Innovation in Motion

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

Delivery note

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

B/L no.	729614
Document no. / Date	82342585 / 06.10.2025
Customer no.	1004946
Supplier no.	91000652
Your VAT-No.	IT04886850728
Responsible	Sandra Kienesberger
Telephone	+43/7614/6541-3113
Fax	+43 7614 6541-3249
E-Mail	sandra.kienesberger@miba.com

KUEHNE+NAGEL S.r.l.
Via dei Ciclamini, snc - 70026 Modugno (BA)
13 OTT 2025
"Ricevuto con riserva di verifica su qualità e quantità"

Delivery address:
Magna PT S.p.A.
Via dei Ciclamini 4
70026 MODUGNO
ITALY
Unloading Point 14249

Quantity of package 11
HU Nº.: 1105460128 ; 1105461026 ; 1105461477 ; 1105461880 ; 1105462290 ; 1105462702 ; 1105463112 ; 1106623843 ; 1106630988 ; 1106643605 ; 1106645289 ;

Delivery note details

Position	Material Description	Order / Pos	Quantity
Your order no. 550004627701 dtd. 15.07.2022			
Your schedule 298 dtd. 01.10.2025			
000010	100152446 0558730401 Führungsmuffe 4/Rwg Customer Drawing Rev.: C Batch 5083453925 Batch 5083454025	0013019922 / 0020	9.240 PC
900003	320003019 VDA KLT-4315 TBA 520880 MAGNA TS IT		440 PC
900004	320003017 VDA Palette TBA 520857 MAGNA TS IT		11 PC
900005	320003020 Tray TBA 501668 DCT 300 MAGNA TS IT		440 PC

Tolk 20 5705.

KUEHNE+NAGEL S.r.l.
ACCETTAZIONE MERCE
Quantità dichiarata: 9760
Quantità effettiva:
Tipo Imballaggio:
Quantità Imballi: 11
Conformità alle schede d'imballo: SI NO
Data controllo: 13 10 25
Firma

Miba Sinter Austria GmbH · Dr.-Mitterbauer-Strasse 1 · 4655 Vorchdorf · Austria / Europe
Telefon: +43/7614/6541-0 · Telefax: +43/7614/7319 · e-mail: sintergroup@miba.com · www.miba.com
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

General Terms of Sale and Delivery

1. General

1.1. The present Terms of Sale and Delivery shall apply to all business relations of Miba Sinter Austria GmbH („the Supplier") with other companies („the Buyer/s"). The Supplier and the Buyer/s shall be jointly referred to as „the Parties". In particular, the Supplier shall provide all services and supplies („the services") to the Buyer exclusively on the basis of these General Terms of Sale and Delivery, whether expressly referring to them in a specific case or not.

1.2. At the latest by issuing its declaration of agreement with the Supplier, the Buyer irrevocably accepts these General Terms of Sale and Delivery. No General Terms of Business of the Buyer shall become part of the contract, irrespective of whether the Buyer refers to them and irrespective of the time of receipt of such Buyer's Terms at the Supplier. This especially also applies if the Supplier does not oppose any General Terms of Business of the Buyer or provides services unconditionally while being aware of Buyer's deviating, opposing or supplementing General Terms of Business.

2. Conclusion of Contact

2.1. All quotations of the Supplier are without obligation and subject to modification. Buyer's orders not containing a deadline for acknowledgement shall bind the Buyer for at least four weeks.

2.2. Any contracts with the Supplier shall not become effective unless confirmed in writing and, respectively, until written acceptance and acknowledgement of the order by the Supplier („order acknowledgement").

2.3. Any deviations in the order acknowledgement, or the documents referred to in it, in relation to any prior declarations by the parties shall be considered as accepted if the Buyer does not contradict the deviation in question expressly and in writing, within a reasonable period of time, latest within seven days from the receipt of the order acknowledgement. The Buyer shall have no right to contradict the applicability and validity of the present General Terms of Sale and Delivery.

3. Subject of the Delivery

3.1. The subject of the delivery („contract works", „good/s" or „product") shall be exclusively determined by the indications in the order acknowledgement and the documents referred to in it. Reference to external reference numbers shall be deemed as references to the corresponding products of the Supplier.

3.2. If, on account of the production process involved, it is impossible to delimit in advance a certain output quantity for the contract works, the Supplier shall be entitled to make excess or short deliveries. Similarly, in the event of individual or special fabrications or small-scale series, the Buyer shall buy the actual output as contract works.

4. Industrial Property Rights, Secrety

4.1. The Supplier shall retain the industrial property rights and copyrights with regard to all documents, especially illustrations, design drawings, drawings, calculations and tem-plates / models ("the documents") and all pieces of information on these documents or made available to the Buyer in any other manner ("the information"). Even if a supply or service is based on the Buyer's specification or the Buyer contributes to it in any other manner, the rights of use shall be attributed fully and exclusively to the Supplier. The documents and information must not be passed on to any third party or put to any use beyond the concrete agreement without the prior express written consent of the Supplier.

4.2. Except where publicly known information or information that was rightfully obtained from third parties is concerned, the Buyer shall treat any of the Supplier's business information and know-how that has been disclosed to the Buyer or has otherwise come to his knowledge confidentially also after termination of the business relationship.

5. Remuneration and Terms of Payment

5.1. All prices quoted by the Supplier are subject to the legal value-added tax. The price lists are intended for information only and are non-binding.

5.2. The Supplier's prices are founded on the cost structure (consisting of the raw ma-terial, development, and production costs, wages and salaries, taxes, customs duties and other duties) at the time of order acknowledgement by the Supplier. If this cost structure changes by the time of the respective (partial) delivery by at least 10%, the price in question shall be adapted in accordance with the change in the cost structure.

5.3. Invoices issued by the Supplier shall be payable within two weeks from the date of invoice free of expense and without deduction.

5.4. The Buyer shall not be entitled to withhold any payments due to the Supplier.

5.5. The Buyer shall not be entitled to offset any claims against sums due to the Supplier except if such claims have been legally ascertained or have been expressly accepted by the Supplier in writing.

6. Supply

6.1. The Supplier shall deliver the supplies ex works (EXW in accordance with Incoterms 2000), excluding packing.

6.2. Contracts entered into by the Supplier shall be deemed as transactions for delivery by a fixed date acc. to Article 919 of the (Austrian) General Civil Code only if this has been expressly agreed in writing. In addition, delivery periods and deadlines shall be binding on the Supplier only if the latter has expressly guaranteed these to the Buyer in writing.

6.3. The Supplier shall have the right to make partial deliveries. Refusal to accept the contract works shall not relieve the Buyer of his payment obligation.

6.4. Any delivery periods shall not start to run until the order acknowledgement is mailed by the Supplier. The delivery periods shall be suspended if the Supplier has not received all documents and pieces of information required for carrying out the contract or for such time as the Buyer fails to completely fulfil his obligation of participation.

6.5. If delivery is delayed for reasons beyond the Supplier's control - in particular, force majeure, measures of authorities, confiscation, natural disasters, unrest or war, transport disruptions, operational disruptions, work conflicts, unperformed or self-supply of the Supplier in contravention of the contract - the delivery period shall be extended (and/or the delivery deadlines shall be postponed) accordingly. If delivery is delayed by more than the duration of the original delivery period (respectively, the time between the order acknowledgement and the delivery deadline), each party shall be entitled to withdraw from the contract by giving express written notice within two weeks after expiry of the extension period, stating that it wishes to withdraw from the part of the delivery concerned.

6.6. If due to any legal provisions the Buyer has the right to withdraw from the contract on account of a delay on the part of the Supplier, this right shall be limited to the delayed part in the event of partial deliveries.

7. Warranties

7.1. The warranty period shall be 12 months from the receipt of the goods.

7.2. Certain properties, features and possible uses of the contract works shall only be considered as having been warranted if represented expressly and in writing. In particular, the Supplier does not provide any warranty for any abilities and possible uses not expressly represented in writing. In addition, any warranty shall be excluded for any deficiencies attributable to material made available by the Buyer for manufacture of the contract works or instructions given by him. Warranties and representations of the Supplier, especially regarding properties, shall not be considered as guarantees (Article 880a, second half-sentence of the (Austrian) General Civil Code), except if otherwise agreed expressly in writing.

7.3. If the Supplier has to perform a warranty, he shall, at first, at his option, either remedy or replace the good concerned within reasonable time. Replaced objects shall become the Supplier's property and shall be returned to him. If the Supplier fails to remedy or replace the object in question or refuses to do so or if the object cannot be remedied and replaced, or if this entails considerable inconveniences for the Buyer or cannot be demanded of him due to cogent reasons related to the person of the Supplier, the Buyer may, at his option, request a reduction of the price, or, if the deficiency is not just a minor one, cancellation of the contract. In the event of contracts permitting partial deliveries, the right of cancellation is limited to the partial deliveries not yet performed properly. The Buyer shall relinquish the right of cancellation by selling, changing or processing the good while aware of its deficiency.

7.4. The assumption according to Article 924 of the (Austrian) General Civil Code is excluded.

7.5. The Buyer shall not have the right of recourse according to Article 933b of the (Austrian) General Civil Code.

8. Notice of Defects

8.1. Notice of any defects of the contract works shall be given expressly and in writing by the Buyer to the Seller within a reasonable period, in the event of obvious defects within seven days maximum from the receipt of the goods, and in the event of hidden defects, latest within seven days from detection. In the event of partial and successive deliveries, any defects in individual deliveries have to be notified separately. The notice of defects shall be considered as being too late if the Supplier can no longer verify the rejected good. From the time of detection of the deficiency, any sale, treatment or processing of the good is forbidden without the Supplier's prior express written consent, otherwise all claims shall be voided.

8.2. The Buyer shall ensure that the notice of defects is actually served upon the Supplier and shall bear the onus of proof. Merely returning the goods shall not be considered as notice of defects.

8.3. The assertion of any claims for warranty, damages for the defect itself and based on an error as to the goods being free from defects is excluded if the notice of defects is not submitted in due time.

8.4. If the Buyer does not return the parts concerned by the notice of defects to the Supplier at his own cost and risk, the Supplier shall be given the opportunity to verify the alleged contract infringements on site. Neither the verification of the good nor the unconditional acceptance of returned goods shall constitute a waiver by the Supplier to object to the notice of defects being made too late or not made at all. The Buyer shall cooperate in the verification and removal of defects to the extent such cooperation can be reasonably expected from him and shall especially provide information. If after verification the Supplier does not accept the defects notified, the Buyer shall indemnify the Supplier for all costs connected with the verification.

9. Liability

The Supplier's liability shall be limited to cases of intentional or grossly negligent actions. The onus of proof of Seller's gross negligence shall rest with the Buyer. The Supplier shall not be liable for any consequential damage, financial losses, especially loss of profit, and damage from third-party claims against the Buyer. The limitation of liability shall not be applicable to personal injuries and the application area of the Product Liability Act.

10. Reservation of Title

The Supplier shall retain ownership of the contract works until the purchase price has been paid in full. In the event of a default in payment by the Buyer, the Supplier shall have the right to request that the contract works be returned and to terminate the contract. The request that the contract works be returned shall only be deemed termination of the contract if the Supplier expressly states this in writing.

11. Supplier's Right of Termination

11.1. If the Buyer fails to fulfil certain essential obligations resulting from the Contract – especially, payment of the purchase price, or default in fulfilling the cooperative actions required from the Buyer to enable the Supplier to perform the contract - the Supplier shall be entitled to terminate the contract upon expiry of a reasonable grace period (in any case, not exceeding two weeks time) for the Buyer's performance.

11.2. If after concluding the contract it becomes evident that the payment claim of the Supplier is jeopardized because the Buyer lacks the appropriate means of performance, especially due to his poor financial situation, the Supplier may refuse to carry out the service and fix a reasonable time limit for the Buyer to perform against concurrent delivery or to provide securities. If the Buyer declines this or the time limit expires without avail, the Supplier shall have the right to terminate the contract and claim damages.

11.3. The Supplier shall have the right to terminate the contract for good cause. Such good cause shall especially be bankruptcy proceedings, composition or other insolvency proceedings being opened against the Buyer's assets or not being opened due to a lack of sufficient assets to cover the costs.

12. Place of Performance, Legal Vanue, Applicable Law and Severability

12.1. The place of performance for both parties shall be Laakirchen, Austria.

12.2. The exclusive legal venue for any disputes arising from or in connection with the contract, including its conclusion and validity, shall be Linz, Austria.

12.3. The contract shall be subject to the material laws of Austria, excluding the choice of law standards under international private law, of the Rome Convention and the United Nations Convention on Contracts for the International Sale of Goods.

12.4. If any of the clauses of the present General Terms of Sale and Delivery is ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the other clauses. In such a case the clause concerned shall be replaced by a clause that corresponds to the original economic result as closely as possible and is not ineffective, invalid or unenforceable.

Status November 2008

Innovation in Motion

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

B/L no. 82342585 / 06.10.2025

Delivery note details

Position	Material Description	Order / Pos	Quantity
900006	320003018		11 PC

VDA Deckel A1208 TBA 520892 MAGNA TS IT

Conditions		Weigths - Volumes	
Delivery conditions	FCA Eberstalzell-Incoterms2010	**Gross**	3.933 KG
Mode of dispatch	by truck	**Net**	3.653 KG

Miba Sinter Austria GmbH · Dr.-Mitterbauer-Strasse 1 · 4655 Vorchdorf · Austria / Europe
Telefon: +43/7614/6541-0 · Telefax: +43/7614/7319 · e-mail: sintergroup@miba.com · www.miba.com
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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4.2. Except where publicly known information or information that was rightfully obtained from third parties is concerned, the Buyer shall treat any of the Supplier's business information and know-how that has been disclosed to the Buyer or has otherwise come to his knowledge confidentially also after termination of the business relationship.

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6.6. If due to any legal provisions the Buyer has the right to withdraw from the contract on account of a delay on the part of the Supplier, this right shall be limited to the delayed part in the event of partial deliveries.

7. Warranties

7.1. The warranty period shall be 12 months from the receipt of the goods.

7.2. Certain properties, features and possible uses of the contract works shall only be considered as having been warranted if represented expressly and in writing. In particular, the Supplier does not provide any warranty for any abilities and possible uses not expressly represented in writing. In addition, any warranty shall be excluded for any deficiencies attributable to material made available by the Buyer for manufacture of the contract works or instructions given by him. Warranties and representations of the Supplier, especially regarding properties, shall not be considered as guarantees (Article 880a, second half-sentence of the (Austrian) General Civil Code), except if otherwise agreed expressly in writing.

7.3. If the Supplier has to perform a warranty, he shall, at first, at his option, either remedy or replace the good concerned within reasonable time. Replaced objects shall become the Supplier's property and shall be returned to him. If the Supplier fails to remedy or replace the object in question or refuses to do so or if the object cannot be remedied and replaced, or if this entails considerable inconveniences for the Buyer or cannot be demanded of him due to cogent reasons related to the person of the Supplier, the Buyer may, at his option, request a reduction of the price, or, if the deficiency is not just a minor one, cancellation of the contract. In the event of contracts permitting partial deliveries, the right of cancellation is limited to the partial deliveries not yet performed properly. The Buyer shall relinquish the right of cancellation by selling, changing or processing the good while aware of its deficiency.

7.4. The assumption according to Article 924 of the (Austrian) General Civil Code is excluded.

7.5. The Buyer shall not have the right of recourse according to Article 933b of the (Austrian) General Civil Code.

8. Notice of Defects

8.1. Notice of any defects of the contract works shall be given expressly and in writing by the Buyer to the Seller within a reasonable period, in the event of obvious defects within seven days maximum from the receipt of the goods, and in the event of hidden defects, latest within seven days from detection. In the event of partial and successive deliveries, any defects in individual deliveries have to be notified separately. The notice of defects shall be considered as being too late if the Supplier can no longer verify the rejected good. From the time of detection of the deficiency, any sale, treatment or processing of the good is forbidden without the Supplier's prior express written consent, otherwise all claims shall be voided.

8.2. The Buyer shall ensure that the notice of defects is actually served upon the Supplier and shall bear the onus of proof. Merely returning the goods shall not be considered as notice of defects.

8.3. The assertion of any claims for warranty, damages for the defect itself and based on an error as to the goods being free from defects is excluded if the notice of defects is not submitted in due time.

8.4. If the Buyer does not return the parts concerned by the notice of defects to the Supplier at his own cost and risk, the Supplier shall be given the opportunity to verify the alleged contract infringements on site. Neither the verification of the good nor the unconditional acceptance of returned goods shall constitute a waiver by the Supplier to object to the notice of defects being made too late or not made at all. The Buyer shall cooperate in the verification and removal of defects to the extent such cooperation can be reasonably expected from him and shall especially provide information. If after verification the Supplier does not accept the defects notified, the Buyer shall indemnify the Supplier for all costs connected with the verification.

9. Liability

The Supplier's liability shall be limited to cases of intentional or grossly negligent actions. The onus of proof of Seller's gross negligence shall rest with the Buyer. The Supplier shall not be liable for any consequential damage, financial losses, especially loss of profit, and damage from third-party claims against the Buyer. The limitation of liability shall not be applicable to personal injuries and the application area of the Product Liability Act.

10. Reservation of Title

The Supplier shall retain ownership of the contract works until the purchase price has been paid in full. In the event of a default in payment by the Buyer, the Supplier shall have the right to request that the contract works be returned and to terminate the contract. The request that the contract works be returned shall only be deemed termination of the contract if the Supplier expressly states this in writing.

11. Supplier's Right of Termination

11.1. If the Buyer fails to fulfil certain essential obligations resulting from the Contract – especially, payment of the purchase price, or default in fulfilling the cooperative actions required from the Buyer to enable the Supplier to perform the contract - the Supplier shall be entitled to terminate the contract upon expiry of a reasonable grace period (in any case, not exceeding two weeks time) for the Buyer's performance.

11.2. If after concluding the contract it becomes evident that the payment claim of the Supplier is jeopardized because the Buyer lacks the appropriate means of performance, especially due to his poor financial situation, the Supplier may refuse to carry out the service and fix a reasonable time limit for the Buyer to perform against concurrent delivery or to provide securities. If the Buyer declines this or the time limit expires without avail, the Supplier shall have the right to terminate the contract and claim damages.

11.3. The Supplier shall have the right to terminate the contract for good cause. Such good cause shall especially be bankruptcy proceedings, composition or other insolvency proceedings being opened against the Buyer's assets or not being opened due to a lack of sufficient assets to cover the costs.

12. Place of Performance, Legal Vanue, Applicable Law and Severability

12.1. The place of performance for both parties shall be Laakirchen, Austria.

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Status November 2008

26

Innovation in Motion

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

Versandspediteur

Selbstabholer

Speditionsverfügung

Belegnr./-datum	729614 / 06.10.2025
Spediteursnr.	5017611
Sachbearbeiter/in	Sandra Kienesberger
Telefon	+43/7614/6541
Telefax	+43 7614 6541-3249
Kundennr	1004946

Warenempfänger/Abladestelle

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

Abladestelle 14249

LIEFERTERMIN: Montag, 06.10.2025

Versandart: per LKW

Versendervermerk für den Versandspeditieur

Sendungsangaben

Lieferschein-Nr.	Anzahl / Verpackung	Tara in kg	Bruttogewicht in kg
82342585	11 VDA Palette TBA 520857 MAGNA TS IT	279	3.933
82342720	12 VDA Palette TBA 520857 MAGNA TS IT	305	4.683
Summe	23	584	8.616 3,312 M3

Lieferkonditionen: FCA Eberstalzell **Transportversicherung:**

Miba Sinter Austria GmbH · Dr.-Mitterbauer-Strasse 1 · 4655 Vorchdorf · Austria / Europe
Telefon: +43/7614/6541-0 · Telefax: +43/7614/7319 · e-mail: sintergroup@miba.com · www.miba.com
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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1. General

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2.3. Any deviations in the order acknowledgement, or the documents referred to in it, in relation to any prior declarations by the parties shall be considered as accepted if the Buyer does not contradict the deviation in question expressly and in writing, within a reasonable period of time, latest within seven days from the receipt of the order acknowledgement. The Buyer shall have no right to contradict the applicability and validity of the present General Terms of Sale and Delivery.

3. Subject of the Delivery

3.1. The subject of the delivery („contract works", „good/s" or „product") shall be exclusively determined by the indications in the order acknowledgement and the documents referred to in it. Reference to external reference numbers shall be deemed as references to the corresponding products of the Supplier.

3.2. If, on account of the production process involved, it is impossible to delimit in advance a certain output quantity for the contract works, the Supplier shall be entitled to make excess or short deliveries. Similarly, in the event of individual or special fabrications or small-scale series, the Buyer shall buy the actual output as contract works.

4. Industrial Property Rights, Secrety

4.1. The Supplier shall retain the industrial property rights and copyrights with regard to all documents, especially illustrations, design drawings, drawings, calculations and tem-plates / models ("the documents") and all pieces of information on these documents or made available to the Buyer in any other manner ("the information"). Even if a supply or service is based on the Buyer's specification or the Buyer contributes to it in any other manner, the rights of use shall be attributed fully and exclusively to the Supplier. The documents and information must not be passed on to any third party or put to any use beyond the concrete agreement without the prior express written consent of the Supplier.

4.2. Except where publicly known information or information that was rightfully obtained from third parties is concerned, the Buyer shall treat any of the Supplier's business information and know-how that has been disclosed to the Buyer or has otherwise come to his knowledge confidentially also after termination of the business relationship.

5. Remuneration and Terms of Payment

5.1. All prices quoted by the Supplier are subject to the legal value-added tax. The price lists are intended for information only and are non-binding.

5.2. The Supplier's prices are founded on the cost structure (consisting of the raw ma-terial, development, and production costs, wages and salaries, taxes, customs duties and other duties) at the time of order acknowledgement by the Supplier. If this cost structure changes by the time of the respective (partial) delivery by at least 10%, the price in question shall be adapted in accordance with the change in the cost structure.

5.3. Invoices issued by the Supplier shall be payable within two weeks from the date of invoice free of expense and without deduction.

5.4. The Buyer shall not be entitled to withhold any payments due to the Supplier.

5.5. The Buyer shall not be entitled to offset any claims against sums due to the Supplier except if such claims have been legally ascertained or have been expressly accepted by the Supplier in writing.

6. Supply

6.1. The Supplier shall deliver the supplies ex works (EXW in accordance with Incoterms 2000), excluding packing.

6.2. Contracts entered into by the Supplier shall be deemed as transactions for delivery by a fixed date acc. to Article 919 of the (Austrian) General Civil Code only if this has been expressly agreed in writing. In addition, delivery periods and deadlines shall be binding on the Supplier only if the latter has expressly guaranteed these to the Buyer in writing.

6.3. The Supplier shall have the right to make partial deliveries. Refusal to accept the contract works shall not relieve the Buyer of his payment obligation.

6.4. Any delivery periods shall not start to run until the order acknowledgement is mailed by the Supplier. The delivery periods shall be suspended if the Supplier has not received all documents and pieces of information required for carrying out the contract or for such time as the Buyer fails to completely fulfil his obligation of participation.

6.5. If delivery is delayed for reasons beyond the Supplier's control - in particular, force majeure, measures of authorities, confiscation, natural disasters, unrest or war, transport disruptions, operational disruptions, work conflicts, unperformed or self-supply of the Supplier in contravention of the contract - the delivery period shall be extended (and/or the delivery deadlines shall be postponed) accordingly. If delivery is delayed by more than the duration of the original delivery period (respectively, the time between the order acknowledgement and the delivery deadline), each party shall be entitled to withdraw from the contract by giving express written notice within two weeks after expiry of the extension period, stating that it wishes to withdraw from the part of the delivery concerned.

6.6. If due to any legal provisions the Buyer has the right to withdraw from the contract on account of a delay on the part of the Supplier, this right shall be limited to the delayed part in the event of partial deliveries.

7. Warranties

7.1. The warranty period shall be 12 months from the receipt of the goods.

7.2. Certain properties, features and possible uses of the contract works shall only be considered as having been warranted if represented expressly and in writing. In particular, the Supplier does not provide any warranty for any abilities and possible uses not expressly represented in writing. In addition, any warranty shall be excluded for any deficiencies attributable to material made available by the Buyer for manufacture of the contract works or instructions given by him. Warranties and representations of the Supplier, especially regarding properties, shall not be considered as guarantees (Article 880a, second half-sentence of the (Austrian) General Civil Code), except if otherwise agreed expressly in writing.

7.3. If the Supplier has to perform a warranty, he shall, at first, at his option, either remedy or replace the good concerned within reasonable time. Replaced objects shall become the Supplier's property and shall be returned to him. If the Supplier fails to remedy or replace the object in question or refuses to do so or if the object cannot be remedied and replaced, or if this entails considerable inconveniences for the Buyer or cannot be demanded of him due to cogent reasons related to the person of the Supplier, the Buyer may, at his option, request a reduction of the price, or, if the deficiency is not just a minor one, cancellation of the contract. In the event of contracts permitting partial deliveries, the right of cancellation is limited to the partial deliveries not yet performed properly. The Buyer shall relinquish the right of cancellation by selling, changing or processing the good while aware of its deficiency.

7.4. The assumption according to Article 924 of the (Austrian) General Civil Code is excluded.

7.5. The Buyer shall not have the right of recourse according to Article 933b of the (Austrian) General Civil Code.

8. Notice of Defects

8.1. Notice of any defects of the contract works shall be given expressly and in writing by the Buyer to the Seller within a reasonable period, in the event of obvious defects within seven days maximum from the receipt of the goods, and in the event of hidden defects, latest within seven days from detection. In the event of partial and successive deliveries, any defects in individual deliveries have to be notified separately. The notice of defects shall be considered as being too late if the Supplier can no longer verify the rejected good. From the time of detection of the deficiency, any sale, treatment or processing of the good is forbidden without the Supplier's prior express written consent, otherwise all claims shall be voided.

8.2. The Buyer shall ensure that the notice of defects is actually served upon the Supplier and shall bear the onus of proof. Merely returning the goods shall not be considered as notice of defects.

8.3. The assertion of any claims for warranty, damages for the defect itself and based on an error as to the goods being free from defects is excluded if the notice of defects is not submitted in due time.

8.4. If the Buyer does not return the parts concerned by the notice of defects to the Supplier at his own cost and risk, the Supplier shall be given the opportunity to verify the alleged contract infringements on site. Neither the verification of the good nor the unconditional acceptance of returned goods shall constitute a waiver by the Supplier to object to the notice of defects being made too late or not made at all. The Buyer shall cooperate in the verification and removal of defects to the extent such cooperation can be reasonably expected from him and shall especially provide information. If after verification the Supplier does not accept the defects notified, the Buyer shall indemnify the Supplier for all costs connected with the verification.

9. Liability

The Supplier's liability shall be limited to cases of intentional or grossly negligent actions. The onus of proof of Seller's gross negligence shall rest with the Buyer. The Supplier shall not be liable for any consequential damage, financial losses, especially loss of profit, and damage from third-party claims against the Buyer. The limitation of liability shall not be applicable to personal injuries and the application area of the Product Liability Act.

10. Reservation of Title

The Supplier shall retain ownership of the contract works until the purchase price has been paid in full. In the event of a default in payment by the Buyer, the Supplier shall have the right to request that the contract works be returned and to terminate the contract. The request that the contract works be returned shall only be deemed termination of the contract if the Supplier expressly states this in writing.

11. Supplier's Right of Termination

11.1. If the Buyer fails to fulfil certain essential obligations resulting from the Contract – especially, payment of the purchase price, or default in fulfilling the cooperative actions required from the Buyer to enable the Supplier to perform the contract - the Supplier shall be entitled to terminate the contract upon expiry of a reasonable grace period (in any case, not exceeding two weeks time) for the Buyer's performance.

11.2. If after concluding the contract it becomes evident that the payment claim of the Supplier is jeopardized because the Buyer lacks the appropriate means of performance, especially due to his poor financial situation, the Supplier may refuse to carry out the service and fix a reasonable time limit for the Buyer to perform against concurrent delivery or to provide securities. If the Buyer declines this or the time limit expires without avail, the Supplier shall have the right to terminate the contract and claim damages.

11.3. The Supplier shall have the right to terminate the contract for good cause. Such good cause shall especially be bankruptcy proceedings, composition or other insolvency proceedings being opened against the Buyer's assets or not being opened due to a lack of sufficient assets to cover the costs.

12. Place of Performance, Legal Vanue, Applicable Law and Severability

12.1. The place of performance for both parties shall be Laakirchen, Austria.

12.2. The exclusive legal venue for any disputes arising from or in connection with the contract, including its conclusion and validity, shall be Linz, Austria.

12.3. The contract shall be subject to the material laws of Austria, excluding the choice of law standards under international private law, of the Rome Convention and the United Nations Convention on Contracts for the International Sale of Goods.

12.4. If any of the clauses of the present General Terms of Sale and Delivery is ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the other clauses. In such a case the clause concerned shall be replaced by a clause that corresponds to the original economic result as closely as possible and is not ineffective, invalid or unenforceable.

Status November 2008

weiß = Exemplar für Auftraggeber · **rosa** = Exemplar für Absender · **blau** = Exemplar für Empfänger · **grün** = Exemplar für Frachtführer

blanc = Exemplaire pour commettant · **rose** = Exemplaire de l'expéditeur · **bleu** = Exemplaire du destinataire · **vert** = Exemplaire du transporteur

wit = Exemplaar voor lastgever · **rose** = Exemplaar voor afzender · **blau** = Exemplaar voor geadresseerde · **groen** = Exemplaar voor vervoerder

bianco = Essemplare per committente · **rosa** = Essemplare per mittente · **blu** = Essemplare per destinatario · **verde** = Essemplare per transportatore

white = Copy for orderer · **pink** = Copy for sender · **blue** = Copy for consignee · **green** = Copy for carrier

hvid = Exemplar for ordregiver · **rosa** = Exemplar for afsender · **blaa** = Exemplar for modtager · **grön** = Exemplar for befordrer

*Bei gefährlichen Gütern ist in der letzten Zeile der Rubrik anzugeben: UN-Nummer, Gefahrzettelmuster-Nummer, Verpackungsgruppe und Tunnelbeschränkungscode. Güter der Klasse 1 und 7: siehe Sonderdokumentation Absatz 5.4.1.1.1 ADR.
*En cas de marchandises dangereuses, indiquer à la dernière ligne du cadre: Numéro ONU, Numéro d'étiquette, Groupe d'emballage et le code de restriction en tunnels. Marchandises des classes 1 et 7: voir demande spéciale dans ADR, Chapitre 5.4.1.1.

Quehenberger logistics
Quehenberger Logistics GmbH
Solarstraße 14 • 4653 Eberstalzell • Austria
Tel. +43(0)50 559-0 • www.quehenberger.com
Mit Vorbehalt übernommen!

INTERNATIONALER FRACHTBRIEF
LETTRE DE VOITURE INTERNATIONAL

Diese Beförderung unterliegt trotz einer gegenteiligen Abmachung den Bestimmungen des Übereinkommens über den Beförderungsvertrag im internationalen Straßengüterverkehr (CMR).

Ce transport est soumis, nonobstant toute clause contraire, à la Convention relative au contrat de transport international de marchandises par route (CMR).

Les parties encadrées de lignes grasses doivent être remplis par le transporteur.

Die mit fett gedruckten Linien eingerahmten Rubriken müssen vom Frachtführer ausgefüllt werden.

1 Absender (Name, Anschrift, Land)
Expéditeur (nom, adresse, pays)

2 Empfänger (Name, Anschrift, Land)
Destinataire (nom, adresse, pays)
i-70026-MODUGNO
VIA DEI CICLAMINI-4
MAGNA-PT. S.P.A

3 Auslieferungsort des Gutes
Lieu prévu pour la livraison de la marchandise
Ort/Lieu
Land/Pays

4 Ort und Tag der Übernahme des Gutes
Lieu et date de la prise en charge de la marchandise
Ort/Lieu
Land/Pays
Datum/Date

5 Beigefügte Dokumente
Documents annexés

16 Frachtführer (Name, Anschrift, Land)
Transporteur (nom, adresse, pays)
Schweitzer GmbH & Co.
Internationale Spedition KG
Carl-Benz-Straße 23
D-71634 Ludwigsburg
www.schweitzer-spedition.de

17 Nachfolgende Frachtführer (Name, Anschrift, Land)
Transporteurs successifs (nom, adresse, pays)

18 Vorbehalte und Bemerkungen der Frachtführer
Réserves et observations des transporteurs

6 Kennzeichen u. Nummern Marques et numéros	**7** Anzahl der Packstücke Nombre des colis	**8** Art der Verpackung Mode d'emballage	**9** Offiz. Benennung f. d. Beförderung* Désignation officielle de transport*	**10** Statistiknummer No. statistique	**11** Bruttogewicht in kg Poids brut, kg	**12** Umfang in m³ Cubage m³
	23	palette	GETRÄNKE		8616 kg	

CMR

UN-Nummer Numéro UN	Ben. s.Nr.9 Nom voit N°9	Gefahrzettelmuster-Nr. Numéro d'étiquette	Verp.-Gruppe Groupe d'emballage	Tunnelbeschränkungscode Code de restriction en tunnels
UN				

13 Anweisungen des Absenders (Zoll- und sonstige amtliche Behandlung) Sondervorschriften
Instructions de l'expéditeur (formalités douanières et autres) Prescriptions particulières

19 zu zahlen vom: / À payer par:

	Absender / L'expéditeur	Währung / Monnaie	Empfänger / Le Destinataire
Fracht / Prix de transport			
Ermäßigungen / Réductions –			
Zwischensumme / Solde			
Zuschläge / Suppléments			
Nebengebühren / Frais accessoires			
Sonstiges / Divers +			
Zu zahlende Gesamtsumme / Total à payer			

14 Rückerstattung
Remboursement

15 Frachtzahlungsanweisungen
Prescription d'affranchissement
Frei
Franco
Unfrei
Non Franco

20 Besondere Vereinbarungen
Conventions particulières

Auszufüllen unter der Verantwortung des Absenders.
À remplir sous la responsabilité de l'expéditeur.

21 Ausgefertigt in / Etablie à — am / le
6.10.25

22 Quehenberger logistics
Quehenberger Logistics GmbH
Solarstraße 14 • 4653 Eberstalzell • Austria
Unterschrift und Stempel des Absenders
(Signature et timbre de l'expéditeur)

23 SCHWEITZER GmbH + Co.
Internationale Spedition KG
Carl-Benz-Straße 23
71634 Ludwigsburg-Oßweil
Tel. 07141-24530
www.schweitzer-spedition.de
Unterschrift und Stempel des Frachtführers
(Signature et timbre du transporteur)

24 Gut empfangen / Réception des marchandises — Datum / Date
am / le
Unterschrift und Stempel des Empfängers
(Signature et timbre du destinataire)

KUEHNE+NAGEL s.r.l.
Via dei Ciclamini snc - 70026 Modugno (BA)
11 OTT 2025
"Ricevuto con riserva di verifica su qualità e quantità"

25 Angaben zur Ermittlung der Entfernung mit Grenzübergängen

von	bis	km

Paletten-Absender – Expéditeur des palettes

Art	Anzahl	Kein Tausch	Tausch
Euro-Palette			
Gitterbox-Palette			
Einfach-Palette			

Bestätigung des Empfängers/Datum/Unterschrift

Paletten-Empfänger – Destinataire des palettes

Art	Anzahl	Kein Tausch	Tausch
Euro-Palette			
Gitterbox-Palette			
Einfach-Palette			

Bestätigung des Fahrers/Datum/Unterschrift

26 Vertragspartner des Frachtführers

27

	Amtliches Kennzeichen	Nutzlast in kg
Kfz	LBSC 2470	
Anhänger	LBSC 916	

Benutzte Gen.-Nr.

☐ National ☐ Bilateral ☐ EG ☐ CEMT

Best.-Nr. 13109 · Verkehrs-Verlag J. Fischer · Corneliusstr. 49 · 40215 Düsseldorf · Telefon 0211/99193-0 · E-Mail: vvi@verkehrsverlag-fischer.de
nach gültigem ADR
21+22 einschließlich / y compris et
1-15

Sonstige Vereinbarungen / Conventions particulières / Speciale overeenkomsten / Convenzioni particolari / Special agreements / Saerlige aftaler

NEDERLANDS TEKST

1. Afzender (naam, adres, land)
2. Geadresseerde (naam, adres, land)
3. Plaats (bestemd) voor de aflevering der goederen
   Plaats
   Land
4. Plaats en detum van inontvangstneming der goederen
   Plaats
   Land
   Datum
5. Bijegvoegde documenten
6. Merken en nummers
7. Aantal colli
8. Wijze van verpakking
9. Juiste vervoersnaam *
10. Statistisch nummer
11. Bruto-gewicht in kg
12. Volume in m³
13. Instructies afzender (douane- en andere formaliteiten)
    Speciale voorschriften
14. Remboursement
15. Frankeringsvoorschrift
    Franco
    Niet franco
16. Vervoerder (naam, adres, land)
17. Opvolgende vervoerdes (naam, adres, land)
18. Voorbehould en opmerkingen van de vervoerder
19. Te betalen door: Afzender, Geldsoort, Geadresseerde
    Vrachtprijs
    Kontingen
    Saldo
    Supplementen
    Bijkomende kosten
    Verscheidene
    Totaal te betalen
20. Speciale overeenkomsten
21. Opgemaakt te..... de .....
22. Handtekening en stempel van de afzender
23. Handtekening en stempel van de vervoerder
24. Ontvangst goederen Datum de.....
    Handtekening en stempel van de geadresseerde

In te vullen onder verantwoordelijkheid van de afzender 1–15 imbegrepen en 21+22. De dik omlijnde vakken moeten ingevuld worden door de vervoerder.

* Bij gevaarlijke goederen moet in de laatste regel van de rubriek het navolgende worden aangegeven: UN-nummer, nummer van het vervoersdocument en verpakkingsgroep. Zie voor goederen van de klasse 1 en 7 de speciale documentatie van ADR deel 5.4.1.1.1.

TRADUZIONE ITALIANA

1. Speditore (Nome, Indirizzo, Nazione)
2. Destinatario (Nome, Indirizzo, Nazione)
3. Luogo previsto per la consegna della merce
   Luogo
   Nazione
4. Luogo e data del ritiro della merce
   Luogo
   Nazione
   Date
5. Documenti allegati
6. Marche e numeri
7. Numero dei colli
8. Tipo di imballaggio
9. Designazione ufficiale di trasporto *
10. Numero statistica
11. Peso Lordo
12. Cubaggio m³
13. Istruzioni dello speditore (formalità doganali ed altre)
    Disposizioni speciali
14. Rimborso
15. Prescrizione di affrancazione
    Porto franco
    Porto assegnato
16. Trasportatore (Nome, Indirizzo, Nazione)
17. Trasportatori successivi (Nome, Indirizzo, Nazione)
18. Riserve ed osservazioni dei trasportatori
19. Da Pagare: Lo speditore, Moneta, Il destinatario
    Prezzo del trasporto
    Riduzioni
    Totale
    Spese supplementari
    Spese accessorie
    Varie
    Totale da pagare
20. Convenzioni particolari
21. Redatto a..... il.....
22. Firma e timbro dello speditore
23. Firma e timbro del trasportatore
24. Ricevimento merce data il.....
    Firma e timbro del destinatario

A riempire sulla responsibilità del speditore 1–15 compreso e 21–22. Le parti tracciate in grassetto devono essere riempite dal trasportatore.

* Per merci pericolose, nell'ultima riga della rubrica è necessario specificare: il numero UN, il numero di modello del foglio di pericolo ed il gruppo di imballaggio. Merci di classe 1 e 7: si veda la documentazione speciale ADR parte 5.4.1.1.1.

ENGLISH TRANSLATION

1. Sender (name, address, country)
2. Consignee (name, address, country)
3. Place of delivery of the goods
   Place
   Country
4. Place and date of taking over of the goods Place
   Place
   Country
   Date
5. Annexed documents
6. Marks and Nos
7. Number of packages
8. Method of packing
9. Official transport designation *
10. Statistical number
11. Gross weight in kg
12. Volume in m³
13. Sender's instructions (Customs and other formalities)
    Special regulations
14. Reimbursement
15. Directions as to freight payment
    Freight paid
    Freight to be paid
16. Carrier (name, address, country)
17. Successive carriers (name, address, country)
18. Carrier's reservations and observations
19. To be paid by: Sender, Currency, Consignee
    Carriage charges
    Reductions
    Balance
    Supplem. charges
    Other charges
    Miscellaneous
    Total to be paid
20. Special agreements
21. Established in.....on.....
22. Signature and stamp of the sender
23. Signature and stamp of the carrier
24. Goods received Date on.....
    Signature and stamp of the consignee

To be completed on the sender's responsability 1–15 including 21+22. The spaces framed with heavy lines must be filled in by the carrier.

* In case of dangerous goods mention on the last line of the column the UN number, label number and Packing Group. Goods from class 1 and 7: see special Documentation demands in ADR, Part 5.4.1.1.1.

DANSK OVERSAETTELSE

1. Afsender (navn, adresse, land)
2. Modtager (navn, adresse, land)
3. Varens leveringssted
   sted
   land
4. Sted for varens overtagelse
   sted
   land
   dato
5. Vedlagte dokumenter
6. Mærke og nr.
7. Antal colli
8. Emballeringsmåde
9. Officielle godsbetegnelse *
10. Statistik nr.
11. Bruttovægt i kg
12. Rumfang i m³
13. Afsenders instruktioner (told- og andre formaliteter) Særregler
14. Betaling ved leveringen
15. Instruktioner vedrørende betalingen for transporten
    Franko
    Ufranko
16. Transportør (navn, adresse, land)
17. Efterfølgende transportør (navn, adresse, land)
18. Transportørens forbehold og bemærkninger
19. At betale af: afsender, mønt, modtager
    Pragtomkostninger
    Fradrag
    Saldo
    Tillæg
    Ekstra omkostninger
    Diverse
    I alt at betale
20. Særlige aftaler
21. Udfærdiget i..... den.....
22. Afsenders underskrift og stempel
23. Transportørens underskrift og stempel
24. Godset modtaget dato den.....
    Modtagerens underskrift og stempel

Nr. 1–15 incl. samt 21 og 22 udfyldes på afsenderens ansvar. De rubrikker, der er indrammet med optrukne linier, udfyldes af transportøren.

* Ved farligt gods skal der i rubrikkens sidste linje angives: FN-nummer, Fareseddelmønsternummer og pakkegruppe. For gods af klasse 1 og 7 se særdokumentation ADR del 5.4.1.1.1.

ISO 9001 EINGETRAGENE FIRMA | ISO 14001 REGISTERED FIRM

seit über 59 Jahren

Schweitzer Spedition

CMR-Frachtbrief

Sendung-Nr.: 25-009902 vom 02.10.2025

Ludwigsburg, 08.10.2025
Seite 1 von 1

25-009902

1 Absender / Expediteur
MIBA SINTER AUSTRIA GMBH
c/o Quehenberger Logistics GMBH
Solarstrasse 14
4653 EBERSTALZELL
ÖSTERREICH

INTERNATIONALER FRACHTBRIEF
LETTRE DE VOITURE INTERNATIONAL
CMR

Diese Beförderung unterliegt trotz einer gegenteiligen Abmachung den Bestimmungen des Übereinkommens über den Beförderungsvertrag im intern. Straßengüterverkehr (CMR).

Ce transport est soumis, nonobstant toute clause contraire, à la Convention relative au contrat de transport international des marchandises par route (MR).

2 Empfänger / Destinataire
MAGNA PT S.p.A.
VIA DEI CICLAMINI 4
70026 MODUGNO
ITALIEN

6 Frachtführer / Transporteur
SCHWEITZER GmbH & Co.
Intern. Spedition KG
Carl-Benz-Straße 23
71634 Ludwigsburg

Benutzte Gen.-Nr.:
D-08-019-G-0158

3 Auslieferungsort des Gutes / Kieu prèvu pour la livraison de la marchandise

Ort / Lieu	**Modugno**	
Land / Pays	**Italien**	Zeit / Temps
Datum / Date	**10.10.2025**	

7 Nachfolgender Frachtführer / Transporteurs successifs

4 Ort und Tag der Übernahme / Lieu et date de la prise en charge de la marchandise

Ort / Lieu	**Eberstalzell**	
Land / Pays	**Österreich**	Zeit / Temps
Datum / Date	**06.10.2025**	**08:00 bis 16.00 Uhr**

8 Vorbehalte und Bemerkungen des Frachtführer / Rèserves et observations des transporteurs

5 Beigefügte Dokumente / Documents annexes

9 Pos. No.	10 Zeichen/Nr. Marques et numèros	11 Anzahl der LM Nombre des colis	12 Art der Verpackung Mode d'emballage	13 Bezeichnung des Gutes Nature de la marchandise	14 Gewicht, kg Poids, kg	15 Umfang cbm
1	82342585	11	COLLI	Getriebeteile	3.933	73,58
2	82342720	12	COLLI		4.683	
Summe: Total:		23,00	COLLI		8.616,00	

16 Anweisungen des Absenders

17 Angaben zur Ermittlung der Tarifkilometer mit Grenzübergängen
von bis km

18 Frachtzahlungsanweisung / Prescription d'affranchissement
WO-Auftrag,AG=Son2

19

	Amtliches Kennzeichen	Nutzlast in t
Kfz	**LB SC 2470**	
Anhänger	**LB SC 916**	
Fahrer	**Ivanchev**	

21 Besondere Vereinbarungen / Conventions particulieres

Übernahmebestätigung des Fahrers: Die Sendung wurde vollständig und in äusserlich guter Beschaffenheit übernommen. Die Ladungssicherung ist gemäss der gesetzlichen Vorgaben durch den Fahrer erfolgt.

22 Benutzter Grenzübergang

20
A-4653 Eberstalzell
Unterschrift und Stempel des Absenders
Signature et timbre l'expèditeur

23 SCHWEITZER GmbH & Co.
D-71634 Ludwigsburg
Unterschrift und Stempel des Frachtführers
Signature et timbre du transporteur

27 Gut 25-009902 empfangen am / Datum / Date
Réception des marchandises le
I-70026 Modugno
Unterschrift und Stempel des Empfängers
Signature et timbre de destinataire

KUEHNE+NAGEL s.r.l.
Via dei Ciclamini, 4 - 70026 Modugno (BA)
11 OTT. 2025
"Ricevuto con riserva di verifica su qualità e quantità"