

General Terms and Conditions of Purchase of **Langzauner GmbH** (Registered with the Regional Court of Ried im Innkreis under FN 550006 h), Lambrecht 52, A-4772 Lambrecht (Last amended: August 2023)

1. SCOPE AND GENERAL INFORMATION

- 1.1 Our terms and conditions of purchase exclusively govern the entire business relationship with the contractor (hereinafter the "Contractor") even if we do not make reference thereto in agreements subsequently concluded. The version in force at the time of the conclusion of the agreement shall apply. They apply to deliveries and accordingly to any kind of other services (in the following the terms "delivery" and "deliveries" also refer to any kind of other services). "Acceptance of goods" is replaced by "acceptance" in the case of work performances and by "receipt" in the case of other services. Additional terms and conditions of the Contractor or such terms and conditions of the Contractor that differ from the terms and conditions hereof, even where known, do not become part of the agreement, even if we do not expressly object to them or if we accept, receive or pay for a delivery without reservation.
- 1.2 Additional agreements or agreements differing from these terms and conditions of purchase concluded between us and the Contractor with regard to the performance of a contract shall be made in writing. This also applies to any cancellation, suspension or waiver of this written form requirement.
- 1.3 A declaration made electronically (e.g. by e-mail) or by fax is deemed to have been made in writing.
- 1.4 Any rights we enjoy under statutory provisions are unaffected by these terms and conditions of purchase.
- 1.5 The Contractor is not entitled to assign the agreement in whole or in part to third parties without our written consent, except for primary materials and/or standard or special components the procurement of which is unavoidable. The Contractor's pre-suppliers are deemed to be its vicarious agents.
- 1.6 Should any provision of the agreements concluded under these terms and conditions of purchase be invalid or unenforceable in whole or in part, this will not affect the validity and enforceability of all remaining provisions of these agreements. The invalid or unenforceable provision is deemed to have been replaced by a valid and enforceable provision that comes closest to the economic purpose pursued by the parties in agreeing to the now invalid or unenforceable provision. This also applies in the event that a provision is deemed invalid or unenforceable due to a measure of performance or time provided for in these agreements; in such cases, a measure of performance and time which comes closest to that intended and which is legally permissible replaces the one originally agreed. The same applies in the event that these agreements contain omissions that need to be addressed.

2. QUOTES, CONCLUSION OF CONTRACT, AND CHANGE MANAGEMENT (CHANGE REQUESTS)

- 2.1 Any request we make for a quote is non-binding and does not oblige us to pay any remuneration or reimburse any expenses incurred for the subsequent drafting of an offer, on whatever legal grounds.
- 2.2 The Contractor shall strictly adhere to the specifications set out in our request for a quote in its offer, which it shall submit in writing stating our reference data, and in the event of deviations therefrom it shall make express written reference thereto in advance. Offers made and cost estimates provided by the Contractor are binding and free of charge unless

otherwise agreed in writing. Any offer made by the Contractor that does not contain an explicit acceptance period may be accepted by us up until the expiry of a 12-week period following its receipt. Acceptance of the offer takes effect upon receipt of the declaration of acceptance by the Contractor (order). Samples shall be provided to us free of charge.

- 2.3 Our order, any additions or amendments, as well as other agreements made in the course of concluding or executing the agreement are only binding if our declaration to that effect is made in writing. Our silence regarding offers or other declarations made by the Contractor may not be construed as consent unless otherwise agreed in writing. A declaration we make is not binding on us if it contains obvious errors, clerical errors or miscalculations.
- 2.4 The Contractor shall immediately confirm in writing any order we place quoting our order number(s) (order confirmation). Such order confirmation does not contain a binding declaration of intent, but is exclusively for the purposes of documentation (declaration of intent) if the contract has already been concluded as a result of our order.
- 2.5 If the Contractor does not confirm an order within seven calendar days, we are entitled to cancel the order before receipt of the Contractor's order confirmation. Calls for delivery made under an order and call schedule are binding unless the Contractor objects within two working days of receipt.
- 2.6 In the case of deliveries by the Contractor, which are to be assembled by us or a third party, the Contractor shall without additional charge provide all documentation to the usual extent and as required by us, such as assembly plans, data sheets, installation instructions, processing instructions, storage, operating and maintenance instructions, lists of spare and wear parts, etc. Labels shall be affixed in German and, at our request, in other languages. Operating instructions and manuals shall be provided in duplicate in German and, if requested by us, in other languages.
- 2.7 We may request changes to or extensions of the deliveries at any time, at our reasonable discretion, and taking into consideration the interests of the Contractor. This applies in particular to changes to services and additional services that are technically required or specified by our customer. The Contractor shall assess and examine such requirements as to their technical feasibility and the impact they would have on quality, deadlines and costs without undue delay and inform us of the findings of its assessment by means of a separate change offer.

Insofar as a change results in an increase or reduction in costs and/or in non-compliance with the schedule, the Contractor shall give notice of this without undue delay upon receipt of our change request and send us a corresponding supplementary offer. The change is to be made on the basis of an agreement documenting the change or on the basis of our change order, specifying the technical change to the delivery, the remuneration payable for increases and reductions in cost, or by taking reductions in cost into consideration, as well as any changes to the schedule. If a change request affects the respective specifications or other relevant contract documents, the Contractor shall adapt and update them accordingly and both parties shall document this in writing or in text form.

3 PERFORMANCE, DELAY, PACKAGING, TERMS OF DELIVERY (INCLUDING TRANSFER OF RISK), LABELLING, FOREIGN TRADE LAW, AND RETENTION OF TITLE

- 3.1 The delivery shall be made to the agreed place, at the agreed time and in the agreed manner. The delivery period commences on the day on which the order is placed, except as otherwise expressly agreed. The timeliness of a delivery is determined by its receipt at the place of destination specified by us (delivery address), whereas the timeliness of a delivery involving installation or assembly, and the timeliness of services, is determined by acceptance or receipt. Deliveries by the Contractor, or third parties commissioned by it,

- shall be made during our normal operating hours. The Contractor shall immediately notify us in writing of any foreseeable delay in delivery, stating the reasons and expected duration of the delay. In such cases, the delivery period is only extended if we have expressly consented thereto in writing.
- 3.2 A delivery note shall be included with each delivery, clearly providing at least a description of the item, the weight (gross/net) and the packaging, the place of destination, the order number, if applicable the item number in the respective merchandise management system and – insofar as it concerns goods with a limited shelf life – the best before date or expiry date. We are entitled to refuse to accept the delivery if and to the extent these details are missing in whole or in part. The Contractor shall bear any additional costs incurred as a result of the complete or partial lack of this information or due to expedited shipping to comply with the agreed delivery date.
 - 3.3 If the Contractor is in default, we are entitled to withdraw from the contract in whole or in part immediately after a reasonable grace period set by us expires without result.
 - 3.4 Acceptance of a delayed delivery may not be construed as constituting a waiver of claims for damages. In the event of a delay on the part of the Contractor, we are also entitled to demand from the Contractor, without having to provide proof of damage incurred, a contractual penalty independent of fault in the amount of 0.5% of the total order value for each week of delay or part thereof, up to a maximum of 5% of the total order value. We are entitled to offset this contractual penalty and deduct it from the invoice amount.
 - 3.5 Early deliveries require our prior written consent, failing which we are entitled to return the delivery to the Contractor at the latter's expense and risk. In the event of an early delivery, we reserve the right to charge the Contractor for any additional costs resulting therefrom, such as storage and insurance costs, and to effect payment in accordance with the agreed delivery date. We are only liable as a custodian until the agreed delivery date.
 - 3.6 Unless otherwise agreed, partial deliveries as well as excess or short deliveries are not permitted. We reserve the right to accept such deliveries in individual cases.
 - 3.7 Packaging must be appropriate, suitable and in perfect condition, and shall be such as to provide sufficient protection for the delivery items until they reach their place of destination. Furthermore, the Contractor shall follow our guidelines and observe our specifications for the dispatch of the goods, in particular our applicable packaging and shipping instructions. Except where otherwise agreed in specific cases, the Contractor shall at its own expense affix the markings prescribed by law in Austria to the packaging to be used by it for the delivery of goods. The Contractor shall indemnify and hold us free and harmless on first demand with regard to possible third party claims for damages that may be asserted against us due to a culpable breach of the labelling requirements to which the Contractor is subject. Unless otherwise agreed in writing, the Contractor undertakes to licence packaging material from Altstoff Recycling Austria AG (ARA) and pay the licence fees to ARA in accordance with the contract. In the event of the disposal of the transport or product packaging by us or our customer, the Contractor undertakes to reimburse the costs of disposal accordingly. The Contractor is free to participate in another suitable waste disposal programme. In such case, the remuneration does not apply.
 - 3.8 In the case of deliveries involving installation or assembly and in the case of other services, risk is transferred upon acceptance or receipt. In the case of deliveries without installation or assembly, risk is transferred upon acceptance at the destination. This also applies if we take charge of arranging transport and/or transport insurance. Unless otherwise agreed in writing, delivered duty paid (DDP to the place of destination) is deemed to have been agreed for the delivery, as per Incoterms[®] 2020. If, by way of exception, the goods are transported at our expense and risk, we decide on the means of transport and select the forwarder or carrier. In such cases, the Contractor shall make the goods available in a timely manner,

- taking into account the time required for loading and dispatch to be agreed with the forwarder or carrier.
- 3.9 In the case of goods with a limited shelf life, the Contractor shall clearly mark the best before date or expiry date, and in the case of goods with special storage and/or disposal requirements, this information must be clearly visible on the goods and packaging as well as on all order confirmations and delivery notes. To facilitate quantity control, the content quantity must be indicated on each outer layer of packaging and shipping unit.
 - 3.10 The Contractor shall comply with the respective applicable requirements of national and international export, customs and foreign trade law (foreign trade law) for all deliveries and it shall procure the necessary export licences and provide us with detailed information on the circumstances in connection therewith a reasonable time in advance unless we are, or a third party is, obliged under the applicable foreign trade law to apply for the export licences instead of the Contractor. In case an export licence is required for the delivery, the Contractor may only carry out the delivery if the export licence has been obtained, irrespective of who is required to submit the application for the export licence.
 - 3.11 Before the delivery date at the latest, the Contractor shall provide us with written, accurate and complete information and data (itemised on the order confirmation, delivery note and invoice), which we need to ensure compliance with the applicable foreign trade law for imports and exports as well as for the resale or re-export of goods delivered, and in particular it shall provide us with the following data relating to foreign trade for each individual good/service: (a) the list item number if the product is listed in the Dual Use Regulation; (b) an indication of EAR or an export control classification number (ECCN) if the product is subject to EAR; (c) all applicable export list numbers; (d) the statistical commodity code as defined in the current commodity classification of foreign trade statistics and the HS code; (e) the country of origin (non-preferential origin); (f) if requested by us, the supplier's declarations of preferential origin (in the case of a European contractor) or certificates of preferential origin (in the case of non-European contractors); (g) the origin of its goods and their components, including technology and software, in terms of trade policy; (h) whether the goods were transported through the USA, produced or stored in the USA, or manufactured with the aid of US technology; and (i) the details of a contact person in its company who can clarify any queries we may have.
 - 3.12 Upon our request, the Contractor shall inform us in writing of all other foreign trade data concerning its goods and related components, and in the case of an export licence, it shall provide a copy of the official licence in particular. In the event of changes to the origin or properties of the goods or services or to the applicable foreign trade law, the Contractor shall update the foreign trade data before the delivery date at the latest and give notice of this in writing.
 - 3.13 We object to and oppose any arrangements for the retention of title. Such arrangements require our prior written consent on a case-by-case basis.

4 INTERRUPTIONS AND WITHDRAWAL

- 4.1 We are entitled to demand that the Contractor interrupt delivery and postpone the contractually agreed delivery dates, without giving any reason. The Contractor has no right to compensation for such an interruption and/or postponement.
- 4.2 We are entitled to withdraw from the contract in whole or in part even in the absence of any fault on the part of the Contractor. In such a case, the Contractor is merely entitled to invoice us for the necessary expenses it has demonstrably incurred up until the date of withdrawal plus follow-up costs, but no more than the agreed price for the goods affected by withdrawal. The Contractor shall keep the amounts recoverable from us as low as possible. The Contractor is not entitled to any reimbursement if it bears responsibility for our withdrawal.

- 4.3 We are entitled to withdraw from the contract without setting a grace period in the event an application for insolvency proceedings is made against the assets of the Contractor or such proceedings are opened or an application for the initiation of insolvency proceedings is dismissed due to insufficient assets. If this right of withdrawal is exercised, withdrawal takes immediate effect at the time of the decision not to continue the business of the Contractor. If the business is continued, withdrawal only becomes effective six months after the opening of insolvency proceedings or after the application for the opening of such proceedings is dismissed due to a lack of assets. In the event of withdrawal, termination of the contract occurs with immediate effect provided the insolvency law to which the Contractor is subject does not preclude this or if termination of the contract is imperative for the purpose of avoiding serious economic disadvantages on our part.
- 4.4 Other consequences of withdrawal are excluded.

5 PRICES AND PRICING, INVOICING, SET-OFF, RETENTION, AND REFUSAL OF PERFORMANCE

- 5.1 The agreed prices are fixed prices. The agreed fixed price is in each case a total fixed price, i.e. it is not subject to change and covers all deliveries and services to be provided by the Contractor for performance of the contract, even in the event of delays affecting the delivery or performance process except where the Contractor is able to demonstrate that such delays are exclusively the result of circumstances falling within our ambit and therefore are beyond the Contractor's control or are not attributable to the neutral sphere. In all other respects, pricing is based on the agreed clause of Incoterms® 2020. In the absence of a written agreement to the contrary, the price includes all incidental costs, in particular for functionality and quality checks and controls, including the relevant packaging, shipping equipment and transport to the destination specified by us, as well as export and import and other public charges. The price does not include statutory value added tax, if any.
- 5.2 Unless otherwise agreed in writing, the invoice shall be sent to us, containing all order data (in particular order number(s)), after complete performance of the contract by the Contractor and the invoice shall comply with the statutory provisions. To avoid a delay in our processing of invoices, invoices are not to be enclosed with deliveries, but instead must be sent separately by post. We reserve the right not to process and to return invoices that fail to comply with our instructions and specifications (in particular, with regard to order details or VAT regulations, e.g. quoting VAT numbers). In this case, the invoice is deemed not to have been issued.
- 5.3 The Contractor is not entitled to set off claims against us unless the claim it wishes to set off has been acknowledged by us in writing or established as binding by a court of law.
- 5.4 The Contractor may only assert a right of retention and/or a right to refuse performance if its claim (counterclaim) is based on the same (individual) contractual relationship and is undisputed or has been established as binding by a court of law.

6 PAYMENT

- 6.1 The period for payment of the invoice commences as soon as the contract has been duly performed by the Contractor and the duly issued invoice has been received by us. Where the Contractor is required to provide material tests, test protocols, quality documentation or other documentation, performance by the Contractor also presupposes proper receipt of such documentation.
- 6.2 Unless otherwise agreed in writing, payment is to be made at our option either within 14 days with a discount of 3% or within 30 days without a discount. In the event of defective delivery, we are entitled to withhold payment until such time as proper performance is

effected, without any loss of rebates, discounts or similar price reductions. The payment period begins after defects have been eliminated in their entirety. Payment is subject to invoice verification. Payment may not be deemed either as an acknowledgement that the delivery was duly conducted or as a waiver of any rights to which we are entitled.

- 6.3 In the event of payment default, the Contractor may demand payment of default interest of 5% per annum and only insofar as we are unable to prove lesser damage.

7 QUALITY AND QUALITY ASSURANCE

- 7.1 The Contractor warrants that all goods delivered by it and all services rendered by it are in compliance with the relevant legal provisions in Austria and the regulations, ordinances and guidelines of authorities and professional associations as well as the technical regulations, norms and recognised standards ("state of the art") applicable at the time of delivery, acceptance or receipt and it warrants that they are suitable for the agreed purpose of use and have all necessary approvals and test marks, in particular CE marks and TÜV approvals, unless otherwise agreed in individual cases. Where reference is made in orders to designs in accordance with standards, EN regulations, ÖN regulations and/or DIN regulations, the latest version is deemed to apply in each case unless a specific version is stipulated. The Contractor shall obtain our written approval before making any changes to an ordered product, regardless of whether the functionality of the product is affected.
- 7.2 Unless otherwise agreed in writing, the Contractor shall comply with all relevant quality standards in their current versions. For the purposes of quality assurance, the Contractor shall plan, specify, implement and monitor measures systematically to ensure the highest possible quality. Further, the Contractor shall give us and/or our authorised representatives an appropriate opportunity upon request to inform ourselves about the quality management system in use at its production and business premises and to verify compliance with and the effectiveness of the aforementioned measures. These obligations/authorisations extend to any of the Contractor's subcontractors and suppliers, on which the Contractor must impose a corresponding obligation. We reserve the right, where appropriate, to demand proof of the Contractor's quality management system and documentation for quality checks, including the right to conduct an audit at the Contractor's premises. We welcome the introduction of national and international standards and norms with regard to quality, environment and social issues (e.g. ISO 9001, ISO 14001).
- 7.3 The Contractor represents and warrants that its deliveries are RoHS-compliant and thus do not exceed the limits in force and applicable in connection with the RoHS Directive on restricting the use of certain hazardous substances in electrical and electronic equipment at the time of delivery. If the Contractor delivers products subject to material restrictions and/or information obligations (e.g. REACH), it shall declare such substances no later than at the time of the first delivery.
- 7.4 The Contractor warrants that the goods delivered do not contain any accompanying substances or additives other than those which are technically unavoidable.
- 7.5 Only the weights or quantities established at the time of acceptance of the delivery or other units of quantity stated in the order are decisive, without taking into consideration any previous weighing or counting that may have been carried out. Deviations (departures) in weight, quantity or units of quantity are deemed to be defects.

8 NO INSPECTION OBLIGATION AND NO DUTY TO NOTIFY DEFECTS

We are not subject to any inspection obligation and duty to notify defects whatsoever with regard to the agreed delivery. The obligation to examine and give notice of defects under Section 377 et seq. of the Austrian Commercial Code is excluded in particular.

9 REPRESENTATIONS AND WARRANTIES, LIABILITY, RECALL AND INSURANCE

- 9.1 The mere act of taking delivery, any temporary use of goods delivered or payments made in respect thereof do not constitute acceptance or a waiver of rights to which we are entitled. Receipts issued by our goods-in department are not deemed to be declarations on our part regarding final acceptance of the goods delivered. Our approval of drawings, calculations or other (technical) documents of the Contractor does not affect its responsibility for defects and its obligation to take responsibility for warranties assumed by it. In the absence of a clear reference to special storage conditions on the delivery item and in the offer or in the order confirmation, improper storage of the goods only renders claims under the warranty invalid with regard to storage damage in the case of gross negligence, at least, on our part.
- 9.2 The Contractor provides a full warranty for performance of its deliveries in conformity with the agreement, in particular for the usually assumed and possibly guaranteed, publicly stated properties and for properties resulting from samples and testing, as well as for compliance with all relevant legal and official regulations (including environmental regulations) as in force at the place of destination. Furthermore, it warrants that the quality, suitability and manufacturing technology comply with the relevant accepted rules and are in keeping with the current state of the art, that only first-class materials of suitable quality have been used and, to the extent that the following is covered by the subject matter of the agreement, that the construction and design of its deliveries comply with the relevant accepted rules and are in keeping with the current state of the art and that only materials suitable for the intended use have been used. The Contractor warrants that unrestricted and unencumbered ownership of the goods delivered is transferred and it undertakes to indemnify and hold us free and harmless with regard to any third party claims arising therefrom. Upon our request, the Contractor shall send us proof of its unrestricted ownership – for example by providing confirmation from pre-suppliers.
- 9.3 The warranty period for movable property is 36 months. The warranty provided by the Contractor applies to all patent and latent defects discovered during the warranty period and regardless of whether the defects were already present at the time of the transfer of risk or not.
- 9.4 The Contractor shall ensure the traceability of the goods it delivers. In the event that defects/faults are established, it must be possible to trace the delivery or batch to which the complaint relates with a view to determining the status of the warranty period and identifying the total quantity of goods affected. If traceability proves impossible in cases of warranty and/or (product) liability, the Contractor shall compensate us for any disadvantage we may suffer as a result. Should it not be possible to determine the status of the warranty period for a defective/faulty product due to the lack of traceability, the Contractor shall refrain from raising a plea of limitation unless it can prove that the warranty period and the limitation period have expired.
- 9.5 The warranty obligation commences in the case of deliveries upon installation or assembly and in the case of services upon acceptance, in the case of other deliveries upon receipt at the place of destination, and for latent defects upon detection. In the case of deliveries to places where we execute orders outside of our locations by using the delivered goods, the warranty period commences upon acceptance by our customer of the service to be provided by us. A written assertion by us within the limitation period is deemed sufficient for determining compliance with the notice period. The warranty period begins to run anew after the defect has been remedied. We are also entitled to recourse against the Contractor within the meaning of Section 933b of the Austrian Civil Code if the end customer is not a consumer but an entrepreneur. The Contractor waives its right to object to the belated assertion of the right of recourse in accordance with Section 933b para. 3 of the Austrian

- Civil Code. In the event of premature delivery not caused by us, the delivery date agreed is the basis for commencement of the warranty period.
- 9.6 Deliveries made by the Contractor must be equipped with all safety devices that are prescribed therefor and must comply with the safety regulations applicable and in force at the place of use. In particular, all relevant EU regulations, and the Electrical Engineering Act and all regulations based thereon, as amended, and the valid ÖVE (Austrian Electrotechnical Association) or applicable VDE (German Commission for Electric, Electronic and Information Technologies) regulations, Austrian technical standards, DIN standards, European standards (EN) and similar regulations shall be observed. Deliveries made by the Contractor shall bear a CE mark in accordance with EU regulations and Austrian laws. Corresponding declarations of conformity with short descriptions as well as assembly instructions and installation regulations, if applicable, shall be provided at the time of delivery. The Contractor shall inform us in a timely manner of changes to materials, manufacturing processes and parts from suppliers as well as changes to declarations of conformity.
 - 9.7 The Contractor shall notify us of all changes to its approvals with Underwriters Laboratories Chicago (UL) and Canadian Standards Association (CSA) respectively, without undue delay. In the event we are liable to pay damages to our customers due to the lack of UL or CSA licences respectively, for the goods delivered by the Contractor or our overseas customers reject acceptance of the goods due to the lack of licensing, the Contractor shall compensate us in full for all costs incurred in this respect, including consequential costs resulting from defects.
 - 9.8 The Contractor shall check the suitability of the standards, guidelines and other regulations applicable under the agreement or within the context of an order and, if necessary, the Contractor shall warn us of any obstacles to proper performance of the agreement before performance is rendered (obligation to check and warn).
 - 9.9 With regard to defects that occur during the warranty period, we are entitled at our option to demand that the Contractor remedies the defect(s) at short notice by means of improvement (repair, providing what is missing) and/or replacement – also free at the place of use – at its risk and expense, or to claim a price reduction or to return the goods to the Contractor at its expense and declare repudiation of contract. In the case of imminent danger, for example to avoid any default on our part, or if the Contractor is late in remedying defects, we are entitled without prior notice and without prejudice to our rights under the Contractor's warranty to obtain supplies elsewhere at the Contractor's expense or improve/substitute defective deliveries or have them improved/substituted at the Contractor's expense. The costs for making such an improvement/substitution shall be reimbursed to us in full, even if such costs would be higher than the costs incurred for improvement or substitution by the Contractor. The Contractor shall compensate us for all damage, including frustrated and other expenses, attributable to the Contractor's defective delivery. In particular, we are entitled to demand reimbursement of all expenses related to remedying the defect(s) from the Contractor, such as transport, infrastructure, labour, material, dismantling and assembly costs, and costs for inspecting incoming goods in excess of the usual scope. In any event, inspection costs shall be reimbursed to us if defects are revealed as a result of the inspection.
 - 9.10 Insofar as we are entitled to compensation, our claim also extends to compensation for all losses, damage and expenses that we are required to reimburse to third parties.
 - 9.11 Defects established as a result of inspecting a random sample of part of a delivery of identical goods entitle us to reject the entire delivery if the results provide information about the quality of the goods delivered in their entirety.
 - 9.12 If the Contractor or we have reason to believe that it is necessary to recall the end product due to a product supplied by the Contractor, the Contractor or we shall immediately inform

the other party of the reasons and provide documentation supporting this view. Without undue delay, the other party shall give its view on the reasons provided for a possible product recall. Where the contracting parties are unable to reach agreement in writing on the need for a recall and/or its scope, a contracting party may set a date for a meeting by giving at least three days' notice to be attended by persons from each contracting party who are authorised to take decisions. If one of the contracting parties fails to act in accordance with this schedule, it may not argue vis-à-vis the other contracting party that the recall was objectively necessary or that it was not necessary unless the latter has overlooked this deliberately or as a result of gross negligence. The Contractor shall indemnify and hold us free and harmless on first demand with regard to all losses, damage and expenses (including legal costs) arising from or in connection with products delivered by the Contractor, insofar as the recall is or was necessary owing to the Contractor's product.

- 9.13 In the event that a claim is made against us due to a defect or fault in or affecting the goods delivered by the Contractor, the Contractor undertakes to indemnify and hold us completely free and harmless on first demand with regard to all third party claims (including legal costs). In cases of fault-based liability, however, this only applies if the Contractor is unable to prove the absence of fault. Furthermore, the Contractor undertakes to do its utmost to support us in any legal dispute with third parties. Where the Contractor claims that the delivery is not defective within the meaning of product liability legislation, it shall also furnish proof of this to us.
- 9.14 Furthermore, for a period of 11 years from the last delivery, the Contractor undertakes to provide us with the name of the respective manufacturer, importer or pre-supplier in relation to the products delivered by it to us immediately upon request, and to make available to us without delay any evidence useful for defending against product liability claims brought by third parties, such as in particular manufacturing documents and documents from which production and delivery batches and/or production and delivery dates can be deduced.
- 9.15 The Contractor shall insure itself against all risks arising from operational and product liability, including the risk of a product recall, with suitable cover of at least EUR 7.5 million per liability case and provide us with proof of this upon request by producing its insurance policy. The Contractor shall maintain the insurance cover for a period of 10 years after the delivery items have been put into circulation by us, even after complete performance of the mutual contractual obligations.

10 THIRD PARTY RIGHTS AND SOFTWARE PRODUCTS

- 10.1 The Contractor is liable for ensuring that third party rights are not infringed as a result of its deliveries and the use thereof in conformity with the agreement. It shall indemnify and hold us completely free and harmless on first demand with regard to all losses, damage and expenses (including legal costs) resulting from the infringement of such rights and shall ensure the goods delivered can be used in full without restriction.
- 10.2 Where the Contractor is under an obligation to supply software products that have not been individually developed for us, the Contractor shall grant us a transferable and non-exclusive right of use. This right of use is of unlimited duration if the payment of a one-off fee has been agreed for this purpose. The Contractor shall grant us an exclusive and transferable right to use software products that have been individually developed for us for an unlimited period of time and for all types of use. In the absence of any agreement to the contrary, the source code of the software shall also be supplied in its current version.

11 FREE ISSUE MATERIALS AND SPARE PARTS, DURATION OF AVAILABILITY OF SERIAL PRODUCTS AFTER DISCONTINUATION

- 11.1 Any items made available to the Contractor by us remain our property. They shall be stored, labelled and administered separately and appropriately by the Contractor free of charge. Receipt thereof shall be confirmed at our request. They may only be used in connection with our orders. The Contractor shall provide compensation in the event of a decrease in value or loss of our property. Any claims for compensation on the part of the Contractor due to the untimely provision of free issue materials as well as a right of retention on the part of the Contractor are excluded. Any processing or alteration of free issue materials by the Contractor is only permitted with our written consent and in accordance with our specifications. The processing or alteration thereof is carried out for us. If such items are processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of our items to the other processed items at the time of processing. For inventory purposes, the Contractor shall inform us immediately in writing of its inventory of free issue materials at our request.
- 11.2 The Contractor shall inspect the free issue materials to ensure they are suitable for carrying out the delivery to be made by the Contractor and shall warn us immediately in writing in the event of any unsuitability (obligation to check and warn).
- 11.3 The Contractor shall supply us with the necessary spare and accessory parts, as well as tools for a further 10 years after the last delivery of serial products.
- 11.4 A discontinuation of a serial product by the Contractor is only permissible for the period after expiry of any agreed delivery periods. In the event of discontinuation of a serial product by the Contractor, the parties shall determine its further availability. A serial product is deemed to have been discontinued if we have received notice of discontinuation in writing. In the absence of any other agreement, the Contractor shall ensure the following standard availability in the event of discontinuation: (a) the need can be defined up to three months after discontinuation (Last Order), (b) a delivery of new serial products is made within two years of discontinuation on the basis of a blanket order, (c) in addition, the Contractor offers to repair discontinued serial products for five years from the date of the last delivery of serial products to us. In this respect, a delivery based on a Last Order is also deemed a delivery of serial products.

12 MEANS OF PRODUCTION AND NEW DEVELOPMENTS

- 12.1 We retain title and all rights to any kind of means of production (e.g. devices, tools, artwork and templates, samples, models, works standards, drawings, technical calculations, software, and other items), which we entrust to the Contractor for the purpose of manufacturing the goods or for other reasons.
- 12.2 We acquire ownership of the means of production manufactured for us by the Contractor against payment upon their completion – insofar as they are capable of being owned – as well as all rights of use and exploitation to any intellectual property rights.
- 12.3 We entrust such means of production to the Contractor as a loan for the purpose of manufacturing the goods ordered. Such means of production shall be marked as our property by the Contractor and, as well as any items manufactured using such means of production, may not be used for purposes other than the contractual purposes without our prior written consent.
- 12.4 The Contractor shall do everything necessary to transfer ownership to us of the means of production manufactured by it for us and in so doing comply with the provisions on the transfer of ownership provided for under international private law. It declares in advance that the means of production are deemed to have been handed over to us upon completion and are our property (anticipated constitutum possessorum).
- 12.5 The means of production may not be made accessible to third parties. The Contractor is not entitled to make copies, reproductions or other duplications of the means of production. The

Contractor shall send the means of production (back) to us without undue delay, without being requested to do so and at its own expense if they are no longer necessary for the purpose of manufacturing the goods ordered or if negotiations do not lead to the conclusion of a contract. The Contractor has no right of retention to the means of production.

- 12.6 The Contractor shall treat the means of production with care, store them properly and dispose thereof only with our written consent. It shall insure the means of production at its own expense at the original value against fire, water and theft. It assigns to us all compensation claims arising from such insurance. We herewith accept the assignment. The Contractor shall carry out, or have carried out, any necessary servicing and inspection work on and all maintenance and repairs to the means of production in a timely manner in consultation with us. It shall immediately notify us of any damage that arises.
- 12.7 New developments, which the Contractor operates together with us or on our behalf, may only be used for other purposes with our written consent; publications about the new developments also require our consent. If we do not exercise our right to apply for a patent or for protection of a utility model for new developments ourselves, the Contractor requires our express written consent before filing such applications itself.

13 CONFIDENTIALITY

- 13.1 The Contractor shall keep secret for an unlimited period all information made available to it about us which is recognisable as a commercial or business secret and neither record, disclose or use it except where such use of the information is required for the purpose of making the delivery to us.
- 13.2 By concluding suitable contractual agreements with its employees and authorised representatives, the Contractor shall ensure that they also refrain indefinitely from any personal use, disclosure or unauthorized recording of such commercial and business secrets.
- 13.3 The Contractor may only refer to the business relationship with us on illustrations, in brochures and advertising materials with our written consent.
- 13.4 This duty of confidentiality does not apply to information that was demonstrably already known to the Contractor prior to our cooperation, that the Contractor lawfully obtains from third parties, that is already generally known at the time of conclusion of this agreement or subsequently becomes generally known without breach of the obligations contained in this agreement or that the Contractor has developed independently.
- 13.5 In the event of a breach of the aforementioned confidentiality obligations, the Contractor undertakes to pay a contractual penalty for each breach, to be determined by us at our reasonable discretion and, in the event of a dispute, to be assessed as to its adequacy by the competent court. We reserve the right to assert other claims for damages, taking the contractual penalty incurred into account.

14 PLACE OF PERFORMANCE, CHOICE OF LAW, JURISDICTION, FORCE MAJEURE, DATA PRIVACY, LANGUAGE

- 14.1 The place of performance for the delivery and/or service made or rendered by the Contractor is the place of destination specified in the order. The place of performance for all other services rendered by the contract partner, in particular for payments, is Lambrecht 52, A-4772 Lambrecht.
- 14.2 The agreements concluded under these terms and conditions of purchase, including the issue of their valid conclusion and their pre-contractual and post-contractual effects, is exclusively governed by and construed in accordance with Austrian law. The conflict-of-law

- rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are herewith expressly excluded.
- 14.3 The exclusive place of jurisdiction for all disputes arising from or in connection with the agreements concluded under these terms and conditions of purchase, including the issue of their valid conclusion and their pre-contractual and post-contractual effects, is the court with local and subject matter jurisdiction for A-4772 Lambrecht. However, we are entitled at our option to institute legal proceedings against the Contractor in any other court that may be competent under national or international law.
 - 14.4 If force majeure prevents us from meeting our contractual obligations, in particular from accepting the goods, we are released from our obligation to render performance for the duration of the hindrance as well as an appropriate period for the start-up of operations, without being under any obligation to pay compensation to the Contractor. The same applies if the performance of our obligations is made unreasonably difficult or temporarily impossible for us due to unforeseen circumstances for which we are not responsible, in particular due to diseases, epidemics, pandemics industrial disputes, official measures, energy shortages or significant operational disruptions. We are entitled to withdraw from the contract in whole or in part if such an obstacle persists for more than three months.
 - 14.5 In our Data Privacy Statement, available at <https://www.langzauner.at/en/data-privacy-statement/>, we inform data subjects – in compliance with our obligations to provide information under Articles 13 and 14 GDPR – of the reasons why we collect their data and in what form we will process it i) if they visit our website or are a prospective customer of ours, ii) if they are a (potential) customer of ours or one of its contact persons, iii) if they are one of our suppliers or business partners, or iv) if they apply for a job with us, and notify them of our use of cookies.
 - 14.6 The negotiating language, contract language and the language to be used for implementation of the agreement is exclusively the English language.