

## General Terms of Sale Rolls Business

### Section 1 - General

1.1 These General Terms of Sale apply to a person who, when concluding the contract, is acting in the exercise of their commercial or independent professional activity (entrepreneur) or legal entities under public law or a special fund under public law.

1.2 All supplies and services ("product") – e.g. roll covers, spare parts, service and maintenance, regrinding work, repairs, smaller rebuilds, etc. – provided by Voith Austria GmbH ("Seller") to the purchaser shall be subject to these General Terms of Sale and to any separate contractual agreements. Any differing terms and conditions of purchase of the purchaser shall not become part of the contract either when an order is accepted or if they are not objected to.

1.3 Unless otherwise expressly agreed, a contract shall be concluded when the Seller issues his written confirmation of the order. Written form shall also include confirmations sent in textform by datatransfer (e.g. e-mail), electronic signature via signature programs such as DocuSign, AdobeSign or fax.

1.4 If clauses customary in the trade are agreed, the rules on interpretation of them as defined in the latest version of Incoterms shall apply, unless otherwise specified in the following.

1.5 Documents, such as illustrations, drawings and information on dimensions and performance shall only be approximately authoritative and are not considered to be warranted characteristics or guarantees, unless they are expressly designated as binding.

1.6 The Seller reserves ownership of and copyrights to samples, cost estimates, drawings and the like, and to information embodied in a tangible or intangible manner, including in electronic form. This information shall be used only for contractual purposes and shall not be edited, reproduced, or made available to a third party without the consent of the Seller. The Seller shall make documents designated as confidential by the purchaser available to a third party only with the consent of the purchaser.

1.7 Once an order has been accepted by the Seller, it may be cancelled by the purchaser only with the Seller's express written consent. If the Seller accepts a cancellation, it shall be agreed that the Seller will suffer no loss whatsoever from such cancellation and will be entitled in such a case to recover the value of all services rendered, including any work in progress, any expenses incurred, cancellation charges, profit margin, etc.

### Section 2 - Prices and payment

2.1 All prices shall be calculated based on the date and contents of the quotation. In the event of cost increases compared with this basis (e.g. increases in cost of materials, changes in or deviations from drilling pattern, altered scope of work for service and repair orders, etc.) during order handling and/or until the date of delivery, the Seller shall be entitled to raise the prices accordingly. Unless agreed separately, the prices shall be ex works of the Seller and shall include loading at the works, but not include insurance costs, packaging, unloading and all other auxiliary costs. Value-added tax shall be added to the prices at the respective statutory rate.

2.2 Costs for travel, daily and overnight allowances are charged separately. Travel times are considered as working hours.

2.3 Unless otherwise expressly agreed, all payments to the Seller shall be made, without any deduction, within fourteen (14) days from the date of invoice.

2.4 If the purchaser delays in making a payment for more than ten (10) days, if a petition is filed for the institution of insolvency proceedings against the purchaser's property, or if the purchaser de facto suspends its payments, the Seller shall, without prejudice to any other rights, be entitled to

- fix a due date for any amounts owed by the purchaser if the delay relates to a financing or redemption agreement;
- withhold any supplies or services under contracts not yet or not entirely fulfilled, unless the purchaser either pays in advance or gives

security to satisfy the Seller;

- assert any rights subject to retention of title.

2.5 The Seller shall have the right to suspend the delivery of all products purchased or ordered from it until the purchaser has fully met all the obligations it had towards the Seller at the time of the agreed delivery unless the Seller makes any justified objections against the obligations.

2.6 If the purchaser fails to make payment on the due date, interest shall be charged on the amount due at 8% above the base interest rate, unless the purchaser can demonstrate that a lesser loss has been suffered.

2.7 The purchaser shall be entitled to withhold payments or offset his counterclaims only if they have been ruled on finally or have been acknowledged by the Seller.

### Section 3 - Delivery period, delay in delivery, force majeure

3.1 The products shall be delivered and dispatched ex Seller's works for the account and at the risk of the purchaser. The place of delivery shall be the place of manufacture of the products or the Seller's distributing depot.

3.2 Delivery periods shall be notified to the purchaser as precisely as possible under the given circumstances. Unless otherwise agreed, all delivery periods shall start to run on the date of coming into force of the contract or, if there is any disagreement on the mode of execution of an order, on the date when final clarification has been reached and mutually agreed upon.

3.3 Compliance by the Seller with the agreed delivery dates requires that any necessary approvals, documents to be supplied by the purchaser and releases have been obtained and/or services and other obligations of the purchaser have been rendered/fulfilled.

If this is not the case, the delivery period shall be extended commensurately. This shall not apply if the Seller is responsible for the delay.

3.4 The delivery period shall be deemed to have been observed if the product is ready for loading or the services are indicated ready for acceptance by the time the delivery period expires. If acceptance is contractually required, the contractually specified acceptance deadline, or alternatively the time at which notification of readiness for acceptance is given, shall be binding, except in the case where the purchaser justifiably refuses acceptance.

3.5 If shipment or acceptance of the product is delayed for reasons for which the purchaser is responsible or if the purchaser violates other duties of cooperation on his part, the Seller shall be authorised to demand compensation for the losses he has incurred in this regard, including any additional expenses. Without prejudice to further claims, the Seller can otherwise dispose of the product after he has set a reasonable period of grace and this has expired without remedy, in particular store the product at the risk and expense of the purchaser and/or supply the purchaser within a reasonably extended period.

3.6 If a failure to observe the delivery period is due to force majeure, such as natural disasters, epidemics, pandemics, war, armed conflicts, civil war, revolution, terrorism, sabotage, cyberattacks, nuclear/reactor accidents, embargo/sanctions or similar restrictions, labour disputes shortage of raw materials, materials, components and means of transport or other events that are outside the Seller's control, the Seller shall be discharged from his performance obligations for the duration of the event and the delivery period shall be extended appropriately. Effects and/or restrictions arising from or in connection with an event of force majeure (e.g. travel restrictions, border closures, transport restrictions or delays, plant closures, etc.) which make it impossible or unreasonably difficult to comply with the delivery or performance time, shall be deemed to be an force majeure event within the meaning of Section 3.6. The Seller shall inform the purchaser of when such circumstances start and end within a reasonable time after becoming aware of them. If the force majeure

event or multiple force majeure events lasts for more than 6 months, the Seller shall also be authorised to terminate the contract. In case of delay - due to force majeure - the purchaser is not entitled to make any monetary claims against the Seller.

3.7 If the Seller is in delay and the purchaser incurs losses as a result, the latter shall be authorised to demand liquidated damages for the losses due to such delay. This shall be 0.5% of the price of that part of the product that cannot be used on time or in accordance with the contract because of the delay, for each full week of the delay but a maximum total amount of 5% of said price.

If the Seller is in delay and the purchaser grants him a reasonable period to perform his obligation – considering the statutory exceptions – and if this period is not observed for reasons for which the Seller is responsible, the purchaser shall be authorised to rescind the contract within the framework of the statutory provisions.

Further claims of the purchaser towards the Seller from delay in delivery shall be excluded.

#### **Section 4 - Transfer of risk, acceptance, packaging**

4.1 Unless otherwise agreed individually, risk shall pass to the purchaser upon the start of loading of the products at the Seller's works, even if partial deliveries are made or the Seller has assumed other services, such as shipping cost or delivery and installation. Subject to any different agreements, the obligation to load, stow and secure the product safely during transport and unload it, is the responsibility of the purchaser and his freight forwarding agent, freight carrier or agent making the collection; he shall also have an obligation to provide and make available at his own expense appropriate securing devices.

4.2 If acceptance has been agreed, this must be conducted immediately at the agreed time, alternatively after the Seller has given notification that the product is ready for acceptance. The purchaser cannot refuse acceptance due to an insignificant defect, provided the Seller acknowledges his obligation to remedy the defect.

4.3 If shipment or acceptance is delayed or not performed due to circumstances not attributable to the Seller, the risk of accidental loss or accidental deterioration of the product shall pass to the purchaser from the day on which notice is given of its readiness for shipment or acceptance. The Seller undertakes to take out insurance requested by the purchaser, such as transport insurance, at the expense of the purchaser. In case of default of acceptance by the purchaser, the Seller shall be entitled to charge a storage fee.

4.4 Partial deliveries shall be permitted if this is reasonable for the purchaser.

4.5 The Seller shall exercise due care to prepare and pack the products for transport to prevent any damage in transit but shall not assume any liability in this respect. The products shall be insured only upon the purchaser's express request, and the Seller shall exercise due care to comply with any relevant instructions given by the purchaser; any liability on the part of the Seller, however, shall be excluded.

4.6 Packaging, such as cases, received in a damaged condition shall be repaired or replaced by the Seller at the purchaser's expense. Packaging material supplied by the Seller shall not be taken back.

4.7 All parts, such as roll bodies, etc., supplied to the Seller for processing purposes shall be sent, freight prepaid, in sturdy transport cases reusable for return transport.

4.8 The Seller shall be held liable for any damage to, or loss of, packaging material only in the event of gross negligence attributable to the Seller. Damages shall in any case be limited to the fair value of the packaging.

#### **Section 5 - Retention of title, assignment of claims, withdrawal**

5.1 The Seller shall retain his title to the product until all claims have been settled, the respective outstanding balances to which the Seller is entitled to as part of the business relationship with the purchaser (overall retention of title). If the validity of the retention of title in the destination country of the articles requires an entry in a register or a similar procedure, the Seller shall be entitled to have the retention of title registered and take any action required for the validity of the

retention of ownership, with the purchaser providing any cooperation required.

5.2 The purchaser shall be obliged to treat the product subject to retention of title (retained articles) with care; in particular, he shall be obliged at his own expense to insure it adequately against theft, breakage, fire, water, and other damage at the reinstatement value. The Seller shall be authorised to take out this insurance at the expense of the purchaser if the purchaser has demonstrably not taken it out.

5.3 If the retained products are combined with other objects such that they become an essential part of another object, the Seller shall obtain co-ownership of the other object. If a new object is produced by combining or processing of the retained products, the Seller shall always acquire a corresponding right of co-ownership.

5.4 The purchaser shall be authorised to resell the retained products in the normal course of business. If the retained products that have been supplied or produced in accordance with Section 5.3 are sold, the purchaser hereby assigns the claims against his purchasers from the sale (total sum invoiced including value-added tax) or a corresponding part thereof, along with all secondary rights, to the Seller until the latter's claims have been settled in full. The purchaser is obliged to provide the Seller with a copy of the invoice in respect of the resale without delay.

5.5 The purchaser shall remain authorised to collect the claim assigned pursuant to Section 5.4; the Seller's authorisation to collect the claim himself shall remain unaffected thereby. The Seller shall not collect the claim if the purchaser meets his payment obligations from the collected amounts, is not in arrears with payment or has not discontinued payment, and an application for insolvency proceedings has not been filed against the purchaser with a view to general execution.

If one of the above situations applies, the Seller can demand that the purchaser disclose the claims assigned to the Seller as security and provide all details and documents required to collect them.

5.6 If the purchaser acts in breach of contract, if he is in arrears with payment, the Seller shall be authorised to take back the products after issuing an unsuccessful warning. This, like any levy of execution on the products by the Seller, shall not constitute a rescission of the contract by the Seller.

5.7 An application to instigate insolvency proceedings or the rejection of such an application due to insufficient assets, shall authorise the Seller, upon its choice (i) (in case of the rejection of such an application) to rescind the contract and otherwise to demand immediate surrender of the product or (ii) to provide further contractual obligations conditional upon advance payment-performance. The choice of the latter does not bar the remedy of the Seller to rescind the contract later.

#### **Section 6 - Warranty**

The Seller shall assume a warranty for defects and legal imperfections in title to the exclusion of further claims – subject to Section 8 – as follows:

##### **6.1 Warranty Periods**

6.1.1 Polyurethane covers and calender roll covers: 12 months from start-up or 24 months maximum from delivery, whichever comes first on pro rata temporis basis.

6.1.2 Thermal coatings and ceramic covers: 24 months from start-up or 30 months maximum from delivery, whichever comes first on pro rata temporis basis.

6.1.3 Rubber covers: 12 months from start-up or 18 months maximum from delivery, whichever comes first on pro rata temporis basis.

6.1.4 Roll service and maintenance, regrinding work, spare parts, small rebuilds, construction and installation plans, etc.: 6 months from start-up or 12 months maximum from delivery, whichever comes first on pro rata temporis basis.

6.1.5 New rolls: 24 months from start-up or 30 months maximum from delivery, whichever comes first on pro rata temporis basis.

6.1.6 Doctor blades: 2 weeks from finding out a defect or 12 weeks from delivery, whichever comes first.

6.1.7 Wear parts and repairs of roll covers (local repairs, ring repairs): 2 weeks from start-up or 1 month maximum from delivery, whichever comes first.

6.2 If, as part of rectification of a defect, the purchaser obtains new rights in relation to defects, all claims arising from these rights shall become statute-barred at the latest 6 months from when the defect was rectified, whereby such claims shall exclusively be limited to defects that arise directly in connection with the rectification of the defect.

6.3 Any warranty of the Seller shall be dependent on the strict compliance with the contractually stipulated operating conditions and the declared intended use of the products in chemical, thermal and mechanical terms, and proper operation (adherence to operating and maintenance instructions by the Seller). Details furnished by the Seller regarding the properties of its products shall conform to the results of its measurements and calculations and shall be deemed to be quality features, but not warranted properties or guarantees.

6.3.1 The warranty for roll covers according to Sections 6.1.1, 6.1.2 and 6.1.3, for new rolls according to Section 6.1.5 as well as for doctor blades according to Section 6.1.6. shall be limited to faultless material and workmanship. Considered as a fault shall be only impairments demonstrably having a negative influence on the operation of the purchaser's paper machine.

6.3.2 For regrinding and service work according to Section 6.1.4, the Seller shall warrant the proper performance of the work.

#### 6.4 Notice of Defects

6.4.1 Notices of defects shall be made in writing, specifying the kind and extent of defects and invoice number, within maximum eight (8) days after arrival of the product at the place of destination stated in the delivery note or, in the case of hidden defects, within three (3) days after the defects were discovered. After expiration of such period, the product shall be deemed to have been accepted as faultless. In case of multiple defects, each single defect must be given notice of separately. In case of multiple independent deliveries, the concerned delivery must be specified. Faultiness of the product upon delivery must be proven by the purchaser also in case a fault is emerging within six months upon delivery. Any damage in transit shall immediately be recorded in an appropriate manner.

6.4.2 Notices of defects shall be sent to the Seller's test center exclusively. Also, the decision as to the justification of a notice of defects made in due time shall be taken by the Seller's test center.

6.4.3 The purchaser must provide evidence of the defectiveness of the product at the time of delivery if the defect becomes apparent within six months after delivery.

6.4.4 Transport damage must be recorded immediately in a suitable form.

6.4.5 In case of a notice of a defect made in due time and form, the Seller shall have the right to inspect the defective product in operation. Upon Seller's request, without this being an acknowledgment of a fault, the defective product shall be returned, freight prepaid, to the Seller. In case of a verified fault, the Seller shall reimburse the purchaser for reasonable freight costs advanced by the latter.

6.5 As a matter of principle, any warranty for products of the Seller shall be excluded in the following cases:

6.5.1 If the product shows mechanical variation unless the variation originates in the Seller's risk area.

6.5.2 If the operating conditions of the machine do not correspond to the conditions specified to the Seller in the order document or to the conditions as are usual in such cases or if the conditions are unsatisfactory in technical terms, i.e. if the products are not operating under normal and technically sound operating conditions (e.g. in the case of thermal, chemical or mechanical overloading, or in the case of defects caused by inadmissible deformation of the roll body or by improper maintenance, etc.).

6.5.3 If the products were not handled or stored in accordance with the Seller's operating and maintenance instructions and/or were damaged during transport or by frost (refer to the Seller's recommendations for the transport and storage of covered rolls).

6.5.4 if the roll body or the product sent to the Seller for repair was of

faulty design or otherwise defective; the purchaser shall be responsible that the roll body or the product sent to the Seller for repair features standard design and quality as well as standard or specified materials.

6.5.5 if the roll body sent to the Seller, due to released stresses, is changed in a way that damage occurs to the product supplied by the Seller (e.g. roll covers). The roll body shall be dimensioned so as to resist the stresses occurring during the covering process.

6.6 In the case of a justified warranty claim, the amount of claim shall be limited to the amount of the invoice for the respective product and shall be reduced on a pro rata temporis basis according to Sections 6.1.1 to 6.1.5 for each month which has elapsed after start-up and/or delivery, whichever comes first, until the warranty claim is made.

If a claim is justified, the Seller shall meet its warranty obligation at its discretion by:

6.6.1 rectification of the defect or delivery of a replacement part free of charge for the purchaser, or

6.6.2 refunding the proportionate price corresponding to the warranty period not yet elapsed, or

6.6.3 supplying a replacement part to be charged at the price in effect at the time of replacement, less the amount corresponding to the warranty period not yet elapsed.

6.7 In all cases of exclusions / limitations of the purchaser's warranty claims according to this paragraph, these exclusions / limitations comprise also the enforcement of claims for damages, and of damages consequential to a defect. All exclusions / limitations regarding warranty shall also refer to possible claims in respect of expressly warranted properties, if any. Warranty claims shall not entitle the purchaser to invoke a withholding right.

#### **Section 7 - Legal imperfections in title; Export control**

7.1 If use of the product results in the infringement of industry property rights such as patents or copyrights of third parties, the Seller shall in principle and at his own expense obtain the right for the purchaser to continue using it or modify the product in a way that the purchaser can reasonably be expected to accept so that the property right is no longer infringed.

If this is not economically feasible or not possible within a reasonable period, the purchaser shall be authorised to rescind the contract. If said conditions exist, the Seller shall also have the right to rescind the contract.

Moreover, the Seller shall – if he is to blame – indemnify the purchaser against claims of the owner of the property rights that are undisputed or have been ruled on finally and conclusively.

7.2 Subject to Section 8, the Seller's obligations specified in Section 7.1 shall be final in relation to the infringement of proprietary rights or copyrights.

These obligations shall exist only if:

- the purchaser informs the Seller as soon as infringements of proprietary rights or copyrights are claimed,
- the purchaser assists the Seller to a reasonable extent in defending against the claims or enables the Seller to make the modifications as stated in Section 7.1,
- the Seller retains the right to undertake all defensive measures, including out-of-court settlement,
- the legal imperfection in title is not attributable to an instruction by the purchaser or to the fact that the infringement only occurred because of combination of the product by the purchaser with products or deliveries outside the Seller's scope of supply, and
- the infringement has not been caused by the fact that the purchaser has modified the product on his own or used it in a way not in conformity with the contract.

7.3 If the purchaser intends to export or transfer the product to a country or territory against which the United Nations, the European Union or the United States of America has imposed or implemented an embargo or any other export or re-export restrictions or intends to use the product in such country or territory, the purchaser shall notify the Seller of the same in writing before the contract is entered into. If the purchaser adopts such an intention after the contract is entered into, such export, transfer or use shall be subject to the Seller's prior

written approval. Notwithstanding anything to the foregoing, the purchaser represents and warrants that it will comply (i) with all Austrian, EU and UN export control regulations including embargoes and other sanctions and (ii) with all other foreign export control regulations including embargos and other sanctions provided that Austria, the EU or the UN have enacted similar regulations, embargos or other sanctions targeting the same countries. If the product is resold by the purchaser, the latter shall enter agreements to ensure that the obligations set forth in this section are transferred through to the entire delivery chain and to the final customer ultimately holding the product. In the event of a violation of the obligations set forth in this Section 7.3, the Seller shall be entitled to terminate the contract with immediate effect.

## **Section 8 – Liability; Product Liability**

8.1 Irrespective of whether the Seller is at fault before or after conclusion of the contract, the Seller shall only be liable for damage to the product itself and limited to the amount of the invoice amount for the respective product, unless an exception pursuant to Section 8.2 applies.

8.2 The Seller shall be liable for damage not caused to the product itself – on whatever legal grounds, including liability for auxiliary personnel and tort – only

- if he has acted with intent,
- if he has been blatant grossly negligent,
- in the case of defects, the Seller has concealed with intent to deceive,
- in the case of a mandatory legal liability.

8.3 The Seller shall not be liable for indirect damage, loss of profit, loss of production, loss of interest, failure to make savings, consequential damage, and financial loss, for damage arising from third-party claims and for the loss of data and programmes and their recovery, unless an exception pursuant to Section 8.2 applies.

8.4 If a penalty at the expense of the Seller is agreed in the contract, this penalty shall be subject to judicial mitigation. Any further claims for damages beyond the contractually agreed penalty shall be excluded.

8.5 Further claims for damages – on whatever legal grounds – shall be excluded. If liability for damages on the part of the Seller is excluded or limited, this shall also apply to personal liability for damages on the part of the Seller's employees.

8.6 All claims of the purchaser – on whatever legal grounds – shall become statute-barred insofar as they are not asserted within 12 months from the due date and the purchaser's knowledge of the infringing party and damage. The statutory periods of limitation shall apply to intent or intent to deceive, culpable injury to life, body or health and claims under the Product Liability Law.

8.7 The Seller shall be neither obliged nor in a position to examine the rolls and parts delivered for processing or repair and shall, therefore, not be liable if defective parts are supplied by the purchaser.

8.8 For damage caused to roll bodies and machine parts supplied by the purchaser, as well as for damage to machine parts caused by the Seller's employees during measurements and/or installation work on the purchaser's premises, the Seller shall be liable up to the amount of the current market price only in the case of destruction and/or damage through negligence during processing or repair. The roll bodies and machine parts supplied by the purchaser shall be insured to the amount of the current market value against any destruction and/or damage through negligence while being processed or repaired by the Seller. The amount of compensation shall be limited to the amount of the current market price of the roll bodies or machine parts and/or to the maximum amount of insurance under the Seller's liability insurance contract. The purchaser shall bear the risk for any natural disaster and force majeure. The purchaser shall, at its own expense, provide insurance cover against such risks like fire, storm, etc.

8.9 The Seller shall, with due diligence, carry out the orders placed with it. If a supplied product can no longer be used due to faulty treatment, the Seller shall be obliged to process a replacement product in accordance with the original order. The Seller, however,

shall not be obliged to supply a replacement. Unless otherwise agreed, any resulting chips shall become the property of the Seller.

## **8.10 Product Liability**

8.10.1 Any product sold by the Seller shall be as safe as can be expected based on approval requirements, instructions for use and any other rules given by the Seller or the manufacturer.

8.10.2 The Seller's liability under the Product Liability Law for any damage to property suffered by the purchaser as entrepreneur as well as any product liability claims raised under any other statutory provisions shall be excluded to the extent as being legally admissible.

8.10.3 In the event that the purchaser resells the products to another entrepreneur, the purchaser shall undertake to also require from such other entrepreneur a waiver in accordance with Section 8.10.2 and to oblige such other entrepreneur to demand in turn such waiver in the event of a further resale. If the purchaser fails to demand such waiver, the purchaser shall fully indemnify and hold harmless the Seller in this respect from and against any legal action and reimburse to the Seller all expenses incurred in connection with the liability irrespective of negligence.

8.10.4 The purchaser shall notify the Seller in writing, promptly and in detail, of any claims raised by third parties having suffered damage caused by products of the Seller. Again, in the event of resale to another entrepreneur, the purchaser shall pass on this obligation to its client. The same shall apply to the purchaser's obligation to report to the Seller any product defects as defined under the Product Liability Law.

8.10.5 If the purchaser has compensated the injured in accordance with the Product Liability Law, any claims of recourse against the Seller as the manufacturer shall be excluded.

## **Section 9 - Use of software**

9.1 If software is supplied, the purchaser shall be granted a non-exclusive right to use it and its documentation. It shall be provided for use on the intended object supplied. The software shall not be used on more than one system.

9.2 The purchaser shall reproduce, revise, compile or translate the software or convert it from object code to source code only to the extent permitted by Copyright Law (*Urheberrechtsgesetz*). The purchaser undertakes not to remove manufacturer's data – in particular copyright notices – or to change them without the Seller's prior written consent.

All other rights to the software and documentation, including copies thereof, shall remain with the Seller or the software supplier. Sublicensing of it shall not be permitted.

9.3 Before providing the software to the purchaser, the Seller shall use state-of-the-art, up-to-date protection measures to check it for computer viruses, Trojan horses, virus hoaxes and similar programs, program parts and malicious functions that may result in loss or falsification of data or programs or impairment of systems or parts of them (hereinafter referred to as "computer viruses"). Nevertheless, it is not possible to rule out the risk that the software contains unknown or mutated computer viruses or that such viruses may enter an (operating or control) system of the purchaser later and possibly change or delete program data of the software or other data or programs or impair systems.

9.4 Consequently, the purchaser himself shall likewise take measures to protect against computer viruses and other destructive data. The purchaser shall be obliged to test whether the supplied software or files are infected with computer viruses before executing the software or opening the files. This shall also apply to software the purchaser wishes to use as part of his (operating or control) systems, where the functionality of the Seller's software may be affected thereby.

9.5 The purchaser shall be obliged to back up data himself on a regular basis to prevent loss of it because of computer viruses. If data is lost or manipulated, the Seller shall be liable only for the cost involved in restoring the correct data if the purchaser has backed it up properly.

## **Section 10 - Applicable law, place of jurisdiction**

10.1 In addition to these provisions the substantive law of Austria shall

apply to all legal relationships between the Seller and the purchaser without applying conflicting legal regulations and the regulations of the United Nations Convention dated 11 April 1980 on the international sale of goods (CISG).

10.2 Any dispute, controversy or claim arising out of or in relation to the contractual relationship between the Seller and the purchaser, including the validity, invalidity, breach, or termination thereof, shall be subject to the court with subject-matter and local jurisdiction for commercial matters at the registered office of the Seller.

#### **Section 11 - Final provisions**

11.1 The Seller shall be entitled to store, transfer within the Seller's country and abroad, use, alter and erase data related to persons as given by the purchaser in the course of business. The purchaser shall hereby be notified of this.

11.2 Unless otherwise specified in the acknowledgement of order, the place of performance for the parties' mutual obligations from the contractual relationship shall be the place of the Seller's registered offices. This shall also apply if clauses customary in the trade have been agreed.

11.3. Should individual parts of these General Terms of Sale be invalid, this shall not affect the validity of the remaining parts.

11.4 Declarations serving to establish, safeguard or exercise rights shall not be valid unless given in writing. Written form shall also include declarations sent in textform by data transfer (e.g. e-mail), electronic signature via signature programs such as DocuSign, Adobe Sign or fax, unless the written form is mandatory according to applicable law.

11.5 The purchaser shall not assign his contractual rights to a third party without the written consent of the Seller. The Seller may transfer his contractual rights to third parties at any time, unless the third parties are direct competitors of the purchaser. In the latter case, the written consent of the purchaser is required.

11.6 If the Seller provides installation, commissioning, maintenance, repair or similar services, the relevant special terms and conditions of the Seller shall apply additionally and with precedence.

11.7 The purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods or technology sold, supplied, transferred or exported to the purchaser by the Seller that fall under the scope of Article 12 g of Council Regulation (EU) No. 833/2014 as amended from time to time (for the latest version of Council Regulation (EU) No. 833/2014 see <https://eur-lex.europa.eu/oj/direct-access.html> and <https://eur-lex.europa.eu/homepage.html?locale=en>).

The purchaser shall undertake its reasonable efforts to ensure that the purpose of preceding sentence is not frustrated by any third parties further down the commercial chain, including by possible resellers, and shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the preceding sentence.

The purchaser shall immediately inform the Seller about any problems in applying the two preceding sentences including any relevant activities by third parties that could frustrate the purpose of the two preceding sentences.

The purchaser shall make available to the Seller information concerning compliance with the obligations under this paragraph within two weeks of the simple request of such information.

Any violation of any of the four preceding sentences shall constitute a material breach of an essential obligation of the purchaser, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to (i) a termination of the contract and (ii) a penalty of 10 % of the total value of the contract or price of the goods or technology exported, whichever is higher.

The obligations set forth in this paragraph (Section 11.7) shall come in addition to any other obligations which purchaser might have otherwise under the contract. In case of any contradiction of the stipulations of this paragraph (Section 11.7) with any other obligation which purchaser might have under the contract, the stipulations of this paragraph (Section 11.7) shall prevail.