

## **Annex to the GTC for the purchase of goods and services ("Annex")**

In addition to the General Terms and Conditions for Purchasing (GTC), the following provisions shall apply to the purchase of goods.

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the GTC.

### **1. Requirements, service provision**

(1) All deliveries and services must have the properties stated in the Order or promised by the Contractor, in case of doubt customary commercial properties.

### **2. Electromagnetic compatibility, safety requirements**

(1) All applicable safety regulations and all other relevant European and national legal provisions (directives, laws, regulations), in particular relevant ÖVE, ÖVE/EN, ÖVE/ÖNORMEN, IEC, EN standards, national regulations and industrial standards, taking into account the state of the art, must be complied with.

(2) As far as legally permissible (e.g: Austrian regulations for electrical engineering, Electrical Engineering Ordinance as amended) or in accordance with generally recognised standards, subjects of performance must bear an ÖVE test mark, CE conformity mark or a safety mark equivalent to these and recognised by the EU.

(3) All EMC-relevant components must comply with the applicable EU directives and standards and their national implementations, such as EU Directives 2014/30/EU Electromagnetic Compatibility and 2014/35/EU Low Voltage Directive and/or 2014/53/EU Radio Directive. This refers in particular to the following categories for transmission networks using

telecommunication lines according to EN 50529-1 (as amended):

- Hardware Component and System Devices

All hardware components and system devices must comply with the latest versions of the relevant harmonised standards as published in the relevant Official Journal of the European Union in the sense of the EMC Directive (2014/30/EU), LVD Directive (2014/35/EU) and the Radio Directive (2014/53/EU).

- Telecommunication Network Equipment

Components must at least meet the requirements of EN300386 (as amended from time to time). A classification according to areas of application "Telecommunication Centre" or "Other than Telecommunication Centres" (such as offices, customer locations, outdoor locations) must be indicated.

- Multimedia Equipment

Components must at least meet the requirements of EN55032 (as amended from time to time) and EN55035 (as amended from time to time), classification in category "Class A" or "Class B" must be indicated

- Radio Equipment

Components must at least meet the requirements of EN301489-1 (as amended from time to time) and the relevant part for the respective type of radio equipment (e.g. EN301489-17 for WLAN).

(4) On the part of the Contractor, the standards and test methods applied (limit values, evaluation criteria) must be stated.

(5) If technical extensions or modifications of already delivered components (e.g.: use of new cable adapters) have a negative influence on EMC-Surge and safety characteristics, the Customer must be informed in writing.

(6) To verify the criteria, all relevant documents (EU Declaration of Conformity, test reports regarding health and safety protection, electromagnetic compatibility and the assigned radio spectrum, technical construction files and operating instructions with safety information in German language) must be provided to the Customer within a period of 10 working days upon request.

(7) If the above-mentioned deliveries and services do not bear any of the required safety marks mentioned, or if the Customer has doubts about the EU conformity of components, the Contractor shall be obliged to have them inspected at its own expense by a state-authorized testing institute in Austria or the country of origin, if the latter is a member of the Agreement on the European Economic Area (EEA), in accordance with the relevant regulations. In this case, the Contractor is obliged to provide a confirmation of the inspection. Foreign language confirmations must be accompanied by a certified translation in German language.

(8) The Customer reserves the right to impose stricter limits to maintain network and service quality.

(9) The Customer assumes that the Contractor's contractual services - insofar as these are deliveries, if possible over their entire life cycle - are environmentally friendly, i.e. that they comply with Austrian and in Austria applicable European Union legislation, such as in particular the Austrian Ordinance on Waste Electrical and Electronic Equipment (WEEE and RoHS criteria) as amended, and other generally recognised standards and limit values. The Contractor shall notify the Customer in writing of any obligation to discharge the obligation on the part of the Customer, currently in accordance with the Austrian Ordinance on Waste Electrical and Electronic Equipment (Elektroaltgeräteverordnung) in the currently valid version of the corresponding relevant regulation, and the Contractor shall provide the Customer with free of charge

with regard to all expenses associated with a release obligation.

(10) Used packaging must be licensed in accordance with the Packaging Ordinance 2014 (Federal Law Gazette II No. 184/2014) as amended from time to time. The Contractor must make a legally binding declaration that it or an upstream producer or distributor participates in an authorised collection or recycling system within the meaning of the above Ordinance (e.g. that it holds an ARA licence).

(11) Furthermore, the Contractor must declare in a legally binding manner that for all batteries and accumulators delivered to the Customer the prepaid disposal fee in accordance with the Battery Ordinance (Federal Law Gazette II No. 159/2008) as amended has already been paid or that the Contractor itself or an upstream manufacturer or distributor will take back the batteries and accumulators for disposal free of charge from the Customer.

(12) As a matter of principle, any waste produced by the Contractor in the course of delivery of goods or provision of services must be disposed of properly by the Contractor at its own expense and risk.

(13) The Contractor is obliged to inform the Customer if the object of performance contains hazardous substances; this is to be done by means of the safety data sheets supplied. Depending on the nature or production process and technical feasibility, the Contractor is in particular obliged to meet the following requirements:

- Labelling and information obligation with regard to all products concerning their environmental aspects, such as disposal, recycling, ingredients, energy consumption, emissions and noise level, in particular notification of the key number according to ÖNORM S2100 or the European Waste Catalogue (EWC) as soon as this is valid in Austria;
- Ease of repair

- Optimisation of the material or energy recyclability of the products after the end of use;
- resource-saving use of materials (especially packaging materials) and energy, such as the use of used or recycled materials instead of primary raw materials
- Preference for substances that are not hazardous to health or have low emissions and avoidance of the use of ozone-depleting substances;
- easy disassembly of products and addition of appropriate disassembly plans;
- Ensuring a simple and cost-effective classification of products containing ingredients classified as hazardous.

(14) At the request of the Customer, the Contractor is obliged to prove the origin of the object of performance and to provide all documents and evidence required for this purpose.

(15) The manufacturer guarantees that products are designed and manufactured in accordance with the essential protection and safety requirements, that he carries out or has carried out a conformity assessment procedure, draws up the technical documentation, issues an EU declaration of conformity, affixes the CE marking, ensures conformity in the case of series production, marks the product with a type, batch or serial number, gives his (trade) name and contact address on the electrical equipment or of the radio equipment (or, if this is not possible, on the packaging or in the documents accompanying the electrical equipment or radio equipment) and attaches the operating instructions and safety information in German to the electrical equipment or radio equipment. Radio equipment must be accompanied by additional information on the frequency band(s) and maximum transmission power as well as any restrictions on use and the complete declaration of conformity or a simplified declaration of conformity pursuant to § 12 para. 3 FMag (*Funkanlagen-Marktüberwachungs-Gesetz – 2016/Radio*

*Equipment Directive*) and must be kept up to date at all times. These instructions and information and all markings must be clear, comprehensible and unambiguous.

### 3. Compensation

(1) The fee also includes the costs for all ancillary services, such as dismantling and removal of the equipment after use, as well as the costs of packaging, battery and accumulator disposal and the costs of issuing maintenance certificates.

(2) The prices are to be structured according to the delivery item and the respective service. In addition, each individual part and each alternative must be priced separately (unit price).

(3) Unless otherwise agreed in writing, the delivery clause DDP agreed destination applies to deliveries, so that any import turnover tax is paid by the Customer.

(4) Premature performance and/or partial performance not contractually agreed upon require the express written consent of the Customer. A service performed before the agreed date does not constitute a start of the payment period bound to this date.

### 4. Delivery

(1) If contractually agreed, the Contractor shall ensure the functionality according to the performance specification on the EDP systems and devices listed therein and shall inform the Customer that the programs are functional.

### 5. Other requirements

(1) The Contractor shall finally notify the Customer in writing of any installation and set-up requirements (in particular premises, power supply, air conditioning, cabling) to be provided by the Customer as well as any other obligations to cooperate before the order is placed.

## **6. Provision of material/production documents**

(1) Insofar as material is provided by the Customer for the fulfilment of the Order, this remains the property of the Customer - even in the case of treatment and/or processing - and is to be stored, managed and labelled separately free of charge where feasible. The Contractor is obliged to confirm the acceptance and the use of the material provided by the Customer is only permitted for the intended fulfilment of the respective Order. The Contractor shall be liable to pay compensation for any reduction in value or loss regardless of fault.

(2) In the event of a delay in the provision of materials by the Customer, the agreed delivery period for the Contractor shall be extended accordingly. Claims for compensation by the Contractor are excluded.

(3) All drawings, sample models, moulds and other aids which are handed over to the Contractor by the Customer remain the material and intellectual property of the Customer, even in the case of processing and/or machining. The documents handed over must be kept confidential by the Contractor.

## **7. Instruction manual**

(1) The Contractor shall - if necessary - instruct the Customer's personnel without additional costs with regard to the application-specific functions of the delivery item/service. In particular, the Contractor must ensure the best possible independent commissioning, use and any maintenance by the Customer and its employees and this also includes the delivery of generally understandable written instructions. Unless expressly agreed otherwise, instruction must take place at the installation site.

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