Innovation in Motion Miba

Miba Sinter Austria GmbH · Dr.-Mitterbauer-Strasse 1 · 4655 Vorchdorf · Austria

Original
Invoice

Magna PT S.p.A.
Via dei Ciclamini 4
I-70026 MODUGNO

Document no. / Date	93388941 / 25.03.2024
Customer no.	1004946
Supplier no.	91000652
Your VAT-No.	IT04886850728
Responsible	Jessica Thallinger
Telephone	+4376146541-3644
E-Mail	jessica.thallinger@miba.com
Currency	EUR

Unloading Point 14249

0558730401 STORNATI 987
PEZZI MOVIMENTO 5013637856
0558731400 INTEGRATI 987
PEZZI MOVIMENTO 5013637898 - 5013637856

333553

Invoice details

Position	Material Description	Delivery note / Pos	Quantity	Price per price unit	Value
Your order no. 550004628801 dtd. 15.07.2022					
Your schedule 154 dtd. 21.03.2024					
0010	100152441 0558731400 151518_A-I Synchronizer Hub Batch 5500008195 Customs Tariff Number 87084099 / Country of Origin AT	82081323 / 000010	10.080 PC	205,96 EUR per 100 PC	20.760,77
Your order no. 550004627701 dtd. 15.07.2022					
Your schedule 154 dtd. 21.03.2024					
0020	100152446 0558730401 Führungsmuffe 4/Rwg Batch 5500008145 Customs Tariff Number 87084099 / Country of Origin AT	82081325 / 000010	10.080 PC	195,66 EUR per 100 PC	19.722,53

Total positions	40.483,30
Invoice amount	EUR 40.483,30

Miba Sinter Austria GmbH · Dr.-Mitterbauer-Strasse 1 · 4655 Vorchdorf · Austria / Europe
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Geschäftsanschrift / Company Register · 4663 Laakirchen, Dr. Mitterbauer-Strasse 3, Austria · FN 109299 I Landesgericht Wels
Bank: Unicredit Bank Austria AG, Linz · EUR : IBAN : AT35 1100 0099 2333 5500 · BIC: BKAUATWW
Bank: Unicredit Bank Austria AG, Linz · USD : IBAN : AT32 1200 0099 2333 5501 · BIC: BKAUATWW
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conditions		Weigths-Volumes	
Payment	Up to 24.05.2024 without deduction	**Gross**	8.973,600 KG
		Net	8.364,000 KG

Delivery conditions FCA Eberstalzell-Incoterms2010
Mode of dispatch by truck

Tax exempt intra-community supply according to Art. 6 Abs 1 iVm Art. 7 Austrian VAT law.

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Our enclosed Terms and Conditions of Sale shall be exclusively applicable. These can also be downloaded from the following link: https://www.miba.com/en/general-terms-conditions/. They shall apply regardless of any reference made by Buyer to its own terms & conditions of purchase or other terms and conditions, including if Seller has not explicitly objected to the inclusion thereof. Furthermore, this shall also apply in cases where Seller, in full awareness that Buyer#s terms &conditions contradict or differ from its own, provides the contractual items without reservation.

Delivery: If and to the extent that Seller is unable to perform delivery because Seller does not receive delivery from his own suppliers, even though Seller has concluded congruent covering transactions, Seller will be released from his obligation to deliver and Seller will be entitled to withdraw from the respective contract in question. Seller will notify Buyer to that effect. Furthermore, Seller will return or repay to Buyer any consideration already provided or paid. In addition, Seller shall not be liable for non-performance or delay in performance if this is given to causes that are beyond control of the Seller, in particular actions by any governmental authority, fires, explosions, sabotage, natural disasters, accidents, military operations, riots, terrorist attacks, embargoes, epidemic, quarantine regulations, transport disruptions or -interruptions, labor conflicts, strike, labour or energy shortage, shortage or inability to obtain required raw material or machines, irrespective if such events occur at the location of the Seller or his sub-suppliers.

Warranty: The warranty period is 12 months following receipt of the goods. Buyer shall send explicit written notification of defects in the contractual goods, namely within 7 days of receiving the goods in the case of obvious defects, and within 7 days of discovery in the case of hidden defects. The presumption of defects in the goods in the first 6 months following handover, as set forth in § 924 Austrian Civil Code [ABGB], shall not apply. Specific characteristics, features and usage options of the goods shall only be deemed to have been promised if explicitly agreed in writing. In particular, any implicit or explicit warranty of merchantability or fitness of the goods for a particular purpose and any warranty regarding the system in which the goods are installed is expressly excluded.

Liability: Seller shall only bear liability for gross negligence. The burden of proof shall be borne by Buyer. No liability whatsoever shall be incurred for loss of profit or for direct or indirect losses and consequential losses. The aforementioned limits on liability do not apply insofar as mandatory liability applies (i) under the Austrian Product Liability Act [PHG] (ii) due to willful intent or blatant gross negligence [krass grobe Fahrlässigkeit] (iii) due to loss of life, personal injury or damage to health. Damages claims shall become time barred 3 years after the damage occurred.

Retention of title: Seller reserves ownership of the goods sold until the purchase price has been paid in full.

Confidentiality/Intellectual Property: Buyer shall ensure that all technical and commercial information of Seller of which it becomes aware as part of the contractual relationship remains confidential. This shall apply without limitation also after expiry of the contract. Any intellectual property rights of Seller shall in any event be and remain the property of Seller. Ownership and all rights regarding of intellectual property that is created with Seller#s contribution shall be the sole property of Seller. Any transfer of ownership of Seller#s intellectual property rights or the granting of any licenses or other rights of any kind thereto shall require an express and separate written agreement to be signed by both parties. Seller shall not be liable for infringement of intellectual property rights if the goods have been manufactured according to drawings, models or other information provided by Buyer.

Export Control/Trade Compliance: Offers and deliveries are subject to trade compliance checks according to EU and US export control provisions and sanctions. Where applicable, delivery may be subject to receipt of relevant export control licenses. If fulfillment of this contract violates EU and US export control provisions, Seller has the right to withdraw from this contract. In this case, Seller shall be indemnified and held harmless by Buyer. In case of deliveries to embargoed countries (e.g. military embargo), buyer agrees to provide seller with an end-use certificate prior to shipment of goods. In case that goods are produced according to specifications and technical drawings provided by the Buyer, Buyer undertakes to separately inform the Seller if the goods are listed on any export control lists (Military goods, Dual-Use List, CCL, ITAR). If no separate information is provided by the Buyer, Seller assumes that the goods are not subject to or listed on any export control lists. Seller shall not be held liable for any delays or violations of trade compliance regulations due to missing or late information by the Buyer.

Applicable law: Austrian law shall be exclusively applicable, to the exclusion of its conflict of law provisions and the UN CISG.

Jurisdiction: The sole place of jurisdiction for disputes arising from or in connection with this contract is the court with subject-matter jurisdiction for Linz, Austria. However, Seller is also entitled, at its own discretion, to assert claims against Buyer before the court with subject-matter jurisdiction for Buyer#s headquarters.

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