

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF ACS International s.r.o.

1 INTRODUCTORY PROVISIONS

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as the "**GTC**") regulate, in accordance with Section 305(1) et seq. of the German Civil Code (*in German: Bürgerliches Gesetzbuch*), as amended (hereinafter referred to as the "**Civil Code**"), the rights and obligations between the contracting parties to the contract, where on one side is the company ACS International s.r.o., ID No.: 01726340, with its registered seat at No. 253, 261 01 Příbram VII, registered in the Commercial Register kept by the Regional Court in Prague, file no. C211025 (hereinafter referred to as the "**Company**"), as the ordering party of the supply, and on the other side the supplier of the supply (hereinafter referred to as the "**Supplier**") (the Company and the Supplier together also the "**Parties**" and each individually a "**Party**").
- 1.2 These contracts shall normally be entered into on the basis of a written order from the Company, which shall be accepted in writing by the Supplier without any additions or variations (the order accepted/concluded in such a manner hereinafter referred to as the "**Order**").
- 1.3 The possibility of accepting an offer with an addition or variation, are excluded.
- 1.4 The period for acceptance of the Order under Clause 1.2 by the Supplier shall be 5 calendar days from the date of delivery of such Order to the Supplier, after which such Order shall expire.
- 1.5 The Order pursuant to Clause 1.2 may be cancelled or amended by the Company until the moment of the conclusion of the Order.
- 1.6 Orders under Clause 1.2 may also be concluded on the basis of a written framework agreement concluded between the Company and the Supplier (hereinafter referred to as the "**Framework Agreement**").
- 1.7 In the event of conflict, the provisions of the Order and/or the Framework Agreement (if concluded) shall prevail over the provisions of these GTC. In the event of conflict, the provisions of the Order shall prevail over the provisions of the Framework Agreement.
- 1.8 If the Supplier refers in its acceptance of the Order pursuant to Clause 1.2 to its own general terms and conditions that contradict these GTC, the Order shall not be deemed concluded.

2 SUBJECT MATTER

- 2.1 Based on and under the conditions set forth in the Order, the Framework Agreement (if concluded) and/or these GTC, the Supplier undertakes to perform for the Company the supply specified in the Order and/or the Framework Agreement (if concluded) (hereinafter referred to as the "**Supply**").
- 2.2 The subject of the Supply is goods, works and/or services.
- 2.3 Based on and under the conditions set forth in the Order, the Framework Agreement (if concluded) and/or these GTC, the Company undertakes to pay the Supplier for the Supply the price specified in the Order and/or the Framework Agreement (if concluded) (the "**Price**").
- 2.4 The Supplier shall, together with the Supply, provide the Company with all documents relating to the Supply, including, where applicable, certificates of quality, instructions, manuals, certificates, warranty cards, attestations, declarations of conformity and any other documentation according to the requirements set out in the applicable legal regulations and relevant technical standards. Unless otherwise agreed in writing by the Parties, all documents shall be provided in English. The Supplier shall be responsible for the quality of the documents submitted and for ensuring that they are faultless, complete and in compliance with the requirements set forth by applicable legal regulations and relevant technical standards. Additional requirements regarding the documents and their delivery may be agreed in the Order and/or the Framework Agreement (if concluded).

3 PRICE AND PAYMENT TERMS

- 3.1 The Price is final and not to be exceeded.
- 3.2 The Price includes all costs of the Supplier associated with the performance of the Supply, including but not limited to all taxes, duties, fees and expenses for any materials, packaging, documentation, transport, insurance, permits and consents, as well as the costs of providing other items and/or activities required or associated with the performance of the Supply.
- 3.3 The Company shall pay the price to the Supplier based on a tax document (invoice) issued by the Supplier. Prices are always stated exclusive of VAT, unless expressly agreed otherwise by the Parties.
- 3.4 The Supplier's entitlement to the Price and to issue of a tax document (invoice) shall arise under the conditions specified in the Order and/or the Framework Agreement (if concluded), otherwise only after the takeover of the Supply by the Company.
- 3.5 The tax document (invoice) issued by the Supplier to the Company must contain all the essentials of a tax document according to the relevant legislation, as well as the Order number and the number of the Framework Agreement (if concluded). Each tax document (invoice) shall be accompanied by a handover protocol and/or delivery note confirming the proper performance of the Supply, signed by the Company or its authorised representative (where such representative may be named/designated in the Order and/or the Framework Agreement).
- 3.6 The Company shall be entitled to return the tax document (invoice) to the Supplier if it lacks the essentials required by the legal regulations, is issued contrary to the Order, the Framework Agreement (if concluded) and/or these GTC, lacks required attachments or contains incorrect or incomplete data. In such a case, the tax document (invoice) shall be considered as not issued, and the due date of the tax document (invoice) shall start anew upon the receipt of the duly corrected tax document (invoice).
- 3.7 The Supplier shall issue and deliver a tax document (invoice) to the Company no later than 10 calendar days from the date of the Supplier's entitlement to payment of the Price, unless otherwise agreed in the Order and/or the Framework Agreement (if concluded).
- 3.8 The due date of the tax document (invoice) is 90 calendar days from the date of its delivery to the Company, unless otherwise agreed in the Order and/or the Framework Agreement (if concluded). If, before the expiry of the period for payment (due date) of the tax document (invoice), a defect is discovered in respect of the Supply, the Price of which has been invoiced by such tax document (invoice), then the period for payment (due date) of such tax document (invoice) shall be extended by the period elapsed from the date of discovery of the defect until the date of complete removal of the defect.
- 3.9 Payment of a tax document (invoice) or part thereof by the Company shall not constitute an acknowledgement that the relevant Supply has been duly and timely performed or of the correctness of the invoiced amount.
- 3.10 If the Price is to be paid in instalments for individual parts of the Supply and/or if part of the Price is to be paid as an advance payment (deposit), the terms of such payment shall be agreed in the Order and/or the Framework Agreement (if concluded); if in such a case a part of the Price and/or the advance payment is to be paid on the basis of a tax document (invoice) issued by the Supplier, the provisions of Clause 3.3, the first sentence of Clause 3.5, Clauses 3.6 to 3.9 shall apply *mutatis mutandis*, and in the case of payment of the Price by instalments for individual parts of the Supply, the provisions of Clause 3.4 and the second sentence of Clause 3.5 shall also apply *mutatis mutandis*, unless otherwise agreed in the Order and/or the Framework Agreement (if concluded).
- 3.11 In the event that the Company reasonably fears that it may become a tax surety for the Supplier (e.g. if the Supplier requests payment to a bank account not disclosed by the tax authority or if the Supplier is designated as an "unreliable payer"), the Company shall be entitled to withhold the portion of the Price corresponding to the potential surety, and, at its discretion, remit such amount to the tax authority. The Supplier shall provide the Company with the necessary cooperation in the Company's dealings with the tax authorities, which shall include, in particular, the duly and timely provision of truthful information and documents, and support to the Company in its dealings with the tax authorities should the tax authorities raise any claim against the Company in respect of its VAT suretyship or any other claim.
- 3.12 The Company's monetary debt to the Supplier shall be deemed fulfilled at the moment the relevant amount is debited from the Company's account to the Supplier's account.

- 3.13 In the event of default by the Company in the payment of any monetary debt owed to the Supplier, the Supplier shall be entitled to contractual default interest at the rate of 5 % per annum.

4 PERFORMANCE OF SUPPLIES

- 4.1 By concluding the Order, the Supplier confirms that it has duly familiarized itself with all relevant information and documents necessary for the duly and timely performance of the Supply and considers such information and documents to be accurate, complete and sufficient for the proper execution of the Supply.
- 4.2 By concluding the Order, the Supplier also confirms that it has the necessary qualifications, knowledge and all required authorisations to perform the Supply.
- 4.3 The Supplier is obliged perform the Supply duly (i.e. in quantity, quality and performance in accordance with the Order, the Framework Agreement (if concluded) and these GTC, free of legal defects (the Supply shall not be encumbered by any lien, reservation of the right of ownership, or other rights of third parties or the Seller), and factual defects), on time, with professional care, in its own name, on its own risk, at its own expense, in the highest quality, which it can reasonably be required to do so, in particular with regard to the knowledge and experience presented to the Company prior to the conclusion of the Order and/or the Framework Agreement (if concluded), in accordance with the Order, the Framework Agreement (if concluded) and these GTC, the technical documentation, legal regulations, and applicable technical standards as well as any instructions of the Company.
- 4.4 The Supplier is obliged to perform the Supply in compliance with all applicable domestic and foreign law regulations, including regulations in the fields of trade, hygiene, labour law (including regulations regarding occupational health and safety and fire protection), tax law, social and health insurance, employment of foreigners, data protection, environmental protection and waste management, as well as with all internal regulations of the Company, which the Supplier has been acquainted with and which is obliged to comply with under the agreement with the Company, particularly when the Supply is performed on the Company's premises.
- 4.5 The Supplier is also obliged to comply with all applicable provisions of relevant legal regulations regarding export and import, customs, and international trade law in relation to the performance of the Supply.
- 4.6 The Supplier shall be responsible for ensuring that the Supply complies with all requirements of the relevant legal regulations and technical regulations and standards, including safety, environmental and hygiene standards, and other generally binding regulations for the placement, entering and/or sale of the Supply within the European Union, and that the Supplier has followed with the procedure for assessing conformity of the Supply, if required.
- 4.7 If the Order and/or the Framework Agreement (if concluded) does not sufficiently specify the quality or design of the Supply, the Supplier shall perform the Supply in a quality and design suitable for the use of the Supply by the Company. If the Supplier is in any doubt as to the quality and/or design of the Supply required by the Company or suitable for use by the Company, the Supplier is obliged to request clarification of the required quality and/or design from the Company in a timely manner before carrying out the Supply.
- 4.8 If the Supplier is informed/aware of the place of final delivery of the Supply or the location of the registered office of the Company's customer to whom the Supply is destined, the Supply shall also comply with the generally binding regulations of such place of final delivery of the Supply and the location of the registered office of the Company's customer.
- 4.9 The Company shall be entitled to request the Supplier in writing to suspend the performance of the Supply at any time. Upon receipt of such notice, the Supplier undertakes to suspend all performance of the Supply until it receives written notice from the Company to resume performance of the Supply.
- 4.10 The Supplier shall promptly provide the Company with all information related to the performance of the Supply that the Company may request.
- 4.11 The Supplier shall not do anything which could harm or jeopardise the interests or reputation of the Company.
- 4.12 The Supplier may use a third party (subcontractor) for the performance of the Supply only after the Company has approved the third party (subcontractor) in writing in advance. If the Supplier

uses a third party (subcontractor) in the performance of the Supply, the Supplier shall be liable to the Company as if it had performed the Supply itself.

- 4.13 The Company shall have the right itself or through its authorised representative to inspect the performance of the Supply at any time and the Supplier shall give the Company all assistance in exercising this right; such inspection shall not constitute takeover of the Supply, or any part thereof. If Company discovers any deficiencies in the inspection of the performance of the Supply, the Company shall notify the Supplier, who shall immediately (but no later than within 3 business days from the date of notification of the deficiencies) remedy such deficiencies.
- 4.14 The Supplier undertakes to promptly inform the Company in writing of any actual or potential delay in meeting the required delivery date of the Supply and of any other facts that may affect the duly and timely performance of the Supply. Providing such information regarding the delay shall not relieve the Supplier of any liability for delay in the performance of the Supply.
- 4.15 The Supplier shall provide all assistance to the Company for the purpose of the proper performance of the Company's obligations under the Order and/or the Framework Agreement (if concluded).

5 DELIVERY AND HANDOVER OF THE SUPPLY

- 5.1 The Supplier is obliged to deliver the Supply within the time agreed in the Order and/or the Framework Agreement (if concluded).
- 5.2 The Company shall not be obliged to hand over the Supply before the agreed delivery date.
- 5.3 Unless otherwise agreed in writing between the Parties, if the place of delivery of the Supply is the registered office and/or one of the Company's establishments, the Supplier shall deliver the Supply on business days during the following Company's business hours: 7:00 a.m. to 4:00 p.m.
- 5.4 The Supplier shall deliver the Supply as a whole and any partial performance is not permitted unless otherwise agreed in the Order and/or the Framework Agreement (if concluded).
- 5.5 The Supplier shall deliver the Supply in accordance with the delivery terms, including the place of delivery/performance of the Supply, agreed in the Order and/or the Framework Contract (if concluded).
- 5.6 The Supply shall be packed and/or stored in such a manner (if customary with respect to the subject matter of the Supply) as to ensure adequate protection of the Supply during transportation, at least until the time of its handover by the Company, unless otherwise agreed in the Order and/or the Framework Agreement (if concluded).
- 5.7 The Company shall only be obliged to take over the Supply if it has been duly and timely performed and delivered to the Company, including all documents relating to the Supply pursuant to Clause 2.4 (if any), and no defects or outstanding works are found in respect of such Supply and/or documents.
- 5.8 The Supply shall be handed over by the Company based on a written handover protocol and/or delivery note signed by the Company or an authorised representative of the Company (where such representative may be named/designated in the Order and/or the Framework Agreement).
- 5.9 The right of ownership and the risk of damage to the Supply and documents shall pass to the Company in accordance with the terms agreed in the Order and/or the Framework Agreement (if concluded), otherwise upon the handover of the Supply by the Company. This shall also apply to documents relating to the Supply pursuant to Clause 2.4 (if any).
- 5.10 The provisions of Clauses 5.1 to 5.3 and 5.5 to 5.9 shall apply *mutatis mutandis* to the delivery and handover of a part of the Supply if it was agreed in the Order and/or the Framework Agreement that the Supply shall be performed in parts.

6 LIABILITY FOR DEFECTS, QUALITY WARRANTY

- 6.1 Unless otherwise agreed in the Order and/or the Framework Agreement (if concluded), the Supplier shall provide a quality guarantee for the Supply for a period of 36 months from the date of acceptance of the Supply by the Company (such agreed guarantee period hereinafter referred to as the "**Guarantee Period**").
- 6.2 If defects occur in the Supply during the Guarantee Period, the Company shall be entitled to:
- a) require the removal of defects by supplying replacement goods, work and/or services for the defective goods, work and/or services;
 - b) require delivery of the missing goods, work and/or services;
 - c) require the removal of defects by repairing the goods and/or work if the defects are repairable;
 - d) require the removal of legal defects;
 - e) require a reasonable discount from the Price; or
 - f) withdraw from the Order under which the Supply is/was made and/or the Framework Agreement with *ex tunc* or *ex nunc* effects (at the Company's option).
- 6.3 During the agreed Guarantee Period, the Company shall be entitled to assert both claims under the quality guarantee pursuant to Clause 6.2 and claims under liability for defects, the choice between these claims always being at the Company's discretion.
- 6.4 The Company shall be entitled to report any defects and to assert any claims under the quality guarantee until the end of the Guarantee Period, and any other time limits restricting this right shall not apply. In particular, the application of any time limits stipulated by the Civil Code for notifying defects after their discovery is hereby expressly excluded.
- 6.5 The assertion of the claims set out in Clause 6.2 shall not affect the Company's entitlement to full compensation for damages and/or payment contractual penalties by the Supplier.
- 6.6 The Company shall not be obliged to inspect the Supply upon handover and to inspect them, including the packaging and quantity, and the Supplier shall not be entitled to object to any late notification by the Company of defects in the Supply, including evident defects. Section 377 of the German Commercial Code (*in German: Handelsgesetzbuch*) is hereby explicitly excluded.
- 6.7 If the Company discovers during the Guarantee Period that the Supply is defective, the Company shall request the Supplier in writing to remove the defect, unless the Company elects to make a direct claim for a reasonable discount on the Price pursuant to Clause 6.2e), or any other claim.
- 6.8 The Supplier shall be obliged to commence the work necessary to remove the defects without undue delay, and no later than within 3 business days of receipt of the Company's request to remove the defects. The Supplier shall remove the defects as soon as possible, within 10 business days of receipt of the Company's request to remove the defects, and in such a way as to minimise any damage associated with the occurrence of the defects, unless the Parties agree otherwise in writing.
- 6.9 The Supplier is obliged to remove defects exclusively at his own expense.
- 6.10 In the event of delay by the Supplier with commencement and/or removal defects in accordance with Clause 6.8 and/or if the Supplier refuses to remove the defects, the Company shall be entitled to remove the defects itself or through a third party and the Supplier shall in such event reimburse the Company for all costs incurred in removal of the defects within 7 days of the date of written notification thereof to the Supplier.
- 6.11 The removal of defects shall not affect the Company's right to full compensation for damages and/or payment of contractual penalties by the Supplier. The Supplier shall indemnify the Company against all direct and indirect damages suffered by the Company as a result of the defects in the Supply and assertion of claims based on such defects. Such damages shall include in particular labour and transport costs as well as penalties and damages claimed by the Company's customer(s) against the Company (see Clause 10.2). For the avoidance of doubt, it is agreed that the Company shall be entitled to claim, in addition to a claim for a reasonable discount on the Price pursuant to Clause 6.2e), a claim for damages in full for damages arising from defects.

- 6.12 The provisions of Clauses 6.1 to 6.11 shall apply *mutatis mutandis* to a part of the Supply if it was agreed in the Order and/or the Framework Agreement (if concluded) that the Supply shall be performed in parts, in which case the Guarantee Period shall apply to each such part of the Supply from the time of its handover by the Company.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 For the purposes of these GTC, intellectual property rights include any right to trademarks, patents, industrial designs, utility models, trade secrets, works of authorship (including rights related to copyright), databases, rationalization proposals, know-how and other intellectual property, regardless of whether or not it is registered in the relevant registers or whether it is protected by the law of the Federal Republic of Germany or any other law (hereinafter referred to as "**Intellectual Property Rights**").
- 7.2 If the Supply includes the creation of any output which is subject to Intellectual Property Rights ("**Output**"), the provisions of this Clause 7 shall apply unless otherwise agreed in the Order and/or the Framework Agreement (if concluded).
- 7.3 Upon the delivery of the Output to the Company the Supplier shall transfer to the Company the right to exercise all proprietary rights in the copyright in the Output, including the possibility of further assignment of this right to a third party (and other subsequent assignments). The Company's rights acquired pursuant to this Clause 7.3 shall include the right to complete the unfinished Output, to edit it, publish it, process it, including translation, combine it with other works, incorporate it into collective works, and market the Output under the Company's business name or other name. The remuneration for this transfer shall be included in the Price for the performance of the relevant part of the Supply. If the Output or any part thereof is subject to Intellectual Property Rights other than copyright (e.g. know-how), the Supplier shall assign all such other rights to the Company on the date of delivery of such Output to the Company. The Supplier shall not be entitled to use any Output other than for the purpose of performing its obligations under the Order under which the Supply is being/was performed. The Supplier shall refrain from filing any application or otherwise attempting to register any of the Intellectual Property Rights in respect of any Output. For the avoidance of doubt, the Parties acknowledge that the assignment and transfer of rights under this Clause 7.3 shall apply to the full extent permitted by the laws of the Federal Republic of Germany or any other law that is mandatorily applicable in the case in question.
- 7.4 If the transfer of economic rights in copyright or the transfer of other Intellectual Property Rights pursuant to Clause 7.3 is not possible, the Supplier grants to the Company the authorization (license) to exercise the right to use the Output in question under the following conditions, so that such license, to the greatest possible extent, approximates to the transfer of economic rights in copyright pursuant to Clause 7.3 or other Intellectual Property Rights:
- a) the licence is granted for all methods of use of the Output concerned;
 - b) the licence is geographically unlimited;
 - c) the license is exclusive;
 - d) the licence is unlimited in terms of the quantitative scope and purpose of use of the Output in question;
 - e) the licence is purely permissive, meaning the Company is not obliged to use the Output in question;
 - f) the license is granted for the entire duration of the economic rights in copyright or other Intellectual Property Rights;
 - g) the remuneration for the granting this licence is, from an economic point of view and by the consent of the Parties, already included in the Price for the performance of the relevant part of the Supply, and therefore the licence as such is granted free of charge; and
 - h) The Supplier agrees to the assignment of the licence to a third party (including any further assignments) and/or granting of a sub-licence.
- 7.5 Upon any modification of an Output by the Supplier, the Company shall acquire the same Intellectual Property Rights under this Clause 7 to such modification as it had to the Output to which the modification relates, and such rights shall be effective from the date of the Company's acceptance of the modification.

- 7.6 For the avoidance of doubt, the Company shall always be entitled to:
- a) examine, study, or test the functioning of the Output for the purpose of identifying the ideas, procedures, principles, methods, and technologies on which any element of the Output is based, or to authorise any third party to perform such activities;
 - b) examine, study or test the functioning of the Output or otherwise obtain information necessary for modifications, changes or other interventions in the Output, or authorize any third party to do so; and/or
 - c) use such ideas, procedures, principles, methods and technologies and other information obtained in the foregoing activities or in any other way, for any purpose whatsoever, including the development and creation of any computer program or other work, or disclose them to any third party.
- 7.7 If any claim is made against the Company arising out of the manufacture, use, sale, lease or other disposition of the Supply resulting from the Supplier's infringement of copyright, registered patent or other Intellectual Property Rights, the Supplier shall indemnify the Company against all injuries, damages, losses, costs and expenses incurred by the Company in any way due to such claim.

8 CONFIDENTIALITY

- 8.1 The Supplier shall maintain confidentiality of all facts and information that are or will be disclosed, provided, communicated or otherwise known to the Supplier based on or in connection with the Order and/or the Framework Agreement (if concluded) or the contractual relationship established thereby, in particular all facts concerning the Company, its employees and customers, the technical and organisational matters of the Company or its customers, the business relations and financial situation of the Company and its customers, as well as the activities carried out by the Company, the nature, scope and content of such activities, and the Supplier undertakes not to disclose or make available to any third parties such facts and information, nor to use them for its own benefit or for the benefit of third parties.
- 8.2 The obligation of confidentiality pursuant to Clause 8.1 also applies to all matters falling within the scope of trade secrets as defined in Section 2 of the German Trade Secrets Act (*in German: Geschäftsgeheimnisgesetz*) , i.e. in particular all facts of a commercial, manufacturing and technical nature in tangible or intangible form relating to the Company and its customers, its know-how, its technical solutions, printing data and reference samples, strategic plans, business plans and balance sheets, designs and processes, or any other matters related to the Company and/or its customers that have actual or at least potential material or non-material value for the Company and/or its customers.
- 8.3 The obligation of confidentiality pursuant to Clauses 8.1 and 8.2 does not apply in cases where:
- a) information subject to the obligation of confidentiality pursuant to Clauses 8.1 and 8.2 is public or becomes public otherwise than through the Supplier's fault;
 - b) the disclosure of such information is required by law or by an enforceable decision of a competent authority;
 - c) such information is disclosed to the extent necessary to the Supplier's professional advisors and/or auditors, provided that such persons are also bound by a duty of confidentiality.
- 8.4 The obligation of confidentiality under this Clause 8 shall survive the termination of any Orders and/or Framework Agreement (if concluded).

9 OTHER PROVISIONS

- 9.1 The Supplier shall, at its own expense, maintain suitable and adequate commercial general liability insurance, including liability insurance for defects in performance, against loss or damage to the Company, its customers and/or third parties in connection with the performance of the Order(s) and/or the Framework Agreement (if concluded). The Supplier undertakes to provide the Company with evidence of such insurance within 3 business days from the date of receipt of the written request from the Company.
- 9.2 The Supplier undertakes to refrain from any activity that would constitute unfair competition against the Company, as defined in defined by the applicable legal regulations, in particular the German Act Against Unfair Competition (*in German: Gesetz gegen den unlauteren Wettbewerb*)

. This obligation shall survive the termination of all Orders and/or the Framework Agreement (if concluded).

- 9.3 The Supplier shall not, without the prior written consent of the Customer, transfer (or assign) or encumber any right, obligation and/or claim arising under any Order and/or the Framework Agreement (if concluded) to any third party, nor set off any of its claims against any claims the Company may have against the Supplier; the Company may undertake any of the foregoing actions without the Supplier's consent.

10 LIABILITY AND PENALTIES

- 10.1 The Supplier shall be liable to the Company for all direct and indirect damage caused to the Company by itself and/or any person the Supplier uses to perform the Order and/or the Framework Agreement (if concluded), regardless of whether when causing the damage such person was acting in the interest of the Supplier, its own interest or the interest of any other person.
- 10.2 Damages under Clause 10.1 also include damages to the Company caused by the application of penalties and/or compensation for damages by the Company's customer(s) against the Company. The Supplier acknowledges that, in addition to any potential indication of the amount of damages under Clause 10.1 and/or other relevant information provided by the Company, for example, in the Order and/or the Framework Agreement (if concluded), the foreseeability of such damage for the Supplier will also be determined by the terms and nature of the performance under the Order, the terms of the relationship between the Company and its customer (if the relevant performance is intended for the Company's customer), as well as any other relevant information communicated to the Supplier and/or which the Supplier has procured or could have procured.
- 10.3 The Supplier undertakes to make maximum efforts to prevent and minimise any damage that may occur.
- 10.4 In the event of the Supplier's delay in delivering the Supply and/or any part thereof, if it was agreed in the Purchase Order and/or the Framework Agreement that such Supply shall be that the Supply shall be performed in parts, to the Company in a timely, proper and defect-free manner, the Supplier shall pay to the Company a contractual penalty in the amount of 1,5 % of the Price of such Supply (including VAT) for each week of delay, subject to a maximum of 15 % of the Price of such Supply (including VAT), such contractual penalty shall be applied separately to each Supply.
- 10.5 In the event of the Supplier's delay in the performance of any obligation relating to the Supply set out in Clause 6.8, the Supplier shall pay to the Company a contractual penalty of 1.5 % of the Price of such Supply (including VAT) for each week of delay, subject to a maximum of 15 % of the Price of such Supply (including VAT); such contractual penalty shall apply separately to each Supply. The contractual penalty under the preceding sentence shall not apply if such contractual penalty was claimed in respect of a default in respect of which contractual penalty may be claimed under Clause 10.4.
- 10.6 The Company is entitled to claim compensation for damages even in the event of a breach of an obligation to which a contractual penalty applies, and in the full amount.
- 10.7 The terms and conditions of the Supplier's liability for damages caused to the Company and/or regarding contractual penalties against the Supplier may be agreed differently in the Order and/or the Framework Agreement (if concluded).

11 TERMINATION OF THE ORDER

- 11.1 The Parties are entitled to terminate the Order only for the reasons set out in these GTC, unless otherwise agreed in the Order and/or the Framework Agreement (if concluded).
- 11.2 The Order may be terminated by mutual written agreement of the Parties.
- 11.3 The Supplier shall be entitled to withdraw from the Order only in the event that (i) the Company is in default in payment of an undisputed payment in respect of the Supply being performed/performed under such Order, for more than 60 days from the day the Supplier delivered a written notice to the Company regarding this default, or (ii) the Company is in default in providing the agreed cooperation in respect of a Supply which is being/was performed pursuant

to such Order, for a period of more than 60 days from the date it receives written notice from the Supplier of such default.

- 11.4 The Company is entitled to withdraw from the Order *with ex tunc* or *ex nunc* effects (at the Company's discretion) if:
- a) the Supplier is in default with the delivery of the Supply, which is being/was performed pursuant such Order, to the Company in a timely, duly and defect-free manner for a period exceeding 10 weeks;
 - b) the Supplier is in default in the performance of an obligation in respect of a Supply, which is being/was performed pursuant to such Order as set out in the second sentence of Clause 4.13 or in Clause 6.8 for more than 3 weeks from the day the Supplier was delivered written notice from the Company regarding such default;
 - c) the Supplier breaches any obligation under Clause 8 and/or Clause 9.1;
 - d) the Supplier breaches any obligation set out in the Company's Code of Ethics (if the Supplier is obligated to adhere to such Code of Ethics);
 - e) the Supplier breaches the Order in such a way that it must be considered a material breach of the Order under the applicable legal regulations, whereby such a material breach shall also be deemed to be a material and/or repeated breach of obligations concerning environmental protection and/or breach of occupational health and safety and fire protection regulations and/or breach of any obligation under Clause 4.6;
 - f) the Supplier breaches such Order in a non-material manner and fails to remedy such breach within 30 days after being delivered written notice by the Company regarding such breach;
 - g) the Supplier's economic situation has negatively changed, i.e. was materially adversely affected; and/or
 - h) a measure is ordered by a public authority which is incompatible with the further performance of such Order.
- 11.5 Withdrawal shall take effect on the day following delivery of the notice of withdrawal to the other Party.

12 FINAL PROVISIONS

- 12.1 Reference to Clauses means the Clauses of these GTC unless otherwise expressly stated.
- 12.2 With the exception of acts which are to result in the termination of the Order or the Framework Agreement, and legal acts for which the legal regulations require mandatory written form, an e-mail is also considered a written form under these GTC, provided it specifies the person who sent it.
- 12.3 Any contract entered into between the Parties is the result of negotiations between the Parties, and it cannot be determined that any term was used by one Party first, nor can it be interpreted detriment of the Party..
- 12.4 The Parties expressly acknowledge that any contract concluded between them is entered into as entrepreneurs in the course of their business and that neither Party has the status of a weaker party in relation to the other.
- 12.5 The legal relations between the Company and the Supplier are governed by the law of the Federal Republic of Germany, excluding the conflict-of-law provisions of private international law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 12.6 All disputes or claims arising out of or in connection with this Agreement and/or any Framework Agreement or any Order, including disputes relating to their validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.
- 12.7 All amendments to these GTC require a written form.

- 12.8 Each Party shall bear its own costs associated with the negotiation, preparation and conclusion of the Order and/or the Framework Agreement (if concluded), unless otherwise agreed in the Order and/or the Framework Agreement (if concluded).
- 12.9 In the event that any provision of these GTC becomes invalid, void, ineffective or unenforceable in whole or in part, but would be valid, effective and enforceable if part of it were removed, that provision, or any part thereof, shall be deemed removed to the extent necessary to make these GTC valid, effective and enforceable as a whole, while preserving as nearly as possible the original economic meaning of that provision. In such event, the Parties shall, within 15 (fifteen) days of notice from either Party, replace such invalid, putative, ineffective or unenforceable provision with the provision that best meets the meaning of such invalid, putative, ineffective or unenforceable provision.