

Kreisel Electric GmbH - General Terms and Conditions Sale of Products

1. DEFINITIONS & INTERPRETATIONS

- 1.1 In these Terms the following words shall have the following meanings:
- 1.1.1 "Company" means the limited liability company Kreisel Electric GmbH, registered in the Austrian Companies Register under register number FN 585301m, with its registered office at Kreiselstraße 1, 4261 Rainbach/Mühlkreis, Austria;
- 1.1.2 "Customer" means the person, firm or corporate entity who has acquired Products from the Company;
- 1.1.3 "Product" means any and all goods, machinery, tools, equipment, and/or services supplied by the Company to the Customer;
- 1.1.4 "Quotation" means the specification sheet in which the Product is specified; and
- 1.1.5 "Terms" means these general terms and conditions of sale and delivery;
- 1.2 words denoting one gender shall include each gender and all genders and references to a person include any individual, firm or corporate (or other) body.

2. VALIDITY OF THE TERMS

- 2.1 These Terms shall apply to and govern all current and future business relations between the Company or a present or future affiliate of the Company and a Customer. In particular, these Terms shall in all instances, regardless of whether in the actual individual case reference is explicitly made to these Terms, apply to all contracts and agreements with a Customer regarding the provision of Products. This shall apply regardless of any reference made by the Customer to its own terms & conditions of purchase or other terms and conditions, including, without limitation, if the Company has not explicitly or otherwise objected to the inclusion thereof. Furthermore, this shall also apply in cases where the Company, in full awareness that the Customer's terms & conditions contradict or differ from its own, provides the Products without reservation.
- 2.2 Any provisions deviating from or supplementing these Terms - in particular general terms and conditions of business or purchase of the Customer - shall only become part of the contractual relationship between the Company and the Customer if such provisions have been expressly accepted in writing by the Company.

3. BASIS OF SALE – CONCLUSION OF CONTRACT

- 3.1 Any Quotation made by the Company to the Customer is non-binding and subject to amendment unless explicitly stated otherwise in the Quotation.
- 3.2 Any order placed by the Customer to the Company shall be accepted only at the discretion of the Company and the Customer shall accept these Terms at the latest when submitting its order to the Company. Orders placed by the Customer which do not indicate an acceptance deadline shall be binding upon the Customer for at least thirty (30) days.
- 3.3 A contract between the Company and a Customer only comes into force upon written confirmation of the Customer's order by the Company. Should the terms of the Quotation deviate from the terms of the confirmation of the respective order by the Company, the terms of the order confirmation shall prevail over the terms of the Quotation and such deviations shall be deemed approved unless the Customer explicitly objects to the deviations within a deadline of ten (10) days after receipt of the order confirmation.
- 3.4 Any Quotation and the content thereof (e.g. technical and design drawings, descriptions of processes, templates and software) provided to the Customer shall
- 3.4.1 remain the intellectual property of the Company and the Customer shall not acquire any rights or other entitlements with respect to such intellectual property unless otherwise agreed in writing;
- 3.4.2 be made available to the Customer only for the purpose of assessing the Quotation; and
- 3.4.3 be returned to the Company if the Customer does not place

an order based on the Quotation.

- 3.5 If the Company provides the Customer with a Quotation but no order is placed, the Company reserves the right to charge the costs associated with preparing the Quotation to the Customer.
- 3.6 The Customer shall at its own expense make available to the Company all necessary data or other information necessary to enable the Company to provide the Product in accordance with the contract between the Company and the Customer. The Customer shall ensure the accuracy of all such information provided. If the provided information by the Customer is incorrect, Company shall not be liable for any damages resulting thereof.
- 3.7 The Company's employees or agents are not authorised to make any representation with regard to the Product or any other matter of the contractual relationship with the Customer. By concluding the contract with the Company the Customer acknowledges that if it relies on any representation, advice or recommendation given by the Company, its employees or agents to the Customer, its employees or agents as to the use of the Product it does so entirely at the Customer's own risk and the Company shall not be liable for any of such representations.
- 3.8 At any time, the Company is entitled to shift the production site for the products to a different location, which may be operated by another Company group company.

4. OPERATING INSTRUCTIONS

- 4.1 The Product shall be used only for its designated function within the limits of design and all information as detailed in the operating instructions supplied together with the Product.
- 4.2 The Customer agrees that it will not without the written consent of the Company:
- 4.2.1 effect any modification, make any alterations or additions or fit any equipment or other accessories to the Product;
- 4.2.2 remove or interfere with any identification marks fixed to the Product nor attempt or purport to do so nor permit the same;
- 4.2.3 deface the paintwork or exterior of the Product nor add or erect any painting, sign writing, lettering or advertising to or on the Product.

5. SPECIFICATION

- 5.1 The Products to be supplied shall in all instances be defined in the Quotation as confirmed by the Company in the order confirmation.
- 5.2 The eventual quantity, quality, description of and any specification for the Product shall be as expressly set out in the order confirmation by the Company. In the absence of explicit written agreement, intellectual property rights shall not be deemed to be part of the contractual items and no rights or entitlements that have not been explicitly set forth in writing shall be transferred to the Customer.
- 5.3 As work to improve the quality and performance of the Product and the economics of manufacture is continuously in progress, the Company reserves the right to alter the Product without notice. This alteration does not create any right for the Customer to claim damages or replacement based on non-conformity of the Product already ordered by or delivered to the Customer.

6. PRICE AND PAYMENT

- 6.1 The price for the Product shall be the Company's price as set out in the Quotation. All prices quoted are valid for fourteen (14) days from the date of the Quotation only or until earlier acceptance by the Customer. After lapse of this fourteen (14) days period they may be altered by the Company and the Company shall give written notice to the Customer of such alteration.
- 6.2 The Company reserves the right to increase the price set out in the Quotation at any time prior to the delivery of the Product to reflect any increase in cost to the Company due to circumstances which are beyond the control of the Company (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties,

significant increase in the cost of labour, cost of freight, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Product requested by the Customer or any failure of the Customer to give the Company adequate information or instructions in relation to the provision of the Product).

- 6.3 Unless otherwise agreed in writing, all prices are given by the Company on an 'Free Carrier' basis as per INCOTERMS 2020 and shall in particular not include costs for transport, assembly or installation of the Product.
- 6.4 All prices are quoted in EURO and are exclusive of any applicable statutory Value Added Tax and any other tax or stamp duty which the Customer shall pay to the Company in addition at the applicable rate from time to time.
- 6.5 The Company shall use its reasonable endeavors to comply with any specific invoicing requirements of a Customer, but failure to comply shall not invalidate the invoice rendered. Any such requests must be communicated to the Company by the Customer prior to the order confirmation by the Company.
- 6.6 The Company's invoices are due and payable in full (free of charges and deductions) within ten (10) days of the date of the Company's invoice and the Company shall be entitled to receive payment regardless of whether delivery has taken place and regardless of whether ownership in the Product has passed to the Customer.
- 6.7 In the case of partial deliveries, partial invoices may be submitted by the Company.
- 6.8 In the case of partial payments, a default occurs if only one partial payment is made not in time or not in full. With the occurrence of the default, the entire remaining amount still outstanding becomes due and payable in full immediately. In the event of a default, the Company shall be entitled to take the Products delivered under retention of title into custody without withdrawing from the respective contract until the entire claim of the Company, including incidental costs, is fully satisfied.
- 6.9 The Customer shall not be entitled to withhold amounts owed to the Company or offset against the Company, unless the Customer's claims are final and binding on the Company or have been explicitly acknowledged in writing by the Company.
- 6.10 The Company shall be entitled to withhold amounts owed to the Customer by the Company or its affiliates or offset against the Customer.
- 6.11 All payments due under a contract between the Company and a Customer shall be made by wire transfer to the bank account stated on the Company's relevant invoice.
- 6.12 If the Customer fails to make any payment within fourteen (14) days after the payment is overdue, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - 6.12.1 terminate the contract with the Customer and suspend any further deliveries to the Customer;
 - 6.12.2 claim default interest in the amount of 9.2 percentage points above the base rate and compensation for reasonable debt recovery costs.

7. DELIVERY

- 7.1 Delivery of the Product – within Company's business hours - shall be made by the Company 'Free Carrier' as per INCOTERMS 2020 and place of performance of the contract between the Company and the Customer shall be the Company's premises. The Customer is obliged to inform the Company in writing of the recipient of the delivery (name and address) - if different from the Customer - and the transporter/carrier no later than two (2) days before the agreed delivery date.
- 7.2 With the delivery of the Product 'Free Carrier' the delivered Products shall be deemed accepted by the Customer. If the Product is not collected within two (2) weeks of the agreed delivery date, the Company reserves the right to transfer the Product(s) to an external warehouse. In such a case, the new (delivery) address will be communicated to the Customer in writing and the Customer must pay all additional expenses incurred (e.g. for transport, storage costs, insurance, etc.). The Product remains the property of the Company until

delivery and full payment.

- 7.3 If installation services have been agreed, such services shall be deemed accepted at the earliest of the following points in time: (i) if acceptance is confirmed by the Customer; (ii) if the installed Product has been put into operation at the Customer or (iii) at the latest two (2) weeks after installation has taken place.
- 7.4 Other services shall be deemed to have been accepted at the time of performance.
- 7.5 The delivery period shall start at the earliest when the Company sends its order confirmation. If the Company has not received all necessary documents and information to allow fulfillment of the contract, or if the Customer has not completely fulfilled its duty to cooperate, the delivery period shall be suspended.
- 7.6 The Company will use reasonable endeavors to have each item of Product available for delivery on the date requested by the Customer. Unless explicitly agreed in writing as binding, delivery periods and dates for the Products shall not be binding.
- 7.7 A contract between the Company and a Customer shall only be deemed a fixed-date transaction (Section 919 Austrian Civil Code) if that has been explicitly agreed in writing.
- 7.8 If delivery is delayed due to events beyond the Company's control, including but not limited to force majeure, official actions, seizure, natural disasters, civil unrest or war, transport disruptions, interruption of operations, labor disputes, or if a vendor fails to deliver to the Company or delivers in violation of contract, the delivery deadline shall be extended accordingly (or the delivery date shall be moved), including an appropriate restart period. If, due to such events, a delivery is delayed by more than the length of the original delivery period (or the period between the order confirmation and the delivery deadline), either Party is entitled to withdraw from the part of the shipment affected by such delay, provided it sends an explicit written notification within a fourteen (14) day period that follows the end of the aforementioned extension period.
- 7.9 The Company is entitled to make partial deliveries. Refusal to accept the Products shall not release the Customer from its payment obligation.
- 7.10 Where the Product is to be delivered in parts, and the Company fails to deliver any parts, the Customer shall not be entitled to suspend his obligations under the contract with the Company, unless suspension is deemed reasonable, bearing in mind the nature of the Product (for instance when the Product loses its functionality in case a part has not yet been delivered).
- 7.11 If the Customer fails to collect the Product, then without prejudice to any other right or remedy available to the Company, the Company may:
 - 7.11.1 store the Product until actual collection by the Customer and charge the Customer for reasonable costs (including insurance) for storage; or
 - 7.11.2 sell the Product at the best price readily obtainable and after deducting all reasonable storage and selling expenses charge the Customer for any shortfall below the price agreed with such Customer.
- 7.12 If the Customer is entitled to withdraw due to delay on the part of the Company, in the case of partial deliveries the right to withdraw shall only apply to the delayed part of the delivery. The Customer can only invoke a right to withdraw if it has first set the Company an appropriate grace period for delivery of at least twenty-one (21) days by sending a written notification.
- 7.13 The Company is entitled to refrain from making a delivery or rendering performance if it is prohibited under national or international law (e.g., embargo, US (re)-export control regulations or other sanctions). If permit requirements apply, the Company is entitled to refrain from making the delivery or rendering performance until the relevant authority has issued the necessary permit.
- 7.14 All containers and other articles enclosing or supporting the Product (postal packaging always excepted) shall remain the Company's property and shall be returned to the Company, at the risk and expense of the Customer, in their original state

and condition within such time as the Company may consider reasonable, failing which the Customer shall be liable to the Company for their re-instatement value. The Company may at its option pre-charge the Customer the whole or part of the value of such articles and refund such sum or any appropriate part thereof on their return as aforesaid.

8. RISK AND PROPERTY

- 8.1 Notwithstanding delivery and the passing of risk in relation to the Product, or any other provision of these Terms, the ownership in the Product shall be retained by the Company until the Company has received payment in full for the price of the Product.
- 8.2 The retention of title extends to the full value of any outcomes resulting from any processing, mixing or combining of the Company's Product, and the Company shall be deemed the producer. If, in the event of processing, mixing or combining with goods of a third party, the Company continues to retain its ownership, the Company shall acquire co-ownership based on the respective ratios of the invoice values of the processed, mixed or combined goods. Aside from that, the resulting outcomes are subject to the same conditions as the Product supplied under retention of title.
- 8.3 Until the time the ownership in the Product passes to the Customer:
 - 8.3.1 the Customer shall hold the Product as the Company's fiduciary agent and bailee and shall keep the Product separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. The Customer shall ensure that the Product is covered under the Customer's insurance policy and should any insurance claim regarding the Product be made, the Company shall be immediately notified and the Customer shall not settle any such claim without the written approval of the Company. The Customer shall appoint the Company as its agent and authorize the insurance company to pay any settlement of claims regarding the Product directly to the Company;
 - 8.3.2 the Customer shall be entitled to resell or use the Product. The claims against third parties which arise from the resale of the Product are now hereby fully assigned to the Company by the Customer as security. The Company hereby accepts that assignment. The Customer's obligations set forth in clause 8.3.4 shall also apply to the assigned claims.
 - 8.3.3 the Company shall be entitled at any time to require the Customer to return the Product to the Company and, if the Customer fails to do so, to enter any premises of the Customer or any third party where the Product is stored and to repossess the Product; and
 - 8.3.4 the Customer shall not pledge or in any other way charge by way of security for any indebtedness any Product delivered under retention of title. The Customer shall immediately notify the Company in writing if and insofar as a third party seeks to take possession of a Product delivered under retention of title.
- 8.4 In case the Company is entitled to withdraw from the contract under clause 16.2.2 of these Terms it shall be entitled to demand that the Product be returned based on retention of title and withdrawal.

9. WARRANTY AND TITLE

- 9.1 The Company warrants that except in relation to intellectual property rights of third parties it has good title to the Product and, subject to these Terms and conditions, will transfer such title to the Customer.
- 9.2 The Company warrants that (subject to the conditions set out below) the Product will meet the technical specifications as set out in the Quotation. If performance is rendered/completed based on the Customer's specifications and requirements, the Company only provides warranty that performance was rendered in accordance with the Customer's requirements and does not provide warranty for the appropriateness of the resulting structure, composition, design etc.
- 9.3 Specific characteristics, features and usage options of the

contractual items shall only be deemed to have been promised if explicitly agreed in writing. In particular, the Company does not provide warranty of suitability or possible uses which have not been explicitly promised in writing; and it is hereby explicitly stated that there is no implicit or explicit warranty of the suitability of the contractual items for a particular purpose, nor any warranty regarding the system in which the contractual items are installed. Furthermore, the Company provides no warranty with respect to defects which are caused by the materials supplied by the Customer in order to manufacture the contractual items or by the instructions issued by it, nor for functional defects resulting from unanticipated environmental conditions, design defects or other design-related problems.

- 9.4 Under no circumstances shall the Company be held liable for (i) changes to the Product which were carried out by the Customer or a third party, (ii) changes which the Company has carried out based on a request from the Customer, (iii) use of or connection of the contractual items or the combination of the contractual items with other Products by the Customer or a third party or (iv) contractual items which were manufactured by the Customer or a third party in accordance with the specifications.
- 9.5 Declarations and promises by the Company, in particular assurances of quality, shall not be deemed guarantees in the legal sense unless explicitly agreed otherwise in writing.
- 9.6 In respect of parts and materials not manufactured by the Company, the Customer shall only be entitled to the benefit of any warranty or guarantee which is given by the manufacturer to the Company.
- 9.7 The warranty period is 2 (two) years from the date of delivery in accordance with clause 7 of these Terms.
- 9.8 Notwithstanding anything in these Terms, all warranties or representations (statutory or otherwise) by the Company are excluded to the fullest extent permitted by law.
- 9.9 In case of a breach of warranty, the Company is entitled, at its own discretion, to first rectify or exchange the Product within an appropriate period. Replaced items shall become the property of the Company and shall be returned to it. If the Company does not rectify or exchange the Product within an appropriate period, or if it refuses to do so, or if rectification or exchange are not feasible, the Customer is entitled, at its own discretion, to demand a price reduction or, insofar as the defect is not merely a minor defect, to demand termination of the contract. In the case of contracts where partial delivery is permitted, the right to terminate is limited to partial deliveries which have not been properly fulfilled. If the Customer sells, modifies or adapts the goods in full awareness that they are defective, it shall forego its right to termination. No further warranty shall apply.
- 9.10 The Customer's right of recourse against the Company, insofar as the Customer itself had to provide warranty (Section 933b Austrian Civil Code), shall not apply.
- 9.11 If warranty claims are asserted, it is the Customer's responsibility to demonstrate that the defect was present on the date of handover. Section 924 Austrian Civil Code shall not apply.
- 10. REPORTING OF DEFECTS**
- 10.1 Obvious defects in the Product shall be reported in writing to the Company within three (3) days after delivery.
- 10.2 Hidden defects in the Product shall be reported to the Company within three (3) days of discovery of such defects (or from the time such hidden defects should have been discovered).
- 10.3 In the case of partial and successive deliveries, a separate defects report shall be sent separately for each individual delivery. In all instances the defects report shall be deemed late if it is no longer feasible for the Company to perform a follow-up check of the Product for which defects have been reported. Once the defect has been determined, the Company's explicit written permission is required for any sale, processing or further processing of the goods in question, otherwise claims shall be forfeited.
- 10.4 The Customer shall ensure that the Company actually receives the defects report and shall bear the burden of proof for ensuring that. Merely sending back the Product shall not

be deemed reporting of defects.

10.5 The Company shall not be liable for any defect of the Product and no claims relating to other forms of compensation, termination of contract can be asserted if a defect report is not sent to the Company in a timely manner. The Customer shall in that case be obligated to pay the price as specified in the contract.

10.6 If a defect report is sent, the Customer shall, at its own discretion, either return the parts in question to the Company at its own cost and risk or arrange for the Company to perform an on-site assessment. Performing an assessment of the goods or accepting the returned goods without reservation does not imply that the Company has waived its right to object in the event that a defect report is sent late or not sent at all. When a reported defect undergoes assessment and rectification, the Customer shall provide reasonable assistance and in particular information. If, following assessment, the Company does not acknowledge the reported defects, the Customer shall reimburse the Company for all costs (including travel time) associated with the assessment.

11. LIABILITY

11.1 The Company shall only be held liable in cases of willful intent or gross negligence. The Customer shall bear the burden of proof for demonstrating willful intent or gross negligence.

11.2 The Company shall not be liable to the Customer for any indirect, incidental damages, consequential loss or damage (whether for loss of profit, goodwill or turnover or otherwise), costs, recall costs, expenses, assembly-line stoppage costs, downtime, defect assessment (including additional test runs, material costs, and costs of additional incoming goods checks), additional handling expenses (including shipping costs and travel costs), revenue, anticipated savings or other claims for compensation whatsoever (whether caused by gross negligence of the Company, its employees, agents or otherwise) which arise out of or in connection with the supply of the Product or their use by the Customer.

11.3 The aforementioned limits on liability apply to all of the Customer claims under contract law and tort law, and also in particular to any infringements under intellectual property law and/or product liability claims. However, the aforementioned limits do not apply insofar as mandatory liability applies (i) under the Austrian Product Liability Act (*Produkthaftungsgesetz*), (ii) due to willful intent or gross negligence or (iii) due to loss of life, personal injury or damage to health.

11.4 All damage claims shall become statute-barred 2 (two) years after knowledge of the damage and the damaging party. All other claims, regardless of the legal grounds, shall become statute-barred 2 (two) years after delivery.

11.5 The total liability of the Company under or in connection with the contract shall in any case not exceed the total price payable by the Customer under the contract or one hundred and thousand Euro (EUR 100,000.00) (whichever is the lower amount) save as otherwise expressly provided in these Terms.

11.6 If the Product needs to be disposed, the Customer shall ensure that the Product is disposed safely and according to all relevant laws. The Product shall be disposed at the Customer's expense and the Customer shall indemnify the Company from and against any claims, damages or expenses arising from the Customer's failure to dispose of the Product pursuant to this clause 11.6.

12. INTELLECTUAL PROPERTY AND INDEMNITY

12.1 The Company shall have no liability to the Customer (save as set out below) in the event that the Product infringes any intellectual property rights of a third party (including without limitation by reason of its possession, sale or use, whether alone or in association or in combination with any other Product). The Company gives no warranty that the Product will not infringe as aforesaid and all conditions, warranties or stipulations whatsoever relating to such infringement or alleged infringement, whether express or implied by statute or otherwise, are hereby excluded. The Company shall particularly have no liability to the Customer if a third party

claim arises from the use of any drawing, design or specification supplied by the Customer.

12.2 If any claim is made against the Customer that the Product infringes or its use or resale or other exploitation infringes the patent, utility patent, copyright, design, (registered or unregistered) trade mark or other industrial or intellectual property rights of any other person, while the Company is aware of such rights and the infringement thereof by its Product, then unless the claim arises from the use of any drawing, design or specification supplied by the Customer, the Company shall indemnify the Customer against losses, damages, costs and expenses awarded against or incurred by the Customer not exceeding one hundred thousand Euro (EUR 100.000) in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:

12.2.1 the Customer notifies the Company as soon as reasonably possible in writing of any action actual or threatened against it;

12.2.2 the Company is given full control of any proceedings or negotiations in connection with any such claim;

12.2.3 the Customer gives the Company all reasonable assistance for the purposes of any such proceedings or negotiations and makes no admission of liability;

12.2.4 except pursuant to a final award, the Customer does not pay or accept any such claim, or compromise any such proceedings and makes no admission of liability without the consent of the Company (which shall not be unreasonably withheld);

12.2.5 the Customer does nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavors to do);

12.2.6 the Company shall be entitled to the benefit of, and the Customer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Customer which are payable to, or agreed with the consent of, the Customer (which consent shall not be unreasonably withheld) by any other party in respect of any such claim; and

12.2.7 without prejudice to any duty of the Customer at applicable law, the Customer shall take any steps reasonably required to mitigate or reduce any loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under this Clause.

12.3 The foregoing liability of the Company shall not apply to any infringement caused by the use of the Product in a manner or for a purpose which has been prohibited by the Company, or which is not covered by the contract or its purpose, nor to any infringement which is due to the use of the Product in association or in combination with any other product.

12.4 The Customer warrants that any drawing, design, instruction or specification given to the Company by or on its behalf, or any Product produced on their basis, shall not infringe any industrial or intellectual property rights of any third party.

12.5 If any claim is made against the Company based upon the fact that the Product or its use or resale or other exploitation infringes the patent, utility patent, copyright, design, (registered or unregistered) trade mark or other industrial or intellectual property rights of any other person, while the Products have been produced by the Company in accordance with instructions, drawings, design or specification supplied by the Customer, the Customer shall indemnify the Company against all losses, damages, costs and expenses awarded against or incurred by the Company.

13. DATA PROTECTION

13.1 If the Customer processes personal data for and on behalf of the Company in connection with the provision of Products, it shall comply with relevant legislation, in particular Austria's Data Protection Act (*Datenschutzgesetz*) (as amended) and the EU General Data Protection Regulation.

14. CONFIDENTIALITY

- 14.1 The Customer shall keep confidential and shall not without the Company's prior consent in writing disclose to any third party any confidential information (in particular trade and business secrets, technical or commercial information) made available to the Customer as a result of its business relationship or contact with the Company, including any such information made available to the Customer in or in relation with a Quotation.
- 14.2 Furthermore, the Customer shall use any such confidential information only on a "need to know" basis and only within the framework of the individual contract concluded with the Company.
- 14.3 All patents, utility patents, copyrights, designs, (registered or unregistered) trade marks or other industrial or intellectual property rights created by or used by the Company in relation to the offer of or provision of Products shall remain vested and belong absolutely to the Company. Any drawings, designs and/or proposals submitted by the Company to the Customer in a Quotation or otherwise for approval shall remain the exclusive property of the Company and shall be treated by the Customer as strictly confidential and shall not be disclosed to third parties without the Company's prior written consent.
- 14.4 The provisions of this clause 14 shall survive termination or other cessation of the contract between the Customer and the Company and shall continue to apply without limitation for as long as permitted under the relevant jurisdiction, but in any way for at least 5 years after the receipt of the order confirmation by the Company.
- 15. EXPORT**
- 15.1 Where the Product is supplied for export from Austria, the provisions of this clause shall (subject to any special terms agreed in writing between the Customer and the Company) apply notwithstanding any other provisions of these Terms.
- 15.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Product into the country of destination and for the payment of any fees or other duties on them.
- 16. CANCELLATION AND TERMINATION**
- 16.1 The Customer may only terminate the contract prematurely if there are important grounds and after having sent a written notification granting a reasonable grace period of a minimum of fourteen (14) days to the Company in order to allow the Company to remedy any deficiencies.
- 16.2 In any event, at any given moment, the Company is entitled to terminate the contract by written notice, provided it sets an appropriate grace period of a maximum of fourteen days (14), if any of the following events occur:
- 16.2.1 the Customer fails to pay any sum payable under the contract within fourteen (14) days of such sum becoming due and payable (whether demanded or not); or
- 16.2.2 the Customer fails to pay any sum payable under any other agreement between the Company, any affiliate of the Company, or any affiliate and the Customer within fourteen (14) days of such sum becoming due and payable (whether demanded or not); or
- 16.2.3 the Customer commits a breach of the key terms and conditions (whether expressed or implied) of a contract or of these Terms; or
- 16.2.4 the Customer performs any act which in the opinion of the Company may jeopardise the Company's rights in the Product or any part thereof; or
- 16.2.5 if any distress execution or other legal process shall be levied on or against the Product or against any premises where the same may be or against any of the Customer's products or other property or the Customer permits any judgement against it to remain unsatisfied for seven (7) days; or
- 16.2.6 if the Customer is placed into liquidation or administration and/or calls any meeting of its creditors or an insolvency, bankruptcy or other settlement proceeding is opened or threatened to be open or not opened due to insufficient assets, or an insolvency or other administrator is appointed or a petition to appoint an insolvency or other administrator is filed with the competent authority or;
- 16.2.7 any event occurs or proceeding is initiated with respect to the Customer in any jurisdiction to which it is subject to that has an equivalent effect or is similar to any of the events mentioned in clauses 16.2.6.
- 16.3 The Customer shall upon any termination under this clause 16 pay to the Company:
- 16.3.1 all sums accrued due and unpaid at the date of termination;
- 16.3.2 the cost of all repairs required as at the date of termination (other than those for which the Company has assumed responsibility under these Terms); and
- 16.3.3 any other sums which are or become due to the Company or to which the Company is entitled by way of damages.
- 16.4 The termination of the contract shall not affect any rights of the Company or liabilities of the Customer subsisting at the date of termination. If the Product has been delivered in whole or in part but not paid for the price of the Product shall become immediately due and payable.
- 16.5 The Company is entitled to withdraw from the contract if the fulfillment thereof is prohibited under national or international law (e.g., US (re)-export control regulations or other sanctions). This also applies to legislation which does not enter into force until after the contract is signed.
- 17. RETURNED PRODUCT**
- 17.1 Products can only be returned by the Customer after prior written approval of the Company.
- 17.2 Returned Products must be of current manufacture and in the original packaging, unused, undamaged and in resaleable condition.
- 17.3 Returned Products must be securely packaged and returned to the Company without damage.
- 17.4 Any cost incurred by the Company to put the returned Product in a resaleable condition will be charged to the Customer.
- 17.5 A twenty five percent (25%) restocking fee will apply to all returned Product and the Customer's account will be credited for the cost of the Product, minus shipping charges and the restocking fee.
- 17.6 Any costs incurred due to the Customer's failure to follow the Company's instructions shall be borne by the Customer.
- 17.7 The Customer shall indemnify the Company against any and all claims, damages or expenses arising from the loss of the Product returned.
- 18. DISPOSAL**
- 18.1 In the event of a total loss or at the end of its service life, the battery is to be classified as hazardous waste and must be dismantled, recycled and disposed of by a qualified specialist company in accordance with the applicable country-specific guidelines.
- 18.2 For this reason, in the event of damage and/or disposal of the battery, the customer is obliged to return it to the company or to dispose of it with a qualified specialist company and to provide proof of this to the company. In the event of justified resale, this obligation to return or dispose of the goods must also be contractually transferred by the customer to third parties.
- 18.3 In the event of a violation, the buyer shall pay the company a contractual penalty of € 5,000. It is expressly agreed that damages in excess of the agreed contractual penalty may also be claimed.
- 18.4 The transport costs from the collection location of the battery to our business location in A-4261 Rainbach, Kreiselstraße 1 shall be borne by the customer.
- 19. GENERAL CONDITIONS**
- 19.1 Any notice required or permitted to be given by either party to the other under these Terms shall be given in writing and addressed to the other party at its registered office, principal place of business by or at such other address that may be notified to the other party from time to time.
- 19.2 Neither a failure nor a delay on the part of the Company in exercising any right shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right.

- 19.3 The Company is a member of a group of companies and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group.
- 19.4 The Company shall be entitled to subcontract the whole or any part of its obligations under the contract to any third party which it may in its absolute discretion determine but any subcontract shall not relieve the Company of its obligations hereunder.
- 19.5 If any provision of these Terms is invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected. In such cases, the relevant provision is replaced by one which in terms of the commercial results approximates to it as closely as possible and is not invalid or unenforceable. The same applies to any contractual gaps.
- 19.6 The contract between the Company and the Customer as well as these Terms and any further agreements or contracts resulting thereof shall be governed by and construed in accordance with Austrian law, with the exclusion of conflict of law provisions and Vienna Sales Convention (CISG). All disputes arising out of or in connection with this contract between the Company and the Customer or these Terms or further agreements or contracts resulting thereof, shall be exclusively submitted to the competent court in Linz, Austria. However, the Company is also entitled, at its sole discretion, to assert claims against the Customer before the court with subject-matter jurisdiction for the Customer's headquarters.