



KS Engineers

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I. Relevant General Terms and Conditions of Purchase and their validity

1. The legal relationship between the Supplier and Kristl, Seibt & Co Ges.m.b.H. or an affiliated company (hereinafter referred to as KS) shall be governed by the following General Terms and Conditions of Purchase. They shall be valid for all orders, blanket orders and contracts concluded by KS with the Supplier, however they are or shall be described in detail. Insofar as the term "Supplier" is used below, this shall mean the Contracting Party commissioned by KS for a product, work or service.
2. The language of the contract is German. This shall be irrevocably established for the current Agreement and all future agreements between the Contracting Parties.
3. These General Terms and Conditions of Purchase were submitted to the Supplier for review prior to the conclusion of the contract and were accepted by the Supplier.
4. The content of the contract shall be primarily determined by the provisions that were negotiated in detail between the Contracting Parties. In addition, and unless other agreements have been legally concluded, the General Terms and Conditions of Purchase and all documents covered by them shall solely apply.
5. Contracts of any kind as well as their amendments and additions (prices, quantities, dates, specifications, etc.) shall require a written agreement in order to be valid, whereby an agreement can also be concluded by e-mail or fax.
6. The Supplier's general terms and conditions shall only become part of the contract if KS expressly agrees to this in writing when the contract is concluded. Remaining silent, acceptance or payment of the service shall not constitute consent. If the order from KS refers to the Supplier's offer documents, this shall not be regarded as recognition of the Supplier's commercial terms and conditions.
7. Conflicting General Terms and Conditions — insofar as they have become part of this contract — shall not prevent the conclusion of a valid contract. In this case, the non-conflicting parts of the General Terms and Conditions shall apply without prejudice to the fact that, for the interpretation of the contract, conflicting provisions shall be governed by the actual will of the Parties, on the basis of the relevant legal provisions.
8. The Contracting Parties agree that these General Terms and Conditions of Purchase shall replace all previously applicable terms and conditions, and these General Terms and Conditions of Purchase in their current form shall now solely apply.
9. For reasons of easier readability, these General Terms and Conditions of Purchase do not include a gender-specific differentiation, e.g. he/she with respect to the supplier. Such terms apply in the sense of equal treatment for both genders.

II. Offers

1. Offers, planning and cost estimates of the Supplier must be made free of charge, even if they were prepared upon the request of KS, and shall have no legally binding effect on KS.
2. Offers must be sent to KS promptly upon request. When submitting his offer, the Supplier must expressly point out any deviations from the request.
3. Offers of the Supplier must include an expressly indicated acceptance period for their valid conclusion. If they do not include such a period, KS may also avail of the submitted offer at the price contained therein at a later date, and the Supplier may not subsequently estimate it at a higher price than in the offer. However, the Supplier must promptly notify KS of a price reduction and adapt the existing offer to include it.
4. Offer documents shall not be returned and samples shall not be remunerated, unless this has been expressly agreed in writing.

III. Order processing

1. Orders that are legally binding for KS shall be issued solely in written form, including orders by e-mail.

2. Upon receipt of a legally binding order, the Supplier must send a written order confirmation to KS within a period of 3 days. This is to be sent via e-mail to einkauf@ksengineers.com.
3. If the Supplier sends a timely order confirmation, or if the order is not rejected in writing within a previously specified period, or if the Supplier starts the corresponding fulfilment activities without prior feedback, the order shall be deemed to have been accepted in the respective form and a legally effective contract shall thus have been concluded between the Parties.
4. The Supplier confirms that, for his part, only sufficiently authorised persons shall be involved in the order processing and execution and that only such persons shall be able to make legally binding declarations for the Supplier.
5. The order number must always be indicated in the Supplier's correspondence with KS.
6. KS shall reserve the right at any time to demand the interruption of the further execution of the order ("suspension") or to withdraw from the contract in whole or in part ("cancellation") even if the Supplier is not at fault.
7. In the event of a suspension for a period of more than 6 months, the Supplier may, as of the 7th month, request compensation for the costs actually incurred by him but not for the loss of profits. In the event of any other loss of claim, the Supplier shall have to present in detail the costs resulting from the delay and assert them within a reasonable period of time for the reimbursement of costs.
8. In the event of cancellation, the Supplier shall be entitled to invoice the services/goods that have been demonstrably provided up to the date of withdrawal. In this context, however, the Supplier may not offset the lost profit nor additional expenses incurred voluntarily.

IV. Payment

1. Payment shall be made in the context of the respective agreed objectives. If no separate agreement has been reached, the following terms shall apply: 14 days 3% discount or 30 days net. The period shall begin upon receipt of the contractual service and receipt of a proper verifiable invoice. If, in addition to the actual goods or service, acceptance documents, material certificates or other documents are to be provided by the Supplier, the due date of the invoice shall only occur upon full receipt of these documents by KS. In the case of work to be performed by the Supplier, his invoice shall only be due once the work has been accepted in writing by KS. In the event of acceptance of premature deliveries, the due date shall be the agreed delivery date.
2. For each agreed advance payment as of an amount of €20,000 net, the Supplier must provide to KS an unlimited bank guarantee from a first-class European bank (EEA) in the amount of the payment.
3. Payments shall be made by KS via bank transfer to the recipient bank indicated on the invoice. All invoices must contain the necessary bank details, including IBAN and BIC.
4. The Contracting Parties agree that all payment obligations arising from the contract shall be in EURO on the basis of the conversion rate applicable on the day of payment.
5. The Supplier shall not be entitled to assign his claims against KS or to have his claims collected by third parties without the prior written consent of KS.
6. KS shall be entitled to offset against open claims against the Supplier if they are already due.
7. After the dispatch of the goods, invoices which include the order number are to be sent by post to the invoice address specified in the order. Electronic invoice transmission shall not be permitted. Copies of invoices and partial invoices shall be marked as such. Invoice amounts relating to deviations from performance and/or unpredictable additional work are to be shown separately and documented in detail.
8. The sequence of the items on the delivery note and invoice must match the sequence of the order, and the item texts must be relatable to the item texts of the order.

9. All invoices must comply with the formal requirements of Section 11 Austrian Value Added Tax Act (UStG) for the issuance of invoices.
10. Invoices which have formal legal, factual or accounting defects or errors shall not give rise to the due date of payment until the correction is agreed with KS and they can be returned by KS within the payment period. In this case, the payment period shall only start upon receipt of the corrected invoice.
11. In the event of performance disruptions, KS shall be entitled to withhold the payment in its entirety until proper fulfillment, without loss of rebates, discounts or similar preferential terms of payment.
12. Under no circumstances shall the payment be deemed an acknowledgement that a product or service is correct or free from defects. Thus, no waiver of claims under private law can be derived from it.
13. The place of payment shall be Graz, Austria. The invoices shall be deemed to have been paid upon the date debited from the account of Kristl, Seibt & Co GmbH (KS).

V. Packaging / Shipping / Proof of origin

1. The Supplier must bear the shipping or delivery costs. Unless other agreements have been made, the form of packaging shall be selected independently by the Supplier, while taking into account the specific requirements of the item to be delivered and the packaging specifications issued by KS.
2. The packaging must be selected in such a manner that it precludes any type of damage and corrosion of the delivery item during transport and enables storage for a period of at least 6 months under normal storage conditions without damage.
3. The marking, packaging, labelling, identification, processing and inclusion of operating instructions (OEM product) of the ordered delivery items must be carried out in accordance with the specifications of KS or, in the absence of such, according to transport practice. Furthermore, the choice of transport company and the mode of transport must correspond to transport practice.
4. The delivery note must contain at least the following information on the delivery item: order number, information about the quantity delivered, designation and part number incl. change index.
5. The Supplier shall be obliged to compensate KS for the consequences of any additional expenses caused by the Supplier's non-compliance with any of the provisions described above.
6. If the application of specific Incoterms (in the current version) has been agreed between the Supplier and KS, these provisions shall apply to the contractual relationship with primary priority. If the Supplier refers generally to the provisions of Incoterms, but no specific agreement was made in this regard, the transaction shall be deemed to have been concluded in accordance with the DAP term in the EEA, and in accordance with the DDP term in the case of third-country transactions.
7. For deliveries from preferential countries, the Supplier must attach the proof of preference for each delivery. The long-term supplier declaration in accordance with Council Regulation (EC) No. 1207/2001 must be submitted once a year.
8. KS must be notified promptly and without having to ask with respect to the customs origin for newly added delivery items or for a change of origin for these. The Supplier shall be liable for all disadvantages which arise for KS as a result of a supplier declaration that is incorrect or delayed.
9. Furthermore, the supplier must ensure that the proof of origin or a long-term supplier's declaration is available in a legally valid manner for every delivery which can be designated by KS in advance or subsequently as a third country delivery. These must be sent to KS without being asked to do so.

VI. Transfer of risk

1. If the application of the DAP or DDP Incoterms has been contractually excluded, the transfer of risk and the transfer of ownership of the products or services to be provided by the Supplier shall take place only upon complete acceptance by KS at the place of performance. Partial deliveries and partial services or the commissioning or use of partial deliveries and partial services, even if these have been contractually agreed, shall not constitute a transfer of risk.

VII. Scope of delivery and services

1. The Supplier shall be obliged to fulfil the agreed scope of delivery and services (including complete documentation in accordance with these General Terms and Conditions of Purchase or the contractual agreements) properly, at the agreed time, in full and at the agreed, fixed flat rate (guaranteed maximum price, reductions and savings shall be settled in favour of KS).

2. In order to fulfil the agreed scope of delivery and services, the related obligations and, in particular, to ensure smooth order processing, flawless and swift assembly/commissioning as well as flawless industrial operations, the Supplier shall be obliged, among other things, to carefully check the content of the supporting documentation and the technical specifications of the order for completeness, suitability and accuracy and to promptly alert KS to any obvious problems in this context. In addition, the Supplier shall be obliged to find out about the specific locations, installation and operating conditions at the place of use/assembly of the products/services to such an extent that the functionality and performance of the products/services for the identifiable purpose of use shall be ensured under the given conditions. In this respect, KS shall provide the Supplier access to the relevant locations/parts of the business premises to an appropriate extent and within normal office hours upon receipt of a timely prior request.
3. In fulfilling the agreed scope of delivery and services, the Supplier must also comply with all legal rules/regulations applicable at the place of performance, the state of the art, as well as the technical standards applicable to the respective scope of delivery and services, as a minimum requirement. This shall not affect additional contractual agreements with regard to technical specifications and execution standards.
4. The complete fulfilment of the agreed scope of delivery and services shall include in particular the effective transfer of unrestricted, unencumbered ownership of the delivery to KS and the transfer of unrestricted control over all parts, including all documents/documentation necessary or additionally agreed for commissioning, long-term operation and continuous maintenance/servicing.

VIII. Delivery dates and deadlines / Delivery quantities

1. The delivery address specified in the order as well as the agreed delivery dates, periods and quantities shall be binding. Advance or partial deliveries, as well as the delivery or performance of excess or reduced quantities, shall only be permitted with the prior written consent of KS.
2. The decisive factor for compliance with the delivery date or the delivery period shall be the receipt of the products by KS or the place of performance specified in the order.
3. Deliveries shall be made in accordance with DAP or DDP (latest version of Incoterms) while taking into account the usual transport time. The Supplier shall provide the products in such a manner that their timely receipt by KS or a third party is ensured. This obligation shall also include the timely provision for collection of the products by a parcel service/carrier at a time specified by the carrier.
4. The agreed delivery dates shall be deemed binding and must be complied with without deviation. This shall give rise to the Supplier's obligation to ensure by all means at his disposal that the parcel service/carrier commissioned by him complies with the agreed delivery date. The Supplier shall bear any additional costs resulting from special services provided by the transport company.
5. Deliveries before the agreed date shall only be permitted by mutual agreement. KS shall be entitled to return deliveries that have arrived before the agreed date and have not been notified in advance, or which exceed the agreed quantities, at the expense and risk of the Supplier, or to charge him reasonable warehousing costs.
6. The Supplier shall be obliged to determine a safety stock level of goods, which he shall have to maintain in his own warehouses at his own expense and risk.
7. The Supplier shall be obliged to maintain an appropriate downtime strategy for his production facilities and plants in order to be able to ensure timely deliveries to KS in the event of an incident.
8. Appropriate spare parts for deliveries ordered by KS from the Supplier shall continue to be produced by the latter at the request of KS for a period of at least 10 years after project completion. The Supplier shall be prohibited from supplying companies other than KS with these spare parts manufactured and maintained in stock. These spare parts must be stored by the Supplier. The manufacturing equipment required for the manufacturing of spare parts must also be stored and maintained by the Supplier, even if this is not or no longer required by the Supplier in the meantime for work orders.

VIX. Changes

1. KS may at any time request changes to the delivery item with regard to design, process and execution which, if it is reasonable for the Supplier, must be promptly implemented by the Supplier. The impact, in particular with regard to additional or reduced costs, must be regulated appropriately by mutual agreement.

2. The Supplier shall be obliged to make changes on a date specified by KS. In this case, KS shall assume the costs for the not yet modified but completed delivery items as well as associated semi-finished products and raw materials. However, this assumption of costs shall occur solely to the extent of the production and material release declared binding in the supply contract and only if these stocks cannot be otherwise used by the Supplier. The Supplier shall be required to take all precautions in order to produce only to the necessary and proportionate extent.
3. The Supplier shall only be able to claim substantiation of changes, additions and supplements/increases to orders if they have been expressly commissioned or confirmed in writing by the responsible KS Purchasing department. In the event that changes, additions and/or supplements/increases are commissioned from the Supplier via other channels or by another department, and/or if it is not unequivocally obvious that they have been made in consultation with the responsible KS Purchasing department, the Supplier shall be obliged in any case to promptly inform the responsible KS Purchasing department in writing and to obtain written confirmation in this regard. Otherwise, such amendments, additions and supplements/increases shall be deemed to not have been agreed in a legally binding manner. In this case, all resulting costs and disadvantages shall be borne by the Supplier.
4. KS must be promptly informed by the Supplier with respect to changes to OEM products. KS shall reserve the right to continue purchasing the current OEM product.

X. Free-issue materials

1. Material, substances, containers, special packaging, tools, measuring equipment or the like (free-issue materials) provided by KS shall remain the property of KS.
2. When free-issue materials are processed, combined or mixed, KS shall become co-owner of the new product in proportion to the value of the free-issue material. The Supplier shall not be entitled to a right of retention for whatever reason in respect of the free-issue materials.

XI. Documentation

1. Unless otherwise agreed, documents/documentation must be provided in German.
2. If there are contractual or commercial documentation obligations for delivery items/services, the Supplier must keep the relevant records and retain the inspection documents/documentation for 10 years after the last delivery has been made. If necessary, the Supplier shall submit them to KS within a period of 14 days upon request.
3. Longer retention periods can also be contractually agreed upon if required. The aforementioned obligations shall be applied to any subcontractors and sub-suppliers.
4. The Supplier shall make all certificates corresponding to the declaration of conformity available for inspection and filing by KS and shall promptly inform KS of any changes in this regard.
5. The traceability of quality-relevant products must be proven by the supplier without gaps down to the raw material, documented so that it can be viewed at any time and, if requested by KS, made available with every delivery (e.g. 3-D measurement data).
6. The declaration of conformity shall indicate the manufacturer, the identification of the product as well as a declaration, the (signed) approval and classification of said, information on the conformity procedure and certificate number of the auditor.
7. Upon request, the Supplier shall submit drawings and other design documents for direct and indirect products/services, as well as all detailed information in accordance with the order, to KS within a reasonable period of time.
8. If the delivered goods do not correspond to the associated documentation or the agreements formulated in the order, the resulting costs shall be invoiced by KS to the Supplier. The minimum flat fee shall be EUR 75 as compensation for documentation expenses.

XII. Quality

1. The Supplier shall be required to establish quality management in accordance with ISO 9001 in his company. If this has not yet been established, it must be pursued in the foreseeable future, and the needs it is aimed at must be covered in the meantime by similar management systems.
2. The Supplier shall also be required to submit certifications in accordance with ISO 14001 (Environmental Management System) and ISO 45001 (Occupational Health and Safety Management) to KS.
3. All products must comply with the fundamental requirements of Directive 2006/42/EC. Purchased OEM products must be identical to the products certified by the Supplier.
4. For the development, manufacture and delivery of his goods, the Supplier shall comply with the recognised rules of sound

engineering practice as well as the specific requirements and regulations imposed by KS and shall be obliged to comply with any legal regulations that apply in the country of manufacture and the customer country and to which the delivered product is subject in accordance with the respective latest status of these regulations.

5. The Supplier agrees to a review of his quality management system and of the respective relevant manufacturing and test procedures to be performed by KS, or by a third party authorised by KS (e.g. KS customer), by means of QM system audits and/or process audits conducted after timely prior notification.
6. The Supplier shall be responsible for ensuring that any subcontractors and sub-suppliers also act in accordance with the aforementioned principles and rules. The Contracting Parties agree that the Supplier must inform KS in writing as to which subcontractor he intends to appoint for which orders/parts of orders before appointing such a subcontractor. KS may prohibit the appointment in writing within 5 working days. If there is no objection by KS, the subcontractor's appointment shall be deemed to have been approved.

XIII. Legal requirements

1. The Supplier must fully comply with all labour law regulations applicable to the manufacture of his products and deliveries, in particular the provisions on employee protection and the provisions against wage and social dumping, and act exclusively in accordance with human rights.
2. All products and deliveries must comply with the applicable environmental protection regulations.
3. For materials and objects which, due to their nature, properties or condition, may pose risks to human life and health, risks to the environment and to the damage-free nature of objects, and which must thus be subject to special treatment in relation to packaging, transport, storage, handling and waste disposal, the Supplier must provide KS with a safety data sheet or TREM card in accordance with the applicable legal regulations.
4. The Supplier shall guarantee the unambiguous labelling of his products and services if they have safety-relevant or environment-relevant properties. They must be clearly identified by international hazard identification as well as by notices in German.
5. The Supplier must also transfer the aforementioned obligations to his suppliers and must purchase goods or services solely from such partners who act completely in accordance with human rights, environmental and labour law.

XIV. Delay in delivery

1. In the event of non-compliance with the agreed delivery date, KS shall charge the Supplier 1% of the total order volume per commenced day of delay (calendar day).
2. If it is apparent to the Supplier that he shall be unable to meet the agreed delivery deadlines or delivery dates, he must promptly notify KS in writing, stating the expected delay period.
3. The Supplier must take all appropriate measures at his own expense in order to keep delays as short as possible. KS must be promptly notified in writing of the intended measures. This shall not affect the responsibility of the Supplier for the timely performance of the contract.
4. If the Supplier is in default with the fulfilment of his contractual obligations, KS shall have the right to withdraw from the contract in whole or in part, subject to a reasonable grace period. Upon receipt of the declaration of withdrawal within the Supplier's domain, a debt-discharging performance/delivery by the Supplier shall no longer be possible. If KS exercises the right of withdrawal, payments already received for delayed deliveries/services are to be transferred back to KS without solicitation within a period of 14 days from receipt of the declaration of withdrawal, in each case in full or according to the extent of the partial withdrawal. If KS has already made payments in advance with regard to the actually intended duration of the contractual relationship, these are also to be transferred back to KS without solicitation, in compliance with the aforementioned terms.
5. In the event of culpable delay, the Supplier shall be obliged to reimburse the resulting damages and additional costs. In this context, all costs for the means necessary to achieve the purpose of the contract shall be subsumed under additional costs. The means are not only materials, expertise and information, but also costs for personnel and external service providers/providers of work.
6. Furthermore, the Supplier shall reimburse the lost profit of KS as well as all costs incurred by KS as a result of damages or contractual penalties to which KS was obliged due to breaches of contract with respect to third parties, which originated in the Supplier's culpable delay in delivery.

XV. Notice of defects

1. All deliveries shall be deemed to be "with reservation" with regard to their freedom from defects. KS is under no obligation whatsoever to check the information provided by the supplier beyond the quantity identity check.
2. KS shall notify the Supplier within a reasonable period of time of defects in a delivery as soon as they have been established in the course of ordinary business processes. In this respect, the Supplier shall not be entitled to the objection of late notification of defects.
3. Moreover, the goods receipt inspection at KS is only an additional, non-compulsory quality assurance measure by means of which the required quality is audited. The Supplier shall thus be solely and fully responsible for the impeccable and documentation-compliant quality of his products and thus expressly waives the objection of the omitted or improperly performed notification of defects.

XVI. Complaints

1. If a complaint occurs, it must be promptly handled by the Supplier as soon as he has been notified of it by KS. The Supplier shall be obliged to use a 4-D report system for the purpose of long-term fault elimination.
2. Without exception, complaints must be processed according to the steps specified below. Complaints must be addressed by KS in writing to the Supplier. The Supplier must inform KS of the relevant departments or contact persons in his company who are responsible for reliable and smooth handling of complaints. They must promptly confirm receipt of a complaint to KS in writing.
3. Subsequently, the Supplier shall be obliged to submit a comprehensive complaint response to KS within 48 hours. In addition to a 4-D report, this must also include the further procedure for rectifying defects. If the planned procedure results in a disadvantage for KS, or if this involves a disproportionate or unreasonable effort for KS, KS shall be entitled to demand a new complaint response, including plans for rectifying the defect, from the Supplier within a period of 3 days. With the written consent of KS, the Supplier must then rectify the defect in accordance with this response.
4. The further handling of the complaint shall be derived from the point Warranty.
5. The complaint shall be regarded as a notification of defects.
6. For each legitimate complaint, KS shall charge the Supplier a handling fee of EUR 75.00. The Supplier shall be obliged to pay this fee to KS within a period of 14 days from receipt of the invoice.

XVII. Warranty

1. The Supplier guarantees the freedom from defects, both with regard to material defects and defects of title of his products and services. The warranty period shall be at least 3 years for defects in movable and immovable property. The period shall commence with the handover to KS. If a defect relates to the guaranteed material properties of the product, it can still be claimed even if the defect becomes known only after the actual warranty period has expired.
2. The absence of defects must be proven by the Supplier during the entire warranty period.
3. In the case of delivery of defective goods, the Supplier must be given the opportunity to improve or replace the respective item in accordance with the provisions of the above complaint regulations before the start of production (processing or installation). The improvement or replacement shall be made within a reasonable period of time specified by KS and with as little inconvenience as possible for KS.
4. The Supplier must perform the improvement and/or replacement activities at a location designated by KS. All related costs shall be borne by the Supplier on the basis of his warranty obligation.
5. If a replacement or an improvement of the defective product is not possible, is disproportionate compared to the value of the product or involves unreasonable inconvenience for KS, KS may promptly claim a warranty remedy in the form of a price reduction, or if it is not a minor defect, the warranty remedy of rescission of contract.
6. KS shall also be entitled to such a change to the secondary warranty remedies if the Supplier refuses, does not carry out or is unable to carry out the primary warranty remedies within a period of 4 weeks from notification of defects.
7. In urgent cases or in the event of the incorrect rectification of defects, KS shall be entitled to carry out the rectification itself or have it carried out by a third party without setting a grace period, but after consultation with the Supplier. The Supplier shall bear any resulting costs.
8. In the event of a defective delivery, KS shall have a right of retention vis-à-vis the Supplier with respect to the payment to be provided by KS, as well as to the delivery already received.

An early return of the defective delivery by KS shall take place only in the event that a shipment of the defective delivery is necessary for the performance of the warranty obligation by the Supplier. In all other cases, an immediate return of the delivery or payment of the agreed fee shall take place from notification of the rectification of defects by the Supplier. However, the return shall be at the expense and risk of the Supplier in any case.

9. If the relevant defect is a hidden defect and thus only becomes apparent after use/installation etc. of the delivery, the present warranty provisions shall fully apply mutatis mutandis. The objection of late notification of defects shall thus be excluded by the Parties in the present case.
10. In the event of a subsequent identification in the above sense, the Supplier shall also pay for the consequential damages caused by the defect. These include, in particular, but not solely, the cost of assembling and disassembling components required for the elimination of the defect as well as for the repairs to other parts/objects made necessary by the defect. The cost calculation for this shall be based on the respective applicable cost rate of KS or on the cost rates applicable on the different markets.
11. In the event that defects are detected in the course of random checks of the products/services or their individual parts, KS reserves the right to assert warranty claims with regard to the entire delivery/performance of the respective contractual relationship, or, inasmuch as the corresponding legal requirements to do so are fulfilled, to withdraw from the entire contract and assert further claims for damages against the Supplier.
12. In all cases in accordance with points 1 to 4, the Supplier shall also bear, against receipts, the costs incurred by KS, e.g. for special measures.
13. In the event of a rectification of defects by the Supplier, the warranty period shall start afresh for the defective and subsequently newly replaced/improved product.

XVIII. Expiry by lapse of time

1. In the case of a contract concluded on a temporary basis, this shall automatically end with the expiration of time and without any further intervention by the Contracting Parties. An automatic contract extension shall thus not be possible. This shall require the written agreement between the Contracting Parties in order to be effective.

XIX. Ordinary termination

1. The contract may be terminated by the Contracting Parties by registered notice on 31 December each year, subject to a six-month notice period, without giving reasons. Sending a cancellation by e-mail shall not be permitted. A verbal termination shall be required in writing in order to come into effect.

XX. Right of extraordinary termination

1. In the event of a breach of duty by the Supplier, which has not been remedied by the Supplier despite a written warning within the time limit set for this purpose, or if this makes it unreasonable for KS to maintain the contractual relationship due to the resulting breach of trust, as well as for the occurrence of a serious change in relationship, which corresponds in its extent to frustration of contract, KS shall have an extraordinary right of termination with regard to the contractual relationship in question. A serious change in the relationship includes, among other things, the subsequent obstruction of the provision of services, even if their provision would still be possible in principle.
2. The contractual relationship shall be terminated immediately upon receipt of the notice of extraordinary termination, to the exclusion of a contractual notice period. The contractual relationship shall be rescinded ex nunc. Thus, from the date of termination, KS shall not be subject to any obligations for payment or to acceptance of deliveries for orders which have already been placed. In the event of a delivery that has not yet been made, the payments already made by KS at the time of termination shall be reversed within a period of 14 days from receipt of termination by the Supplier.

XXI. Compensation for damages and product liability

1. The Supplier shall be obliged to insure himself with regard to damages and product liability cases up to at least three times the total order volume.
2. Within the scope of the statutory provisions, the Supplier shall be liable for damage caused by him or by persons (employees) for whom he is accountable, for liability cases within the meaning of the Austrian Product Liability act (PHG) and for breaches of pre-contractual protective duties and due diligence obligations.



3. The Supplier shall also be liable for his subcontractors and suppliers.
4. The Supplier shall not only be liable for intentional or grossly negligent damage caused by the aforementioned group of persons, but also for damage caused by slight negligence.
5. Restrictions on liability, which would lead to a disadvantage compared to the statutory regulations, shall be expressly excluded.
6. Insofar as third-party claims are made against KS within the framework of national/international product liability laws due to faulty deliveries by the Supplier, the Supplier shall indemnify and hold KS completely harmless in this regard. The same shall also apply to any third-party claims against KS due to damage caused by the Supplier or by persons for whom he is liable.

XXII. Right to separate satisfaction

1. If insolvency proceedings are filed or subsequently opened against the Supplier's assets, KS shall have a right of separation with regard to deliveries for which payment has already been made and which are still within the supplier's sphere of disposal.

XXIII. Confidentiality

1. The Supplier undertakes to treat confidentially all commercial and technical information which is not known to the public, as well as documents of which he becomes aware as a result of the business relationship with KS about the KS company or the companies of its customers, and to sign and comply with the confidentiality agreement submitted by KS.

XXIV. Intellectual property rights

1. The Supplier undertakes to provide products or services free of third-party intellectual property rights. The Supplier shall be liable for the fact that the intellectual property rights of third parties are not violated, particularly in the execution of the contract or when using the delivery item. If the Supplier violates the aforementioned obligation and if a third party breach of intellectual property rights occurs, the Supplier shall indemnify and hold KS completely harmless with regard to any claims.
2. The Contracting Parties undertake to inform each other immediately of any known risks of infringement and alleged violations and to give each other the opportunity to counteract such claims.
3. The Supplier grants KS the right, free of charge, to use intellectual property rights, which were used by the Supplier in the performance of the contract, when using the products/service.
4. All drawings, planning documents and sketches which were customised by the Supplier in the context of the performance of the contract for KS are to be handed over to KS and shall become the exclusive property of KS upon handover. These services have already been taken into account in purchase pricing.
5. The contents resulting from the documentation, documents, drawings, as well as from all other materials and information provided to the Supplier for the performance of the delivery, shall remain the intellectual property of KS. The Supplier shall be prohibited from reproducing or storing them without the written consent of KS. The Supplier shall be obliged to return all documents without being asked to do so upon fulfilment of his obligations or within a period of 5 days at the request of KS.
6. If new expertise with respect to technology or science arises within the framework of the cooperation, the Supplier shall not have any claims in this regard. The Supplier must promptly inform KS of such a discovery and hand over all relevant documents to KS as their intellectual owner.

XXV. Force majeure

1. Force majeure means external unforeseeable events that cannot be averted by reasonable measures, such as unrest, pandemics or official measures. The non-compliance with the specifications/delivery dates by pre-suppliers or transport companies, as well as the failure of a part, shall not constitute a force majeure event.
2. In order to assert the existence of force majeure against KS as the grounds of an excuse, the Supplier must report the event in writing immediately, but no later than 3 days from the time it became known, and prove it. In addition to comprehensive information on the respective event, the evidence must also contain its origin and likely effects, as well as the specific date when it became known.
3. Where such proof of force majeure can be provided by the Supplier, it shall release the Supplier for the duration of its effect from those contractual obligations whose performance have become impossible or impracticable as a result of the event.
4. If a case of force majeure makes the timely fulfilment of a contractual obligation impossible, or delays it by more than four

weeks, KS shall have the right to terminate the contract in writing.

XXVI. Data protection

1. With regard to all data provided by KS, provided that this falls within the scope of the GDPR, the Swiss Federal Act on Data Protection (DSG) or any other European or national legal basis, the Supplier undertakes to comply fully with the relevant legal data protection regulations. Additional requirements and details shall be defined on a project-by-project basis if necessary.
2. A transfer of data to third parties shall only be permitted after obtaining the written consent of KS.
3. The Supplier expressly acknowledges and agrees that KS processes personal data, which is necessary for the initiation and processing of contractual relationships as well as for the maintenance of business relationships, and to the extent necessary for the achievement of the aforementioned purposes, sends it to everyone involved at KS worldwide or to third parties involved in the performance of the contract.

XXVII. Place of performance, applicable law and place of jurisdiction

1. The place of performance for all contracts between KS and the Supplier shall be the KS branch or a different delivery address specified by KS. It thus involves a Supplier's obligation to be discharged at the creditor's domicile.
2. Austrian law shall apply to all contracts between KS and the Supplier, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and of the provisions of the Private International Law Act (IPRG).
3. The Contracting Parties agree that the materially competent court in Graz shall have jurisdiction for all legal disputes resulting from this Agreement.

XXVIII. Severability clause

1. If any present or future provisions of this Agreement are not legally effective or are unenforceable in whole or in part, or if they become invalid or unenforceable at a later date, this shall not affect the validity of the remaining provisions of this Agreement. The invalid provision shall be replaced with a valid provision which most closely corresponds to the underlying purpose of the invalid provision.

XXIX. Non-discrimination principle

1. If, in the course of this contractual relationship, delivery terms are also submitted to KS by the Supplier, they shall only be legally effective provided that they do not place KS at a disadvantage with regard to the present Agreement which must be fulfilled by the Supplier.

XXX. Confirmation of authorisation

1. The undersigned confirms with his/her signature that he/she has been instructed and authorised to act as legal representative for and sign documents on behalf of the Supplier.

Place, Date Signature of the Supplier