

**GENERAL TERMS AND CONDITIONS OF PURCHASE
OF POLYTEC GROUP**
(Last update March 2026)

1. VALIDITY OF THESE TERMS AND CONDITIONS OF PURCHASE

These PURCHASE CONDITIONS govern the relationship between the Seller (hereinafter referred to as the Seller) and a company of the POLYTEC GROUP as the Purchaser (hereinafter referred to as the Purchaser), insofar as a framework purchase agreement / contract for work and services / individual contract / order (hereinafter referred to as the CONTRACT) does not contain any deviations therefrom, whereby any terms and conditions of these PURCHASE CONDITIONS that do not deviate shall remain valid. Upon agreement of these CONDITIONS OF PURCHASE, all other terms and conditions of sale of the CONTRACTOR (CO) (e.g. in the order confirmation) shall be null and void, unless they are expressly accepted by the CLIENT (CL). These TERMS AND CONDITIONS OF PURCHASE of the Client shall be deemed accepted by the Contractor at the latest upon commencement of the performance of the contractual obligations by the Contractor. The Contractor's general terms and conditions shall not apply and shall not apply even if they have not been expressly objected to in individual cases.

Irrespective of any offers made, all orders, delivery call-offs and delivery contracts as well as all amendments and supplements thereto shall only be legally binding on the CL if they have been issued by the CL in writing. This written form requirement may only be revoked by a written agreement.

These TERMS AND CONDITIONS OF PURCHASE apply to all deliveries and services as well as procurement contracts and purchase orders of the POLYTEC GROUP (hereinafter referred to as DELIVERY ITEM or DELIVERY ITEMS).

2. CONCLUSION OF THE CONTRACT

- 2.1. The contract shall become legally binding upon conclusion of the contract between the Client and the Contractor, i.e. acceptance of an offer.
- 2.2. If the order is not accepted by the Contractor in writing within 2 weeks, the Client shall be entitled to revoke it.
- 2.3. Delivery call-offs shall be deemed accepted if they are not objected to within 2 working days.
- 2.4. It is the commercial basis of the CONTRACT that the CO remains competitive in terms of price, quality, innovation and security of supply.
- 2.5. The CL's orders shall be deemed to have been effectively accepted by the CO when the latter has commenced delivery of the DELIVERY ITEMS or execution of the order.
- 2.6. The CO must inform the CL of any changes to the contents of the order confirmation in comparison to the contents of the offer which they may make unilaterally without consulting with the Client. Order confirmations upon changes shall be deemed a new offer.
- 2.7. *The procurement of plants, equipment, peripherals, machinery (hereinafter referred to as MACHINERY AND EQUIPMENT) as the DELIVERY ITEMS shall be governed by the law on contracts for work and services.*

3. PLACE AND DATE OF PERFORMANCE

- 3.1. The place of performance is the respective factory to be supplied or the place of delivery stated in the order.
- 3.2. Agreed dates and deadlines are binding. Delivery shall be made in accordance with the delivery dates specified in the order or shall be carried out in accordance with the instructions of the CL. The CO shall in any case provide/deliver the DELIVERY ITEMS in due time, taking into account the usual time for loading and dispatch.
- 3.3. For the DELIVERY ITEM, formal acceptance shall be deemed to have been agreed. This shall take place at the place of performance specified by the Client. It is the Contractor's responsibility to request in writing that an acceptance date be fixed.

3.4. *For MACHINERY AND EQUIPMENT as DELIVERY ITEMS, the following shall additionally apply:*

- 3.4.1. *Should a trial run be necessary, the acceptance shall take place within a period requested by the Contractor of no earlier than 4 weeks after the start of the trial run and after receipt of the complete and correct documentation. As far as possible, the machine can also be used for production during the trial run. The respective (personnel) costs incurred for the acceptance of the machine shall be borne by each party.*
- 3.4.2. *The Client shall confirm successful acceptance by means of a POLYTEC acceptance protocol signed by both parties.*
- 3.4.3. *The ready-for-use handover (RUH) is considered to be completed when the entire facility without operating media has been tested in single as well as full interlocking operation, all installations, plant components as well as actuating and protective devices etc. have been checked for function or set to the nominal values. Furthermore, all control circuits must be checked for function and preset.*
- 3.4.4. *The Contractor shall ensure compliance with all laws and regulations applicable at the time of acceptance for the construction and operation of such a plant at the place of performance (in particular environmental, machine safety and occupational health and safety regulations to be taken into account).*
- 3.4.5. *The performance test at final acceptance shall be deemed to have been passed if all the performance data of the entire plant are achieved and operational management is ensured in accordance with the requirements of the CONTRACT, provided that the DELIVERED ITEMS have been supplied in accordance with the CONTRACT and are free from defects.*

4. DELIVERY DISRUPTIONS, DELIVERY DELAYS

- 4.1. In the event of delay on the part of the Contractor, the Client may, after the fruitless expiry of a reasonable grace period, have the work not yet performed by the Contractor carried out by a third party at the Contractor's expense or withdraw from the contract. In the event of delay, the Contractor shall be obliged to compensate for the damage caused by the delay. The costs incurred due to the delay (including any additional costs due to a necessary accelerated delivery to the Client's customers) shall be borne in full by the Contractor. In the event of defective performance of the DELIVERY ITEM, the CL shall be entitled to withhold payment pro rata until proper performance.
- 4.2. In the event of early supply or performance of the DELIVERY ITEM, which may only take place with the express consent of the CL, the payment periods shall only commence on the originally agreed date. If there is no such consent, the CL may refuse early acceptance. Irrespective of the existence of prior consent, the Contractor shall reimburse the Client for the expenses and damages incurred due to premature deliveries or partial deliveries, including additional transport costs. Any additional expenses incurred shall be agreed between the Client and the Contractor upon the Client's approval.
- 4.3. The Contractor shall promptly inform the Client of such circumstances which may lead to disruptions in delivery, in particular to a delayed or only partial provision of the DELIVERED ITEMS. The Contractor shall provide the Client with the relevant information as well as the measures with which the Contractor intends to avoid the delivery disruption or mitigate its effects.
- 4.4. Insofar as the CO does not comply with the deadlines, interim or final dates agreed in the order, they shall pay 0.5% per week of delay or part thereof, up to a maximum of 5% of the total order value, as a contractual penalty (hereinafter CONTRACTUAL PENALTY) for deliveries and services not provided by the actual date of performance. This regulation also applies in case of missing documentation.

- 4.5. CONTRACTUAL PENALTIES may be deducted from current invoices or from the CO's receivables, at the CL's discretion.
- 4.6. The obligation to pay a CONTRACTUAL PENALTY shall arise for the CO with the occurrence of the delay.
- 4.7. If the scope of delivery is changed or if the CO is prevented by the CL from providing the performance item on time, and if this results in changes to dates which are subject to a CONTRACTUAL PENALTY, the changed dates shall also be deemed to be equally subject to the CONTRACTUAL PENALTY (i.e. there is only a postponement of the dates subject to the CONTRACTUAL PENALTY, but not a cancellation of the same).
- 4.8. Statutory claims and rights of the Client in the event of default and delay shall remain unaffected by the CONTRACTUAL PENALTY.
- 4.9. Should the delivery dates agreed in the order change for reasons not attributable to the CL, the CO agrees to undertake proper storage for up to 3 months at the expense and risk of the CO for the CL. Payments affected by this can be made against confirmation of storage, declaration of material transfer of title and/or bank guarantee; etc. In the case of storage, total or partial deliveries are only permitted after written release for dispatch by the CL.
- 5. PACKAGING AND DISPATCH**
- 5.1. The General Logistics Agreement in its current version, available at www.polytec-group.com/einkauf, shall apply to DELIVERY ITEMS relating to Bill of Materials (hereinafter referred to as BOM).
- 5.2. Unless otherwise specified in the order, the CO shall make the delivery DDP place of performance in accordance with Incoterms 2020 and shall choose the best possible freight and delivery option for the CL.
- 5.3. The risk shall pass to the CL upon delivery to the CL, at the earliest. *The risk in respect of MACHINERY AND EQUIPMENT, as well as in respect of buildings, steel structures and other equipment erected, shall not pass to the CL until final acceptance has been effected in writing.*
- 5.4. The consignment shall be accompanied by a delivery note stating the name of the Contractor, the name of the Client, the order number, the commission as well as the components and quantities as listed in the order so that the delivery can be clearly identified. In the event of non-observance of these shipping instructions, all damage and additional costs incurred shall be borne by the Contractor.
- 6. INSURANCE**
- 6.1. The CO shall be obliged to ensure adequate insurance cover with regard to its obligations (product liability insurance with a sum insured of at least EUR 5 million per personal injury/property damage and public liability with a sum insured of at least EUR 10 million per personal injury/property damage). If the Client is entitled to further claims for damages, these shall remain unaffected. Upon request, the Contractor shall provide the Client with evidence of the corresponding insurance cover.
- 6.2. In special cases, the Client may require the Contractor to take out a specific type of insurance and/or insurance in a specific amount at the Contractor's expense.
- 7. CONTRACT PRICE AND TERMS OF PAYMENT**
- 7.1. The total price of the DELIVERY ITEM shall be as set out in the price agreements, the purchase order or the CONTRACT. For MACHINERY AND EQUIPMENT, the price shall be a fixed price which includes all expenses of the Contractor in connection with the performance of the DELIVERY ITEMS by the Contractor.
- 7.2. Subsequent currency changes may not result in higher liabilities for the CL than would have accrued to them on the basis of the originally agreed currency.
- 7.3. Original invoices shall be sent to the specific contractual partner either by electronic means or, if required by the CL, in duplicate immediately after delivery has been made. The duplicate must be clearly marked as such. Invoices received by fax do not trigger the start of the payment period.
- 7.4. Invoices shall show the name and address of the Contractor, the order and delivery note number, the name of the Client's ordering entity and the mode of dispatch.
- 7.5. Invoices for services must be accompanied by the underlying supporting documents.
- 7.6. Reference is made to the need to comply with statutory accounting requirements in terms of minimum content, etc.
- 7.7. Unless otherwise agreed, payments by the CL shall be made within 45 days after acceptance of the DELIVERED ITEMS and receipt of the original invoice with a deduction of 3 % discount or 90 days net cash. Advance payments will only be made against a bank guarantee.
- 7.8. Upon full payment of the purchase price, the DELIVERED ITEMS shall become the property of the CL. Any extended or expanded retention of title by the CO regarding the DELIVERED ITEMS is excluded.
- 7.9. The CO shall not be entitled to set off their claims against claims of the CL.
- 7.10. Notwithstanding any further legal rights, the CL shall be entitled to set off outstanding claims of the CO against their own claims or claims of POLYTEC Holding AG and its affiliated companies within the meaning of § 189 a no. 7 in conjunction with § 244 UGB (Austrian Commercial Code) or § 271 HGB (Austrian Commercial Code).
- 7.11. Payments by the CL do not imply acceptance of the settlement and the absence of defects.
- 7.12. *For MACHINERY AND EQUIPMENT as DELIVERY ITEMS, the following shall additionally apply:*
- 7.12.1. *In the case of a total order value > EUR 250,000.00, the Client shall be entitled to retain a liability discount of 10 % as non-interest-bearing security for claims for performance, warranty, guarantee and/or damages for a period of 45 days beyond the warranty period. This shall also apply in case of insolvency of the CO.*
- 7.12.2. *The release of the last payment shall only be effected upon presentation of a total final invoice for all deliveries/services rendered in accordance with the order, the contract for work and services as well as the technical specifications and related receivables.*
- 7.12.3. *By submitting the final invoice, the Contractor declares that they have thereby asserted all claims arising from the business case in question and that no further claims will be made.*
- 8. LIABILITY FOR DEFECTS**
- 8.1. The DELIVERED ITEMS must comply with the agreed quality and function, the present TERMS AND CONDITIONS OF PURCHASE, the properties warranted by the CO, the technical specification as well as the state of the art, be suitable for the specific purpose/need and be manufactured in accordance with generally accepted industry standards.
- 8.2. The DELIVERED ITEMS must be as good as new and free from third party rights, such as patents or liens.
- 8.3. Deviations in quality and quantity as well as transport damage which are obviously recognisable from the outside shall in any case be deemed notified in due time if the CL notifies the CO within a reasonable period of time after receipt of the goods by the CO/acceptance of the DELIVERED ITEMS. Hidden material defects shall in any case be notified in due time if the notification is made to the CO within a reasonable period after discovery. Any further obligation of the CL to inspect the DELIVERED ITEMS is excluded. The CO shall waive the objection of late notification of defects pursuant to § 377 UGB/HGB. In the event of defects in the DELIVERED ITEMS, the CO must immediately take remedial action (replacement deliveries, sorting or reworking, etc.).
- 8.4. The warranty period is 36 months from the date of proper final acceptance of the DELIVERED ITEMS by the CL. For the DELIVERED ITEMS that are replaced, the CL is entitled to a new warranty period of the same duration from the date of replacement.
- 8.5. A warranty case arises if a defect occurs within the warranty period. The CO's warranty obligation shall primarily consist of the repair or replacement of the defective DELIVERED ITEMS. Replacement deliveries shall be made to the same place of delivery as the initial delivery.
- 8.6. If it is unreasonable for the CL to proceed in accordance with clause 8.5 with regard to trouble-free production or if this is indicated in order to minimise damage, the CL may remedy the defect themselves or have it remedied by a third party. The costs

incurred from this shall be borne by the CO. The Client shall adequately inform the Contractor in advance about the rectification of the defect.

- 8.7. Insofar as parts to be replaced are not included in the defect analysis or are not made available to the Contractor for technical analysis or revision, the Client shall scrap them. If the Contractor demands the hand-out of the parts prior to scrapping, the Client shall hand the parts out at the Contractor's expense, insofar as this is possible.
- 8.8. If a material defect becomes apparent within six months of the transfer of risk, it shall be presumed that the defect was already present at the time of the transfer of risk.
- 8.9. For *MACHINERY AND EQUIPMENT as DELIVERY ITEMS*, the following shall additionally apply:
- 8.9.1. *The Contractor shall be obliged to deliver a complete and fully functional machine or system, including all parts necessary for proper operation, even if (individual) parts required for this purpose are not listed in the bill of quantities, etc.*
- 8.9.2. *The Contractor shall be responsible for verifying the information provided by the Client. In the event that the information provided by the Client for the preparation of the order proves to be insufficient and/or incorrect, the Contractor shall promptly inform the Client at the latest before the concept is approved.*
- 8.9.3. *The scope of the order includes, in particular, the provision of all machines, equipment, scaffolding, lifting gear, construction accommodation etc. Should the Client provide the aforementioned items, the Contractor shall be liable for the operation of these items or their use.*

9. **LIABILITY**

- 9.1. If a claim is made against the Client on the grounds of product liability, the Contractor shall be obliged to indemnify the Client against such claims and the expenses and damages arising therefrom, insofar as the product defect was caused by the Contractor.
- 9.2. The Contractor shall be liable for the expenses and damages incurred for measures taken by the Client to avert damage, insofar as these measures are based on the defectiveness of the DELIVERED ITEMS or another breach of duty by the Contractor.
- 9.3. Upon request, the Contractor shall provide the Client with appropriate support in clarifying and defending against third-party claims.
- 9.4. In addition to compensation for their own damage, the Client may claim compensation for damage caused by companies affiliated with the Client as if it were the Client's own damage.
- 9.5. Other statutory or contractual rights of the Client shall remain unaffected by the provisions of this section.

10. **QUALITY AND DOCUMENTATION**

- 10.1. The CO guarantees that the DELIVERED ITEMS are of flawless quality in terms of materials used and workmanship. The Contractor shall comply with all safety regulations and shall ensure that the DELIVERED ITEMS and the manufacture comply with national and international laws, directives, standards (German and EU standards, where applicable Austrian standards, REACH, VDA and AIAG standards as well as the generally applicable public law regulations such as e.g. the End-of-Life Vehicles Regulation, Commodities Regulation, Chemicals Ozone Layer Regulation, IMDS safety data, EU Directive on End-of-Life Vehicles (2000/53/EC as amended) etc.) and the agreed technical data and other specifications) in relation to the requirements at the place of delivery. In addition, the Contractor shall comply with the regulations applicable to them at the place of manufacture, in particular with regard to occupational health and safety, e.g. compliance with the minimum wage, as well as environmental and fire protection. Insofar as no deviating requirements result from this, the generally recognised latest rules of technology are to be applied.
- 10.2. For BOM, compliance with POLYTEC's Quality Assurance Agreement applies in each case in the current version, available at www.polytec-group.com/einkauf.

- 10.3. Insofar as a specification book has been drawn up by the Client, the Contractor undertakes to comply with the Customer Specific Requirements set out in the contractual specification book.
- 10.4. If the scope and type of testing as well as the testing equipment and methods have not been agreed in writing between the Contractor and the Client, the required state of the art of testing shall be determined between the respective quality departments at the request of one of the two parties.
- 10.5. For *MACHINERY AND EQUIPMENT as DELIVERY ITEMS*, the following shall additionally apply:
- 10.5.1. *The Contractor is obliged to provide complete but easily understandable instructions for use and to keep all necessary documents.*
- 10.5.2. *The Contractor shall observe all posted protective regulations during construction, repair, assembly and installation work on the Client's premises. The Contractor may request these from the Client's production management.*

11. **CONFIDENTIALITY AND DATA PROTECTION**

- 11.1. The Contractor undertakes to keep all information obtained from the Client secret and not to pass it on to third parties and not to use it for any purpose other than the purpose of the contract, unless the information (i) is general state of the art or becomes general state of the art without fault on the part of the Contractor, or (ii) has already been in the Contractor's possession at the time it is provided by the Client, as evidenced by their written documents, or (iii) is obtained by the Contractor from a third party without any obligation of confidentiality, without such third party having obtained such information directly or indirectly from the Client.
- 11.2. The Client is not obliged to disclose legally protected and/or confidential information of third parties (e.g. customers or licensors).
- 11.3. These provisions shall be applicable beyond the expiry or termination of the CONTRACT. In the event that the obligations under this Article are not complied with, the Client shall be entitled to claim damages and to take other legal remedies.
- 11.4. Subcontractors shall be bound accordingly.
- 11.5. The POLYTEC GROUP's data protection declaration is an integral part of these TERMS AND CONDITIONS OF PURCHASE and can be accessed in its current version at www.polytec-group.com/datenschutz.

12. **RIGHTS OF USE**

- 12.1. Models, sketches, matrices, templates, samples, drawings, specifications, etc., as well as confidential information and design data provided to the Contractor by the Client or paid for in full by the Client may only be used for deliveries to third parties with the prior written consent of the Client. The Contractor shall use the confidential information and means of production exclusively with regard to the deliveries to the Client and not for any other purposes.
- 12.2. All models, tools, devices, drawings and other manufacturing aids, etc. to be produced for the execution of the order shall become the property of the Client and shall be marked as such. The Contractor shall grant the Client a spatially and temporally unrestricted, gratuitous and transferable right of use to all documents made available.
- 12.3. The intellectual property and right of use of the Client to all documents such as engineering, documentation, software, know-how shall remain with the Client without restriction. The documents handed out by the Client to the Contractor may not be edited, copied, reproduced, translated into another language, distributed or processed (print, photocopy, microfilm or other processes), either in whole or in part, whether electronically or by any other means, without the Client's prior written consent.
- 12.4. The Contractor shall ensure that the DELIVERED ITEMS as well as the manufacturing process do not infringe any third party rights (in particular patent rights, utility model rights, copyrights, design rights, trademark rights or other intellectual property rights), whereby the Contractor shall indemnify the Client and their customers with regard to all third party claims for infringement of rights.

- 12.5. There shall be no liability and/or indemnity obligation on the part of the Contractor insofar as the Contractor has manufactured the goods according to detailed drawings or models provided by the Client and does not know or, in connection with the products developed by them, does not need to know that industrial property rights are thereby infringed. The Contractor shall have no obligation to inspect drawings, models etc. handed over to the Contractor by the Client.
- 12.6. The Client acquires a right to use all documents, drawings, sketches, etc. provided by the Contractor, unlimited in time and place, and is entitled, among other things, to hand over the documentation received from the Contractor or their subcontractors to their other contractual partners and to use it themselves without restriction.
- 12.7. If joint activities of the parties, in particular in the field of development, lead to production processes or materials that are patentable, the parties shall separately agree on the conditions of registration and exploitation of this know-how. Under no circumstances may this agreement lead to an increase in the prices for the DELIVERED ITEMS.
- 12.8. Further or deviating agreements shall be made in separate contracts (e.g. tool contract).
- 13. PROPERTY RIGHTS**
- The Contractor warrants that the DELIVERED ITEM and its use in accordance with the contract do not infringe any patent rights, copyrights or other industrial property rights of third parties. Notwithstanding any other statutory claims, the Contractor shall indemnify the Client against all claims of third parties asserted against the Client for infringement of the above-mentioned property rights if these are based on a culpable breach of duty by the Contractor. Licence fees, expenses and costs incurred by the Client for the avoidance and/or elimination of property right infringements shall be borne by the Contractor in this case.
- 14. CE/CCC LABELLING**
- For DELIVERED ITEMS for which the affixing of the CE/CCC label and/or a declaration of conformity is prescribed or permitted, the Contractor shall be obliged to comply with all legal provisions in this respect and to affix the CE/CCC mark to a machine/plant ready for use and/or to provide the Client with the necessary declarations of conformity in the language(s) prescribed for the documentation and/or in the language(s) prescribed by the legal provisions (for the place of use at the Client's premises). The hazard analysis shall be handed over to the CLIENT in any case.
- 15. FORCE MAJEURE**
- 15.1. "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") which prevents a party from performing one or more of its obligations under the CONTRACT if and to the extent that the party affected by the hindrance (hereinafter the AFFECTED PARTY) proves that:
- that impediment is beyond their reasonable control; and
 - it could not reasonably have been foreseen at the time of the conclusion of the contract; and
 - the effects of the impediment could not reasonably have been avoided or overcome by the AFFECTED PARTY.
- Examples of force majeure may be: War, whether declared or not, pandemic, riots, revolution, boycott, terrorism, strike, fire, natural disasters e.g. floods, earthquakes and typhoons.
- 15.2. If a party fails to perform one or more of their obligations under the Contract due to the failure of a third party to whom they have entrusted the performance of the whole or part of the CONTRACT, that party may invoke force majeure only to the extent that the requirements for presuming the existence of force majeure as defined in 15.1 of this clause apply not only to the party but also to the third party.
- 15.3. The AFFECTED PARTY shall immediately notify the other party of the event and provide the relevant evidence.
- 15.4. A party who successfully invokes this clause shall be released from the obligation to perform their contractual obligations and from any liability for damages or any other contractual remedy for breach of contract; however, only for the respective partial performance affected if this has been promptly notified and proven. However, if the notification is not made immediately, the exemption shall only take effect from the time when the notification is received by the other party. The other party may suspend the performance of their obligations, if force majeure is actually to be assumed, from the time of such notification.
- 15.5. The AFFECTED PARTY is obliged to take all reasonable measures to limit the impact of the event.
- 15.6. If the duration of the asserted impediment has the effect of substantially depriving the parties of what they could reasonably expect by virtue of the CONTRACT, the Client shall be entitled to terminate the CONTRACT concerned within a reasonable period of time.
- 15.7. Taking into account the special requirements of the Client's customers, it must be ensured that in the event of disruptions in the Contractor's environment, the supply of the products to be delivered is maintained in the best possible way. The Contractor therefore undertakes to prepare and implement contingency planning prior to the conclusion of the contract, insofar as this is appropriate with regard to foreseeable operational disruptions, in particular in the areas of procurement, manufacturing, production and/or transport with the consequence of a restriction of delivery (concerning delivery periods and quantities), so that effects on the supply are avoided or at least largely limited. Within the scope of this emergency planning, the Contractor shall ensure 24-hour availability. The emergency plan shall be submitted to the Client without delay.
- 16. COMPLIANCE AND DUTY TO COOPERATE**
- The Contractor warrants that it shall perform the contractual delivery strictly in compliance with all applicable laws and regulations, including, without limitation, labour laws as well as environmental, health and safety legislation. The Contractor commits itself to the fundamental principles of corporate responsibility and integrity, to the respect for human rights, to compliance with internationally recognised labour standards, and to the prevention of corruption. The Contractor undertakes to fully implement and comply with the POLYTEC GROUP Code of Conduct, available at www.polytec-group.com/ueber-polytec/verhaltenskodex, as well as with the supplementary requirements available at www.polytec-group.com/einkauf. Furthermore, the Contractor undertakes to comprehensively support the Client in complying with all current and future statutory and regulatory requirements, in particular EU directives, regulations and laws relating to environmental, social and governance (ESG) matters. This includes the timely and complete provision of all information, evidence and documentation required for the Client to fulfil its respective obligations. The duty to cooperate shall also include assistance in connection with administrative proceedings, audits and certifications, to the extent necessary to ensure compliance with applicable legal requirements. If the Contractor culpably breaches its duty to cooperate, it shall indemnify and hold harmless the Client in full from and against any and all resulting damages, in particular administrative penalties, third-party claims for damages, as well as legal enforcement and defence costs.
- 17. FOR MACHINERY AND EQUIPMENT THE FOLLOWING SHALL ADDITIONALLY APPLY: WORKING IN THE FACTORY AREA OF THE CL**
- 17.1. *The Contractor and the Client shall mutually agree on the provision of electrical energy, water and the heating of any necessary construction accommodation.*
- 17.2. *All work to be carried out by the Contractor in connection with the use of the Client's factory area shall be carried out with the greatest possible care for the plant and third parties.*
- 17.3. *The sequence of such work is to be coordinated with the responsible technical contact person of the Client.*
- 17.4. *Prior to commencement of installation and/or assembly work, the Contractor shall either establish all necessary foundations, connections, etc. or verify their correctness.*
- 17.5. *Any further rights and obligations of the Contractor in connection with access to and use of the Client's factory area shall be regulated in more detail in individual cases by an agreement to be*

signed at the plant; the Contractor undertakes to conclude such agreement and - including its agents - to comply with it.

18. TERMINATION

- 18.1. The Client shall be entitled to terminate the contract at any time until acceptance of the DELIVERED ITEMS. In such a case, the Contractor may demand the agreed remuneration, taking into account the expenses saved.
- 18.2. Furthermore, the Client shall be entitled to terminate the contract in the event of a material breach of contract. The services rendered by the Contractor up to the time of termination shall only be remunerated at contract prices to the extent that they can be used by the Client as intended.

19. MISCELLANEOUS

- 19.1. The Client may request changes to the DELIVERY ITEMS (e.g. in construction and design) at any time. Any resulting additional or reduced costs as well as an adjustment of the due dates shall be settled by mutual agreement.
- 19.2. The Contractor shall be free to subcontract parts of the contract. However, the Contractor shall remain responsible to the Client.
- 19.3. The Contractor may only assign rights and obligations with the written consent of the Client. This approval may not be refused if the position of the Client is not diminished in any way by the assignment.
- 19.4. Each of the parties shall be liable for the payment of the levies relating to them.
- 19.5. Should any provision of these TERMS AND CONDITIONS OF PURCHASE be or become invalid, unlawful or unenforceable, either in whole or in part, this shall not affect the validity of its remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the content of the invalid provision and which the parties would have agreed upon at the time of the conclusion of the contract if they had foreseen the invalidity.

20. PLACE OF JURISDICTION AND APPLIABLE LAW

- 20.1. The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship shall be the registered office of the Client, unless the Client has their registered office neither in Germany nor in Austria, in which case it is agreed that the exclusive place of jurisdiction shall be Munich, DE.
- 20.2. If the Client has their registered office in Austria, Austrian law shall apply; German law shall apply to all other offices (in each case excluding the conflict of laws provisions and the Vienna Sales Convention of 1980).