

General Terms and Conditions of Purchase
for
B&R Industrial Automation GmbH (FN 111651 v)
(valid as of 01stApril 2024)

1 General Information

- 1.1 Our Terms and Conditions of Purchase govern the entire business relationship with our contractors or suppliers (hereinafter referred to as SUPPLIER), even if such conditions are not explicitly referred to in later contracts. They shall be applicable for deliveries and for any kind of other services (hereinafter the term of “delivery/ies” will also cover any kind of other service/s). In case of work performances/industrial services, the “receipt of the goods” shall be replaced by “acceptance” and in the case of other services by “taking of delivery”. Additional conditions or conditions differing from these Terms and Conditions of Purchase shall not be deemed to be an integral part of the contract, unless we have explicitly agreed to them in writing. These Terms and Conditions of Purchase shall also be applicable, if we accept delivery from the SUPPLIER unconditionally, in full awareness of their own contrary or differing Terms and Conditions.
- 1.2 Additional agreements or agreements differing from these Terms and Conditions of Purchase made by and between us and the SUPPLIER with regard to the execution of a contract shall require the written form. This also applies to a waiver of this written form requirement.
- 1.3 These General Terms and Conditions of Purchase shall not affect any rights due to us under any legal regulations.
- 1.4 The SUPPLIER shall not be entitled to assign the agreement, neither in part nor in whole, to third parties without our prior written consent, except for the indispensable purchase of pre-materials and/or of standard or special components. Subcontractors of the SUPPLIER shall be deemed to be vicarious agents.

2 Requests for Quotation and Conclusion of Contract

- 2.1 Requests for quotation on our part shall not be binding upon us and shall in no way oblige us to the payment of any fee or compensation for the drafting of an offer, on whatever legal grounds.
- 2.2 In their offer, which shall be made in writing and indicate our full reference data, the SUPPLIER shall exactly refer to our request, and explicitly warn us about any differences by prior written notice. Offers transmitted by electronic means (e.g. by e-mail, EDI) or by fax shall be deemed to have been made in writing. Offers and cost estimates of the SUPPLIER shall be binding and free of charge, unless otherwise agreed in writing. Offers of the SUPPLIER that do not mention any explicit time limit for acceptance may be accepted by us within 12 weeks upon reception. The acceptance of the offer shall be effective from the moment where the SUPPLIER receives our written statement of acceptance (order).
- 2.3 Our order, any additions or amendments, as well as agreements made within the context of concluding the contract shall only be binding upon our written statement. Any electronic statement (e.g. by e-mail, EDI) or fax statement shall be deemed to have been given in writing. Our silence with regard to offers or other statements from the SUPPLIER shall not be deemed as consent, unless otherwise agreed in writing. Should our statement contain obvious errors, typing or calculation mistakes, such statement shall not be binding upon us.
- 2.4 The receipt of the order shall be confirmed immediately in writing, indicating our order number(s) and material number(s) – (order acknowledgment). Any electronic order acknowledgment (e.g. by e-mail, EDI) or fax shall be deemed to have been given in writing. This order acknowledgment shall not contain any binding statement but exclusively serve the purpose of documentation, if the contract has already been concluded as a result of our order.

- 2.5 Calls for delivery as made within the framework of an order and call schedule shall be fully binding, unless the SUPPLIER objects to such delivery within two bank working days upon reception.
- 2.6 In the case of deliveries made by the SUPPLIER for later assembly by us or by third parties, the SUPPLIER shall provide any and all documentation as duly required and necessary for our purposes, without any surcharge, such as assembly plans, data sheets, assembly instructions, processing instructions, storage, operation and maintenance instructions, spare parts and wearing parts lists etc. Marking shall be done in German and also in other languages upon our request. The operating and service instructions shall be issued in two copies, in German and also in other languages upon our request.

3 Performance

- 3.1 Deliveries shall be performed at the agreed place and time and in the agreed manner. The delivery period shall start to run with the day of placing the order, unless otherwise explicitly agreed. Timeliness of deliveries shall be judged on their arrival at the place indicated by us (delivery address), while timeliness of a delivery for installation or assembly or of services shall depend on their acceptance and/or taking delivery. The SUPPLIER shall inform us immediately in writing of any foreseeable delay in delivery, stipulating the reasons and the expected delay period. In this case, the delivery period shall only be extended if explicitly accepted by us in writing.
- 3.2 In case of a delay of the SUPPLIER, we shall be entitled to immediately withdraw from the contract, either in whole or in part, upon the expiry of an appropriately set grace period.
- 3.3 The reception of a delayed delivery shall in no way constitute a waiver to possible indemnification. In case of a delay of the SUPPLIER, we shall additionally be entitled to require the SUPPLIER to pay a no-fault penalty in the amount of 0.5% of the total order value for each week of delay commenced, however up to a maximum of 5% of the total order value, without having to prove the loss. We shall set-off this penalty and deduct it from the invoiced amount.
- 3.4 Premature deliveries shall require our prior written consent, otherwise we shall be entitled to return the delivery to the SUPPLIER at their own cost and risk. In the case of premature delivery, we reserve the right to charge the SUPPLIER with the resulting additional costs, such as storage or insurance costs, as well as to make payments according to the originally agreed delivery date. We shall only be liable as a depositary until the agreed delivery date.
- 3.5 Partial deliveries as well as excess or short delivery shall be inadmissible, unless otherwise agreed. We reserve the right to accept such deliveries in individual cases.
- 3.6 Packaging shall be adequate, appropriate and flawless, and especially be made in such a way that it is sufficient to protect the delivered goods until their destination. In addition, the SUPPLIER shall adhere to our instructions concerning the dispatch of the goods, especially to our relevant packaging and dispatching guidelines.
- 3.7 In the case of delivery for installation or assembly and in the case of other services, the passing of risk shall take place upon acceptance and/or taking delivery, in the case of deliveries without installation or assembly, it shall take place upon reception by us at the place of destination. Unless otherwise agreed, DDP (named place of destination) Incoterms® 2010 shall apply, if the seat of the SUPPLIER and the place of destination are situated in a EU country. In the case of deliveries on site or directly to third parties, unloading shall be at the SUPPLIER's cost and risk. If the seat of the Supplier or the place of destination is situated outside the EU, the passing of risk shall be DAT (named terminal at port or place of destination) Incoterms® 2010.
- 3.8 The shipping documents shall indicate the order number and material number per item. In addition, they must contain the exact name of the goods, its weight (gross/net) and packaging. Goods delivered without shipping documents shall be deemed not to have been delivered. Any extra costs arising from the non-adherence to a shipping guideline or due to accelerated transport in order to meet the delivery date shall be borne by the SUPPLIER.
- 3.9 The SUPPLIER shall fulfil any applicable requirements of national and international exportation, customs, and foreign trade legislation (foreign trade legislation), obtain the necessary export licenses and inform us about any details of related circumstances in time, unless the applicable foreign trade legislation obliges not the SUPPLIER but us or a third party to apply for export licences. In case of

deliveries for which an export license is required, the supplier may only carry out delivery with a valid export license, regardless of who is obliged to apply for such an export license.

- 3.10 Immediately before the delivery date at the latest, the SUPPLIER shall provide us with written, accurate and complete information and data (per item on each order acknowledgment, bill of delivery and invoice) as required under the applicable foreign trade law concerning import and export as well as in case of a resale or re-exportation of deliveries, and especially shall provide us with the following foreign trade data for each individual good/service: (a) the relevant index number for products listed in the Dual-Use Regulation (b) EAR or ECCN, for products subject to EAR; (c) all applicable export list numbers; (d) the statistical goods number according to the valid goods code of the foreign trade statistics, and the HS code; (e) the country of origin (non-preferential origin); (f) upon our request: SUPPLIER's declaration of preferential origin (in case of European SUPPLIERS) or certificates of preference (in case of non-European SUPPLIERS); (g) the trade-politically origin of his goods and its components, including technology and software; (h) whether the goods were shipped through the USA or produced or stored in the USA or using US-American technology; and (i) a contact person in his company for any possible queries on our part.
- 3.11 Upon our request, the SUPPLIER shall be obliged to inform us in writing about all other foreign trade data concerning their goods and related components, and especially in the case of an export license shall be obliged to transmit a copy of the official license. In case of a change in origin or in the properties of the goods or services, or of a change in the applicable foreign trade legislation, the SUPPLIER shall update the foreign trade data immediately before the delivery date at the latest and provide the relevant written information.
- 3.12 We oppose any regulations concerning retention of title. They require our prior written consent on a case by case basis.

4 Interruption and Withdrawal

- 4.1 We shall be entitled to request the SUPPLIER to interrupt delivery without giving reasons and to postpone scheduled dates. The SUPPLIER shall have no right to compensation in the case of interruption and/or postponing of dates.
- 4.2 We shall be entitled to withdraw from the contract, either in whole or in part, and also in the case of no fault on the part of the SUPPLIER. In such a case, the SUPPLIER shall be entitled to invoice only proven expenses, as necessary and incurred by him up to the day of our withdrawal, plus follow-up costs, however no more than the agreed price for the specific delivery. The SUPPLIER shall keep the amounts to be compensated by us under this clause as low as possible. If the withdrawal is due to the fault of the SUPPLIER, they shall have no claim for compensation.

5 Pricing, Invoicing, Offsetting and Retention

- 5.1 The agreed prices are fixed prices. Pricing other than that bases on the mutually agreed Incoterms® 2010 clause. Prices shall be understood as net prices, exclusive of legal VAT.
- 5.2 Unless otherwise agreed in writing, the SUPPLIER shall send their invoice, stating any and all order data (order number/s) upon performance of the contract in full compliance with the relevant legal regulations. We reserve the right to return any invoices that fail to comply with our instructions (in particular concerning the order data or the legal regulations concerning VAT, e.g. the stating of UID numbers) without processing them. In such a case, the invoice shall be deemed to have not been issued.
- 5.3 The SUPPLIER shall not be entitled to set-off any amounts due, unless their claim with which they wish to set-off, has been acknowledged by us in writing or finally decided by a legal authority.
- 5.4 The SUPPLIER shall only be entitled to execute a right of retention, if their (counter-) claim is based on the same contractual relationship.

6 Payment

- 6.1 The term of payment shall start to run upon the due performance of the contract by the SUPPLIER and upon reception of an duly issued invoice by us. Should the SUPPLIER be obliged to provide material tests, testing protocols, quality documentation or other documentation, the prerequisite of "orderly performance" by the SUPPLIER shall also include the orderly arrival of this documentation.
- 6.2 Unless otherwise agreed, payments are made according to our standard payment term „15 days EOM (End of Month) +4“. In the case of defective delivery, we shall be entitled to block payment until the due performance of the contract, without losing rebates, discounts, or similar price reductions. The term of payment shall start to run upon complete rectification of the defects. Payment shall be subject to our auditing of invoices. Effected payments shall neither be deemed as acknowledgment that the deliveries were duly conducted nor as waiver of any of our rights.

7 Quality Assurance

- 7.1 Unless otherwise agreed in writing, the SUPPLIER shall comply with any and all relevant quality standards in their recent version. The SUPPLIER shall, for the purpose of quality assurance, systematically plan, determine, carry out and monitor arrangements to guarantee maximum quality. The SUPPLIER shall furthermore give us and/or our agents upon request appropriate opportunity to inform ourselves about their quality management system at their production and business premises and to verify adherence to and effectiveness of said measures. These obligations/rights also refer to possible sub-contractors and pre-suppliers of the SUPPLIER and the SUPPLIER shall devolve their obligations upon them. We reserve the right, if necessary, to request evidence of the SUPPLIER's quality assurance system as well as a documentation of the quality tests, including the right to conduct audits on the SUPPLIER's premises.
- 7.2 When we (or one of our affiliates at a relevant delivery location) identify quality related issues on the part of SUPPLIER, we (or one of our affiliates) will notify SUPPLIER thereof. Notwithstanding other remedies available to us under these Terms and Conditions of Purchase, we may instruct SUPPLIER to undertake at SUPPLIER's risk and expense an analysis into the root cause(s) of the quality related issues; such analysis being undertaken and reported to us within ten (10) calendar days of the notification of the quality related issue(s). We reserve the right to undertake an audit (carried out by our nominated personnel, which may include third party experts or our affiliates' staff) of SUPPLIER based on the results of the root cause analysis or where SUPPLIER fails to comply with this clause. SUPPLIER shall also pro-actively advise us if it becomes aware of any quality related issues that may affect the deliveries, and the provisions of this clause 7.2 shall otherwise apply as if the issue had been notified by us.

8 No Obligation to Examine and to Give Notice of Defects

We shall have no obligation whatsoever to examine and/or give notice of defects with regard to the agreed delivery. Especially the obligation to examine and give notice of defects pursuant to Section 377ff. Austrian Commercial Code (UGB) shall be excluded.

9 Warranty & Representations, Liability, Recall, and Insurance

- 9.1 Neither the mere reception of goods, nor their temporary use or effected payment shall constitute acceptance or a waiver of our rights. Acknowledgments of receipt issued by our Goods Inwards system shall not be construed to be a declaration on our part concerning the definite takeover of the goods. Our consent to drawings, calculations or other technical documents of the SUPPLIER shall in no way affect their responsibility for defects or their liability for representations made by them.
- 9.2 The SUPPLIER shall be fully liable for the contractually agreed properties and performance of deliveries, in particular for the usually implied and possibly represented, publicly stated properties, and

for the properties resulting from specimens and testing, as well as for adherence to all relevant legal and governmental regulations (including environmental regulations) as valid at the place of destination. Furthermore they shall warrant that the quality, functionalism and production technology comply with the relevant accepted rules and the state of the art technology, that only first-class material of appropriate quality was used, and - if applicable - that the construction and design of their deliveries comply with the relevant accepted rules and with the state of the art, as well as that only such material was used as appropriate for the intended purpose.

- 9.3 The SUPPLIER shall represent and warrant that their deliveries conform with the RoHS Guideline and thus do not exceed the limits as valid at the date of delivery for certain harmful substances defined by the RoHS Guideline limiting the use of harmful substances in electric and electronic devices. In the case the SUPPLIER delivers products that are subject to material restrictions and/or information duties (e.g. REACH), they shall declare these materials at the date of their first delivery at the latest.
- 9.4 The warranty period for movable property shall be 36 months. The warranty of the SUPPLIER shall cover all open and hidden defects discovered within the warranty period.
- 9.5 In the case of deliveries for installation or assembly and in case of the rendering of services, the warranty obligation shall start upon acceptance, and in the case of other deliveries upon the arrival at the place of destination; in the case of hidden defects, the warranty obligation shall start at the moment of their discovery. In the case of deliveries to places where we carry out orders outside our own locations using the delivered goods, the warranty periods start upon the acceptance of our services by the customer. For the purpose of compliance with the time-limit regarding the warranty period, our written claim shall be sufficient. Once the defects have been rectified, the warranty period for the exchanged delivery item shall start to run from anew. We shall also be entitled to recourse against the SUPPLIER pursuant to Section 933b ABGB (Austrian Civil Code), if the final customer is not a consumer but an entrepreneur. The SUPPLIER waives the right of objection based on the belated assertion of the right of recourse pursuant to Section 933b para. 2 ABGB (Austrian Civil Code).
- 9.6 Deliveries performed by the SUPPLIER shall have to contain all required safety devices and comply with the safety regulations in force at the place of use. Especially all relevant EU regulations, the Austrian Electric Engineering Act (Elektrotechnikgesetz) and all rules resulting from it in the latest version as well as the relevant and applicable regulations of ÖVE (Austrian Electrotechnical Association) and VDE (German Commission for Electric, Electronic and Information Technologies), Austrian technical norms, DIN norms, EN norms and similar regulations shall apply. Deliveries performed by the SUPPLIER shall contain CE identification mark according to the EU regulations and Austrian laws in force. Declarations of conformity with short descriptions and if necessary assembly and mounting instructions shall be supplied at the time of delivery. The SUPPLIER shall inform us in a timely manner about any changes in materials, production technology and sub-contracted parts and about any declarations of conformity.
- 9.7 The SUPPLIER shall inform us about any and all changes regarding their licenses from Underwriters Laboratories Chicago (UL) without undue delay. Should we be forced to incur damages toward our customers due to such missing UL licenses for the goods delivered by the SUPPLIER or should our overseas customers reject any goods on the grounds of a missing license, the SUPPLIER shall bear any and all related costs, including consequential costs caused by a defect, to the fullest extent.
- 9.8 The SUPPLIER shall verify the adequacy of any standards, guidelines and other regulations applicable under the contract or within the context of an order and shall, if necessary, warn us about any obstacles to the due performance of the contract before performing the service (obligation to warn).
- 9.9 In the case of defects occurring during the warranty period, we shall be entitled to claim their prompt rectification from the SUPPLIER at their own cost and risk, either by way of improvement (repair, additional delivery of the missing item/service) and/or exchange (also free place of use), to claim a reduction in price, or to return the goods to the SUPPLIER at their own cost and to cancel the contract (redhibition). In the case of apprehended danger, e.g. to avoid a default on our part or in the case of default on the SUPPLIER's part regarding the rectification of defects, we shall be entitled to cover our needs elsewhere at the SUPPLIER's cost, without prior notice and without prejudice to our rights concerning SUPPLIER warranty, or to have defective goods improved or repaired at the SUPPLIER's cost. The costs for such an improvement shall be reimbursable to us to their full amount, also if such costs should exceed the costs for improvement by the SUPPLIER. The SUPPLIER shall reimburse us

for any and all costs attributable to a defective delivery by the SUPPLIER, including frustrated and other expenses. We shall in particular be entitled to request the SUPPLIER to compensate us for any and all expenditure relating to the rectification of the defect, such as transport, travel, working time, material, assembly and disassembly costs, as well as costs due to a goods inwards control beyond the usual extent. Inspection costs shall be reimbursed especially if the inspection revealed a defect.

- 9.10 Should we be entitled to indemnification, our claim shall cover all damages and expenditures that we owe in recompense to third parties.
- 9.11 Should either we or the SUPPLIER consider it necessary to recall a final product because of a SUPPLIER product, we and/or the SUPPLIER shall immediately inform the other party about the reasons and provide them with supporting documentation. The other party shall immediately state their position concerning the evidence for a possible recall campaign. In case no written agreement is reached among the parties concerning the necessity of a recall campaign and/or its extent, either of the Parties may schedule a meeting with a minimum of 3 day's notice, which is to be attended by authorised persons of each party. Should any of the parties fail to conform with this process, this party shall not claim that the recall campaign was objectively necessary or not, unless the latter has misjudged the situation either intently or as a result of gross negligence. The SUPPLIER shall, upon our first request, fully indemnify us and hold us harmless for any and all loss and expenditure (including costs for legal proceedings and legal fees) which might arise from or in context with a recall campaign of products containing the delivered items, to the extent that the recall campaign is or was due to the delivery item provided by the SUPPLIER.
- 9.12 In the case of us being solicited on grounds attributable to a defect or fault of the item delivered by the SUPPLIER, the SUPPLIER shall, upon our first request, fully indemnify us and hold us harmless against any and all third party claims (including costs of legal proceedings and legal fees). In the case of a liability for fault, this shall however only apply if the SUPPLIER fails to prove the absence of fault on their part. The SUPPLIER shall in addition do his best to support us in any possible lawsuits with third parties. In the case that the SUPPLIER pleads absence of fault in the sense of product liability regulations concerning their deliveries, they shall also prove this toward us.
- 9.13 In addition, the SUPPLIER shall, for a duration of 11 years after the last delivery, immediately name the relevant manufacturer, importer or pre-supplier of the delivered products upon our request, and without delay provide us with evidence as appropriate for our defence against product liability claims from third parties, such as in particular manufacturing documents and documentation stipulating production and delivery batches and/or production and delivery dates.
- 9.14 The SUPPLIER shall insure themselves against any and all risks arising from public and product liability, including the risk of a recall campaign in the amount of at least 2,500,000 euros per case (any one event and two in the aggregate) and shall prove this by presenting his insurance policy upon our request. The SUPPLIER shall uphold this insurance coverage also after the complete fulfilment of the mutual contractual obligations for a period of 10 years after us placing the processed delivery items on the market.

10 Intellectual Property Rights of Third Parties and Software Products

- 10.1 The SUPPLIER shall guarantee that their deliveries and their contractual use do not give rise to a breach of any intellectual property right. They shall, upon our first request, fully indemnify us and keep us harmless against any and all losses and expenditures (including costs for legal proceedings and legal fees) arising from the breach of such intellectual property rights, and shall guarantee for the unlimited use of the delivered items.
- 10.2 Should the SUPPLIER be obliged to deliver software products that were not specifically developed for us, then the SUPPLIER shall grant us a transferable and non-exclusive right of use. This right of use shall be valid for an unlimited period of time, if a one-off usage fee was agreed. For software products especially developed for us, the SUPPLIER shall grant us an exclusive and transferable right of use, even excluding the SUPPLIER themselves, for an unlimited period of time and for an unlimited scope of usage. Unless otherwise agreed, they shall also provide us with the source code of the software in its latest version.

11 Supply of Goods and Spare Parts

- 11.1 Goods furnished by us to the SUPPLIER shall remain our property. The SUPPLIER shall separately and appropriately store, label and administrate them free of charge. They shall confirm their reception upon our request. These goods may only be used for our own orders. In case of a loss in value or of loss in general, the SUPPLIER shall reimburse us for such loss. Any SUPPLIER's claims on the grounds of untimely supply and any right of retention shall be excluded. Any processing or converting of the supplied goods by the SUPPLIER shall only be admissible with our written consent and according to our own instructions. Such processing or conversion shall be performed on our behalf. In the case of such goods being processed together with other items that do not belong to us, we shall co-own the newly created good, whereby our quota is defined as a proportion of the original value of our items and the value of the newly created goods at the time of processing. The SUPPLIER shall, upon our request, immediately inform us in writing about their inventory of furnished goods.
- 11.2 After the last serial delivery, the SUPPLIER shall deliver the necessary spare parts, accessories and tools for an additional period of 10 years.
- 11.3 The SUPPLIER shall verify the aptitude of the goods furnished by us for performing the service and in case of inaptitude, immediately warn us in writing (obligation to test and warn).

12 Manufacturing Equipment

- 12.1 We herewith retain title to manufacturing equipment as well as to all intellectual property rights for manufacturing equipment of all kinds (e.g. devices, tools, artwork, specimens, models, factory standards, drawings, technical calculations, software and other items) as made available to the SUPPLIER either for the manufacturing of the goods or for other reasons.
- 12.2 For any manufacturing equipment produced by the SUPPLIER on our behalf and paid by us, we shall be granted the property right – if such manufacturing equipment is eligible for a property right – as well as any and all rights of use, usage and exploitation of the resulting intellectual property rights.
- 12.3 We shall provide the SUPPLIER with such manufacturing equipment on loan for the manufacture of the ordered goods. The SUPPLIER shall identify such manufacturing equipment as being our property and - similar to items produced afterwards - these may not be used for other than the agreed purposes without our prior written consent.
- 12.4 Regarding manufacturing equipment the SUPPLIER produced on our behalf, they shall do everything required for transferring the title to us, in keeping with the relevant regulations on the transfer of title as part of the applicable private international law. They herewith declare that the manufacturing equipment shall be deemed to have been transferred to us upon its completion and to be our property (anticipated *constitutum possessorum*).
- 12.5 This manufacturing equipment shall not be made accessible to third parties. The SUPPLIER shall neither be entitled to make copies or replicas nor to otherwise duplicate the manufacturing equipment. The SUPPLIER shall return the manufacturing equipment to us unprompted, without delay and at their own cost, insofar as this manufacturing equipment is no longer necessary for producing the ordered goods, or our negotiations with the SUPPLIER have not lead to an agreement. The SUPPLIER shall have no right of retention regarding this manufacturing equipment.
- 12.6 The SUPPLIER shall handle the manufacturing equipment with care, store it appropriately and dispose of it only with our written consent. The SUPPLIER shall insure the manufacturing equipment against fire, water and theft, at the replacement value and at their own cost. They hereby assign to us any and all claims to compensation from this insurance cover. We hereby accept this assignment. The SUPPLIER shall carry out all servicing and revision work as well as all maintenance and repair work necessary for the manufacturing equipment in due course and in consultation with us. They shall notify us of any and all occurring damages without delay.

13 Non-disclosure

- 13.1 The SUPPLIER shall, now and in all future, refrain from disclosing any and all information made accessible to them that recognisably constitutes a trade or business secret, and unless necessary for their delivery to us, neither store or disclose such information nor otherwise make use of it.
- 13.2 The SUPPLIER shall secure by adequate contractual agreements with their employees and agents that also such employees and agents will, now and in all future, refrain from disclosing or unlawfully store such trade and business secrets, or to make use of them for their own purposes.
- 13.3 The SUPPLIER may only refer to the business relationship with us on images, leaflets and advertising brochures upon our prior consent.
- 13.4 This secrecy obligation shall not apply to information that was evidently known to the SUPPLIER before our cooperation, legally disclosed to them by third parties, in the public domain when concluding this contract, or became publicly known afterwards without a breach of the obligations under this contract, nor to information that the SUPPLIER developed themselves as part of their own and independent activity.

14 Place of Performance, Governing Law and Place of Jurisdiction

- 14.1 The place of performance for the SUPPLIER's obligation to deliver and perform shall be the place of destination indicated in the order. The place of performance for any and all other services of the Parties, especially for payments, shall be B&R Straße 1, A-5142 Eggelsberg, Austria.
- 14.2 The contracts concluded under these Terms and Conditions of Purchase, including the disputes concerning their valid formation and their pre- and post-contractual effects, shall be exclusively governed by the laws of Austria. The conflict of laws under International Private Law and the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby explicitly excluded.
- 14.3 The exclusive place of jurisdiction for all disputes arising out of or in context with these contracts concluded under these Terms and Conditions of Purchase, including the disputes of their valid formation and their pre- and post-contractual effects, shall be A-5142 Eggelsberg, Austria. We shall, however, be entitled to sue the SUPPLIER in any other forum of our choice, which may be competent for the matter based on international or national legislation.

15 Force Majeure

- 15.1 In the case of us being hindered by Force Majeure in fulfilling our contractual obligations, and in particular in receiving the goods, we shall be exempted from the duty to perform for the duration of the impediment and of an adequate run-up time, without being liable to the SUPPLIER for damages. The same applies in case unforeseeable conditions that are not attributable to us, especially industrial action, regulatory action, lack of energy or material failure, unreasonably hamper or temporarily hinder us in performing our contractual duties.
- 15.2 We shall be entitled to withdraw from the contract, either in whole or in part, if such an impediment lasts longer than four months.

16 Final Provisions

- 16.1 We hereby state that we store and process personal data in context with business transactions, in accordance with the relevant data regulations. The SUPPLIER hereby explicitly agrees with this fact.
- 16.2 In the case of cessation of payment on the part of the SUPPLIER, in the case of a filing of bankruptcy or the opening of a bankruptcy procedure against the SUPPLIER, we shall be entitled to withdraw from the contract, in whole or in part, unless this is excluded by the national legislation applicable to the SUPPLIER.
- 16.3 Should individual provisions of a contract concluded using these Terms and Conditions be either partly or entirely ineffective or unenforceable, this shall neither affect the effectiveness nor the enforceability of the other provisions of these contracts. The ineffective or unenforceable condition shall then be replaced by the effective and enforceable provision which most closely reflects the economic purpose

intended by the Parties by the ineffective or unenforceable provision. The same shall apply if the ineffectiveness or unenforceability of a provision is based on a contractually standardised measure of performance or time; in such a case, these shall be replaced by a legally admissible measure of performance or time, which most closely reflects the originally intended measure. The same applies to regulatory gaps in these contracts that would require an amendment.