



# General Order and Purchasing Terms and Conditions of the Handl Tyrol - Group

## 1. Validity of the General Order and Delivery Terms and Conditions

### 1.1. For all business relationships between the

HANDL TYROL - GROUP

consisting of

Handl Tyrol GmbH, FN 49591d,  
Bundesstraße 33, 6551 Pians, VAT no. ATU32662106

Handl Tyrol Gastronomieservice GmbH, FN 255376 d,  
Bundesstraße 33, 6551 Pians, VAT no. ATU61235657

Speck-Alm Gesellschaft m.b.H., FN 44890 s  
Bundesstraße 33, 6551 Pians, VAT no. ATU32661508

Karl Handl GmbH, Bahnhofstraße 57, D-87435 Kempten, FN 9077 HRB court of  
registration Kempten, VAT no. DE-129092039

Christanell S.r.l (GmbH), V. W. V. No. BZ-72769  
Via dell' Argine 3 (Dammstraße), I-39025 Natuno-Naturns,  
VAT no. IT00187210216

(hereinafter referred to as "Handl Tyrol" or "Customer") and its suppliers (hereinafter referred to as "Supplier" or "Contractor") these General Business Terms shall apply exclusively in the respective current version at the time when the contract is concluded.

1.2. Terms and conditions of the Supplier, which deviate from or contradict these General Business Terms, will not be recognised, unless Handl Tyrol has explicitly approved their validity in writing. Acts for the fulfilment of contracts by Handl Tyrol shall in no way be deemed as an approval of regulations which deviate from these terms and conditions. Even if Handl Tyrol makes reference to a letter that contains business terms and conditions of the Supplier or a third party or refers to such, this shall not represent an approval of the validity of those business terms and conditions. These Purchasing Terms and Conditions shall also apply if Handl Tyrol accepts the delivery of the Supplier without reservation in the knowledge of contradictory terms and conditions of the Supplier or those which deviate from its Purchasing Terms and Conditions.

1.3. The General Business Terms shall from now on also apply to all additional and follow-up orders as well as further business between Handl Tyrol and the Supplier.

## 2. Conclusion and object of contract

2.1. Enquiries, offers, details and performance data of Handl Tyrol are without obligation. The drawing up of offers to Handl Tyrol shall be carried out free of charge. The Supplier has to precisely examine the details provided to it with the enquiry or invitation to tender and documents which are handed over (service specifications, drawings, calculations, etc.) for possible defects before submitting its offer and to report any misgivings about the envisaged type of (the) execution before submitting its offer.

2.2. If the acceptance is declared owing to an offer transmitted by Handl Tyrol then a contract will only be concluded when the contract has been confirmed in writing by Handl Tyrol. Orders and changes to orders shall exclusively be carried out in writing (with the inclusion of e-mail and fax).

2.3. The full or partial execution of ordered services by third parties requires an explicit written consent of Handl Tyrol. It is not obliged to accept objects of delivery, which have been produced or delivered by third parties without its consent.

2.4. Information, technical advice or other details provided by Handl Tyrol shall be carried out to the best of knowledge and belief based on experience. These are however non-binding and under the exclusion of all liability unless explicitly agreed otherwise in writing. This shall also apply accordingly within the framework of contractual negotiations in the pre-contract stage.

2.5. The Supplier has to carry out the deliveries and services according to the documents upon which the order is based and specifications defined by Handl Tyrol. All national and international legal regulations and technical standards, which are of significance for the object of service are to be complied with, whereby the newest status of technology is to be complied with in the absence of a written agreement to the contrary. The Supplier also has to provide a complete and full service where the order respectively the contract may at the most be incomplete, all work and expenses associated with the achievement of the success are covered by the agreed price, the Supplier explicitly takes over the risk of completeness.

2.6. If the Supplier intends to deviate from stipulations of Handl Tyrol it has to report this and obtain the written consent of Handl Tyrol in this respect. Technical documents and confirmations, which the Supplier has to create, are to be

submitted to Handl Tyrol in plenty of time so that any changes which appear necessary in its opinion can be integrated still.

2.7. Handl Tyrol is entitled to change the time and place of the delivery as well as the type of packaging at all times by a written notification before the agreed delivery date insofar as this is possible for the Supplier without substantial additional work or Handl Tyrol declares the take-over of the costs. The same shall apply to changes to product specifications and other changes to service of a qualitative and quantitative kind, insofar as these can be implemented within the framework of the normal production process of the Supplier without substantial additional work.

2.8. If such changes result in delays to delivery, which cannot be avoided in the normal production and business operation of the Supplier with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier has to report the additional costs or delays in delivery expected by it with a careful estimate to Handl Tyrol immediately in writing and in time before the delivery date, at least however within five workdays after the receipt of the notification of Handl Tyrol, otherwise it shall lose all claims owing to the additional work.

2.9. Deadlines for deliveries or services shall be deemed from the order date. The deadlines will only be adhered to if test certificates or certificates of origin, plant certificates, specifications, certificates, declarations of conformity, operating or use instructions, technical documentation as well as freight and customs documents, etc., which are owed to Handl Tyrol as per contract or stipulated by law or authorities are made available in full by the expiry of the deadline.

2.10. If the delivery is carried out incompletely or not within the deadline then Handl Tyrol is at liberty to refuse the object of service and – in part or in full – cancel the contract. With release orders Handl Tyrol reserves the right to cancel the contract or change the purchased quantity in the event of omissions without additional costs being incurred for Handl Tyrol hereby.

2.11. The ordered or called quantity is to be precisely complied with. Excess or shortfalls in deliveries are only permitted after prior coordination, Handl Tyrol is not obliged to accept excess or shortfalls in deliveries. The actually delivered quantity will be settled in the event of an acceptance. With a delivery of meat Handl Tyrol will accept a deviation in the quantity of up to +/- 5 %, whereby in this case the actually delivered quantity will also be settled.

2.12. Deliveries will be carried out at the risk and for the account of the Supplier insofar as not otherwise agreed in writing. The shipment risk shall also be borne by the Supplier for the event that Handl Tyrol has taken over the costs of the shipment. In any case the Supplier shall bear the costs of insurance of the object of delivery against the transport risk that is customary for the industry, which covers all threatened damages, thus also financial losses and missed profit.

2.13. The Supplier has to inform Handl Tyrol of import or export restrictions without request. If such restrictions exclusively or mainly relate to the object of its delivery or service it has to procure possible official permits at its costs.

## 3. Dates and deadlines

3.1. Contractually agreed deadlines are binding, the stipulated dates are absolute final dates, which have to be adhered to in any case, also with unforeseen difficulties – such as delivery difficulties, personnel bottlenecks, strikes, etc. -, otherwise the following penalty regulation will apply.

3.2. Also deemed as binding dates are those, which are agreed with Handl Tyrol during the period for performance. Irrespective of this obligation the Supplier has to inform Handl Tyrol immediately in writing of each possible delay as well as the reasons for such a delay, however without this affecting its other obligations from the contract, in particular the obligation to adhere to the agreed dates.

3.3. Additional costs, which are incurred by enforcement measures that are necessary for adhering to the delivery/service deadline, have to be borne by the Supplier.

3.4. The Supplier undertakes to pay a contractual penalty irrespective of fault in the amount of 1% of the gross order amount for each calendar day, a maximum however 30% of the gross order amount.

3.5. The claim for contractual penalty shall not be subject to judicial reduction and is irrespective of whether the Customer has suffered damages due to the late completion. Further claims of the Customer against the Contractor for compensation for the actual damages due to the late completion or non-fulfilment or bad fulfilment shall continue to apply, however the contractual penalty will be offset against the total damages. The Supplier acknowledges that it has to assume liability from 60 minutes idle time in particular for all idle costs of the downstream production departments as well as the missing capacity utilization of the plant capacity.

4. Acceptance, passing of risk and transfer of ownership; exclusion of reservations of title of the Supplier

4.1. All deliveries to Handl Tyrol shall be carried out free of reservations of title. Such reservations are also ineffective without a separate objection.

4.2. The goods shall pass to the ownership of Handl Tyrol with the delivery in the place of use and acceptance of the goods. This shall also apply with self-collection. The transfer of ownership is also the time of the passing of the risk.

4.3. Insofar as Handl Tyrol provides goods and services to the Supplier, Handl Tyrol shall explicitly retain the ownership hereto. The Supplier undertakes to treat the goods carefully during the existence of the reservation of title. Insofar as maintenance and inspection work is necessary, the Supplier has to regularly carry these out at its own costs. The Supplier has to inform Handl Tyrol immediately in writing of all accesses of third parties to the goods, in particular of enforcement measures and of possible damages to or the destruction of the goods. The Supplier has to report a change in possession of the goods as well as its own change in address immediately. It has to compensate Handl Tyrol for all damages and costs, which are incurred by a breach of these obligations or by necessary intervention measures against accesses of third parties to the goods. The treatment and processing of the goods shall be carried out by the Supplier in the name and by order of Handl Tyrol. If the goods are processed Handl Tyrol shall acquire the co-ownership to the new object in the ratio to the value of the goods delivered by Handl Tyrol. The same shall apply if the goods are processed or mixed with other objects, which do not belong to Handl Tyrol.

## 5. Prices, invoicing and terms of payment

5.1. Insofar as not regulated otherwise in individual agreements, the prices in Euro stated in the order are binding and fixed for the duration of the order "free house" (DDP named place of destination, delivered, unloaded and handed over to an authorized person) including customary, useful and impeccable packaging, transport insurance, assembly and acceptance. Surcharges for shortfalls in quantity will not be recognised.

5.2. The weekly market price applicable and negotiated on the day of the delivery will be offset by mutual agreement against non-binding prices upon conclusion of the contract. If this price deviates by more than 20 % from the prices applicable at the time when the contract was concluded then Handl Tyrol can request that this should apply as the contractual price.

5.3. Invoices are to be properly sent to Handl Tyrol as a single copy in a form which complies with Section 11 of the Austrian Value Added Tax Act by citing all order data (e.g. delivery address, place of use or unloading, orderer, article designation, day of delivery, delivered quantity, delivery note number, VAT no., customs tariff no., country of origin, article number of the Supplier and the company HANDL TYROL, etc.) after the fully provided service, invoices may not have been enclosed with the deliveries. Invoices, which do not comply with these conditions, shall be deemed as not issued.

5.4. The quantity calculations, weight logs, drawings and other documents, which are necessary for the proof of the type and scope of the service, are to be enclosed. Amendments and addendums to the contract are to be especially marked in the invoice; they are to be settled separately upon request. The weight recorded electronically by Handl Tyrol by using measurement devices respectively the number of units recorded by Handl Tyrol will apply as the settlement basis in the event of a dispute.

5.5. Invoices are to be issued to the following billing address:

Handl Tyrol GmbH, FN 49591d,  
Bundesstraße 33, 6551 Pians, VAT no. ATU32662106

Handl Tyrol Gastronomieservice GmbH, FN 255376 d,  
Bundesstraße 33, 6551 Pians, VAT no. ATU61235657

Speck-Alm Gesellschaft m.b.H., FN 44890 s  
Bundesstraße 33, 6551 Pians, VAT no. ATU32661508

Karl Handl GmbH, Bahnhofstraße 57, D-87435 Kempten, FN 9077 HRB court of registration Kempten VAT no. DE-129092039

Christianell S.r.l (GmbH), V. W. V. No. BZ-72769  
Via dell' Argine 3 (Dammstraße), I-39025 Natuno-Naturns, VAT no. IT00187210216

Invoices in a digital form for Handl Tyrol GmbH, Handl Tyrol Gastronomieservice GmbH, Speck-Alm Gesellschaft mbH and Karl Handl GmbH are to be exclusively sent to the following e-mail address:  
buchhaltung@handltyrol.at

For the company Christianell S.r.l (GmbH), to:  
fattura@christianell.it or certified e-mails to christianell@pec.rolmail.net

It is explicitly noted that invoicing to other addresses than those listed above or to employees of Handl Tyrol will not be accepted.

5.6. In case of shipments, which cross the EU outer borders, two invoices are to be enclosed with the shipping documents as customs documents and movement certificates or certificates of origin or to be sent express to the receiving plant with the designation "for customs" in plenty of time so that they are available with the receipt of the goods. The orderer, the complete order number and the cited point of unloading are to be stated clearly visibly in the bills of lading, the shipping documents determined for the recipient and on the packages themselves (lettering, adhesive label).

5.7. Payments shall be made within 30 days under the deduction of 3% cash discount or within 60 days without deduction. The deadlines will begin to run from the receipt of the proper invoice of the Supplier, however not before the provision of the delivery or service and provision of the necessary documents. The receipt of the bank transfer order by the bank institution is sufficient for the punctuality of the payments owed by Handl Tyrol. Handl Tyrol is entitled to make payment onto each account of the Supplier known to it with debt-discharging effect.

5.8. Payments made will not represent any recognition that the goods are free of defects, have certain properties or of a payment obligation.

5.9. In case of default of payment Handl Tyrol shall owe interest on default in the amount of 4 per cent per annum (Section 1000 ABGB [Austrian Civil Code]). The applicability of Section 456 UGB (Section 352 UGB [Austrian Commercial Code] old) is excluded in this case.

## 6. Warranty and liability

6.1. The Supplier has to assume responsibility for the full defect-free condition and functional capability of the delivered goods and plants, consequently for the full conformity of the provided service with the contract. It shall be liable from the enforcement instrument of the damages and the warranty according to the statutory regulations of the ABGB insofar as these General Business Terms do not envisage any amendments from such regulations.

6.2. The presumption of the faulty condition according to Section 924 ABGB shall cover the entire warranty period.

6.3. The Supplier shall indemnify Handl Tyrol from all damages, which third parties assert against Handl Tyrol owing to a circumstance which lies in the scope of liability of the Supplier.

6.4. The warranty period is – insofar as no deviating agreement was reached in writing – determined with 3 years. The deadline will begin to run with the passing of the risk, in case of hidden defects of quality and defects of title from the time at which they become known. There is no obligation for inspection and to report a defect for Handl Tyrol within the meaning of Sections 377, 378 UGB [Austrian Commercial Code].

6.5. The deadline for the in court assertion of all claims associated with the reported defect shall respectively be extended by one year by an out-of-court complaint of a defect by Handl Tyrol.

6.6. Claims of Handl Tyrol, which go beyond the afore-mentioned and exist owing to the law, shall in any case remain unaffected. With regard to the storage of goods, for which a complaint was made, Handl Tyrol shall only be liable for damages, which are a result of wilful intent or gross negligence. If no dispatch order for the service for which a complaint was made, is received within 14 days after the sending of the report of the defects by the Contractor, Handl Tyrol is entitled to return the goods, for which a complaint was made, to the Contractor's address at its costs and risk.

## 7. Special provisions for raw materials and operating (auxiliary) supplies

7.1. All delivered goods must comply with the statutory stipulations applicable for the respective product group in the country of origin, in Austria and in the European Union. The statutory conformity of the delivered goods is to be proven upon request by Handl Tyrol by using suitable documents or expert's opinions. Handl Tyrol reserves the right to examine the statutory conformity of the delivered goods by own examinations or expert's opinions.

7.2. The Supplier guarantees that the goods delivered by it comply with the applicable regulations under food law and are suitable for the purpose which can be seen from the contractual agreement and from the individual specification sheet. The guidelines, regulations and ordinances for the compliance with the migration threshold values in connection with materials, which are intended to come into contact with foods, are in any case to be complied with.

7.3. The Supplier must fulfil its obligations according to the contract in full including all secondary services and guarantee that the goods are free of production, material, transport and other faults. If the delivery or parts thereof do not comply with the required quality the Supplier will be liable for all damages and follow-up damages.

7.4. Handl Tyrol reserves the right, in case of obvious deviations, not to accept the goods, to return the goods or to make these available for collection at the costs and warranty of the Supplier. In order to minimise the damages to the returned

goods as far as possible with meat deliveries, these will be frozen immediately if there is no possibility to return these in time. Costs, which are incurred for Handl Tyrol in case of the non-acceptance and return of the non-compliant goods or with a further processing of goods, with which the faulty condition cannot be clearly recognised, will be invoiced to the Supplier. Handl Tyrol further reserves the right to indemnify itself against the Supplier in case of hidden defects, even if the defects only appear during the further finishing, however as proven (a simple probability is sufficient for the proof) are a result of a faulty raw material. The thus resulting damages and all follow-up costs, which were incurred due to the non-compliance with or deviation from the agreed delivered quantity or the time of delivery, will be invoiced to the Supplier. The Supplier has to compensate proven suffered property damages to production systems or devices, which are a result of a faulty raw material.

7.5. The Supplier also undertakes to indemnify Handl Tyrol for possible expenses, which Handl Tyrol has to pay in connection with a conducted recall action. The Supplier also has to assume a guarantee beyond the warranty if the end consumer on its part rightly asserts warranty claims owing to the goods purchased from the place of business or points of sale belonging to Handl Tyrol, which were procured from the Supplier. The Supplier will indemnify Handl Tyrol for all expenses; damages, procedural and claims, which were asserted against Handl Tyrol and which result from the Supplier's service.

7.6. Handl Tyrol will subject the delivered food articles to a microbiological incoming goods inspection by independent, accredited examination institutions based on random samples. In order to carry out supplier audits the Supplier shall permit Handl Tyrol or third parties commissioned hereby to make unannounced control visits and shall ensure the unimpeded access to all production areas.

7.7. In case of changes, new parts or first deliveries, the Supplier undertakes to submit an initial sample with test report, measurement protocol and data sheet for release without request. Examination and analysis costs will be passed onto the Supplier in case of deviations from the owed quality and quantity.

7.8. The products procured by Handl Tyrol are precisely specified. The Supplier guarantees that it shall examine or have examined the delivered articles periodically, at least however at reasonable, risk-based intervals for the criteria / residues / contamination defined in the specifications sheet. The Supplier further guarantees the shelf life and dating information provided in the specifications sheet or the declaration of conformity with the known storage conditions in the required quality.

7.9. The goods are to be clearly marked in the German language with the article designation, article number of the Supplier, article number of Handl Tyrol, batch number, expiry or best-before date, quantity, number, weight, supplier name, veterinary control number, slaughter and cutting date by the Supplier and by the sender – in case of frozen goods the date when the goods were frozen is to be made clear.

7.10. In order to ensure the food safety, the Supplier must guarantee a consistent traceability of all products in all production, processing and sales stages.

7.11. The Supplier has to pay attention that the packaging cannot lead to any contamination of the end product. The provisions of the International Food Standard in the respective valid version shall apply to the transport. Refrigerated vehicles, containers and bundles must be in a clean, hygienically impeccable condition and fulfil the requirements of the hygiene regulations. Fresh meat deliveries will be carried out in clean E2-boxes, exclusively on H1 pallets. Temperature requirements are to be complied with and proven by corresponding protocols upon request.

7.12. The delivery of the operating auxiliary supplies is carried out, if not otherwise agreed, exclusively on H1 pallets, without surrounding packaging made of wood or carton. The delivered goods will, where necessary, be protected by a secondary packaging. Primary packaging materials may not have direct contact with the pallet surface. The goods may in no way have contact with the ground. The transport containers must consist of materials which are authorized for food traffic and have to comply with the EU packaging regulations.

7.13. Boxes, pallets or similar items, are available to Handl Tyrol free of charge until the return/collection.

7.14. The goods will be taken over, insofar as not otherwise agreed in writing, in the BHM Schönwies Monday to Friday from 6:00 am to 12:00 (noon), in the HW Schönwies and the production in Pians Monday to Thursday from 6:00 am to 12:00 (noon) and from 12:30 pm to 16.00 pm and Friday from 6:00 am to 12:00 (noon).

## 8. Special provisions for machines, plants and accessories

8.1. In case of contracts concerning the delivery and assembly of machines and plants, the following contractual parts will apply in the order as stated below:

- a) The concluded contractual text;
- b) these general Delivery and Purchasing Terms and Conditions of Handl Tyrol Group in the version that is valid at the time when the contract is concluded;

- c) the service specifications/the directory of services in the offer/the order confirmation together with the specifications of the object of delivery/service or the service criteria;
- d) the granted building permit/trade authority approval together with the associated plans;
- e) the standards of the Austrian and European law which are relevant for the project under public law, in particular building law, trade law, civil law and industrial protection law;
- f) the technical standards, in particular ÖNORMEN standards and DIN, as minimum standards which are to be complied with in any case without the Contractor's service obligation to comply with these standards being restricted;

Insofar as contradictions exist between the individual contractual parts, that provision, which standardises a further service obligation or liability of the Supplier, shall have precedence. Incidentally, the contractual parts shall apply in the order as listed above in the event of contradictions.

8.2. Exclusively the provisions of the Austrian ABGB shall apply from a legal point of view insofar as the contract does not contain any regulations. Legal ÖNORMEN standards are in any case not a part of the contract.

8.3. The Supplier assumes the responsibility to create the contractual work in its entirety until the agreed completion date in full and in a functional condition and in compliance with the status of science and technology.

8.4. The service specifications are to be complied with, however will not represent any complete list of the scope of services which is to be produced. The Supplier is rather obliged to also produce the entire plant whether the service specifications at the most may be incomplete, in a fully functional condition, free of defects and in line with all official regulations and conditions that are to be complied with in full and capable of approval. The Supplier cannot refer to the fact that individual services or partial services, which are necessary for achieving this success, are not explicitly stated in the service specifications or in other contractual parts. Therefore, the contract comprises all deliveries and services, which are necessary for achieving the afore-mentioned success. The Supplier shall insofar assume a guarantee of completeness to erect the work completely at the agreed price.

8.5. The Contractor assures that the object of delivery / service complies with all applicable EU Directives (Machinery Directive, Low-voltage Directive, EMC Directive, Atex Directive, Pressure Equipment Directive,...) including its national implementation into laws, ordinances and standards, which the object of delivery/service is subject to and undertakes, for the event of the non-compliance with these provisions, to fulfil possible conditions of authorities or other public departments at its costs and to bear possible fines. Should recommendations be formulated in standards that are to be applied (can or should provisions) it is obligatory to comply with such recommendations.

8.6. The house regulations of Handl Tyrol and in particular the hygiene and safety guidelines are to be complied with by the Supplier as well as its employees, unskilled workers, authorized agents and sub-contractors. The Supplier undertakes to send all authorizations and permits under food law for the products that are to be delivered to Handl Tyrol without request in writing or in an electronic form before the delivery or in the event of framework orders before the first delivery.

8.7. The connection of the contractual plant to the already existing buildings and plants must in any case be carried out so that the currently existing function of the existing stocks is not impaired. The Supplier has to contact the project management of the Customer with regard to the connection of water and electricity as well as the place for the equipment of the building site and storage of the building materials. All details about necessary supplies with compressed air, natural gas, cooling water, cooling air etc. and their disposal are to be coordinated with Handl Tyrol in time so that the machine or plant can be put into operation at the date planned by Handl Tyrol. With the connection to the infrastructure equipment of Handl Tyrol, it is to be informed in time before the execution.

8.8. The Supplier further declares that owing to the contractual parts (in particular also plans, permits, etc.) it is in the position to fulfil the contractually agreed services and entitled to do so in full. All working and detailed plans and service specifications are to be created by it in the corresponding gauges before the start of production and are to be submitted to Handl Tyrol for release.

8.9. The service as per contract shall also comprise all costs, fees and duties associated with the work and its execution.

8.10. The scope of services of the Supplier further includes the building site equipment including the permits which are necessary for this, the building site security service and the protection of the building site. The Supplier has to provide all machines, devices, scaffolding, lifting gears, construction huts, etc., which are required in order to execution the order, at its costs and risk. Insofar as Handl Tyrol makes such objects available in an individual case this shall be carried out at the costs and risk of the Supplier. The storage of delivered building parts and materials will be carried out at the Supplier's risk.

8.11. Conversion work is to be carried out by the Supplier at its own responsibility in compliance with the relevant statutory provisions, in particular the Austrian Industrial Protection Act. The Supplier has to carry out the risk analysis, which is required in Section 35 Par. 2 Industrial Protection Act, in case of conversion work. If it is derived from this risk analysis that the conversion concerns a substantial change to the machine or plant, this is to be treated as if it were a new machine or plant. If the Supplier is intending to use hazardous substances, because substitute substances cannot be used for this purpose, then the type, quantity and storage are to be announced to the Customer. This shall in particular apply to inflammable and oxidising substances as well as those which pose a danger for food. If the necessity is determined during the execution of the order to use unannounced hazardous substances, it is essential to reach an agreement with the project manager of Handl Tyrol before their use. At the request of Handl Tyrol, more specific details are to be provided with regard to the hazardous substances.

8.12. Work, with which the fire and other alarm systems have to be taken out of operation owing to false activation, are to be reported to the project manager at least 24 hours before the execution. The completion of this work is to be reported to the project manager immediately.

8.13. Services, with which the presence of Handl Tyrol or a representative is necessary, must be carried out during the normal working hours of Handl Tyrol.

8.14. In case of "incomplete machines", these are machines which are only determined to be installed in other machines or in other incomplete machines or equipment or are to be assembled herewith in order to form a machine together with these in accordance with the Machinery Directive 2006/42/EC, Article 2, Par. g, must be brought into circulation. The Supplier, manufacturer of an incomplete machine or its authorized agent will ensure before these are brought into circulation that

- a) the special technical documents are created according to Annex VII Part B of this Directive;
- b) the assembly instructions are created according to Annex VI;
- c) an installation declaration was issued according to Annex II Part 1 Section B.

8.15. The Supplier must make all necessary information available to the Customer in order to enable an as far as possible smooth assembly with other machines or machine parts, these include among others the documents cited in the previous paragraph.

8.16. The formal submission for the approval of operating plants and use shall in fact be carried out by Handl Tyrol, however the Supplier has to provide all preliminary work and preliminary services for this purpose and also to participate in the use approval and operating plant approval procedure without a separate reimbursement of costs.

8.17. The Supplier explicitly declares that the employees assigned by it on the building sites have social security, health and accident insurance and possess a valid work permit for this building project. The proof in this respect is to be provided to the Customer immediately upon request.

8.18. In case of machines and plants a formal final acceptance will be agreed, which shall be carried out by the Customer after creation and the successful execution of a trial operation. A protocol will be created concerning this final acceptance that is to be signed by the contractual parties, in which possible complaints and defects are to be recorded. However, this protocol has no exclusion effect in the sense that the Customer loses claims owing to possible defects that are not listed in the protocol. In particular the Supplier also has to remedy all defects and fulfil all conditions without a corresponding note in the protocol. This shall apply irrespective of whether it concerns obvious or hidden defects. The granting of the official use approval is in no way to be seen as a final acceptance within the meaning of this provision.

8.19. Should the partial acceptance of individual phases of construction take place before the final acceptance or should parts or the entire work that is to be erected/delivered owing to this contract actually be taken into operation before the final acceptance this shall not yet represent any final acceptance within the meaning of the above provision. A commencement of the customary operation on parts or the whole plant is not to be seen as a final acceptance within the meaning of a passing of risk and start of the liability from warranty either.

8.20. The final acceptance is decisive for the start of the liability of the Supplier from warranty as well as for the passing of the risk to Handl Tyrol.

8.21. If the Customer refuses the acceptance owing to the existence of defects determined during the final acceptance the Contractor undertakes to invite the Customer to an acceptance once again after remedying the defects with a period of notice of at least 8 days if, in its opinion, the readiness for acceptance has now been achieved.

8.22. From 5 % of improvement work of the still outstanding remuneration for the work/purchase price onwards, the Customer is entitled to withhold the total still unpaid remuneration for the work/purchase price. In case of improvement work of up to 5% the Customer is entitled to retain 10 % of the still outstanding

remuneration for the work/purchase price. A possible contractual liability retain shall remain unaffected hereby.

8.23. Employees to be named by the Customer are to be properly initially trained in the delivered plant or partial plant at the Supplier's costs.

This initial training shall at least comprise:

- the training to operate the plant;
- the training to avoid dangers in all life phases of the machine (EN ISO 12100 - 2004 : 4) as well as for the use of safety equipment and
- the training for the service and maintenance of the plant.

An initial training date is to be agreed with the Customer for this purpose; at least two weeks before the agreed date the essential contents of the initial training are to be submitted. The initial training is to be listed as a separate point in the directory of services.

8.24. The Contractor undertakes to make a list of the building parts available, which have to be repeatedly checked. The inspection cycles for the individual building parts as well as for the machine(s) in their entirety are to be stated.

8.25. The Contractor is moreover obliged to hand over the following to the Customer

- a detailed documentation (e.g. photo documentation, protocols, factual presentations,...) of the services provided by the Contractor (particularly if these parts of the service are withdrawn from the inspection and determination by the further execution) whereby a joint determination with the project manager of the Customer is to be made possible,
- information about used building materials and technologies (for example product descriptions and brochures),
- all plans which are necessary for a better (risk-free) usability of the created work (e.g. laying plans of the electrical and other lines, etc.).

For plant parts and machines the documentation obligation comprises as a minimum requirement:

- Description of the commissioning;
- Description of the ordinary putting out of operation;
- Lists of spare parts and consumables incl. sources of procurement;
- Electric circuit diagrams;
- Plant plans;
- Construction drawings;
- Documentation of the control software;
- Maintenance plan;
- Maintenance instructions;
- Safety instructions;
- Remedy of faults and troubleshooting.

8.26. The Contractor undertakes to supply the necessary documentation, engineering services, drawings, detailed plans, etc. in triplicate as hardcopies as well as one time as an electronic copy (format at the request of the Customer) – both in the German language – at its costs.

8.27. The Customer is entitled to counteract the payment claim of the Contractor with the objection of the insufficient due date until the submission of the full documentation in a written and digital form.

8.28. Non-documented services of the Contractor shall be deemed as not provided.

8.29. The Contractor undertakes to warn the Customer immediately with a subsequently occurring dangerous condition of its work or individual parts thereof. In this case it has to comply with the product observation obligation imposed upon a producer analogue to the Product Liability Act. It also has to provide the Customer all necessary clarifications and hand over documents after the termination of the contract.

8.30. The Contractor is moreover obliged to store the originals of all important documents relating to the project (official permits, structural analysis, plans, expert's opinions, correspondence, construction work log book, etc.) for a period of 10 years and subsequently on data carriers for a further 20 years and to hand these over to the Customer upon request in full or in part free of charge.

## 9. Copyrights and property rights, non-disclosure obligations

9.1. The Contractor assures that property rights of third parties are not infringed by the delivery and use of the objects of delivery / service. Handl Tyrol is entitled to fulfil property right claims of third parties at the Contractor's costs in order to enable the use of the objects of delivery. The Supplier has to indemnify Handl Tyrol in case of disputes owing to the delivery, which are supported on intellectual or industrial property rights and to guarantee the unlimited use of the delivered object.

9.2. All information, documents, notifications and data, which are given or handed over to the Supplier by Handl Tyrol and its authorized agents or other persons, albeit in writing, orally or by means of electronic data transmission ("confidential information") will be treated strictly confidential and kept secret by

the Supplier. Deemed as confidential information is information of the Customer and/or its affiliated companies, in particular with regard to the development, inventions, production, purchasing, accounting, mechanical engineering, marketing and sales policies, sales, new product plans and aims, strategies, records, designs, samples, models, sketches, systems, processes, production plants, contents and facts of the business relationship, key contracts, recipes, etc. The Supplier undertakes to treat all confidential information confidential in an as comprehensive manner as possible and to exclusively use or exploit this for the fulfilment of the concluded contract. The confidential information may in addition neither be used directly, nor indirectly without the explicit written consent of the Customer.

9.3. Drawings, makeshifts, tools, forms, recipes, etc. insofar as they are made available by Handl Tyrol in order to carry out the order, shall remain its property and may not be made accessible to third parties and not be used for own purposes. After the completion of the order they are to be returned to Handl Tyrol without request in an impeccable condition. At the request of Handl Tyrol the Supplier undertakes to return or to destroy all written documents and all documentation material, which contain confidential information, including copies thereof in the possession of the Supplier and to delete all electronically stored data. The Supplier will confirm to Handl Tyrol at its request within one week in writing that it has satisfied this obligation.

9.4. The Supplier undertakes to impose this non-disclosure obligation upon those persons, whose services it uses in order to fulfil the contract. The restrictions and obligations of this section shall also continue to exist after the expiry, termination or revocation of the business relationship and the Supplier, its sub-contractors and its and their legal successors will continue to be bound to this obligation.

9.5. The use of the name "Handl Tyrol", "Speck-Alm" or other trademarks and logos of the Handl Tyrol Group as a reference on possible reference lists of the Supplier are only permitted with the explicit written consent of Handl Tyrol.

9.6. For the event of the breach of these non-disclosure provisions the Supplier undertakes to pay Handl Tyrol per breach a penalty in the amount of EUR 50,000.00. This is not subject to the judicial reduction and shall have no effect on the right of Handl Tyrol to request the compensation of a damage beyond this caused by the breach.

#### 10. Other contractual provisions

##### 10.1. Contractual language and place of performance

The contractual, order and business language is German. The place of performance for all services from the contract is the head office of Handl Tyrol in 6551 Pians.

##### 10.2. Requirement for a written form

Oral promises will not be valid and not exist. All agreements, subsequent changes, supplements, collateral agreements, etc. require a written form in order to be valid (letter and fax). This shall also apply to the agreement with which the written form is to be excluded.

##### 10.3. Applicable law

The contractual partners agree, insofar as not opposed by any mandatory statutory provisions, upon the application of Austrian law. The UN Convention on Contracts for the International Sale of Goods as well as all provisions, which refer to the UN Convention on Contracts for the International Sale of Goods, are explicitly excluded.

##### 10.4. Place of jurisdiction

The court of factual jurisdiction at the registered seat of Handl Tyrol GmbH in 6551 Pians is agreed as the place of jurisdiction for a decision in all disputes, which ensue from this contract or concerning these General Business Terms. Irrespective of this place of jurisdiction agreement Handl Tyrol is entitled, at its choice to assert its claims against the customer at all places and before all courts, which can be rendered to have jurisdiction according to the statutory regulations, in particular before the court at the registered seat or place of residence of the Supplier.

##### 10.5. Severability clause

Should individual provisions of these General Business Terms be or become invalid or non-enforceable in full or in part, this shall have no effect on the validity of the conditions on the whole. An invalid regulation shall be deemed as replaced by such a regulation which shall as far as possible correspond with the commercial purpose.

The company

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hereby declares to accept the general conditions of purchase and orders of Handl Tyrol GmbH.