

GENERAL TERMS AND CONDITIONS OF PURCHASE

OF GINZINGER ELECTRONIC SYSTEMS GMBH

STATUS: JULI 2024

1 / SCOPE

1.1 / All orders and purchasing transactions of GINZINGER ELECTRONIC SYSTEMS GMBH, A-4952 Weng im Innkreis, Gewerbegebiet Pirath 16, FN 364958d, (hereinafter referred to as "GINZINGER") are made exclusively on the basis of these General Terms and Conditions of Purchase (hereinafter referred to as "GTC") in their respective version. These GTC also apply to all future similar transactions without the need for their validity to be separately agreed in each case.

1.2 / Contractual conditions that contradict these GTC, particularly the terms and conditions of the contractor (hereinafter referred to as "CONTRACTOR"), are always deemed excluded.

1.3 / Deviations from these GTC require prior written consent from GINZINGER to be legally binding.

2 / ORDERS

2.1 / Orders placed by GINZINGER must be in writing to be legally valid. In the event of a binding offer from the CONTRACTOR, the contract between GINZINGER and the CONTRACTOR is concluded upon the order being placed by GINZINGER. In all other cases, the contract is concluded upon receipt of a corresponding order confirmation from the CONTRACTOR within the following regulations. Orders from GINZINGER must be confirmed in writing by the CONTRACTOR using GINZINGER's templates within 5 working days of sending the order to GINZINGER, or (unless a binding offer has already been made) rejected by the CONTRACTOR within the same period. Until the actual receipt of an unconditional order confirmation or within this 5-day period, GINZINGER is entitled to withdraw the order without giving any reasons and without incurring costs. The CONTRACTOR must be immediately informed of this by GINZINGER. GINZINGER reserves the right to reject order confirmations re-

ceived after the expiration of the 5-day period. If the CONTRACTOR does not explicitly reject the order within the mentioned 5-day period or visibly begins execution activities for GINZINGER, the order from GINZINGER, including these GTC, is considered fully accepted, and the contract is thus concluded, unless GINZINGER exercises its above-mentioned right of rejection. Changes, additions, and amendments to the order can only be claimed by the CONTRACTOR if they are expressly commissioned in writing by the responsible purchasing department of GINZINGER or confirmed in writing. If changes, additions, or amendments are commissioned through other means or by other departments within GINZINGER, and it is not unequivocally clear that they have been coordinated with GINZINGER's responsible purchasing department, the CONTRACTOR is in any case obliged to inform the responsible purchasing department of GINZINGER immediately in writing and to obtain written confirmation. Otherwise, GINZINGER is entitled to consider such changes, additions, and amendments as not legally binding. In this case, all costs and disadvantages arising therefrom shall be borne by the CONTRACTOR. The CONTRACTOR confirms that only sufficiently authorized persons will be deployed in order processing and contract execution who are authorized to make legally binding declarations on behalf of the CONTRACTOR.

2.2 / Offers from the CONTRACTOR are binding for a period of four weeks from receipt by GINZINGER.

2.3 / The order also includes all necessary ancillary, auxiliary, and additional deliveries and services, including the required training, delivery of German-language operating instructions, and technical documentation, which are covered by the agreed prices.

2.4 / The CONTRACTOR is obliged to review the inquiries, documents, information, and orders provided by GINZINGER for any ambiguities or incompleteness and to ensure that the subject of the order is suitable for the intended purpose. The CONTRACTOR must immediately notify GINZINGER in writing of

any recognizable defects and concerns. Furthermore, the CONTRACTOR must provide suggestions or advice for remedy or improvement within a reasonable period without additional payment.

3 / COMPETENCIES

3.1 / The CONTRACTOR guarantees to possess all the prerequisites necessary for executing the order, such as sufficiently trained personnel, technical equipment, industrial property rights, know-how, etc.

3.2 / The CONTRACTOR further guarantees to have all required official and other permits, approvals, authorizations, and/or licenses necessary for executing the order, whether of public or private law nature.

4 / ORDER CONFIRMATION

4.1 / The CONTRACTOR must confirm orders in writing. However, written confirmation is not a prerequisite for the conclusion of a binding order on the part of the CONTRACTOR.

5 / RESERVATION OF RIGHTS / UTILIZATION AND EXPLOITATION RIGHTS

5.1 / If materials, substances, tools, samples, or other items are provided by GINZINGER for the fulfillment of the contract, these remain the sole property of GINZINGER, even in the event of processing. Any disposition restricting GINZINGER's ownership is inadmissible.

5.2 / The CONTRACTOR is obliged to visibly indicate GINZINGER's ownership rights to third parties at any time in whatever form.

5.3 / The CONTRACTOR is obliged to handle and store such provided materials, substances, tools, samples, and/or other items with care.

5.4 / Upon request by GINZINGER, the CONTRACTOR is obliged to return the provided materials, substances, tools, samples, and/or other items, including workpieces produced by the CONTRACTOR; this applies in particular if insolvency proceedings are opened against the CONTRACTOR or not opened due to a lack of sufficient assets, or if GINZINGER withdraws from the contract.

5.5 / The CONTRACTOR must immediately notify GINZINGER in writing of any events affecting GINZINGER's property, such as seizure, confiscation, or claims by third parties. The CONTRACTOR must take all necessary judicial and extrajudicial measures to protect GINZINGER's property rights at its own cost and risk.

5.6 / Upon GINZINGER's request, the CONTRACTOR is obliged to provide an initial sample for inspection purposes, particularly for checking before acceptance.

5.7 / All rights of GINZINGER to copyrighted or otherwise protectable works, documents such as drawings, plans, and samples of any kind, know-how, patterns, patents, etc., remain intellectual property of GINZINGER even in the event of processing. Such works, documents, know-how, samples, patents, etc., may not be made accessible to third parties or granted for their use without the written consent of GINZINGER.

5.8 / The CONTRACTOR shall indemnify and hold GINZINGER harmless from all claims arising from patent, trademark, design, semiconductor protection, and/or copyright disputes related to the contractual use.

6 / ORDERS / DELIVERY DELAYS

6.1 / All deliveries, services, and packaging must have the agreed properties. They are considered conforming to the contract only if all required documents are

enclosed. Otherwise, GINZINGER is entitled to return the delivered goods at the CONTRACTOR's cost and risk or to store them.

6.2 / The CONTRACTOR must comply with all applicable EU standards, particularly all import/export laws and regulations.

6.3 / Upon GINZINGER's request, the CONTRACTOR must provide proof of the origin of the delivered products and make all necessary documents and evidence available.

6.4 / The delivery date specified in the order (date of receipt at GINZINGER) is binding. Advance or partial deliveries require GINZINGER's consent. Excess deliveries beyond the ordered quantity may, at GINZINGER's discretion, be retained or returned at the CONTRACTOR's cost and risk.

6.5 / Performance must be provided during GINZINGER's usual business hours at the CONTRACTOR's cost and risk.

6.6 / Delivery is to be made to the location specified in the order. If an exception is made and different delivery conditions are agreed upon in writing, GINZINGER's transportation instructions must be strictly followed.

6.7 / Shipments must be packed in a manner that protects the goods from damage typically expected during transport.

6.8 / Deliveries must include a delivery note, containing the position number, order number, material number (if stated in the order), the exact material designation, and the exact quantity. Without the necessary delivery documents, GINZINGER is entitled to refuse acceptance of the delivery.

6.9 / If the CONTRACTOR is in default of its contractual obligations (especially regarding agreed delivery and performance deadlines/dates), GINZINGER is

entitled, without prejudice to further claims, to set a grace period of 14 working days. After this period, GINZINGER may withdraw from the contract in whole or in part, claim compensation for damages incurred, and arrange for the necessary substitute services at the CONTRACTOR's cost and risk, either through third parties or by self-execution. The CONTRACTOR is obliged to provide any necessary materials, information, documentation (including workshop drawings and calculations), and usage rights free of charge to facilitate the execution of these substitute services.

7 / CANCELLATION / RIGHT OF WITHDRAWAL

7.1 / GINZINGER is entitled to cancel the order at any time before the goods are dispatched. If goods have already been manufactured based on an order according to the individual wishes and specifications of GINZINGER, the CONTRACTOR is entitled to compensation for its reasonably and clearly documented costs, provided that it simultaneously hands over and transfers full ownership to GINZINGER, and insofar as it is impossible to resell the goods elsewhere. Any further claims by the CONTRACTOR, particularly compensation of any kind, are excluded. Further claims by the CONTRACTOR are excluded.

7.2 / In addition to the withdrawal rights explicitly provided for in these GTC, GINZINGER expressly reserves all rights of withdrawal or termination due to law or contract in connection with individual business transactions or ongoing supply relationships with the CONTRACTOR. Furthermore, GINZINGER is particularly entitled to terminate existing contracts with the CONTRACTOR for good cause without any notice period or formalities (e.g., default notices, setting grace periods, etc.), thereby with immediate effect. Good cause includes, among other things, if the CONTRACTOR violates essential obligations (especially contractual obligations), if insolvency or similar proceedings are requested or initiated over the CONTRACTOR's assets, or if the initiation of such proceedings is denied due to insufficient assets. Additionally, a significant change in the ownership structure of the CONTRACTOR, which makes it unreasonable

for GINZINGER to continue the contract for valid reasons (e.g., imminent reputational loss or damage to its image), also constitutes good cause. In the event of withdrawal or termination by GINZINGER, GINZINGER is entitled to all statutory and contractually agreed-upon rights and claims against the CONTRACTOR. Moreover, in the event of a justified withdrawal or termination by GINZINGER, the CONTRACTOR must indemnify and hold GINZINGER harmless.

8 / PRICES / INVOICING / PAYMENT

8.1 / Prices are fixed prices that are not subject to increase. They must be itemized according to the delivery items and services. The correctness of the CONTRACTOR's cost estimates is considered guaranteed

8.2 / All costs, such as transport and packaging costs, fees, charges, or other levies and taxes, are to be borne by the CONTRACTOR. This also applies in cases of warranty claims.

8.3 / Invoices are due for payment within 30 days after complete delivery and proper invoicing, regardless of the start of the statute of limitations. This also applies if partial deliveries have been accepted. Likewise, the discount period only begins after complete delivery and proper invoicing. Payments are considered made on the date GINZINGER's account is debited.

8.4 / If payment is made within 14 days, the CONTRACTOR grants a 3% discount.

8.5 / Invoices are only deemed properly submitted if they include the order number, item number, and date of the order, comply with legal requirements, and are submitted in duplicate to the invoicing department. The CONTRACTOR's invoices must meet all the requirements of § 11 UStG (Austrian VAT Act) as amended, and must include the CONTRACTOR's valid VAT identification

number. The invoices must also show any applicable discounts and rebates. For deliveries within the EU, each invoice must include the statistical goods numbers and the net weight of the delivered goods, and a delivery note must be attached. Electronic invoices must comply with the relevant legal regulations and require GINZINGER's prior consent. GINZINGER reserves the right to reject improperly submitted invoices or electronic invoices without the necessary approval.

8.6 / Payments made by GINZINGER do not constitute recognition of the CONTRACTOR's proper fulfillment of the contract. In particular, no waiver of GINZINGER's rights in relation to warranty claims or damages can be inferred from the payment.

9 / WARRANTY

9.1 / The CONTRACTOR guarantees that the deliveries/services are carried out in accordance with the contract and that, both at the time of handover and throughout the warranty period, they are free from material and legal defects of any kind and possess the customary and especially agreed-upon properties. Statements about the characteristics, condition, or intended use of the ordered goods or services are guaranteed by the CONTRACTOR as an express assurance. Additionally, the CONTRACTOR guarantees that the ordered goods and services are CE-certified, of first-class quality, fully functional, and free from third-party rights or claims, particularly those based on industrial or other intellectual property rights, security, or liens. The burden of proof for the absence of a defect occurring during the warranty period lies with the CONTRACTOR.

9.2 / The warranty period is 24 months from the time the CONTRACTOR has fully complied with all contractual and statutory obligations, and GINZINGER has accepted the deliveries/services without reservation. For hidden defects and legal defects, the warranty period starts at the earliest from the time they become apparent. In the event of an improvement, exchange, repair, or replacement delivery, the warranty period for the respective scope of delivery/service

begins anew after the successful completion of the defect rectification. Moreover, the warranty period for the entire delivery/service scope starts anew if the defect substantially impairs or prevents the functionality or use of the delivery/service. The warranty period is interrupted by any downtimes or non-usability periods caused by the CONTRACTOR due to defects. This applies especially to the time spent on remedying defects.

9.3 / The provisions of §§ 377 and 378 UGB (Austrian Commercial Code) are expressly excluded. Therefore, GINZINGER has no obligation to inspect and notify the CONTRACTOR of defects upon receipt/acceptance of the deliveries/services. If GINZINGER notifies the CONTRACTOR of a defect within the warranty period, it is presumed that the defect existed at the time of transfer to GINZINGER.

9.4 / The CONTRACTOR is obliged to remedy any defects occurring during the warranty period free of charge and within a reasonable time as selected by GINZINGER, either by improvement or by replacement/repair. The CONTRACTOR must take into account GINZINGER's justified interests, particularly regarding production requirements, when remedying defects. Despite the priority of defect rectification or replacement, the remedies of price reduction or contract termination remain at GINZINGER's discretion. In the case of minor defects (costs to remedy less than EUR 10,000.00 per case) or defects that cannot be postponed (imminent danger), GINZINGER is entitled to remedy the defects itself at the CONTRACTOR's cost and risk, or to have them remedied by third parties, without affecting GINZINGER's warranty claims. GINZINGER is obligated to ensure the reasonableness and verifiability of the costs incurred during such defect rectifications.

10 / LIABILITY / JOINT LIABILITY / WITHHOLDING / REFUSAL TO PERFORM

10.1 / The CONTRACTOR is liable within the legal framework (including product liability regulations) for damages caused by the CONTRACTOR (or persons attributable to it). The CONTRACTOR is liable for its subcontractors and suppliers as it is for itself, regardless of their influence on the provision of deliveries/services. No limitations on liability are agreed. If GINZINGER is held liable by third parties due to the CONTRACTOR's defective deliveries within the framework of national/international product liability laws, the CONTRACTOR must indemnify and hold GINZINGER harmless in this regard. The same applies to any claims against GINZINGER due to culpable acts and/or omissions by the CONTRACTOR or persons attributable to it.

10.2 / Liability on the part of GINZINGER and third parties acting on GINZINGER's behalf is excluded for slight negligence.

10.3 / Several CONTRACTORS are jointly and severally liable to GINZINGER.

10.4 / The CONTRACTOR's rights of retention and refusal to perform are excluded, insofar as this does not conflict with mandatory legal provisions. Disagreements do not entitle the CONTRACTOR to withhold or suspend due services.

11 / PROHIBITION OF SET-OFF / ASSIGNMENT PROHIBITION

11.1 / / The CONTRACTOR is not entitled to offset any claims it may have against GINZINGER, regardless of their origin, against GINZINGER's claims, unless these claims have been legally established or expressly recognized by GINZINGER.

11.2 / The CONTRACTOR is not entitled to assign or otherwise dispose of claims against GINZINGER in favor of third parties. Any assignments or other dispositions made in violation of this prohibition are legally invalid.

12 / TERMINATION OF THE BUSINESS RELATIONSHIP

12.1 / Upon termination of the business relationship, the CONTRACTOR is obligated to continue supplying GINZINGER with new or follow-up orders for a period of 24 months. This period begins upon receipt of the written notice stating that the cooperation is terminated.

12.2 / Despite the termination of the business relationship, the CONTRACTOR remains bound by the GTC for the mentioned period and is obligated to promptly address any complaints notified by GINZINGER under its statutory damage compensation and warranty obligations.

13 / CONFIDENTIALITY

13.1 / The CONTRACTOR is obligated to maintain confidentiality regarding all information and data obtained in the course of executing an order and to use this information exclusively for the purpose of fulfilling the contract.

13.2 / The CONTRACTOR must impose this confidentiality obligation on its employees and subcontractors.

13.3 / The confidentiality obligation continues in full even after the contractual relationship ends.

14 / EU CONFORMITY DECLARATION / INSTALLATION DECLARATION

14.1 / The CONTRACTOR guarantees that all its deliveries and services demonstrably and verifiably comply with all applicable EU (EC) directives, harmonized standards, and Austrian law. This also applies to deliveries and services imported from non-European countries. The CONTRACTOR creates all the necessary technical documentation required under the relevant EU (EC) directives and their im-

plementing Austrian regulations, such as hazard analyses, risk assessments, operating instructions, validation documents, manufacturer/installation/conformity declarations, etc., and provides these documents in German immediately upon delivery or service provision to GINZINGER. If necessary, the CONTRACTOR will also provide GINZINGER with all required data for any outstanding CE certifications, as well as all safety-related facilities and measures that must still be met, in writing and in German, along with the delivery or service.

14.2 / In the event of non-compliance with this contractual obligation, the CONTRACTOR is liable for all costs and damages arising in connection with its deliveries/services and must indemnify and hold GINZINGER harmless from all claims, regardless of their legal basis.

15 / MISCELLANEOUS

15.1 / Amendments or additions to these GTC, as well as all notices and declarations, must be made in writing to be legally binding. Transmission via email or fax satisfies the written form requirement. This also applies to any waiver of the written form requirement.

15.2 / The invalidity or unenforceability of individual provisions of these GTC does not affect the validity of the remaining provisions. In such a case, the parties shall agree on provisions that come closest to the economic purpose of the invalid or unenforceable provisions and the intent of the parties.

15.3 / Notices must be addressed to the last written address provided. The CONTRACTOR is obligated to promptly inform GINZINGER in writing of any changes of address. Otherwise, notices sent to the last provided address will be deemed effective. Unless otherwise specified, the date of postal dispatch is decisive for the timely receipt of a notice.

15.4 / The place of performance for all obligations arising from the business relationship is the registered office of GINZINGER in A-4952 Weng im Innkreis.

15.5 / For all disputes arising from or in connection with purchasing transactions, the exclusive jurisdiction of the competent court at the registered office of GINZINGER is agreed. Additionally, GINZINGER reserves the right to sue the CONTRACTOR at its general place of jurisdiction.

15.6 / Austrian substantive law applies exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

15.7 / Any claims of the CONTRACTOR must be asserted in court within one year of their due date, otherwise they will be excluded. The timeliness of the claim is determined by the date of receipt of the initiating document at the court.