

# General Terms and Conditions of Delivery and Payment of EUTECTICAL Engineering GmbH (EUTECTICAL)

## I. Scope of Application

- Our General Terms and Conditions of Delivery and Payment apply exclusively; We do not recognize conflicting or deviating terms and conditions of the buyer unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Delivery and Payment shall also apply in cases in which we execute the delivery to the Buyer without reservation in knowledge of conflicting or deviating terms and conditions of the Buyer.
- These General Terms and Conditions of Delivery and Payment shall also apply to all future orders placed with EUTECTICAL, regardless of whether or not EUTECTICAL expressly refers to such terms and conditions in the individual case.
- Our General Terms and Conditions of Delivery and Payment only apply to entrepreneurs within the meaning of the applicable Austrian federal laws.

## II. Offer and Conclusion of Contract

- Offers are always made without obligation.  
All offers are based on the General Terms and Conditions of Delivery and Payment of EUTECTICAL.
- Orders require written confirmation in order to be legally valid, the content of which is decisive for the contractual relationship.  
Ancillary agreements must be in writing in order to be legally effective and must be confirmed in writing by EUTECTICAL. Silence on our General Terms and Conditions of Delivery and Payment shall be deemed to be acceptance in the event of an order being placed.
- We reserve the right of ownership and copyright to illustrations, drawings, cost estimates, construction documents, models, templates as well as other offer documents and CA data. This also applies to such written documents that are marked as "confidential". Before passing it on to third parties, the buyer requires our express written consent.

## III. Prize

- Unless otherwise stated in the order confirmation, our prices are "ex works/EXW" in euros according to the final INCOTERM definition plus the statutory value added tax applicable at the time of delivery.
- The costs for freight, packaging, loading, shipping and other ancillary costs are not included in the price and will be invoiced additionally. The packaging will be invoiced separately to the buyer.
- The following points are not included in the price of a hardware delivery and are agreed separately:
  - Supply of technological aids such as CAD data, templates, models, NC programs, hardware supplies, gauges, etc. from EUTECTICAL.
  - Provisionally manufactured pre-series parts.
  - Testing of hardware products on tryout presses available at EUTECTICAL.
  - Initial samples directly from the hardware goods including initial sample test report.
  - Wear and spare parts.
  - Active parts coating.
  - Assembly and installation services on the machine on site on the buyer's side.
  - Handover of the hardware goods on the part of the buyer.

## IV. Payments

- Unless otherwise agreed, payments are due and payable as follows:
  - Order values up to EUR 10,000.00 net: within 30 days from the date of invoice without deduction.
  - Order values for non-hardware deliveries such as consulting or engineering are generally agreed individually. Net payment term: within 30 days from the date of invoice without deduction.
  - Order values for hardware deliveries of more than EUR 10,000.00 net:
    - 30 % after order confirmation by EUTECTICAL GmbH
    - 30% after design approval
    - 30 % after pre-acceptance
    - 10% after approval, no later than 60 days after delivery

The stated payment terms apply exclusively to the main order.

Costs incurred for changes are to be paid immediately after execution.

Individual payment steps can be invoiced as partial sales in coordination with the payment steps. Payable within 30 days of the invoice date without deduction.

This also applies to invoice orders for partial deliveries.

- Payment orders and bills of exchange will only be accepted by special written agreement. If EUTECTICAL accepts payment orders, bills of exchange or cheques, acceptance is always on account of performance and is subject to the actual receipt of credit.  
Any discount charges as well as judicial and extrajudicial costs associated with the collection of bills of exchange and cheques shall be borne by the buyer.
- The deduction of cash discount requires a special written agreement. A discount granted by EUTECTICAL expires if the customer is in default with the payment of earlier deliveries or services.
- If any payment terms are exceeded, EUTECTICAL is entitled to charge default interest in the amount of 8% above the base interest rate after a reminder with the possibility of proving at any time that the damage caused by the delay is actually higher.
- If the customer is in default of payment, EUTECTICAL is free to refuse further performance of the contract. In all other respects, the statutory provisions on the consequences of late payment apply.
- EUTECTICAL is entitled at any time, in particular in the event of doubts as to the customer's ability or willingness to perform, to demand security for its payment claims. If the Purchaser refuses to provide security, EUTECTICAL shall be entitled to withdraw from the contract and claim damages.
- All claims to which EUTECTICAL is entitled against the customer, regardless of the legal relationship, shall become due immediately if the customer is in default or if there are facts that entitle EUTECTICAL to withdraw from the contract on the basis of statutory or contractual provisions.
- A withholding of payments or a set-off due to any counterclaims by the customer is excluded, except for undisputed or legally binding claims.
- Notwithstanding any other provisions of the Purchaser, in the case of payments received, first the costs shall be repaid, then interest and finally the principal claim; If there are several claims, the previous claims must first be repaid.

## V. Deliveries

- Unless otherwise agreed, all deliveries are made ex works. EUTECTICAL is entitled to partial deliveries. All shipments are at the buyer's risk; Insurance is only taken out at the express request and expense of the buyer. Transport packaging and other packaging in accordance with the Packaging Ordinance will not be taken back. The customer is obliged to take care of the disposal at his own expense.
- If a fixed delivery period has been agreed, it shall commence on the date of dispatch of the written order confirmation from EUTECTICAL, provided that all technical and commercial details have been clarified. The delivery times indicated by EUTECTICAL are the shipping dates; They are deemed to have been complied with if the hardware leaves the factory at this time or the customer is informed of our readiness for shipment.
- The prerequisite for compliance with the delivery deadline is the proper fulfilment of the customer's obligations to cooperate, such as:
  - Timely provision of up-to-date component drawings and press-related documents, any existing design guidelines, transparency drawings required by agreement, models and other production aids. The customer is fully responsible for their accuracy and up-to-dateness. Any additional expenditure due to the use of such aids through repair shall be borne by the customer.
  - On-time delivery without costs for testing material in the contractually prescribed quality.
  - Immediate elimination of ambiguities that arise in the course of processing the order, insofar as they are within the customer's area of responsibility.
- Cases of force majeure, plant malfunctions and similar unforeseeable circumstances for which EUTECTICAL is not responsible shall exempt EUTECTICAL from compliance with delivery deadlines for the duration of the plant interruption. In these cases, the customer is not entitled to withdraw from the contract and/or claim damages.

## VI. Export of Hardware and Goods

- EUTECTICAL fully guarantees a solid and clean workmanship of the hardware goods.
- The hardware goods must be manufactured according to the agreed specification and the state of the art.

- All prerequisites for active part coating operations, such as:
  - Selection of materials,
  - Heat treatment
  - Surface roughnessare to be agreed separately.
- All special equipment for automation, such as:
  - electronic monitoring equipment,
  - Automatic lubrication inside hardware goods,
  - pneumatic equipment,
  - Conveyor belts, etc.are to be agreed separately.

## VII. Acceptance and Delivery of Hardware Goods

- If agreed, the hardware goods will be inspected by EUTECTICAL before delivery. Samples delivered directly from the hardware, an initial sample test report and the acceptance certificates are sent to the customer for inspection. If the customer does not raise objections within 10 days of receipt, the components are deemed to have been released.
- Any acceptance and handover of hardware goods requested or expressly agreed upon by the Buyer must be made to EUTECTICAL in due course prior to shipment. The costs incurred in this context are at the expense of the customer.
- Any acceptance and handover of hardware goods on the part of the buyer will be agreed separately.

## VIII. Retention of title

- The delivered hardware goods remain the property of EUTECTICAL until all claims of EUTECTICAL against the buyer have been paid in full on the invoice date.
- In the case of processing or processing of the goods subject to retention of title, EUTECTICAL shall be entitled to (co-)ownership of the goods manufactured in this way in the amount of the condition of the goods subject to retention of title prior to processing or processing. A sale of the goods subject to retention of title is only permissible in the orderly course of business of the buyer. If the customer resells the goods subject to retention of title, he assigns the claim against the buyer to EUTECTICAL as soon as he sells it. The buyer obliges the buyer to pay directly to EUTECTIVE from the payment obligation resulting from the resale. Any exception to this rule requires a prior written agreement between EUTECTICAL and the Buyer.
- In all other respects, any disposal of the goods subject to retention of title, in particular transfer of title by way of security or pledge, is inadmissible.
- If there is a judicial enforcement of the buyer's property and goods subject to retention of title are affected by the foreclosure, EUTECTICAL must be informed immediately in writing, stating all necessary information (enforcement authority, file number) and any enforcement protocols.
- All items that EUTECTICAL has made available to the customer and that are not part of the work in the true sense (e.g. drafts, construction drawings, etc.) remain the property of EUTECTICAL.

## IX. Warranty provisions

- Any claims for defects by the Purchaser shall presuppose that the Purchaser has duly and completely complied with its obligations to inspect and complain pursuant to Section 377 of the Austrian Commercial Code (UGB). Any notice of defects must be made in writing in any case.
- Liability for defects shall only include those defects for which EUTECTICAL is responsible and which occur in operation during normal operation. EUTECTICAL is not liable for any damage caused by normal wear and tear, improper handling or repair by the buyer or third parties.
- If a defect exists, EUTECTICAL shall be entitled, at its discretion, to subsequent performance in the form of remedy of the defect or to deliver a new defect-free item. If the supplementary performance fails, EUTECTICAL is entitled to repeated subsequent performance.
- EUTECTICAL shall be liable in accordance with the statutory provisions insofar as the Purchaser asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of EUTECTICAL's vicarious agents or vicarious agents. Unless there is an intentional breach of contract by EUTECTICAL, liability for damages is limited to the foreseeable damage that typically occurs. Claims for damages in connection with consequential damages are excluded unless they are based on intent.
- EUTECTICAL shall be liable in accordance with the statutory provisions if essential contractual obligations are violated. In this case, too, liability for damages is limited to the foreseeable damage that occurs in a typical case.
- Liability for culpable injury to life, limb and health remains unaffected; The same applies to mandatory liability under the Product Liability Act.
- Unless otherwise provided above, liability is excluded.
- The warranty period for claims for defects is one year from the transfer of risk.

## X. Joint liability

- Further liability for damages not covered by IX – regardless of the legal nature of the claim asserted – is excluded. This applies in particular to claims for damages due to fault at the conclusion of the contract, claims for damages due to other breaches of duty or due to tortious claims for compensation for property damage in accordance with the Austrian Federal Act on Product Liability (PHG), Federal Law Gazette No. 99/1988, as amended by Federal Law Gazette I No. 98/2001.
- To the extent that liability for damages is excluded or limited, this exclusion or limitation shall also apply to the personal liability for damages of EUTECTICAL's office workers, employees, employees, representatives and vicarious agents.

## XI. Place of performance and jurisdiction

For all disputes arising directly or indirectly from the contractual relationship, the place of performance for deliveries and payments as well as the place of jurisdiction

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including for all legal proceedings relating to bills of exchange and cheques or, at EUTECTICAL's discretion, any other district court.

## XII. General Provisions

- All contracts, legal transactions and legal acts are exclusively based on Austrian law, even if the buyer has his residence or registered office abroad. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. Instead, Austrian national civil and commercial law applies.
- Should individual provisions of these General Terms and Conditions of Delivery and Payment be void, in particular due to amended statutory provisions, the remaining provisions of these Terms and Conditions shall remain unaffected. The contracting parties undertake to replace the invalid provisions by agreeing on such effective provisions that take into account the economic purpose of the invalid provisions in a legally effective manner.
- All declarations concerning the validity of the contractual relationship must be made in writing. Any change to the written form requirement must also be made in writing.

# General Terms and Conditions of Purchase

## EUTECTICAL Engineering GmbH (EUTEC), Bregenz, Austria

### § 1

#### General – Scope

(1.1) Our Terms and Conditions of Purchase apply exclusively; We do not recognise any terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also apply if we unconditionally accept the supplier's delivery in the knowledge of the supplier's terms and conditions that conflict with or deviate from our terms and conditions of purchase.

(1.2) All agreements entered into between us and the Supplier for the purpose of executing, amend-ing, termination or supplementation of the supply contract, as well as unilateral Explanations of the text form.

(1.3) All agreements made between us and the Supplier for the purpose of executing this Agreement shall be set out in writing in this Agreement.

(1.4) Our Terms and Conditions of Purchase shall apply as of the present version dated 01.11.2023 and shall also replace the final version for all future transactions with the Supplier.

### § 2

#### Offer – Offer Documents

(2.1) We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents; they may not be made available to third parties without our express written consent. They are to be used exclusively for production based on our order; after submission of an offer without an order or after the order has been processed, the data must be completely deleted without being asked. They are to be kept secret from third parties, in this respect the provision of § 9 para.

### § 3

#### Prices – Terms of payment

(3.1) The price stated in the order is binding. In the absence of a written agreement to the contrary, the price includes delivery "free of charge", including packaging. The return of the packaging requires a special agreement.

(3.2) The statutory value added tax is not included in the price.

(3.3) We can only process invoices if they are – in accordance with the specifications in our order the order number shown therein; The supplier is responsible for any consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for them.

(3.4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with 2% discount or within 60 days net after receipt of invoice.

(3.5) We are entitled to rights of set-off and retention to the extent permitted by law.

### § 4

#### Delivery time

(4.1) The delivery time stated in the order is binding.

(4.2) The Supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him, from which it follows that the stipulated delivery time is not can be complied with.

(4.3) In the event of a delay in delivery, we shall be entitled to compensation for liquidated damages in the amount of 1% of the delivery value per completed week, but not more than 10%. In the event of a of more than 5 weeks, the Purchaser reserves the right to before cancelling the order or withdrawing processed components. The scope of delivery is also the required full quality inspection documentation. Further legal requirements Claims (rescission and compensation in lieu of performance) are reserved. The Supplier shall have the right to prove to us that, as a result of the delay, no significantly less damage has been caused.

### § 5

#### Transfer of Risk – Documents

(5.1) We kindly ask you to send you an order confirmation by returning a copy of the Order with mandatory price and date confirmation by signature.

(5.2) Unless otherwise agreed in writing, delivery shall be made free of charge.

(5.3) The supplier shall be obliged to include a copy of the EUTEC order.

### § 6

#### Quality Assurance and Requirements (QSV)

##### (6.1) Objective

The aim is to implement a joint quality management system (QM), to ensure and continuously improve the quality of our products in all phases of development, and to consistently pursue the zero-defect strategy.

##### (6.1.1) Scope

This QA applies to all suppliers of production materials and services to EUTEC.

##### (6.1.2.) Handling of the QA

The QA is handed over to all existing and new suppliers by the purchasing department or the responsible department of EUTEC.

##### (6.2) Responsibility of Suppliers

The Supplier is responsible for the quality of its work. To this end, it is necessary for each supplier to maintain an effective, defined quality management system in accordance with its structure and size of the company. The products supplied must comply with the legal safety and environmental regulations in force at the production and distribution site.

The supplier undertakes to strive for 100% delivery reliability.

This QSV is based on the international DIN EN ISO 9000 series of standards. The requirements of the applicable standard are not explained in the following text and must therefore be taken from the applicable standard. The supplier has the current version.

##### (6.3) Technical documentation

Quality characteristics for the products/services to be supplied shall be defined in technical documentation. EUTEC refers to them when concluding contracts. Technical documentation in this sense are:

- . Drawings or 3D models
- . for construction work: checklist, EUTEC general design guideline
- . Delivery instructions
- . Test Specifications
- . Other standards and regulations
- . Supplier's documents that have been coordinated with EUTEC.

The supplier shall take appropriate measures to ensure that it and its subcontractors always manufacture in accordance with the latest technical documentation. No deviation from the technical documentation is permitted without the prior written consent of EUTEC.

##### (6.4) Quality planning

##### (6.4.1) General

In order to identify potential sources of error as early as possible and to initiate targeted preventive measures, the supplier must carry out advance quality planning (QVP) during the definition of the production and testing processes at the supplier's premises.

This also applies to the supplier's design services.

##### (6.4.2) Manufacturability analyses

Prior to the submission of the offer, the supplier shall check the manufacturability of the product with regard to safe production, taking into account its production facilities, on the basis of the available technical documentation. All specified technical regulations, including required process capabilities, must be complied with. If necessary, agreements must be made with the responsible technical staff regarding EUTEC's purchasing. In addition, the contractor must check whether he is in a position to record all dimensional, shape and position deviations as well as all other drawing data such as surface qualities of the products manufactured by him and to implement the order technologically, capacitively and on schedule precisely. In addition, information must be provided to EUTEC on the possibility of metrological recording of required characteristics.

By submitting the offer, the supplier expressly confirms the manufacturability of the product and the measurability of the required QA criteria.

##### (6.4.3) Quality checks and documentation of measurement results

The contractor is obliged to prove and document the quality of its products.

Upon delivery, the contractor must confirm the correct production with a signature / date on the drawing or measurement report. If a measurement report is available, it must be sent electronically (see e-mail address below). All drawing dimensions are to be marked as checked on the drawing sent along.

If no measurement protocol is available, all masses that have a tolerance range of less than 0.1 mm must be documented in the drawing with the measured value. All tolerance field exceedances and/or exceedances must be marked separately with value and clearly as "n.i.O."

For better comprehension, the results must be entered without confusion (possibly also handwritten). The supplier must not use a stamp, but the date and signature must be clearly visible and recognizable.

Drawings, quality or measurement reports must be sent to the following e-mail address, stating the EUTEC article number from the order:

**info@eutectical.com**

If any dimensions do not comply with the requirements, the order may not be sent by the supplier to EUTEC, but the EC must be contacted immediately to agree on the further procedure. Deliveries without complete quality inspection documentation will be considered incomplete until the documents are submitted.

(6.4.4) FMEA (VDA Band 4) for construction work if expressly commissioned. An FMEA is only required if it is contractually required by the client of EUTEC.

##### (6.4.5) Test planning if expressly commissioned

Test plans must be prepared by the supplier for all important process and product features.

##### (6.4.6) Capability examinations if specifically mandated

Main functional features or other, specially defined test characteristics must be examined by the supplier for their machine or process capability. Any deviations must be justified or reported to EUTEC, stating the necessary tolerances. For more information, see section 5.3.

##### (6.4.7) Selection of subcontractors

For EUTEC products manufactured by subcontractors, the supplier is fully responsible. This means that the supplier selects subcontractors who are able to meet the requirements in all respects. The supplier undertakes to coordinate quality assurance measures with its subcontractors and to monitor their implementation.

##### (6.4.8) Specifications

If EUTEC's documents refer to standards, specifications, processing instructions, etc. and these are not available to the supplier, he is obliged to obtain them in good time.

##### (6.4.9) Training of the Supplier's employees

In order to be able to implement the methods of quality assurance, it is necessary that the relevant employees are adequately trained in quality assurance techniques and statistical methods. The supplier must adequately document planned and conducted training.

##### (6.4.10) Labelling, packaging, delivery and transport

The Contractor shall ensure that the goods are delivered in suitable means of transport approved by EUTEC in order to avoid damage and deterioration in quality. With regard to the labelling of products, parts and packaging, the requirements agreed with EUTEC must be complied with. It must be ensured that the labelling of the packaged products is also recognizable during transport and storage. Deviations from existing labelling obligations require a written agreement between the contractor and EUTEC.

##### (6.4.11) Supplier Audits

In order to check the effectiveness of the quality assurance measures, the supplier agrees to EUTEC to carry out system, process or product audits on site after prior appointment.

##### (6.4.12) Gauge monitoring

The test equipment monitoring must be carried out at least in accordance with the requirements of DIN EN ISO 9001.

##### (6.4.13) Traceability

The Contractor undertakes to ensure the traceability of the products supplied by it in accordance with a risk assessment. In the event of an identified error, traceability must be possible in such a way that the quantities of defective parts/products can be limited.

EUTEC will provide the contractor with the data required for traceability if necessary.

##### (6.4.13.1) Parts subject to documentation

Parts that require documentation are marked with "D" or "Subject to documentation" in the EUTEC documents. Furthermore, the VDA Volume 1 "Parts subject to documentation" must be followed. Unless otherwise agreed, the test documents of D-parts must be kept for at least 15 years.

##### (6.4.13.2) Rating

Series deliveries are statistically evaluated and evaluated. The results of the evaluation are communicated to the supplier at regular intervals. The supplier will be notified of any complaint.

##### (6.4.14) Certification

Companies that are certified according to minimum DIN EN ISO 9001. IATF 16949 or VDA 6.4 are preferred by EUTEC.

##### (6.4.15) Evaluation of Initial Sampling / Supplier Evaluation

The requirements set out in point 5 will be examined and evaluated by EUTEC. They become part of the supplier evaluation according to QMV 9.3 Appendix 1. The evaluation criteria include the documentation of self-audits, delivery quality, cooperation, adherence to deadlines, flexibility and the proven contribution to joint performance optimisation and the amount of turnover/a. The weighting of the individual assessment criteria leads to a classification according to A, AB, B or C supplier. The results will be communicated to the supplier. EUTEC reserves the right to no longer consider C suppliers when awarding contracts.

**§ 7**  
**Prototypes / Initial Samples Suppliers**

(7.1) Initial Sampling (VDA Volume 2) [EMPB] for Prototypes/Initial Samples

(7.1.1) General  
By means of the initial article inspection, compliance with all requirements from the technical documentation is checked. The initial samples must have been manufactured entirely with standard equipment under standard conditions. If tolerance adjustments, tolerance extensions or general deviations from the specifications are necessary, this must be done with the technically responsible staff of EUTEC before the initial sampling.

(7.1.2) Documentation  
All measurement results are summarized in an initial sample test report (EMPB), which usually complies with VDA guidelines. In special cases, customer-specific forms are possible.  
All dimensions with tolerance, exceeding or falling short are to be marked with an asterisk ( \* ) or in agreement with EUTEC and must be shown separately in a deviation report.  
Part of the initial sampling are customer-specific requirements, according to which all Measurement results for corrective measures must be entered in colour in the blank drawing. This requirement will be agreed separately in each case.  
Any deviations and defects that have occurred must be marked on the component. This applies to also without limitation for such defects that cannot be determined in terms of dimensions (defects, drawing points, contour defects, visible porous surface defects, etc.  
The marking is carried out in the following colours:  
Green for OK dimensions, red for defects in the component and out-of-tolerance dimensions.  
Yellow for measurements at the borders (critical features).

(7.1.3) Responsibility  
The supplier is responsible for the correct execution of the initial article inspection. If he is not able to carry out all the tests himself, he must assign them to a suitable testing body. In any case, the responsibility remains with the supplier. The release of the initial samples by EUTEC does not relieve the supplier of responsibility for the quality of its products. This release is of a purely technical nature and does not constitute a supply contract.

(7.1.4) Release  
The production of serial parts may only be started once the supplier has received a formal initial sample release from EUTEC.

(7.2) Changes  
EUTEC must be informed of changes in sufficient time and in full so that the changes can be reviewed for their scope and, if necessary, objections can be lodged. In any case, it should be noted that:

- each first shipment after a change must be clearly marked
- the amended subscription index is indicated on the delivery documents
- after the first delivery with a new index, no more delivery with an old index may be carried out
- Schedule changes and looming delays are without prompting and, as soon as possible, to the contracting authority, stating the new date. allocate. This also applies without limitation to cases which, in their systematic nature, are threatened.

In the interest of finding a solution quickly, the contractor is obliged to disclose the data and facts. If the Contractor detects any deviations in the actual condition from the target condition of the products, the Contractor shall immediately notify EUTEC of this and of any planned corrective measures. If, in exceptional cases, non-specification products have to be delivered, a special release from EU-TEC must be obtained in advance. EUTEC must also be informed immediately of any deviations that are subsequently detected.  
Prior to any change in manufacturing processes, materials or supplier parts for the products, relocation of production sites, modification of procedures and equipment for testing the products or other quality assurance measures, the Contractor shall notify EUTEC in sufficient time to enable it to be examined whether the changes may have an adverse effect.

**§ 8**  
**Defects - Product liability - Indemnification - Liability insurance cover**

(8.1.1) Hidden defects / deviations  
Products that do not fully comply with the specifications may not be delivered to EUTEC. In justified exceptional cases, provided that the functionality is not impaired, a written exemption can be granted by the EUTEC Quality Assurance Service before delivery.

If, during the use of the parts, defects caused by the supplier are found, the supplier is responsible for the resulting costs. The supplier must initiate immediate measures to remedy the defect and prevent a recurrence, blocking, sorting out or reworking any remaining stocks. You can do this in the following ways:

- Immediate return of the shipment
- On-site sorting and/or rework by the supplier
- On-site sorting and/or rework by EUTEC

Complaint reports are prepared by QS EUTEC and forwarded to the supplier via purchasing. A complaint report must be answered within the specified period with a meaningful statement (8-D Re-port).  
A justified objection to a report must be sent in writing to the EC of EUTEC.  
The n.i.o. parts are included in the supplier evaluation. In the case of returns of the entire delivery, the supplier has the option of correcting the statistics accordingly by reporting the actual n.i.o. parts to EUTEC.

(8.1.2) Complaint, Defect Investigation, Liability for Defects

(8.1.2.1) The Contractor shall be responsible for the delivery of the Products and the provision of services in accordance with the specifications. For this reason, EUTEC does not carry out a technical inspection of incoming goods. In the incoming goods department, the incoming products are checked for compliance with quantity and identity as well as for externally recognizable transport and packaging damage. In all other respects, EUTEC is exempted from the obligation to investigate and file a complaint (§377 and §391 UGB, AT). As soon as they have been discovered in accordance with the circumstances, EUTEC shall notify the Contractor immediately of any defects in a delivery. In this respect, the Contractor waives the objection of late notification of defects. To the extent practicable in the ordinary course of business, EUTEC will either inspect the assemblies manufactured using the delivery before the start of the next production stage or subject the finished product manufactured using the assembly to an inspection.

(8.1.2.2) Unplanned additional expenses due to additional necessary inspections, etc. are to be borne by the Contractor and will be invoiced.

(8.1.2.3) We are obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity; the complaint is timely provided that it is received by the supplier within a period of 10 working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery. Insofar as there is a quality assurance agreement between us and the supplier, this shall take precedence with regards to the obligations to investigate defects and to notify defects to be fulfilled by us.

(8.1.2.4) We are entitled to the statutory claims for defects in full; in any case, we are entitled to demand that the supplier remedy the defect or deliver a new item at our option. The right to compensation, in particular the right to compensation in lieu of performance, is expressly reserved.

(8.1.2.5) We are entitled to remedy the defects ourselves at the expense of the Supplier if there is imminent danger or if there is a particular need for urgency.

(8.1.2.6) The limitation period is 36 months from the transfer of risk.

(8.1.3) Product Damage and Product Liability

(8.1.3.1) Insofar as the Supplier is responsible for product damage; it is obliged to indemnify us against claims for damages by third parties upon first demand to the extent that the cause is within its sphere of control and organization and that it is itself liable in the external relationship. The Austrian Federal Act on Product Liability (PHG), Federal Law Gazette No. 99/1988, as amended by Federal Law Gazette I No. 98/2001, applies.

(8.1.3.2) Within the scope of its liability for damage within the meaning of the PHG of para. (1), the supplier is also obliged to reimburse any expenses incurred, in particular in accordance with §1 PHG and §12 PHG, which arise from or in connection with a recall campaign carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give the supplier the opportunity to comment. This does not affect other statutory claims.

(8.1.3.3) The Supplier undertakes to provide product liability insurance with a sum of EUR 5 million per personal injury/property damage – as a lump sum; We are at our disposal further claims for damages, these shall remain unaffected.

**§ 9**  
**Intellectual Property Rights**

(9.1.) The Supplier is responsible for ensuring that no rights of third parties within the Federal Republic of Germany are infringed in connection with its delivery.

(9.2) If a claim is made against us by a third party in this regard, the Supplier is obliged to indemnify us against these claims upon first written request; we are not entitled to enter into any agreements with the third party – without the consent of the Supplier – in particular to conclude a settlement.

(9.3) The Supplier's indemnification obligation refers to all expenses that we necessarily incur from or in connection with the claim by a third party.

(9.4) The limitation period is five years from the conclusion of the contract.

**§ 10**  
**Retention of title – Provision – Tools – Confidentiality**

(10.1) Insofar as we provide parts to the supplier, we reserve ownership thereof. Processing or transformation by the supplier is carried out for us. If our goods subject to retention of title are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(10.2) If the item provided by us is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's property is to be regarded as the main item, it is agreed that the supplier will transfer co-ownership to us on a pro rata basis; the supplier holds the sole ownership or co-ownership for us.

(10.3) We retain ownership of tools; the supplier is obliged to provide the tools exclusively for the production of the goods ordered by us. The supplier is fully responsible for the tooling of EUTEC and has to insure the tools belonging to us at their own expense at their own expense against fire, water and theft damages. At the same time, the supplier assigns to us all claims for compensation under this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in a timely manner at its own expense. He must report any incidents to us immediately; if he culpably fails to do so, claims for damages remain unaffected.

(10.4) The Supplier is obliged to keep all images, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our explicit consent.

**§ 11**  
**Place of jurisdiction – place of performance**

(11.1) If the supplier is a merchant, our place of business is in Bregenz, AT; however, we are also entitled to sue the supplier in the court of his domicile.

(11.2) Unless otherwise stated in the order, our registered office in Bregenz, AT, shall be the place of performance.

**§ 12**  
**Procurement policy**

(1) The supplier shall support activities that ensure responsible sourcing of raw materials. The procurement and use of raw materials that have been obtained illegally or through ethically reprehensible or unreasonable measures must be avoided. The supplier is therefore obliged to identify raw materials in the supply chain and to disclose the origin and sources of supply of the raw materials they use.  
(2) The supplier is also obliged to comply with the following sustainability program.

**§ 13**  
**Code of Conduct for Suppliers**

(1) With the Code of conduct, the company communicates its expectations of the supplier. As an external obligation, the Code of Conduct forms the interface between the sustainability values and goals of one's own company and the desired behaviour of suppliers.  
(2) The Supplier is obliged to comply with the following Code of Conduct. The current version of the Code of Conduct is attached to these Terms and Conditions of Purchase.  
(3) The Supplier acknowledges and agrees that a breach of the provisions of this § 12 (Code of conduct) of this Agreement shall be considered a material breach of contract.

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