



**Vincotech General Terms and Conditions of Purchase
for Investment Goods, Equipment, Special Machinery**

1. Scope

The following terms and conditions apply in addition to the General Terms and Conditions of Purchase in cases in which Vincotech Hungary Ltd. or Vincotech GmbH (together "Vincotech") purchases investment goods, equipment and special machinery (together "Goods").

2. Specification

- (1) In case the purchase order is based on a Vincotech Specification, Supplier has to consider it might not contain all details and all requirements, as Vincotech is not an expert in designing and producing the ordered Goods. Supplier has to analyze Vincotech's Specification with due diligence and inform Vincotech about any inadequacy and necessity of modification.
- (2) Vincotech will inform Supplier of the function and the intended use of the Goods.
- (3) If the Goods comply with the agreed Specification but are not fit for the intended use and the functional requirements, the Goods are deemed to be defective.

3. Delivery, Acceptance

- (1) Unless otherwise agreed, a Preliminary Acceptance at Supplier's site has to take place in presence of Vincotech's representatives before delivery to and installation at Vincotech's site. During the Preliminary Acceptance tests Supplier has to provide evidence that the Goods fully comply with the Specification and are fit for the intended use and comply with the functional requirements.
- (2) Final Acceptance takes place at Vincotech's site under serial production conditions. During Final Acceptance tests Supplier again has to provide evidence that the Goods fully comply with the Specification and are fit for the intended use and comply with the functional requirements.
- (3) Should the Pre-Acceptance fail, Supplier has to amend the Goods within a reasonable time of no longer than 12 weeks until they fully comply with the agreed requirements. Should a second Pre-Acceptance fail again, Vincotech may declare the contract avoided.
- (4) Should the Final-Acceptance fail, Supplier has to mend the Goods within a reasonable time of no longer than 4 weeks until they fully comply with the agreed requirements. Should a second Final Acceptance fail again, Vincotech may declare the contract avoided.
- (5) Successful Preliminary Acceptance and successful Final Acceptance have to be documented in a written acceptance protocol signed by both parties. Successful acceptance of the Goods can only be proofed by the acceptance protocol. Any use of the Goods by Vincotech subsequent to a failed Final Acceptance can not be deemed successful acceptance but only measure of mitigation of damages.
- (6) Installation and training of Vincotech's staff are part of Supplier's obligations and done by Supplier free of charge at Vincotech's site.
- (7) The warranty period begins with the successful Final Acceptance, documented in a written acceptance protocol signed by both parties.
- (8) If defective parts of the Goods are repaired by Supplier during the initial warranty period, the warranty period begins anew.

4. Payment

- (1) In case a down-payment is agreed upon, Supplier, prior to the payment, shall grant the down-payment by a bank guarantee, free of charge for Vincotech.
- (2) Final payment is due only after successful Final Acceptance.

5. Service

- (1) Supplier shall guarantee a reasonable maintenance service after Final Acceptance. Reaction time shall be no longer than 48 hours after Vincotech's malfunction information.
- (2) Within the warranty period the maintenance service is free of charge for Vincotech. Spare parts subject to wear and tear can be charged.
- (3) Within 3 months prior to expiration of the warranty period, a service agreement will be signed between Parties.



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6. Documentation

Documentation, manuals and certificates (together "Documentation") are essential parts of the Goods and have to be delivered with the Goods. If Documentation should miss, Vincotech may refuse Final Acceptance and withhold any payment.

7. CE-Mark and other legal and EHS- requirements

Supplier shall comply with any existing legal and EHS requirements.