

## **General Terms & Conditions of Purchase of Brau Union Österreich AG** (hereinafter referred to as "Principal")

As of: 29/12/2017

### **1. Area of Application**

Unless separate, written agreements exist, the terms and conditions of purchase below shall exclusively apply to all, also future, purchase orders of Brau Union Österreich AG, even if they had not been explicitly agreed again later. Conflicting, contradictory or deviating terms of the Contractor shall not be recognised, unless the Principal had explicitly consented to their application in writing. This shall also apply if the Principal accepts the delivery without reservation despite being aware of any delivery terms of the Contractor that contradict or deviate from the Principal's own terms of purchase.

### **2. Purchase Orders**

Only purchase orders placed in writing or by e-mail shall be binding. Any modifications are to be made in writing as well.

Unless explicitly agreed otherwise, a warranty period of 24 months shall apply from receipt of the delivery.

### **3. Delivery Time**

The agreed delivery deadlines shall be binding and must be strictly met; the Principal must immediately be notified of foreseeable delays, without prejudice to the Principal's claims. The Principal shall already have the right to withdraw from the contract in whole or in part upon receipt of said notification without setting a grace period. The rights as per sections 918 et seqq. ABGB (Austrian General Civil Code) shall remain unaffected.

### **4. Dispatch and Dispatch Regulations**

Every shipment must be accompanied by a numbered delivery note, on which the PO number has been specified. If deliveries are made via sub-suppliers or carriers and hauliers are involved, they must likewise have enclosed a delivery note with the aforementioned details to every shipment. For any transport of dangerous goods, the Contractor shall be responsible for ensuring compliance with the legal provisions. The place of performance for the delivery shall be the destination specified by the Principal within the dispatch address. Unless explicitly agreed otherwise, the Contractor shall bear the full transport risk.

### **5. Liability and Safety Provisions**

Where the delivered objects are machines or technical installations or parts of these, they must be in line with all Austrian safety provisions (laws, standards, etc.) applicable to them, in particular, however, with the General Employee Safety Ordinance, the Machine Guard Ordinance and the regulations for electronics.

Deliveries of chemicals, cleaning agents and the like must be accompanied by a data sheet. The Contractor shall indemnify the Principal from all claims under product liability law that third parties have against the Principal under Austrian law due to errors in the goods. The Contractor shall provide the Principal with the best possible support in warding off such claims. Furthermore, the Contractor must continuously monitor the goods delivered to the Principal and inform the Principal about any faults, in particular design and production faults, in detail without delay. The same shall apply to changes in the state of science and technology.

The Contractor has to draw attention to any risk of use, where appropriate by clear permanent indications. Restrictions of any kind in the obligations resulting from the Product Liability Act for the Contractor as well as restrictions of any kind in the compensation claims due to the Principal as purchaser under said Act or under other provisions shall be deemed explicitly waived.

The Contractor undertakes to only deliver raw and auxiliary materials which had not become subject to genetic modifications and were produced on the basis of genetically unmodified seeds. For auxiliary materials, said obligation shall also apply to the entire production process or the precursors.

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#### **Brau Union Österreich AG**

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#### **6. Invoicing and Payment**

The invoice is to be sent to the Principal following delivery and thus not to be enclosed to the delivery. The invoice must satisfy the Austrian VAT Act and, in addition, contain the Principal's PO number. The invoice shall be paid based on the payment conditions agreed between the supplier and Brau Union Österreich AG from the date of receipt of the invoice.

#### **7. Assignment and Receivables Compensation**

The Contractor shall not be authorised to assign or pledge receivables from deliveries to the Principal to third parties. The Contractor shall not be entitled to offset own receivables against counter-receivables of the Principal.

#### **8. Property Rights**

The Contractor shall warrant that the delivery or service performed by the Contractor on the national territory or in a contractually agreed country of destination will not violate rights of third parties. The Contractor must indemnify the Principal from all potential claims of third parties. Title and any and all copyrights to items, documents and samples provided shall remain with the Principal. These may be reclaimed by the Principal at any time.

#### **9. Non-Disclosure**

The purchase order and the relating work must be regarded as business secret and thus treated confidentially by the Contractor. The Contractor shall be liable for all damage accruing to the Principal from the violation of any of these obligations by the Contractor or the Contractor's employees and agents. The Principal reserves any damages claims.

#### **10. Place of Jurisdiction**

The jurisdiction of the respective objectively competent court shall be agreed as place of jurisdiction. Austrian law is to be applied exclusively, to the explicit exclusion of the UN Sales Law. The place of jurisdiction is Linz.