

## General Terms and Conditions

### Conditions of Sale and Delivery

of affiliated EJOT Group Companies - hereinafter referred to as "EJOT" -

#### 1. Area of application

- 1.1 These General Terms and Conditions shall apply to business owners, legal entities under public and private law and special funds under public law.
- 1.2 All deliveries and services are provided exclusively on the basis of the terms and conditions below and any other agreements. In addition to these General Terms and Conditions, any specifications, drawings, descriptions, standards and other documents, and in particular agreements of confidentiality and compliance agreements stipulated between EJOT and the Customer are applicable. Customer's contradictory or additional terms and conditions, or terms deviating from the EJOT General Terms and Conditions not expressly acknowledged by EJOT in writing, are not valid. EJOT's General Terms and Conditions also apply if EJOT, being aware of the Customer's contradictory or additional terms and conditions, or terms deviating from the EJOT General Terms and Conditions, executes the delivery to the Customer without reservation.
- 1.3 These General Terms and Conditions shall also apply to any future purchase order and contractual relationship between EJOT and the Customer, unless agreed to the contrary.
- 1.4 "In writing" is used as a synonym for "text form" (e.g. e-mail, fax).

#### 2. General regulations

- 2.1 Generally, the contract is concluded by Customer's order (offer) in writing and EJOT's confirmation (acceptance) in writing.
- 2.2 EJOT may accept the Customer's offer within two (2) weeks.
- 2.3 The parties are supposed to either jointly document any verbal agreements, e.g. in the form of negotiation records, or immediately confirm them in detail and in writing.
- 2.4 The information and illustrations contained in brochures and catalogs are approximate values customary in the industry unless they are expressly designated by EJOT as binding.

#### 3. Long-term and call-off purchase contracts, price adjustments

- 3.1 Unlimited contracts and contracts with a term of more than six (6) months (long-term contracts) can be terminated by EJOT at any time giving three (3) months' notice.
- 3.2 If, in the case of long-term contracts, there is a not insignificant change in the costs incurred by EJOT for the performance, in particular the costs of wages, materials, transport, storage or energy, EJOT shall be entitled to demand immediate negotiation of an appropriate adjustment of the price. The price adjustment shall only be reasonable if the new price is cost-covering for EJOT taking into account the changed costs and the original margin is maintained. To the extent that this involves information that cannot reasonably be obtained by the Customer otherwise, EJOT shall, for the purposes of the negotiation, set out the individual cost increases asserted and their respective impact on the total costs for the performance of the service. In this context, EJOT's legitimate interest in the protection of business secrets as well as in the confidentiality of internal calculations shall be sufficiently taken into account. Insofar as such legitimate interests of EJOT are opposed to a presentation of the cost increase or its effects on the total costs, EJOT shall be entitled to refer to suitable indices, market prices and/or customary (price) calculation models in the individual case. If no agreement can be reached in good faith within thirty (30) calendar days after the request for negotiation, EJOT shall be entitled to terminate the contract without notice. The Customer shall not be entitled to any claims for damages arising from such termination. Should the parties agree on a price adjustment, the new price shall apply retroactively from the date on which EJOT requested a negotiation on a price adjustment.
- 3.3 If a binding order quantity has not been agreed upon when submitting the offer, EJOT shall base its price calculation on the non-binding order quantity (target quantity) expected by the Customer for a certain period of time. If the Customer purchases less than this target quantity, EJOT shall be entitled to increase the unit price appropriately.
- 3.4 In the case of delivery contracts on call, the Customer shall provide EJOT with non-binding quantities in a reasonable preview. EJOT may object to order and call-off schedules within five (5) working days. An objection shall be permitted in particular if the order exceeds the previous non-binding preview by ten (10) percent or more. The binding finished material release shall be six (6) weeks and the binding raw material release shall be an additional six (6) weeks (thus a total of twelve (12) weeks), unless otherwise agreed.
- 3.5 Any additional costs caused by the Customer through late calling or subsequent amendments to the call in respect of time and/or quantity are to be borne by the Customer unless it is not responsible for the delay or subsequent amendment; in this respect a calculation will prevail.

#### 4. Confidentiality

- 4.1 The Customer shall treat as confidential all commercial or technology-related information which is not obviously made known to it in the course of the business relations.
- 4.2 The Customer shall not hand over or otherwise make available drawings, models, templates, samples, and similar objects to unauthorized third parties. The reproduction of such items shall only be permitted in the scope of operational requirements and copyright provisions.
- 4.3 The obligation does not apply to documents and information which are generally known, or which were already known to the Customer on receipt and where it was not under obligation of secrecy, or where they are subsequently disclosed by a third party who is authorized to pass on such documents or information, or where the documents or information are developed by

the Customer without exploitation of EJOT's documents or information.

4.4 Any statutory provisions for the protection of business secrets shall remain unaffected.

4.5 The Customer may only advertise the business relationship with EJOT's prior consent in writing.

## 5. Information security, data protection

The parties shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity, and availability of their operations as well as their deliveries and services, to comply with data protection requirements and to protect themselves against attacks, in particular industrial espionage and cyber risks. These measures must be customary in the industry and include an appropriate information security management system.

## 6. Drawings and specifications

EJOT reserves property rights and copyrights in all pictures, drawings, calculations, and other documents. This also applies to written documents marked "confidential".

## 7. Samples and production equipment

7.1 Manufacturing costs for samples and production equipment (tools, moulds, templates, etc.) will, unless otherwise agreed, be invoiced separately from the goods to be supplied. This also applies to production equipment which has to be replaced as a result of wear and tear.

7.2 If, during the period of manufacture of samples or production equipment, the Customer abandons or terminates the co-operation without EJOT giving the Customer a justified reason to do so, all manufacturing costs incurred up to that time will be borne by the Customer.

7.3 If, in deviation from the above provisions, the parties have agreed on an amortization of the manufacturing costs for a customer-specific production equipment by the price of the parts and if the Customer does not or not completely purchase the target purchase quantity used as a basis for this agreement due to circumstances for which EJOT is not responsible, the Customer shall bear all manufacturing costs not amortized due to the shortfall in purchase.

7.4 Property of production equipment that EJOT manufactures or procures itself shall only pass to the Customer upon full payment or amortization. The production equipment shall remain in the possession of EJOT or its vicarious agent, even if the Customer has paid for them in full or has settled them in full by way of amortization, at least until the delivery contract has been settled. Thereafter, the Customer shall be entitled to demand the return of the production equipment which are in its full property if a mutual agreement has been reached on the time of return and the Customer has fully complied with its contractual obligations.

## 8. Prices

EJOT's prices are exclusive of turnover tax, packaging, freight, carriage, customs duties, and insurance. Statutory turnover tax will be stated separately on the invoice in the amount applicable at invoice date.

## 9. Payment terms and lack of ability or willingness to pay

9.1 All invoices are due for payment within thirty (30) calendar days from the date of invoice without discount.

9.2 If EJOT has indisputably supplied goods which are partly defective, the Customer is nevertheless obliged to pay for the non-defective part, unless partial delivery is of no use to the Customer. The Customer may only exercise its rights of set-off, refusal of performance and retention vis-à-vis EJOT if the Customer's counterclaim on which it bases its right is based on the same contractual relationship and is undisputed by EJOT or has been finally adjudicated.

9.3 In the event of missed targets, EJOT shall be entitled to charge default interest at the rate charged by the bank to EJOT for current account overdrafts, but at least the statutory default interest and, if applicable, statutory flat rates.

9.4 In the event of default of payment by the Customer or other due payment claims of EJOT against the Customer in respect of which the Customer has unjustifiably declared set-off or asserted a right of retention, EJOT may suspend the performance of EJOT's obligations until receipt of the payments. Any rights of retention in favor of EJOT arising from other contractual or statutory provisions shall remain unaffected by the present provision.

9.5 EJOT shall also be entitled to refuse those delivery calls and orders of the Customer which are placed on the basis of contracts, as well as to refuse the performance of existing contracts and individual contracts and their extension, if it becomes apparent that EJOT's claim for payment would be jeopardized by the Customer's lack of solvency. This shall in particular be the case if the creditworthiness of the Customer is rated "high risk" (rating level 7) or worse by Euler Hermes or a comparable credit insurer, if and to the extent that the sum insured provided to EJOT by its trade credit insurer to secure EJOT's claims against the Customer would be exceeded upon acceptance of the delivery call-off or the order, or if EJOT's deductible for any bad debt loss of the Customer is increased by EJOT's trade credit insurer by more than ten (10) percentage points after conclusion of the contract or individual contract compared to the deductible at the time of conclusion. The provisions in clauses 9.4, 9.6 and 13.1 as well as other statutory rights to refuse performance and rights of retention shall remain unaffected.

9.6 EJOT shall be entitled to terminate contracts and individual contracts without notice if there is good cause for doing so. Good cause shall be deemed to exist in particular if, after the conclusion of the contract, it becomes apparent that EJOT's claims for payment under the contract are jeopardized by the customer's inability to perform - clause 9.5 shall apply mutatis mutandis - and the Customer, despite being requested to do so, fails to provide credible assurance of its ability to perform within a reasonable period of time. The provisions in clauses 9.4 and 13.1 as well as other statutory rights of termination and rescission shall remain unaffected.

9.7 Bills of exchange and cheques will only be accepted where this has been agreed, and only on account of performance and on condition that they may be discounted. Discount charges will be calculated from the due date for payment of the invoice amount. A guarantee for presentation of bills of exchange and cheques at the due and proper time and for the lodging of a

protest is excluded.

## 10. Delivery

- 10.1 Unless otherwise agreed, EJOT shall deliver EXW, as defined in the respective current version of the Incoterms. Compliance with the delivery date or delivery period will be based on EJOT's notification of readiness for dispatch or collection.
- 10.2 The delivery period commences at dispatch of EJOT's order confirmation and will be extended as appropriate where the provisions of Section 17 apply.
- 10.3 Partial deliveries are permitted within reason. They will be invoiced separately.
- 10.4 Production-related long or short deliveries are permitted within a tolerance of ten (10) percent of the respective order quantity. The invoice value will be adjusted accordingly.

## 11. Dispatch and transfer of risk

- 11.1 Goods which are notified as being ready for dispatch are to be taken over immediately by the Customer. Otherwise, EJOT has the right, at its option, to dispatch such goods or to store them at the cost and risk of the Customer.
- 11.2 In the absence of any special agreement, EJOT will select the transport method and routing.
- 11.3 On Customer's request, EJOT will take out transport insurance to cover the delivery. The Customer shall bear the costs.
- 11.4 The risk passes to the Customer on handover to the railway, forwarding agent or freight carrier, or on commencement of storage, but in any case not later than departure from the factory or warehouse; this also applies if EJOT has arranged for the delivery.
- 11.5 Special arrangements apply for taking back packaging.

## 12. Delay in delivery

- 12.1 Stated delivery dates are non-binding unless they have been expressly confirmed in writing by EJOT as a "binding delivery date" or agreed as binding.
- 12.2 If EJOT can anticipate that it will not be able to deliver the goods within the delivery period, EJOT shall immediately inform the Customer of the reasons for this, and also, if possible, indicate the probable delivery date.
- 12.3 In the event of delivery being delayed by one of the circumstances set forth in Article 17 below, or as a result of any action or omission on the part of the Customer, such as the late transmission of necessary information or documents, an extension of the delivery period will be granted appropriate to the circumstances.
- 12.4 The Customer is only entitled to withdraw from the contract or individual contract if EJOT is responsible for the delivery date not being met and the Customer has allowed EJOT a reasonable period of grace without result.

## 13. Reservation of title

- 13.1 EJOT reserves the right of property in respect of the goods supplied until such time as all claims under the business relationship with the Customer have been met. In the event of breaches of duty by the Customer, in particular in the event of default in payment, EJOT shall be entitled to withdraw from the individual contract and to take back the goods after the unsuccessful expiry of a reasonable deadline set for the Customer to perform; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The Customer shall be obliged to surrender the goods. Following retrieval of the goods, EJOT has the right to sell them. The proceeds of such sale, minus reasonable selling costs, shall be deducted from the Customer's liabilities.
- 13.2 The Customer is obliged to treat the good with care; in particular, it is obliged to insure it at its own expense against fire, water, and theft at its original value. The Customer shall duly carry out any maintenance and inspection work, if required, at its own expense.
- 13.3 The Customer is entitled to sell these goods in the regular course of business, provided it meets its obligations arising from the business relationship with EJOT in good time. However, it may neither pledge the reserved goods nor transfer ownership in them as a security. It is obliged to protect EJOT's rights if goods which are subject to reservation of title are resold on credit.
- 13.4 All claims and rights deriving from the sale or any leasing, for which EJOT may have given the Customer permission, of goods in which EJOT has property rights, are herewith assigned by the Customer to EJOT as security with immediate effect. The Customer also assigns to EJOT the claims for securing EJOT's claims against a third party from the connection of the goods with a plot of land. EJOT herewith accepts the assignment.
- 13.5 For good cause, the Customer is obliged at EJOT's request to announce the assignment to the third-party buyers, and to give EJOT the information and hand over the documents required to assert EJOT's rights.
- 13.6 Any machining or processing of the goods which are subject to reservation of title shall at all times be carried out by the Customer on EJOT's behalf. If the goods which are subject to reservation of title are processed or inseparably mixed with other items not owned by EJOT, EJOT shall acquire joint ownership in the new product in the proportion of the invoice value of the goods which are subject to reservation of title to the other processed or mixed items at the time of processing or mixing.
- 13.7 If EJOT's products are combined or inseparably mixed with other moveable items to form a single product and the other product is deemed to be the principal product, the Customer shall transfer joint ownership to EJOT on a pro rata basis, as far as the principal product is owned by it. The Customer shall maintain ownership or joint ownership on EJOT's behalf. In all other respects, the same shall apply to the product created by processing or combination or mixing as to the goods which are subject to reservation of title.

- 13.8 The Customer must inform EJOT immediately of enforcement measures being taken by third parties in respect of the reserved goods by handing over to EJOT the documents required for any intervention. This also applies to infringements of any other kind.
- 13.9 If the value of the existing securities exceeds the secured claims by more than ten (10) percent in total, EJOT shall be obliged to release securities of EJOT's choice to this extent upon the Customer's request.

#### **14. Defects of quality and defects of title**

- 14.1 Warranty rights of the Customer shall require that the Customer has duly complied with its contractual and statutory obligations to inspect the goods and to give notice of defects.
- 14.2 Subject to an express agreement in writing between the parties deviating from this clause, the following provisions shall apply: The agreed quality of the goods shall be exclusively decisive for their being free of defects. Goods which have the agreed quality cannot be regarded as defective. The agreed quality is exclusively based on the technical delivery specifications agreed in writing (hereinafter: quality agreement). The Customer shall be solely responsible for the correctness and feasibility of all quality specifications prepared by the Customer and submitted to EJOT. The Customer shall assume the risk of suitability for the intended use, the use assumed under the contract and/or the customary use. In the absence of actual verifiability of the actual conditions of use of the goods, this shall apply to EJOT even if the quality agreement regulates or presupposes an intended use of the goods. Additional objective requirements are not owed as quality, i.e. their non-fulfillment does not constitute a defect. Decisive for the assessment of the defectiveness of the goods is the time of the transfer of risk.
- 14.3 EJOT shall not be liable for any material defects attributable to the violation of operating, maintenance, and installation regulations or to unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, normal wear and tear, defective or negligent handling, or for the consequences of unsuitable interventions, modifications or repairs undertaken by the Customer or third parties without EJOT's approval. The same shall apply to defects which only insignificantly reduce the value or the suitability of the goods.
- 14.4 Claims for material defects and defects of title shall become statute-barred twelve (12) months after the passing of risk. This shall not apply where the law prescribes longer periods of time as mandatory.
- 14.5 The Customer shall notify in writing of obvious defects immediately after receipt of the goods at the place of destination, and of hidden defects immediately after discovery of the defect. If this is not done, the goods shall be deemed approved in view of this defect and the Customer shall not be entitled to any warranty rights in this respect.
- 14.6 If an acceptance test or initial samples test was agreed, notification of defects which could have been discovered by the Customer in the course of thorough acceptance test or initial samples test is excluded.
- 14.7 EJOT must be given the opportunity of assessing the reported defect. The goods complained of must be returned to EJOT immediately; EJOT will take over the transport costs where the notice of defect is justified. If the Customer fails to comply with these obligations or makes changes to the goods already complained about without EJOT's consent, any claims for material defects shall be forfeited.
- 14.8 In the event of notice of defect which is justified and made at the due and proper time, EJOT will, at its own choice, make improvements to the goods complained of or supply a replacement free of defect. In case of a defective delivery, the Customer shall allow EJOT to have the stock sorted at short notice.
- 14.9 If EJOT fails to meet these obligations or fails to do so within a reasonable period of time in accordance with the terms of the contract, the Customer may set in writing a final deadline within which EJOT must fulfil its obligations. After unsuccessful expiry of this period, the Customer may demand a reduction of the price, or withdraw from the contract.
- 14.10 Warranties regarding product characteristics and useful life must expressly and individually be defined as such in writing.

#### **15. Other claims, liability**

- 15.1 Unless otherwise specified below, any additional or more extensive claims by the Customer against EJOT are excluded. This applies in particular to claims for damages for breach of duty arising from contractual obligation and from torts. EJOT is not liable for any damage not deriving from the delivered goods themselves. EJOT is in particular not liable for any loss of profit or other financial losses by the Customer.
- 15.2 Generally, EJOT is only liable to pay damages if EJOT is to blame for the damage caused by EJOT.
- 15.3 The liability to pay damages is excluded as far as the Customer effectively restricted its liability vis-a-vis its customers. Here, the Customer shall endeavor to agree limitations of liability, as far as legally permissible, also for EJOT as a supplier.
- 15.4 The limitations of liability indicated above do not apply in the case of specific intent, gross negligence on the part of EJOT's legal representatives or executive employees, and in the event of culpable violation of material contractual obligations, i.e. obligations the fulfilment of which enables the proper performance of the contract in the first place and on the compliance with which the Customer regularly relies and may rely. In the event of culpable violation of significant contractual obligations, EJOT is liable - other than in cases of specific intent or gross negligence on the part of EJOT's legal representatives or executive employees - only for standard contractual loss, or loss which might reasonably have been expected.
- 15.5 The limitation of liability is also not applicable in those cases where there is liability in accordance with product liability laws for personal injury or material damage in the case of defects in goods supplied for private use. It is also not applicable in case of injury of life, body or health and in the absence of guaranteed characteristics, if, and insofar as the object of the guarantee was to cover the Customer against any losses not deriving from the goods supplied themselves.
- 15.6 If fault on the part of the Customer has contributed to the occurrence of the damage, the obligation to pay compensation as well as the extent of the compensation to be paid shall depend on the circumstances, in particular on the extent to which the damage was predominantly caused by one or the other party (contributory negligence).

- 15.7 If the Customer intends to assert claims against EJOT pursuant to the above regulations, it shall inform and consult EJOT immediately and in full detail. It shall give EJOT the opportunity to examine the damage. The parties shall coordinate the measures to be taken, in particular in case of settlement negotiations.
- 15.8 Insofar as EJOT's liability is excluded or limited, this is also applicable to the personal liability of EJOT's employees, workers, personnel, legal representatives and vicarious agents.
- 15.9 The legal provisions relating to burden of proof are not affected by this.

**16. Property rights**

The parties agree to inform each other immediately of any risks of violation and alleged violations of property rights and applications that become known, and to give each other the opportunity to counteract corresponding claims by mutual agreement.

**17. Force majeure**

Acts of God, labor disputes, riots, war and armed conflicts, terrorist attacks, epidemics and pandemics, official measures, and other unpredictable, unavoidable and serious events will release EJOT from its duty to perform for the duration of the disturbance and to the extent of its effect. The parties undertake to immediately provide, within the limits of reasonableness, any information necessary and adapt their obligations in good faith to the changed circumstances. This is also applicable where these events occur at a time when EJOT is in default.

**18. Place of performance, place of jurisdiction and applicable law**

- 18.1 Unless otherwise indicated in the order confirmation, the place of performance is EJOT's principal place of business.
- 18.2 The place of jurisdiction for all legal disputes, also in the context of a bill of exchange and cheque process, shall be the place of business of EJOT. EJOT shall also be entitled, at its discretion, to sue the Customer at the Customer's place of business. If EJOT has reason to believe that a judgment may not be enforceable in the Customer's country by a state court from the country of EJOT's place of business, the parties shall promptly agree in good faith on an appropriate arbitration tribunal and arbitration rules. If this does not happen, EJOT shall be entitled independently to make an appropriate selection.
- 18.3 The contractual relationship shall be governed exclusively by the law applicable at EJOT's place of business under exclusion of the conflict of laws regulation. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG – "Viennese sales law") dated April 11<sup>th</sup>, 1980 is excluded.
- 18.4 If a provision of these General Terms and Conditions and additional agreements concluded by the parties is or becomes invalid, the validity of the remaining stipulations shall not be affected.