

General Terms and Conditions of Purchase

Version 3.1

1 Area of validity and definitions

1.1 The term 'EVVA' in these General Terms and Conditions of Purchase refers to EVVA Sicherheitstechnologie GmbH with registered office in Vienna and the term 'SUPPLIER' refers to all physical and legal persons who encounter EVVA in business relations.

1.2 The following General Terms and Conditions of Purchase (hereinafter 'GTCP') apply for all orders (deliveries and services) by EVVA, unless something expressly different is specified in the order. The GTCP also apply until their amendment for all other orders, even if no special reference to these GTCP is made, and they also apply for all other agreements which the parties additionally conclude.

1.3 General terms and conditions or any conditions that contradict or deviate from the GTCP shall not apply unless they were expressly recognised by EVVA in writing. The GTCP also apply if EVVA accepts and/or pays for the deliveries and services of the SUPPLIER cognisant of the SUPPLIER's conditions that are contradictory to or deviating from EVVA's GTCP. The completion of the order applies as recognition of these GTCP. All references to or mentions of the validity of the SUPPLIER's general terms and conditions are hereby expressly rejected.

2 Quality management

2.1 The SUPPLIER must continuously align the quality of its products and services to be delivered to EVVA with the state of the art and scope of suitable quality checks. In order to achieve the desired quality goal, EVVA has specified technical and organisational conditions and processes in an EVVA Quality Agreement to be concluded between EVVA and the SUPPLIER. Therefore, the EVVA Quality Agreement applies in addition to the GTCP and serves as a part of the basis of a contract in the contractual relationship between EVVA and the SUPPLIER.

2.2 EVVA is certified in the scope of the quality management system ISO 9001 and obligates the supplier to provide their services with application of a quality management system that corresponds to the requirements of ISO 9001 at a minimum, and to continuously improve this system according to the state of the art.

2.3 Compliance with the EVVA Code of Conduct is mandatory for EVVA employees. EVVA expects its SUPPLIERS to also abide by the spirit of the Code of Conduct and to take all necessary measures to ensure that these rules are also followed by their suppliers.

3 Conclusion of contract

3.1 A binding contract between EVVA and the SUPPLIER with application of the GTCP comes into existence upon (i) submission of a written order submitted by EVVA to the SUPPLIER, and (ii) its express written acceptance with order confirmation by the SUPPLIER, or (iii) the beginning of the delivery of the ordered products and/or the provision of the ordered service by the SUPPLIER.

3.2 All offers, samples, cost recommendations, advice and consulting documents of the SUPPLIER are free of charge and non-binding for EVVA and are binding for the SUPPLIER for at least 14 work days from the time of submission. The SUPPLIER must tailor its offers exactly to the enquiries of EVVA. Express reference must be made to any deviations. Offer documentation is not returned by EVVA.

3.3 The SUPPLIER must notify EVVA of any errors or ambiguities in orders and calls for tenders. The SUPPLIER is liable for all defects resulting from a deficient or omitted review and warning of resulting defects and cannot invoke ambiguities and faulty enquiries, specifications or calls for tenders against EVVA.

4 Orders

4.1 Orders, order confirmations and calls for delivery require the written form. The requirement of the written form is also fulfilled when submitted via fax or email.

4.2 The written form requirement also applies for amendments and supplements. All data deviating from the order must be expressly identified in the confirmation. If an order confirmation is not received by EVVA within one week, the complete order applies as accepted and according to the provisions of the GTCP.

5 Prices and payment conditions

5.1 All prices indicated in the orders are net, excluding the statutorily prescribed value-added tax, and are binding. In absence of deviating agreements, the prices are understood as 'DDP' in accordance with Incoterms 2010 and including packaging. They apply as binding for the entire term of contract or contract quantity. Price changes require the written approval of EVVA in advance, regardless of the reasons.

5.2 Invoices must be sent to EVVA by post, separately from the delivery, with specification of the order data. Electronic invoices of the SUPPLIER are not accepted by EVVA. The payment term begins once the delivery has been provided in full and the correctly issued invoice has been received. Insofar as the SUPPLIER has provided materials tests, test reports, quality documents or other documentation, the completeness of the delivery and service also requires the receipt of these documents. In case of defective deliveries or services, the payment term does not begin until the defects have been completely rectified. The payment term restarts after full rectification of defects. Payment by EVVA takes place by bank transfer unless other payment modalities were agreed upon between the parties in writing.

5.3 In case of deliveries or services that are defective or in breach of contract, EVVA is entitled to withhold the entire payment until proper fulfilment. Payment does not entail recognition of the correctness of the delivery/service or a waiver of any rights to which EVVA is entitled.

5.4 Payment of the invoice takes place according to agreement; otherwise payment takes place within 14 days after delivery and/or acceptance of the overall performance with 3% discount or within 30 days net.

6 Delivery conditions and default

6.1 All shipments must be provided with a packing slip and a delivery note specifying the EVVA order information, such as supplier number, order number, article number and article designation and/or - insofar as applicable - technical documentation. Partial deliveries must be identified as such and the remaining part to be delivered must be specified. Partial deliveries and premature deliveries require the express written approval of EVVA.

6.2 The delivery dates listed in the order are binding. A delivery date in the order confirmation which deviates from the order is only binding if EVVA has approved it in writing.

The SUPPLIER is obligated to inform EVVA immediately in writing if circumstances arise or become recognisable from which it becomes apparent that the specified delivery date cannot be observed.

6.3 Unless something different has been agreed upon in writing, deliveries must take place on work days from Monday to Thursday between 7:00 and 16:00 and Friday between 7:00 and 12:00. EVVA is entitled to refuse acceptance of deliveries at other times. Unpacked goods should be delivered on 800x1200 mm Euro pallets in accordance with UIC leaflet 435-2 which are free from defects.

6.4 Deliveries take place for EVVA, freight and packaging paid, unless something different has been agreed upon. The transport risk is always borne by the SUPPLIER. The risk transfers to EVVA at the time of acknowledgement of acceptance of the delivery and service at the delivery address. The confirmation of receipt is only considered a recognition of the receipt of goods, not proper fulfilment. If it is agreed that EVVA assumes the transport costs, EVVA can choose the freight carrier.

6.5 If the SUPPLIER is in default of delivery, EVVA is entitled to statutorily defined claims, particularly the claim to compensation for damages based on non-fulfilment after an unsuccessful expiration of a reasonable grace period. EVVA is authorised to demand a flat rate for default damages equal to 1% of the net delivery or service value of the delayed delivery item, however a maximum of 5%, for each new week of delivery default. This does not exclude the right to assertion of damages exceeding this amount.

7 Packaging, identification, traceability

7.1 The SUPPLIER delivers the products in suitable and, insofar as agreed, exclusively in means of transport approved by EVVA in order to avoid damage or reductions in quality.

7.2 The SUPPLIER is obligated to provide identification of products, parts and the packaging according to the agreements concluded with EVVA. They must assure that the identification of packaged products is also legible during transport and storage.

7.3 The SUPPLIER is obligated to assure the traceability of the products which they have delivered. If an error is discovered, the traceability and limitation of defective parts/products/batches, etc. must be guaranteed.

8 Warranty, guarantee, reporting of defects and compensation for damages

8.1 In case of a defective delivery, the statutory provisions apply, unless something different arises from the following provisions.

8.2 The SUPPLIER bears sole responsibility for the products and services to be provided by them and is liable for ensuring that no defects arise within the warranty or guarantee period, regardless of whether the defect was already present at the time of shipment. The SUPPLIER guarantees, for the quality and freedom of defects of their products, the suitability of the products for the intended purpose and for the present of the assured characteristics. The SUPPLIER guarantees that only products that are free from third-party rights are delivered. The SUPPLIER is liable to EVVA for claims that arise from a violation of rights of third parties. If it is revealed that a product is defective, the SUPPLIER shall assume all costs arising in the scope of their obligation to rectify defects. This includes all direct or indirect damages, including lost profit.

8.3 EVVA is not obligated to inspect the delivery or service and report of all defects. The applicability of Articles 377 (reporting of defects) and 378 (reporting duties in case of incorrect delivery and incorrect quantities) of the Austrian Commercial Code is hereby expressly waived.

8.4 If the delivery or service is defective or lacking the agreed or normally required characteristics, EVVA shall be entitled, according to its own discretion, to withdraw from the contract immediately, to demand reduction of the purchase price or to demand delivery free from defects within a new grace period.

8.5 EVVA can demand compensation from the SUPPLIER for the following on the basis of defective deliveries and/or services after prior coordination with the SUPPLIER: (a) the costs arising from separating defective contractual items (sorting costs), (b), the costs of replacement (c), the costs for processing and produced products affected by a defective delivery and/or service (reject costs), (d), the costs of disassembly and reassembly (e), the costs of return shipment and other freight costs incurred on the basis of the defect (f), storage costs, (g) all other costs that are incurred in the course of damage processing, including additional administrative expenses. The damages subject to compensation also include costs and/or damages that EVVA must pay or compensate its customers on the basis of defective delivery and/or service of the SUPPLIER.

8.6 In case of defective deliveries that are rejected by EVVA, then EVVA shall provide a return notification that applies as accepted by the SUPPLIER if they fail to submit objections with specification of detailed reasons within eight work days of the sending of the return notification. If no such objections to the return notification are made, the SUPPLIER is obligated, at their own expense, to collect reported returns within eight work days after the sending of the return notification by EVVA at the location specified by delivery contract. The risk and hazard for these goods transfer to the SUPPLIER with the expiration of this period.

8.7 Warranty claims ("Gewährleistungsansprüche") expire after 24 months without reservation of the acceptance of products/deliveries at the location of the registered office of EVVA or at the contractually specified location, insofar as a longer period is not required by law or contract. If defects which were not recognisable at the time of acceptance appear during this period, a new 24-month period begins at the time that the defect is recognised. Legal periods for claims for defects or guarantee periods are not limited by this.

9 Force majeure

9.1 In cases of *force majeure* that are unforeseeable and unavoidable and lie outside the area of influence of the SUPPLIER and for which the SUPPLIER is not responsible, the SUPPLIER shall be indemnified from their duties of performance for the duration of this disturbance and in the scope of its effect. The SUPPLIER is obligated to inform EVVA immediately about the occurrence of such a fault. Otherwise, EVVA is entitled to assert its claims from the default of the SUPPLIER.

9.2 If the fault endures for more than two months, each party shall have the right to withdraw from the relevant contract for the duration of the *force majeure*. Any damage claims of EVVA against the SUPPLIER remain unaffected.

10 Product liability insurance

10.1 The SUPPLIER is obligated to arrange for a product liability insurance policy with the appropriate scope of coverage. This must be maintained for the duration of the contractual relationship. EVVA is entitled to examine this policy at any time. The SUPPLIER must notify EVVA immediately of changes to the policy on enquiry.

11 Tools

11.1 EVVA retains ownership of tools handed over to the SUPPLIER for production and/or testing of products ordered by EVVA. Tools that are the property of EVVA and/or transfer into its ownership are transferred to the SUPPLIER on loan until revocation, which can take place at any time.

11.2 Insofar as the SUPPLIER is contractually obligated to produce tools, the tools transfer to the ownership of EVVA after completion and payment in full of the production costs. The tools must be identified by the SUPPLIER as property of EVVA and must be used exclusively for the production of products ordered by EVVA.

11.3 The SUPPLIER is obligated to insure the tools at its own expense for the new value price against damage from fire, water and theft. At the same time, the SUPPLIER hereby assigns all damage claims from this insurance.

11.4 The SUPPLIER is obligated to handle the tools that are the property of EVVA with care. The costs for maintenance, service and repair of these tools shall be borne by EVVA. Insofar as tools are the property of the SUPPLIER, the SUPPLIER shall bear the costs themselves. If the SUPPLIER negligently omits this, EVVA shall be entitled to damage claims.

11.5 The contractual parties agree that the SUPPLIER cannot assert any rights of retention of these tools, regardless of the reason. After the termination of the supply, the SUPPLIER must surrender the tools to EVVA immediately on request.

12 Property rights

12.1 The SUPPLIER assures that no domestic or international property rights of third parties, particularly trademarks, name rights, patents, utility models, registered designs, equipment rights, design rights or copyrights are violated by the production, processing, use or sale of the offered and delivered products.

12.2 If the SUPPLIER negligently breaches this duty, they must fully indemnify EVVA from all asserted claims of third parties arising on the basis of a violation of commercial property rights and copyrights, and bear all expenses incurred by EVVA in this connection, particularly the costs for legal proceedings and defence.

12.3 The SUPPLIER recognises EVVA's proprietary rights and copyrights to samples, brands, figures, drawings, packaging designs, calculations and other documents transferred to the SUPPLIER. They must not be made accessible to third parties without the approval of EVVA and only if the rights of EVVA are protected. The SUPPLIER is responsible for ensuring that third parties do not violate the rights of EVVA. They must only be used for production based on the order. This obligation also remains in effect after the termination of a contract.

13 Retention of title

13.1 The deliveries and services transfer to the ownership of EVVA upon payment in full of the purchase price. Any demanded or extended retention of title of the SUPPLIER on delivered goods is excluded.

14 Assignment

14.1 The SUPPLIER is not entitled to assign claims against EVVA or to arrange for third-party collection of said claims without the prior approval of EVVA.

15 Offsetting

15.1 EVVA is entitled to offset payment obligations towards the SUPPLIER with outstanding claims to which EVVA or a company affiliated with EVVA is entitled. The SUPPLIER, on the other hand, is not entitled to offset payment obligations towards EVVA.

16 Export limitations, proof of origin

16.1 The SUPPLIER must observe the respective applicable regulations of domestic and international export control laws with respect to their deliveries and services and observe all export control regulations of the Republic of Austria, the European Union and the United States of America. The SUPPLIER is obligated to inform EVVA if a delivery or service is partly or wholly subject to domestic or international export limitations.

16.2 The SUPPLIER is obligated to immediately furnish any proof of origin (e.g. supplier declarations, limitations on the movement of goods) requested by EVVA with all necessary information and correctly signed.

16.3 The SUPPLIER shall fully indemnify EVVA from all claims of authorities or other third parties towards EVVA based on non-observance of duties under export control law related to the supplies and services of the SUPPLIER and shall be obligated to compensate EVVA for all damages and expenses arising in this connection, unless the SUPPLIER is not responsible for the breach of duty. This does not entail a reversal of the burden of proof.

17 Confidentiality and data protection

17.1 The SUPPLIER confirms that all confidential information that they receive directly or indirectly from the other contractual party, particularly figures, drawings, calculations, quality guidelines, samples and other objects, as well as other information, findings, company-internal data and technical expertise (know-how) will be handled with strict confidentiality. Orders and all associated commercial and technical details must also be handled as confidential information. In particular, the SUPPLIER is obligated to use all confidential information requested or made accessible to them strictly for the purposes for which they have received said information and with the same confidentiality with which they would handle their own company secrets in relations with third parties and to refrain from transferring said information partly or wholly to third parties without the written consent of EVVA.

17.2 Companies affiliated with the contractual partner in accordance with corporate law do not apply as third parties in the sense of this agreement. Insofar as such affiliated companies gain access as vicarious agents of a contractual partner to information, findings and technical expertise (know-how) of the other contractual partner, the duty of non-disclosure shall apply accordingly.

17.3 The SUPPLIER is obligated to observe the applicable data protection regulations, take all necessary technical and organisational measures for the protection of the data stored by them and to obligate their employees and other third parties involved in the provision of service in equal measure.

18 Environmental protection, prohibited materials

18.1 The SUPPLIER guarantees and assures the fulfilment of all statutory safety and environmental regulations that are valid for the European Union and assures, in particular, that they comply with the requirements of the EU Chemical Regulation REACH (Regulation (EC) No. 1907/2006, hereinafter referred to as 'REACH') in the respective valid version. The SUPPLIER expressly assures that they do not deliver any products containing the materials in accordance with Appendices 1 to 9 of REACH in the respective applicable version. Should the delivered products contain materials that are on the 'Candidate List of Substances of Very High Concern' ('SVHC list') as specified by REACH, the SUPPLIER shall be obligated to notify EVVA immediately. The SUPPLIER provides safety data sheets in accordance with REACH and/or the necessary information according to Art. 32 of REACH. On request, the SUPPLIER must also notify EVVA of the information in accordance with Art. 33 of REACH.

18.2 The SUPPLIER assures that the deliveries and services provided by them fulfil all requirements of the

- CLP Regulation (1272/2008/EC)
- Regulation on substances that deplete the ozone (1005/2009/EC)
- Regulation on certain fluorinated greenhouse gases (842/2006/EC)
- Directive on batteries and accumulators (2006/66/EC)
- RoHS II Directive (2011/65/EU).

On request, the SUPPLIER shall provide all information verifying the fulfilment of these statutory requirements free of charge and submit any legally binding declarations about the conformity of deliveries and services with the aforementioned regulations.

19 Termination

19.1 Unless something different is specified in other agreements, EVVA is entitled to the unilateral termination of delivery agreements/contracts with immediate effect.

- if a petition for the initiation of insolvency proceedings over the assets of the SUPPLIER has been rejected due to lack of funds to cover costs or such insolvency proceedings have been discontinued due to lack of funds to cover costs, or
- if circumstances arise which make timely fulfilment of the order obviously impossible, or
- if the SUPPLIER or their subcontractor breaches duties of non-disclosure or other significant contractual provisions. Significant breaches of contract include, in particular, such defaults in intermediate or final dates, as well as defects that endanger EVVA's fulfilment of contract obligations towards its own contractual partners.

20 Final provisions

20.1 The law of the Republic of Austria applies exclusively. Application of provisions of the Austrian Act on International Private Law [IPRG] and other conflict-of-law rules, such as the United Nations Convention on Contracts for the International Sale of Goods (UN CISG) is excluded.

20.2 The place of jurisdiction for all disputes is the location of the registered office of EVVA. However, EVVA reserves the right to file suit against the SUPPLIER in its own general place of jurisdiction.

20.3 The place of fulfilment for deliveries and services is the destination specified by EVVA. The place of fulfilment for EVVA's payment obligation is the location of the registered office of EVVA.

20.4 Insofar as one or multiple provisions in the GTCP should be or become legally invalid, the validity of the remaining provisions shall remain unaffected by this. The invalid provision shall be replaced with a regulation having an economic purpose that comes as close as possible to that of the invalid provision to be replaced.