

**General Terms and Conditions**  
**for Suppliers of**  
**ROXCEL Trading GmbH or RMG Raccolta Molnar & Greiner Gesellschaft m.b.H.**

Valid from 12 September 2022

**1. Scope of Application**

**1.1** Unless otherwise agreed, the following General Terms and Conditions of Business ("GTC"), as amended from time to time, shall apply to the entire business relationship of ROXCEL Trading GmbH or RMG Raccolta Molnar & Greiner Gesellschaft m.b.H. as buyer (each a "Buyer") with the supplier ("Business Partner").

**1.2** These GTC apply to all business transactions, even if they are concluded without reference to these GTC. The Buyer reserves the right to amend or supplement the GTC. The current version of the GTC is published on the homepage of the Buyer [www.roxcel.com](http://www.roxcel.com) and [www.rmg.at](http://www.rmg.at) under the heading "Terms and Conditions".

**2. Written Form**

**2.1** All declarations such as orders, ancillary agreements, subsequent changes and other declarations by the Buyer of any kind must be in writing in order to be effective. The same shall also apply to the waiver of this formal requirement.

**3. Delivery and Transfer of Risk**

**3.1** Shipment shall be at the risk of the Business Partner.

**3.2** If the delivery is delayed (whether due to circumstances within the sphere of the Business Partner or due to force majeure), the Buyer shall be entitled to dissolve the contract in writing, setting a reasonable period of grace. The Business Partner may not derive any claims against the Buyer from such a termination of the contract.

**4. Notice of Defects, Warranty, Compensation, Liability**

**4.1** The Buyer shall inspect the delivered goods for defects within a maximum of 14 working days after arrival at the place of destination and assert any complaints in writing with the Business Partner within a maximum of a further 14 working days. If these deadlines are adhered to, a notice of defect shall in any case be deemed to have been given in good time and there shall be no loss of claims.

The Buyer shall claim hidden defects in writing from the Business Partner immediately after their discovery.

**4.2** In the event of timely notification of defects, at the Buyer's discretion either the goods shall be replaced against return of the defective goods or improvement shall be made. The Buyer can demand an appropriate price reduction or cancellation (rescission of the contract) if the existing defect could not be remedied by the Business Partner despite improvement or replacement delivery, if the Business Partner refuses the improvement or replacement delivery due to disproportionate costs, if the Business Partner unreasonably delays improvement or replacement, or if there is a defect that cannot be remedied by improvement or replacement.

**4.3** Any claims against the Buyer shall be excluded unless there is intent or blatant gross negligence. The liability of the Buyer for negligence is excluded for damages of any kind (including loss of profit) as far as legally permissible. In any case, claims of the Business Partner shall be limited to the invoice value of the transaction on which the claim is based. Clause 10.2 of these GTC must be observed.

The exclusion of liability does not apply insofar as liability cannot be excluded or limited (e.g. for claims for personal injury).

The burden of proof for the existence of fault giving rise to a claim lies with the Business Partner.

## **5. Assignment of claims, set-off, sale of goods subject to retention of title**

**5.1** The assignment of claims of the Business Partner against the Buyer is only permissible with the written consent of the Buyer.

**5.2** The Business Partner is not entitled to offset counterclaims of the Buyer.

**5.3** The Buyer is entitled to resell or process goods subject to retention of title in the ordinary course of business.

## **6. Place of Performance, Choice of Law, Place of Jurisdiction**

**6.1** The place of performance shall be Vienna; claims of the Buyer shall be payable and enforceable in Vienna.

**6.2** All legal relations between the Business Partner and the Buyer shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods as well as any conflict of laws and conflict of laws provisions.

Only in the event that the application of Austrian law cannot be effectively agreed upon for whatever reason, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply.

**6.3** Actions of a Business Partner against the Buyer may only be brought before the competent court in Vienna. This court shall also be competent for actions of the Buyer against Business Partners; however, the Buyer shall be entitled to assert its rights against the Business Partner also at any other locally and factually competent court.

## **7. Economic Sanctions**

**7.1** The Business Partner confirms that neither it nor its affiliates (i) are controlled or beneficially owned by any sanctioned person or (ii) are otherwise subject to any sanctions applicable to the Buyer and/or any other requirements restricting and/or excluding the business relationship with the Business Partner. The Business Partner further confirms (also with regard to companies affiliated with it) that no member of the supervisory bodies, management bodies and other persons authorized to represent the Business Partner externally, employees, agents or affiliated companies of the Business Partner are on a sanction list as such.

Sanctioned persons or entities are, in particular, those who are on an EU/US/UN/UK sanctions list or those who are beneficially owned or controlled by a sanctioned person or entity.

**7.2** The Business Partner, its affiliates and the respective members of supervisory and management bodies and other persons authorized to represent it externally, employees and agents (those acting on behalf of the Business Partner), shall act in accordance with the respective applicable EU/US/UN/UK Sanctions and comply with all related regulations on economic sanctions, export restrictions, embargoes

and the prevention of money laundering and terrorist financing administered or enacted by EU/US/UN/UK authorities ("**Sanctions**"). None of the designated persons is engaged in any activity that could constitute or lead to the imposition of a Sanction, nor is any of them knowingly engaged in any such activity.

**7.3** The Business Partner and its affiliates shall not directly or indirectly provide goods or services that could be used by sanction-listed individuals or entities for their benefit and that could lead to the violation of applicable EU/US/UN/UK Sanctions.

**7.4** If the Business Partner or one of its affiliated companies is sanctioned or involved in activities that constitute a Sanction violation or could lead to sanctioning, it shall inform the Buyer immediately and in writing about this circumstance. The same shall apply in the event of Sanctions being imposed on its supervisory bodies, management bodies and other persons authorized to represent it externally, employees and agents or those of affiliated companies.

In such cases, the Buyer shall be entitled to terminate the business relationship with the Business Partner and/or its affiliates for good cause with immediate effect. The Business Partner and its affiliated companies (for which the Business Partner shall be liable in accordance with this sentence) shall furthermore indemnify and hold harmless the Buyer for all damages (including loss of profit) and other pecuniary disadvantages incurred by the Buyer as a result thereof.

## **8. Non-Solicitation**

**8.1** The Business Partner undertakes to refrain from any solicitation and employment of employees of the Buyer, irrespective of whether such solicitation and employment is carried out directly by the Business Partner itself or by persons who, for whatever reason (e.g. as a subsidiary or group company), are in a close relationship or a relationship of dependence with the Business Partner, or otherwise via third parties.

**8.2** "Employment" of an employee of the Buyer shall be understood to mean any form of cooperation. This includes, in particular, an employment relationship, a freelance employment relationship or an employment relationship similar to a contract for work and services, a contract for work and services or cooperation in any other legal form, such as in the form of a company or a joint venture. "Employees" of the Buyer shall not only be understood to mean employees, but also freelancers or employees under a contract for work and services of the Buyer as well as of companies which hold an interest in the Buyer (also indirectly) and irrespective of the extent thereof or in which the Buyer holds an interest (also indirectly) and irrespective of the extent thereof ("**Affiliated Company**"), as well as other persons who are active for the Buyer or an Affiliated Company in the course of business.

**8.3** The obligation under clause 8.1 shall apply during the contractual relationship and beyond for a period of three years after termination of the contractual relationship.

**8.4** For each violation of the non-solicitation clause pursuant to this provision, the Business Partner undertakes to pay the Buyer a contractual penalty (irrespective of fault) in the amount of € 100,000.00, irrespective of the claim for injunctive relief. The Buyer reserves the right to assert claims in excess thereof.

## **9. Secrecy, Compliance with Data Protection Regulations**

**9.1** The parties undertake to treat all information concerning the respective other party, which becomes known to them in the course of the contractual relationship, as confidential and to use it exclusively for the fulfillment of the contractual relationship.

**9.2** The parties undertake to maintain secrecy vis-à-vis third parties regarding the content of the agreements made between them. This shall also apply for the time after termination of the contractual relationship. However, the Buyer shall be entitled until revoked by the Business Partner to refer to the cooperation with the Business Partner in reference lists.

**9.3** The confidentiality obligations do not apply to information which was already known to the general public at the time it came to the knowledge of one of the parties or which later became generally known without any action or breach of contract on the part of this party. The obligations shall also not apply vis-à-vis authorities or courts, unless there is a statutory right to refuse to testify.

**9.4** In the course of the cooperation, each party is responsible for ensuring that it and its employees comply with the relevant provisions of data protection law, in particular the relevant provisions of the GDPR and the DSG ("Datenschutzgesetz").

## **10. Severability Clause, Interpretation of Limitations of Liability**

**10.1** Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions of these GTC. The invalid provision itself shall be replaced by the valid provision that comes closest to the economic sense of the invalid provision. In the event of gaps in the contract, the aforesaid shall apply mutatis mutandis.

**10.2** Provisions of these GTC according to which the liability of the Buyer is limited shall, in the event of the otherwise threatened invalidity of the respective provision, be interpreted in such a way that they correspond to the respective maximum permissible exclusion of liability. If, for example, the exclusion of gross negligence would be inadmissible in a specific case, but an exclusion of liability for cases of blatant gross negligence would be legally effective, the exclusion of liability for blatant gross negligence shall be deemed agreed.