

General Terms and Conditions of Purchase of Siconnex customized solutions GmbH

1. Applicability

- 1.1. The present General Terms and Conditions of Purchase shall exclusively apply to purchase orders and/or orders of Siconnex customized solutions GmbH, hereinafter referred to as Siconnex. The relevant contracting party shall hereinafter be referred to as Supplier.
- 1.2. Agreements deviating from these General Terms and Conditions of Purchase, such as terms and conditions of sale and delivery or other general terms and conditions of the Supplier shall be effective only if they have been expressly accepted by Siconnex in writing.
- 1.3. Transmission by fax or email shall suffice to fulfil the requirement of written form.

2. Purchase orders and offers

- 2.1. Purchase orders shall only be binding if made in writing. Irrespective of any offers of the Supplier, contracts shall exclusively be concluded on the basis of the content of written purchase orders of Siconnex.
- 2.2. The Supplier shall acknowledge purchase orders in writing within the period defined by Siconnex or otherwise not later than three (3) days after the order date.
- 2.3. Any deviations from the purchase order stated in the acknowledgement of the order shall be clearly emphasised and/or clearly pointed out. Deviations shall only be effective if they have been expressly confirmed by Siconnex in writing.
- 2.4. Oral or written amendments or modifications by the Supplier shall only become binding upon written acknowledgement by Siconnex.
- 2.5. The Supplier shall allocate item numbers to all materials or components that are produced specifically for Siconnex in such a way that Siconnex can clearly assign them to the relevant items. From the time an item number is allocated the materials or components shall not be offered or sold to third parties. Enquiries from third parties shall be referred to Siconnex without exception.

3. Delivery and packaging

- 3.1. Delivery shall be made "delivered, duty paid" (DDP - Incoterms 2010). The agreed destination shall be 5322 Hof bei Salzburg.
- 3.2. The goods shall be properly packaged at the Supplier's cost. The goods shall be shipped in packaging which is in conformity with the Austrian Packaging Regulation [*Verpackungsverordnung*] 2014 as amended from time to time. The Supplier shall bear the risk resulting from insufficient and/or improper packaging.
- 3.3. Siconnex shall be under no obligation to accept delivery by instalments; such delivery by instalments shall require prior approval from Siconnex.

4. Delivery periods and rescission

- 4.1. The delivery periods shall be fixed by Siconnex and can be seen from the purchase order document.
- 4.2. Unless stated otherwise by Siconnex in the purchase order, Siconnex shall be under no obligation to accept deliveries prior to the delivery period or delivery date agreed and may return such deliveries at the Supplier's cost and risk.
- 4.3. In the case of an expected delay in delivery Siconnex shall be immediately advised thereof in writing and the reasons for and the expected duration of the delay shall be advised.

- 4.4. If the delivery is not made within the agreed period or on the agreed date, Siconnex shall be entitled to rescind the contract without granting a grace period and to claim compensation for the total damage incurred as a result thereof.
- 4.5. If the Supplier is in default and Siconnex expressly agrees to late performance in writing, Siconnex shall be entitled to invoice a contractual penalty of 0.5% of the total order value for every commenced calendar week of the delay, but not more than 5% of the total order value, also if the Supplier is not responsible for the delay.
- 4.6. Upon acceptance of delivery title to the goods delivered shall pass to Siconnex. Siconnex shall accept no retention of title by the Supplier.

5. Invoicing and terms of payment

- 5.1. Invoicing shall be made once a month on the last day of every month to the invoice address of Siconnex stated in the order.
- 5.2. Invoices shall comply with the statutory provisions, in particular the Austrian Statute on Value-Added Tax [*Umsatzsteuergesetz*] as amended from time to time. The invoices shall include the purchase order number and any other purchase order data necessary for a clear allocation.
- 5.3. Proper invoices shall be due for payment within fourteen (14) days of receipt less a 3% cash discount or within 30 days without deduction.

6. Guarantee and warranty

- 6.1. The warranty period shall be three (3) years.
- 6.2. The warranty period for the goods delivered shall start at the time at which they are put into operation by the customer of Siconnex, either installed in or mounted onto the system of Siconnex.
- 6.3. The Supplier expressly warrants that the goods are free from defects during the warranty period.
- 6.4. Siconnex shall be free to decide at its own discretion whether to ask for replacement, improvement or a price reduction. In addition, Siconnex shall be free to repair defects or have them repaired at the Supplier's cost.
- 6.5. In the case that Siconnex asks for replacement or improvement of the defective goods, the Supplier shall collect the goods at the place advised by Siconnex. All expenses incurred in connection with remediation of defects, including but not limited to collection of the goods, packaging and transportation and return transportation, shall be borne by the Supplier.
- 6.6. If the defect is repaired by the Supplier, the warranty period stated in paragraph 6.1. shall only start to run again from the point in time stated in paragraph 6.2.
- 6.7. Siconnex shall be under no obligation to inspect the goods immediately and any and all obligations to notify defects related thereto shall be excluded.

7. Quality assurance and product change

- 7.1. The Supplier warrants that the delivered goods are state of the art and that it takes all measures necessary to ensure a constant quality that is accepted by Siconnex.
- 7.2. In order to assure the quality of its goods the Supplier shall maintain a suitable quality management system (QMS), such as DIN EN ISO 9001/2015 or an equivalent quality management system.
- 7.3. The Supplier shall immediately notify Siconnex of any product changes in its product range. A change of products which are specifically manufactured for Siconnex shall be permitted only upon Siconnex' express approval.
- 7.4. If the Supplier uses subcontractors to fulfil an order or subcontracts orders to them, this shall be permitted only upon Siconnex' written approval.

8. Liability

- 8.1. The Supplier shall be liable vis-à-vis Siconnex for all direct or indirect damage for which it is responsible and for any violations of the present terms and conditions.
- 8.2. The Supplier shall indemnify and hold harmless Siconnex if Siconnex is held liable by third parties for any damage that is attributable to the Supplier's goods.

9. Secrecy

- 9.1. The Supplier undertakes to keep secret any and all data and business secrets that have become known to it in connection with the conclusion and performance of a contractual relationship.
- 9.2. The Supplier's obligation to maintain secrecy shall continue without restriction after the end of the business relationship and for any and all data that have become known to it and any and all samples or drawings that were entrusted or made accessible to it, even if no business relationship has resulted therefrom.
- 9.3. The Supplier shall use the information that has become known to it only insofar as it is required for performance of the contract. The Supplier shall be expressly prohibited from using the information in any other way (disclosure, exploitation, etc.).

10. Final provisions

- 10.1. The court in 5020 Salzburg having jurisdiction over the subject matter shall be the exclusive place of jurisdiction. Siconnex shall still be entitled to sue the Supplier before the court at the place of the Supplier's registered office.
- 10.2. This contractual relationship shall be subject to Austrian law; UN Sales law and the conflict of laws rules shall be excluded.
- 10.3. If any provisions of this General Terms and Conditions of Purchase are invalid, the validity of the remaining provisions shall not be affected. The contracting parties undertake to replace those provisions by provisions which come as close as possible to the invalid provisions.