

General Terms and Conditions

For business-to-business transactions

1. General provisions

- 1.1 The legal relations between Kwapil & Co GmbH («KWAPIL») and the Customer in connection with supplies and/or services of KWAPIL (hereinafter referred to as "SUPPLY" or "SUPPLIES") shall exclusively be governed by these "GENERAL TERMS AND CONDITIONS". The Customer's general terms and conditions only shall apply to the extent that KWAPIL expressly consents to them in writing.
- 1.2 Any information contained in physical and/or electronic advertising brochures, advertising catalogs and the like as well as illustrations are nonbinding.
- 1.3 The contract shall be deemed concluded upon acceptance of an order by KWAPIL ("ORDER CONFIRMATION"), which has to be declared by mail, fax, or electronically and which shall also be valid without signature. The scope of any SUPPLY owed by KWAPIL shall result exclusively from the ORDER CONFIRMATION and its annexes.
- 1.4 Tools and equipment shall be the sole property of KWAPIL and/or their affiliates. This shall also apply if the Customer has paid for their development, procurement, and/or manufacture. After the last SUPPLY made, KWAPIL shall be entitled to deal with the tools and equipment at KWAPIL's discretion.

2. Warranty/undertakings

- 2.1 KWAPIL shall warrant exclusively that SUPPLIES correspond to agreed technical specifications (in accordance with respective article or part number of the manufacturer) at the time of passing of the risk.
- 2.2 The warranty period is 12 (twelve) months from passing of the risk. All warranty rights shall become time-barred within 12 (twelve) months from passing of the risk. Repair or replacement shall not prolong the original warranty period.
- 2.3 KWAPIL shall make no representations of warranties and/or remedies whatsoever (a) for software supplied by KWAPIL; (b) for SUPPLIES which are delivered by KWAPIL but manufactured by third parties; (c) for defects not solely caused by KWAPIL; (d) if (i) deviations from the agreed specifications of the SUPPLIES are unsubstantial or if a defect impairs the usability of the respective SUPPLY only insignificantly; or (ii) defects are due to natural wear and tear, unforeseeable events, or damage occurring after the passing of the risk, faulty or negligent treatment, unusual physical strain or electronic load, excessive use, misuse, incorrect use, neglect, use with unsuitable accessories, improper installation or packaging, installation not carried out by KWAPIL, inappropriate building ground or particular external influences which are not explicitly stated in the contract as having an impact on SUPPLIES, or if they are due to repairs or alterations being carried out by any party other than KWAPIL; or (iii) SUPPLIES are modified by the Customer, the Customer's customers, or end users after the delivery by KWAPIL, or if possible seals of warranty were removed or altered by the Customer, the Customer's customers, or end users; or (iv) any defect or damage to the SUPPLIES and/or any parts thereof is attributable to Customer or to work which has been carried out in compliance with the requirements and/or specifications of the Customer; (e) with respect to prototypes, samples, pre-production parts, or test samples as well as (f) in the case of any defect or damage which is attributable to supply parts, tools, or test equipment provided or made available by the Customer or manufactured or procured by KWAPIL in accordance with the instructions of the Customer; the responsibility for the dimensional accuracy and the functionality of supply parts shall exclusively be borne by the Customer. Any defects recognized by KWAPIL will be notified to the Customer.
- 2.4 KWAPIL shall provide a warranty in its sole discretion and sole remedy by repairing or replacing the SUPPLY or by crediting or refunding its price. The Customer's rights of cancellation, rescission, and termination shall be excluded. Further claims by the Customer shall be expressly excluded.
- 2.5 In the event of an epidemic failure, the Parties shall cooperate in order to identify its cause, the number of SUPPLIES affected, and the required measures. Epidemic failure in this sense are defects with an identical root cause and which occur in more than 5% (five percent) of the SUPPLIES of the past 6 (six) months, provided that the delivered minimum quantity of defective SUPPLIES affected by the same epidemic failure exceeds 300 (three hundred) pieces within the warranty period. The warranty of KWAPIL for epidemic failures shall likewise and exclusively be granted as per clause 2.4. However, in the case of an epidemic failure, the warranty shall be limited to 3% (three percent) of the number of respective SUPPLIES delivered to the Customer within the last 6 (six) months.
- 2.6 The Customer must inspect SUPPLIES immediately upon receipt. The Customer must notify KWAPIL immediately in writing of recognizable defects, but no later than seven days after receipt of the SUPPLIES, and hidden defects no later than seven days after discovery. If the Customer fails to do this, the SUPPLIES shall be deemed to be approved as being free from defects.

- 2.7 SUPPLIES complained about must be sent to KWAPIL on request. If possible, the original packaging should be used for returns. If it is not possible to return the SUPPLIES in the original packaging, the packaging must be such that the SUPPLIES are protected from loss and damage. If SUPPLIES are replaced, the replaced SUPPLIES shall become the property of KWAPIL, unless KWAPIL waives transfer of ownership.

- 2.8 KWAPIL shall be entitled to claim from the Customer compensation for all costs in connection with the tracking of any defects and/or malfunctions notified by the Customer if they cannot be found or reproduced by KWAPIL.

3. Exclusion of liability

Subject to the mandatory legal provisions and the ones expressly stated under clause 2 above, all liability claims of the Customer against KWAPIL, against group companies of KWAPIL, as well as against company bodies, shareholders, employees, agents, or any persons with whom it performs its obligations, subcontractors, suppliers and designees of KWAPIL and of its group companies – for whatever legal ground – shall be completely excluded. Excluded in particular – but not exclusively – are claims based on loss of production, damage caused by delays, loss of use, loss of or damage to data or data storage media, costs for recovery of lost or damaged data, lost profit and other direct, indirect, or consequential damage even if the possibility of such damage has been expressly pointed out to KWAPIL.

4. Passing of risk

- 4.1 The risk shall pass to the Customer when the SUPPLY is set aside and made available. At the request of the Customer, KWAPIL shall arrange for transport. The transport (including loading) shall take place at the risk and expense of the Customer. Unless otherwise agreed, the type, route, and carrier may be chosen by KWAPIL at its own discretion. Complaints in connection with the transport must be addressed by the Customer to the most recent freight carrier immediately upon receipt of the SUPPLY. KWAPIL shall insure the SUPPLIES against the usual transport risks on request and at the expense of the Customer in accordance with the Customer's instructions.
- 4.2 If due to a separate differing agreement the risk passes in a manner other than the one described in clause 4.1 sentence 1 above and if the passing of the risk is delayed for reasons not exclusively the fault of KWAPIL or if the Customer is in default of acceptance, the risk shall pass to the Customer with immediate effect. Starting with the occurrence of the delay, the SUPPLIES shall be stored for account and at the risk of the Customer. KWAPIL shall be entitled, but not obliged, to insure the SUPPLIES stored at the expense of the Customer. The Customer shall only have a claim to the SUPPLIES when the Customer has reimbursed all expenditures, costs, and fees in connection with its storage and possible insurances to KWAPIL and has paid a reasonable compensation for the associated expenses.
- 4.3 If events within the meaning of clause 4.2 above significantly change the economic meaning or the content of a delivery or negatively affect the operations of KWAPIL, KWAPIL shall be entitled to withdraw from the contract and, if the Customer is at fault, also to claim damages.

5. Forfeiture ("Verwirkung")

Unless contrary to mandatory law or otherwise regulated in these GENERAL TERMS AND CONDITIONS, all claims and rights of the Customer shall be forfeited within 12 (twelve) months of their occurrence.

6. Indemnification of maxon

If third parties assert claims against KWAPIL and/or other KWAPIL group companies in connection with the SUPPLIES delivered to the Customer, the Customer must indemnify KWAPIL and the other KWAPIL group companies concerned of all claims on first request.

7. Prices, modification of contract, terms of payment

- 7.1 Prices are ex works, excluding VAT in the respective legal amount owed. All costs not expressly included in the price (e.g. for taxes, customs, export, transit, import and other approvals, and certifications) shall be at the expense of the Customer; at the request of KWAPIL, the Customer shall make available a freely offsettable advance in the corresponding amount.
- 7.2 KWAPIL shall be entitled to adjust the prices and/or conditions to changed circumstances, in particular if (a) the Customer subsequently requests changes or additions; (b) the documents and information made available by the Customer are (i) incomplete or (ii) do not correspond to the actual conditions; (c) the underlying conditions for the pricing (in particular monetary parities or costs of material) significantly change between the time of the offer and the agreed date of performance.
- 7.3 Unless otherwise agreed, invoices of KWAPIL shall be due for payment immediately. Payments are to be made to the bank account named by KWAPIL, without deduction of out-of-pocket expenses, taxes, charges,

fees, customs and the like and any cash discount which has not been agreed upon. Payments shall only be deemed as effected when KWAPIL can dispose of the amount without restrictions.

7.4 If the Customer has not effected payment by the due date, the Customer shall be in default without warning and KWAPIL shall be entitled, without prejudice to further claims, (a) from the time of maturity, to charge default interest amounting to 10 (ten) percentage points per year or (b) to withdraw from the contract. KWAPIL can claim damages from the Customer cumulatively and in any case.

7.5 In the case of discontinuation of payments by or application for opening of insolvency proceedings against the Customer, all claims of KWAPIL vis-à-vis the Customer under the business relationship, including claims for damages, shall become due for payment immediately. In addition, the Customer shall already now irrevocably waive any possible defense of limitation for such a case and KWAPIL shall accept such a waiver. Furthermore, KWAPIL shall be entitled at its own discretion to terminate the business relationship completely or in parts without notice and to claim damages.

8. Delivery period; default

8.1 An agreed delivery period shall start only when a written order has been received by KWAPIL and is available for reference with regard to which all technical and commercial aspects have been clarified, all significant technical matters have been finally clarified, supply parts have been made available in an impeccable and timely manner, and all official formalities such as, for example, import, export, transit, and payment permits have been obtained and/or met. KWAPIL shall be entitled to effect partial supplies and/or to make excess or short supplies within a scope of up to 10%, but at least three pieces.

8.2 If a delay is not exclusively at the fault of KWAPIL, the deadlines and/or delivery periods shall be extended reasonably but at least by the duration of the delay. This shall apply in particular, but not exhaustively, if (a) KWAPIL does not receive information, approvals, and releases which are needed for fulfilling the contract in good time; (b) the Customer or third parties involved by the Customer is/are in arrears with the work to be performed by them or with the performance of contractual duties, in particular if the Customer does not comply with the terms of payment; and/or (c) if KWAPIL itself is not supplied by its suppliers in good time or is supplied improperly.

8.3 Exceeding a deadline and/or delivery period shall not entitle the Customer to cancel its order. Any liability in connection with exceeding a deadline and/or delivery period shall be excluded.

9. Force majeure

9.1 KWAPIL shall not be liable for any faults and/or delays in performance with regard to its contractual obligations if the fault and/or delay is caused by an event or circumstance, whether due to natural causes or human actions, which is beyond KWAPIL's reasonable control, could not reasonably have been foreseen at the time the contract was concluded, or the effects could not reasonably have been avoided or overcome by KWAPIL ("FORCE MAJEURE"). If KWAPIL cannot fulfill its contractual obligations due to FORCE MAJEURE, in particular in the event of a shortage of raw materials, components, and/or energy, war, flood, fire, epidemics and/or pandemics (e.g. Covid-19), earthquakes, damage or disruptions to the operations of KWAPIL, its group companies or suppliers, government measures, embargoes, trade sanctions, transport interruptions, industrial disputes, strikes, etc., KWAPIL shall not be in breach of contract and claims for damages and/or other claims by the Customer for breach of contract shall be excluded.

9.2 With regard to embargoes and/or trade sanctions, it is at the sole discretion of KWAPIL to decide whether the fulfillment of its contractual obligations is permissible and also reasonable for KWAPIL and whether this is a case of FORCE MAJEURE or not.

9.3 If the FORCE MAJEURE incident lasts longer than six (6) months, KWAPIL can cancel the affected orders in whole or in part at any time and at no cost to KWAPIL.

10. Intellectual property rights

10.1 All intellectual property rights, i.e. worldwide all registered and unregistered industrial property rights and other intellectual property rights as well as similar rights, in particular patent, design, trademark, and semiconductor topography rights, copyrights and know-how, as well as applications for these rights and rights to these rights (collectively "INTELLECTUAL PROPERTY RIGHTS") to and in connection with SUPPLIES shall be the exclusive property of KWAPIL or the respective KWAPIL group company. This shall also apply if the Customer was involved in the development of the SUPPLIES and/or paid development or production costs. Upon request, documents including all copies – regardless of the medium – must be returned to KWAPIL immediately.

10.2 SUPPLIES carried out by KWAPIL in compliance with information, sketches, drawings, samples, matrices, and/or other documents of the Customer shall be carried out at the sole risk of the Customer with regard to possible INTELLECTUAL PROPERTY RIGHTS. If INTELLECTUAL PROPERTY RIGHTS of third parties are infringed because of the execution

of such deliveries, KWAPIL shall be authorized to discontinue the execution of the deliveries without further ado. The Customer shall bear any damage resulting from the infringement of INTELLECTUAL PROPERTY RIGHTS of third parties and shall indemnify KWAPIL and its group companies completely and on first request.

10.3 With regard to the liability of KWAPIL, clause 3 of these GENERAL TERMS AND CONDITIONS shall apply.

11. Setoff, assignment, and pledge

11.1 With regard to KWAPIL and any of KWAPIL's affiliated companies, the Customer shall have no right of setoff. The Customer shall have no right to assign its claims against KWAPIL to any third parties and to have third parties collect such claims from KWAPIL. The Customer hereby waives all rights of lien and retention.

11.2 KWAPIL shall be entitled to transfer rights and duties under the contract to third parties.

12. Import and export regulations

12.1 With regard to the SUPPLIES as well as the associated INTELLECTUAL PROPERTY RIGHTS and know-how (collectively the "GOODS"), the Customer is obliged to comply with all applicable import and export regulations and restrictions, including those of the United Nations, the OECD, national authorities, the European Community/Union, and the United States of America. The Customer shall ensure that its affiliated companies and associates also comply with these import and export regulations and restrictions.

12.2 The Customer undertakes in particular that GOODS (i) shall not be delivered and/or used for any applications in connection with antipersonnel mines, cluster munitions, nuclear, biological, and/or chemical weapons, and/or carrier systems for the transport of such weapons, (ii) shall not be delivered to sanctioned territories, persons, and/or industries, (iii) for which KWAPIL has received an export license if required or has submitted a registration/notification shall not be used for any other purpose than the one/s specified or for any other end recipient than the one/s notified to KWAPIL. Furthermore, the Customer undertakes (iv) to provide KWAPIL with all necessary evidence at any time upon request, in order to support KWAPIL in particular in the context of any investigations, and to impose a corresponding obligation to provide evidence on its business partner.

12.3 If, at KWAPIL's discretion, the fulfillment of a contractual obligation (in particular the delivery of SUPPLIES) violates import or export regulations or restrictions or could damage the reputation of KWAPIL or of KWAPIL group companies, KWAPIL is released from the fulfillment of the corresponding contractual obligation and can in particular cancel any delivery at no cost to KWAPIL. Any liability on the part of KWAPIL shall be excluded.

12.4 The Customer undertakes to compensate KWAPIL and its group companies for all damage in the event of noncompliance with the obligations under this clause 12 and to indemnify KWAPIL and its group companies completely and on first request. Furthermore, KWAPIL can withdraw from the contract, including all delivery obligations, with immediate effect.

13. Compliance with legal provisions

The Customer undertakes to comply with the wording and intention of all legal provisions and regulations in all countries where its company operates. In addition, KWAPIL expects upright and socially responsible business conduct on the part of the Customer.

14. Changes and additions

Changes to these GENERAL TERMS AND CONDITIONS including this clause 14 and all side agreements must be made in writing.

15. Severability clause

If individual provisions of these GENERAL TERMS AND CONDITIONS ultimately prove to be legally void or unenforceable for legal reasons, the validity of the rest of these GENERAL TERMS AND CONDITIONS shall not be affected. In such a case the Parties shall reach an agreement which replaces the provision in question by an effective provision which in economic terms is equivalent to the original provision as far as possible and the Parties shall submit to such provision.

16. Applicable law

All agreements between the Parties shall be governed by Austrian law, without any reference to the conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17. Place of jurisdiction

For the resolution of all disputes under or relating to this contract, the Parties shall submit to the jurisdiction of the courts having jurisdiction for Vienna / Austria.