



GENERAL CONDITIONS OF PURCHASE

Ottakringer Group

(as of July 2026)

1) Scope

These General Conditions of Purchase ("GCP") apply to all purchase agreements concluded by a company of the Ottakringer Group for the acquisition of deliveries or services. The term "Supplier" refers to the supplier commissioned by us for the delivery or service. By accepting an order or assignment, the Supplier acknowledges and accepts the validity of these GCP in their current version.

The content of the purchase agreement is primarily determined by the individually negotiated provisions between the contracting parties, which are recorded in our order letter or other documents. In addition, and unless otherwise agreed in writing, only these GCP apply as contractual content. The GCP also apply if we accept the Supplier's delivery or services unconditionally and/or make payments without objection, even if we are aware of conflicting terms and conditions of the Supplier. Deviating terms and conditions of the Supplier shall not be recognized or accepted by us.

Companies of the Ottakringer Group are Ottakringer Getränke AG and companies in which it directly or indirectly holds at least 50%. They can be found at www.ottakringergruppe.at. These include, in particular, Ottakringer Getränke AG, Ottakringer Brauerei GmbH, Vöslauer Mineralwasser GmbH, Ottakringer Betriebe- und DienstleistungsgmbH, Vöslauer Thermalbad GmbH, and Del Fabro Kolarik GmbH.

2) Offer

All offers, cost estimates, samples, and related consultations or documentation provided by the Supplier are free of charge, even if requested by us, and shall not create any obligation on our part. Offers are binding on the Supplier for at least 4 weeks from receipt by us.

All samples provided to us by the Supplier before an order are considered reference samples regarding product specifications, quality, and execution of the order and become the basis of the purchase agreement unless we specify other execution or quality characteristics.

3) Order/Assignment/Call-off ("Order")

Orders are only binding if made by E-Mail with the domain ending "ottakringergruppe.at" (*firstname.lastname@ottakringergruppe.at*) and the subject "Order" or "Bestellung". Each order must be confirmed in writing within 4 working days; otherwise, we reserve the right to revoke the order. Orders to Suppliers with whom we have had repeated business relationships are considered confirmed unless we are informed in writing within 4 working days that the order is not accepted.

The transfer of orders to third parties is permitted only with our prior written consent. If consent is given, the Supplier is liable for its subcontractors as for its own actions. The Supplier ensures that all subcontractors meet the legal and technical requirements as well as these GCP. In the event of damage, the Supplier must fully support us in pursuing legal claims against subcontractors.

Regarding quality and safety, the delivered goods/services must comply with the recognized technical rules and the latest state of science and technology. Suppliers whose deliveries/services directly influence the product quality of Ottakringer Group goods (e.g., raw materials) must have certifications in food safety (e.g., IFS, HACCP) and quality management (e.g., ISO 9001). Together with certifications for environmental, energy, and/or occupational safety and health management, these certificates must be provided unsolicited before the conclusion of the purchase agreement and before the expiry of the validity of each certificate. We have the right to verify the effectiveness of management systems during an on-site supplier audit. The Supplier warrants that all delivered products and raw materials are EUDR-compliant and undertakes to provide all necessary documentation and evidence upon request at any time.

Each delivery must also be marked with batch numbers.

In the case of series deliveries, series delivery only begins after our written approval of the sample. Regardless, the Supplier must continuously check the quality of the delivered items.

If there are contractual or customary documentation obligations for deliveries/services, the Supplier must keep the corresponding records and retain the test documents/documentation for 10 years after the last delivery and provide them to us upon request. The above obligations must be passed on to any subcontractors.

The Supplier is obliged to point out all known defects that could impair proper cooperation with other trades. This applies in particular if the defects occur in combination with services of third parties that are jointly required for functional execution.

For materials and items that, due to their nature, properties, or condition, may pose dangers to life and health, the environment, or property and therefore require special handling regarding packaging, transport, storage, handling, and waste disposal according to regulations, the Supplier must provide us with a safety data sheet, product data sheet, or accident information sheet in accordance with the applicable legal provisions before the conclusion of the purchase agreement.

4) Delivery/Packaging/Acceptance

Unless otherwise agreed in writing, the following addresses apply as the place of performance for the ordering companies of the Ottakringer Group:

1160 Wien, Ottakringer Platz 1

- Ottakringer Getränke AG
- Ottakringer Brauerei GmbH
- Ottakringer Betriebe- und DienstleistungsgmbH

2540 Bad Vöslau, Quellenstraße 1

- Vöslauer Mineralwasser GmbH

2540 Bad Vöslau, Maital 2

- Vöslauer Thermalbad GmbH

1110 Wien, Grillgasse 48a

- Del Fabro Kolarik GmbH

For all other companies in the Ottakringer Group, the place of performance is always the registered office of the ordering company.

The Supplier shall ensure that all deliveries are properly secured and appropriately packaged for transport. The supplier is responsible for any damage caused by inadequate securing or packaging. If we assist with unloading, we are vicarious agents of the supplier. All packaging must be exempt and comply with all applicable statutory regulations, in particular the Packaging and Packaging Waste Ordinance (EU Regulation 2025/40). Unless otherwise agreed, the packaging is not to be returned.

All costs associated with the delivery, such as shipping and packaging costs and the costs of transport insurance, shall be borne by the supplier. All deliveries must be accompanied by the relevant shipping documents (in particular delivery note and invoice, exact details of contents and, if applicable, CMR consignment notes for cross-border freight transport), otherwise we shall be entitled to refuse delivery.

Agreed delivery dates or deadlines must be bindingly adhered to by the supplier. The decisive factor for compliance is the arrival at the place of performance. In the event of delivery before the agreed delivery date, we reserve the right to refuse acceptance or to charge the supplier for any additional costs incurred (e.g. storage costs). Quantity overdeliveries of up to a maximum of 3% will be tolerated. No overdeliveries will be accepted for special editions.

As soon as a delay in delivery becomes apparent to the supplier, they must inform us of this, stating the reasons and the expected duration of the delay. In the event of a delay, we shall be entitled, without prejudice to our other rights (e.g. compensation, penalties), to withdraw from the contract after setting a reasonable grace period, even if the delay only affects part of the service owed. To avert a possible disadvantage, we shall be entitled in this case to obtain alternative supplies, in whole or in part, at the supplier's expense. The unconditional acceptance or payment of a delayed delivery shall not constitute a waiver of our claims due to the delay.

Acceptance of the goods is subject to the proviso that they are free of defects in terms of quantity and quality in accordance with point 7). The values determined by us upon receipt of goods shall be decisive for the dimensions, weights and quantities of a delivery. The signing of delivery notes only confirms receipt of the goods but does not indicate anything about the condition of the goods.

Changes to product specifications, manufacturing processes, raw materials or production locations require our prior written consent. The supplier shall inform us at least 3 months before planned changes. In the event of changes without our consent, we shall be entitled to refuse delivery and withdraw from the contract.

5) Penalty

In the event of delivery delay, we are entitled to demand from the Supplier a penalty of 1% of the net total order value for each commenced week of delay, but no more than 10% of the net total order value, until complete delivery/performance. The penalty shall be asserted by deduction or offset against the respective invoice amount. We reserve the right to claim damages exceeding this amount (see Section 8 of the GCP).

6) Prices/Invoicing/Payment Terms

Agreed prices are fixed and include all expenses incurred by the Supplier in fulfilling the order, including packaging, transport, customs, usage rights, technical inspection, commissioning, and delivery to the DPU place of performance according to Incoterms 2020.

Invoices must be submitted after delivery or service provision. In addition to the order number, invoices must include all details specified in Section 11 of the Austrian Value Added Tax Act (UStG) as amended, such as order data, shipping method and delivery note. Invoices must contain all information required by law to ensure our input tax deduction and to comply with customs regulations. Service invoices must also be accompanied by service and material certificates. The payment period begins on the date of correct receipt of the invoice or goods or upon completion of the service, whichever is later. Payment for accepted deliveries or services shall be made within 30 days less 3% cash discount ("Skonto") or within 60 days net. Payments may be made by the ordering company of the Ottakringer Group or by its affiliated companies. Payments are deemed to be made on time if the transfer order is issued to the bank on the last day of the payment period.

If the service is defective, we may withhold payment in full until proper performance (discounts, rebates, remuneration or similar benefits remain in our favour). We do not automatically acknowledge the correctness of the delivery/service by making a payment, so that a payment does not constitute a waiver of our rights. If we are in default of payment, default interest at the statutory rate in accordance with § 1000 ABGB (Austrian Civil Code) shall be agreed, even if we are at fault.

7) Warranty

The Supplier warrants that the delivery/service will be performed in accordance with the order and that all relevant statutory and applicable ÖNORM regulations will be complied with, in accordance with the statutory provisions, unless otherwise specified below.

The warranty period shall commence upon our unconditional acceptance of the delivery/service. We shall immediately report any obvious defects. Defects that only become apparent during the required inspection shall be reported immediately after completion of the inspection. Hidden defects shall be reported as soon as they are discovered. However, there is no obligation to immediately inspect the delivery/service after acceptance. Notwithstanding Section 377 of the Austrian Commercial Code (UGB), the obligation to give notice of obvious defects is extended to 30 days after receipt of the goods/services. Notice of defects may be given in writing or verbally.

In the event of a warranty claim, we shall be entitled, at our discretion, to demand free repair or replacement of the defective delivery/service. If repair/replacement by the supplier cannot be awaited due to urgency, as well as in the event of delay by the supplier in remedying the defect or failure to remedy the defect, we shall be entitled to have the defect remedied by another party at the supplier's expense, to immediately rescind the contract or to demand a corresponding price reduction.

If the supplier remedies the defect, the warranty period shall recommence after we have accepted the improvement for the entire delivery/service affected by the defect.

8) Liability

The supplier shall be liable for all damages incurred by us as a result of delayed or defective delivery/performance due to his fault or that of assistants or subcontractors engaged to fulfil the order. Regardless of the degree of fault, the supplier is also obliged to compensate us for loss of profits, wasted expenditure, processing costs and costs that we must bear vis-à-vis our customers, in particular as a result of non-deliveries to our customers caused by the delayed or defective delivery/performance of the supplier.

In the event of legal defects and in the event of claims based on product liability, the supplier shall indemnify and hold us harmless regardless of fault. In this case, the supplier shall also bear all costs incurred as a result, in particular the costs of any necessary legal action or recall campaign and undertakes to provide us with all relevant documents. In the event of product liability disputes, the manufacturer or importer, if they are third parties, must be notified by the supplier within 14 days. The supplier undertakes to take out business and product liability insurance (including recall costs and product property damage) commensurate with the order volume and the obligations assumed. The supplier shall provide us with proof of this insurance upon request.

9) Third-Party Intellectual Property Rights

The supplier shall be liable for ensuring that existing property rights of third parties, in particular trademarks, designs, patents or copyrights, are not infringed by its delivery or service and shall indemnify and hold us harmless in respect of all resulting damages, including consequential damages such as legal costs and recall costs. The supplier shall support us to the best of its ability in defending against claims asserted by third parties. All exploitation rights and rights of use to works of any kind (including software, films and photos) that have been produced exclusively for us shall be transferred to us in full, without restriction in terms of subject matter, time or location, upon full payment of the agreed remuneration.

10) Force Majeure

The supplier shall be wholly or partially exempt from fulfilling the contract if prevented from doing so by events of force majeure. Events of force majeure shall include, but are not limited to, war, strikes, natural disasters, and fire. This shall be subject to the condition that the event is beyond the supplier's control, is unforeseeable and is unavoidable.

The supplier may only invoke force majeure if it informs us immediately, but no later than 3 calendar days after the event occurs, of the start and expected end of the event. It is obliged to take all reasonable measures to eliminate or mitigate the effects and to prevent further damage, and to keep us informed on an ongoing basis. Delivery periods shall be extended by the duration of the force majeure. If the event lasts longer than 4 weeks, the contracting parties shall enter into negotiations to mitigate the consequences. If a circumstance of force majeure lasts longer than 3 months and no mutually acceptable solution can be reached, each contracting party shall have the right to withdraw from the contract in whole or in part. In the case of fixed-date transactions during the effect of force majeure, both contracting parties are entitled to withdraw from the contract.

11) Manufacturing Documents/Confidentiality

Samples, models, drawings, clichés and other aids that we make available to the supplier for the fulfilment of its contractual obligations remain our material and intellectual property. These aids may only be used for the execution of our orders and may not be made accessible or transferred to third parties without our consent. After execution of the order, they must be returned to us free of charge and digital data must be deleted by the supplier. If documents are produced or procured by the supplier for the execution of the order, even without separate remuneration, the supplier shall transfer the ownership rights to us free of charge.

The Supplier undertakes to maintain the confidentiality of all our trade and business secrets that become known in the course of executing the order. The obligation to maintain business and trade secrets shall apply indefinitely, even after the end of the business relationship. For each breach of the obligation, the supplier undertakes to pay a penalty amounting to three times the order value, but at least € 20.000,00 (twenty thousand euros). Any further rights remain unaffected.

12) Set-off

We are entitled to offset payment obligations to the Supplier with claims that we or companies affiliated with us have against the Supplier.

13) Jurisdiction/Applicable Law/Language

Austrian law shall apply to this contract, with the exception of non-mandatory referral provisions and the UN Convention on Contracts for the International Sale of Goods. In the event of disputes, the contracting parties shall first agree to attempt to resolve the matter out of court. If this is unsuccessful, any legal disputes shall be settled before the competent court in Vienna. However, we also have the right to bring legal action at the general place of jurisdiction of the contracting party. The contract language is German. In the event of any doubt or inconsistency between the English translation and the original German version of these General Conditions of Purchase ("Allgemeine Einkaufsbedingungen"), the German version shall prevail and be binding.

14) Severability Clause

If individual provisions of the purchase agreements are invalid, the validity of the remaining provisions and the purchase agreement as a whole shall not be affected. In this case, a provision shall be deemed to have been agreed which most closely corresponds to the legal and economic purpose of the invalid provision.

15) Supplier Code of Conduct

The Supplier acknowledges the "Supplier Code of Conduct" published at www.ottakringergruppe.at in its current version and undertakes to comply with these guidelines and to ensure that third parties engaged in providing a service under these GCP in its name and on its behalf also comply with them.

16) Information and Cybersecurity

The Supplier shall maintain a level of information and cybersecurity that is consistent with the current state of the art and implement appropriate technical and organisational measures to this end. Any security incidents that may affect the Ottakringer Group, its data, systems or services shall be reported without undue delay. Upon request, the Supplier shall provide all information and documentation required for the Ottakringer Group to comply with its legal obligations (in particular under the Austrian Network and Information Systems Security Act (NISG) and the NIS2 framework) and shall ensure that equivalent obligations are imposed on its subcontractors.