General Terms and Conditions for the Supply of Goods and Services by **Langzauner GmbH** (Registered with the Regional Court of Ried im Innkreis under FN 550006 h), Lambrechten 52, A-4772 Lambrechten (Last amended: 09/2022)

1. Validity

1.1. We solely enter into a contract on the basis of our General Terms and Conditions for the Supply of Goods and Services, our Supplementary Terms and Conditions for the Supply of Maintenance and Installation Services, and our Supplementary Terms and Conditions for the Use of Software ("General Terms and Conditions").

1.2. Our General Terms and Conditions as in force at the time of the conclusion of the contract apply in each case. They are available on our website: https://www.langzauner.at/en/langzauner/agb_ll_en.

1.3. For the purpose of our General Terms and Conditions, customers are solely deemed to be business owners within the meaning of Section 1 of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*).

1.4. The terms and conditions of the customer or changes and/or amendments to our General Terms and Conditions are only valid if we have given our express consent thereto in writing.

1.5. Furthermore, the terms and conditions of the customer are not recognised as valid even if they are not explicitly rejected by us after we have received them. Rather, the acceptance of the terms and conditions of the customer or parts thereof requires our express written consent.

2. Offers, conclusion of contract, language, scope of services, cost estimates

2.1. Our offers are generally subject to change and non-binding. This likewise applies if this is not separately noted in the offer. Contracts are only deemed to have been concluded by an act of performance by us (e.g. delivery, dispatch of the goods, commencement of maintenance or installation works) or by means of our written order confirmation.

2.2. Statements made by us, in particular informal statements by our employees, or agreements whose terms differ from these General Terms and Conditions are only binding on us if we confirm this in writing. We make no representations or warranties in the legal sense. In particular, the details contained in offers, contractual documents, prospectuses, price lists, etc. do not constitute warranted or guaranteed properties.

2.3. The negotiating language, contract language and the language to be used for implementation of the contract is exclusively the German language.

2.4. The scope of the goods/services to be provided by us is shown in our description of service in the contract documents, which sets out all essential functions, processes, as well as the extent and scope of our goods/services. By placing an order, the customer approves our description of service, whereby we exclusively reserve the right to select and specify – while respecting the state of the art – the details for implementing any functional description of service supplied by the customer, and thus we reserve the right to determine the exact content of the service. Any subsequent change made by the customer to the content of the service requires our written consent. Where the customer requests subsequent changes that exceed the content of the service on which our offer is based, we shall – after consultation with the customer – prepare a supplementary offer and send it to the customer for approval. As and when required, design meetings can be held at our premises during the 3D design phase, if applicable. At such meetings, the customer will be shown the latest progress with the design using CAD, and individual assemblies and processes will be discussed in detail. Only after inspection by and written approval from the customer will the assemblies be specified and handed over to the work preparation and production planning department. These processes must always be carried out in accordance with the project schedule.

2.5. The customer shall make express written reference to the information about our services contained in catalogues, price lists, prospectuses, advertisements on exhibition stands, circulars, advertising mailings, or in other media (Information Material) insofar as this information forms the basis of the

customer's decision to place an order. In such a case, we can comment on the accuracy of the information. If the customer violates this obligation, such information is considered subject to change and non-binding unless it is expressly declared in writing in our description of service that it forms part of the contract.

2.6. Cost estimates are prepared by us to the best of professional knowledge, but no guarantee of accuracy can be provided. We shall immediately inform the customer if, following conclusion of the contract, costs increase by more than 15 %. Where it concerns unavoidable cost overruns of less than 15 %, it is not necessary for us to provide separate notification and such costs may be invoiced without further ado. Unless agreed otherwise, cost estimates are provided against payment of a fee. If an order is placed with respect to all of the services covered by the cost estimate, the fee payable for the cost estimate will be credited to the invoice for the order placed.

2.7. Preliminary work requested by the customer, such as the creation of a schedule of services, project documents, plans, drawings and models, are likewise provided against payment of a fee unless otherwise agreed in writing.

2.8. Goods and services shall be supplied by us in accordance with the possibilities we have to supply such goods and services. In particular, the contract is concluded on condition that we will not perform or will only do so in part if we ourselves are not correctly or properly supplied. A declaration to that effect from our supplier is considered sufficient proof that we are, through no fault of our own, prevented from delivering goods/supplying a service. The customer shall be informed within an appropriate period in the event of the unavailability or only partial availability of the service. Where applicable, any consideration already paid shall be reimbursed.

3. Prices

3.1. Prices are generally not to be understood as fixed prices.

3.2. There is a right to adequate remuneration for goods/services ordered by the customer that exceed the content of the service on which our offer is based; unless otherwise agreed, the prices shown in our price list at the time at which the order is placed are deemed to have been agreed.

There is a right to adequate remuneration for services ordered by the customer that are not covered by the original order.

3.3. Prices are quoted in euros ("€") plus VAT at the statutory rate and EXW factory at Lambrechten, A-4772, in accordance with Incoterms 2020. The customer shall bear the packaging, transport, loading and shipping costs, as well as customs duty and insurance costs. If costs are incurred for necessary packaging or packaging that has been expressly requested (e.g. for special quantities/dimensions), special marking and division, labelling or positioning work, special authorisation from the roads authority for the transport of the freight and the like, such costs are likewise added to the price on the basis of the expenditure incurred by us plus an appropriate handling fee and they are not covered by the agreed prices unless otherwise agreed in writing.

3.4. We are entitled at our discretion, and we are under an obligation at the request of the customer, to adjust the contractually agreed fees if since the conclusion of the contract changes of at least 5 % have occurred with regard to a) labour costs by virtue of statute, ordinance, collective agreement or shop agreements, or b) other cost factors necessary for effecting performance, such as the cost of materials (e.g. due to changes in national and/or international prices for raw materials), changes to relevant exchange rates, taxes, customs duties, public charges, freight costs and other accompanying charges, etc. The adjustment is made to the extent the actual manufacturing costs at the time of performance have changed compared with those at the time of conclusion of the contract, unless we are in delay.

3.5. It is agreed that the remuneration for continuing obligations is index-linked to the Consumer Price Index 2015. The month in which the contract was concluded serves as the basis therefor.

3.6. Travelling, daily allowance and overnight accommodation expenses are charged separately. Travelling time counts as working time.

3.7. We are only required to take back packaging if this has been expressly agreed.

3.8. The customer shall arrange the proper and environmentally-sound disposal of waste materials. If we are commissioned separately to provide such a service, the customer shall further pay to the extent agreed herefor, in the absence of agreement thereon, an adequate remuneration.

3.9. In the case of repair orders, the services deemed expedient by us are provided and charged on a time and materials basis. This also applies to services the expediency of which only becomes apparent during execution of the order, in which case it is not necessary to give the customer special notification.

4. Data protection, cookies, and duty of confidentiality

4.1 Langzauner GmbH processes personal data in accordance with the legal provisions of Austrian and European data protection law. Detailed information on our data protection provisions can be found at https://www.langzauner.at/datenschutzerklaerung**.**

4.1.1 Personal data may also be processed within the framework of data exchange services - such as our own MFT server infrastructure (managed file transfer). If you transfer personal data to us as part of these services, this will be done as part of the performance of a contract or a pre-contractual measure pursuant to Art. 6 (1) lit. b of the General Data Protection Regulation. Should personal data of third parties be affected, you must ensure and be able to prove to us at any time that you were previously authorized to do so by the respective persons.

4.2. In connection with the supply of our goods/services, we make various confidential information ("Confidential Information") accessible or available to our customer, and our customer may otherwise become aware of Confidential Information. No later than upon receipt of such Confidential Information, including in particular the information and items referred to in section 14.1., as well as other drawings, quotations or other sketches, photographs, descriptions, calculations, formulas, test results, knowledge and know-how, concepts, data stored on electronic data carriers, sample parts, prototypes, items, etc., whether in oral, written, graphic, electronic or any other form, our customer acknowledges our rights thereto and its duty to maintain absolute secrecy with respect to such Confidential Information. Confidential Information also includes, in particular, information created in connection with the project and information resulting therefrom. This obligation shall also be imposed on any and all subsequent purchasers and legal successors. This applies in particular to products developed specifically for our customer and/or generally by us.

4.3. Our customer undertakes not to disclose or make Confidential Information available to third parties, whether in whole or in part, without our prior written consent and to take all necessary precautions to prevent unauthorised persons from gaining access to such information. In principle, our customer may use Confidential Information for the intended use of the corresponding product/work. However, our prior written approval must be sought and obtained and our instructions followed if the intended use of the product/work in question could lead to Confidential Information being made public. Any resulting information must be kept absolutely secret by our customer until such time as it receives further instructions from us.

In any event, any use outside of the scope of the contract or after its termination is prohibited, both for our customer's own purposes and for the purposes of a third party, regardless of whether use is made of such information in its original form or in a modified or processed form.

4.4. This obligation continues to apply even after the date of termination of the present contract or business relationship.

4.5. In the case of orders that have not been placed, all Confidential Information shall be returned to us automatically within three working days, and in the case of orders placed, such information shall be returned to us at any time upon request. All copies must be destroyed.

In particular, the contractual partner shall also return all Confidential information and permanently delete or render unusable any copies, including electronic copies, from the time at which it ceases making use of the product/work and/or software. A right of retention for the customer, on any grounds whatsoever, is expressly excluded.

4.6. The duty of confidentiality to which the customer is subject also encompasses and extends to all employees or commissioned third parties acting on the customer's behalf, regardless of the nature and legal form of the relationship. The customer undertakes to impose appropriate duties of confidentiality on this group of persons and to regularly draw attention thereto. The identities of the persons belonging to this group shall be disclosed to us upon our request, and the customer shall furnish proof of the imposition of the duty of confidentiality.

4.7. We will use the information provided to us by our customer that is marked as "confidential" or "secret" solely for the purpose of supplying the goods/services and we will return this information upon request. Our rights under section 14.4. remain unaffected unless we use information marked as "confidential" or "secret" directly or in unaltered form.

5. Payment

5.1. 30 % of the gross contract value falls due for payment upon receipt of the customer's binding written order. A further 30 % of the gross contract value is due and payable upon notification that we have finished assembling the goods/services in our factory. A further 30 % of the gross contract value is due after preliminary acceptance of the goods/services in our factory. The remaining 10 % becomes due after final acceptance but no later than one month after the supply of the goods/services or notification of readiness for the supply of the goods/services.

5.2. All payments shall be made by bank transfer within eight days of the invoice date without any deductions and free of charges to our paying agent. The customer is in default of payment if payment has not been made upon expiry of this period. No entitlement to a cash discount deduction exists unless there is an express written agreement to that effect.

5.3. We are not bound by any payment dedications that are made by the customer (e.g. on the remittance slip). We are entitled to use payments, irrespective of any dedication made, to settle the oldest outstanding invoice items plus any default interest accrued thereon and costs, in the following order: costs, interest, principal claim.

5.4. If i) the customer defaults on an agreed payment or fails to effect another performance in connection with this or another existing legal relationship with us or ii) there is a material deterioration in the financial circumstances of the customer following conclusion of the contract or iii) we become aware of circumstances which are likely to diminish the creditworthiness of the customer, we are – without prejudice to our other rights – entitled to a) postpone performance of our own obligations until such time as performance is effected by the customer and extend the performance period accordingly, b) accelerate payment of all outstanding receivables from this and other transactions and c) only perform this and other transactions and/or outstanding performances against advance payment.

5.5. In case of payment default, the customer shall reimburse to us the costs incurred for issuing reminders and collecting payment insofar as such is necessary for taking appropriate legal action. This includes in any case the cost of two reminder letters at the present standard market rate of at least EUR 40.00 per reminder as well as a reminder letter sent by the attorney in charge of collection. The assertion of other rights and claims remains unaffected.

5.6. The customer is authorised to set off claims only if and to the extent that counterclaims have been established as binding by a court of law (*res judicata*) or have been recognised by us. The customer is not entitled to withhold payments. In particular, the customer is not entitled to withhold payments due to warranty claims or other counterclaims.

5.7. In the case of payment default by the customer, we are entitled to charge statutory default interest at the rate applicable to corporate transactions.

6. Withdrawal from the contract

6.1. Irrespective of our other rights, we are entitled to withdraw from the contract with the customer a) if its performance or the commencement, continuation or completion of the service is impossible for reasons attributable to the customer or if it becomes impossible or is further delayed despite the setting of an appropriate grace period, b) if there are reasons to doubt the customer's ability to meet its financial obligations and the customer, when requested to do so by us, neither makes an advance payment nor

provides suitable collateral prior to our performance, or c) if the extension of the performance period amounts in total to more than half of the originally agreed performance period owing to the circumstances specified in 9.2 below, but at least three months.

6.2. For the reasons stated above, our withdrawal may also be declared with respect to an outstanding part of the service.

6.3. If an application for insolvency proceedings is made against the assets of the customer or such proceedings are opened or an application for insolvency proceedings is dismissed due to a lack of sufficient assets, we are entitled to withdraw from the contract without setting a grace period. If this right of withdrawal is exercised, it will immediately become effective at the time the decision is taken not to continue the business of the customer. If the business is continued, withdrawal only becomes effective six months after the opening of insolvency proceedings. In the event of withdrawal, termination of the contract occurs with immediate effect provided the insolvency law to which the customer is subject does not preclude this or if termination of the contract is imperative for the purpose of avoiding serious economic disadvantages on our part.

6.4. Without prejudice to our other rights, we are in the case of withdrawal entitled to a) charge for any performance or partial performance already effected in accordance with the contract and to demand payment therefor (this also applies to any performance which has not yet been accepted by the customer, as well as to any preparatory acts performed by us), b) demand the return of any items already supplied or c) demand fixed compensation from the customer in the amount of 50 % of the order value plus VAT without having to furnish proof of actual damage sustained. The assertion of a claim for higher damages and/or a claim over and above the remaining damage and other claims is permitted. The customer's obligation to pay damages is independent of fault.

6.5. The assertion of claims by the customer for lesion beyond moiety (*laesio enormis*), mistake or on the grounds that the basis of the transaction has ceased to exist, is excluded.

7. The customer's cooperation obligation and the provision of equipment and materials

7.1. We shall effect performance as soon as possible after a) all commercial and technical details have been clarified, b) the customer has satisfied all commercial, structural, technical and legal requirements for performance, in particular those outlined in the contract or in the information provided to the customer prior to conclusion of the contract or of which the customer should have knowledge on the basis of his education, relevant technical expertise or experience, c) we have received the agreed advance payments or security deposits, and d) the customer meets his contractual obligations with regard to advance performance and cooperation, in particular those specified below.

7.2. If the customer fails to meet this cooperation obligation, our performance is not defective – solely in terms of the incomplete service provided due to incorrect information from the customer.

7.3. The customer shall arrange at its expense all necessary third party approvals as well as notifications issued to and approvals granted by authorities. We only make reference thereto at the time the contract is concluded if the customer has dispensed with making such arrangements and/or if the customer does not possess such knowledge on the basis of his education, relevant technical expertise or experience.

7.4. The amount of energy and water required for performance of the service, including any trial operation, shall be provided by the customer at its expense.

7.5. The customer shall make lockable rooms available to us for the accommodation of our workers and for the storage of tools and materials that are not accessible to third parties, free of charge for the duration of the performance of the service.

7.6. The customer is liable for ensuring the satisfaction of the necessary structural, technical and legal requirements for the work to be carried out or for the object of purchase, as outlined in the contract or in the information provided to the customer prior to conclusion of the contract or of which the customer should have knowledge on the basis of relevant technical expertise or experience.

7.7. The customer is also liable for ensuring that the technical equipment belonging to the customer, such as machinery, supply lines, cabling and wiring, networks and the like, are in a perfect technical and operational condition and are compatible with the services we render.

7.8. We are – against payment of a separate fee – entitled, but under no obligation, to inspect these installations.

7.9. The customer may not assign claims and/or rights arising from the contractual relationship without our written consent.

7.10. If equipment or other materials are provided by the customer, we are entitled to charge an appropriate handling fee after consultation with the customer. Failing express agreement, this fee amounts to 5 % of the value of the equipment and/or materials provided.

7.11. Such equipment and other materials provided by the customer are not the subject of any warranty and/or liability on our part.

8. Performance

8.1. Objectively justified, minor changes to the performance of our service, which are acceptable to the customer, are deemed to have been approved in advance.

8.2. Where a modification or amendment is made to the order for any reason whatsoever after the order is placed, the performance periods/dates are extended and/or postponed by an appropriate period.

8.3. If the customer wishes performance to be effected within a shorter period of time following conclusion of the contract, this constitutes a contract amendment. Overtime may become necessary as a result and/or additional costs may be incurred by expediting the procurement of materials, and the fee payable is increased appropriately in such cases in proportion to the necessary additional work and expense.

8.4. Any objectively justified partial supply of goods or services (e.g. size of the installation, construction progress, and the like) is permitted and may be invoiced separately. Complaints made with regard to the partial supply of goods or services do not entitle the customer to refuse the remaining part of the goods or services to be supplied.

8.5. If delivery on call is agreed, the object of performance is deemed to have been called no later than six months after the order is placed.

8.6. We deliver EXW factory at Lambrechten, A-4772, in accordance with Incoterms 2020.

9. Periods and dates of performance

9.1. We specify estimated yet non-binding periods/dates of performance in the contract documents. After the expiry of the anticipated periods/dates of performance, we are in default with performance as soon as it can be demonstrated that we have received a written reminder from the customer, sent by registered mail, in which an appropriate grace period is set amounting at least to 14 days. Compliance with our performance obligation requires the clarification of all construction-related, legal, technical and commercial questions and issues, as well as the timely and proper performance of obligations by the customer. We reserve the right to object to non-performance, incomplete performance and/or improper performance of the contract.

9.2. In the event of unforeseeable circumstances or circumstances beyond the control of the parties, such as cases of force majeure preventing compliance with the intended periods/dates of performance, such periods/dates are in any case extended/postponed by the duration of these circumstances; this includes in particular diseases, epidemics, pandemics, armed conflicts, interventions and prohibitions by public authorities, transport and customs clearance delays, damage sustained in transit, energy and raw material shortages, employment disputes, and the loss of a major supplier which cannot easily be replaced. The aforementioned circumstances also entitle us to extend and/or postpone the periods/dates of performance if our suppliers are affected by such circumstances.

9.3. If commencement of the service to be provided or implementation thereof is delayed or interrupted by circumstances attributable to the customer, in particular due to a violation of the cooperation obligations specified in section 7., the periods of performance are extended accordingly and the completion dates are postponed accordingly.

9.4. Penalty provisions shall be agreed separately and only become applicable if confirmed by us in writing. Penalties are generally excluded except in those cases where a separate agreement is reached in this respect.

10. Risk assumption and shipment

10.1. The risk passes to the customer at the time at which the goods are handed over to the forwarding agent or the carrier, but no later than the time at which they leave our warehouse or if the customer is in default of acceptance.

10.2. In the case of shipments, we are entitled to charge packing and shipping costs and collect payment from the customer on a cash on delivery basis if the customer defaults on a payment due under the existing business relationship with us or if a credit limit agreed with us has been exceeded.

11. Default of acceptance

11.1. If the customer is in default of acceptance (refusal of acceptance, delay in advance services, no request within an appropriate period in the case of orders for goods to be delivered on call) for more than two weeks and the customer, despite the setting of an appropriate grace period, has not remedied the circumstances attributable to it which are delaying or impeding performance of the service, we may – while the agreement remains in effect – otherwise dispose of the equipment and materials set aside for performance of the service provided that in case of continuation of the performance of the services we procure such materials again within an appropriate period depending on the particular circumstances.

11.2. In case of default of acceptance by the customer, we are likewise entitled at our option – while insisting upon the performance of the contract – to ship the goods to the customer or to store the goods for the customer at its expense and risk. In the case of storage, we are entitled either to store the goods ourselves and charge a standard fee for storage or have the goods stored in the customer's name and for its account by third parties.

11.3. If however the customer is in default of acceptance, we also have the right to withdraw immediately from the contract after an appropriate grace period expires without result and to resell the equipment and materials set aside for performance of the service after successfully having withdrawn from the contract or otherwise dispose of them.

11.4. The assertion of our other rights and claims remains unaffected.

12. Reservation of title

12.1. The goods/services (products) supplied, installed or otherwise delivered by us remain our property until such time as payment is received in full. Furthermore, we retain title to the goods until all receivables due from the business relationship with the customer are settled in full. If the value of the goods to which title is reserved exceeds the receivables to be secured from the business relationship by more than 20 %, we shall release a corresponding portion of the security interest at the request of the customer.

12.2. The customer shall treat the goods with care for the duration of the period during which title is retained. Insofar as maintenance and/or inspection works are required, the customer shall have such works carried out on a regular basis at its own expense. The customer shall inform us immediately in writing of any seizure of the goods by third parties, in particular of any enforcement measures taken, as well as of any damage to or the destruction of the goods. In such cases, the customer shall also make the third party aware of our ownership rights. The customer shall notify us immediately of a change in ownership of the goods, as well as any change in its own address. The customer shall compensate us for all loss, damage and costs resulting from a violation of these obligations and from intervention measures that prove necessary to protect against seizure of the goods by third parties.

12.3. If the customer is a reseller, it is entitled to continue to resell the goods in the ordinary course of business. It assigns to us in advance all existing receivables equivalent to the invoice amount which are due to it from third parties as a result of the sale. The customer shall make a corresponding statement of assignment in its books or on its commercial invoices. We accept this assignment. Following assignment, the customer is empowered to collect the receivables so long as it meets all of its payment obligations toward us and/or until such time as this is revoked by us. We reserve the right to collect receivables ourselves as soon as the customer fails to meet its payment obligations properly and defaults on payment. Moreover, reselling is only permitted if we have been notified in advance in a timely manner and have been provided with the name and address of the buyer, and on condition that we have given our express written consent to the sale. In the event we have given consent, sentences 2 to 6 above in this section 12.3 will apply mutatis mutandis.

12.4. The customer gives his express agreement that we may – to the extent this is acceptable for the customer – enter the premises at which the goods subject to reservation of title are being held in order to assert our right thereto, in particular to assess our goods to which title is reserved and to label them as such, after giving reasonable advance notice.

12.5. The customer shall bear all necessary and reasonable costs for taking appropriate legal action.

12.6. In the event the customer acts contrary to the terms of the agreement, in particular in case of payment default, we are entitled to withdraw from the contract and/or demand return of the goods. In addition, we are entitled in the event of a violation of an obligation under clause 12.2 above to withdraw from the contract and/or demand return of the goods. Asserting our right to reservation of title only constitutes withdrawal from the contract if this is explicitly stated.

12.7. We may realise the best possible price for any reclaimed goods subject to reservation of title on the open market.

12.8. Until all of our receivables are paid in full, the goods subject to reservation of title may not be pledged, assigned by way of collateral or otherwise encumbered with third party rights.

12.9. The treatment and processing of the goods by the customer shall at all times be made in our name and on our behalf. If the goods are processed, we acquire co-ownership of the new item in relation to the value of the goods supplied by us. The same applies in those cases where the goods are processed or combined with other items which do not belong to us.

13. Third party rights

13.1. In respect of goods/services manufactured by us according to the customer's documentation (construction specifications, drawings, models or other specifications, etc.), the customer solely assumes liability for ensuring that third party rights are not infringed by such goods/services.

13.2. If third party rights are nevertheless asserted, we are entitled to halt production of the goods/services at the risk of the customer until such time as the issue surrounding third party rights is clarified, save where the claims are patently unjustified.

13.3. The customer shall upon first request hold us completely free and harmless with regard to any such infringement of third party rights. Likewise, we may seek compensation from the customer for the necessary and expedient costs incurred by us.

13.4. We are entitled to demand from the customer the payment of an appropriate advance on any procedural costs.

13.5. Unless otherwise agreed, we shall supply goods or services free and clear of third party intellectual property rights only in the country in which the place of delivery/performance is located. Insofar as a third party asserts justified claims against the customer on account of the infringement of intellectual property rights as a result of the supply of goods/services by us and used in accordance with the contract, we are liable vis-à-vis the customer within the period specified in section 15.1 as follows: a) we shall – at our option and expense – either obtain a right of use for the relevant goods/services, effect changes so that the intellectual property right is not infringed or provide a replacement. Where this is not possible for us on terms and conditions which are fair and reasonable, the customer may avail itself

of its statutory conversion or price reduction rights; b) our obligation to pay compensation is set out in section 16.; c) our aforementioned obligations only exist to the extent that the customer immediately informs us in writing of the claims asserted by third parties, does not concede the existence of an infringement and leaves to our discretion all defensive measures and settlement negotiations. If the customer ceases use of the goods/service on the grounds of mitigation or for other important reasons, it shall make the third party aware that its cessation of use does not constitute an acknowledgement of an infringement of intellectual property rights. Any claims the customer may have are excluded insofar as the customer is responsible for the infringement of intellectual property rights. Furthermore, any claims the customer may have are excluded insofar as the infringement of intellectual property rights is caused by customer requirements, an application not envisaged by us or as a result of the modification of the goods/service by the customer or because of any use in combination with products not supplied by us, in respect of which the customer shall hold us free and harmless in this regard. In the case of infringements of intellectual property rights, the provisions set forth in sections 5.6, 15.1 and the final sentence of 15.2 apply mutatis mutandis to the claims of the customer that are governed by 13.5 a).

14. Our intellectual property

14.1. All rights, in particular industrial property rights, copyrights, know-how and/or other intellectual property rights, to the products/works produced and/or supplied by us and their manufacturing processes, their application and/or the associated processes, as well as to components, software and/or corresponding source and object codes, as well as user documentation, plans, sketches, descriptions, drawings, manuals, assembly instructions, calculations, cost estimates, offer concepts and other technical documents, as well as samples, prototypes, catalogues, brochures, illustrations, offers and the like, as well as commercial, technical and/or procedural information, are and remain our exclusive property and we reserve all rights thereto. With the exception of the right to use the product/work in its specific composition and design as acquired from us in the manner intended for use, our customer is not granted any rights whatsoever, in particular no further rights of use or licensing rights.

Unless the product/work is intended for resale by our customer, our customer is exclusively entitled to these rights and they are not transferable and/or sublicensable.

14.2. If we provide our customer with manuals, end-user documentation or comparable instructions, they are made available solely as an aid to ensure the proper operation of the product/work. Our customer is not entitled to use these documents or software and/or their source or object code in any way that exceeds their use for the operation of the product/work; in particular, our customer is not entitled to exploit, reproduce, distribute, process or modify them or make them available, in any form and on any data carrier whatsoever, and regardless of whether they are known or not at the time of the conclusion of the contract. The only exceptions to this are any rights granted as prescribed by law within the context of the use of the software, in particular those rights provided for in Directive 2009/24/EC of 23 April 2009, Articles 5 and 6, subject to the conditions and requirements specified therein.

14.3. Should a product (work) be manufactured by us based on design information, drawings, models or other specifications provided by our customer and/or if for this reason we have an action brought against us by a third party alleging an infringement of patent, trademark or design protection rights or copyrights or other intellectual property rights, our customer shall expressly indemnify and hold us entirely free and harmless with respect thereto.

14.4. All rights to benefits, knowledge, developments, inventions, etc., arising within the context of or in connection with the services provided by us, irrespective of whether our customer was involved in the provision of services in any way, are our exclusive and unrestricted property. Any rights arising on the part of our customer are automatically transferred to us at the time at which the benefits, knowledge, developments, inventions, etc., arise or come into being, and we are also entitled to the exclusive rights of use (to the work). In particular, we also have the exclusive right to file applications for the registration of property rights. Our customer may not assert any rights whatsoever, in particular rights of prior use, with regard to applications for the registration of property rights.

14.5. Our customer is not entitled to remove or modify our trademarks, signs and/or other affixed notices.

14.6. If at the customer's request we approve the transmission or disclosure of our documents to the customer's buyers, our customer shall notify its buyers of our aforementioned rights and require them

to comply with and impose the above provisions on others. This concerns in particular the obligation to require any further buyer to comply with the above provisions. In the event of non-compliance, our customer is liable for the conduct of its customers to the same extent as it is for its own conduct.

15. Warranty (liability for defects)

15.1. The place of performance under the warranty is the original place where goods/services are supplied. The warranty period for our goods/services is one year from the transfer of risk.

15.2. Subject to compliance with the agreed payment terms in accordance with the following provisions, we are only under an obligation to remedy any defect that impairs functionality due to a fault in construction, material or workmanship if it can be shown to have already existed at the time of the transfer of risk. A defect regarding the material and/or workmanship is solely deemed to exist if and to the extent that the goods/services do not have the properties expressly agreed upon in the contract. All ancillary costs incurred in connection with rectifying the defect (such as, for instance, costs of transportation, disposal, travel and travel time) are for the customer's account.

15.3. The correction of a defect alleged by the customer does not constitute an acknowledgement of the existence of a defect.

15.4. The customer shall at all times be required to prove that the defect was already present at the time of transfer.

15.5. The warranty claims of the customer require the customer to have duly fulfilled its examination obligation and its duty to give notice of defects. Furthermore, the item in respect of which notice of defects is given must in any event be left in a completely unaltered state. If the item to which the objection relates has been altered, the assertion of any warranty claim by the customer is excluded unless it can be demonstrated that we acted with intent or as a result of gross negligence. The customer must immediately examine our goods/services for defects (even in the case of the partial supply of goods or services) and notify us of any defects found without undue delay, but within one week of receipt of the goods/services at the latest, otherwise the assertion of any warranty claims for defects and other liability claims is likewise excluded. Latent defects shall be notified to us without undue delay, but no later than one week following their discovery, otherwise the assertion of any warranty claims for defects and other liability claims is likewise excluded.

15.6. If the assertions made by the customer regarding alleged defects are unjustified, the customer shall compensate us for any expenses we incur in determining the absence of defects or correcting faults at our standard rates of remuneration.

15.7. We are entitled to carry out, or have carried out, any inspection we deem necessary, even if this renders the goods or workpieces unusable. In the event such an inspection shows that we are not responsible for having caused any faults, the customer shall bear the costs incurred for such an inspection for a reasonable fee.

15.8. We provide a warranty for defects in our goods/services initially at our option by means of improvement or replacement. If improvement and replacement are not possible or feasible, the customer may demand a reduction in the price or, provided it does not concern defects of a minor nature, cancellation of the contract, at its option. The necessary manpower, energy and rooms shall be provided by the customer free of charge upon our request and the customer shall cooperate as required under section 7.

15.9. We shall be allowed at least two attempts at improvement or replacement on the part of the customer.

15.10. The warranty period is not extended or interrupted by improvement and/or replacement. With regard to new parts used within the context of improvement and/or replacement, any independent warranty for defects irrespective of the legal grounds therefor is excluded.

15.11. If the goods/services are manufactured on the basis of the requirements, drawings, plans, models or other specifications of the customer, we only warrant that we have executed performance in accordance with the agreement.

15.12. Should the goods/services not be entirely suitable for the agreed use, this does not constitute a defect if this is based exclusively on factual circumstances deviating from the information available to us at the time of the provision of the service because the customer fails to meet its obligations to cooperate under section 7.

15.13. Similarly, a defect is not deemed to exist if the customer's technical equipment and systems, such as supply lines, cabling and wiring, networks, etc., are not in a perfect technical and operational condition or not compatible with the goods/services, to the extent that this fact is responsible for causing the fault.

15.14. The customer shall cease any and all use or processing of the defective goods/services, which risks further damage or prevents or makes it more difficult to identify the cause of the defect, insofar as this is not unreasonable.

15.15. The warranty does not apply to and/or all other liability on our part is excluded for faults resulting from any arrangement and/or assembly or installation not undertaken by us, from inadequate equipment, any non-compliance with assembly requirements and/or operating requirements and/or installation requirements, certification or approval notices, terms and conditions of use and/or maintenance, or from faults resulting from any overloading of the parts in excess of the values specified by us and/or the manufacturer, and from the negligent, improper and/or incorrect treatment or storage and/or use of unsuitable operating consumables, and/or from faulty assembly, operation or maintenance. Further, we give no assurance and assume no liability for damage or injury attributable to the actions of third parties, to atmospheric discharges and/or to electrical, electronic and/or chemical influences. The warranty does not relate to the replacement of parts subject to natural wear and tear.

15.16. The warranty lapses immediately if the customer itself or a third party not expressly authorized by us makes changes to, repairs or carries out maintenance on the items supplied without our written consent.

15.17. In case of defects other than the defects in title regulated under section 13.5, the provisions of this section 15 apply mutatis mutandis.

15.18. Our liability for defects is comprehensively regulated in this section 15. Any further warranty for defects on our part, irrespective of the legal grounds therefor, is hereby excluded.

16. Liability and limitations on liability

16.1. In cases of slight negligence, any liability on our part and in respect of our employees, contractors or other vicarious agents ("people") is excluded for damage to property and financial loss, irrespective of whether it concerns direct or indirect damage, lost profit or consequential damage, damage due to delay, impossibility, positive breach of an obligation or breach of contract, culpa in contrahendo, or due to defective or incomplete performance or any damage resulting from third party claims against the customer. The injured party at all times bears the burden of proving gross negligence or wilful intent. To the extent our liability is excluded or limited, this also applies to the personal liability of our employees.

16.2. The aforementioned limitations on liability do not apply if the damage results from dangers that neither are typical for the legal relationship nor were foreseeable given the special circumstances of the individual case.

16.3. Should the customer itself be made liable under the Austrian Product Liability Act (*Produkthaftungsgesetz*) or corresponding foreign legislation, it shall expressly waive any right of recourse against us, in particular within the meaning of Section 12 of the Austrian Product Liability Act or corresponding provisions of foreign legislation unless it can be shown that we were grossly negligent in this regard.

16.4. We are under no obligation to check that any documents provided to us (plans, drawings, sample calculations, technical descriptions, official authorisations, etc.) and/or materials or instructions given or issued to us are correct, suitable and compatible with the goods/services which have been ordered. The customer guarantees their accuracy, suitability and compatibility. Furthermore, we are not obliged to carry out any special checks or take measurements (of preliminary work undertaken by third parties, of existing machines or structures, etc.). We are not subject to a duty of inspection, warning and/or

notification with regard to factors or circumstances of a technical or factual nature which fall outside of our agreed scope of services or the services offered. We assume no liability for any negative consequences resulting from the obvious or obscured unsuitability of documents, data, materials and/or incorrect instructions provided by the customer.

16.5. All liability claims which are deemed to exist against us on their merits are limited in terms of amount to the net value of individual goods/services substantiating the liability claim in question or to the actual cover provided under any insurance policy taken out by us, whichever is the greater.

16.6. Any liability claims against us lapse 12 months after provision of our goods/services; in the case of tortious liability, from the time of knowledge, or in the case of grossly negligent ignorance, from the time of the circumstances giving rise to the claim and the person liable to pay damages.

16.7. The aforementioned limitations on liability also apply with regard to damage caused to property entrusted to us for processing purposes.

16.8. Through appropriate training, instructions and documentation, the customer shall ensure the proper use of our products in its applications. In so doing, the guidelines specified in the system manuals shall be observed and adhered to. We are not subject to any duty to check or warn the customer with respect to the purpose for which the customer intends to use the products supplied by us. If and to the extent that the customer's business segment is subject to procedural, environmental and/or safety guidelines, standards or conditions, the customer shall take them into consideration and/or ensure their compliance and the operation of the product supplied in the course of its business and it shall indemnify and hold us free and harmless in this respect from and against third party claims.

16.9. Unless otherwise specified in these General Terms and Conditions, our liability is comprehensively regulated in this section 16. Any further liability on our part, irrespective of the legal grounds therefor, is excluded.

17. Severability

Should a provision of the agreement be or become ineffective, either in whole or in part, the permissible provision which comes closest to the economic purpose of this provision shall be deemed to have been agreed. This also applies if a provision is deemed ineffective due to a measure of performance or time denominated in the agreement; in such cases, a measure of performance and time which comes closest to that intended and which is legally permissible replaces the one originally agreed. This is without prejudice to the remainder of the agreement. The same applies to any omissions in this agreement that need to be rectified.

18. General

18.1. This agreement is solely subject to and construed in accordance with Austrian law.

18.2. The conflict-of-law rules of private international law are excluded.

18.3. The place of performance for our contractual obligations is the plant/warehouse commissioned by us with supply. The place of performance for all customer obligations is Lambrechten 52, Lambrechten, A-4772, Austria.

18.4. It is agreed that all legal disputes between us and the customer arising from or in connection with the contractual relationship shall be settled by the court with local and subject-matter jurisdiction for Lambrechten, A-4772. Notwithstanding that, we are at our option entitled to institute legal proceedings against the customer in any other court which may be competent under national or international law.

18.5. The customer shall notify us immediately in writing of any changes to his name, the name of his company, his address, legal form or other relevant information.

18.6. If our products are exported, the relevant export and control provisions must be observed and adhered to. Any authorisations shall be obtained by the customer and submitted to us in a timely manner. Should this not happen, we are entitled to withdraw from the contract without incurring any liability to pay damages to the customer in this regard. The customer is solely responsible for assessing whether a product requires an export licence and whether the export is subject to special control provisions. For

each breach of such provisions, the customer shall indemnify us from and against third party claims of any kind whatsoever. This also applies to any and all costs that are incurred by us in connection with the exercise of our rights.

18.7. We are under no obligation to store, keep or save printed products, assemblies, data carriers, including the data, films, papers, etc., thereon after execution of the order unless a written agreement to that effect has been reached with the customer. Furthermore, any retention obligation so agreed expires if the customer fails to pay the costs charged therefor within four weeks. We are not obliged to take out insurance to cover risks relating to stored/saved goods/data.

Supplementary Terms and Conditions for the Supply of Maintenance and Installation Services by **Langzauner Gesellschaft m.b.H.** (Registered with the Regional Court of Ried im Innkreis under FN 111987m), Lambrechten 52, A-4772 Lambrechten (Last amended: May 2020)

1. Validity

These Supplementary Terms and Conditions for the Supply of Maintenance and Installation Services apply to all of our maintenance and installation services in addition to our General Terms and Conditions for the Supply of Goods and Services.

2. Contract execution, subcontractors

2.1. If agreed, we assume responsibility for the installation, assembly and putting into operation of the systems, machinery, apparatus and facilities supplied by us ("installation(s)"). The customer's own specialists must be present to monitor all work carried out. Furthermore, the customer shall ensure that sufficiently qualified personnel are available for the preliminary and final inspections, the safety-related (operational) handover, the operation of the installation, as well as acceptance of the services.

2.2. Following conclusion of the contract, we and the customer shall each appoint a responsible contact person. Any declarations made by an appointed contact person vis-à-vis the contact person appointed by the other party are binding on the party in question.

2.3. If maintenance or installation services are delayed for reasons for which we are not responsible, the customer shall bear the additional costs incurred by us in this regard, even for idle time.

2.4. If we realise that a customer specification is incorrect, incomplete or unclear or that it cannot be objectively implemented, we shall notify the customer of this including the resultant consequences, insofar as we are able to identify them, as soon as we possibly can. In such cases, the customer shall take a decision on a necessary change to its specification without undue delay.

2.5. We are entitled to engage the services of subcontractors or other third parties to provide the contractual services.

3. The customer's cooperation obligation

3.1. The customer bears responsibility for ensuring that all advance services and services that it, or a contractor or supplier commissioned by it, provide in respect of our maintenance and installation services are actually provided on time, free of errors and completely and in such a way as to allow the installation process to begin immediately after the installation personnel arrive on site and so that the installation can be performed without delay until completion. Any requirements or specifications from us in this regard shall be complied with. Any official authorisation and any approvals from third parties necessary for construction of the installations shall be obtained by the customer in a timely fashion.

3.2. The customer shall ensure that the parts and installations supplied are protected against adverse influences and carefully stored. We assume no liability for damage caused to the installation or materials supplied at the location where maintenance or installation will be performed, e.g. as a result of fire, explosion, lightning, water, chemical influences and/or damage to property caused by the customer or a third party.

3.3. The customer shall provide us with all documents, data and other information necessary for the maintenance or installation services. In this respect, we shall treat as confidential the information provided and return it to the customer upon its request as soon as it is no longer required. We are entitled to make copies of the information provided to us if it is significant in terms of our warranty.

3.4. Prior to commencing maintenance or installation works, the customer shall without being requested to do so provide the necessary information on the location of concealed electricity cables and gas and water pipes and similar installations as well as information on structural loads. The customer shall enable and provide us with unfettered access to the maintenance or installation location. The customer shall ensure that there are fixed times at which we are able to work on the installation. The customer shall

ensure that we can also carry out work on the installation outside of the customer's normal operating hours, insofar as this proves necessary to ensure progress is made on completing the work. Furthermore, the customer shall ensure the technical installations necessary for performance of the maintenance and installation services are ready, such as electricity supply, telephone connections and data transmission cables, as well as other facilities required by us and the requested support staff and support documents, and shall make them available to us free of charge, to an appropriate extent. For the installation works in particular, the customer shall put at our disposal suitable personnel (two skilled workers) for the assembly of the installation and for lifting work (if necessary, it shall also provide a crane and/or forklift truck).

3.5. Should the customer determine that one of our goods/services is or will be flawed/defective or does not conform to the available plans or specifications, the customer shall immediately inform us of this in writing.

3.6. The customer shall issue a document to the workers or vicarious agents engaged by us for performance of the contract certifying to the best of its knowledge the hours they have worked and once such work is complete, the customer shall forthwith issue a document stating that the maintenance or installation services have been completed.

3.7. The customer shall verifiably inform us and our employees and vicarious agents in a timely fashion of health and safety at work regulations which are applicable at the location where maintenance or installation are to be performed and of the provisions to be adhered to. In this regard, the customer shall make available in good time any additional protective clothing or protective devices that are necessary.

3.8. If the customer fails to comply with the aforementioned cooperation obligations at all or fails to do so in a timely manner or properly, it shall reimburse to us all additional expenditure and losses sustained as a result.

4. Periods and dates

4.1. Periods and dates, in particular start dates and completion dates, are only binding if the binding nature of such dates is explicitly agreed upon in writing. If a completion date that was originally specified as binding is postponed owing to changes to or extensions of the contractual goods/services, we shall inform the customer of this by stating the reasons therefor and issue a new completion date.

4.2. A binding completion date is deemed to have been met if the installation is operational after such date. The installation is considered operational if it can be used for the purpose intended and no material defects prevent its use. This applies even if parts not essential to its functionality are only manufactured at a later date or if any advance services or the services of third parties or of the customer are not provided on time, free of errors and completely. If through no fault of our own it is not possible to carry out an agreed test run immediately after completion of the installation, the additional costs arising in connection therewith will be charged separately.

4.3. Periods and dates are extended/postponed appropriately if changes are necessary or delays arise for reasons for which we can prove we are not responsible or a test run is not possible or only possible at a later date, in particular if adherence thereto is not possible or is unreasonable due to travel warnings and/or official orders (e.g. as a result of diseases, epidemics, pandemics, or armed conflicts), for reasons relating to construction or owing to official requirements or at the request of the customer. The customer shall bear any additional costs incurred as a result.

4.4. If an installation cannot be completed within the foreseeable future for reasons for which we can prove we are not responsible, in particular for technical, procedural, mechanical or electrical reasons, we are entitled to demand full reimbursement of the expenses incurred to date under the contract with the customer. Furthermore, we are in such cases entitled to declare withdrawal from the contract if the problems encountered are not resolved within a reasonable period of time.

5. Preliminary acceptance, safety-related (operational) handover, final acceptance; acceptance of services

5.1. Our customer commits itself to preliminary acceptance of the commissioned installation in the form of a preliminary acceptance test to be carried out at our factory in Lambrechten or at a location to be

determined/specified by us during our normal business hours. The quality of any parts produced during the preliminary acceptance test shall in principle be inspected by our customer, who shall bear sole responsibility therefor, and all expenses incurred shall be for its account. Our customer shall provide us with the material necessary for performing the preliminary acceptance test in terms of the quantity, time and quality required by us.

5.2. Our customer shall be notified of the date of the preliminary acceptance test in a timely manner so as to ensure that the customer or a representative duly authorised by it, who must be notified to us in advance, can be present.

5.3. A preliminary acceptance report shall be prepared, detailing the preliminary acceptance test.

5.4. If our customer or its authorised representative is not present for the preliminary acceptance test despite having been notified thereof in a timely manner, the preliminary acceptance report shall be prepared and signed by us alone. Our customer shall receive a copy thereof. In such a case, our customer can no longer object to the accuracy of the report. In this case, the transmission of the preliminary acceptance report prepared and signed by us alone is simultaneously deemed to be a release for delivery.

5.5. In addition, our installation (as a complete installation with add-on components, as the case may be) shall be dispatched or collected by the customer no later than four weeks after preliminary acceptance.

In the event of delays in this respect, for which the customer is responsible or which are not attributable to either party, we are entitled irrespective of fault to demand that the customer pay storage costs in the amount of 0.5 % of the order value per week.

The dimensions of our installation shall be checked and taken into account by the customer, especially with regard to manoeuvring the installation into place and its assembly on site at the customer's premises.

5.6. Unless otherwise agreed, we shall bear our costs for carrying out the preliminary acceptance test (preliminary acceptance). In any case, our customer shall bear the costs incurred by it or its authorised representative in connection with the preliminary acceptance test, such as travel expenses, overnight accommodation expenses, living expenses, and expense allowances.

5.7. The criteria for the preliminary acceptance test include the basic technical design and execution and functioning of the installation as specified in the contract. Performance criteria such as cycle times, quality of parts produced, noise emissions, etc., are explicitly not criteria for preliminary acceptance. Defects that do not significantly affect the functionality and/or technical design and execution of the installation do not entitle the customer to refuse preliminary acceptance or delivery release.

5.8. In the event that significant defects (i.e. defects that significantly impair the functionality and/or technical design and execution of the installation) are identified during the preliminary acceptance test, we shall remedy such defects immediately. After rectification, a notification of rectification shall be sent to our customer. This notification of rectification is also deemed to be a release for delivery.

5.9. After assembly at the installation site, appropriate training shall be provided to the operators, followed by the safety-related (operational) handover of the installation, only after which the customer is competent and authorised to use the installation. By signing the handover protocol, our customer declares that it has been fully and sufficiently informed of the handling, operation, possible uses and the product-specific hazards relating to the installation. Following the handover, the installation is ready for production, but the agreed performance criteria (cycle time, availability, etc.) do not have to be fulfilled at that time.

5.10. Unless otherwise agreed, final acceptance of our installation occurs in principle after the safety-related handover and a corresponding optimisation phase. The date of final acceptance shall be determined jointly.

Written notification of readiness for final acceptance shall be provided once we have finished optimizing the installation. Final acceptance must take place within two weeks of this date.

If final acceptance does not occur by then for reasons for which we are not responsible (e.g. no suitable infrastructure, no raw materials available, no qualified operators, etc.), the installation is deemed to have been finally accepted. The final acceptance report must be signed if the contractually agreed performance parameters, such as cycle time and availability, etc., are achieved over an agreed period of time. Defects that do not significantly impair its functionality do not entitle the customer to refuse final acceptance, but are noted in the final acceptance report and processed accordingly.

5.11. If our customer does not accept the installation provided by us in accordance with the contract within the meaning of final acceptance, despite being under an obligation to do so, we have the right either to insist on performance of the contract and on contractual fulfilment of the payment obligation or, after setting a reasonable grace period, to withdraw from the contract without further ado. Where final acceptance is delayed for reasons for which we are not responsible, final acceptance is deemed to have taken place from the final acceptance date mutually agreed between the parties. Final acceptance is also deemed to have occurred in the event that the customer uses the installation for mass production purposes prior to final acceptance having formally taken place.

5.12. If we provide maintenance services, they shall likewise be formally accepted within the context of a date mutually agreed by the parties. Independent partial acceptance shall be made upon our request in respect of parts of the service which are in and of themselves complete. If no agreement on a date of acceptance is reached, acceptance shall take place not later than three working days (Monday to Friday) after the date on which we have notified the customer of acceptability. The agreed service specifications are key for determining formal acceptance. The acceptance procedure is recorded and the acceptance record is signed by the parties. Acceptance may be refused by the customer only in the event of material defects. In addition, acceptance shall be formally declared by the customer; where necessary, by listing any defects. If acceptance is delayed for reasons for which we are not responsible, acceptance is deemed to have been made from the date of acceptance mutually agreed between the parties. Acceptance is likewise deemed to have been made in the event of any use of the maintenance services by the customer prior to formal acceptance.

6. Remuneration

6.1. The remuneration owed by the customer is shown on our order confirmation. If this is missing on the order confirmation or if it does not contain any information on remuneration, the prices in our price list at the time the order is placed are deemed to have been agreed. Unless the parties have agreed a flat rate, our travel, accommodation and transport costs shall be charged separately. Time spent travelling and idle time is charged as hours worked.

6.2. Where the customer effectively terminates the contract for good cause, in respect of which it can be demonstrated that this was not the result of gross negligence on our part, the customer shall pay us for the services rendered up until termination, irrespective of whether or not partial payment had been agreed for the partial supply of services made to date. Furthermore, the customer shall pay a fixed termination fee in the amount of 40 % of the difference between the contractually agreed total remuneration and the partial remuneration payable under the first sentence unless the customer demonstrates that the disadvantage suffered by us as a result of termination is smaller. We reserve the right to furnish proof that our statutory right to compensation is greater than the aforementioned termination fee and we reserve the right to assert a claim seeking payment of greater damages. If we have engaged the services of subcontractors or other third parties to fulfil our services and if we are required to pay termination fees to them as a consequence of termination effected by the customer, the customer shall reimburse to us the termination fees which we have paid to the subcontractors/third parties.

7. Warranty, limitations on liability

7.1. Our services are deemed to have the agreed quality even if an installation serviced under a service agreement with the customer does not work without interruption and is not operational at all times despite having been properly serviced by us. We therefore do not warrant that the installation serviced by us will work without interruption and be operational at all times.

7.2. The customer shall comply with the respective safety regulations for the installation and ensure that the wiring has been tested and is fully functional, the installation is ready, tested and operational, both

mechanically and electrically, and only qualified personnel are used by the customer to carry out all work on the installation.

7.3. Unless expressly agreed otherwise, we are not a general contractor for an entire project and accordingly do not provide a warranty or assume liability for the functioning of the entire project (facility) and/or for overall coordination, in particular not for process technologies, wiring, and mechanical and electrical processes. We solely provide a warranty and assume liability for that part provided by us in accordance with the General Terms and Conditions for the Supply of Goods and Services and the Supplementary Terms and Conditions for the Supply of Maintenance and Installation Services.

7.4. In the event damage is caused to a site on the construction of which other contractors besides ourselves are or were involved at the time of its putting into service or during its operation, such damage is attributable to us subject to the other conditions only insofar as it has been established without objection that we are the originator of the damage. This applies even if we are the only tradesmen involved, especially if the customer did not take all possible precautions to rule out incidences of damage.

Supplementary Terms and Conditions for the Use of Software from **Langzauner Gesellschaft m.b.H.** (Registered with the Regional Court of Ried im Innkreis under FN 111987m), Lambrechten 52, A-4772 Lambrechten (Last amended: May 2020)

1. Validity/Scope

1.1. In addition to our General Terms and Conditions for the Supply of Goods and Services, these Supplementary Terms and Conditions for the Use of Software apply to all software products manufactured by us. If we supply the customer with software from other manufacturers, the terms of use and licensing agreements pertaining to the respective manufacturer enclosed with the product supplied also apply in addition to our General Terms and Conditions for the Supply of Goods and Services.

1.2. The customer acquires from us ownership of a data carrier. The software stored on this data carrier is made available to the customer for an indefinite period for its non-exclusive use in accordance with the following terms and conditions of use. For the purposes of these terms and conditions, software means the program stored on the data carrier, including the configuration that exists after its installation as well as the documentation provided to the customer in the form of electronic documentation, if applicable manuals, other instructions and descriptions.

1.3. The software is protected by copyright. We are entitled to all exploitation rights. Except for the surrender of use defined in these terms and conditions, the customer does not acquire any rights to the software or other objects we provide or make available to the customer in the course of the initiation or execution of the contract.

2. Reproduction rights and access protection

2.1. The customer may duplicate the program supplied if the duplication in question is necessary for the purpose of using the program in connection with the acquired installation. The scope of use agreed between the parties is set forth in the licence agreement and the other delivery documents. Necessary duplications include installing the program from the original data carrier onto the mass storage device of the hardware used, as well as loading the program into the working memory.

2.2. Furthermore, the customer may make copies for backup purposes. As a matter of principle however, only one backup copy may be made and stored. This backup copy of the program supplied shall be labelled as such.

2.3. If making a regular backup of the entire dataset (including computer programs used) is crucial for reasons of data security or for ensuring the prompt reactivation of the computer system after a total failure, the customer may make the number of backup copies absolutely necessary. The data carriers in question shall be labelled accordingly. The backup copies may only be used for purely archival purposes.

2.4. The customer shall take appropriate measures to prevent third parties gaining unauthorised access to the software. The original data carriers provided, as well as any backup copies made, shall be kept in a safe location secured against unauthorised access by third parties. This obligation shall also be imposed on employees who use the software.

2.5. The customer may not make any further copies, including outputting the program code on a printer or photocopying the manual or documentation. Any additional manuals required for employee use shall be obtained from us.

2.6. If it is agreed between the parties that the customer may make use of the program on any or a certain number of hardware units, a record shall be kept of the number of copies used and, unless otherwise agreed in the contract, we shall be notified thereof upon request.

2.7. We are entitled to take the necessary measures for program protection, in particular by making use of the programs dependent upon the use of a program protection key or softkey (dongle). We are also entitled to ensure that the agreed scope of the right of use cannot be exceeded.

3. Licence, scope of use

3.1. We grant the customer a non-exclusive licence that is limited in accordance with the more detailed provisions of these terms and conditions of use. The customer may use the software solely for the areas of application and working environment (hardware and software environment) stipulated in the software description or as otherwise specified by us. The software may only be used by the customer and its employees. The licence does not establish any entitlement on the part of the customer to services regarding the installation and maintenance of the software and to support services.

3.2. If a sticker bearing the words "single user licence" is affixed to the software medium, the customer is granted a single user licence only. If the customer has only purchased a single user licence, the customer may only use the software on one computer at any one time and must prevent its use in a network or on another multi-user computer system that would allow the software to be used on several computers simultaneously. If the customer purchases a multi-user licence from us, the customer may install and use the software simultaneously on the number of computers specified in the multi-user licence. The use of a multi-user licence at several sites operated by the customer is prohibited, unless the customer has reached a different agreement with us in writing. If a multi-user licence is used in a network by users at the same location, the customer is responsible for ensuring compliance with the scope of use of the software as specified in these terms and conditions of use. The software may only be used on computers which are physically located on the premises operated by the customer and which are in its direct possession.

3.3. The customer may use the software only on the hardware purchased from us and by means of which the software was provided to the customer. Any other installation is permitted only if we have given our prior written consent to such use. Consent is deemed to have been given if the customer acquires either only software or hardware including software, provided, however, that the hardware on its own cannot be used with the software without first integrating further components. This does not apply to the necessary connection of hardware and software to the installations to be controlled by it.

3.4. If the software is only installed on a trial basis, the customer is entitled to withdraw from the contract within one week of the expiry of the trial period. In this case, it shall return all items supplied without being requested to do so and destroy all copies of programs and documents created for this purpose. In the event of withdrawal, we are entitled to payment of the remuneration agreed for the test installation.

3.5. Supplying a beta version offers the customer the possibility of rapidly receiving software changes or a new software version at its request. The customer is hereby informed that the products provided are at least ready for systems testing, but may still contain bugs, and that the customer itself must bear the risk of making any use thereof. We are not liable for any damage incurred as a result of using these products.

4. Changes to the software, interference

4.1. The decompilation of the program code into other code forms (decompilation), as well as other types of reverse engineering of the various production stages of the software (reverse engineering, disassembly), including modifying the program, are permissible for own use, in particular for the purpose of troubleshooting and bug fixing or extending the functionality of the software. Own use includes professional or commercial use, provided it is limited to own use by the customer or its employees and is not to be commercially exploited in any way externally vis-à-vis third parties. The risk of making such changes shall be borne solely by the customer. Duplications of this kind, especially if stored on external data carriers, shall be labelled as modified versions of the software. In this case, the customer bears the risk that the modified software may be incompatible with our subsequent versions of the program.

4.2. The removal of copy protection or similar protection routines including statistical functions is only permitted if this protection mechanism impairs or prevents trouble-free use of the program. The customer bears the burden of proving that trouble-free use is impaired or prevented by the protective mechanism.

4.3. The actions specified in section 4.2. above may only be carried out by third parties which are in commercial competition with us – even if only potentially – if and to the extent that we do not wish to make the changes requested to the program ourselves against payment of an appropriate fee. We shall

be granted sufficient time to examine whether we wish to accept the commission and we shall be informed of the name of the third party.

4.4. Where the aforementioned actions are carried out for commercial reasons, they are only permissible if they are essential for the creation, maintenance or functioning of an independently created interoperable program and the necessary information has not yet been published or is otherwise accessible, e.g. it can be obtained from us.

4.5. Copyright notices, serial numbers and other features which help to identify the program may not be removed or changed under any circumstances. Modified program versions shall always be labelled as such.

5. Resale and leasing

5.1. The customer may only sell or give away the software together with the acquired hardware to third parties on a permanent basis, and it may only do so if the acquiring third party has agreed to be bound by these terms and conditions of use. In the event of transfer, the customer must surrender to the new customer all copies of the program, including any existing backup copies, or destroy copies not surrendered. The old customer ceases to be entitled to use the program once the transfer is made. If the software was acquired without hardware, the above provisions apply mutatis mutandis.

5.2. The customer may only transfer use of the software together with the hardware to third parties for a limited period of time, and it may only do so if the third party has also agreed to be bound by these terms and conditions of use and provided that the transferring customer surrenders all program copies, including any existing backup copies, or destroys the copies not surrendered. The transferring customer is not entitled to use the program itself for the period during which the software is transferred to the third party. If the software was acquired without hardware, the above provisions apply mutatis mutandis.

5.3. The customer may not transfer use of the software to third parties if there are reasonable grounds to suspect that the third party will violate these terms and conditions of use, in particular by making unauthorised copies. This also applies with regard to the customer's employees.

5.4. Insofar as the customer wishes to transfer use of the software to third parties domiciled abroad to the extent permitted, the customer alone is responsible for ensuring compliance with the relevant provisions of transfer and export control law. Furthermore, we do not warrant that the software is free from third party rights abroad.

6. Obligation to examine and give notice of defects

6.1. The customer shall install the software as soon as the complete installation has been supplied. Within a period of five working days (Monday to Friday) of the software being installed, the customer shall examine the software, in particular with regard to the completeness of the data carriers and documentation as well as the functionality of the key program features. Defects detected must be reported to us in writing within a further five working days. If possible, the notice of defects must contain a detailed description of the defect. If a program error is reproducible, the program steps (application steps) resulting in the error must be documented.

6.2. Defects not detected during the course of the proper examination described above must be notified within five working days of their discovery in compliance with the agreed obligation to give notice of defects.

7. Warranty, limitations on liability

7.1. A warranty for the software only exists with regard to the conformity of the software with the specifications agreed upon at the time of the conclusion of contract, provided that the software is used in accordance with the installation conditions and the conditions of use and that it is fundamentally usable within the meaning of the program description and user instructions. Both parties acknowledge that, according to the state of the art, it is not possible to produce software that is completely free of errors, omissions or discrepancies. Therefore, the software is also deemed to have the agreed quality if it contains errors and if there are omissions or discrepancies of the kind mentioned in sentence 2. The agreed quality also includes the fact that the software may have errors, omissions or discrepancies that

occur as a result of improper installation or the incompatibility of the software with other software, provided this does not relate to software supplied by us and released for use with the licensed software. The software's lack of suitability for the customer's purposes is only regarded as a defect if this was the subject of negotiations between the parties and if we have confirmed to the customer in writing that the software is suitable for the customer's purposes; however, such confirmation does not constitute an assurance or a guarantee of quality. Any functional impairments affecting the software that result from incompatibilities or defects in the hardware used by the customer, non-observance of the working environment (hardware and software) specified in the software product description, incorrect operation or the like, do not constitute defects.

7.2. For individually produced software, the agreements on quality are solely based on the specifications to be agreed between the parties. The customer shall provide us with the information necessary for the production of individual software prior to the conclusion of the contract.

7.3. Any responsibility and liability on our part is excluded insofar as the customer has made changes to the software and/or the software environment unless the changes have been made in agreement with us after appropriate consultation and advice. Any liability on our part is excluded in any case if the customer has suffered a loss or a higher loss due to the fact that the customer has not taken reasonable precautions (e.g. data backups, fault diagnoses, regularly checking work results) in the event that the software does not work properly in whole, in part or at times.

7.4. Before connecting or transporting IT products and/or before installing computer programs, the customer shall sufficiently back up the data already on the computer system, failing which it is responsible for any data lost and all related damage sustained.

8. Notification obligation and duty to provide information; software training

8.1. The customer shall expressly make its employees aware of the need to comply with these terms and conditions of use and with the regulations of copyright law.

8.2. In the permitted case of the resale of the software (section 5.), the customer shall notify us in writing of the name and full address of the purchaser.

8.3. Unless otherwise agreed in writing, we are not obliged to instruct and train the customer in how to use the software. If the customer wishes to be instructed and trained, it shall bear the costs incurred for this separately.