

Securikett - General Terms and Conditions of Purchase

1. Scope of application and contractual basis

- 1.1. These General Terms and Conditions of Purchase (GTCP) apply to all business and legal transactions (including all orders for goods, work and services) between SECURIKETT Ulrich & Horn GmbH, Santorastraße 4, A-2482 Münchendorf, or its affiliated companies (hereinafter referred to as "Securikett") and the supplier or contractor (hereinafter referred to as "Supplier"). These GTCP shall also apply exclusively if they are not expressly referred to again in subsequent or future orders.
- 1.2. The supplier's terms and conditions of business and contract or subsidiary agreements shall not apply, even if Securikett does not expressly object to them or accepts deliveries without reservation. Actions taken by Securikett to fulfil the contract, payment and/or silence on the part of Securikett shall not be deemed to constitute consent to deviating contractual terms and conditions of the supplier.
- 1.3. The technical requirements, documents, specifications, descriptions, quality characteristics and instructions of Securikett (hereinafter referred to as "Securikett requirements") are an integral part of the contract. Even if the supplier's terms and conditions of business should apply, the technical requirements, specifications, descriptions and instructions of Securikett shall in any case take precedence.

2. Offers, orders, conclusion of contracts and amendments

- 2.1 Contracts, orders, changes or additions must be made in writing. Verbal agreements require written confirmation from Securikett to be valid. An order confirmation from the supplier that deviates from the content of the order is considered a new offer.
- 2.2 Notwithstanding the above, Securikett is entitled to demand changes to the subject matter of the contract in terms of design, construction and quantity after conclusion of the contract, provided that this is necessary for special operational reasons and/or the change is customary in the trade. Any resulting price increases and delivery time extensions shall only be recognised if the change actually results in additional costs or delivery time extensions, as proven by the supplier, and if the supplier informs Securikett of this in writing immediately after the order change.

3. Technical requirements and obligations to cooperate

- 3.1 The supplier is obliged to comply fully and accurately with all recognised technical rules and Securikett requirements and shall ensure that the delivery is suitable for the intended purpose (application specifics). The supplier must independently inform itself about the intended use of its deliveries, including all products, services and work performance, as specified by Securikett.
- 3.2 If requirements are made available to or become known to the supplier by Securikett, the supplier is obliged to check the information contained therein for accuracy and completeness. Any contradictions, ambiguities or omissions must be reported to Securikett immediately and clarified with Securikett. The supplier must inform Securikett in writing without delay if it recognises or should recognise that the goods or services ordered deviate in whole or in part from the Securikett requirements, are not suitable for the intended purpose or if there are other risks or special features associated with the use of the delivery.
- 3.3 The scope of delivery and/or services includes all usual ancillary services and other parts that are necessary to ensure the promised or usually expected properties, even if such delivery parts and ancillary services are not expressly mentioned.
- 3.4 If documents, materials or product(parts) are made available to the supplier for the fulfilment of its performance obligation(s) and/or are provided for processing or treatment, the supplier shall store, transport and process them with the necessary care. The supplier undertakes, in particular in such a case, to ensure that such products or documents are processed and treated confidentially and are stored and kept separately from other items in a recognisable manner.

- 3.5 The supplier shall design its production and testing procedures in such a way that the delivery of flawless products or the provision of error-free services is permanently and reliably ensured and all Securikett requirements are met. Tests carried out shall be comprehensively documented.
- 3.6 The supplier is obliged to ensure the traceability of its deliveries in order to enable the precise identification of potentially affected batches or units in the event of a defect.
- 3.7 The supplier must disclose to Securikett, upon request, all third parties (e.g. subcontractors) who are commissioned to perform the delivery or service owed. Securikett is authorised to demand the replacement of third parties used if there are justified reasons for doing so. The supplier is fully liable for any subcontractors used and bears the entire procurement risk. The supplier must take appropriate measures to ensure that its subcontractors guarantee the required quality and characteristics.

4. Warranty

- 4.1 The supplier warrants that all deliveries or services provided are free of defects, comply with all applicable legal requirements, technical guidelines and generally accepted rules of technology, meet Securikett's requirements and are suitable for the intended purpose. In addition, the deliveries or services must also meet the objective requirements: in particular, they must be suitable for normal use and, in terms of durability, function, compatibility and safety, be of a quality that is customary in the industry for comparable services or products and can reasonably be expected.
- 4.2 Notifications of defects shall be deemed timely if they are reported by Securikett within a reasonable period of time as soon as they become apparent in the normal course of business. If inspection costs are incurred, Securikett reserves the right to charge the supplier for the inspection costs in the event of a justified complaint.
- 4.3 The period for claims for defects is three years, unless longer periods are mandatory by law. The period begins with (i) complete delivery of the goods or performance of the service, (ii) acceptance by Securikett, if agreed, or (iii) commissioning or productive use of the goods or services by the end customer, whichever is later. In the case of hidden defects, the period shall commence at the earliest when the defect becomes apparent. In any case, however, the period shall not exceed five years from delivery.
- 4.4 Securikett is free to request free repair, free replacement, price reduction or rescission within the scope of its warranty rights. The right to rescission is excluded only in the case of minor defects. In addition, Securikett is entitled, after prior written notification of the supplier and the unsuccessful expiry of a reasonable grace period, to have the defect remedied by a third party as a substitute. All costs incurred for this shall be borne by the contractor. The costs incurred by the supplier for the purpose of inspection and rectification (including any inspection costs, removal and installation costs and transport costs) shall also be borne by the supplier if it transpires that there was in fact no defect. Any claim for damages in the event of an unjustified request to remedy a defect is excluded in the absence of intentional or grossly negligent conduct on the part of Securikett.
- 4.5 Securikett shall be entitled, without the expiry of a reasonable period of time, to remedy a defect at the supplier's expense itself or through a third party if this is particularly urgent or if Securikett is threatened with economic damage or other significant disadvantage and it is unreasonable to wait for rectification.
- 4.6 All costs necessary for the rectification of defects, return shipment, replacement delivery or repair of damage – in particular transport, travel, labour and material costs – shall be borne by the supplier and shall be at its risk.
- 4.7 A new warranty period shall commence for replaced or repaired parts.

5. Retention of title, assignment, offsetting

- 5.1 Retention of title by the supplier is excluded. The supplier acknowledges that its product is generally processed immediately and therefore ceases to exist as an independent commodity. Upon delivery

of the goods or performance of the service, ownership therefore passes to Securikett without restriction.

6. Deliveries, delay in delivery and contractual penalty

- 6.1 Delivery dates are binding. Delivery dates shall be deemed to have been met if the delivery or service is provided in full, free of defects and in accordance with the order at the agreed delivery location on the agreed date. In the case of services, the timely and complete provision of the service is decisive. In the case of work performance, the agreed time of provision for acceptance is decisive. Unless otherwise agreed, the registered office of Securikett shall be the place of performance.
- 6.2 In the case of services that are ready for acceptance (work services), the contractual partner must notify Securikett in writing of the completion of its contractual services and hand over the contractual services or make them available for acceptance. An acceptance date must then be agreed.
- 6.3 Even if acceptance has been agreed or has taken place, Securikett is not obliged to inspect the delivery after handover; Securikett is not subject to any obligations to inspect or give notice of defects; in particular, §§ 377 et seq. of the Austrian Commercial Code (UGB) and/or Article 38 of the UN Convention on Contracts for the International Sale of Goods are excluded. Acceptance or non-acceptance, confirmation of delivery or payment of the invoice does not result in the loss of warranty claims.
- 6.4 Deliveries are always made at the supplier's expense and risk. The risk is only transferred upon actual handover and acceptance of the delivery at the place of performance specified by Securikett.
- 6.5 Securikett is not obliged to accept early deliveries. If it is unavoidable for the supplier to deliver early, the partners shall seek a mutually acceptable solution; in any case, Securikett reserves the right to charge the associated costs. Agreed payment dates remain unaffected by early delivery.
- 6.6 The supplier shall immediately inform Securikett of any deviations or difficulties that prevent it from delivering on time in the prescribed quantity or quality, stating the reasons and the expected duration of the delay.
- 6.7 The supplier may only invoke the failure of Securikett to fulfil its obligations to cooperate or to provide documents if it has requested such cooperation or documents in writing in good time and has not received them within a reasonable period.
- 6.8 Partial deliveries are only permitted if they have been expressly approved in writing by Securikett.
- 6.9 If Securikett is prevented from accepting delivery at the agreed place of performance due to force majeure, Securikett shall not be in default of acceptance and the supplier shall have no claims for consideration or damages. Force majeure shall be deemed to include all circumstances that were unforeseeable and unavoidable at the time of conclusion of the contract or that could only be averted by unreasonable means, in particular natural disasters, unrest, strikes and lawful lockouts. The supplier shall store the goods properly at its own expense and risk for the duration of the disruption.
- 6.10 Disputes, disagreements or delays in payment do not entitle the supplier to withhold or suspend due deliveries and/or services.
- 6.11 Each delivery must be accompanied by complete delivery notes stating the order number, item description and number, and quantities. The supplier must provide all the necessary documents in good time that Securikett requires to obtain official approvals and all other necessary approvals. The same applies to documents required for exemption or preferential treatment with regard to taxes, customs duties or other levies.
- 6.12 Deliveries and packaging used must be standard commercial practice and must be designed in such a way that there can be no impairment of the delivery and transport damage is avoided.

7. Liability & Insurance

- 7.1 Liability between Securikett and the supplier is governed by the statutory provisions. Any exclusion of liability or limitation of liability or exclusion of recourse claims under the supplier's product liability provisions and laws is excluded. It is clarified that the supplier is fully liable for all costs and

consequential costs of product recalls attributable to faulty deliveries or services provided by the supplier.

- 7.2 The supplier must take out adequate business, product and transport liability insurance with adequate coverage per claim for personal injury, property damage and financial loss, maintain this insurance throughout the term of the contract and provide evidence of this upon request.

8. Property rights & property right infringements

- 8.1 The agreed delivery or service also includes the acquisition of legal property rights, in particular patents, insofar as their acquisition is necessary for Securikett to freely use and resell the delivery item. If a transfer of ownership of the delivery is not legally possible, the supplier shall grant us an unrestricted, worldwide and exclusive right of use to these, unless expressly agreed otherwise.
- 8.2 The supplier warrants that its delivery and use of the delivery items does not infringe any third-party property rights (including patent and copyrights).
- 8.3 The supplier shall indemnify Securikett and its customers against all claims by third parties that are attributable to defects or breaches of duty for which the supplier is responsible. In the event of a claim, the supplier shall be fully liable and shall indemnify and hold Securikett harmless. In such a case, the supplier shall also bear the costs of defending Securikett against any claims.
- 8.4 If the rights of third parties are infringed, Securikett shall be entitled to obtain the necessary approval, agreement or licence for the use of the relevant delivery items and services from the entitled party at the supplier's expense.

9. Confidentiality

- 9.1 The business relationship between Securikett and the supplier, all personal data, and all commercial and technical information disclosed by Securikett, including specifications, requirements, drawings, plans, samples, documentation and other documents that are marked as confidential or can reasonably be recognised as requiring confidentiality, must be treated as strictly confidential by the supplier. The only information not covered by the confidentiality obligation is information that was already publicly known at the time of disclosure and information that becomes publicly known after disclosure to the supplier without the supplier's involvement.
- 9.2 All confidential information may only be disclosed to those employees of the Supplier, its affiliated companies or subcontractors who absolutely need it for the fulfilment of the business relationship with Securikett. Confidential information may only be disclosed to other third parties with the prior written consent of Securikett ; in this case, the supplier is obliged to require the third parties to maintain confidentiality within the framework of a similar confidentiality agreement.
- 9.3 This obligation to maintain confidentiality shall continue even after the termination of the contractual relationship, as long as the information remains confidential.
- 9.4 The supplier may only advertise the business relationship with the prior written consent of Securikett.

10. Payment & Prices

- 10.1 All prices shall be quoted in euros (EUR). Unless otherwise stated, these are fixed prices, including transport, insurance, packaging, unloading and, if applicable, assembly. If fees, taxes, customs duties or other charges are levied in connection with the delivery, these shall be borne by the supplier, insofar as this is permitted by law. Subsequent price increases are not permitted.
- 10.2 Payments shall be made no later than 60 days net after (i) receipt of the delivery or service, or (ii) receipt of the proper invoice if Securikett only receives an invoice after receipt of the delivery or service, or (iii) acceptance of the service, whichever is later.

- 10.3 Payments shall be made by Securikett in euros (EUR) by transfer to the supplier's account. Payments shall be deemed to have been made on time if they are ordered by Securikett within the agreed payment period.
- 10.4 The invoice must be proper and verifiable and contain all necessary information, in particular the order number, delivery date, item numbers and quantities.
- 10.5 Securikett reserves the right to withhold or offset payments in the event of defective or incorrect delivery or asserted warranty claims or other claims.

11. Final provisions

- 11.1 The supplier is not entitled to offset, assign, pledge or assert a right of retention against claims or demands against Securikett. Securikett is entitled to offset any claims against the contractual partner.
- 11.2 The supplier undertakes not to enter into any direct or indirect business relationships with Securikett's customers if these business relationships relate to the same subject matter as Securikett's business relationships with the customer or orders placed with the supplier. Products that have been manufactured specifically to Securikett's specifications and are not generally available but are intended for a specific purpose may only be used for Securikett and may not be used or distributed for any other purpose.
- 11.3 Should any provision of these GTCP, for whatever reason, be or become void, ineffective and/or unenforceable, this shall not affect the validity and/or legal effectiveness of the remaining provisions. The void, ineffective and/or unenforceable provision shall be replaced by another valid and/or enforceable provision whose economic purpose and economic result comes as close as possible to the invalid provision.
- 11.4 Austrian substantive law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) or any conflict of law rules.
- 11.5 The place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the competent court in Innere Stadt Vienna, Austria.
- 11.6 Amendments and additions to these GTCP must be made in writing. This also applies to any waiver of the written form requirement itself.
- 11.7 Should any provision of these GTCP be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with one that comes as close as possible to the economic purpose.