

Purchasing Terms and Conditions

of the MOLIN Group, published at www.molin.at
valid for:

Molin-Industrie-Inbetriebnahme-Montage-Gesellschaft m.b.H. & Co. KG
ZAP Vermietungs- und Beteiligungs GmbH
mo tec montagetechnik & dienstleistung gesellschaft mbH
Molin Elektro GmbH

1. Scope of Application

These terms apply to all deliveries and services provided to the **above-mentioned companies of the MOLIN Group** as the Client (CL). By accepting or performing the order, the Contractor (**CO**) agrees to all written and printed terms. The CO's sales and delivery terms are not recognized; any deviation from our purchasing terms requires the CL's explicit written approval.

2. Conclusion of Contract

Orders are only binding if issued in writing by authorized purchasers, project managers, or company management. Only orders issued in writing—via fax, email, or post—are binding. Any other agreement requires written confirmation.

Acceptance of our order and purchasing terms is deemed confirmed at the latest upon actual delivery unless a written objection is submitted beforehand.

If no order confirmation is received within five days, the order is deemed accepted according to our order letter and purchasing terms. In such cases, we reserve the right to withdraw the order.

If the supplier has submitted an offer, the contract is concluded when we send the purchase order.

If the CO begins executing the order within 14 days from dispatch of our order, such commencement is deemed unconditional acceptance even without written confirmation. Technical or commercial deviations must be listed in the order confirmation and require our written approval. The CO's terms (including non-contradictory parts) are valid only with explicit written acceptance.

Any additional costs resulting from failure to comply with order conditions shall be borne by the supplier.

3. Prices

Prices specified in the order are fixed unless variable prices have been expressly approved in writing. For variable prices, only surcharges approved by the Parity Commission will be recognized.

Price adjustments are calculated according to ÖNORM 2111.2.5 using a factor of 0.85.

Domestic prices are net without VAT. Unless otherwise stated, prices include packaging, freight, and insurance. Delivery is "free to destination, unloaded." Ownership passes simultaneously with transfer of risk.

If delivery is not agreed as free-house, we only cover the most economical freight option; loading costs before handover to the carrier are borne by the CO.

The CO must ensure adequate packaging appropriate for the shipment method, guaranteeing intact arrival.

Costs arising from inadequate packaging are borne by the CO. If alternative arrangements exist, packaging may be returned freight-free for full credit.

4. Invoicing

Invoices must be submitted in duplicate, including delivery confirmations signed by our receiving personnel. Construction invoices must also include signed daily reports or timesheets.

The invoice must clearly state our order number, project number, and customer number.

Service invoices require supporting performance confirmations.

Collective or partial invoices are only accepted if agreed. Domestic invoices must state VAT percentage and show VAT separately.

5. Payment

Payment is due only after complete, defect-free delivery/service and proper invoicing.

Proper invoicing includes: delivery confirmations, quantity lists, technical documents (manuals, drawings, certificates), and acceptance protocols.

Unless otherwise agreed:

45 days with 3% discount or **90 days net** after full delivery and invoice review.

Partial invoices: 14-day review period

Final invoices: 30-day review period

Payments are made weekly on a designated payment day. Discount remains valid if paid on the next payment day after due date.

The CO accepts offsetting against claims of the MOLIN Group. Cash-on-delivery shipments are not accepted.

We may withhold payment due to defects while retaining the discount right. Payment deadlines resume only once the defect situation is resolved.

Up to **10% retention** of invoice value may be withheld during the warranty period.

6. Delivery Dates and Deadlines

Place of performance is the destination indicated in the order.

Delivery time includes the full delivery of goods including certificates, documentation, and technical documents. Deadlines are binding.

Early delivery does not accelerate payment periods. Early deliveries without approval may result in cost charges.

If delays become foreseeable, the CO must immediately notify us and await written approval.

In case of delay, we are entitled to withdraw from the contract, enforce performance, or procure substitute goods. All additional costs are borne by the supplier.

Delay penalty: **0.5% of total contract value per calendar day**, max. **12%**.

Penalties may be deducted or invoiced without proof of damage.

7. Shipping Requirements

All shipments must be clearly marked with delivery address, order number, position number, etc. Each shipment must include a detailed packing slip with order number, CN number, and material number.

Non-compliance entitles us to refuse delivery at the supplier's cost and risk.

Customs documents must be provided timely for foreign shipments; costs due to missing documents are borne by the supplier.

8. Warranty, Defects, Liability

The supplier guarantees flawless material, proper execution, and full functionality complying with technical standards, norms, safety regulations, and authority requirements.

Defects must be remedied immediately at the supplier's cost or defective parts replaced free of charge.

If urgency requires, we may remedy defects ourselves at the supplier's cost.

Acceptance signatures do not constitute approval of proper delivery.

The CO is liable for full and defect-free delivery, technical suitability, project requirements, and must examine project documents if needed (duty to test and warn).

The warranty period is **three years** from defect-free acceptance or commissioning.

Warranty is interrupted by each written defect notice and restarts after correction.

The CO waives the right to object to late defect notices.

The supplier is liable for all damages resulting from delays, including storage, labor delays, lifting costs, etc.

Payment does not waive warranty rights.

9. Jurisdiction

Place of performance is the delivery destination.

Jurisdiction for payments and legal disputes is **Wels, Upper Austria**.

Austrian law applies exclusively; CISG is excluded.

Arbitration agreements require a written bilateral agreement.

10. Liability and Insurance

The supplier is liable for all damages caused by itself, its personnel, or subcontractors. A liability insurance policy with adequate coverage for personal, property, and product damage is mandatory. Proof must be provided on request.

11. Responsibility

The supplier commits to complying with the **MOLIN Supplier Code of Conduct** (current version available online).

Severe violations entitle MOLIN to immediate contract termination.

12. Other Provisions

Materials provided or prepaid by MOLIN remain our property and must be stored separately, clearly marked, and used exclusively for our orders.

We reserve the right to carry out inspections at the supplier's facilities or those of its subcontractors at any time.

Subcontractors must be disclosed and approved. The supplier remains fully liable for their performance.

Drawings, calculations, and models provided by MOLIN remain MOLIN's property and may not be used for other purposes.

Claims against MOLIN may only be assigned with written approval.

Deliveries must be free of retention of title.

Incorrect or missing order numbers causing delays may result in cost charges to the supplier.

Invalidity of individual provisions does not affect the validity of the remainder.

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