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

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

B/L no.	725999
Document no. / Date	82329052 / 08.09.2025
Customer no.	1004946
Supplier no.	91000652
Your VAT-No.	IT04886850728
Responsible	Jessica Thallinger
Telephone	+4376146541-3644
E-Mail	jessica.thallinger@miba.com

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

180327703
50141 GP8B3

Quantity of package 13
HU N°.: 1101526668 ; 1101528631 ; 1101529072 ; 1101530306 ; 1102895107 ; 1102895510 ; 1102898221 ; 1102898870 ; 1103250899 ; 1103253180 ; 1103253609 ; 1103254798 ; 1103255214 ;

Delivery note details

Position	Material Description	Order / Pos	Quantity
Your order no. 550004628801 dtd. 15.07.2022			
Your schedule 292 dtd. 04.09.2025			
000010	100152441 0558731400 151518_A-I Synchronizer Hub Customer Drawing Rev.: B Batch 5083523425 Batch 5083523625	0013019921 / 0020	10.920 PC
900003	320003019 VDA KLT-4315 TBA 520880 MAGNA TS IT		520 PC
900004	320003017 VDA Palette TBA 520857 MAGNA TS IT		13 PC
900005	320003020 Tray TBA 501668 DCT 300 MAGNA TS IT		520 PC

KUEHNE+NAGEL S.r.l.
ACCETTAZIONE MERCE
Quantità dichiarata: 10920
Quantità effettiva:
Tipo imballaggio:
Quantità Imballi: 13
Conformità alle schede d'imballo: SI NO
Data controllo: 13.9.25
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 enforceabliity 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

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

B/L no. 82329052 / 08.09.2025

Delivery note details

Position	Material Description	Order / Pos	Quantity
900006	320003018		13 PC

VDA Deckel A1208 TBA 520892 MAGNA TS IT

Conditions		Weigths - Volumes	
Delivery conditions	FCA Eberstalzell-Incoterms2010	**Gross**	5.074 KG
Mode of dispatch	by truck	**Net**	4.743 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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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

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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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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

seit über 59 Jahren

Schweitzer Spedition

CMR-Frachtbrief

Sendung-Nr.: 25-008927 vom 05.09.2025

Ludwigsburg, 08.09.2025
Seite 1 von 1

25-008927

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	**12.09.2025**		

7 Nachfolgender Frachtführer / Transporteurs successifs

Benutzte Gen.-Nr.:

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	**08.09.2025**		**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	82328557	13	COLLI	Getriebeteile	9.722	73,58
2	82329052	13	COLLI			
Summe: Total:		26,00	COLLI		9.722,00	

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
Anhänger
Fahrer

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

27 Gut 25-008927 empfangen am / Datum / Date
Réception des marchandises le

20
A-4653 Eberstalzell

Unterschrift und Stempel des Absenders
Signature et timbre l'expéditeur

23
-

Unterschrift und Stempel des Frachtführers
Signature et timbre du transporteur

KUEHNE+NAGEL S.r.l.
Via dei Ciclamini 4, 70026 Modugno (BA)
I-70026 Modugno
13 SET 2025

Unterschrift und Stempel des Empfängers
Signature et timbre du destinataire

"Riconosciuto conforme per verificata qualità e quantità"