

## Purchase Terms and Conditions of Nordfels GmbH (EKBs)

### 1. Scope of application

1.1 These Purchase Terms and Conditions shall apply between Nordfels GmbH and natural persons and legal entities (hereinafter referred to as the Supplier) for the present company-related legal transaction as well as for all future transactions, even if no express reference is made to them in individual cases, in particular in the case of **future supplementary or follow-up orders**.

1.2 The current version of our EKBs at the time the contract is concluded shall apply.

1.3 **The customer's terms and conditions of business** or amendments or supplements to our EKBs require our express written consent in order to be valid.

1.4 The customer's terms and conditions shall not be recognized even if we do not expressly **object to** them upon receipt.

### 2. Offer & Prices

2.1 Following a request from Nordfels, the supplier is asked to provide Nordfels with a free quotation including the EKB of Nordfels.

2.2 The supplier must adhere to the specifications of Nordfels in the offer and expressly point out any deviations.

2.3 All incidental costs for taxes, fees, duties, packaging, transport, license fees and any other costs must be expressly detailed in the offer.

2.4 No remuneration shall be granted for the preparation of offers or other project documents.

2.5 Prices are generally fixed prices. Unless otherwise agreed, all services up to the named place of receipt are included.

2.6 If, in exceptional cases, prices are not agreed in advance, the prices in the order confirmation shall be binding.

2.7 Any price increases must be notified to Nordfels in writing at least three months before they come into effect. In the case of current orders, price increases are only possible in justified cases and only with the written consent of Nordfels.

### 3. Order & order confirmation

3.1 The supplier receives a written order by post, by e-mail (in PDF format) or via other electronic portals or formats.

3.2 The order including its enclosures (drawings, technical specifications and other documents) supplement the EKBs and may regulate individual points from them differently.

3.3 If the supplier issues an order confirmation that deviates from the order, Nordfels shall only be bound by the written confirmation of this deviating order confirmation.

### 4. Payment & constructions/tools

4.1 Unless otherwise agreed, payment shall be made within 60 working days of receipt of the invoice and receipt of the goods by Nordfels, irrespective of which event occurs later.

4.2 If payment is made within 30 working days, Nordfels shall be entitled to deduct a 3% discount.

4.3 Payment of the invoice does not mean that Nordfels has approved or accepted the goods, nor does it mean that Nordfels waives any claims under warranty and/or guarantee.

4.4 For any designs or tools developed by Nordfels, the results and/or tools shall become the unrestricted property of Nordfels. This must be visibly marked by the supplier on the results/tools in a suitable form.

### 5. Performance & quality

5.1 The delivery and performance of the goods shall be carried out in accordance with the applicable statutory provisions, which are described in the enclosures attached to the order.

5.2 The supplier shall be obliged to check the specifications, drawings, technical data, descriptions, samples etc. provided in the order and enclosures during the development and manufacture of the goods immediately upon receipt and to strictly comply with the specifications when executing the order. The supplier shall notify Nordfels immediately of any discrepancies and/or other defects which it identifies during the inspection and/or execution of the order.

5.3 Insofar specifications contained in the order and enclosures do not determine the quality of the goods, the supplier shall guarantee the uniform quality of its products for current and future orders, in accordance with state of the art.

5.4 The supplier shall notify Nordfels in good time of any change in quality, sending samples at the same time. In the event of quality changes without prior notification, Nordfels shall be entitled to reject the goods. The supplier shall be liable for all direct and indirect damages resulting therefrom.

5.5 If special design drawings are required for the manufacture of certain products, these must be submitted by the supplier for approval. Without the prior written consent of Nordfels, the supplier shall not be entitled to assign all or part of the orders placed to a subcontractor.

### 6. Delivery and performance deadlines, Delay in delivery

6.1 In the absence of delivery agreements, delivery **DDP** according to Incoterm 2020 at the registered office of Nordfels shall be deemed agreed.

6.2 The supplier shall expressly inform Nordfels - including any forwarding agent or carrier commissioned - of any special care to be taken during unloading (including unpacking).

6.3 It is the sole responsibility of the supplier to obtain the necessary export licenses and to ensure compliance with all export, import, transit and control regulations and formalities.

6.4 Should the transport of the goods be delayed for any reason, the Supplier shall notify Nordfels immediately and bear any costs resulting therefrom.

6.5 In the event of a delay in delivery by the Seller, Nordfels shall be entitled to charge a contractual penalty of 1% of the net order value per commenced calendar week of delay, up to a maximum of 15% of the net order value.

6.6 The assertion of further **claims for damages** shall remain unaffected; however, the contractual penalty shall be offset against proven damages.

6.7 In the event that no place of delivery is specified, **Maximilianstraße 2, in A-4190 Bad Leonfelden, AUSTRIA** shall be deemed agreed.

6.8 The delivery date shall be the date of receipt of the goods at the named place of receipt. Delays in delivery due to circumstances for which the supplier is responsible shall entitle Nordfels, at its own discretion, either (i) to demand subsequent delivery and damages for delay (plus an agreed contractual penalty, if applicable) or (ii) to waive subsequent delivery, withdraw from the contract and claim damages for non-performance.

6.9 The acceptance of a late delivery does not imply a waiver of further claims for compensation.

6.10 Unless otherwise agreed in writing, the benefit and risk of the goods shall pass to Nordfels as soon as the goods have arrived, been unloaded and accepted at the named place of receipt on the company premises.

6.11 Force majeure and other disruptions which occur at Nordfels and which lead to the restriction or suspension of work at Nordfels shall release Nordfels from its obligation to accept delivery and/or any obligation to pay damages for the duration and to the extent of their effects.

6.12 The supplier, whether manufacturer or dealer, is obliged to adequately inspect the goods/products ordered regarding quality prior to shipment, if necessary with the assistance of experts, irrespective of the following provisions pursuant to clause 5.

6.13 The supplier may not invoke the provision of Section 377 of the Austrian Commercial Code (UGB) against Nordfels, according to which the buyer must notify the seller - if the purchase is a business-related transaction for both parties - within a reasonable period of time of any defects in the goods which it has discovered or should have discovered by inspection in the ordinary course of business after delivery.

6.14 Proper loading and securing of the cargo on the selected or specified means of transportation is part of the supplier's scope of delivery.

6.15 Packaging and shipping costs shall be borne by the supplier.

6.16 The ordered delivery must be made free of restrictions as a result of retention of title.

## **7. Default of acceptance, notice of defects and inspection**

7.1 The values for delivery quantity, mass, weight and quality requirements determined during the acceptance test and/or the incoming goods inspection shall be binding. Nordfels shall notify the supplier of any defects as soon as they are identified in accordance with the respective operational circumstances at Nordfels.

7.2 The supplier thus expressly waives the defense of late notification of defects and unconditional approval (acceptance/acceptance). Nordfels shall not be obliged to accept/accept partial or excess deliveries not agreed in writing.

7.3 Upon notification of a defect, Nordfels shall set the supplier a reasonable period of grace for rectification of the defect or replacement delivery free of charge.

7.4 If the deadline is not complied with, Nordfels shall be entitled, without further request and/or notification, to remedy the defects itself at the expense and risk of the supplier or to have them remedied by a third party. If the defect is substantial, the supplier shall take back the goods at its own expense and refund to Nordfels the price already paid and reimburse Nordfels for the proven costs incurred in connection with the inspection of the goods and the unsuccessful attempts to rectify the defect. Nordfels shall in any case be entitled to deduct any reduced value of the defective part from the purchase price.

7.5 Nordfels shall give notice of any defects within 60 working days of becoming aware of them. The warranty period is 36 months from receipt or acceptance.

7.6 If the delivered goods are installed as a component in a product and the defect only becomes apparent during operation of the product, Nordfels may give notice of defects of any kind at any time up to the expiry of the respective limitation period.

7.7 In the event of a notice of defect, the supplier shall reimburse Nordfels for the costs incurred in connection with the rectification of the defect.

7.8 If Nordfels suspects that other parts supplied by the supplier are also defective, Nordfels shall be entitled to recall or replace the parts identified as defective at the supplier's expense.

7.9 The supplier shall, at Nordfels' option, repair or replace all parts already delivered at its own expense. This shall also apply if the warranty period has already expired and Nordfels is of the opinion that the defective parts are capable of damaging other items or, in particular, endangering the life and limb of persons.

7.10 In addition, the supplier shall compensate Nordfels for any damage caused by such a replacement action (recall action).

7.11 Nordfels may refuse to accept and pay for goods as long as there are defects of any kind which Nordfels cannot avert by reasonable means.

7.12 The supplier is also obliged to support Nordfels in the repair of delivered goods or to carry out such repairs free of charge.

## **8. Our intellectual property**

8.1 Implementation documents, **plans**, sketches and other documents as well as software provided by us or created by our contribution shall remain our intellectual property.

8.2 Their use, in particular their dissemination, reproduction, publication and making available, including copying even in part, as well as their imitation, processing or utilization, requires our express **consent**.

8.3 Furthermore, the supplier undertakes to **maintain confidentiality** towards third parties with regard to the knowledge obtained from the business relationship.

8.4 The supplier guarantees and shall be liable for ensuring that the manufacture, delivery, intended use and contractual use of the goods do not infringe any patents or other industrial property rights of third parties in Austria, the European Union or abroad. The supplier shall be liable for all damages (including court and

out-of-court costs) incurred by Nordfels and its customers due to the infringement of such industrial property rights.

8.5 The supplier may only affix Nordfels company logos and trademarks to the products with the express consent of Nordfels and to the extent agreed. In doing so, the supplier must comply with the specifications of Nordfels.

## 9. Secrecy

9.1 The order and all related commercial and technical details must be treated **confidentially** by the supplier. This obligation shall also be imposed on any subcontractors.

9.2 This applies in particular to products that are specially developed for Nordfels. Nordfels shall be exclusively entitled to all rights thereto. Upon request, Nordfels shall be provided with all documents, including all copies and duplicates thereof, without delay.

9.3 The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with the written consent of Nordfels. The confidentiality obligation also extends to personal data. It shall also apply after completion or failure of the order; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. Subcontractors shall be obligated accordingly.

## 10. Warranty

10.1 The supplier is aware that Nordfels produces solutions and machines that are used worldwide. The goods/products to be delivered must therefore in any case correspond to the state of the art at the time of delivery and offer the safety that can be expected taking into account all circumstances, in particular in view of the presentation of the product, the use of the product that can reasonably be expected and the time at which the product is placed on the market, unless additional express warranties have been given.

10.2 Unless an express warranty agreement and/or special specification requirements have been agreed, the Supplier warrants that the delivered goods are free from defects in development and design, that the prescribed or, unless otherwise specified, suitable material is used, that the material used, the processing and assembly are free from defects and that the other requirements set out in the order and its enclosures are fulfilled.

10.3 The supplier shall be liable in the same way for the goods and components delivered by him but not produced by him and/or services rendered. The agreed warranty or guarantee period shall commence upon acceptance of the goods.

10.4 The supplier warrants - in addition to the quality and characteristics - that the delivered goods (i) are functional and comply with all regulations at the place of destination and (ii) that the necessary certificates of conformity and marks of conformity, approvals, accreditations, authorizations, certificates, etc. are available.

10.5 Exclusions or limitations of liability of the supplier shall not be accepted. Any deviation by the supplier from the statutory

provisions applicable in Austria with regard to compensation for damages and warranty (such as changes to the allocation of the burden of proof, shortening of deadlines, etc.) shall require the express written consent of Nordfels in order to be effective

10.6 The supplier shall be obliged to insure itself adequately against any damage and risks and to provide Nordfels with evidence of this insurance cover on request, to name the insurance company together with the policy and to disclose the registered office of the insurance company.

## 11. Liability

11.1 The supplier shall be liable for its delivered goods within the scope of the Product Liability Act.

11.2 With regard to the product liability regulations applicable in the various countries, the goods supplied must meet a corresponding standard of product safety for the countries in which the goods are used.

11.3 The supplier declares that he has taken out insurance that is customary and sufficient in the course of business or in another suitable manner to ensure that he can satisfy product liability claims to a sufficient extent.

11.4 Nordfels shall be entitled to indemnify and hold the supplier harmless in respect of all claims, including ancillary charges, relating to the defectiveness of the goods supplied by it in accordance with the provisions of the relevant product liability law.

11.5 In the event of a claim being made against Nordfels in connection with a product supplied by the supplier, in particular on the basis of a country-specific product liability law, Nordfels shall be entitled to name the supplier. In this case, Nordfels shall be entitled to full compensation and recourse claims against the supplier for all expenses resulting from such a claim.

## 12. Data storage

12.1 Our contractual partner declares its express consent to the storage of all data that is of significance for the business relationship and processing of the orders placed or our delivery obligations.

12.2 Personal data transmitted to Nordfels will be stored and used exclusively for the purpose of processing our contractual relationship and, if necessary, will also be forwarded to cooperation partners / vicarious agents involved in the execution of the contract, insofar as this is necessary for the fulfillment of the contract. Our customer consents to this. The provision of personal data is therefore voluntary. Our customer has the right to have personal data deleted at any time (right of revocation).

12.3 The data will not be made available to uninvolved third parties.

12.4 Insofar as personal data is stored or otherwise processed, this is done in compliance with the relevant data protection laws.

## 13. Severability clause

13.1 Should individual parts of these EKBs be invalid, this shall not affect the validity of the remaining parts.

13.2 The parties hereby undertake to agree on a **replacement provision** - based on the horizon of honest contracting parties -

which comes closest to the economic result, taking into account the customary industry practice of the invalid provision.

**14. General information**

14.1 Austrian law shall apply.

14.2 The UN Convention on Contracts for the International Sale of Goods is excluded.

14.3 Unless otherwise agreed, the place of performance shall be the registered office of Nordfels GmbH.

14.4 The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the customer shall be the court with local jurisdiction Landesgericht Linz for the registered office of Nordfels.

14.5 The manufacturer/distributor must notify us immediately in writing of **any changes to** his name, company name, address, legal form or other **relevant information**.