

GENERAL TERMS AND CONDITIONS of VAP-WINTERSTEIGER GMBH

1. General information, scope of application

- 1.1. These General Terms and Conditions (hereinafter GTC) as amended shall apply to all transactions between VAP-WINTERSTEIGER GmbH, Rieder Straße 35 / Halle 5 / Box 1-2, 4931 Mettmach, Austria (hereinafter VAP) and its Customers, which are entrepreneurial businesses, and/or to all services and products supplied to them.
- 1.2. These GTC shall also apply to all transactions of such kind in the future without their application having to be agreed in each individual case, unless otherwise agreed in writing.
- 1.3. No general terms and conditions or contractual terms of the Customer shall be applicable and no such terms will be taken into account, unless explicitly agreed to in writing by VAP in the respective contract. If in any correspondence reference is made to any document which includes or refers to such terms, such reference does not suggest any agreement to the applicability of such terms. Nor shall any act on the part of VAP in fulfillment of a contract be considered to be an agreement.
- 1.4. Legally relevant declarations and notifications made by the Customer to VAP after the contract has been signed (e.g., setting of deadline, defect notices, declaration of rescission or reduction of price) must be in writing to be valid.
- 1.5. Incoterms® to which reference is made in these Terms and Conditions apply in their up-to-date version.

2. Contract / Quotations / Confirmation of Order

- 2.1. A contract with VAP is formed only on the basis of an explicit written mutual declaration of intent.
- 2.2. All Quotations are subject to change and non-binding, unless a Quotation is explicitly described, in writing, as binding.
- 2.3. A contract is not formed until it has been confirmed in writing by VAP. A lack of response does not constitute acceptance of an order.
- 2.4. The Customer is bound to its Purchase Order/Order for four weeks, unless the Customer explicitly specifies some other period of validity in the Order.
- 2.5. The Customer shall be obligated to check the Order Confirmation without delay. If there is a discrepancy between the Order Confirmation and the Order, the Customer shall be deemed to have approved the deviation unless the Customer provides a written statement to the contrary within three (3) working days.
- 2.6. The bases for the products and/or services to be supplied by VAP are: VAP's Quotation, the Customer's Order/Purchase Order, and VAP's Confirmation of the Order.
- 2.7. Oral ancillary agreements or amendments must be in writing in order to be effective. The same shall apply to the waiver of the written form requirement.

3. Pricing / Costs

- 3.1. The terms of delivery and payment specified in these GTC shall apply, unless otherwise agreed in the Quotation.
- 3.2. The prices specified in the Quotation shall apply. Where an individual contract was concluded, the prices specified in the individual contract take precedence. The costs of freight, customs, postal charges, packing, insurance and other charges are charged separately, unless otherwise specified in the Quotation.
- 3.3. The Customer shall be obligated to provide and/or support VAP with the documents required as evidence for the purpose of VAT-exempt delivery (confirmation of arrival or equivalent).

- 3.4. If any change in the inevitable costs for proper performance occurs, e.g., costs for materials, energy, transportation, subcontracted works, financing, or labor costs due to collective agreement arrangements or due to internal works agreements etc., VAP will be entitled and/or obligated to change the prices in accordance with the change in costs, either upward or downward, even after the contract has been concluded. Relevant indexes may be used.
- 3.5. Objection may be raised in writing within four weeks after the date of VAP's price adjustment notification, by the Customer in case of significant price increases and by VAP in case of significant price decreases; if no objection is raised, the change in price shall be deemed to have been agreed as effective from the date stated in the notification, which shall not be before the date of dispatch.
- 3.6. If the Customer raises an objection, VAP can exercise, in writing and within two weeks after receipt of the objection, its right to extraordinary termination with immediate effect. VAP will specifically point out this consequence to the Customer in the price adjustment notification. Any ordinary or extraordinary termination right remains unaffected thereby.
- 3.7. A price increase in a particular cost category may be used by VAP for a price increase only to the extent to which it is not compensated by a decrease in other cost categories. In the case of cost reductions, the prices shall be reduced to the extent to which the cost reductions are not compensated, in whole or in part, by increases in other areas. VAP will not choose the dates of a change in price in such a way that cost reductions, as compared to cost increases, are taken into account on the basis of terms unfavorable for the Customer. Thus, cost reductions have at least the same impact on pricing as cost increases.
- 3.8. Where no specific prices are expressly agreed for an order, invoices will be based on the list prices effective on the day of delivery.
- 3.9. All costs incurred due to a subsequent change to or adjustment of the Order shall be borne by the Customer.
- 3.10. All guaranteed deductions or discounts or other concessions shall not be granted if the Customer defaults on payment or insolvency proceedings are instituted against the Customer's assets.

4. Payment

- 4.1. Invoices are payable within 30 days of the invoice date without any discount and free of expenses, unless otherwise agreed in writing.
- 4.2. The date VAP receives a payment is authoritative for determining the timeliness of the payment. If payment is not made by the due date, the Customer will be in default immediately without any further notice.
- 4.3. Payments received will firstly be set off against costs incurred and next against interest and lastly against the capital. VAP is entitled to set off payments against the oldest arrears first.
- 4.4. If the Customer defaults on payment, default interest at the statutory rate or at least at a rate of 1% per month will be charged for the default period. If the Customer is not responsible for the default, default interest at the statutory rate, but at least at a rate of 0.5 % per month, will be charged. The right to claim reimbursement for any documented higher damage resulting from a default is not affected thereby.
- 4.5. Even after default on payment for reasons beyond the Customer's control, the Customer undertakes to pay the costs for reminders and collection (e.g., lawyer's fees, costs of debt collecting agencies, etc.) incurred in the extrajudicial collection of the claim.

- 4.6. If the Customer is in arrears with a due payment or part of a payment for 14 calendar days or more, the total remaining amount plus interest will become immediately and automatically payable. Non-assertion of a right by VAP shall not be deemed to constitute a waiver of such a right.
- 4.7. If any individual components of the plant have not been supplied with the main delivery, the amount due at the date of delivery shall be reduced by the amount due for the parts not yet delivered.
- 4.8. Bills of exchange and checks will only be accepted on the basis of an express agreement, without obligation of presentation and protesting, and in lieu of payment. Acceptance will be at the value applicable on the day on which VAP can have disposal of the equivalent value.

5. Security/Collateral

- 5.1. VAP may demand adequate security (e.g., reasonable down payment, bank guarantee or facility letter, financing confirmation) for the payable purchase price upon or after conclusion of the contract.
- 5.2. If customers have their residence or registered office in a foreign country or if there is evidence that there is a risk of non-payment, VAP will be entitled at any time, also within the framework of current business relations, to carry out a delivery, in whole or in part, only against payment in advance. VAP includes a relevant reservation clause in the Quotation or in the Confirmation of Order, at the latest. In such a case, the products will not be delivered before full payment has been made.
- 5.3. If insolvency proceedings are instituted against the Customer, if insolvency proceedings against the assets of the Customer are rejected for lack of cost-covering assets, if enforcement proceedings against the Customer are instituted, if the financial position of the Customer deteriorates significantly or if the credit information about the Customer is not absolutely sound, VAP will be entitled to call for immediate payment of all outstanding accounts, including amounts that are not yet due. In each of these cases, VAP is also entitled to make future deliveries already confirmed by VAP conditional on advance payment or the provision of collateral, even if such an approach was not agreed.
- 5.4. VAP is not obligated to fulfill the Order before receipt of the collateral. Agreed completion dates will be altered accordingly until receipt of the collateral.

6. Withdrawal from the contract

- 6.1. The Customer shall not be entitled to withdraw from the contract in whole or in part. In the event that VAP accepts a withdrawal in an individual case, the Customer undertakes to pay VAP a lump-sum amount of conscience money at the rate of 30% of the order total. The right to assert a higher loss shall remain unaffected.

7. Delivery / Delivery dates / Default of delivery / Passing of risk / Force majeure / COVID 19

- 7.1. Unless otherwise agreed, delivery of spare parts is made ex works VAP (EXW Incoterms®) and delivery of plants is made free carrier VAP (FCA Incoterms®), with the premises of VAP being the place of performance for the delivery and any potential supplementary performance. At the request and expense of the Customer, and if approved by VAP, the contracted items will also be shipped to another destination (purchase to destination).
- 7.2. Delivery periods and dates are always estimated dates, also after the order has been confirmed, even if this is not expressly mentioned. They are not binding or fixed dates nor

shall exceeding them constitute a breach of material contractual obligations (except when the deadline is exceeded significantly). VAP will do its best to comply with delivery deadlines, however. In case of delays, VAP will communicate the anticipated new delivery periods and deadlines. In the cases described in art. 7.8., the arrangements laid down there shall apply.

- 7.3. A prerequisite for compliance with delivery periods and deadlines is due fulfillment of all contractual obligations by the Customer in the course of the business relationship. If the Customer is in delay with providing the data, information and documents required for executing the order, extensions of delivery periods and deadlines will be the consequence.
- 7.4. In case of a delay of delivery for which VAP is responsible, the Customer may either request further performance or, after having set expressly and in writing a reasonable period of respite of at least eight (8) weeks, rescind the contract with regard to the products affected by this delay, excluding any further claims. This rescission of the contract will only be legally effective if VAP culpably fails to comply with the period of respite set.
- 7.5. VAP is entitled to make partial deliveries, provided that no substantial additional expenditures or extra costs are incurred by the Customer thereby, unless VAP agrees to bear these costs. The risk for a partial delivery shall pass to the Customer as each part is delivered.
- 7.6. Purchases to destination are shipped ex works VAP (EXW Incoterms®) and in any case at the expense of the Customer. Once loading and shipping of the product/s begins, the risk passes to the Customer, also in the case of partial deliveries or if VAP provides, or agrees to provide, further services (e.g. installation and/or start-up). Where delivery "free carrier" or "free of all charges" was agreed, the risk passes to the Customer upon dispatch ex works. VAP is entitled, but not obligated, to take out insurance against damage in transit at the expense of the Customer, even if not expressly requested by the Customer to do so. Unless otherwise agreed, the freight routes and types of freight transportation will be competently chosen by VAP without VAP having to opt for the least expensive and/or fastest mode of transportation in each case.
- 7.7. The Customer may request delivery no earlier than four weeks after expiry of the agreed non-binding delivery period/deadline (reminder of due delivery). This period shall be reduced to two weeks for contracted items that are available at the premises of VAP.
- 7.8. Hindrance to the performance:
If a hindrance to performance is foreseeable, VAP will inform the Customer thereof in writing. If VAP fails to do so, VAP will only be entitled to claim that adverse circumstances should be taken into account if the Customer must obviously be aware of the circumstances and their adverse impact. Periods and deadlines will be extended if the hindrance is caused by:
a) a circumstance stemming from the risk sphere of the Customer,
b) force majeure (art.7.9), or
c) inevitable adverse consequences of the coronavirus or ongoing acts of war.
The deadline shall be extended by the duration of the hindrance plus additional time allowed for the resumption of work and a potential postponement to a less favorable time of the year. VAP will be released from its obligations of delivery during this period.
- 7.9. Force majeure includes unforeseeable circumstances and events beyond the control of VAP which could not have been prevented with the due diligence of a prudent businessman

and which prevent VAP from delivering the contracted item by the due date, such as strike and lock-out, war and riots, fire, floods, obstacles to transportation, blackout, shortage of energy, raw materials or consumables, emerging material scarcity, import and export restrictions, state-stipulated or governmental measures, pandemics, epidemics or other breakdowns, irrespective of whether these hindrances effect the operations of VAP or the operations of its suppliers or subcontractors. VAP will immediately inform the Customer about the occurrence and the end of a force majeure event and do its best to minimize the impacts of force majeure to the greatest possible extent. If a force majeure event occurs, VAP and the Customer shall jointly decide on how to proceed. Should the hindrance resulting from force majeure continue for more than 3 months, both Parties are entitled to terminate the contract for cause.

- 7.10. Compliance with delivery periods and deadlines is subject to correct and timely supply from upstream suppliers, provided that VAP cannot be made responsible for non-delivery and that VAP exercised due diligence in arranging a replacement transaction.
- 7.11. In case of default of acceptance by the Customer – even for reasons beyond its control – VAP is entitled to either store the products at Customer's risk and expense in a public warehouse or in any other secure way or, after giving due notice (exceptions: imminent danger, infeasibility of giving notice), freely dispose of the products with the effect of discharging the debt, including, but not limited to, selling the products to third persons.
- 7.12. In the case of delay of delivery and/or acceptance through no fault of VAP, the risk passes to the Customer no later than on the date of the shipping note or the date of the notification that the items are ready for acceptance.

8. Installation and start-up

- 8.1. The extent and range of installation and start-up services to be provided by VAP under the Contract is specified in the Quotation and/or each contract.

9. Cooperation duties of the Customer

- 9.1. For proper performance of the Contract, the cooperation of the Customer is needed. The Customer must therefore take all collaborative action which is required and within its sphere, in time and to a sufficient extent, to enable VAP to fulfill its obligations.
- 9.2. The Customer must provide VAP, within a reasonable period of time, with any information requested by VAP and, additionally, all the information needed for manufacturing, installing and starting up the plant, especially if such information relates to extraordinary or unexpected circumstances.
- 9.3. The Customer shall be obligated to ensure that the contracted item can be installed at its premises and will be responsible for all preparatory works.
- 9.4. VAP provides manpower, special tools and programming devices for the installation of the contracted item at the Customer's premises. The Customer shall provide, at its own expense, the necessary materials and supplies (including, but not limited to, lifting equipment, energy, lubricants, oil, water), test material and an Internet connection in the form of a VPN connection.
- 9.5. The Customer must take all measures necessary to protect all persons and property at its premises and ensure that the working conditions at its premises are such that VAP personnel is not exposed to any risks. The Customer must

inform VAP about the safety rules in place at its premises and about any special circumstances.

- 9.6. The Customer is responsible for compliance with environmental protection provisions and for obtaining all governmental and regulatory approvals in connection with the contracted item at the Customer's premises.

10. Acceptance / Acceptance test

Preliminary acceptance and final acceptance

- 10.1. After its completion, the contracted item will be installed, to the extent required, at the premises of VAP. If preliminary acceptance at the premises of VAP was agreed, a preliminary acceptance test will be conducted at the premises of VAP in the presence of the Customer. This can also be done via audio/video communication. Once the Customer has approved the delivery in writing (signed certificate of preliminary acceptance), the plant will be dismantled and delivered to the Customer, where it will be reassembled and started up. After the start-up at the Customer's location, the final acceptance test will be carried out.
- 10.2. **Acceptance test (preliminary acceptance and final acceptance)**
 - 10.2.1. When the contracted item has been installed and put into operation (at the premises of VAP and/or at the premises of the Customer), acceptance testing is required to determine whether the plant conforms to the provisions of the contract, unless otherwise agreed.
 - 10.2.2. VAP will notify the Customer in writing when the plant is ready for acceptance. This notification includes a date for the acceptance test which gives the Customer sufficient time to make preparations for the test and to be represented.
 - 10.2.3. The Customer shall bear all costs of the test materials required for the acceptance tests (both for preliminary acceptance and for final acceptance) and shall provide such materials itself, unless otherwise agreed. Each Party shall pay all costs (including travel costs) incurred for its own personnel and other representatives.
 - 10.2.4. The Customer shall provide, at its own expense, the items required for final acceptance testing, including, but not limited to, energy, lubricants, water, fuels, raw materials and all other materials necessary for conducting the acceptance tests and for making final adjustments during the test preparations. The Customer shall also install equipment at its own expense and provide the personnel and resources needed for carrying out the acceptance tests.
 - 10.2.5. If the Customer has received a notification that the items are ready for acceptance and fails to meet its obligations or prevents in any other way the acceptance tests from being carried out, the tests shall be deemed to have been successfully carried out on the scheduled date of the acceptance tests, as specified in the notification sent by VAP.
 - 10.2.6. Acceptance tests are conducted during normal working hours.
 - 10.2.7. VAP makes a written record of the acceptance test and forwards this record to the Customer. If the Customer, after having received a notification, is not represented during the acceptance tests, the Customer cannot challenge the accuracy of the certificate of acceptance.
 - 10.2.8. Should the acceptance tests show that the plant is not in conformity with contract requirements, VAP must remedy the defects identified within a reasonable period. The Customer must give VAP the possibility to remedy the

defects. VAP shall be granted the time required to remedy the defects during normal working hours. If the Customer does not give VAP the possibility to remedy the defects within 16 weeks after the defects have been discovered, the Customer will be considered as having forfeited all its rights regarding these defects.

- 10.2.9. Once the defects have been remedied, the acceptance tests described above shall be carried out again – except in the case of minor defects which pose no obstacle to acceptance; the provisions above shall apply mutatis mutandis.

10.3. Acceptance

- 10.3.1. If acceptance tests were agreed, the Customer undertakes to accept the contracted item if the acceptance criteria are fulfilled.

- 10.3.2. The plant shall be deemed to have been accepted if
- acceptance testing has been carried out successfully or is deemed to have been carried out successfully;
 - only minor defects which do not impair the essential functions of the plant have been discovered during acceptance testing;
 - the Customer fails to give VAP the possibility to remedy the defects discovered during acceptance testing within 16 weeks;
 - the acceptance is delayed due to reasons attributable to the Customer by more than 3 months from the notification that the plant is ready for acceptance;
 - the Customer has already put the plant into operation or is already using it for production without acceptance testing, unless VAP has agreed to this in writing;
 - upon completion VAP notified the Customer in writing that the contracted item was ready for acceptance, indicating an acceptance date, and the Customer fails to appear or suggest another date by the date proposed by VAP, or if the Customer prevents the acceptance in any other way;
 - the Customer has been notified by VAP in writing that the plant has been completed. This applies, however, only to cases where the parties have not agreed on acceptance testing.

- 10.3.3. Minor defects which do not impair the essential functions of the plant do not constitute a reason for refusing acceptance.

- 10.4. VAP's obligation to supply the plant to the Customer is fulfilled upon final acceptance of the plant. Any obligations to remedy minor defects are not affected thereby.

- 10.5. The Customer shall not be entitled to use the plant or parts of it before acceptance. If the Customer does so anyway, the plant shall be deemed to have been accepted, unless VAP has agreed to such use in writing. In such a case, VAP is no longer obligated to conduct acceptance tests. If VAP has agreed in writing to the early use of the plant, the acceptance test shall nevertheless be carried out. If any defect is discovered, the Customer must prove that it was not (partly) caused or worsened by the early use. Early use by the Customer is at its own risk.

- 10.6. If the Customer is in default of acceptance, VAP shall be entitled to store the contracted items at the risk and expense of the Customer at the premises of VAP or another storage location, taking the Customer's interest into account. The storage location will be chosen by VAP. VAP will immediately notify the Customer of the storage location and provide information about the storage location, including, but not limited to, the costs that will be incurred by the Customer. The Customer must notify VAP in time that it is unable to accept

the contracted items ready for shipment in time. Moreover, the Customer shall be obligated to immediately, within the scope of due diligence, seek alternatives for picking up the contracted items and to remedy the circumstances preventing the acceptance.

- 10.7. In the event of non-acceptance, VAP may exercise its statutory rights, including, but not limited to, selling the items as defined in § 373 Austrian Commercial Code.

11. Warranties

- 11.1. VAP warrants that the plant will be manufactured in compliance with the relevant applicable laws and meet the requirements of these laws in every respect.

- 11.2. VAP warrants that the plant will have the properties expressly requested as stated in the Quotation. Oral information and assurances as well as data and statements about the properties of products in price lists, leaflets, brochures, product descriptions and other advertising material, public announcements, on the homepage of VAP or in any documents whatsoever made available by VAP for downloading, printing and storing give only an approximate description and are to be considered nonbinding; they do not constitute assurance of any particular property.

- 11.3. Assurances of properties and warranties shall not be effective unless expressly confirmed by VAP in writing.

- 11.4. All data regarding the scope of delivery, appearance, performance, dimensions and weight of the contracted item given in descriptions which are valid when the contract is concluded should be considered to be approximate and not warranted. VAP reserves the right to make reasonable changes to the appearance, including, but not limited to, variations in shape, design changes, changes in features or colors and changes in the scope of delivery, provided that the contracted item is not changed substantially and the changes are acceptable to the Customer. As far as VAP uses any symbols or numbers to identify the Order or the contracted item, no rights can be derived from this fact alone.

- 11.5. The Customer may assert its rights under the warranty from the day on which the plant is deemed to have been accepted. The warranty period and the period of limitation commence on that day. Unless otherwise agreed, the warranty period lasts 12 months or until the day the number of hours of operation of the plant has reached 2,500, whichever occurs first.

- 11.6. VAP is not obligated to check whether the documents and information provided by the Customer are accurate and complete or whether they are suitable for the intended use.

- 11.7. If the plant is relocated to a location other than the location specified in the contract after it has been delivered, and if this leads to an increase in the cost of settling any warranty claims, the relevant additional costs shall be borne by the Customer.

- 11.8. A prerequisite for any claims for defects by the Customer is the fulfillment of the Customer's statutory obligations to inspect the products and to give notice of defects (§§ 377, 381 Austrian Commercial Code (UGB)) in the course of acceptance testing. Any defect discovered during acceptance testing must be chronicled in the acceptance record. If a defect is discovered at a later point in time, written notice must be given to VAP without delay. The notice shall be deemed given without delay if it is sent within seven workdays, with timely dispatch being sufficient for observing the deadline. If the Customer fails to perform the proper inspection and/or give proper notice of defect, all rights with regard to any defects for which notice was not given are excluded.

- 11.9. If the Customer discovers a deficiency, the Customer must not make any changes to the plant or entrust a third party with the repair without VAP's approval. If a deficiency is discovered,

- VAP must be given sufficient time to verify the deficiency and remedy it, if possible, or provide a replacement.
- 11.10. Only in cases of immediate endangerment of operational safety and/or to avoid disproportionate damage, shall the Customer be allowed to remedy the defect itself or to hire a third party to remedy the defect and request reimbursement for the expenditure incurred from VAP. VAP must be notified of the defect without delay.
 - 11.11. When a notice of defect is justified, VAP will, at its discretion, either remedy the defect or deliver a defect-free replacement within a reasonable period. VAP is entitled to at least a second attempt at eliminating the defect if the first attempt failed.
 - 11.12. If an attempt for elimination of defects fails or is refused by VAP or if the Customer has set a reasonable period of respite in writing and such period has expired without the effect having been remedied, or if setting a deadline is not necessary according to legal regulations or if other legal prerequisites are met, the Customer has a statutory right to get a price reduction or, in the case of a major defect, withdraw from the contract.
 - 11.13. It shall be for VAP to decide whether a defect shall be rectified by way of remote maintenance or remote diagnostics (e.g., via remote access), provided that this is not to the Customer's disadvantage. To enable remote maintenance or remote diagnostics, the Customer must ensure that the electronic services required for undisturbed remote maintenance/remote diagnostics, including, but not limited to, the connection of the plant to the Internet, are installed and operating according to the general state-of-the-art and the technical requirements specified by VAP. The Customer must fully and at all times comply with VAP (safety) information and instructions on how to deal with the situation when remote maintenance and remote diagnostics are employed, and advise its employees accordingly.
 - 11.14. The Customer must enable VAP to improve or replace the defective item. If the Customer prevents VAP from doing so for more than 16 weeks, the Customer will be considered as having forfeited all its rights with regard to these defects.
 - 11.15. Defects resulting from incorrect installation, non-standard operation, defective and/or lack of maintenance (including, but not limited to, robots), defective and/or improper operation, improper handling or improper maintenance or corrosion or normal wear and tear are excluded from warranty.
 - 11.16. Warranty does not cover the replacement of parts exposed to natural wear and tear.
 - 11.17. Warranty will expire if repair work was carried out by the Customer or a third party without VAP's approval and if the Customer does not prove that such intervention was not the cause of the defect.
 - 11.18. Used contracted items sold are excluded from any material defect claims.

12. Warranty and liability for digital services

- 12.1. VAP assumes no warranty and liability with regard to the accuracy, completeness, applicability and usability of transmitted data (including data on the condition of machines (components) and materials, maintenance cycles, etc.). VAP assumes no warranty and liability with regard to the flawless functioning of all features of digital services at all times.
- 12.2. VAP assumes no warranty and liability with regard to interruptions or disruptions in the use of digital services.
- 12.3. No warranty or liability is assumed with regard to any damage or loss (including data loss) or operational interruptions caused by interruptions of or problems with permanent

Internet connections or the technical availability of digital services.

- 12.4. VAP will decide whether to perform updates and/or upgrades of a contracted item.

13. Availability of digital services

- 13.1. The Customer acknowledges that the involvement of third-party suppliers is necessary for the provision of digital services (such as remote maintenance), especially telecommunications network operators and mobile communications providers, and thus digital services can be limited or interrupted because of factors which are outside the control of VAP.
- 13.2. Moreover, the Customer acknowledges that digital services can be limited or interrupted temporarily because of technical measures including, but not limited to, maintenance, emergency maintenance and updates, or because of technical problems including, but not limited to, interruption of power supply or hardware or software errors. A one hundred percent availability and trouble-free functioning of digital services cannot be guaranteed.
- 13.3. In the case of interruptions or disruptions of the permanent Internet connection or the technical availability of digital services, VAP will not be obligated to provide digital services.
- 13.4. This does not entitle the Customer to retain or reduce a payment. VAP will endeavor to restore the availability at reasonable cost as quickly as possible.

14. Liability

- 14.1. VAP assumes liability only with regard to damage caused by intent or gross negligence on the part of VAP.
- 14.2. The Customer's claims for damages shall be limited to the amount of the net total payment for the plant.
- 14.3. VAP assumes no liability with regard to consequential damage, purely pecuniary losses, and loss of profit, loss or compromise of data and information, third-party damage and other indirect damage.
- 14.4. The Customer has the burden of proving intent and gross negligence.
- 14.5. Any claims for damages must be asserted by the Customer in court within 1 year of becoming aware of the damage and the party at fault, otherwise all claims are forfeited.
- 14.6. No limitations of liability shall apply in the case of intent or malice or damage resulting from injury of life, limb or health of a person and where the product liability legislation is applicable.
- 14.7. The above provisions shall also apply for the benefit of staff, subcontractors and other persons working for VAP.

15. Reservation of title

- 15.1. VAP expressly reserves ownership of the products and rights delivered or accepted until they have been paid for in full, interest and associated cost included, irrespective of the legal basis.
- 15.2. If the Customer is in arrears with payment, VAP will be entitled to call for a return of the products under reservation of title. Assertion of the reservation of title does not constitute withdrawal from the contract, unless VAP expressly declares its withdrawal.
- 15.3. The Customer shall be obligated to visibly label all products under reservation of title by VAP in order to make third parties aware thereof, and to comply with all applicable statutory formalities (e.g., entry into register). In the event of any seizure of the products under reservation of title by third parties, including confiscation or attachment or the like, the Customer must point out VAP's title to the products and notify VAP in writing without delay. The Customer shall fully

- indemnify and hold VAP harmless in regard of all expenses incurred in the prevention of any seizure of the products under reservation of title.
- 15.4. The Customer shall not be entitled to sell the products under reservation of title to a third party or pledge or assign them as collateral or deploy them in any other way without the prior written consent of VAP.
- 15.5. In the event that the Customer deploys the products under reservation of title, the Customer hereby assigns all claims against third parties resulting from the sale or any other deployment of the products under reservation of title, up to the amount of outstanding claims, to VAP for payment. The Customer shall be obligated to provide the name of the purchaser, the purchase price, the delivery date, the location of the products and all particulars required for the collection of the account receivable etc. as well as any pertaining documents. Moreover, the Customer shall be obligated to enter the assignment of these claims to VAP in its books (book entry) appropriately. If the Customer collects the proceeds, the Customer shall be obligated to keep them separately.
- 15.6. The Customer shall be entitled to collect the receivables from the sale or any other deployment even after assigning these receivables to VAP, until such power is revoked. This shall not affect VAP's right to collect the receivables itself; VAP undertakes to not collect them as long as the Customer meets its payment obligations, however. The Customer's powers to collect such assigned claims shall terminate if the Customer stops making the required payments or insolvency proceedings against the Customer are applied for or instituted. The statutory rights of an insolvency administrator shall remain unaffected, even if his/her appointment is only temporary.
- 15.7. After giving due notice, VAP shall be entitled to withdraw from the contract and collect the products under reservation of title if the Customer fails to fulfill its obligations - even for reasons beyond its control - or if circumstances arise which would prejudice the rights of VAP.
- 15.8. The Customer shall be obligated to treat any contracted items/the products under reservation of title with care and keep them in custody as appropriate, to have VAP or professionals approved by VAP perform the necessary maintenance, upkeep and repair works and to take out, at its own expense, sufficient replacement value insurance against all risks of loss or damage, including, but not limited to, damage resulting from fire, water, lightning and theft, for the time the reservation of title is effective, entering VAP as beneficiary in the insurance policy. Moreover, the Customer undertakes to provide VAP with proof that the insurance has been effected, if so requested by VAP in writing.
- 15.9. In the event of attachment, confiscation, damage and/or loss, the Customer shall be obligated to notify VAP without delay, failing which VAP is entitled to withdraw from the contract. The Customer shall bear all costs which have to be paid, particularly within the scope of an action for the revocation of an attachment brought by a third party who claims title to an attached item or, if applicable, recovery of the contracted items/the products under reservation of title, provided that they cannot be collected by third parties.
- 15.10. Should the realizable value of the collateral granted to VAP according to the above provisions exceed the amount of VAP's claims against the Customer by more than 10 %, VAP will, at its discretion, release collateral to such an extent if so requested by the Customer.
- 15.11. If products/services are delivered to another foreign jurisdiction where the reservation of title rule does not provide the same level of legal security as in Austria, the Customer will do all in its power to create an appropriate level of security for VAP without delay. The Customer shall cooperate in all measures required and conducive to ensuring the effectiveness and enforceability of such security, e.g., registration, publication etc.
- 15.12. The Customer shall not make any alteration to the plant without the prior written consent of VAP.
- 15.13. If the Customer combines an item under reservation of title with other items, VAP becomes the co-owner of the new item, pro rata to the proportion of the invoice value of the item under reservation of title to the invoice value of the other product plus the value of the processing work. If the ownership of VAP expires through combination, mixing or processing, the Customer hereby transfers to VAP, at the time the combination, mixing or processing is effected, the property rights in relation to the new item to which VAP is entitled, to the extent of the invoice value of the products under reservation of title, and keeps them in custody on behalf of VAP without charge. The property rights to which VAP is thus entitled shall be deemed products under reservation of title as defined in this article "Reservation of title".
- 15.14. The Customer hereby assigns to VAP all claims arising from an insurance event or due to other legal reasons (e.g. in the cases of further processing, tort or loss of ownership due to connection of the contracted item to a plot of land) in regard of the products under reservation of title in the amount of the invoice value of the products under reservation of title; VAP hereby accepts the assignment. The Customer shall be obligated to comply with all the necessary safety measures, including, but not limited to, the safety instructions given in the operating manual.
- 15.15. As long as the item is under reservation of title, VAP shall be entitled at any time to perform on-site controls of the plant during business hours to check whether the item is used as agreed at the Customer's premises.
- 16. Software licenses / Updating**
- 16.1. VAP grants the Customer in perpetuity and without any territorial restrictions the non-exclusive and non-transferable right to use the software component provided in the plant and the attached documentation ("Software") in unaltered form within the scope of the operation of the plant for which the Software is intended, unless otherwise agreed in writing between the Parties.
- 16.2. The Customer shall not be entitled to grant affiliated companies as defined by § 189a Z8 Austrian Commercial Code or third parties a usage right or licenses.
- 16.3. The Customer shall not be entitled to use the Software to an extent and for purposes other than the intended use. The use shall be limited to the relevant contracted item.
- 16.4. The Customer shall not be entitled to obtain the Software and the relevant source code through observation, examination, decompiling, disassembling or testing or any other form of reverse engineering.
- 16.5. The Customer shall not be entitled to market, sell, lease or sub-license the Software or make it available for downloading, or publicly available, or to make any Software copies provided to the Customer accessible to third parties.
- 16.6. The Customer undertakes to not remove the manufacturer's information - including, but not limited to, copyright notices - or alter such information without the prior express consent of VAP. Moreover, the Customer shall be obligated to provide adequate protection for the intellectual property of VAP.
- 16.7. All other rights in relation to the Software and the documentation including copies shall remain with VAP and/or the supplier of the Software.

- 16.8. The Customer acknowledges that virus attacks on the Software or functional limitations may occur through no action or fault of VAP even when all possible diligence is applied.
- 16.9. If VAP installs new versions, updates and upgrades or provides other new Software deliveries after the contract has been concluded, the above rights and obligations shall also apply to them.
- 16.10. **No obligation to update:** VAP shall not be obligated to update any digital products or products with digital elements. In the case of a resale by the Customer, the Customer shall be obligated to exclude any obligation to update also vis-à-vis its contract partners.

17. Intellectual property rights / Intellectual property

- 17.1. All intellectual property rights including, but not limited to, copyrights, regarding the plant (including any software created by VAP) and relevant documents and know-how created by VAP, including, but not limited to, drawings, drafts, plans, prototypes and operating manuals which were either included in the delivery or in the Quotation or have become otherwise available to the Customer (e.g., made available by VAP for downloading, printing and storing) shall remain with VAP. Such documents shall not be processed, copied or used in any other way or made accessible or transmitted to third parties without VAP's approval and must be returned upon request. In the case of a breach, the Customer shall be obligated to indemnify and hold VAP harmless, also from any third-party claims.
- 17.2. If VAP has granted the Customer a contractual right to process and alter software and/or its source code in an individual case, and if (i) the Customer or (ii) the Customer and VAP jointly alter, supplement or improve the software and/or its source code, only VAP shall have the rights in relation to the newly created intellectual property – based on the intellectual property rights associated with the contracted item – in regard of the altered, supplemented or improved software and the results and developments based thereon. In such a case, the Customer will receive for its internal use a free, non-transferable, non-sublicensable, worldwide and perpetual license for use of the derived products and the associated intellectual property rights. The Customer shall not be entitled to use, exploit, imitate or appropriate the intellectual property for any use other than the purpose agreed with VAP. Specifically, the Customer shall not be entitled to file applications for industrial property rights, including, but not limited to, trade marks, prototypes, patents or utility models, on the basis of such intellectual property created.

18. Machine data

- 18.1. Electronic components inserted in the machine generate information, including control data, sensor data, and raw machine data. Such information is not considered personal data but of a technical nature (hereinafter "machine data"); it is used by VAP for optimizing functions and potentially developing new products and forms the basis for digital services (e.g., remote maintenance, monitoring). The generation of machine data takes place in the machine (particularly in the course of its use), but it can additionally be triggered by VAP. Machine data is processed on an anonymous basis, i.e., it is only assigned to the machine and not to a person.
- 18.2. The machinery is equipped with integrated tools (e.g., IoT hardware, and/or an integrated SIM card assigned to the machine) which allow remote access to machine data. Via this remote access and the tools required for remote access, VAP

will not make any functional alterations to the machinery or change any features of the machinery. Activation or deactivation of a selective transmission of individual machine data is currently not possible.

- 18.3. VAP actuates the generation of machine data. Subsequently, VAP processes, stores, uses and exploits such machine data. This includes a potential disclosure of data to third parties, including, but not limited to, data which is required for storing machine data (affiliated companies of VAP are not considered "third parties" but parts of VAP).
- 18.4. All machine data, including, but not limited to, any intellectual property regarding results created on the basis of machine data (including, but not limited to, data bases) is created by and remains solely in the ownership of VAP. Moreover, VAP has the right of exploitation and/or, in perpetuity and without any territorial restriction, the exclusive and irrevocable right to use the machine data and any results based on it.
- 18.5. The Customer expressly allows VAP to remotely access the machinery and the necessary associated installations (hardware/software) as required for the purposes described above. The Customer shall refrain from removing, altering or otherwise manipulating the installations (hardware/software) required for remote access unless authorized to do so.

19. Offsetting / Joint and several liability / Retention / Refusal of performance

- 19.1. Any offsetting against VAP's claims is excluded, unless the Customer has acknowledged or undisputed counterclaims or counterclaims which have been recognized by declaratory judgment.
- 19.2. Several customers shall be jointly and severally liable as joint debtors. The Customer shall be jointly liable for all claims of VAP, even if the invoice is made out directly to a third customer and/or the product/service is delivered to a third party at the Customer's request.
- 19.3. The Customer shall have no rights to withhold payments or refuse performance, unless mandatory legal provisions provide otherwise.
- 19.4. As long as the Customer has not fulfilled all its obligations or liabilities resulting from the business relationship with VAP, VAP shall be entitled to retain all products and refuse all performance.

20. Governing law / Place of jurisdiction / Miscellaneous

- 20.1. The exclusive place of jurisdiction for all present and future claims arising out of the business relationship shall be the competent court at the location of VAP's registered office, except where another court has exclusive jurisdiction by law. VAP shall be entitled at all times to bring action at the Customer's place of general jurisdiction.
- 20.2. The contract relationship between the Customer and VAP shall be solely governed by and construed in accordance with the laws of Austria, giving no effect to any conflict of laws rules in international private law or the Convention on Contracts for the International Sale of Goods (CISG).
- 20.3. Should any provision of these GTC be or become void, the validity of the contract and the remaining provisions shall not be affected in any way. The void or invalid provision shall be replaced by a provision meeting the intended economic objective to the greatest extent possible. The same applies to regulatory loopholes.