

General Purchase Terms for supplies and services to

Kanzler Verfahrenstechnik Gesellschaft m.b.H.

1. Scope of the General Purchase Terms for supplies and services

- 1.1. All orders of goods and services made by Kanzler Verfahrenstechnik Gesellschaft m.b.H. (=KVT) are subject to these General Purchase Terms for supplies and services.
- 1.2. Supplier's general terms and conditions are not deemed to be accepted or becoming part of the contract (in particular neither by placing an order nor by accepting goods / services or payment)

2. Orders by KVT

- 2.1. Orders from KVT and all types of contracts with KVT, as well as changes and additions to them, must be made in writing and signed by the management of KVT or the purchasing department of KVT in order to be legally effective. This also applies to agreements to waive the requirement for written form.
- 2.2. Without the prior express written consent of KVT, the supplier is not entitled to subcontract the respective order in whole or in part to other companies. An exception to this is the unavoidable/necessary procurement of primary material or standard and special parts. In any case, subcontractors and suppliers of the supplier must be notified to KVT at the latest when accepting the order

3. Order documents

- 3.1. The appendices attached to KVT's order letter, in particular specifications, are an integral part of the order and are binding for the supplier. However, the supplier is always obliged to check accuracy and completeness of the specifications and to warn KVT of any inaccuracies or incompleteness.
- 3.2. KVT reserves all material and immaterial rights of any kind (copyright, intellectual property and any right of use) to all drawings, publications and other documents and data made available to the supplier. All this may only be used by the supplier for the present order, may not be made accessible to third parties and must be completely destroyed by the supplier after conclusion of the transaction without being requested to do so and at the supplier's own expense.
- 3.3. The supplier may only use the order placed by KVT and/or the business relationship with KVT for advertising purposes with the prior express written consent of KVT.

4. Purchase order confirmation

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KVT is only bound by its purchase order if the purchase order confirmation from the supplier on the form used by KVT has been received by KVT within 10 (ten) days of receipt of the purchase order by the supplier and if the content of the purchase order order confirmation differs neither from the content of KVT's purchase order, nor deviates from the content of this General Terms and Conditions.

5. Price and delivery terms

Unless otherwise expressly agreed in writing for individual cases, KVT's order price is always a fixed price excluding sales tax, "free delivery address" (DDP according to Incoterms in the currently valid version).

6. Invoicing

- 6.1. Invoices should be sent electronically to KVT with a valid signature to: invoice@kvt.technology.¹
- 6.2. Each invoice needs to contain all necessary Purchase Order and delivery information.
- 6.3. For each separate Purchase order or delivery, a separate invoice should be issued.
- 6.4. All invoices need to comply with statutory accounting requirements.

7. Due date and terms of payment of invoices

- 7.1. Invoices sent to KVT (unless other terms of payment defined in the purchase order have been agreed in writing) are not due before receipt of the proper invoice (see point 6 of these GTC) and the agreed documentation at KVT and the complete, executed delivery/service in accordance invoice
- 7.2. KVT is in any case granted a payment period of 30 (thirty) days from the due date with a 3% (three percent) discount or 60 (sixty) days from the due date without a discount.
- 7.3. KVT can make the payment of down payments or partial payments dependent on the prior delivery of the original of a free, irrevocable, unlimited bank guarantee from a well-known Austrian bank or savings bank institute or a corresponding insurer, which is also valid in the event of the supplier's insolvency.
- 7.4. KVT is entitled to set off invoice claims against its own claims that KVT has against the supplier.

8. Delivery and transfer of risk

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- 8.1. KVT must be immediately notified of each shipment by means of a shipping notification stating the order number, the weight, for intra-community deliveries the UID number and the customs tariff number. Any special shipping and documentation regulations that must always be met by the supplier form an integral part of the purchase order from KVT. The supplier shall bear the risks, costs and other disadvantages arising from any non-compliance and must indemnify and hold KVT completely harmless in this regard.
- 8.2. Without exception, the delivery is only deemed to be effective if the supplier hands it over in person (i.e., not by mere deposit) to the contact person specified by KVT.
- 8.3. KVT is entitled to reject deliveries that have not been made/notified properly at the expense of the supplier. Ownership is transferred to KVT when the unloading process is completed at the receiving point and the delivery note is physically handed over to the contact person specified by KVT for this purpose. In all other respects, INCOTERMS as per the version valid at the time of conclusion of the contract shall apply.

9. Delivery date; delays and penalties

- 9.1. The agreed delivery and service dates are binding. KVT must be notified of an expected delay, stating the reasons and the expected duration of the delay, as soon as it is identified and in any case in writing. After setting a reasonable grace period, KVT is entitled, at its discretion, either to demand performance and compensation for damages due to delay, or to withdraw from the contract without setting a further grace period and to demand compensation for damages.
- 9.2. The agreed delivery or service date is subject to a contractual penalty of 1% (one percent) for each week or part thereof, up to a maximum of 5% (five percent), in each case calculated from the gross total order value from the week following the delivery date. However, the payment of contractual penalties, other penalties, etc. in no way releases the supplier from the obligation to fulfill the contract with KVT.

10. Warranties

- 10.1. The Supplier warrants that the object of delivery and/or service has the contractually warranted properties, complies with the state of the art and the relevant laws and the regulations of the authorities and trade associations for the respective ordinary or contractually agreed typical use at the respective place of use and is not afflicted with defects that cancel or reduce the value or the suitability for the ordinary use or the use assumed under the contract. The values stated in the data sheets, specifications, test and acceptance certificates are considered guaranteed properties.

- 10.2. In any case, the warranty period is 24 (twenty-four) months from the commissioning of the delivered item, but no longer than 30 (thirty) months from the delivery or acceptance.
- 10.3. Written notification of the defect suspends the warranty period until the object of performance can be used again as intended. After acceptance of the rectified defect, the warranty period (maximum 30 months) starts anew for this service. In the case of replacement deliveries or rectifications, the warranty period starts anew with acceptance by KVT.
- 10.4. In any case, the warranty period ends no later than 48 months after delivery or acceptance.

11. Right to inspection

KVT is entitled, but not obliged, to check the current production status at any time during the supplier's normal business hours after 1 day's advance notice, to request information about the processing status, to check the processing status and to reject defective parts even during production. In any case, no obligations (particularly no warning obligations) for KVT can be derived from these rights.

12. Liefergarantie für Ersatzteile

The supplier guarantees that spare parts for the equipment supplied will be available for at least 10 years after delivery.

13. Assignment, Offsetting and Retention

- 13.1. The supplier may not assign any claims from or in connection with a contract concluded with KVT to third parties, either in whole or in part, without the prior express written consent of KVT.
- 13.2. The Supplier is not entitled to withhold its obligation to perform a contract concluded with KVT or to set it off against anything, unless it concerns a claim which has been awarded to it in a legally binding and enforceable manner.
- 13.3. The place of performance for the respective delivery and service is the delivery address specified in the order.

14. Intellectual property right

- 14.1. The supplier guarantees that all deliveries to KVT are free of any material and/or immaterial third-party rights and that no such third-party rights are violated by the acceptance, use and exploitation of the delivery items by KVT and its customers.
- 14.2. The supplier indemnifies KVT and its customers from claims by third parties resulting from any infringements of industrial property rights. In the event of an infringement, KVT is entitled to obtain approval for the use of the relevant delivery items and to provide authorizations at the expense of the supplier.

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15. Confidentiality

The supplier may only use the order placed by KVT and/or the business relationship with KVT for advertising purposes with the prior express written consent of KVT.

16. Termination right

KVT shall be entitled to terminate the contract at its option either partially or completely. In such cases, KVT shall be obliged to pay the price pro rata supplies and services already supplied and to reimburse a reasonable amount of the costs for materials procured and work performed. Any other claims by the supplier shall be excluded.

17. Applicable Law

17.1. The provisions of Austrian law shall apply exclusively to all contracts concluded with KVT and to all disputes arising out of or in connection with these contracts. This applies both in material terms (i.e. with regard to the substantive assessment of the formation of the contractual relationship and the mutual rights and obligations of the contracting parties), and in formal terms (i.e. with regard to the procedure applicable to disputes between the contracting parties).

17.2. The application of the Austrian conflict of laws provision and the application of the UN Sales Convention are mutually excluded by the conclusion of the contract with KVT.

18. Jurisdiction

For any disputes arising from or in connection with a contract concluded with KVT, the exclusive local jurisdiction of the relevant court in Graz/Styria/Austria is mutually agreed upon when the contract is concluded with KVT.

19. Severability clause

Should one of the provisions of these General Purchase Terms be void or legally ineffective or unenforceable for any reason, this shall not affect the validity and enforceability of the remaining provisions of this contract, to the extent permitted by law. In such a case, KVT and its suppliers are obliged to replace the provision that proves to be void or otherwise legally ineffective or unenforceable with a permissible and enforceable provision that corresponds to the economic content of the provision that is found to be void or legally ineffective or not enforceable rule comes closest.

20. Usage of data

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KVT is entitled to store, edit and process all data relating to business transactions with KVT, including personal data of its contractual partners, within the scope of business transactions with KVT, to store them for the duration of statutory liability periods and to delete them.