

Terms and Conditions of Purchase

Ordering: Only written, signed orders are valid. Amendments to the contract require the written confirmation to be legally effective. Drawings, models, matrices, templates or samples that we make available to the Supplier for the execution of an order remain our property. The Supplier expressly undertakes not to allow third parties to inspect or dispose of the items made available to him without our written consent and not to deliver the goods manufactured according to the latter to third parties either in the raw state or as semi-finished or finished products without our written consent.

The same applies to parts that the Supplier has developed according to our specification or with our substantial cooperation (through tests, etc.). Third parties within the meaning of these provisions also include companies or persons who are in any way involved in the sale of our products.

Assignments: All payments are made solely to the Supplier. Assignments of payments to third parties are excluded.

Price discounts: If the market situation makes it necessary to revise our list prices, the price must be reduced accordingly.

Delivery time: Failure to adhere to the agreed delivery times and dates entitles us to withdraw from the contract without setting any notice of default and to demand compensation for non-performance. Force majeure only relieves the Supplier if he notifies us of the circumstances which are intended to justify them as early as he is able to do so.

Warranty: The Supplier assumes a warranty for his deliveries in accordance with the statutory provisions. This also applies, with the exclusion of Section 439 of the German Civil Code, to any infringement of third party property rights through the delivery of the goods. The supplier is obliged to immediately deliver a replacement free of charge at any time upon request for goods for which any existing defects are not immediately recognizable or whose usability cannot be determined immediately after delivery due to their intended use as soon as their uselessness is determined. In such cases, we must reserve the right to complain until processing has been completed. The replacement delivery must be made free delivery. In urgent cases, we are immediately entitled to remedy the defects or to have them remedied here at the Supplier's expense, without prejudice to our other claims. The Supplier waives the objection of late notification of defects (Section 377 of the German Commercial Code).

Freight and packaging: According to agreement as per contract or ordering.

Transport risk: The goods are transported at the risk of the Supplier.

Invoicing: Two copies of the invoice must be sent to our factory immediately on the day of delivery or service. It must contain the Supplier number (LN), number and date of the order, additional data of the purchaser (account assignment), unloading point, number and date of the delivery note for the delivery of goods and the quantity of the billed goods or scope of the services. The invoice may only refer to one delivery note.

Force majeure: Work stoppages (strikes and lockouts), operational disruptions as well as operational restrictions and similar cases that result in a reduction in consumption are considered force majeure and release s from timely acceptance for the duration of the disruption.

Unless otherwise agreed, the place of performance and jurisdiction is the place to which the goods are to be delivered as ordered.

RTA GmbH, Eisenwerk 14, A-3193 St. Aegyd/N.

Roth Technik Austria Ges.m.b.H., Eisenwerk 14, A-3193 St. Aegyd/N.