supplier is obligated to strictly adhere to all the relevant laws, decrees, requirements, standard provisions, factory standards etc. which are or come into force during the implementation time.

Consequential damage, including, but not limited to, loss of profit, loss of production, penalties imposed by authorities and expert fees for consulting engineers and civil engineers, must be borne by the Supplier.

## Shipping

Delivery free (freight paid) to the destination specified in the order; the Supplier bears the transportation risk.

## Prices

Prices quoted include packaging, delivery free to the destination, unloading; prices are fixed prices that cannot be increased for any reason whatsoever.

## Invoicing

After delivery, each invoice must include a delivery note and be sent to Berglandmilch eGen in Wels unless stated otherwise.

This applies also to purchase orders that are placed directly by our member operations or branches.

## Payment

Unless agreed otherwise, payment for goods accepted will be made as follows: 30 days from receipt of invoice with a 3 % discount or 60 days from receipt of invoice net. Payment does not imply that we recognize the delivery as being in accordance with the contract. Thus, payment constitutes no waiver of any claims of non-performance to which we are entitled under warranty, damages and similar terms and conditions. Payments on account shall retain their value in proportion to the total order value.

The Supplier agrees that we can offset payable amounts against counterclaims we may have. Assignments require our written consent.

## Acceptance

If the goods delivered do not conform with the contract or meet the statutory provisions or the usual conditions or any safety regulations, we shall have the right to withdraw from the contract with immediate effect.

## Warranty and Guarantee

For a period of 36 months from acceptance of the order, the goods and services supplied by the Supplier are guaranteed to be free from defects.

Even in case of only minor defects, Berglandmilch will request, at its discretion, improvement, replacement, price reduction or rescission of the contract.

The warranty period is extended by the time of the standstill period resulting from defects.

## Product Liability

The Supplier shall be fully liable for all damage we or our customers may sustain as a result of a defective product.

We do not accept any exclusion or limitation of this liability to pay compensation according to § 9 Austrian Product Liability Act.

## Production Documents

All samples, models, drawings, clichés and other devices provided by us or produced by the Supplier to implement our order are our physical and intellectual property of which we may dispose freely. These devices shall be used solely for the implementation of our orders and must not be made accessible or entrusted to external third parties. Unless agreed otherwise, they must be returned without a request being required and free of charge once the order has been delivered.

The purchase order and all data, documents etc. relating to it must be treated as confidential and as our business secret.

## Third-Party Rights

By accepting our purchase order, the Supplier expressly declares that the delivery items are not protected by any rights, particularly no third-party industrial property rights. The Supplier accepts the obligation to indemnify and hold us harmless from any claims raised by third parties in this respect, to guarantee that we can make full use of the items delivered and to reimburse us for the full extent of any damage incurred. This applies particularly also to trademark and patent protection disputes.

## Place of Performance

The place of performance for delivery is the location of receipt indicated in the purchase order, unless agreed otherwise. The Ordering Party is not the party actually putting the packaging material into circulation as defined by the relevant provisions (e.g., Packaging Regulations, etc.). Any activities associated with taking back and disposing of packaging will be primarily carried out by the Supplier, and, if necessary, also the receiving enterprise.

## Place of Jurisdiction

The place of jurisdiction for both contracting parties is the competent court in 4600 Wels, Austria. The contractual relationship shall be solely governed by and construed in accordance with Austrian law, giving no effect to the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules.

01 January 2022