

GENERAL TERMS AND CONDITIONS OF PURCHASE

for the procurement of systems, system components and services

1. Scope

- 1.1 The following general terms and conditions of purchase for the procurement of systems, system components and services ("terms and conditions of purchase") shall apply to orders placed by the principal (client), even in the event that contractor makes no reference to them in its order confirmation or only refer to their own terms of delivery and sale. The client shall conclude orders only on the basis of the following terms and conditions of purchase.
- 1.2 The contractor's terms and conditions shall thus only apply if the client expressly agrees to them in writing. Agreements that deviate from these terms and conditions of purchase shall require written confirmation by the client in order to be valid. In the event of contradictions in the contractual bases, the following order of priority shall apply:
 - special agreements, insofar as these have been confirmed in writing by the client;
 - the following terms and conditions of purchase;
 - dispositive statutory standards of applicable law.
- 1.3 These general terms and conditions of purchase shall also apply as a framework agreement to all future orders of the client without the necessity to refer to them again in each individual case.

2. Placing orders

- 2.1 Only orders and agreements placed in writing are binding.
- 2.2 Acceptance of an order issued by the client shall be confirmed by a company-made order confirmation, at the latest within five days from the day of receipt of the order, otherwise the order shall be deemed accepted without any modification.
- 2.3 Any objections to or deviations from the order on the part of the contractor shall also be communicated to the client in writing within five days of receipt of the order and shall require our written acknowledgement. Without written confirmation, the contractor shall not be entitled to any amendment of the order.

3. Prices

- 3.1 Unless otherwise agreed upon, the agreed prices are fixed prices plus VAT that include all expenditures of the contractor associated with fulfilment of deliveries and/or services. This includes, in particular, all costs for transport or shipping charges, packaging, taxes (with the exception of value added tax), customs duties and levies associated with the contractor's deliveries and/or services in the countries in which they are provided.
- 3.2 Insofar as the order does not contain any other provisions, the pricing shall be "delivered duty paid" (DDP) to the destination named by the client (usually a construction site) in accordance with the INCOTERMS 2020.

4. Payment terms

- 4.1 Invoices are to be submitted to the client electronically. In addition to the legally required information for tax exemption, contractors from EU countries must also indicate the movement of goods in all invoices. Contractors from non-EU countries shall ensure that their invoices comply with the regulations relevant for the client for proper accounting and tax treatment and shall obtain corresponding information from the client for this purpose.
- 4.2 Agreed (partial) payments shall in each case be made within the agreed payment period following invoice receipt and after fulfilment of all the conditions specified in the order. Payment does not imply any acknowledgement of the regularity of the deliveries and/or services and thus no waiver by the client of performance, warranty, guarantee services, compensation for damages, contractual penalties, etc.
- 4.3 The client shall be granted a liability waiver of 10 % of the total order value as security for warranty, guarantee and damage compensation claims for a period of 45 days beyond the warranty period pursuant to Section 13. The liability waiver can be redeemed against the provision of a free, abstract and irrevocable bank guarantee of a first-class bank acceptable to the client.
- 4.4 The release of the last payment only take place shall upon presentation of a total final invoice for all deliveries and/or services rendered according to the order and related claims. In the event of non-performance by the contractor in accordance with the contract, the client shall in any case be entitled to withhold any payments until performance is made in accordance with the contract. If the parties dispute the contractual conformity of performance, retention of payments with regard to this shall not entitle the contractor to in turn refuse further performance of the order or withhold its performance. By submitting the final invoice, the contractor declares that it has thereby asserted all claims arising from the business case in question and that there will be no further claims. The final invoice must therefore also contain a list of all outstanding claims (including those already invoiced).

5. Quality assurance, subcontracting

- 5.1 The contractor undertakes to apply the principles of quality assurance in accordance with the relevant standards (in particular ISO 9001) in their respective current version in the performance of its deliveries and/or services. The client and the final customer (FC) have the right to audit the quality assurance system, quality assurance regulations and quality assurance plan of the contractor and its subcontractors at any time.
- 5.2 The contractor undertakes to use only verifiably qualified subcontractors and to pass on the technical regulations and scheduling requirements from the order to the subcontractors. Furthermore, the contractor is obligated to notify the client in good time of any intended subcontracting and to obtain written confirmation of this from the client before awarding the contract. The contractor shall provide the client with a copy of the respective order upon request. In the event of non-compliance with these obligations, the contractor shall indemnify and hold harmless the client for any and all arising consequences.
- 5.3 In the event that the client does not approve subcontracting, the client shall be entitled, without prejudice to other claims, to withdraw from the contract in whole or in part and to demand compensation from the contractor for all resulting damages (including indirect damages), without the contractor being at fault. Approval of subcontracting by the client shall not limit the obligations of the contractor. The contractor shall remain fully responsible to the client for the fulfilment of the entire order even in the event of subcontracting. The contractor shall be as liable for the acts and omissions of its subcontractors as for its own acts and omissions. The contractor shall in particular also assume the obligations pursuant to Section 13 of these terms and conditions of purchase for its subcontractors.

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6. Documentation

6.1 *Scope:* The documentation shall be submitted to the extent prescribed in the order. If no details are available, documentation shall correspond to the specific business case in terms of scope, quality and time. Unless otherwise agreed upon, documentation shall be prepared in German and transmitted in electronic form. Unless otherwise agreed, delivery shall be made according to DDP in accordance with the INCOTERMS 2020. The documentation shall be transmitted taking into consideration the required security.

All general and working drawings shall be submitted to the client in good time before the start of workshop production so that the approval of the FC can be obtained and any necessary or desired changes or additions can be incorporated without jeopardising the deadline.

After execution of the work, the contractor shall send the client drawings, calculations and other technical documents relating to the deliveries and/or services with the required number of copies and the required format by the date specified in the order, but at the latest before acceptance.

6.2 *Shipping documentation:* Shipping documentation shall comply with the client's specifications. For the clear assignment of the respective customs tariff, the documentation must clearly show the complete and correct order number, contract item number and item number as well as the description of the goods, among other things. Part designations must be identical in all documents.

6.3 *Documentation of origin:* In the case of cross-border traffic, the contractor shall enclose the valid proof of preference, which is required in the country of destination of the goods for preferential import customs clearance, free of charge with the goods to be delivered. Proof of preference must in particular also contain the order code and the order number of the client. The values of goods must not appear. Unless otherwise agreed upon, the contractor's country shall be deemed to be the country of origin. *Certificate of origin:* The certificate of origin shall be certified by the competent chamber of commerce and by the competent consulate or embassy at the request of the client and at the expense of the contractor.

Confirmation of origin: If certificates of origin are issued by the client, the contractor shall, at the client's request, submit a confirmation of origin for each individual part stating the manufacturing company (with exact address) and/or the country of origin.

All information, fees and additional costs arising from the failure to provide such documents or from incorrect information shall be borne by the contractor.

6.4 *Testing documentation:* To the extent required in connection with the business case, testing documentation to be provided by the contractor shall consist of quality control reports, test reports and the like as well as scheduling plans and progress reports.

6.5 *Assembly documentation:* Documents to enable proper and economic assembly shall be provided in accordance with the schedule and the actual delivery process.

7. CE marking

7.1 If affixing of CE marking and/or a declaration of conformity is prescribed or permitted for deliveries and/or services, the contractor shall be obligated to comply with all legal provisions in this respect and to affix the CE marking to a machine/system that is ready for use and/or provide the client with the necessary declarations of conformity in the languages required for the documentation or in the languages required by the legal provisions.

8. Accompanying control

8.1 The contractor shall grant the client and the FC and persons commissioned by them the right to inspect the activities associated with the performance of the order at any time. For this purpose, the contractor shall provide the client and the FC or their representatives with access to the relevant work rooms and documents at the premises of the contractor and its subcontractors and shall constantly inform the client of the actual progress of the deadline and immediately notify any foreseeable deadline postponements. The announcement of postponements shall not constitute a deviation from contractually agreed dates unless the client expressly agrees to such postponements in writing. The contractor shall be in default if the agreed deadlines are exceeded.

8.2 The contractor shall be obligated to carry out a complete inspection itself prior to the technical inspection by the inspection team and to submit detailed inspection results (inspection report, measurement records, etc.) for final inspection as well as participate in this inspection at the client's request. The contractor shall provide auxiliary services, materials, labour, energy, suitable testing facilities, etc. at its own expense to carry out proper and effective tests.

8.3 If the client detects defects in quality and/or delays, it shall be entitled to carry out continuous monitoring of the contractor's activities at the place of manufacture at the contractor's expense until such defects have been remedied or delays have been made up for. The client shall inform the contractor of this in good time. The contractor shall be obligated to present the systems / system components etc. for inspection in an easily accessible and accident-proof manner. The performance of an inspection or a waiver thereof on the client's part shall not restrict the contractor's obligations and shall in particular not constitute a waiver by the client of any rights to which it is entitled, e.g. contractual penalties, compensation for damages, claims under warranty/guarantee. The contractor shall immediately remedy any defects discovered in the course of the inspections at its own expense. If the contractor does not remedy the identified defects completely within a reasonable period of time, the client shall be entitled to carry out the omitted or insufficiently performed rectification itself or through third parties (substitute performance) at the expense of the contractor.

8.4 The contractor shall provide the prescribed testing documentation for the inspections and the packing lists in the case of packaging tests. Incomplete or incorrect testing documentation may lead to retesting. The inspection documentation shall be presented to the client's inspector during the inspection and handed over in the required number or sent within an agreed period. In the event of a waiver of testing, the testing documentation shall be submitted to the client immediately or as agreed, but at the latest before delivery of the system / system component.

8.5 Contractor, client or FC shall each bear the costs for their own personnel or inspection team. If an inspection does not take place for reasons, for which the contractor is responsible, or if it fails for such reasons, the contractor shall assume all costs resulting from a renewed inspection, in particular also for the client's or the FC's personnel or inspection team.

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9. Packing, shipping

- 9.1 Transport packaging and transport of the entire delivery in accordance with the agreement as well as according to DDP INCOTERMS 2020 (insofar as these do not deviate from the specifications of the client) are part of the contractor's scope of services. Care must be taken during packing to ensure that the goods to be delivered withstand transport with all its foreseeable adversities. Goods to be shipped must be clearly and adequately labelled. The contractor shall bear any additional costs arising from non-compliance with the shipping conditions, e.g. special transports with corresponding packaging requirements.

10. Dates

- 10.1 Delivery shall be made on the dates specified in the order. Any deviation from the delivery dates stated in the order shall require the prior written consent of the client.
- 10.2 For the documentation, the respective date of the receipt stamp of the client or the acceptance confirmation of the client shall be deemed to be the delivery date if it has been submitted completely and correctly in the sense of the order. For deliveries and/or services, the date of delivery shall be the date of complete and defect-free performance of the contractor's respective obligations according to the order, including complete and correct documentation.
- 10.3 If the contractor recognises that it cannot meet the agreed deadlines and dates, it shall be obligated to inform the client in writing without delay, stating the reasons and the exact duration of the delay. A delay entitles the contractor to demand contractual penalties in accordance with Section 12. Any further liability of the contractor shall remain unaffected. If the client has obligations to comply with deadlines as a result of the order, the contractor shall be obligated to urge the client to do so verifiably and in due time. If this does not happen, the contractor may not invoke delayed provision or delayed cooperation on the part of the client in the event of delays in its deliveries and/or services. If the contractor cannot possibly meet the deadline despite urgency due to the client's late provision or cooperation, the agreed dates and deadlines shall be postponed by a maximum of the period of the delay for which the client is responsible without additional costs for the client. The new dates subject to a contractual penalty shall be the original dates extended by this delay. In all cases of imminent or actual delays, the contractor shall be obligated, irrespective of their cause, to organise execution of the order in such a flexible manner that delays are minimised or made up for. If measures are taken to minimise or make up for a delay for which the client is responsible, the contractor shall be entitled to charge these costs to the client, provided that the contractor has informed the client of these additional costs before taking the measures and the client has expressly accepted the additional costs. The contractor shall bear the costs for minimising or making up for a delay for which the client is not responsible.
- 10.4 Should the delivery dates agreed in the order be changed for reasons not attributable to the contractor, the contractor shall agree to proper storage for the client for up to three months at the expense and risk of the contractor. Ownership of the delivery items shall pass to the client at the start of storage. This shall not, however, effect acceptance in accordance with Section 14 and in particular shall not yet confirm the contractor's performance in accordance with the contract. The client shall make partial payments that would be due on the basis of deliveries affected by this when they are due, if the contractor sends the corresponding storage confirmation as well as confirmation of the transfer of ownership to the client, or hands over to the client a free, abstract and irrevocable bank guarantee from a first-class bank for the amount due that is acceptable to the client. In case goods are to be stored, total or partial deliveries are permitted only after a written dispatch release by the client. If storage is necessary for a period of more than three months, the contractor shall be entitled to reimbursement of the reasonable costs for this after providing appropriate verification.
- 10.5 Deliveries and/or services before the due date shall be permitted only with the written approval of the client and shall not entitle the contractor to an early payment.

11. Changes to the contract scope

- 11.1 The client may request changes to the scope of services and/or the delivery dates of the order by notifying the contractor in writing. Within 5 calendar days after receipt of a corresponding written notification, the contractor shall provide the client with written detailed information on any effects on scope of services, price and/or delivery dates, whereby the effects are to be justified and substantiated in detail. If the contractor fails to send a corresponding message or if the message is not sent in due time, the changes requested by the client shall be deemed to have been accepted without this changing delivery dates and/or price.
- In the event of timely transmission of information on any effects of the requested change in scope of services, price and/or delivery dates, the change shall become effective only with the client's written confirmation of the change and acceptance of its effects. If such confirmation and acceptance does not take place, the scope of performance, price and delivery dates shall remain unchanged unless the client exercises the following right of withdrawal.
- Should the contractor declare that it does not agree to a change requested by the client or that it is unable to implement it, the client may exercise its right of withdrawal in accordance with Section 19.3.
- 11.2 The contractor is obligated to inform the client of and offer any possible improvements to the contractual item of which it becomes aware. Changes may be made only on the basis of a supplementary order by the client in accordance with Provision 11.1.

12. Contractual penalties for default, liability

- 12.1 If the contractor fails to comply with deadlines, interim or final dates agreed in the order, it shall bear the following contractual penalties, each calculated from the total order value, irrespective of the occurrence of any damage. The obligation to pay a contractual penalty is regardless of culpability. Contractual penalties may also be deducted from the contractor's current invoices or claims from other contracts of the contractor with the client, if applicable.
- Unless otherwise agreed upon in the course of contract negotiations, the following rates shall apply:

- Deliveries and/or services: 1 % per week of delay or part thereof, capped with 10 % of the total order value;
- Documentation: 0.5 % per week of delay or part thereof, capped with 5 % of the total order value.

The obligation to pay a contractual penalty arises for the contractor with the occurrence of the delay, even if only partial. In the event of defective delivery and/or performance, however, the period between the acceptance thereof and the client's notice of defects shall not be subject to any contractual penalty. In this case, the obligation to pay a contractual penalty arises from the

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- time of notification of a defect until its rectification. Reservations on the part of the client upon acceptance of the delivery are not necessary to preserve the claim to a contractual penalty. The payment of contractual penalties shall not release the contractor from its performance obligations and resulting liabilities.
- 12.2 If the order provides for contractual penalties for defects, warranted characteristics or guarantees not achieved (e.g. performance penalties), the contractor shall not be released from the obligation that its deliveries and/or services must comply with the intended use. Payment of contractual penalties, performance penalties, etc. shall not release the contractor from compliance with guaranteed characteristics or from liabilities resulting from guarantees.
- 12.3 The contractor states that it is aware of the particular importance of complying with its obligations in connection with documentation and that it is therefore liable for the consequences of any delays and defects also in terms of the documentation.
- 12.4 The contractor guarantees correctness and completeness with regard to engineering and planning services, consulting activities and documentation.
- 12.5 If a claim is made against the client due to a violation of official safety regulations or due to domestic or foreign product liability regulations or laws, and if this claim is due to the delivery of defective products or rendering of defective services by the contractor, the contractor shall compensate the client for all resulting damages and indemnify and hold the client harmless. The contractor is obligated to take out sufficient product liability insurance and to submit the insurance policy to the client upon request. Concluding a product liability insurance shall in no way limit the obligations and liability of the contractor under this Section even if the client does not object to the submitted insurance policy.
- 13. Warranty, damages**
- 13.1 In addition to the characteristics expressly specified or otherwise promised or generally to be assumed, the contractor guarantees for itself and its subcontractors the completeness, freedom from defects and suitability of its supplies and/or services for the specific case of need, in particular also the quality and suitability of the supplies and/or services for the operating conditions prevailing at the place of use with continuous operation as part of the overall system, compliance with all standards and statutory and official regulations applicable at the place of use (in particular in terms of safety and environmental protection including noise), undisturbed availability in compliance with the performance and consumption values, ease of assembly, maintenance and repair, execution in accordance with the state of the art. The contractor shall verifiably point out all risks that are to be expected when using the product.
- 13.2 Unless otherwise agreed upon in the order, the warranty period shall be 36 months. The period shall commence, in case of individual parts with the delivery (handover) to the client (exceptions may be factory acceptance, which must, however, be agreed separately), in the case of machines or system parts as well as other services with the signing of the final acceptance protocol. The contractor assures that the delivery item is free from defects of title or quality at the time it is turned over to the client and that it complies with the latest state of the art, relevant laws and regulations and, in particular, the specified standards, regulations and quality requirements. If a defect occurs within 24 months from the beginning of the warranty period, it shall be presumed that this defect was already present at the beginning of the warranty period, unless the contractor disproves this presumption beyond reasonable doubt.
- 13.3 The customer shall not be obligated to inspect the goods after receipt for identity, obvious defects, missing quantities and transport damage etc., Article 377 of the Austrian Commercial Code shall be excluded.
- 13.4 Irrespective of the client's rights expressly mentioned here, the latter's other claims, in particular from legal warranty, compensation for damages and withdrawal from the contract, shall remain unaffected thereof. With regard to the warranty, the contractor waives the objection of delayed or not raised notice of defects.
- 13.5 Any detected defects or other deviations shall be pointed out to the contractor within a reasonable period of time. The contractor shall remedy all defects or deviations (including non-fulfilment of technical guarantees and performance warranties) at its own expense and risk unless they are caused by the client. If the defect is not remedied within a reasonable period of time after the client's notification and/or request, the client shall be entitled to choose to remedy the defect itself at the expense and risk of the contractor or have it remedied by a third party (substitute performance), to demand replacement at short notice or claim a price reduction, or to return the order to the contractor at its expense and to declare rescission. The contractor shall bear all expenses for the purpose of subsequent improvement or delivery at the respective place of use of the goods.
- 13.6 The warranty shall begin anew for repaired or replaced parts. Furthermore, the warranty for the entire product shall be extended by the period during which the product could not be used due to the defect and its removal.
- 13.7 In the even there are defects of any kind, the client shall in any rate be entitled to retain the entire outstanding purchase price or remuneration for the work until said defects have been remedied in full.
- 13.8 Unless otherwise agreed upon, the contractor guarantees that the spare and wear parts offered as necessary and selected by mutual agreement are absolutely sufficient for the period of commissioning and the continuous operation of three years. Otherwise, the contractor shall make corresponding subsequent deliveries to the place named by the client (usually the construction site) free of charge and according to DDP pursuant to the INCOTERMS 2020 and packed in accordance with client specifications. These terms and conditions of purchase shall apply to such subsequent deliveries. The contractor guarantees availability of spare and wear parts for the delivery item for ten years following the expiry of the warranty period.
- 14. Acceptance**
- 14.1 In principle, the contractual conformity of the deliveries and/or services is checked in the performance test of the overall system. However, the client is entitled to carry out additional special tests to check deliveries and/or services.
- 14.2 If a performance test is unsuccessful or acceptance is not granted based on other defects, the client shall grant the contractor a reasonable period of time for subsequent delivery in accordance with the context of the overall system. Any expenses of the client and the FC for personnel, material, operating resources and the like that are caused by the contractor in the course of unsuccessful performance tests shall be borne by the contractor. If acceptance does not take place within a reasonable period of time for reasons attributable to the contractor, the client may demand the contractual penalties and/or price reduction agreed in the order or withdraw from the contract with full reserve to any claims for damages.

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15. Export and import licence

- 15.1 The contractor shall be obligated to procure any and all export or import licences required in connection with its deliveries and/or services – in particular for export or import into the country of the FC – at its own expense. The contractor assures that at the time of ordering, complete delivery of the ordered item is secured and that no official or other restrictions prevent complete deliveries and/or services; the contractor shall otherwise be liable for the damage incurred by the client and/or the FC as a result. The contractor shall inform the client in good time after conclusion of the contract about possible newly arising export and/or import bans and/or restrictions and submit free alternatives to the client at an early date.

16. Non-disclosure

- 16.1 The contractor is irrevocably obligated to treat all information received from the client, through third parties or otherwise in connection with the order as strictly confidential. The contractor may not publish the content of the order, the business case and all information received directly or indirectly from the client, FC or otherwise in connection with the order and all information to be provided by the contractor based thereon without the written consent of the client. The contractor may also not use it for advertising or other purposes or in any other manner whatsoever. The contractor shall particularly keep secret the execution documents and documentation provided by the client, which shall be used exclusively for the execution of the respective order. If there is an unconditional and unavoidable legal obligation for the contractor to disclose certain information, it shall verifiably notify the client of the existence and scope of such an obligation prior to disclosure and provide the client with the opportunity to answer.
- 16.2 If disclosing information to third parties is mandatory and unavoidable for the fulfilment of the order, the contractor shall extend the confidentiality obligations under the present provisions to the third party in a legally binding manner before disclosure to said third party. In the event of a breach of this confidentiality obligation, the contractor shall be obligated to indemnify the client also against claims of third parties.

17. Rights to the contractual item

- 17.1 *Third party rights:* The contractor undertakes to ensure that the use of its deliveries and/or services is not impaired in any way by the assertion of third party rights (trademarks, designs, patents, territorial protection, etc.) or that existing boycott clauses, blacklists, etc. are violated. The contractor shall inform the client immediately of any violations that becomes apparent at a later date. Should such impairments or violations of rights be alleged, the contractor shall be obligated to indemnify and hold harmless the client and/or FC and to provide the client and/or FC with unrestricted use of the ordered item or to secure other acceptable alternatives for the client and FC free of charge.
- 17.2 *Copyright:* Ownership and exclusive right of use of the drawings, information and know-how provided by the client to the contractor shall remain with the client. The contractor acknowledges that these are copyrighted exclusively for the client.
- 17.3 *Inventions and improvements:* The contractor shall be obligated to notify the client of inventions and improvements made by it or its employees in connection with the order realisation using the information provided by the client and, through the request of the client, to make use of inventions in accordance with the relevant provisions of the relevant patent law. The contractor shall transfer the claimed invention (patent) with all rights and obligations to the client without reservation against reimbursement of the remuneration granted to the inventor and the costs of patent substantiation. The utilisation of the invention, the patent application and the determination of the remuneration to which the inventor is entitled under the law will be agreed upon mutually by contractor and client. The contractor shall ensure that its subcontractors assume a similar obligation to the benefit of the client.
- 17.4 *Subsequent orders:* Particular for the protection of the client's know-how acquired by the contractor in connection with the order and to ensure ideal operation of the overall system even after expiry of the warranty and/or guarantee period, the contractor shall grant the client appropriate customer protection for any subsequent orders placed by the client/FC or its authorised representatives for the overall system supplied by the client for a period of ten years from the date of final delivery. The contractor undertakes not to make any direct or indirect offers to the FC, e.g. for spare and wear parts, without agreement with the client as a distribution partner.

18. Force majeure

- 18.1 The contractor shall be exempt from timely performance of the contract in whole or in part if it is prevented from doing so by events of force majeure. Events of force majeure in particular are embargoes, fire, forces of nature, war and riots. If the contractor is hindered by an event of force majeure, it may invoke the existence of force majeure only if it sends to the client – immediately after the point in time at which the contractor could have become aware of the event – a registered statement verified by the respective government authority or chamber of commerce of the country of delivery/service, with information on the beginning and foreseeable end of the hindrance, the cause, expected effect and duration of the delay. In cases of force majeure, the contractor shall make every effort to remove or reduce the difficulties and foreseeable damages and to continuously inform the client thereof.
- Should the contractor become aware of a circumstance that leads or could lead to a delay that cannot be influenced, it shall immediately inform the client in writing and making its best efforts to mitigate the associated adverse consequences.
- 18.2 Dates and deadlines that cannot be kept due to the effects of force majeure shall be extended by the duration of the effects of said force majeure. In the event that a case of force majeure persist for more than four weeks, the client can withdraw from the contract in full or in part. The client shall not be liable to the contractor for the consequences, in particular costs, of impairments to contract performance caused by unforeseeable, unavoidable events.

19. Withdrawal/termination

- 19.1 *Breach of contract:* The client may withdraw from the contract in whole or in part in the event of violations of duty as well as when the contractor breaches an obligation incumbent upon it under this contract and after having unsuccessfully set a reasonable period of grace (generally 14 days). The client may withdraw from the contract in whole or in part even without setting a grace period if, for example

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- The contractor has in fact had a reasonable period of grace after a reminder from the client, even if no final deadline has been expressly set.
- The client has reason to assume that the contractor will not or cannot fulfil essential contractual obligations on time before the respective contract date already.
- One or more attempts at supplementary performance have already failed.
- The contractor breaches the obligation pursuant to Section 19.2.

Violations of duty in the aforementioned sense include actual or impending delays of interim or final deadlines or defects that endanger or significantly impede the client's performance of the contract toward its contractual partners, even if a contractual penalty is provided for this. Irrespective of any withdrawal, the client shall be entitled to carry out the omitted or insufficiently performed deliveries and/or services itself or have them carried out by third parties (substitute performance) at the expense of the contractor. Hereby incurred costs and/or expenses may either be invoiced directly by the client, in which case a payment period of 45 days after billing shall be deemed agreed, or deducted from the client's next due payments to the contractor. In the event of a withdrawal, the contractor shall refund to the client any amounts the client has already paid for deliveries and/or services not yet provided in accordance with the contract plus any financing costs incurred by the client. If the exercise of the right to substitute performance requires access to equipment or materials etc. located at the premises of the contractor or its subcontractors, the contractor shall be obligated to turn them over to the client. If the exercise of the right of self-help or substitute performance requires access to property rights, documentation (such as e.g. workshop drawings, calculations) or other information, the contractor shall be obligated to provide the client with the rights, documentation, information required for this purpose.

Rights of use: In the event of withdrawal from the contract, the client shall be entitled to free use of the ordered item for client and/or FC until a replacement solution has been accepted.

- 19.2 *Creditworthiness of the contractor:* The contractor shall inform the client immediately and fully in the event of threatened or initiated proceedings against the contractor or its suppliers under the Austrian Insolvency Code, under the Austrian Business Reorganisation Act or comparable proceedings under non-Austrian law, or in the event of a change in the contractor's details of ownership. In the event that one of the aforementioned proceedings are opened against the contractor or of a change in the contractor's ownership, the client may immediately dispose of the deliveries and/or services stored at the premises of the contractor and/or its subcontractors (whereby the contractor shall also be obligated to immediately and fully assign to the client any and all required rights) and/or immediately withdraw from the contract in whole or in part. The contractor shall inform the client immediately of the opening, cancellation or discontinuation of any proceedings under the Insolvency Code, under the Business Reorganisation Act or comparable proceedings under non-Austrian law and shall report to the client on the status of the proceedings on a monthly basis during the period of the proceedings.
- 19.3 *Cancellation:* The client shall have the right to withdraw from the contract in whole or in part at any time, even if the contractor is not at fault. In such a case, the client shall be obligated to pay the contractor the contract price in proportion to already completed deliveries and/or services and to also reimburse proven direct costs of deliveries and/or services in progress or of a cancellation of subcontracts. In addition, the contractor shall be entitled to an appropriate mark-up in terms of the proven direct costs of deliveries and/or services in progress. After the declaration of withdrawal, the contractor shall be obligated to make every effort to keep the costs to be reimbursed by the client at a minimum.
- 19.4 *Termination for cause:* The client has the right to withdraw from the contract in whole or in part for good cause. Cancellation of the FC's order vis-à-vis the client shall particularly be deemed an important reason. In such a case, the client shall be obligated to pay the contractor the contract price in proportion to already completed deliveries and/or services and to also reimburse proven direct costs of deliveries and/or services in progress or of a cancellation of subcontracts. In this case, the employee is not entitled to a mark-up.
- 19.5 *Suspension:* The client has the right to demand that the contractor interrupt further order execution at any time. In this case, the client shall be obligated to disclose the reasons for the interruption of further order execution to the contractor and to provide the available information on the expected duration of the interruption of the further of the order execution. Based on this information, the contractor shall illustrate the consequences to the client in detail and offer the economically best possible change to the schedule in the context of the project. The contractor shall not make any claims arising from suspensions up to a maximum of three months in each case. After the client has terminated the suspension, the contractor shall immediately continue with order processing.

20. Transfer of risk/title

- 20.1 Unless otherwise stipulated in these terms and conditions of purchase or in the order, the DDP conditions according to the INCOTERMS 2020 shall apply to the transfer of risk.
- 20.2 If assembly of the deliveries is included in the contractor's delivery scope, the risk shall be transferred with the client's signing of the acceptance report.

21. Insurances

- 21.1 Unless special agreements have been concluded, the contractor shall be responsible for taking out the necessary insurance itself. However, the contractor is in any case obligated to take out and maintain the following insurances in a sufficient amount and at its own expense.
- Comprehensive general liability insurance including product liability (whereby liability due to damaging effects on the environment [soil, air, water] and all resulting consequences must also be covered)
 - Transport insurance
 - Planning liability insurance in the event of pure planning services
 - Assembly insurance
 - Motor car liability insurance for the vehicles operated at the construction site on behalf of the contractor (applies particularly to forklift trucks as well)

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The conclusion of these or other insurances shall in no way limit the obligations and liability of the contractor even if the client does not object to the insurance policy to be submitted by the contractor at the client's request. If the contractor is co-insured within the scope of an insurance policy taken out by the client, the contractor shall acknowledge the respective insurance terms and conditions as binding. The contractor is therefore also obligated to fulfil all related obligations, e.g. to provide the required information, to follow instructions, to comply with requirements, etc.

22. Liability towards the contractor

22.1 The AG is not liable for damages caused by the FC or third parties.

23. Assertion of claims by the contractor

23.1 The contractor shall communicate to the client in writing, with detailed evidence and stating the exact amount of the claim as well as the reasons for it, any claims for payments in excess of the total order value, irrespective of the legal grounds, without delay, but at the latest within 14 calendar days of the occurrence of the event, unless Section 11.1 already applies to them which, in the opinion of the contractor, entitles it to such claims; otherwise such claims of the contractor shall be extinguished. With regard to all claims of the contractor against the client, it is expressly agreed that these must be asserted by the contractor within a period of one year from their incurrance or the first possibility of their assertion in accordance with the arbitration clause in Provision 29; otherwise the statutory consequences of the statute of limitations shall apply.

24. Third party claims

24.1 The contractor shall indemnify and hold the client harmless against all claims of third parties in connection with defects or non-contractual performance of its deliveries and/or services.

25. Assignment, pledging, compensation

25.1 Any assignment or pledging of rights arising to the contractor under the contract may be made only with the prior written consent of the client. The compensation for alleged claims by the contractor against claims of the client is expressly excluded. This does not apply to claims of the contractor already established with final and binding effect by a court.

26. Rights of lien, rights of retention

26.1 The acquisition of rights of lien, rights of retention or other securities for the supplies provided by the client as well as on the deliveries and/or services or parts thereof is excluded. The contractor shall ensure that all contracts with its subcontractors include a corresponding provision.

27. Severability clause

27.1 Should individual provisions of these terms and conditions of purchase be invalid, ineffective, unlawful or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, contractor and client shall be obligated to replace the invalid, ineffective, unlawful or unenforceable provision with a provision that comes nearest to the content and economic purpose of this provision in a legally permissible manner.

28. Requirement of form

28.1 Amendments and supplements to these terms and conditions of purchase require the written form to be valid. This applies to changes to the written form requirement as well.

28.2 Insofar as written form is required in a provision of these terms and conditions of purchase, this shall also include the possibility of electronic communication via e-mail.

29. Arbitration clause

29.1 All disputes or claims arising out of or in connection with this agreement, including disputes with regard to validity, breach, termination or nullity, shall be settled under the arbitration rules of the International Arbitral Centre of the Austrian Federal Economic Chamber (Vienna Rules) by one or three arbitrators appointed in accordance with said rules. The language to be used in the arbitral proceedings shall be English. The rules of the expedited procedure of the Vienna Rules shall apply to disputes up to a litigious value of EUR 300,000.

If the parties have their main office or habitual residence in Austria at the time of conclusion of the arbitration agreement and if the dispute is not of an international character (cf. Section 1(3) Vienna Rules), the Permanent Court of Arbitration of the Vienna Federal Economic Chamber shall have jurisdiction to administer the arbitral proceedings. The latter shall conduct the proceedings in accordance with the arbitrating and mediating rules for the Permanent Court of Arbitration of the Economic Chambers and the dispute shall be finally settled by a sole arbitrator or by a panel consisting of three arbitrators. The rules of the expedited procedure of the Vienna Rules shall apply mutatis mutandis to disputes up to an amount in dispute of EUR 300,000.

30. Applicable law

30.1 If both parties' registered seat is in Austria or in different countries: The contractual relationship between client and contractor (including the arbitration clause) shall be governed by Austrian substantive law, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

30.2 If both parties' registered seat is in the same country (except Austria): Clause 30.1 is amended as follows: Austrian law is replaced by the law of the country, where both parties' registered seat is located.