



1. Applicable terms and conditions

- 1.1. The legal relationships between the supplier and Neuson Hydrotec GmbH – hereinafter referred to as “Neuson” – are governed by the following Terms and Conditions of Purchase and are valid for all orders placed by Neuson, unless deviating terms and conditions have been agreed in writing on an individual basis. These Terms and Conditions of Purchase therefore apply exclusively to orders placed by Neuson.
- 1.2. Upon accepting the order, any terms and conditions of the supplier that conflict with these provisions are superseded by these Terms & Conditions of Purchase. A separate objection to these terms and conditions of the supplier by Neuson is not required. Deviating terms and conditions are only binding if their validity has been expressly confirmed in writing. Upon accepting and/or processing of the order, the supplier acknowledges the exclusive validity of these Terms and Conditions of Purchase (cf. section 2.7). These Terms and Conditions of Purchase also expressly apply to legal transactions concluded in the future between the supplier and Neuson, even if no reference is made to these Terms and Conditions of Purchase on an individual basis.
- 1.3. In the event of ambiguities in interpreting the text of the German version and that of other language versions, the wording of the German text is authoritative.

2. Orders

- 2.1. Supply agreements – order and acceptance – and call-offs, as well as amendments and additions thereto, must be made in writing. A proper order confirmation shall be sent to Neuson for each order.
- 2.2. Orders placed by Neuson shall be confirmed by the supplier in writing immediately, however, within 3 days at the latest, failing which, Neuson is entitled to cancel the order. Deviations from the order contained in the order confirmation only become part of the contract if Neuson expressly agrees to them in writing.
- 2.3. Neuson may request changes to the design and specifications of the contractual item within the scope of what is reasonable for the supplier. In this context, effects of increased and decreased costs in particular, as well as delivery dates, shall be regulated in an appropriate and mutually agreeable manner. Changes made verbally or via the telephone require subsequent confirmation in writing by Neuson.
- 2.4. Prices: If an order does not contain any price information, the prices stated in the supplier’s order confirmation require subsequent confirmation in writing by Neuson.
- 2.5. Price changes: Any price changes during the term of the order are not permitted and may only be valid if express confirmation of this is provided in writing by Neuson.
- 2.6. Insofar as different price agreements exist between individual group companies in the Neuson Group, the respective lower prices shall also apply to all companies in the Neuson Group, without the need for any further agreement. For future agreements, the respective agreed price shall also apply to any orders from all other group companies in the Neuson Group.
- 2.7. The acceptance of the order or contract and thus the acceptance of our Terms and Conditions of Purchase occurs upon confirmation of the order or commencement of processing the order, whichever occurs first.
- 2.8. Subcontracting all or part of the order to third parties is only permitted with the written consent of Neuson.
- 2.9. Subcontracting the order to third parties without the consent of Neuson shall entitle Neuson to immediately revoke the order.



3. Delivery schedules (delivery call-offs)

- 3.1. Delivery schedules as well as amendments and additions thereto must be in written form. Delivery schedules are equivalent to orders. A separate order confirmation shall be sent to Neuson for each delivery schedule.
- 3.2. The supplier and Neuson shall agree on a statement of intent with expected annual requirements. Neuson is not obligated to accept a fixed quantity as a result of this statement of intent. The detailed call-offs – fixed dates and fixed quantities – will be specified via the delivery schedules / delivery call-offs.
- 3.3. The delivery schedule dates must be observed to the exact day.
- 3.4. The supplier guarantees to be able to produce and deliver the number of units contained in the framework agreement in the agreed time. It shall reserve the necessary production capacities for Neuson.
- 3.5. The supplier shall inform Neuson in writing within 2 weeks, without prompting, if it is not able to comply with certain framework agreements. The supplier is deemed to have culpably breached this obligation if the supplier defaults on delivery.

4. Payment

- 4.1. Payment will be made in accordance with the following payment terms:
Goods receipt and invoice receipt by Neuson – 3% net discount for payments made within 14 days, or net 60 days. A grace period of 5 days applies to all payment dates.
- 4.2. When accepting early deliveries, the due date shall be based on the agreed delivery date.
- 4.3. Payments shall be made by bank transfer.
- 4.4. If the items supplied are defective or in the event of due counterclaims (on whatever legal grounds), Neuson shall be entitled to withhold payment until proper fulfilment or offset it against the due counterclaim.
- 4.5A Depending on the contract, **invoicing** by the supplier:
Payments shall be made after receipt of the goods has been determined, in accordance with the agreed prices and conditions and after receipt of an invoice issued by the supplier. The order number, Neuson article number and the delivery note number, including the date, inter alia, will be documented on this by the supplier.
- 4.5B Depending on the contract, **supplier credit note**:
Payments shall be made after receipt of the goods has been determined, in accordance with the agreed prices and conditions by means of a supplier credit note issued by Neuson. The delivery note number, delivery note date and the goods receipt date, inter alia, will be documented on this. The supplier credit note shall be treated like an invoice issued by the supplier pursuant to Section 11 (1) and (8) UStG [Austrian Value-Added Tax Act]. In these cases, issuing invoices to Neuson is not permitted.
- 4.6. It is deemed as agreed that all payments will only be made subject to and under full consideration of all counterclaims of Neuson and its group companies. At any time, Neuson is entitled to offset claims of the supplier against those claims to which Neuson or its group companies are entitled.
- 4.7. During our operational shutdowns, such as company holiday closures, Christmas holidays etc., payment dates shall be suspended.
- 4.8. The supplier shall deliver the ordered goods (work) in accordance with the order at its own expense and risk to the agreed place of storage, installation or use.
- 4.9. Irrespective of the agreed delivery terms and conditions, the supplier shall pack the ordered goods in an appropriate manner, mark them with the order number and material number and dispatch it, at its own expense and risk.



- 4.10 Risk always first passes to Neuson only when the supplier has properly handed over the goods, including all ancillary obligations, to Neuson and Neuson has accepted the goods as duly delivered.

5. Notice of defects

- 5.1. Neuson is exempt from the immediate obligation to examine the goods and give notice of any defects. Neuson shall notify the supplier in writing of any defects relating to quality as soon as they have been identified. Accordingly, Neuson reserves the right to later notify the supplier of defects with the delivery. The supplier explicitly waives the defence of delayed receipt of notice of defects within the meaning of Section 377 UGB [Austrian Commercial Code].

6. Delivery dates and periods / dispatch clause

- 6.1. Agreed delivery dates and periods are fixed dates. Compliance with the delivery date or delivery period shall be determined by the receipt of the goods by Neuson.
- 6.2. In the event of defaulting on delivery, a contractual penalty of 0.5% of the value of the item that has been delivered too late is imposed per day of default – working days – however, up to a maximum of 10% of the order value. Neuson expressly reserves the right to assert further claims, in particular, further claims relating to defaulting on delivery (see section 7).
- 6.3. Incoterms 2022, as amended, apply to all relevant commercial clauses.
- 6.4. Packaging: Please refer to any special agreements in individual contracts for details. Packaging requirements that are not properly fulfilled result in a contractual penalty being imposed for the actual expenditure, however, a minimum of €145.00 per claim.

7. Defaulting on delivery

- 7.1. The supplier is obligated to compensate Neuson for any losses caused by the default; this applies in particular to increased costs regarding an accelerated shipping method or procuring replacements which are necessary due to default-related missed deadlines.
- 7.2. In the event of non-compliance with the agreed delivery periods, Neuson shall be entitled to rescind the contract without providing a reasonable grace period.

8. Force majeure

- 8.1. Work stoppages – strikes and lockouts – operational disruptions – blackouts and operational restrictions and similar cases, which result in a reduction in consumption, as well as the effects of war, riots, natural disasters, epidemics, pandemics and disruptions affecting Neuson or its suppliers, which are unforeseeable and for which Neuson is not responsible, are deemed to be force majeure events and exempt Neuson from timely acceptance for the duration of the disruption. In the event of a partial loss of production capacities or delivery options due to force majeure events, the supplier is obligated, in any case, to at least continue supplying Neuson proportionally to the remaining production capacity or delivery options. Furthermore, the supplier is also obligated to make all technically possible and economically reasonable efforts to ensure goods continue to be supplied to Neuson even in the event of force majeure events. Claims of the supplier for consideration and compensation for losses are excluded in these cases. Moreover, the supplier is obligated to take all possible and appropriate measures to fulfil its contractual obligations in the case of unforeseeable events, such as the aforementioned events, in particular.



- 8.2. If a default is due to force majeure events, the supplier is obligated to notify Neuson of this for the duration of the effect. In this context, wildcat strikes, shortage of personnel, even if caused by illness, materials, workpieces or finished goods only ending up as rejects, are not deemed to be force majeure events. Defaulting on delivery, for whatever reason, by sub-suppliers or upstream suppliers of the supplier, are also not deemed to be force majeure events.

9. Quality and documentation

- 9.1. The supplier must fulfil its quality assurance obligations so that its products comply with the specifications laid down by Neuson, in particular. The supplier must make each product available in the agreed quantity, at the agreed time, at the agreed location and in the agreed design.
- 9.2. To ensure the quality of its products, the supplier undertakes to implement an effective quality assurance system and have it certified in accordance with DIN EN ISO 9001.
- 9.3. The supplier will actively inform Neuson about possible problems or deviations in the production process within a reasonable time and propose solutions.
- 9.4. The supplier is required to record measurements with price quotations and measurements with a limited tolerance or drawing measurements marked as test measurements. Records are an integral part of the goods supplied and shall be presented unsolicited by the supplier no later than upon delivery, unless agreed otherwise.
- 9.5. The supplier consents to an audit by Neuson with reasonable advance notice and will impose a corresponding obligation on its upstream suppliers accordingly. Within the scope of the audit, the supplier or its upstream supplier must allow Neuson to view the manufacturing process, all quality assurance measures & organisational units and the documentation, in particular.
- 9.6. Neuson reserves the right to perform a technical inspection with the supplier or its upstream suppliers if massive defects occur or the quality and quantity can no longer be ensured. During the course of the technical inspection, complete access must be granted to the manufacturing process, the quality assurance measures and the documentation.
- 9.7. The products delivered by the supplier must comply with the agreed description, i.e. in particular
- the Neuson drawing
 - the Neuson test specifications (in special cases)
 - the specifications of Neuson customers
 - other norms and regulations
 - the special characteristics identified by Neuson
 - the agreed samples.

Furthermore, the goods, delivery and service – components or parts thereof – must comply with the state of the art.

The supplier shall in each case immediately check whether Neuson's specifications are incorrect, unclear, incomplete or deviate from the sample. If the supplier recognises that this is the case, it shall immediately notify Neuson in writing.



- 9.8. Depending on the contractual item, Neuson has the right to reject defective parts during production. The costs associated with this and the costs of the checks shall be borne by the supplier. If it is necessary for Neuson to rework parts for production or processing reasons, the costs for this will be invoiced separately to the supplier. Neuson is entitled to deduct the respective costs incurred from the relevant invoice. If it is determined during sampling inspections that the delivery lot needs to be blocked, Neuson is also entitled to reject the delivery and to return it to the supplier to be sorted and reworked. These costs will be invoiced to the supplier. These checks in no way release the supplier from its full responsibility and warranty.
- 9.9. Initial samples: Initial samples are products that have been completely manufactured with series equipment under series conditions. The initial samples and possible re-samplings must be carried out by the supplier in accordance with VDA Volume 2. Requests for or modifications of drawings, specifications or the approval of deviations must be submitted in writing by the supplier to Neuson before sampling. All deviations are to be indicated in the respective initial sample report and marked specifically. Initial samples with deviations for which no deviation request exists will not be processed further by Neuson. Each initial sample delivery shall be packed separately from series goods and be clearly identified as an "Initial Sample" on the container.
- 9.10. Changes to production processes, materials or supplied parts for the products, changing sub-suppliers, relocating production sites, further changes to procedures or facilities for testing the products or other quality assurance measures must be notified by the supplier to Neuson in good time prior to the planned realisation to clarify the further course of action and require approval by Neuson. The supplier must handle any changes in accordance with VDA Volume 2. All costs that are incurred due to non-observance shall be borne by the supplier.
- 9.11. Products with specification deviations may only be delivered with the prior written consent of Neuson – Quality Assurance. The deliveries may only be made for an agreed quantity or an agreed time period.
Each shipment shall be labelled with a specifically agreed label.
- 9.12. Neuson is entitled to request at any time that the supplier prove its compliance with important characteristics using inspection certificates.
If Neuson requests inspection certificates for individual parts, components, materials and/or characteristics, these must meet the requirements of DIN EN 10204, as amended.
In principle, the inspection certificates shall be archived by the supplier for a minimum of 15 years and provided to Neuson upon request. The archiving duration may increase accordingly, depending on customer requirements. If requested, the supplier shall enclose the inspection certificates with the deliveries. It must always be possible to allocate inspection certificates to the delivery lot/batch.
- 9.13. The supplier is obligated to only use materials that fulfil all requirements of all applicable laws and health & safety regulations, in particular, for hazardous substances, preparations, products and all nationally and internationally applicable technical standards.
- 9.14. The respective article number, order number and order items of Neuson shall be shown on all of the supplier's order-related documents – in particular, the order confirmation and delivery note. All of the supplier's order-related documents – in particular, the order confirmation and delivery note – may only be written in German or English. In the event of a breach of these provisions, the delivery is not considered to be proper or on time. In this case, the provisions in section 6.2 on contractual penalties apply mutatis mutandis.

10. Guarantee



- 10.1. The supplier provides a guarantee for faultless material, flawless processing and the existence of expressly assured and required characteristics.
- 10.2. Defective parts shall be replaced by the supplier free of charge, or the equivalent value of the defective parts shall be deducted from the relevant invoice, at Neuson's discretion. The supplier shall also be liable for expenses incurred directly by Neuson from an incorrect delivery, in particular, such as defects that occur during handling or processing, as well as necessary rework by Neuson due to urgency.
- 10.3. In the case of a replacement delivery or remedy of defects, the guarantee will recommence from this point. Neuson will not waive claims to which it is entitled due to the acceptance or approval of submitted drawings, such as claims for compensation for damages, under the warranty or the guarantee.
- 10.4. The freight costs for defective parts and replacement goods shall be borne by the supplier.
- 10.5. If the same goods are delivered again containing defects, Neuson is also entitled to revoke the contract regarding the unfulfilled scope of supply in the event of another defective delivery. If the defect is only identified after the start of production, despite complying with the obligation under section 5 – Notice of defects, Neuson may continue to claim under the guarantee.
- 10.6. The supplier shall provide the parts that it is required to replace upon request and at its own expense. Insofar as this is not provided by the supplier within 4 weeks of notification by Neuson – Notice of defects – Neuson shall be entitled to dispose of the defective parts. The costs of the disposal will be invoiced separately to the supplier.
- 10.7. The guarantee period is 24 months or 5,000 operating hours from the time of unreserved acceptance by Neuson.
- 10.8. Unless stipulated otherwise in the foregoing, the statutory warranty rights shall apply on a subsidiary basis, in any case.

11. Compensation for damages and product liability

- 11.1. The supplier is liable to fully compensate Neuson for losses incurred by Neuson directly or indirectly as a consequence of a defective delivery, a breach of official safety regulations or for any other reasons attributable to the supplier. In particular, the supplier shall be liable for all consequential damages and pure financial losses.
- 11.2. The supplier is obligated to pay compensation if the losses were at least caused by its simple negligence.
- 11.3. If a claim is asserted against Neuson due to no-fault liability pursuant to Austrian law – such as the Product Liability Act – or foreign law, which is based on a defective delivery by the supplier, the supplier shall take the place of Neuson in any claims asserted against Neuson, even without the existence of any fault on the part of the supplier, and indemnify and hold Neuson harmless in this respect.
- 11.4. The supplier shall be fully liable for the costs incurred by Neuson in mitigating and preventing losses – such as a recall campaign – pursuant to subsections 1 to 3 of this section 11. A recall campaign within the meaning of the previous sentence occurs, in particular, if a recall campaign is necessary on the basis of a request issued to Neuson by an authority authorised to do so or another company dealing with the distribution of the products or is necessary to avoid possible personal injuries and/or material losses.

12. Intellectual property rights, confidentiality



- 12.1. The supplier is liable for claims for the infringement of intellectual property rights and applications for intellectual property rights arising from the use of the contractual items in accordance with the contract.
- 12.2. The supplier shall indemnify and hold Neuson and its customers harmless with regard to all claims asserting infringement of intellectual property rights and fully compensate any losses resulting therefrom.
- 12.3. This does not apply, insofar as the supplier has produced the contractual items from drawings or models provided by Neuson or equivalent other descriptions or information from the purchaser and the supplier did not know or did not need to know in conjunction with the products that it developed that intellectual property rights were infringed as a result of this.
- 12.4. Insofar as the supplier is not liable pursuant to the above subsection 3, Neuson shall indemnify the supplier against all third-party claims.
- 12.5. The contractual partners undertake to notify one another immediately about injury risks which they become aware of and alleged accidents causing injuries and to give one another the opportunity to cooperate in defending relevant claims.
- 12.6. Upon request by Neuson, the supplier will disclose the use of published and unpublished, own and licensed intellectual property rights and applications for intellectual property rights for the contractual item.
- 12.7. Exclusivity: If the parts ordered by Neuson are parts that have been developed by Neuson, the supplier undertakes to exclusively supply these parts to Neuson. Likewise, the supplier undertakes to not mention or show these parts in its catalogues.
- 12.8. The samples, models, drawings, sketches, tools, moulds and other aids provided to the supplier to prepare offers or process orders remain the property of Neuson. Neuson holds the copyright for such items.
- 12.9. The supplier undertakes to treat any information that the supplier has received from Neuson and is not publicly accessible as confidential and is not permitted to make this information accessible to third parties. The confidentiality obligation applies even if the contractual negotiations have not led to the conclusion of a contract.
- 12.10. The supplier is only permitted to use the information made available to it to fulfil its obligations arising from the order. The supplier is obligated to ensure that the obligation to treat all information as confidential is imposed upon all its employees and authorised representatives. Disclosing information to persons who are not subject to the confidentiality obligation is not permitted.
- 12.11. The obligation to treat all information obtained as confidential shall continue to apply even after termination of the contractual relationship and/or after completion of the contractual negotiations.
- 12.12. The results of an order shall become the property of Neuson. Neuson may claim any form of commercial protection for all results. All claims of the supplier in this regard are fully compensated for with the agreed remuneration. If declarations by the supplier are necessary to apply for these intellectual property rights, the supplier is obligated to issue all declarations in any form whatsoever at first request.

13. Use of production resources and confidential information from Neuson

- 13.1. Models, matrices, templates, samples, tools and other production resources, as well as confidential information that is provided to the supplier by Neuson, may only be used for orders from third parties with Neuson's prior written consent. The supplier is obligated to take out sufficient insurance against any form of losses for such production resources and prove the conclusion and validity of this insurance to Neuson upon request. Furthermore, the production resources must be permanently marked with "Property of Neuson Hydrotec GmbH".

14. General provisions



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- 14.1. If a contractual partner stops making payments and insolvency proceedings are commenced regarding its assets or judicial or extra-judicial composition proceedings are commenced, the other contractual partner is entitled to immediately rescind the unfulfilled part of the contract.
- 14.2. If a provision of these Terms & Conditions of Purchase and additionally concluded agreements should be invalid, this shall not affect the validity of the remainder of the contract. The contractual partners are obligated to replace the invalid provision with a provision which comes closest to the commercial intent of the invalid provision.
- 14.3. Neuson does not recognise any retention of title by the supplier.
- 14.4. Austrian law shall apply, excluding the conflict of law provisions of private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods. Jurisdiction is vested in the courts of Linz, however Neuson is also entitled to bring legal action in any other jurisdiction permitted by law.
- 14.5. The place of performance for deliveries is the place of Neuson's registered office and jurisdiction is agreed to be vested in the courts responsible for the place of Neuson's registered office or optionally, in the courts responsible for the delivery address indicated by Neuson.
- 14.6. The supplier declares its express consent for data about its business relationships with Neuson to be transferred within the Neuson Group.
- 14.7. Code of Conduct / Corporate Responsibility, see:

<https://www.neuson-hydrotec.com>

- 14.8. These Terms and Conditions of Purchase dated 10.10.2022 only completely replace all previous Terms and Conditions of Purchase of Neuson if the current version has been signed by both contractual partners. The contractual partner irrevocably consents unilaterally to the future amendment of these Terms and Conditions of Purchase.
- 14.9. All agreements between Neuson and the supplier shall be made in writing (in writing can also be electronically, such as by email)

Signature (on behalf of the company)

Signature (on behalf of the company)

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(Date, Supplier)


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(Date, Neuson Hydrotec GmbH)