



1. Terms

GCP	General Conditions of Purchase
CON	Contractor
PRI	Principal

2. Validity of terms and conditions

The present GCP shall apply for the entire business conduct between the CON and the PRI. The terms and conditions of the CON shall only apply if we expressly confirm them in writing. The present GCP shall also apply for written or oral follow-up orders.

3. Offers/quotes

All offers/quotes we receive from the CON shall at any rate be subject to the present GCP. If the CON requires further information for the submission of his quote, he shall request such information from us. We expect the CON to have knowledge of the exact modalities of our request. If we fail to submit our request precisely, the CON shall specify the data and the offer in detail. We will not assume liability for any costs arising from the preparation of a quote.

4. Orders

The CON receives legally binding orders printed on our office paper or as an email attachment along with our logo. Unless expressly noted otherwise, the prices requested shall always be DDP (Incoterms 2010).

5. Deviating offers/oral arrangements/requirement of written form

If the CON's offer or order confirmation deviates from our order, the CON has to point this out explicitly. Oral arrangements or deviations from our order always require our written consent in order to be valid. This written form requirement shall apply to all changes of and/or amendments to the order as well as to the CON's messages to us, and shall also apply to any derogation from the written form agreed upon herewith.

6. Performance period/notification of performance

The delivery date agreed upon must be met. Unless this is the case, any costs and/or damage incurred by us may be deducted.

7. Place of performance, dispatch, delivery

Unless explicitly agreed upon otherwise, the place of delivery indicated in the order form under the item "delivery address" shall be the place of performance. Any deliveries to us shall be free from retention of title. Deliveries must be complete and include all necessary documents. The reference data of our order must be indicated on all documents. If the products are directly delivered to the customer, all labels, pallet notes and consignment notes shall at any rate have a neutral design or our current CD.

8. Acceptance of goods

By signing the delivery documents, we (or our customer) only confirm the receipt of the delivered goods, but not the absence of defects or the contractual delivery/service. Regardless of whoever unconditionally accepts the delivered goods/services, in case of deviation from the order such acceptance shall not constitute consent. We will carefully store the delivered goods until the goods/services have been inspected.

9. Quality

If the Contractor can provide evidence of a quality management system (e.g. ISO 9001:2015 etc.), EPI GmbH shall be authorised to review the efficacy of this quality management system on site.

10. Cancellation and warranty/complaints, damages

The CON shall be solely and fully responsible for the impeccable quality of the product delivered by him in conformity with the documentation and shall explicitly waive the right to object to a complaint not made or not properly made in keeping with section 377 of the Austrian Commercial Code.

The goods/ services are subject to all applicable rules and standards (e.g. ÖNORM, DIN, EU-NORM). For the purpose of remedying deficiencies, we shall be entitled to request that the deficiency be rectified or the product be replaced. We may also choose to request a price discount. The CON shall bear all costs resulting from the rectification of the deficiency or the replacement of the product. If the deficiency cannot be rectified or the replacement does not serve to improve the quality, we may also choose to cancel the purchase. In all cases, we allow for a reasonable grace period (maximum of 14 days) for the deficiency to be rectified or the product to be replaced. Until the end of the warranty period, the CON shall be responsible for proving that the products delivered/services rendered by him are free from defects.

11. Guarantee

If a guarantee has been agreed upon with the CON, a claim for the defects covered by the guarantee may be asserted within one year following the termination of the guarantee period. In case of non-compliance with the guarantee obligations, we shall also be entitled to exercise the rights under item 10.

12. Prices, invoices, payment conditions, retainage

All quoted prices shall always be fixed prices. Standard payment conditions: 21 days with 3% discount, 90 days net. The deadline starts with the date of our receipt of the invoice. In case of deficiencies, we may withhold payment until the damage is remedied/product is replaced. Any retainage is defined in the order. Instead of a retainage we also accept an abstract bank guarantee. Please contact us for the currently valid formulation of the bank guarantee.

13. Suspension, cancellation, termination of contract

We are entitled to discontinue the order at any time and fully or partially terminate the contract. We bear all costs incurred to that date on a pro-rata basis depending on the level of completion. We may also suspend the order and continue work at a later date. We will not incur any costs during the first 3 months of suspension. After declaring the termination of the contract, the CON will take all efforts to minimise the costs. We are also entitled to cancel the contract if insolvency proceedings are opened against the Contractor's assets, or if the opening of such proceedings is refused due to a lack of assets.

14. Software

We shall have the unrestricted right to use any delivered software. All our affiliates within the company are allowed to also use the software without paying a charge. The software may be reproduced as often as necessary for security purposes. Other reproductions and the sale of delivered software shall only be possible if expressly indicated in the order.

If a service and maintenance agreement exists and the software is updated under this agreement, all rules shall also apply to the new software version.

Data produced during the use of the software shall remain our exclusive property.

15. Provision of materials – immaterial goods rights/secretcy - protection rights

All ownership rights, copyrights, rights of use, processing rights and other rights as well as our proprietary concepts, research and development results and/or other similar or equal services related to the drawings, technical calculations, data, sketches, tools, test vehicles and prototypes, samples, models etc. which we provide to the CON shall remain with us in a temporally and locally unrestricted manner and shall be fully returned at the end of the contract or upon our request. Any further use by the CON as well as providing access or assignment to third parties shall be strictly prohibited.

If an infringement of these provisions has been caused by the CON through slight negligence, the CON shall compensate us for the entire damage resulting from the transfer of our intellectual property to others.

The CON shall also indemnify and compensate us for any disputes arising from the delivery and/or service under patent, design protection or copyright law, and shall guarantee to us the unrestricted use of the products delivered and/or the services rendered.

The PRI shall receive from the CON a comprehensive, exclusive, unlimited, worldwide, unrestricted right to use all work results arising in context with the CON's work immediately from the moment of creation, the granting of which is compensated by the respective remuneration. To this end, all necessary information shall be forwarded to us. This also applies to the inventions or parts of inventions made by the CON in this context. The CON shall unrestrictedly assign all rights to such inventions or parts of inventions to us. In the event that we partly or fully waive our right to these inventions or parts of inventions, the CON shall not be authorised to assert any rights to such inventions or parts of inventions (e.g. own use, application for proprietary rights etc.). Any inventions or parts of inventions shall be compensated by the respective remuneration.

The CON is obliged to institute all organisational and legal measures (such as announcing the utilisation of inventions made by his staff) and make the declarations which are necessary for the PRI to exercise the aforementioned rights.

16. Prohibition of assignment

The CON may assign his claim to others only upon consultation with us. This agreement shall also be made in writing.

17. Employment of subcontractors

The CON is authorised to engage subcontractors only with our express written consent. The CON shall also assume liability for the subcontractor as well as for the subcontractor's adherence to all legal and contractual requirements. The obligations under these GCP, in particular those outlined in items 15, 18 and 19, shall be transferred to the subcontractor.

18. Trade and business secrets, customer protection

Any information which the CON receives or obtains about us or about the subject of the contract and related questions resulting from this contract or its execution shall be deemed our trade or business secrets. The CON agrees to maintain secrecy about the information made available to him in connection with this contract, our customer, or the subject of the contract, or any results or partial results elaborated by him, unless such information is generally known or becomes known to him through other legally permissible sources. The same applies to third-party data which become known to the CON in context with our order.

In the event that the CON is engaged in any other business as a subcontractor or vicarious agent, he must in no way enter into contact with our customers. This acquisition ban applies for a period of 3 years following the contract.

For any case of infringement of this agreement, a contractual penalty of 50,000 euros per case shall be payable to us. Our right to claim damages or assert any other legal claims against proof shall remain unaffected hereof.

19. Data privacy

We authorise the transmission of data for each specific order, to the extent that this is required for the proper execution of this specific order. This authorisation is deemed given upon the completion of contract. The CON shall in particular provide secrecy for all such information and results.

The transfer of data to the Service Provider for the purpose of processing is in particular subject to the provisions of section 11 of the Data Protection Act in connection with section 12, paragraph 5 of the Data Protection Act.

The CON agrees to return any data and processing results exclusively to us, or to transmit these only upon our written order. Likewise, the use of the provided data for the Processor's own purpose requires such written order.

The CON legally declares that he has obliged all persons engaged in data processing to maintain data secrecy within the meaning of section 15 of the Data Protection Act before executing the tasks assigned to them. The persons engaged in data transmission shall in particular remain obliged to maintain data secrecy also after they have completed their task or have terminated their employment with the Processor. The obligation to maintain secrecy shall also relate to the data of legal entities and commercial partnerships.

The CON legally declares that he has taken sufficient safety measures within the meaning of section 14 of the Data Protection Act to prevent improper use of the data or unauthorised access to the data by third parties.

In the event that a different company is commissioned with processing, the CON shall sign a contract with the subcontractor within the meaning of sections 10 and 11 of the Data Protection Act. The CON shall lay down in this contract that the subcontractor is bound by the same data protection obligations by which the CON is bound under the present agreement. The commissioning of subcontractors requires our approval in any case (see item 17).

The CON provides for the relevant technical and organisational conditions which are necessary to assure that we are able to fulfil the provisions outlined in section 26 (right to information) and section 27 (right to correction and deletion) of the Data Protection Act vis-à-vis an affected party within the statutory periods at all times, and the CON furnishes us with all information relevant for this purpose.

Upon completion of the service, the CON is obliged to return all processing results and data-containing documents to us, or safely stores them and protects them from unauthorised access on our behalf, or destroys them as instructed.

The Principal is obliged to inform the Processor in due course about any changes to the Data Protection Act and complementary provisions. The Principal grants the Processor a reasonable period to make adaptations to the changed data protection requirements.

The Principal shall have the right of inspection and review with regard to the processing of data provided by him at all times.

20. Information, material declaration, disposal

The CON shall provide us with all material declarations. We may return delivered materials for disposal or arrange for their disposal at the CON's cost. The CON shall inform us of the possibility that the goods he delivers to us may result in hazardous wastes or waste oils. Upon our request, the CON shall accept any wastes arising after the proper use of the goods delivered by him free of charge in accordance with the provisions of the Waste Management Act.

21. Force Majeure

War, civil war, export or trade bans due to changes in the political situation, strikes, lockouts, operational disturbances or restrictions and events that make it impossible or unreasonable for us to fulfil our contractual obligations shall be deemed force majeure events and exempt us from our obligation of timely acceptance for as long as such events persist. The CON is obliged to inform us in due course of any circumstances that keep him from complying with delivery schedules.

22. Miscellaneous

Should one or more provisions of these GCP become wholly or partly invalid, the validity of the other provisions of the GCP shall remain unaffected. The contracting parties agree that the invalid provision shall be replaced by a valid provision that comes closest to the purpose intended by the parties and to the economic content of the present Conditions of Purchase.

German shall be the exclusive authentic contract language. In the case of interpretation, this version in German language shall be exclusively used for reference. Any translations of these GCP into other languages shall not be valid, even if they are signed by the contracting parties.

23. Place of jurisdiction and applicable law

Any disputes arising from a contractual relationship between us and the Contractor, as well as disputes beyond the term of contract, shall be subject to the jurisdiction of the court technically and locally competent for us. However, we may also choose to exercise our right to take the CON to court at the places of jurisdiction possible and permissible for him. All contractual relationships or other legal relationships between us and the CON shall be subject to the exclusive use of material and formal Austrian law, with the explicit exclusion of the UN Convention on Contracts for the International Sale of Goods and the rules of Private International Law.