1. General

1.1 These General Terms and Conditions of Purchase ("GTC") shall apply exclusively to business relationships between the Contractor and Greiner Bio-One GmbH and/or Greiner Bio-One International GmbH (individually or collectively referred to as "GBO") for the use of machinery, equipment, goods (hereinafter individually or collectively as the "Deliverable") by GBO, regardless of whether the Contractor performs the service itself or purchases it from sub-suppliers. The terms and conditions of purchase issued by the Contractor, which have not been expressly acknowledged in writing by GBO, are excluded.

1.2 These GTC shall also be valid if and to the extent that GBO acknowledges them in writing. The written form required by these GTC shall also be met if an e-mail or fax are sent.

1.3 These GTC shall be valid if and to the extent that they are not contradicted between the Contractor and GBO, even if no separate reference is made to these conditions in the individual case. Agreements deviating from these GTC (amendments, supplements) shall only be valid if they are expressly acknowledged in writing by GBO.

1.4 The Contractor acknowledges that the data contained in an order is processed by GBO, Austria: ARA = Altstoff Recycling Austria AG, the following legally binding declaration must already be included in the offer, but also on every delivery note and on every invoice: ARA = Altstoff Recycling Austria AG, 42416507.

1.5 The Contractor irrevocably agrees to the future unilateral amendment of these GTC.

2. Offer and placing of orders

2.1 Offers issued by the Contractor must be complete and conclusive and must include the Deliverable and the price. Offers, cost estimates, plans, test certificates for technical devices and all other documents of the Contractor are also binding and shall not be cancelled, unless otherwise agreed in writing otherwise.

2.2 If the Contractor’s order confirmation deviates from the content of the order, this must be explicitly pointed out and the written consent of GBO must be obtained; otherwise no contract shall be concluded.

2.3 On all documents addressed to GBO, in particular order confirmations, dispatch notices, delivery notes, invoices and invoices, the Contractor shall state the order number, the order date, the article number and all the data that GBO uses to identify its order in greater detail.

3. Plans, technical documents and information

3.1 The Contractor is responsible for forwarding all the necessary technical documents such as illustrations, drawings, weight information and dimensions to GBO in time so that it can take care of the constructional requirements for the installation of the Deliverable.

3.2 The Deliverable and the supplied accessories must comply with the applicable laws, regulations and standards, in particular those of the European Union.

3.3 Material, data, information, work, work rights, design rights or other forms of intellectual property rights to all drawings, specifications, data and information provided by the Contractor shall remain the exclusive property of GBO at all times.

4. Prices, payment terms and billing

4.1 The prices stated in the order and agreed with the Contractor shall be fixed prices. Any change to prices during the agreed delivery period shall be void, even in the case of changes in currency, exchange rates, fuel, which and expressly excludes all price escalations.

4.2 Prices do not include statutory value added tax or other (transportation) taxes, customs duties and other levies of any kind. Such costs and levies that are not included in the contract price shall be charged for its cost price and this shall be shown separately in the invoice; in this case the Contractor shall indemnify and hold GBO harmless or its representatives in full.

5. Delivery, ownership and risk

5.1 Delivery shall be on the agreed day of delivery, or on the agreed day of service provision, as the case may be. GBO is entitled to make delivery in parts or in advance without the Contractor's prior consent and without prejudice to its right to demand payment immediately if the circumstances so dictate.

5.2 A delivery or service provision before the agreed date or a partial delivery is only permitted with the consent of GBO. In all cases, GBO may not incur any disadvantages from a delivery occurrence and the payment and discount deadline in accordance with Point 4.7 shall not commence before the originally agreed date.

5.3 GBO reserves the right to postpone the delivery or service provision date, but shall inform the Contractor thereof at least later than (six) weeks before the agreed delivery date.

5.4 The delivery shall be made at the expense and risk of the Contractor. Unless otherwise agreed in writing, the Contractor shall be responsible for the loading, unloading and storage of the Deliverable, the risk and expense of which shall not be accepted by GBO. The shipment must be accompanied by a delivery note stating the order and article number(s) and, if applicable, a copy of the drawings(s) must be attached to the order.

5.5 Invoices shall be deemed to be correct if they are delivered to the Contractor's address of purchase, are legible, and bear a stamp that the Contractor has purchased the services of the Contractor and the Contractor has performed and accepted the service as agreed.

5.6 The Deliverable must be handed over to authorised employees of GBO at the destination. At this point in time, the Deliverable shall only be checked for obvious defects upon arrival at the destination. However, a quantitative and qualitative check will only be performed when the Deliverable is processed. GBO employees are generally not authorised to confirm at the time of acceptance that the Deliverable is free of quantity and quality defects. If an employee nonetheless confirms that the Deliverable has been accepted in good order, this confirmation does not mean that the Deliverable is free of quantity and quality defects. The obligations of Section 377 UGB (Austrian Commercial Code) (or "Sales Contract") are excluded.

5.7 The Contractor shall deliver all the necessary and appropriate insurance to cover its payment and unemployment contributions for the duration of the warranty period. In addition, the Contractor shall insure the Deliverable sufficiently at its own expense against damage of any kind; it shall provide GBO with evidence of the conclusion of these insurance policies upon request and, in particular, take out insurance against back injuries arising from these insurance policies to GBO, insofar as GBO requests this. If the Contractor does not provide evidence that such insurance has been obtained, without demand, GBO is entitled to demand such insurance and to have it arranged to the extent of the insurance is obtained by GBO. The Contractor shall ensure that the Deliverable complies with all applicable laws, regulations, directives, technical requirements and quality standards.

5.8 The operating staff at GBO must be trained without additional remuneration (i.e. within the framework of the agreed remuneration). All required labels, assembly plans and operating instructions must be provided or enclosed in German and English (including all technical specifications, any base design), even if the Deliverable is installed by commissioned third parties.

5.9 The Contractor is aware that certain territories, legal entities and/or natural persons are subject to sanctions and embargos as defined in the sanctions lists of the European Union (e.g. UN resolution 1393, of the UN Security Council, the US government, the EU law, national law). The Contractor is obligated to: (i) conduct sufficient due diligence and closely monitor its business partners at all times; and (ii) ensure through appropriate standards that it does not purchase products from legal entities, natural persons or territories subject to applicable sanctions and/or embargos; or (iii) otherwise violate applicable sanctions and/or embargos. The Contractor shall be responsible for observing all foreign trade regulations to be applied in connection with a delivery and, in particular, for obtaining all the approvals required under export law on its own responsibility and at its own expense.

6. Preliminary and final acceptance

6.1 A contract shall be concluded if, in a pre-acceptance of the Deliverable shall be carried out at the Contractor's premises and shall take place within a maximum of 1 (one) week after written notification of the readiness for pre-acceptance by GBO and after completion of the technical documentation by GBO. The technical documentation shall only be accepted at the request of GBO, but shall be confirmed in writing. The pre- and final acceptance shall take place in accordance with the respective contractual agreement.

6.2 GBO shall not refuse pre- and final acceptance due to minor defects, in particular defects that do not significantly impair the functionality of the Deliverable. Such defects must be remedied by the Contractor within a reasonable period.

6.3 If the acceptance does not take place within 3 (three) months after delivery of the Deliverable at the latest and this is due to reasons for which the Contractor is not responsible, the Deliverable shall be deemed to have been accepted by GBO.

7. Packaging and shipping

7.1 Irrespective of which delivery terms have been agreed, the Contractor shall be obliged to package, label, and ship the ordered Deliverable in a suitable manner at its own expense and risk; this also applies without restriction to hazardous goods. Should GBO, as an exception, take over the costs of packaging after written agreement, GBO shall be charged for its cost price and this shall be shown separately in the invoice; in this case too, the Contractor shall bear the risk of the consequences of defective or improper packaging, labeling, shipment and/or transport. Should GBO take over the costs of packaging, the Contractor shall indemnify and hold GBO harmless for any costs, damages or expenses incurred by GBO if the Contractor fails to provide such declarations or releases or takes any action, which is expressly prohibited by law or is inconsistent with the purpose. Should the Contractor fail to comply with such declarations or releases or take any action, which is expressly prohibited by law or is inconsistent with the purpose, GBO can also instruct the Contractor to remove or take back the Deliverable for disposal. If the Contractor fails to provide such declarations or releases or takes any action, which is expressly prohibited by law or is inconsistent with the purpose, GBO can also instruct the Contractor to remove or take back the Deliverable for disposal.

7.2 The Contractor shall be responsible for the proper and effective realization of the shipping. Goods damaged during transport shall be returned to the Contractor at its own expense.

7.3 GBO shall be responsible for settling the damage with the forwarding agent or transport.

7.4 GBO reserves the right to reject the packaging to the Contractor. The value of the rejected packaging shall be included in the invoice.

7.5 If the Contractor participates in a comprehensive packaging disposal system (e.g. in Austria: ARA = Altstoff Recycling Austria AG), the following legally binding declaration must be made: "The Contractor declares that the packaging material is to be returned to ARA = Altstoff Recycling Austria AG, the following legally binding declaration must be made: "The Contractor declares that the packaging material is to be returned to ARA = Altstoff Recycling Austria AG, and issue a credit note for it. Should the Contractor fail to comply with this obligation, GBO shall be entitled to have the disposal carried out by third parties at the Contractor's expense.

7.6 The Contractor shall at all times, at its own risk and expense, either dispose of all Deliverables or residues of such Deliverables that are to be assessed as "special waste" after their intended use or take them back for disposal. Should the Contractor fail to do so, GBO is entitled to charge its disposal costs to the Contractor at the Contractor’s expense.
comply with this obligation, GBO shall be entitled to have the disposal carried out by third parties at the Contractor's own risk and expense. If the documentation is faulty, but the Deliverables themselves have no defects, the Contractor shall, at its own risk and expense, have the documentation repaired, if possible, or renewed. GBO reserves the right to claim damages in excess of this contractual penalty.

13. Delay, withdrawal and contractual penalty

13.1 In the event of a delay or default in respect of delivery or performance, or delivery or performance in breach of contractual terms, then immediately after notice of default or after the issuance of a formal demand (e.g. by way of letter), the Contractor shall be entitled to enter into the place of business at the Contractor's own risk and expense, if the Contractor does not cure or remedy the defects discovered at the cost of the Contractor without providing an extension of time to cure.

12.4 The warranty obligation shall be 2 (two) years, calculated from the date of the transfer of risk, in particular by way of delivery or acceptance by the GBO or another governmental body or authority or a political party or their candidates. The contractual penalties are in excess of all other claims, GBO shall be entitled either to withdraw immediately from the contract or to withdraw from the same setting a reasonable extension time of at least 14 (fourteen) days, or to insist upon contractual fulfillment. GBO shall hold the same rights if bankruptcy proceedings are instituted in respect of the Contractor's assets or if a petition for institution of bankruptcy proceedings has been rejected due to a lack of cost-covering assurance.

12.3 In the event of delay or non-compliant delivery or service provision, GBO shall also be entitled to demand a contractual penalty of 6% of the fee for each day by way of delivery or service provision deadline has been exceeded. GBO reserves the right to claim damages in excess of this contractual penalty.

12.2 The Contractor shall be under a duty to provide a complete and easily comprehensible inventory of all materials and equipment in manual for use in German or English and to keep all necessary documents of manufacture and manuals. Furthermore, the Contractor is obliged to monitor its own quality assurance systems and, in the case of unforeseeable events (e.g. due to the maintenance of or an accident in/on the product, due to violation of domestic or foreign product liability regulations or laws, due to violation of antitrust, competition and anti-corruption laws. Neither the contractual provision nor the penalty provi"
16. **Property rights**

16.1 Documents of any kind, such as descriptions, samples, drawings, models, tools, moulds and/or tools, and other items, which are provided by, or belong to and remain the property of the Contractor.

16.2 The Contractor may neither use such documents for its own purposes nor make such available to third parties, to the extent not directly connected with the performance of the order. In such case, the Contractor shall automatically return the documents, any copies thereof, at the latest once they are no longer required by the Contractor for the purpose of performance and delivery, or after a corresponding request from GBO. The Contractor shall not be liable for the loss or destruction of the original documents.

16.3 These documents must be checked by the Contractor immediately upon receipt. Any derogations thereof shall only be permissible with the written consent of GBO. If such documents contain technical errors or defects, the contractor must notify GBO thereof as soon as such defects are identified.

17. **Sub-suppliers**

17.1 The Contractor undertakes to inform GBO in writing of all sub-suppliers who support the contractor and/or sub-supplier's sites to fulfil the contractual obligations at any time and to provide proof thereof to GBO.

17.2 When GBO gives its consent, the Contractor must ensure that sub-contracts enable the Contractor to fulfill its obligations in relation to GBO.

17.3 The Contractor shall ensure that GBO has the right to inspect all work carried out at the Contractor's or sub-supplier's sites to confirm its contractual obligations at any time and to obtain information about the current status of the work on site.

17.4 Irrespective of which party supplies the Deliverables, the Contractor shall always be liable for ensuring that no third-party property rights are infringed or redesigned software created in the context of the order. An application for insolvency has been filed against him.

17.5 No rights, in particular, none of prior use, shall be asserted against GBO regarding the Deliverable.

18. **Access**

18.1 The Contractor shall provide GBO with access to the Contractor's premises relevant to the order. Without request, documents shall be automatically returned complete including additional costs, so that the Contractor's work in connection with the contractual Deliverable can be examined.

19. **Confidentiality**

19.1 The Contractor undertakes to maintain the confidentiality of all technical and commercial data relating to GBO which is disclosed directly or indirectly, including all information relating to design, data, drawings and designs, which is included in any technical data, drawings and designs, which is included in any technical data relating to the Contractor's work in connection with the contractual Deliverable. The Contractor shall ensure that no third-party property rights are infringed at its own expense and to provide proof thereof to GBO.

19.2 The Contractor shall be liable for ensuring that no third-party property rights are infringed at its own expense and to provide proof thereof to GBO. The Contractor shall not be entitled to a right or license of retention under any circumstances. The obligation to surrender shall also apply to the Contractor if an application for insolvency has been filed against him.

19.3 Any order or contract between GBO and Contractor shall not establish any employment relationship between GBO and Contractor's and/or sub-supplier's sites to fulfil the contractual obligations at any time and to provide proof thereof to GBO.