GENERAL PURCHASING TERMS AND CONDITIONS AND CSR BEHAVIOR GUIDELINES FOR SUPPLIERS OF RATHGEBER GMBH AND RATHGEBER GLOBAL SALES GMBH
(Version 10/06/2026)

1. Scope

1.1. Only the General Purchasing Terms and Conditions are valid for all orders and purchases by Rathgeber GmbH and Rathgeber global sales GmbH. Orders by Rathgeber GmbH and Rathgeber global sales GmbH are only awarded based on these General Purchasing Terms and Conditions.

1.2. We explicitly object against contradicting or deviating terms and conditions (especially sales, delivery and other business conditions) of the contractors or sellers. If a deviating written agreement has not been made, then the application of these terms and conditions is the prerequisite and condition for the closing of the contract.

1.3. Purchasing orders or orders are only binding in a written, company conforming format. Purchasing orders or orders placed verbally or through the phone will only become binding with a subsequent written and company conforming confirmation.

1.4. By accepting the order or the purchasing order, the contractor/seller obligates itself to deliver the goods exactly in the listed, ordered and agreed quality, quantity and description. For this purpose, the detailed adherence to the listed specifications, parts lists, drawings or technical documents or other information required for the execution of the order or the purchasing order is required.

1.5. Any material/goods delivered must be in accordance with the relevant Austrian and legal EU standards and regulations. Deviations must be approved explicitly by Rathgeber GmbH or Rathgeber global sales GmbH in case of deviations from the listed standards or regulations.

2. Delivery

2.1. All required documents must be attached to the delivery. The term required documents includes especially all shipping documents, certificates of origin, certificates, review verifications, registration documents, conformity declarations and other documentations that must be available for the use of the goods as well as all documents explicitly requested by us. The supplier assumes the possible costs for the acquisition of these documents.

2.2. Excess or over-deliveries that are made without a legally effective purchasing order from us will not be accepted under any circumstances, not even if they are viewed as in accordance with the industry standard.

2.3. If goods must be delivered as a call-off order, then they must be stored professionally until the call. We have the right to inspect the stored goods.

2.4. For proper allocation, our order number must be placed on all documents listed above.

3. Delivery conditions

3.1. The delivery or service must be provided by the contractor/seller to the delivery address listed on the respective purchasing order. If not agreed otherwise, then the delivery address is also the invoicing address.

3.2. If we should specify or exclude certain shipping methods, certain transport means, transport paths or freight forwarders, then these determinations are binding for the contract partner.

3.3. If we should not specify any shipping regulations, then INCOTERMS (in the respectively valid version) DDP Plant A-6020 Innsbruck are agreed.

3.4. If not agreed otherwise, then partial deliveries will not be accepted.

3.5. If not agreed otherwise, then the ownership is only transferred after a proper acceptance at the location specified by us.

4. Delivery times

4.1. Assumed that a delivery date was agreed, then all orders or purchase orders awarded by us are firm deals. If delivery dates are exceeded, then we have the right - in accordance with §§ 919 ff ABGB - to cancel the contract and to establish a claim for damages.

4.2. The contractor has no claims in case of such a contract withdrawal. If for any reason a business case should not have been closed as a firm deal and if the contract partner does not fulfill the contract in a proper manner, at the correct time or in an agreed way, then we have the right to withdraw from the contract without claim for compensation for the contractor but with the right for us to claim compensation.

4.3. In case the contract partner is in arrears, then a penalty in the amount of 1% of the gross order value - however a maximum of 50% - is agreed for each day of delay (Sundays and holidays are viewed as days in arrears). The assertion of additional, actually occurred damages based on the delayed delivery as well as other damages that go beyond the delay is reserved.

5. Prices

5.1. The prices agreed in the order are always fixed prices.

5.2. Should a change of the prices occur due to cost increases at the contract partner, then such an increase of the prices cannot be charged to us. For additional or supplemental deliveries, which are directly related to the contract in question, the contract partner is obligated to grant us the same condition as for the contract in question. This is independent of the ordered volume or the other circumstances of the new order.

6. Fulfillment date

6.1. The arrival of the delivery at the listed delivery address or the acceptance of the service by our personnel is viewed as the fulfillment date.

6.2. Non-adherence to the delivery or the fulfillment date specified in our order gives us the right to declare the contract withdrawal without awarding a period of grace and without prior announcement for the volume that was not delivered at this date.

6.3. The supplier is liable for all harms that are caused by the exceedance of the delivery time (service period). Deliveries and services that are not accepted will be made available to the supplier at the delivery address specified in the order.

7. Payment terms

7.1. The payment targets listed in the order will always be calculated after the proper acceptance of the goods at our facility or the acceptance of the services and the receipt of the invoice. Deliveries before the ordered delivery date have no impact on the payment target.

7.2. If no other payment targets should be agreed as part of an order, then the following applies in accordance with the above listed conditions: 14 days – 3% discount or 60 days net.

7.3. If partial payments should be agreed, then the respective transfer will only be made against explicit written requests (invoicing).

7.4. By accepting the order, the contract partner declares that it agrees to all of the above conditions.

8. Notice of defects

8.1. It is explicitly agreed that the assertion of the notice of defects is not bound to the adherence of any deadlines neither with respect to open, nor still hidden defects.

8.2. Hidden defects give us the right to request a reimbursement for the wages expended for the machining and processing.

8.3. We also have the right to compensation for damages for all harms that occurred to us due to the deficient service performance.

9. Liability

9.1. The contract partner guarantees that the delivered goods are in accordance with the regulations of the Austrian product liability law and that the contract partner is fully entitled to dispose of the goods and that it therefore transfers into our unrestricted ownership. In case that claims are raised against us based on the delivered goods (material, product, etc.), the contract partner accepts the obligation to hold us completely free of damages and complaints (indemnity obligation) and to join us as a joint-intervenient in possible processes.

9.2. The contract partner is obligated to perform a detailed product observation and to keep the goods always in the current state of the scientific and technical knowledge and to provide, if required, all production documents to us and to inform us immediately about the manufacturer and importer.

9.3. The contract partner must attach a detailed instruction manual for the delivered goods (products) with easily understood symbols and must consider the typical use, especially also by non-craftsmen.

9.4. A possible hazardousness of the goods must be separately highlighted. If product errors (design, production, instruction errors or transport damages, etc.) occur or if they become known, then the contract partner must inform us immediately and must reimburse all costs, especially also those for a call-back action.

9.5. The contract partner is obligated to establish an adequate product liability insurance - including series production damages - and to keep us free of damages and complaints in damage and regress cases.

9.6. The contract partner herewith relinquishes all payment claims against the insurance to us.

10. Patent and trademark protection/EC conformity declaration

10.1. If the products purchased by us are subject to property rights, especially patent rights, then the purchase of these rights is included in the sale price as far as it is required for the use or the machining and processing of the ordered goods.

10.2. The contract partner is liable towards us to ensure that third party property rights are not violated and holds us completely free of damages and complaints through the first request.

10.3. The contract partner assures that all deliveries/products/goods or parts thereof are in accordance with the respective - if available - legal community directives (machine directive including codes of practice) and holds us in this respect completely free of damages and complaints.

11. CSR guidelines

We have emphasized our commitment for the environmental protection, the adherence to human rights and the work standards as well as for the fight against corruption by implementing our Corporate Social Responsibility guidelines (CSR guidelines). These guidelines emphasize our willingness to request the adherence to the principles of the sustainable development also from our suppliers and service providers.

By accepting our guidelines, the supplier accepts the obligation to undertake all required efforts to apply and implement our guidelines without exception by adhering to the contract regulations and the valid national statutory provisions.

Any intentional non-adherence to the principles listed in the CSR guidelines by the supplier is viewed as a violation against its contract obligations and can result up to contract terminations based on the fault of the supplier plus potential claims for damages.

If a supplier should not be in a position to adhere to one or more regulations in our guideline based on special circumstances, then the supplier must inform us about this and must agree jointly to required corrective actions.

11.1 Supplier partners / partnerships

The loyalty principle, which creates and maintains permanent trusting relationships applies to us and to our suppliers. The supplier aligns its activities to the principles of honesty and justice as well as to the prevailing competitive rules and the valid anti-corruption regulations in the business relationships. The contract negotiations and the contract implementation must not result in behaviors or actions that can be viewed as active or passive bribery, co-guiltiness for passive bribery or the so-called cronyism.

We treat our suppliers sincerely and fairly, independent of their size and market position. We request that all purchases are handled in accordance with the principle of an open and fair competition.

The supplier accepts the obligation to not offer or grant presents, invitations, favors, favoritisms or other benefits to our employees or their families, which could restrict the incorruptibility, the free judgment or the objectivity of the said employee in its business relationships with the supplier. Little somethings in form of presents can be accepted by the employees only in exceptional cases and at adequate occasions (e.g. at the end of the year), they must be of little value and must be within the realm of what is normal in the industry.

It is prohibited for the supplier to assume the travel or accommodation costs for our employees in case of a location inspection. Invitations to business meals or cultural or sporting events, etc., must be limited to exceptions and must not represent disproportionate expenditures.

11.2 Forced labor

The supplier accepts the obligation to not use any forced or compulsory labor. We define forced and compulsory labor as any type of labor or service by an individual person on pain of penalties, for which the individual person has not volunteered.

11.3 Moonlighting

The supplier accepts the obligation to not use any moonlighting as it is defined in the legal regulations.

11.4 Child labor

The supplier accepts the obligation to adhere to the regulations with respect to the abolition of child labor and the protection of minors as these are specified in the national legislations. The supplier especially commits itself not to hire any person who has not yet reached the minimum age in accordance with the national legislation.

11.5 Nondiscrimination

The supplier accepts the obligation to not make any difference, exclusion or preference based on race, skin color, gender, profession of faith, political opinion, the national heritage or the social origin that results in the fact that the equal opportunities or equal treatment in employment or job are abolished or impaired.

We do not view the differentiation, the exclusion or the preference of persons based on the qualification required for a certain activity as well as special measures that accommodates the special requirements of persons who based on their gender, age, an individuality, family related pressures or their social or cultural background require a special protection or special support (positive discrimination) as a discrimination.

11.6 Working time

The supplier adheres to the local laws with respect to the working times

11.7 Compensation

The supplier adheres to the local laws with respect to the minimum wage and accepts the obligation to pay its employees their compensation regularly. The supplier accepts the obligation to pay overtime in accordance with the pay scale specified the locally valid laws.

11.8 Safety and health

The supplier tries to guarantee a safe work environment that does not represent risks for the health. The supplier ensures that its activities do not impair the health and the safety of its employees, its sub-contractors, the players involved in the respective project, the neighboring population and the users of its products.

The supplier acts proactive with respect to hygiene and safety questions. The risks associated with its activities must be identified and assessed. The supplier takes all measures required for the limitation and, if possible, for the removal of these risks.

11.9 Environment

The supplier makes an effort to reach highest standards with respect to environmental protection. This applies to its products as well as to its environmental management system, especially with respect to the preservation of nature, the conservation of biodiversity and the ecological systems, the utilization of natural resources as well as the waste and hazardous material management. The supplier makes all necessary efforts to prevent damaging impacts of its activities on the environment or to hold them as low as possible by advancing responsible and environmentally conscious activities.

The supplier makes an effort to limit adverse effects for the neighboring residents, to reduce its energy consumption, residues in the water, in the air and in the soil; this also applies to the different stages of the production, the transport, the installation at the location, the marketing of the products and services as well as the disposal of the waste.

The supplier considers environmental protection, hygiene and safety criteria when purchasing products and services as well as during the design, realization and implementation of its own products and services to limit the damaging impacts of its products and services during their entire life cycle and to the maintain or even increase the quality.

The supplier accepts the obligation to adhere to the valid laws and standards as well as the laws of the target country/countries of its products.

12. EN 9100-Relevant Orders

The following requirements apply exclusively to orders that are explicitly identified by us as EN 9100-relevant.

The supplier undertakes to comply with the requirements specified in the purchase order and the associated technical documentation and specifications, and to provide appropriate evidence of compliance to the extent required.

Where applicable to the respective order, particular attention shall be given to requirements relating to product and process approval, qualification, inspection and verification, special requirements, critical items and key characteristics, as well as customer-designated or approved sources of supply.

The supplier shall inform us of any nonconforming products, processes or services, as well as any changes to products, processes, sources of supply or manufacturing locations, and shall obtain any required approvals prior to implementation.

All applicable requirements shall be flowed down to sub-tier suppliers.

The supplier shall implement appropriate measures to prevent the use of counterfeit or suspected counterfeit parts, retain the required documented information and records in accordance with the agreed requirements, and ensure the agreed rights of access for us, our customers and the relevant regulatory authorities.

Supplier performance may be monitored by us, and compliance with the specified requirements may, where necessary, be verified through inspections, verifications or audits at the supplier’s premises.

The supplier shall ensure that all personnel involved in the fulfillment of the order are aware of their contribution to product and service conformity and product safety, as well as the importance of ethical behavior.

13. Place of fulfillment and place of jurisdiction

13.1. The place of fulfillment is the place of destination listed in our respective order. The goods travel at the risk of the contract partner until the arrival at this fulfillment location.

13.2. Austrian law applies.

13.3. The applicability of the UN purchase law is excluded.

13.4. The contract language is German.

13.5. The contract parties agree on Austrian, domestic jurisdiction. The local court at the headquarters of our company is responsible for the decision about all disagreements that are caused by the contract relationship.