

# GENERAL PURCHASING TERMS AND CONDITIONS

## InterCal Austria GmbH

InterCal Austria GmbH (hereinafter referred to as: the "**Client**") strives for a partnership-based relationship with suppliers and attaches great importance to the fulfilment of the concluded agreements in accordance with the contractual provisions. In this sense, the following terms and conditions are applicable, which form the basis for the business transactions between the Supplier and the Client, hereinafter also collectively referred to as: the "**Parties**".

Only the following terms and conditions shall apply, unless expressly stipulated otherwise in writing. Deviations from the agreement, in particular by sending different terms and conditions of sale, must be expressly recognized in writing by the Client in order to be legally valid. If there is no express confirmation of deviating terms and conditions then they shall be rejected. In particular, any restriction of the warranty and compensation obligations of the Supplier shall be deemed to be ineffective.

### 1. ORDERS

Orders are placed in writing. A copy of the order and any supplements must immediately be signed by the Supplier and sent to the Client in the form of an order confirmation, by email or by post, or be rejected in writing within seven days, otherwise the order shall be deemed to have been accepted in full. Changes to the order confirmation compared to the order from the Client shall only become part of the agreement with the written countersignature of the Client.

### 2. TRANSFER OF THE ORDER

If the order is transferred by the Supplier to a third party then the Supplier is required to inform the Client accordingly in advance. The Client is entitled to prohibit the transfer of the order within two working days. If the order is transferred to a third party then the Supplier shall be required to impose these General Purchasing Conditions of the Client on the third party.

### 3. PRICES, DELIVERY AND PAYMENT TERMS

The prices quoted in the order are fixed prices. Delivery and payment terms can be found in the order.

The date of receipt of the invoice shall be decisive for the start of any payment term; if the goods are received later then the date of receipt of the goods shall be decisive.

Unless stipulated otherwise in writing, the Client shall pay the purchase price or fee within 45 days subject to a 3% discount or within 90 days net, calculated from receipt of the invoice and all delivery documents. Payment does not constitute recognition of the correctness of the delivery and therefore does not constitute a waiver of any claims arising from defects in relation to fulfilment or warranty or compensation.

The prices are understood to be delivered to the destination of the Client or DPU including customs clearance in accordance with the INCOTERMS in the version applicable at the time the agreement is concluded.

The Client shall be entitled to rights of set-off and retention to the extent permitted by law. The claims arising from the invoices of the Supplier may only be assigned with the prior written consent of the Client.

### 4. ACCEPTANCE OF GOODS

The place of fulfilment for the deliveries and/or services is the location specified by the Client (in particular the location specified in the order) or at the premises of the Client.

The factory or company-related delivery and goods acceptance times must be strictly adhered to. These delivery times can be found in the order.

### 5. ACCOMPANYING DOCUMENTS

Each delivery must be accompanied by a delivery note - stating the order number - and the shipping documents.

For all products for which safety data sheets, test and works certificates, operating instructions, technical data sheets, descriptions, documentation or hazard warnings, legally required certificates, manufacturer's or conformity declarations, proof of obtaining or awarding test or standard marks are prescribed, they are part of the scope of delivery and services. All the said documents must be submitted in German and English together with the goods/services.

In the event of delivery without complete accompanying documents, the delivery shall be deemed not to fulfil the order and shall be returned at the risk and expense of the Supplier or shall temporarily be stored at the expense of the Supplier.

## 6. STANDARD TERMS OF DELIVERY

The purchased goods are deemed to be a debt to be discharged at the place of delivery. By default, the delivery is DPU (INCOTERMS 2020): The Supplier shall bear the costs and risks of transport incurred in connection with the transport of the goods to and unloading at the specified destination and shall be responsible for import and export, including the payment of import duties. If it is not possible for the Supplier to organize unloading at the destination then it must forthwith inform the Client accordingly and, as the occasion arises, the delivery must take place DDP (in accordance with INCOTERMS 2020).

Once the goods have been unloaded (in the case of DPU) or released for unloading (in the case of DDP), any risks associated with the goods are transferred to the Client.

## 7. DELIVERY PERIODS

The delivery date stipulated in writing is to be understood as a fixed date and shall be deemed to be binding. The Client must forthwith be informed of any foreseeable delays. Upon receipt of the notification, the Client shall be entitled to withdraw from the agreement - either in whole or in part - without having to grant a grace period. Without prejudice to this provision, the provisions set forth in § 918 ff of the Austrian Civil Code (ABGB) are applicable.

Furthermore, in the event of imminent danger, the Client shall be entitled, without having to grant a grace period, to have the deliveries and/or services not yet provided by the Supplier carried out by a third party at the expense of the Supplier.

The timeliness of deliveries/services is determined by the receipt of the ordered goods/services at their destination. Partial deliveries or partial services require the prior written consent of the Client.

## 8. GUARANTEE AND LIABILITY

The Supplier guarantees the contractually compliant and defect-free delivery of goods and services of which the properties correspond to the state of the art in science and technology, in particular safety technology, at the time the order is placed, and in any case to the technical standards and the applicable safety regulations as well as the Austrian Occupational Health and Safety Regulations, the Austrian Machinery and Equipment Safety Regulations, the GHS, the regulations for electrical engineering applicable in Austria and the relevant information in brochure materials or other documents on which the delivery/service in question is based. Compliance must be documented in the form of a manufacturer's guarantee or a declaration of conformity (CE marking).

The application of § 377 of the Austrian Commercial Code (UGB), the provisions concerning the notification of defects, is expressly excluded. The Client is therefore not required to disclose defects. Any further obligations of the Client to disclose defects and/or to investigate are hereby expressly excluded.

Acceptance of the goods shall only take place at the time the goods are used or put into service (but no later than 3 months after delivery). The warranty period only commences from this point in time. Any defects discovered shall be notified within 14 (fourteen) days of discovery.

The Supplier warrants against defects within the scope of the Austrian statutory provisions. The Supplier shall assume complete warranty for the provision of services in accordance with the order. The warranty period amounts to 36 months from delivery of the goods/services at the stipulated destination.

Exclusions of liability as well as limitations of liability of the Supplier, in particular from the provisions relating to warranty or damages, are not accepted.

If the Supplier does not fulfil its obligations to remedy the defects (by means of repairs, adjustments, additions and/or activities) within a technically reasonable period (amounting to a maximum of 10 working days) after receipt of the complaint then the Client may, irrespective of its other rights, remedy the defects found or have them remedied at the expense of the Supplier, without prejudice to the obligations of the Supplier, on its own initiative or by third parties. The remedy of defects does not release the Supplier from its responsibility.

In the event of defects of which the remedy cannot be delayed (in particular in the event of imminent danger), the Client shall be entitled either to rectify the defects itself or to have them rectified by an authorised third party,

informing the Supplier in due time, and at the expense of the Supplier. The remedy of defects does not release the Supplier from its responsibility.

## 9. PRODUCT LIABILITY AND INSURANCE

The provisions of the Austrian Product Liability Act in the version applicable at the time the agreement is concluded are applicable. The Supplier shall indemnify and hold the Client harmless from and against any recourse claims that third parties may assert against the Client on the grounds of "product liability" within the meaning of the said Act.

If a recall action is caused by the defectiveness of the products delivered by the Supplier, then the Supplier shall reimburse the Client for any and all costs incurred in connection therewith.

The Supplier commits to take out and maintain product liability insurance with sufficient cover for personal injury or property damage corresponding to the scope of the business operations and to, on demand, provide evidence of the same to the Client. If the Client is entitled to further claims for damages, then they shall remain in full force and effect.

At the request of the Client, the Supplier is required to inform the Client who the manufacturer of the products is and who has placed the products on the market. In the event of foreign products, the Supplier must also state the country of origin and the importer. If a claim is asserted against the Client under the Austrian Product Liability Act or other national regulations of the country of destination of the goods due to the defectiveness of the delivered goods, then the Supplier shall be required to indemnify and hold the Client harmless.

If a third party asserts claims against the Client based on industrial property rights, copyright, trademark or design protection, then the Client shall forthwith inform the Supplier accordingly in full. The Supplier shall fully indemnify and hold harmless the Client against and for the said damages and guarantee the Client unrestricted use of the delivered goods.

## 10. FORCE MAJEURE

Cases of force majeure (e.g., war, natural disasters, strikes, epidemics, pandemics, including Covid-19, official measures), which prevent the parties from fulfilling their obligations under this Agreement in whole or in part, shall release both parties accordingly from the fulfilment of this Agreement in whole or in part, until the force majeure ceases. The Party affected by the force majeure shall immediately notify the other Party thereof.

In the event of an occurrence of force majeure, the delivery of products can be suspended for the duration of the force majeure and the stipulated delivery periods shall be extended.

If the occurrence of force majeure lasts longer than forty (40) working days, then the Client shall be entitled to cancel any order affected by the force majeure.

## 11. ANTI-CORRUPTION, UNAUTHORISED COMMISSIONS; ANTI-KICK-BACK

The Parties are committed to fair business practices and reject any and all forms of corruption and bribery. Based on this common understanding, the Parties commit to strictly adhere to their relevant internal compliance regulations and the statutory anti-corruption provisions. Accordingly, in connection with the conclusion of the agreement, the contractual relationship and the implementation of the agreement, the Parties and their employees specifically commit to not offer, promise or guarantee any unauthorized benefits of any kind whatsoever, or to demand that they be promised or accept any such benefits. The Parties expect that third parties they rely on for the implementation of the agreement shall equally act accordingly.

The Parties stipulate that no commission payments are made in the context of their business relationship.

The parties also agree that no KICK-BACK payments of any kind shall be made to employees of the Parties or their related parties and relatives within the scope of their business relationship.

## 12. SUPPLIER CODE

Integrity and compliance are of particular importance to the Client. The Client also attaches considerable importance to social responsibility in the context of corporate activities. Having said this, the Supplier commits to take all necessary measures to avoid corruption and other criminal offences and to comply with the standards set forth in the Supplier Code of the Client - available at <https://www.intercal.at>.

## 13. SANCTIONS/EMBARGOES

The Supplier confirms that it is not listed on any sanctions list worldwide at the time of signing of the agreement and that there are no embargoes against it. If sanctions or embargoes are imposed on the Supplier during the

business relationship, then the Client must forthwith be informed accordingly and it is agreed that the contractual relationship may unilaterally be rescinded by the Client with immediate effect.

#### 14. CONFIDENTIALITY

Any and all information must be treated as confidential without restriction both during and after termination of the contractual relationship and no information, documents, records, drawings, sketches or other documentation can be passed on or otherwise made accessible to third parties without the express consent of the Client. The Client shall also treat any and all documents of the Supplier confidentially.

#### 15. SAFETY AND ENVIRONMENTAL PROTECTION

The Supplier commits to comply with the relevant statutory regulations on the treatment of employees, environmental protection, and occupational safety and to work to minimize the adverse effects of its business operations on people and the environment. The Supplier shall take note of the regulations of the Client regarding occupational safety, fire protection, and environmental protection and they shall form an integral part of the contractual relationship.

#### 16. GDPR

The Client processes the personal data relating to the Supplier for the fulfilment of the agreement or for the implementation of pre-contractual measures. Without the said data, the Client cannot conclude or fulfil the agreement with the Supplier.

In order to fulfil the aforementioned purposes, it is necessary to pass on the personal data of the Supplier to internal and external service providers (authorities and public bodies, banks, insurance companies, transport and delivery service providers). The aforementioned third parties are commissioned by the Client as processors within the meaning of article 28 of the GDPR and are required to guarantee data security in accordance with articles 24 and 32 of the GDPR.

The data of the Supplier shall only be processed within the EU.

The Client shall exclusively save the personal data of the Supplier within the scope of legal obligations.

Every Supplier who discloses personal data to the Client, is entitled to information pursuant to articles 12 and 13 of the GDPR, access pursuant to article 15 of the GDPR, and rectification or erasure of personal data and restriction of processing pursuant to the GDPR. In the event of a complaint, the Supplier can contact the competent authority. The email address [privacy@wietersdorfer.com](mailto:privacy@wietersdorfer.com) was set up at the Client to comply with the data subject rights of the Supplier.

#### 17. APPLICABLE LAW; PLACE OF JURISDICTION

Austrian law is applicable with the exclusion of the UN Convention on Contracts for the International Sale of Goods and other conflict of law rules.

The place of jurisdiction shall exclusively be the court having subject-matter and local jurisdiction over the registered office of the Client.

#### 18. SEVERABILITY CLAUSE

If provisions of these General Purchasing Terms and Conditions are or become invalid or unenforceable, either in whole or in part, or if a loophole is found in these provisions, then the remaining provisions of these General Purchasing Terms and Conditions shall remain in full force and effect. The invalid or unenforceable provisions shall be replaced by the Parties with valid and enforceable provisions that best approach the intended purpose or will of the Parties.

XXXXXXXX