

RL Standard Purchasing Terms and Conditions [English]

1 PREAMBLE

- 1.1 Rosendahl Nextrom GmbH (hereinafter referred to as the "Buyer") purchases goods and orders third-party services in the course of its business activities exclusively from or with entrepreneurs within the meaning of the Austrian Commercial Code (UGB) (hereinafter referred to as a "Supplier") on the basis of the following terms and conditions.
- 1.2 These provisions shall not apply to contracts with consumers.
- 1.3 These Standard Purchasing Terms and Conditions shall also apply if they deviate from the Supplier's Terms and Conditions. In case of doubt, the current English version of these Standard Purchasing Terms and Conditions and their supplementary provisions shall be valid.
Supplier's terms and conditions are herewith explicitly excluded.

2 INQUIRIES AND OFFERS

- 2.1 Inquiries of the Client shall be free of charge and non-binding and shall not obligate the Client to reimburse any expenses. Inquiries of the Client shall be merely an invitation to potential Suppliers to submit binding offers to the latter. The inquiry document shall not be passed on to third parties without the written consent of the Client.
- 2.2 By submitting an offer, the Supplier declares that all requirements necessary for the fulfilment the scope of the inquiry are met. The Supplier may not invoke ambiguity or incorrectness of the inquiry documents or the lack of reference to customary business practices. If the Supplier is of the opinion that the inquiry documents so submitted are incorrect or unclear; he shall warn the Client without delay with justified proposals for solutions and possible amendments. Such a written warning shall only be deemed immediate if it is received by the Client within three days of transmission of the inquiry documents. If such a written warning regarding defects or concerns about the inquiry documents is not made, the Supplier acknowledges that the proper fulfillment of the scope of the inquiry is possible by submitting its offer. The supplies and / or services offered by the Supplier shall include all the necessary materials, equipment, incidentals and any necessary labor required for the complete performance of the contract, even if not specifically stated in the contract. These shall be listed separately in the offer.
- 2.3 Offers of the Supplier, which do not contain any express deadlines for acceptance, may be accepted up to twelve weeks after receipt by the Client. The Client shall be entitled to accept only parts of the offer without further justification.

3 CONCLUSION OF THE CONTRACT

- 3.1 A contract shall be concluded upon receipt by the Supplier of an order from the Client. In this case, orders sent electronically (e.g. via EDI or other electronic interface, e-mail or fax) are valid without restriction. All contractual agreements and/or declarations shall be in writing in order to be legally valid. This shall also apply to any deviation from this written form requirement. Verbal side agreements shall not be accepted.
- 3.2 Unless otherwise agreed, orders from the Client shall be accepted without undue delay, at the latest, however, on the working day following the day of the order, and shall be confirmed by means of a written, binding order confirmation (= signed order) within 5 working days.
- 3.3 If order confirmations are received by the Client outside business hours, they shall be deemed to have been received at the beginning of the following business hours.
- 3.4 Business hours are Monday to Thursday 7:00 am to 3:00 pm, Friday from 7:00 am to 11:30 am.

4 TRANSFER OF BUSINESS COMMITMENTS

- 4.1 The Supplier shall fulfil the contractual obligations itself. Subcontracting shall only be permitted with the prior written consent of the Client. Any necessary procurement of raw material, standard or special parts, as well as surface treatments, shall be excluded from this provision.

5 PRICES

- 5.1 The Prices expressly agreed in writing between the contracting parties shall apply exclusively. These are fixed prices which shall remain valid until transaction has been completed in full. In case of doubt (in particular, if nothing special is stipulated in the contract with regard to the price), the prices stated in the Supplier's offer shall be, including overtime and customary packaging, delivered DAP Clients premises in accordance with Incoterms 2020, at the Supplier's expenses and risk, inclusive of import duties, exclusive of VAT, but inclusive of all the other taxes and duties payable by the Supplier.
- 5.2 The Supplier warrants to the Client that it will deliver to the Client all necessary spare and wear parts or suitable successor parts for the subject matter of the contract at prices and delivery times customary in the market for at least 12 years after delivery without impairing the functional, operational and process requirements. Upon request by the Client, the Supplier shall provide a spare parts list.

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6 INVOICING AND PAYMENT

- 6.1 Invoicing shall be carried out in accordance with the agreement. In this respect the Supplier undertakes to submit an invoice in accordance with the Austrian VAT Act. Apart from other agreements outside these terms, invoices shall only be issued after complete performance of the goods/services.

Unless otherwise agreed, the due date for payment shall be 30 days with deduction of 3% discount or 60 days net. In case an advanced payment is agreed between the parties which exceeds an amount of € 15,000, -- (in words: fifteen thousand Euro), the Supplier shall be obliged to provide an advance payment guarantee in accordance with the Client's guidelines, unless a mutual written agreement to the contrary is available.

- 6.2 The calendar day of receipt of the invoice shall not be included in the deadlines. If the invoice is received by the Client on a Saturday, Sunday or Austrian public holiday (including 24 December and 31 December), the payment period shall commence at midnight the next working day.
- 6.3 If the Supplier has not provided any bank details (name, address, bank identifier code and international bank account number), the payment period shall be suspended until the bank details have been provided (date of receipt by the Client is relevant).

7 DELIVERY / PERFORMANCE

- 7.1 Unless otherwise agreed, deliveries shall be made DAP according to the Incoterms 2020 to the destination specified by the Client in the order. If the delivery cannot be made on the agreed delivery date and if this delay is not attributable to the Client, the Supplier shall notify the Client thereof without undue delay. In this case, the Client reserves the right to change the terms of delivery to DAP destination of the end customer, at the expense of the Supplier. If this right is not exercised, the Client reserves the right, without prejudice to the consequences of default in clause 14, to charge the Supplier for any additional costs incurred as a result of the delay in delivery and any postdelivery to the end customer that may be necessary resulting thereof. Deviating agreements shall only be valid if mutually agreed in writing between the Client and the Supplier.
- 7.2 Deliveries shall be accompanied by the corresponding shipping documents, in particular precise details of the contents/packing list with reference to the item numbers and order numbers of the Client, otherwise the Client shall be entitled not to accept deliveries/performance without being in the default of acceptance. This also applies to the handling of complaints. The exact item with clear description, item number as well as individual weights shall also be indicated on the delivery note. Deliveries/performance shall include a CE marking or a declaration of conformity/manufacture's declaration, depending on the design. Customs tariff codes and declarations of origin or long-term supplier declarations shall be provided prior to the delivery.
- 7.3 The Supplier shall be obliged to comply with all official regulations when delivering its goods. The delivery/performance shall be accomplished in accordance with the respective latest state of the art in compliance with the respective applicable norm. Corresponding markings conforming to the directives of the European Union shall also be made correctly and completely by the Supplier. In the event that the goods do not comply with the latest state of the art and/or if danger emanates from these goods, the Supplier shall comply with a corresponding duty of warn.
- 7.4 The delivery hours from Monday to Friday are:

Pischelsdorf		Satu Mare	Vantaa
Monday - Thursday	06:00 am – 3:00 pm	07:00 am – 3:00 pm	07:00 am – 3:30 pm
Friday	06:00 am – 2:00 pm		

In the event of an early delivery, the Client shall be entitled to charge the Supplier for the resulting additional costs if any. All deliveries to the Client shall be made free of retention of title.

- 7.5 The Client reserves the right to specify further specific delivery requirements in the purchase order.

8 SHIPPING AND PACKAGING

- 8.1 The Client's shipping and packaging regulations according to the order shall apply. In the event that these regulations are not available to the Supplier, they shall be requested from the Client. In principle, all goods shall be packed in accordance with normal trade practices in order to avoid damage during the transport to the destination under usual transport conditions.
- 8.2 Shipping and packaging costs as well as the costs for any transport insurance shall be borne by the Supplier according to the applicable Incoterms 2020.

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9 DUAL USE / EXPORT CONTROL

- 9.1 The Supplier shall be obliged, to hand over a written information with the delivery of the goods as to whether the delivered goods are subject to the Dual Use Regulation ["Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, as amended"] or are subject to a licensing requirement under the Foreign Trade Act, US Export Law and US Embargo Law. The Supplier shall inform the Client of the correct customs tariff number, AL-Number (Ausfuhrlisten-Nummer) or ECCN (Export Control Classification Number) respectively.
- 9.2 Furthermore, the Supplier shall notify the Client in writing if the delivered goods are not subject to any licensing requirement based on the provision set out in section 9.1.
- 9.3 The Supplier shall also notify the Client without undue delay if delivered goods - which were previously not subject to any licensing requirements - are now subject to export requirements or fall under the Dual Use Regulation or if the Supplier becomes aware of any other export restrictions relating to his product range/goods.
- 9.4 In the event that internal specifications of the Supplier prohibit the delivery of its goods to certain countries due to existing sanctions and embargoes, the Supplier shall notify the Client thereof without undue delay, at the latest, however, upon sending the offer by the Supplier, without explicitly being requested to do so by the Client.

10 ENVIRONMENTAL SOCIAL GOVERNANCE

- 10.1 The Supplier shall ensure and hereby confirms its compliance with environmental requirements, resource conservation, labor and human rights, etc., and thus all criteria of Environmental Social Governance (ESG) as well as applicable and relevant legal regulations throughout its supply chain. The client will send the contractor a code of conduct in this regard, which must be confirmed in writing. If required, the Supplier shall provide the Client with information indicating compliance with the relevant conditions.

11 REACH – REGULATION (EG) 1907/2006

- 11.1 The Supplier shall ensure that its deliveries comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"), as amended. In particular, the Supplier shall ensure that the substances contained in the goods delivered by it, to the extent required by the provisions of the REACH Regulation, have been pre-registered or registered after expiry of a transitional period, if any. Furthermore, the Supplier shall provide the Client with safety data sheets in accordance with the provisions of the REACH Regulation and the information required pursuant to Art. 32 REACH Regulation.
- 11.2 If the Supplier delivers items/goods stipulated in the terms of Art. 3 REACH Regulation, the Supplier shall also ensure that it complies with its obligation to pass on certain information pursuant to Art. 33 REACH Regulation in connection with Art. 9 para. 2 of Directive 2008/98/EC, as amended. Accordingly, all delivered products containing substances of very high concern (SVHC) in a concentration of more than 0.1 percent by weight (w/w) on the EU market shall be notified to the European Chemicals Agency (ECHA). The Supplier shall provide the Client with information as to whether the items/goods requested by the Client has an ECHA SCIP number or whether the item/goods contain more than 0.1 percent by weight of one or more substances included in the SVHC candidate list of the ECHA.

12 RoHS – DIRECTIVE 2011/65/EU

- 12.1 According to the "Directive 2011/65/EU of the European Parliament and of the Council on the restriction of the use of certain hazardous substances in electrical and electronic equipment", the Supplier, as a distributor within the meaning of Article 3(8) of the Directive, shall comply with its obligations under Article 10 of the Directive, in particular by ensuring that the equipment supplied bears the CE marking and by ensuring that the manufacturer or the importer fulfills their respective obligations under the Directive. If the Contractor is a manufacturer pursuant to Article 3(6) or an importer pursuant to Article 3(9) of the Directive, those obligations under Articles 7 and 9 respectively shall apply.
- 12.2 If the distributor or importer is to be regarded as a manufacturer pursuant to Article 11 of the Directive, the requirements pursuant to Article 7 of the Directive shall apply. Accordingly, he must ensure that the goods comply with the requirements of this Directive and have a CE marking.

13 DETERMINATION OF THE QUANTITY DELIVERED

- 13.1 The quantities determined by the Client upon receipt of the goods shall be relevant to the determination of the quantities delivered. In case of partial deliveries or partial services, the Client shall be entitled to take these into use even before completion of the overall delivery, without this constituting recognition of contractual fulfillment.

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14 DEFAULT AND CONSEQUENCES OF DEFAULT

- 14.1 Default shall be deemed to exist if a performance is not provided at the agreed time, at the agreed place or in the agreed manner.
- If the Supplier is in default, the Client may either insist on the contractual performance of the contract or declare in writing its withdrawal from the contract, setting a reasonable period of respite, in case that the contractual performance is not rendered within this period of grace. For the consequences of withdrawal, see clause 20.4.
- 14.2 If the delivery has been expressly agreed at a certain point of time or within a certain period of time "so that otherwise the contract is rescinded ", the Client shall not be obliged to accept performance after the agreed point in time. This shall not apply if the Client immediately notifies the Supplier that it still insists on performance. In this case, the Supplier shall be obliged to perform the delivery after the agreed date. In the event of culpable delay in delivery, the Client shall be entitled to claim compensation for its non-performance damage.
- 14.3 In the event of a delay in delivery, the Contractor shall be obliged to pay a contractual penalty of 1% of the total order value per calendar day of delay, but not more than 10% of the total order value, until the delivery/performance is complete. This shall not affect the assertion of claims for damages in excess thereof. In the event of a delay of at least 14 days, the Client may declare withdrawal from the contract.

15 WARRANTY

- 15.1 The Supplier warrants that the delivered goods have the contractually agreed (contract and/or order confirmation) or usually expected properties and are free of defects. The warranty period shall be 2 years and shall commence upon proper acceptance by the Client. In the case of partial delivery, the warranty period shall commence from the date of performance of the last partial performance. In the event of hidden defects, i.e. defects that are not immediately recognizable despite careful inspection, the warranty period shall commence upon knowledge of this hidden defect.
- 15.2 The assertion of defects shall not require the Client to give notice of defects to the Supplier. Statutory provisions on the obligation to give notice of defects, including §§ 377, 378 of the Austrian Commercial Code (UGB), shall not apply unless mandatory by law. In the event of a defect, the Supplier may first demand improvement or replacement. If these remedies are impossible, the Client has the right to a price reduction or cancellation of the contract. Subject to the Supplier's consent, the Client shall also have the right to have the defect improved or replaced by a third party at the Supplier's expense. If the Supplier fails to fulfill its obligation to remedy the defect in a timely manner despite a written request and the setting of a reasonable period of respite, the Client shall have the right to improvement or replacement by a third party without the consent of the Supplier.
- If the contract is rescinded, the consequences of the rescission of the contract according to clause 20.4 shall apply mutatis mutandis.
- 15.3 If defects appear within the warranty period, it shall be assumed that they were already existing at the time of acceptance. The burden of proof that the goods were not defective at the time of acceptance shall be on the Supplier.
- 15.4 From the time of rectification of defects by the Supplier, the respective warranty period shall start anew after acceptance of the improvement/replacement by the Client for the entire delivery/service subject to the defectiveness.
- 15.5 Unless otherwise agreed, the place of performance of the warranty obligations shall be the registered office of the End Customer.

16 COMPENSATION OF DAMAGES

- 16.1 In addition to the warranty claims set out above, the Supplier shall be liable for all damages incurred by the Client due to culpably late and/or defective delivery/performance by the Supplier or its engaged vicarious agents or subcontractors.
- 16.2 Neither party shall be liable to the other party for damages resulting from, including, but not limited to, loss of production, loss of profit, loss of use, loss of contracts or indirect damage, other economic or indirect consequential damages as well as exemplary damages or punitive damages.

17 INTANGIBLE PROPERTY RIGHTS

- 17.1 Plans, drawings, cost estimates and other technical documents, which may be part of the inquiry, as well as sample catalogues, brochures, illustrations and the like provided by the Client in order for the Supplier to fulfil his contractual obligations remain the intellectual property of the Buyer. Any utilization, duplication, reproduction, distribution and handing over to third parties, publication and demonstration may only take place with the express consent of the Client. The Supplier shall in particular be obliged to protect the Client's patent rights and also to protect them from infringement by third parties.

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18 CONFIDENTIALITY

- 18.1 The contracting parties undertake to protect all mutual business and trade secrets disclosed in the course of the contractual relationship.
- 18.2 The Supplier undertakes for a period of five years from the conclusion of the contract to disclose any Confidential Information only to employees or independent contractors for whom knowledge of such information is absolutely necessary and who have previously confirmed in writing to treat such information confidential and not to disclose it to third parties. "Confidential Information" shall mean all data and information relating to Client's business including, but not limited to, the following:
- i. of which the Supplier obtains or may obtain knowledge through this order or contract;
 - ii. which are of importance to the Client and are not normally accessible by competitors or the public;
 - iii. which are classified as confidential by the Client.

Confidential information includes information which the Client receives from third parties to whom it is also obliged to treat confidential, but which it must pass on to its Supplier with regard to the performance of the contract.

19 CYBERCRIME

- 19.1 The Client and the Supplier shall make every economically and technically reasonable effort to protect their systems and communication structures against cybercrime. The Supplier undertakes to train its employees with regard to careful handling of IT systems and to draw their attention to this on a regular basis.
- 19.2 If the Supplier is connected to the Client's networks, the Supplier shall take suitable security precautions. Changes to users and user authorizations shall be notified in writing without delay.
- 19.3 The Client shall not be held liable for any damage caused by crime/cybercrime.

20 TERMINATION OF THE CONTRACT

- 20.1 The contractual relationship terminates upon mutual performance of the parties' contractual obligations.
- 20.2 In case of continuing obligations, the contractual relationship can be terminated by either party for good cause. The following especially shall be regarded as good cause:
- i. If insolvency proceedings have been instituted against the Supplier's assets and the statutory provisions do not prohibit withdrawal of the contract.
 - ii. If the opening of insolvency proceedings against the Supplier's assets has been rejected for lack of assets to cover costs or if such insolvency proceedings have been cancelled for lack of assets to cover costs.
 - iii. If circumstances exist which obviously make the orderly performance of the contract impossible, insofar as the other party is held responsible for them.
 - iv. The breach of the confidentiality agreement.
 - v. The violation of legal regulations.
 - vi. The infringement of intellectual property rights.
- 20.3 Withdrawal from the contract shall be declared in writing.
- 20.4 Notwithstanding the other provisions, the following shall apply to the termination of the contractual relationship:
- i. The Client may take over deliveries that have not yet been taken over but have already been made and shall pay for them accordingly. These deliveries shall be invoiced accordingly by the Supplier. The provisions according to clause 6 (invoicing and payment) shall remain in force.
 - ii. If the Client does not take over a delivery that has already been made, the rescission of the contract shall take place at the expense and risk of the Supplier.
 - iii. The parties are entitled to withdraw from the entire contract even if partial deliveries have been agreed. If partial deliveries have been so agreed, partial deliveries already accepted shall be invoiced and settled in accordance with the contract.

21 PUBLIC LIABILITY INSURANCE

- 21.1 The Supplier shall be obligated to have appropriate public liability insurance in relation to the volume of the order and the risks associated with the provision of the delivery or service. The existence of this insurance shall be proven to the Client by means of an insurance confirmation upon the Client's request.

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22 FORCE MAJEURE

- 22.1 "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its obligations under the Contract if and to the extent that the party affected by the impediment proves that: (a) such impediment is beyond its reasonable control; and (b) it was not reasonably foreseeable at the time the contract was entered into; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- 22.2 In the absence of evidence to the contrary, the following events shall be deemed to satisfy conditions (a) and (b) under paragraph 1 of this clause: (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) foreign exchange and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or governmental orders, expropriation, seizure of works, requisition, nationalization; (v) disease, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of facilities, prolonged failure of transportation, telecommunications, information systems or power.
- 22.3 The non-observance of deadlines by upstream suppliers or transport companies, as well as any industrial dispute, shall in no case constitute an event of force majeure.
- 22.4 A party successfully invoking this clause shall be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time when the impediment causes the impossibility of performance, provided that it gives immediate notice thereof. If the notice is not given without delay, the release shall take effect from the time the notice is received by the other party. If the effect of the asserted impediment or event is temporary, the consequences just set forth shall apply only so long as the asserted impediment interferes with the performance of the affected party. If the duration of the asserted impediment has the effect of substantially depriving the parties to the contract of what they could reasonably expect under the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable period of time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

23 PROCESSING OF PERSONAL DATA

- 23.1 The Supplier and its personnel (including, if applicable, the personnel of its suppliers) shall process the Client's data in accordance with the applicable Data Protection Law as well as in accordance with the agreement between the Parties and any written guidelines provided to the Supplier by the Client. The Supplier undertakes to implement appropriate technical and organizational security measures to protect the Personal Data against unauthorized access, unintentional or unlawful deletion, modification, disclosure or transfer, as well as against other unlawful processing of the data.
- 23.2 Upon request of the Client, the Supplier shall promptly provide all information required by the Client to fulfill requests from data subjects, including the right of access, or to comply with notifications or requests from data protection authorities, as well as promptly notify the Client of any requests from data subjects, data protection authorities or other authorities.

24 PROHIBITION OF SET-OFF

- 24.1 Any set-off by the Supplier against claims for money, warranty, damage or other claims to which the Client is entitled shall be prohibited.

25 SEVERABILITY CLAUSE

- 25.1 In the event that individual provisions of these Terms and Conditions, but also of the of the contractual relationship be invalid or void, this shall not affect the legal validity of the remaining provisions. Invalid provisions shall automatically be replaced by provisions which come as close as possible to the economic purpose of the invalid provision. In particular, the meaning and purpose of the agreement shall be taken into account.

26 LEGAL SUCCESSION

- 26.1 All provisions of the contract shall be transferred to its individual or universal successors in title.

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27 PLACE OF PERFORMANCE /JURISDICTION, APPLICABLE LAW

- 27.1 In case of delivery and payment, the place of performance shall be the registered office of the Client even if the handover takes place at another location as agreed.
- 27.2 This contractual relationship shall be governed exclusively by Austrian law, to the exclusion of the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, Federal Law Gazette 1988/96, as amended) and any conflict of law provisions (IPRG, EVÜ, etc.).
- 27.3 The contracting parties agree that the competent court in Graz, Austria shall have jurisdiction for all disputes arising directly or indirectly from this contract, in particular also for the interpretation and applicability of the contractual relationship.
- 27.4 If the Supplier is not domiciled in Austria, the international arbitration clause shall apply. All disputes arising from the contract shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with these Rules. The language to be used shall be English. The place of Arbitration shall be Vienna, Austria.