

## GENERAL TERMS AND CONDITIONS OF PURCHASE “PT&Cs”

### 1. GENERAL POINTS & SCOPE OF APPLICATION

- 1.1. These terms and conditions apply to all legal correspondence and transactions relating to the procurement activities of KPV Solar GmbH (hereinafter referred to as “*KPV*”) and are an inseparable component of every order, order confirmation, purchase contract and contract for work agreed between *KPV* and its contractual partners.
- 1.2. By entering into the contract, the supplier acknowledges and accepts these PT&Cs and the clauses therein.
- 1.3. These PT&Cs shall apply solely. Opposing terms or terms deviating from these PT&Cs are not recognised by *KPV*. *KPV* expressly rejects any such terms.
- 1.4. In the interests of better readability, gender-equitable language has not been used. The meaning of the substantives used applies in all cases to all people (m/f/x).

### 2. CONTRACT FORMATION

- 2.1. Quotations and cost estimates received are deemed to be binding for the period of time stated, unless expressly described as non-binding. The prices, unless explicitly otherwise stated, are quoted net of the applicable Austrian VAT rate. The euro (EUR) is deemed to be the currency of payment, unless otherwise agreed.
- 2.2. A contract is deemed to have been formed if *KPV* sends an order confirmation to the supplier, or signs a contract, which makes reference to the relevant quotation. The order confirmation may also be sent in electronic form.



- 2.3. The order confirmation will not contain an official company signature; if requested by the supplier, such a confirmation can be sent separately.
- 2.4. Any variations to the order confirmation/contract referred to verbally or in emails or other written documents are only relevant if explicit reference is made to them in the order confirmation.
- 2.5. These General Terms and Conditions of Purchase apply also to follow-on orders, even if no explicit reference is made to this effect.
- 2.6. Unless explicitly agreed in writing, any agreements and changes must be made in writing to be valid. The requirement for the written form is also deemed to have been met if a free-format email, making reference to the relevant order, is sent.

### **3. PRICES AND PAYMENT**

- 3.1. Unless otherwise agreed in advance and in writing, quotations and cost estimates provided by the supplier are made at no cost to **KPV**.
- 3.2. Additional costs, for instance for dispatch, packaging, insurance, customs duties or for any surcharges that may be applied, must be listed in the quotation.
- 3.3. Payment will be made following full delivery and formal acceptance of the goods/service provision, together with correct invoicing thereof (correct address, order number cited, VAT number, correct description of the delivery/service provided), within 30 days net of VAT, unless other payment terms were agreed and stated in the order confirmation.
- 3.4. Part-payments must be separately agreed.



#### **4. DELIVERY AND PAYMENT**

- 4.1. Partial deliveries or provision of services must be separately agreed.
- 4.2. The delivery terms and conditions must be agreed in the quotation/order document.
- 4.3. The supplier is obliged to ensure the packaging used is fit for purpose, and to send all necessary dispatch documents with the goods.
- 4.4. The place of delivery will be notified by **KPV** in the order confirmation. The place of fulfilment is **KPV's** headquarters.
- 4.5. The supplier bears all risk relating to the delivery until the point of acceptance by **KPV** or an authorised person at the stated place of delivery (INCOTERMS: FCA).
- 4.6. If the supplier has reasonable grounds to assume that the agreed delivery date will be postponed, the supplier is obliged to give notice of this without delay, citing the reasons for the delay and the expected length of the delay.
- 4.7. In addition to the general statutory regulations that apply, in the event of the supplier being at least 4 weeks late in delivering the goods/services, or in the event of some other good cause such as - in particular - bankruptcy proceedings being opened in respect of the supplier's assets or the dismissal of a bankruptcy petition for lack of cost-covering assets, **KPV** is entitled to withdraw from the contract.

#### **5. WARRANTY**

- 5.1. The supplier warrants that the product delivered is free of defects in goods and title and suitable for the specified use; and also that it has the specified properties.
- 5.2. The warranty period is two years from the point in time at which risk is transferred, as set out in point 4.5.



- 5.3. **KPV**, or a representative of **KPV**, will examine the product delivered within a reasonable period of time (4 weeks maximum) following its receipt. A failure to observe this period of time does not mean that warranty rights within the warranty period have been waived.
- 5.4. If the product is defective, **KPV** will inform the supplier in writing and demand the rectification of the defect or assert other rights to which it is entitled under warranty law.

## **6. DAMAGES**

- 6.1. The supplier shall be liable for any damage to property or financial losses on whatever legal grounds, in particular due to delay, unacceptable service, positive breach of an obligation, culpability at the point of contract formation, consequential damages, defects or unlawful acts suffered by **KPV**, its employees and/or its customers or their employees.
- 6.2. The deadline for making a claim for damages shall be three years from the point in time at which risk is transferred, as set out in point 4.5.
- 6.3. In addition, statutory regulations apply.

## **7. CONFIDENTIALITY AND NON-DISCLOSURE**

- 7.1. Personal data may only be held or processed in accordance with statutory data protection regulations. The supplier agrees to its data, which is disclosed as part of the ordering and order processing processes, being collected, processed, stored and used for accounting and other internal purposes. The data will be used by **KPV** to meet statutory regulations, process payment transactions and for promotional purposes, but will not be passed to any third parties.



- 7.2. The supplier undertakes not to disclose any confidential information, operational or business secrets, designs etc. which become known to it or are made available to it by the client in the course and context of the business relationship. Such information may only be passed to others with the express prior consent of the client.

## **8. OTHER POINTS**

- 8.1. These PT&Cs are available in German and English; in case of any doubt, the German version takes preference.
- 8.2. Should individual clauses of a contract or these terms and conditions become invalid, the validity of the other clauses will not otherwise be impaired. The invalid clause shall be replaced by a valid clause that comes as close as possible to the purpose and intent of the original clause.
- 8.3. Austrian law shall apply; international private law clauses and the UNCITRAL agreement on contracts for the international sale of goods shall be excluded. The INCOTERMS valid at the time of forming the contract shall apply for the purpose of interpreting the terms of trade.
- 8.4. The place of payment and fulfilment for all obligations arising out of the reciprocal business relationship and these PT&Cs is Klagenfurt am Wörthersee/Austria.
- 8.5. It is agreed that the sole place of jurisdiction for any disputes arising directly or indirectly out of the contractual relationship with **KPV** shall be the court in Klagenfurt am Wörthersee/Austria with responsibility for the subject matter.

**Status 03/2023**

