

## General Conditions of Purchase and Ordering of LINETECHNOLOGY GMBH

### 1. Relevant Conditions

- 1.1. The legal relationships between LINETECHNOLOGY GMBH (hereinafter referred to as "Ordering Party") and the respective supplier or other contractor (hereinafter referred to as "Supplier") shall be exclusively governed by the following Conditions of Purchase.
- 1.2. Upon the acceptance of an order or any other offer from Ordering Party, these Conditions of Purchase shall become part of the contract and have priority over the conditions of Supplier.
- 1.3. These Conditions of Purchase shall also apply to all future business transactions with Supplier.

### 2. Object of Order; Conclusion of Contract

- 2.1. Inquiries of Ordering Party shall always be non-binding. A contract binding to Ordering Party shall be present only when an individual agreement that has been signed by Supplier is received by Supplier with the countersignature of Ordering Party. Declarations, additions and changes to the agreements made orally (in person), over the telephone or by telex shall be binding to Ordering Party only once Ordering Party has confirmed them in writing.
- 2.2. Ordering Party shall also have the option of placing individual orders and delivery requests in textual form (fax, email) AFTER PREVIOUS WRITTEN AGREEMENT.
- 2.3. Offers and quotations shall be binding and free of charge unless expressly agreed otherwise.
- 2.4. ORDERING PARTY MAY REQUEST REASONABLE MODIFICATIONS TO THE OBJECT OF DELIVERY REGARDING DESIGN AND EXECUTION. The effects, particularly regarding increased or reduced costs and delivery dates, shall be resolved appropriately and in mutual agreement.
- 2.5. THE "QUALITY GUIDELINES FOR PROCUREMENT" AND THE "GUIDELINES FOR SECURITY AND ENVIRONMENTAL PROTECTION" OF ORDERING PARTY ARE PART OF THE CONTRACT.

### 3. Pricing, Payment

- 3.1. Without special agreement, the "ex works" prices of Ordering Party shall apply duty paid (DDP in accordance with Incoterms 2020) including packaging. This shall not include sales tax.
- 3.2. Without special agreement, Ordering Party shall pay either within 30 days with a 3% discount or within 90 days without discount from the due date of the payment request and receipt of both invoice and goods or rendering of the service. PAYMENT COMES WITH THE PROVISION OF AN AUDIT.
- 3.3. If early deliveries are accepted, the due date shall be governed by the agreed-on payment date; if in doubt, no earlier than after the agreed-on delivery date.

### 4. Delivery and Deadlines, Delivery Delay, Penalty

- 4.1. Agreed-on dates and deadlines shall be binding to Supplier. For compliance with the delivery date or delivery deadline, receipt of the goods at the address specified by Supplier or at the agreed location of use / place of fulfillment shall be decisive. The place of fulfillment shall be Ordering Party's plant as specified in the order unless another delivery location is expressly specified. If delivery "ex works" duty paid (DDP in accordance with Incoterms 2020) has not been agreed on, Supplier shall keep the goods ready in due time with allowance for the usual times for loading and shipment. Furthermore, Supplier shall come to an agreement with Ordering Party's forwarding agent.
- 4.2. Partial delivery or early delivery shall not be permitted unless Ordering Party has expressly agreed to such.
- 4.3. Unconditional acceptance of the delayed delivery or service shall not include any waiver of claims for damages that Ordering Party is entitled to due to the delayed delivery or service.
- 4.4. If agreed-on deadlines are not met, the legal provisions shall apply. If difficulties arise on the part of Supplier that could prevent Supplier from due delivery or from delivery at the agreed-on level of quality, Supplier shall notify Ordering Party without delay, specifying the causes. IN ADDITION, ORDERING PARTY SHALL BE INTITLED TO CHARGE A PENALTY OF 0.5% OF THE TOTAL ORDER VALUE FOR EACH COMMENCED WEEK IN SUCH CASES BUT 5% OF THE TOTAL ORDER VALUE AT A MAXIMUM. THE PENALTY IS INCLUDED IN THE DAMAGE CLAIMS RESULTING FROM MISSING THE DELIVERY DATE.
- 4.5. If Supplier has taken charge of erection and installation, Supplier shall bear all ancillary costs related to this unless agreed otherwise.
- 4.6. Supplier shall bear the risk up to acceptance by Ordering Party or its representative at the location where the goods are to be delivered in accordance with the order.
- 4.7. SUPPLIER SHALL GUARANTEE A COMPLETE OUTGOING GOODS INSPECTION FOR THE PURPOSE OF DELIVERY IN ZERO DEFECT QUALITY. Acceptance shall come with the reservation of an inspection for zero defect quality, in particular for correctness, completeness and serviceability. Ordering Party is authorized to inspect the object of delivery insofar and as soon as this is feasible in accordance with proper course of business. Ordering Party shall immediately give notice of any detected defects. Ordering Party's duties to give notice of defects shall be ruled out.
- 4.8. For quantities, weights and measurements, the values determined by Ordering Party at the incoming goods inspection shall be deemed relevant unless other proof is provided.

- 4.9. Ordering Party has the right to use any software included in the scope of delivery of the product with the agreed-on features compliant with use of the product according to the contract. Ordering Party may create a backup copy even without express agreement. Software that is created exclusively for Ordering Party shall be delivered including the source code as well as operating and system documentation. All exploitation rights to such software and/or the partial results achieved in this respect shall be transferred completely and exclusively to Ordering Party upon receipt of the agreed-on order total. Ordering Party shall be authorized to reverse-engineer this software including its documentation, to further develop it, to decompile it and to revise or modify it in any direction. Ordering Party shall not be obligated to identify Supplier as the author of this software. A software order shall be deemed completed and will be accepted only after the software has run in in trial operation for at least 30 days in a satisfactory manner and without error messages.
- 4.10. UPON REQUEST OF ORDERING PARTY, SUPPLIER SHALL SET UP A CONSIGNMENT WAREHOUSE. IN THIS CASE, THE CONTRACT PARTIES SHALL CONCLUDE A SEPARATE CONTRACT.

## 5. Confidentiality

- 5.1. Any information made accessible to Supplier by Ordering Party (including features that can be found in objects, documents or software) shall be kept confidential from third parties as long and as far as they are not proven to be public knowledge. They remain the exclusive property of Ordering Party and, on the premises of Supplier, shall only be made available to persons who must be involved for the purpose of delivery to Ordering Party and who shall be likewise obligated to confidentiality. Without previous written consent of Ordering Party, such information shall not be copied or commercially used except for deliveries to Ordering Party itself. Upon Ordering Party's request, any information originating with Ordering Party (including copies and records) and objects handed over on loan shall be returned, completely and without delay, or destroyed with proof of destruction, combined with a corresponding written declaration.
- 5.2. Ordering Party reserves all rights to such information (including copyrights and the right to claim commercial protection rights). Insofar as Ordering Party has obtained such information from third parties, this reservation shall also extend to the benefit of these third parties.
- 5.3. Products that have been manufactured on the basis of documents designed by Ordering Party, such as drawings, models and the like, or on the basis of confidential information from Ordering Party or using the tools or copied tools of Ordering party shall not be used by Supplier itself nor be offered or delivered by Supplier to third parties. This shall also apply to print orders accordingly.

## 6. Inventions, Property Rights

- 6.1. Insofar as the object of the contract includes rights to intellectual property or comparable rights (such as personal rights) or as intellectual property rights or comparable rights are created as part of an order, Supplier grants Ordering Party an exploitation right that is temporally and geographically unlimited, exclusive, transferable, and sublicensable and that encompasses all types of use known in the present and future. This comprises, in particular but not exclusively, the right to edit, modify, further develop and, if applicable, translate the object of the order as well as their titles and designation; the right to exploit further developed, translated, edited or modified objects of the order as well as edited, modified or translated titles and designations in the same way as the original object of the order; the right to make permanent or only temporary copies (including digitization) of the object of the order in any imaginable way; the right to physically distribute and put into circulation the object of the order for commercial or non-commercial purposes; the right to make the object of the order available in electronic form, via cable or wireless transmission, in a way that it can be accessed by anybody from the places and at the times of their choice, in the Internet in particular; the right to transmit the object of the order by broadcasting or in a similar way; the right to publicly present or perform the object of the order or to make it available to the public; the right to use images and names of the persons depicted for commercial and non-commercial purposes, including advertising; the right to protect the object of the order or to have it protected.
- 6.2. SUPPLIER SHALL KNOW THAT THE PRODUCTS OF ORDERING PARTY ARE USED WORLDWIDE. SUPPLIER SHALL CONFIRM THAT SUPPLIER HAS COMMUNICATED TO ORDERING PARTY THE USE OF PUBLISHED AND UNPUBLISHED, PROPRIETARY AND LICENSED PROPERTY RIGHTS AND PROPERTY RIGHTS CLAIMS TO THE OBJECT OF DELIVERY PRIOR TO PLACING THE ORDER.
- 6.3. The contracting parties shall immediately notify each other of risks of injury and of alleged cases of injury as they become known and allow each other the opportunity of jointly counteracting related claims.

## 7. Packaging, Delivery Note, Invoice, Goods origin

- 7.1. The goods shall be properly packaged for transport.
- 7.2. A delivery note and a separate invoice shall be issued to Ordering Party for each shipment. These shall contain supplier number, date and number of the order or delivery call-off and purchase order, quantity and material number, number and date of the delivery note, gross and net weights listed separately, additional data of Ordering Party (e.g. delivery location) and the agreed-on price / unit of quantity. A packing list with an accurate table of contents and specification of the order number shall be attached to each shipment.
- 7.3. If the invoice refers to multiple orders, the specifications given in Item 7.2 shall be listed separately for each order. The invoice shall only refer to the delivery note.
- 7.4. A Supplier headquartered in the EU shall document the country of origin of the goods to Ordering Party by means of a Long-term Supplier Declaration; a Supplier headquartered outside the EU shall do so using a Certificate of Preference or Certificate of Origin. Any change in the country of goods origin shall be communicated to Ordering Party without delay and without request. Supplier shall indemnify Ordering Party of all costs incurred as a consequence of inaccurate, incomplete or faulty statements or documents regarding the country of origin.

**8. Force Majeure**

Force majeure, labor disputes, disruptions of operation without fault, unrest, measures imposed by authorities and other inevitable events authorize Ordering Party – irrespective of its other rights – to withdraw, in whole or in part, from the contract if these events result in a significant reduction of Ordering Party's demand and will persist for a significant time period.

**9. Guarantee, Liability**

- 9.1. The legal regulations on quality defects and defects of title apply if not otherwise specified in the following provisions.
- 9.2. Unconditional acceptance of goods or services or payment by Ordering Party without objection does not imply recognition of zero defect quality in this case.
- 9.3. If a quality defect becomes evident within 6 months from transfer of risk, it shall be assumed that the defect was already present at the time of transfer of risk.
- 9.4. If a delivery or service is performed inadequately, Ordering Party shall request Supplier to either replace or correct the inadequate delivery or service at Ordering Party's discretion within a grace period to be defined by Ordering Party. If the replacement or full correction is not completed within this period, Ordering Party may, at its own discretion, either withdraw from the contract or claim a reduction of the price. In deviation from § 933 ABGB (Civil Code of Austria), the contracting partners agree that it shall be possible to assert defects not only in court but also, in writing, to Supplier. The warranty claims asserted in writing within the warranty period thus can also be asserted in court after expiration of the warranty period.
- 9.5. If Supplier does not begin to eliminate the defect immediately after being prompted, Ordering Party may also perform the elimination on its own or have it performed by a third party at the expense of Supplier in urgent cases, particularly to prevent imminent danger or major damage.
- 9.6. The warranty ends 24 months after final commissioning at the end customer but no later than 36 months after delivery to Ordering Party.
- 9.7. In case of defects of title or any claims made based on the rights of third parties, Supplier shall indemnify Ordering Party and its customers. Furthermore, Supplier shall guarantee that deliveries and services are clear of third-party rights and indemnify and hold harmless Ordering Party versus any claims asserted based on this title (including legal costs). A limitation period of 10 years shall apply to such defects of title.
- 9.8. FOR PARTS OF THE DELIVERY REPAIRED WITHIN THE LIMITATION PERIOD, THE LIMITATION PERIOD SHALL BE INTERRUPTED UNTIL SUPPLIER HAS COMPLETELY FULFILLED THE CLAIMS TO RECTIFICATION.
- 9.9. Supplier shall bear Ordering Party's costs resulting from inadequate delivery of the object of contract, particularly transport, travel and labor costs or costs for an incoming goods inspection exceeding the usual scope; this shall likewise include costs that Ordering Party has to bear with respect to its customers, in particular in the event of an infringement of duties in the form of non-delivery for which Supplier is responsible.
- 9.10. If Ordering Party takes back products Ordering Party has produced and/or sold as a consequence of the defectiveness of the object of the contract as delivered by Supplier or if the purchase price has been reduced for Ordering Party due to this or if Ordering Party is charged in another way, Ordering Party shall reserve the right of recourse to Supplier; HERE, THERE IS NO REQUIREMENT TO SET A DEADLINE AS OTHERWISE REQUIRED FOR DEFECT RIGHTS.

**10. Liability**

- 10.1. If Ordering Party is charged due to product liability, Supplier shall indemnify Ordering Party to the extent that the damage has been caused by a defect of the goods delivered by Supplier. If liability depends on who is guilty, however, this shall apply only if Supplier is guilty. Insofar as the cause of the damage is within the responsibility of Supplier, Supplier shall bear the burden of proof insofar as [something is missing here]. SUPPLIER SHALL TAKE OVER all costs in these cases, including the COSTS of any legal suit or RECALL ACTION.
- 10.2. SUPPLIER SHALL BE OBLIGATED TO CONCLUDE AN OPERATION AND PRODUCT LIABILITY INSURANCE POLICY including product asset damage and recall costs with an insurance provider licensed in the EU. The coverage amount for the area of personal injury and property damage as well as for the area of product asset damage and recall costs shall be at least EUR 5 million each.

**11. Assignment of Claims**

- 11.1. Without previous written consent, which shall not be denied without good reason, Supplier shall not be able to assign Supplier's claims versus Ordering Party or have them collected by a third party.
- 11.2. Ordering Party shall have the right to withhold payments or explain the offset on the basis of counter-claims.

**12. Property**

- 12.1. A retention of title of Supplier shall require express written agreement to take effect.
- 12.2. The materials provided to Ordering Party shall remain Ordering Party's property and may only be used as intended. The processing of materials and the assembly of parts are carried out for Ordering Party. Ordering Party is co-owner of the products produced with the use of Ordering Party's materials and parts that are kept by Supplier for it thus far in relation of the value of the provisions to the value of the overall product.

**13. Quality and Documentation**

- 13.1. For the delivery, Supplier shall be obligated to adhere to the state of the art of science and technology, the safety regulations and the agreed-on technical data. Supplier shall establish and document corresponding quality management.



- 13.2. Supplier shall record in Supplier's documentation for all products when, how and by whom the zero defect production of said products has been ensured. These records shall be kept for 15 years and submitted to Ordering Party as necessary. Supplier shall be authorized to shorten the retention period if Supplier can rule out risks to life and limb when the products are used. Supplier shall obligate any sub-suppliers to the same extent within the scope of legal possibilities.
- 13.3. Furthermore, we refer to Item 2.6 with regard to quality and documentation.
- 14. Safety and Environmental Protection**
- 14.1. Packaging shall be designed in such a way that separation and recycling are easy, mixed packaging units are avoided and materials from naturally renewable raw materials are used. Corresponding information on products and materials shall be provided.
- 14.2. Persons who carry out tasks on Ordering Party's plant premises in fulfillment of the contract shall observe the respective company regulations. Liability for accidents incurred by these persons on the plant premises shall be excluded unless these accidents were not caused by malicious intent or gross negligence on the part of the legal representatives or vicarious agents of Ordering Party.
- 14.3. Furthermore, we refer to Item 2.6 with regard to safety and environmental protection.
- 15. Final provisions**
- 15.1. Oral agreements or later changes and additions shall require written confirmation by Ordering Party at all times.
- 15.2. The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from contractual relations based on these Conditions of Purchase is Vienna, Austria. FURTHERMORE, ORDERING PARTY IS AUTHORIZED TO SUE SUPPLIER AT ORDERING PARTY'S DISCRETION AT THE COURT OF ORDERING PARTY'S HEADQUARTERS OR THE ORDERING PARTY'S BRANCH OR THE PLACE OF FULFILLMENT.
- 15.3. For all contractual relationships, the law of Austria shall apply, excluding conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.4. If one contracting party terminates its payments or if its assets are used for filing for insolvency proceedings or settlement proceedings in or out of court, the other party shall be authorized to withdraw from the contract for its unfulfilled part.
- 15.5. If any provision of these Conditions of Purchase and the further agreements made is or becomes invalid, either wholly or in part, the validity of the remaining provisions of these Conditions of Purchase shall remain unaffected. Parties to the Agreement shall be obligated to replace the invalid provision with a permissible provision that is equivalent in its economic success.

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