



General Purchasing Conditions

1. Validity

1.1 The Conditions set out below shall apply to all orders placed by us (Austrian Red Cross), even if we have not expressly opposed any conflicting terms and conditions.

1.2 In any case, our Conditions shall prevail over any of the seller's general terms and conditions of delivery. Hereby, any of the seller's conditions are expressly opposed.

1.3 Any subsequent changes of the Conditions set out below shall be valid only when made in writing, duly signed and acknowledged by us.

2. Orders

In principle, only written orders on our order forms shall be valid. Any orders, additions or changes communicated orally or by phone shall be valid only when confirmed by us in writing.

3. Performance of services

3.1 The seller shall perform its services in such a way that the goods ordered are at our disposal on the agreed date of delivery and according to the specifications as stated in the request for quotation (RFQ).

3.2 If the accompanying documents and any other documents required for a consignment ordered are not available the ordered goods shall be stored at the seller's risk and expense until the documents are received.

3.3 Partial deliveries and deliveries prior to the agreed date shall be subject to our explicit written consent.

4. Concerning manufacturing / provision of services, the supplier is obligated to:

4.1 not use child labor and not sell any products which have been manufactured by means of child labor. The decision whether child labor occurred shall be made in accordance with the laws of the country of origin of a product and/or service;

4.2 comply with the applicable labor and social laws of the country of origin of the supplier and/or of the country of origin of the product and/or service.

5. Terms of delivery

5.1 Delivery shall be made on the agreed date of delivery at the place of fulfillment.

5.2 In case of fixed dates of delivery any delay shall automatically constitute default, unless the seller has notified us of any difficulties at an early stage and has simultaneously proposed an alternative solution which has been agreed upon.

5.3 If the seller is in default with respect to the delivery, partial delivery or service, we are entitled independent of fault of the seller and independent from evidence of actual damage, to charge a contractual penalty in the amount of one percent (1%) of the total order value per started calendar day of delay of delivery, partial delivery or service. The total amount of contractual penalty shall be limited to fifteen percent (15%) of the total order value. The basis of the penalty for partial deliveries shall be calculated in proportion to the total order value of all goods to be delivered and/or services to be rendered under the respective order.

5.4 Moreover we are entitled to rescind the entire or parts of the purchase order in case the delivery date is not met with granting a grace period. In this case we shall be entitled to place a substitute purchase order with a different seller. Additional costs thereof, in particular express surcharges, if applicable, shall be borne by the seller. The assertion of the claim for contractual penalty additional claims for damages shall remain unaffected thereby.

5.5 Benefit and risk shall pass upon delivery at the place of fulfillment agreed upon, or upon acceptance by us where required.

6. Transport and packaging

6.1 In case no Incoterm is set out and agreed all deliveries and partial deliveries shall be shipped according to DDU (Incoterms 2000) to the agreed location.

6.2 The subject-matter of delivery must be packaged in an appropriate manner customary in the industry. The packaging must be in accordance with all technological, statutory and official provisions, must be environment-compliant and suitable to avoid damage and decreases in quality and reliability.

6.3 If the seller is member of a packaging collecting or recycling system it has to present appropriate evidence to us. If the seller is not member of such a system the stated prices shall include the costs for taking back and disposal of the packaging by the seller (pursuant to the VerpackVO 1996).

7. Warranty

7.1 The seller shall assume warranty of title and quality according to the legal requirements. It shall warrant for itself, its subcontractors and suppliers careful and proper execution of the order, in particular, compliance with the technical data, specifications and other regulations of us according to the state-of-the-art as well as quality and usefulness of the deliveries with respect to quantity, material, design and workmanship and the documents pertaining to the delivery (such as, e.g., documentation, drawings). The seller warrants full execution free of defects as per the purchase order/delivery and compliance with all relevant statutory and official requirements at the place of destination and for the sales markets advised by us.

7.2 We are not obliged to inspect the deliveries and services of the contractor or notify any defects immediately after delivery. The obligation to notify defects according to § 377 of the UGB / HGB [Austrian Commercial Code] shall therefore be excluded by agreement. We are not obliged to carry out any additional qualifying examination beyond a sight and identity check.

7.3 The warranty period shall be 24 months as of full delivery or as of the day on which the acceptance report is signed. Deviating from §924 of the ABGB [Austrian General Civil Code] it shall be assumed that a defect which occurs within a period of two years as of delivery or acceptance has already existed at the time of delivery or acceptance unless proven otherwise. The seller shall be obliged to repair any and all defects which occur during the warranty period at his own risk and cost. In urgent cases, in particular to avoid imminent risks and to prevent damage on human life, we are entitled to repair the defects identified ourselves or through a qualified third party at the seller's cost. Signatures on delivery notes or return slips and payments shall constitute no acknowledgment of completeness or correctness of the delivery or partial delivery.

7.4 Due to a notice of defects the warranty period shall be interrupted/suspended until full repair of such defects and the payment periods shall be interrupted/suspended unless a longer period has been agreed on a case-by-case basis.

7.5 Defective parts shall be provided by us ex works (INCOTERMS 2000) to the seller. The parts which have been repaired or replaced shall be returned to Vienna DDP unless otherwise required (INCOTERMS 2000). The door-to-door time for replacement or repair of a defective part must not exceed the original delivery period or a maximum period of 20 days.

7.6 If a defect is identified in more than 3% of the deliveries and services per order (so-called serial defect), the contractor shall improve or completely replace the deliveries and services of the total batch concerned at its cost upon our request. This regulation shall be valid for the entire life of the products.

7.7 If more than 3% of a delivery is defective, the seller shall reimburse the additional costs for labor, material and logistics as well as the cost of inspections of incoming deliveries for the later of (i) the subsequent three months or (ii) the subsequent three deliveries, however, at least until deliveries as per the agreement are fulfilled to us.

7.8 The assertion of additional claims for damages shall remain unaffected thereby.

8. Inspections

We reserve the right to ourselves and our customers to inspect the rendering of services and/or the production of deliverables, after prior notice, on the premises of the seller at any time. The seller shall be obliged to make available all information and documents necessary for verification of the agreed contractual conditions (especially on child labor, social laws and the progress on the ordered service or product itself).

9. Notification of defects

Payment or acceptance of goods shall not constitute a waiver of the notification of any defects.

10. Invoices and payment

10.1 Duties, taxes, legal transaction fees and transport costs, costs for packaging, insurance or other costs not mentioned in the offer and in the purchase order shall be borne by the seller. All prices shall be exclusive of statutory VAT and shall be stated in euros (EUR) unless expressly agreed otherwise. We are entitled to retain the taxes levied by the relevant tax authority from any payment and to pay the same to the authority against submission of the underlying payment confirmations or documents regarding such tax payments.

10.2 Payment shall be made against submission of the complete invoice upon rendering of the delivery or service in accordance with the purchase order and/or contract and repair of defects, if any, subject to examination of delivery and service carried out by us. Invoices shall be issued to the invoice address of us stated in the purchase order. Payment shall be effected subject to inspection of invoice. If we effect payment prior to delivery or service, the contractor shall be obliged upon request of us to furnish collateral security for the validity of payment in the amount of the payment as required by us.

10.3 Invoices shall be addressed to us after delivery of the goods ordered even if the goods are delivered to another place of destination.

11. Place of fulfillment and place of jurisdiction

11.1 Place of fulfillment and place of jurisdiction

11.2 The place of jurisdiction shall be Vienna.

12. Applicable law

This Contract shall be subject to Austrian law.

13. Miscellaneous

13.1 Usage of Emblems

If the purchase order includes any usage (e.g. print of Red Cross T-shirts) of the Red Cross and Red Crescent Emblems (cross, crescent and crystal), the seller is not entitled to use any of them for other purposes as stated in the purchase order as they are international recognized (by the Geneva Conventions) and protected signs.

13.2 Invalidity of conditions

Should any of these provisions of the General Purchasing Conditions be entirely or partially invalid this shall not affect the validity of the remaining provisions.