

## CONDITIONS OF PURCHASE OF INNOMOTICS AUSTRIA

Status: October 2025

### 1. Scope

These Conditions of Purchase apply to all orders (for supplies and services) placed by Innomotics GmbH Austria and its affiliates within the meaning of Sec. 189a no. 8 of the Austrian Business Code (*Unternehmensgesetzbuch*; "UGB") (hereinafter referred to as "**INNOMOTICS**"), unless the relevant company expressly designates its own conditions of purchase.

### 2. Purchase Order, Written Form

- 2.1. Purchase orders are issued exclusively in writing or, without signature, via an electronic system and must reference an order number. Oral agreements are binding only if confirmed in writing.
- 2.2. Clause 2.1. applies to amendments or supplements to an order *mutatis mutandis*.
- 2.3. The written-form requirement under these Conditions of Purchase is satisfied if:
  - (i) the requirements of Sec. 886 ABGB are met, or
  - (ii) the requirements of an existing EDI agreement are met, or
  - (iii) a document bearing a handwritten signature is scanned and sent by e-mail, or
  - (iv) a document bearing an electronic signature that meets Article 26 Regulation (EU) No 910/2014 (the "eIDAS-Regulation") is sent by e-mail.

### 3. Confirmation of Order, Seller's General Terms and Conditions

- 3.1. Upon confirmation of an order, these Conditions of Purchase become part of the corresponding contract.
- 3.2. An order is accepted by the Seller's order confirmation. Clause 2 applies correspondingly with regard to the order confirmation.
- 3.3. INNOMOTICS reserves the right to cancel an order unless it has received a proper order confirmation from the Seller within two weeks after the date of the order. Such cancellation is deemed on time if it is sent to the Seller before INNOMOTICS receives the purchase order confirmation.
- 3.4. If the purchase order confirmation deviates from the order, the Seller shall clearly state any such deviation in the purchase order confirmation. INNOMOTICS shall only be bound by such deviation if it has expressly accepted it according to Clause 2. An unconditional acceptance by INNOMOTICS of the goods delivered by the Seller shall not be considered as acceptance of any such deviation.
- 3.5. Unless accepted by INNOMOTICS according to Clause 2, the Seller's general terms and conditions, as well as any other provision in other documents of the Seller (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmations and/or shipping documents) regarding legal terms (e.g. liability, restriction of use, restriction of application and/or restriction of suitability) or any other provisions that change the provisions of these Conditions of Purchase, shall not become binding upon INNOMOTICS. Any reference in the order to the Seller's quotation documents by INNOMOTICS

does not imply acceptance of the Seller's terms and conditions.

- 3.6. Unless expressly accepted by INNOMOTICS in writing, any terms and/or licensing conditions of the Seller or any of its subcontractors (such as EULA) made available in paper or digital form together with the delivery of software products shall not be binding upon INNOMOTICS. In particular, they do not apply if INNOMOTICS or any third party attributable to INNOMOTICS (e.g. employees, consultants, customers of INNOMOTICS) commits an act that, pursuant to those terms and/or licensing conditions, constitutes a basis for the conclusion of a contract. They also do not apply if software registration cards are sent back to the Seller, or approvals are given which are conditional for use of the software products. The Seller shall ensure that according to the contracts with its subcontractors such behaviour does not lead to obligations of INNOMOTICS or third parties who are attributable to INNOMOTICS. If claims are asserted by the Seller's subcontractor, the Seller shall fully indemnify and hold harmless INNOMOTICS and these third parties.

### 4. Delivery Period, Consequences of Delay

- 4.1. Unless expressly agreed otherwise, the period of delivery or performance shall commence on the day the order is issued by INNOMOTICS. If no such period has been agreed, the Seller shall deliver goods and services without delay. For the timeliness of deliveries, the relevant point in time shall be the date of receipt at the place of destination specified by INNOMOTICS. For the timeliness of deliveries involving erection or installation, the relevant point in time shall be the date of acceptance. When foreseeable delays in delivery occur, INNOMOTICS shall be notified immediately and its decision obtained. In that event, the period of delivery or performance shall be extended only if INNOMOTICS has explicitly recognised such extension in writing.
- 4.2. INNOMOTICS is entitled to charge a penalty of 0.5%, however, not more than 10% of the overall gross contract value for each commenced calendar day of delay in delivery. Such penalty is independent of the Seller's fault and any proof of damage. INNOMOTICS reserves the right to claim damages exceeding the amount of the penalty. In the event of a delay, INNOMOTICS is entitled to withdraw from the contract after expiry of a reasonable additional time-limit for delivery granted to the Seller. This would even apply if INNOMOTICS used to accept delayed partial deliveries without reservation before. In the case of a time-sensitive contract, INNOMOTICS shall not be obliged to grant an additional time-limit for delivery.
- 4.3. INNOMOTICS is entitled to take all measures necessary to prevent an imminent delay in delivery / performance at the Seller's cost and risk if it can be foreseen that the Seller would fail to properly deliver or perform by the agreed date. be entitled to.
- 4.4. If a delay in delivery or performance is caused by an omission or lack of assistance by INNOMOTICS despite due written notification, the agreed delivery dates and periods shall be extended by not more than the number of days of delay caused by INNOMOTICS. The Seller shall take accelerating measures regarding its works to make up for

time lost. If the extension exceeds three months the Seller is entitled to claim additional costs.

- 4.5. In the case of early delivery, INNOMOTICS reserves the right to charge the Seller any extra cost, e.g. warehouse and insurance costs, and to effect payment in accordance with the agreed delivery date. Until the agreed date, INNOMOTICS shall only bear the responsibility of a depositary.

## 5. Shipment, Delivery, Passing of Risk, Export Control, Subcontracting

- 5.1. In the case of deliveries involving erection or installation and in the case of services, the risk passes upon acceptance; for deliveries not involving erection or installation the risk passes upon receipt by INNOMOTICS at the place of destination/delivery according to Incoterms®2020. Unless agreed otherwise, DDP (named place of destination) Incoterms®2020 shall apply, if (a) the seat of the Seller and the named place of destination are within the same country or if (b) the seat of the Seller and the named place of destination are both within the European Union, whereby the discharge occurs at the Seller's risk and expense. If neither (a) nor (b) are fulfilled, then DAP (named place of destination) Incoterms®2020 shall apply, unless agreed otherwise. If in this case delivery to construction sites or directly to third parties is agreed, DPU (named place of destination) Incoterms®2020 shall apply.
- 5.2. Unless otherwise agreed, the costs of adequate packaging shall be borne by the Seller. In case transportation costs are borne by INNOMOTICS, notice of readiness for dispatch shall be given together with the information set out in Clause 5.3 hereunder. On INNOMOTICS' request an Innomotics routing order tool must be used by the Seller. Transport shall be arranged by the Seller at the lowest possible cost, insofar as INNOMOTICS has not requested a particular method of delivery or the conclusion of the contract for carriage by INNOMOTICS. Any supplementary costs arising from non-conformity with the transport requirements including costs arising from the non-application of Innomotics routing order tool shall be borne by the Seller. In case DAP/DDP (named place of destination) Incoterms®2020 is agreed, INNOMOTICS may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Seller.
- 5.3. Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.
- 5.4. As far as INNOMOTICS and the Seller agree that the Seller orders the transport of deliveries containing dangerous goods for account of INNOMOTICS, the Seller is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by INNOMOTICS when placing the transport order. The Seller is in these cases also responsible for packing, marking, labelling, etc. in compliance with the regulation relevant to the mode(s) of transport used.
- 5.5. If INNOMOTICS informs the Seller that following the initial transport another transport with a different mode of transport is scheduled, the Seller will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.
- 5.6. Transfer of title shall be upon delivery or acceptance by INNOMOTICS, as the case may be. The Seller shall comply with all applicable export and import restrictions, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all services to be

provided and/or all products to be delivered according to the order. Seller shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.

- 5.7. In particular, Seller represents and warrants that none of its Products nor its Services, provided under the purchase order contain prohibited products and/or services under the Foreign Trade Regulations applicable to INNOMOTICS (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).
- 5.8. The Seller shall advise INNOMOTICS in writing or per e-mail as early as possible but, in any case, prior to the delivery date – and in case of any changes without undue delay – of any information and data required by INNOMOTICS to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in case of resale. In any case Seller shall provide to INNOMOTICS for each product and service:
- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product or service is subject to the U.S. Export Administration Regulations; and
  - all applicable export list numbers; and
  - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
  - the country of origin (non-preferential origin); and upon request of INNOMOTICS, documents to prove the non-preferential origin; and
  - the preferential country of origin, and, upon request of INNOMOTICS, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration).
- 5.9. The Seller shall ensure to render the services only with personnel who are not listed on the relevant national, German, European or US-Sanctions lists as in particular but not limited to the European Union Consolidated Financial Sanctions List (CFSL), the U.S. lists issued by the Department of Commerce (Bureau of Industry and Security B.I.S.), the U.S. lists issued by the Department of Treasury (Office of Foreign Assets Controls OFAC).
- 5.10. Direct supplies to INNOMOTICS' customers shall be made in neutral packaging and with shipping documents in the name and on behalf of INNOMOTICS, where necessary. The Seller shall provide INNOMOTICS with a copy of these delivery notes.
- 5.11. Retention of title of whatsoever nature by the Seller is invalid.
- 5.12. Where prices are quoted without packaging, packaging shall be charged at cost price and stated separately in the invoices. Unless otherwise agreed by the parties, the value of packaging material returned by INNOMOTICS to the Seller for reuse shall be reimbursed by the Seller. The Seller is liable for any damage caused by improper packaging. When delivering hazardous goods, the Seller shall comply with all applicable statutory provisions, in particular those relating to the type and marking of packaging and to the means of transport to be used.
- 5.13. The Seller must perform the works by himself. The Seller may delegate works in partial to a third party (i.e. subcontractor or vicarious agents). The third party performing such works must be approved in writing by INNOMOTICS before such assignment. The Seller must

notify INNOMOTICS in writing of any involvement of a further third party and provide all documents required to approve respective third party.

- 5.14. The Seller undertakes to assign to INNOMOTICS its warranty claims and claims for damages versus its subcontractors. The Seller undertakes to inform its subcontractors of this assignment in writing and provide INNOMOTICS with a conformation. At INNOMOTICS request the Seller provides INNOMOTICS with all documents required to enforce assigned claims. This paragraph shall apply mutatis mutandis to the warranty claims and claims for damages versus the Sellers suppliers.
- 5.15. The Seller undertakes to agree with its subcontractors or vicarious agents that INNOMOTICS, in the event of a termination or cancelation, may take over the contracts between the Seller and its subcontractors regarding the works. At INNOMOTICS request the Seller provides INNOMOTICS with all relevant documents (including but not limited to contracts). This paragraph shall apply mutatis mutandis to the Sellers contracts with its suppliers.
- 5.16. The Seller may only retain or set off counterclaims which have been acknowledged by Innomotics or which have been or have been finally awarded by a judgement which has become legally binding.

## 6. Suspension, Cancellation

- 6.1. INNOMOTICS reserves the right to order the Seller to suspend the performance of the contract at any time. If the performance of the contract is suspended for more than three months, the Seller will have to prove to INNOMOTICS in detail that it has incurred costs resulting from such suspension. However, INNOMOTICS shall not be liable to the Seller for any loss of profits. The Seller may claim compensation only for such proven costs. The Seller may not claim compensation for any costs incurred during the first three months.
- 6.2. INNOMOTICS reserves the right to withdraw from the contract, in whole or in part, at its convenience. In such a case, the Seller is only entitled to charge INNOMOTICS for the services proved to have been properly performed by the date of withdrawal, minus all possible gains and savings arising out of or relating to the withdrawal.
- 6.3. INNOMOTICS also reserves the right to vary the scope of supply or services. The Seller is entitled to a corresponding adjustment in the contract price.
- 6.4. Unless binding provisions of the Austrian Insolvency Act (*Insolvenzordnung*) determine otherwise, INNOMOTICS is entitled to withdraw from the contract as a whole or in part, without prejudice to procedural consequences, if insolvency proceedings are commenced against the Seller or if the Seller's ownership structure changes. The Seller is obliged to immediately inform INNOMOTICS about any such circumstances.

## 7. Invoicing, Set-Off

- 7.1. Invoices must indicate all purchase order details and be submitted to INNOMOTICS immediately after delivery of goods or completion of services. Copy invoices must be marked as duplicates. Invoices shall be worded and structured to facilitate both their comparison with the order and their auditing. Each invoice must show the purchase order number and the purchase order data. Invoices relating to services and installation performed shall be accompanied by time records confirmed by INNOMOTICS. Invoices relating to goods requiring export authorisations shall list all marking requirements fulfilled. If the Seller's main office is within the EU the seller must provide the VAT number not later than the invoice.

- 7.2. INNOMOTICS reserves the right to return invoices which do not to comply with its requirements, in particular those regarding purchase order data or VAT rules, unprocessed. In such a case, invoices are considered as not submitted. Electronic invoices will only be accepted if forwarded to INNOMOTICS via EDI or if the parties have otherwise agreed to send them electronically.

- 7.3. The Seller is not entitled to set off claims it may have against INNOMOTICS against claims INNOMOTICS has against the Seller.

- 7.4. If the Seller changes its bank account the Seller undertakes to inform INNOMOTICS in writing and provide INNOMOTICS an official confirmation issued by the custodian bank at the Seller's expense confirming the Seller's ownership of the new bank account. In case the Seller fails to provide such information, payments by INNOMOTICS to listed or known bank accounts are with discharging effect if such bank account is already registered in the accounting system.

## 8. Terms of Payment

- 8.1. The period within which invoices must be paid commences with INNOMOTICS' unconditional acceptance of delivered goods or services and upon receipt of the properly issued invoice. If the Seller is obliged to provide material tests, test records or quality control documents or any other documentation, deliveries and services will be regarded as fully performed only upon receipt of such documentation.
- 8.2. Unless otherwise agreed, payments are to be made within 60 days net or within 30 days less a discount of 3% at INNOMOTICS' choice. INNOMOTICS is entitled to withhold payment until identified defects are remedied. For the duration of the warranty period, INNOMOTICS may withhold up to 10% of the contract value as an interest-free guarantee deposit. Payment shall not be considered as an acceptance that the goods or services were delivered in accordance with the contract, nor as a waiver of any rights on the part of INNOMOTICS. The Seller bears bank charges incurred by the receiving bank. If, for any reason, an agreed security is not (or no longer) available, the Seller is obliged to provide INNOMOTICS with an equivalent one.
- 8.3. INNOMOTICS is entitled to set off claims of its affiliated companies against the Seller's claims.

## 9. Acceptance, Notice of Defects, Liability for Defects, Product Liability, Product Safety, Intellectual Property Rights, Quality Assurance

- 9.1. The mere receipt or temporary use of deliveries and services or payments made thereof do not constitute an acceptance or waiver of rights by INNOMOTICS. Acknowledgements of receipt issued by the goods receiving department of INNOMOTICS do not constitute a final acceptance by INNOMOTICS of the goods delivered.
- 9.2. The goods are taken over (received) and checked as to their completeness and any visible defects within a reasonable time after their receipt. If random checks show that parts of a delivery do not comply with INNOMOTICS' requirements or do not have the required marketable quality, INNOMOTICS may reject the delivery as a whole. INNOMOTICS shall notify the Seller of any defects detected as soon as possible. However, INNOMOTICS is not obliged to notify defects pursuant to Sect. 377 UGB.
- 9.3. The Seller is required to carry out an adequate inspection of the components provided (e.g. raw materials, building materials) by INNOMOTICS from upstream suppliers, producers and other third parties upon receipt in order to determine any apparent or hidden defects, and to notify INNOMOTICS and the respective supplier, producer and other third party of such defects without delay.



- 9.4. The Seller warrants to INNOMOTICS that it will use best, appropriate and brand-new materials, manufacture the products adequately and in compliance with the underlying technical drawings, and that it will provide for their proper installation. The warranty period for supplies and services by the Seller is two years. The warranty period for products and services that become a fixed part of buildings or land is three years. After rectification of defects notified by INNOMOTICS, the warranty period for the affected product begins to run afresh. The warranty period for deliveries begins with the erection or installation of the delivered products, for services with their acceptance, for deliveries not involving erection or installation with their delivery to the place of destination, for hidden defects with their identification. For deliveries to locations where INNOMOTICS uses the Seller's goods to perform contracts outside its premises, the warranty period begins to run with the acceptance of the services to be rendered by INNOMOTICS by INNOMOTICS' customer. This time-limit is deemed to be observed if INNOMOTICS has asserted warranty claims against the Seller within the aforesaid periods in writing.
  - 9.5. If engineering, advisory, software or documentation services or staff are provided by the Seller, the Seller fully guarantees the correctness and completeness of its information and instructions for a period of two years after their provision.
  - 9.6. INNOMOTICS may assert claims against the Seller pursuant to Sect. 933b of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*; "ABGB"), irrespective of whether the final customer is a consumer or an entrepreneur. The Seller waives the objection of INNOMOTICS' failure to assert warranty claims in a timely manner pursuant to Sect. 933b para. 2 ABGB by INNOMOTICS.
  - 9.7. The Seller's upstream suppliers are regarded as its vicarious agents.
  - 9.8. INNOMOTICS may require the Seller either to immediately remedy defects identified within the above specified warranty periods at the Seller's expense at the place of destination or to provide defect-free goods or services within the set deadline. INNOMOTICS is entitled to claim all costs incurred in connection with the rectification of defects, e.g. installation and removal costs. The Seller shall reimburse INNOMOTICS for any inspection costs if an inspection has revealed defects. In the case of imminent danger, e.g. in order to avoid its own default, or if the Seller fails to rectify defects within a reasonable time, INNOMOTICS shall be entitled to acquire defect-free products from third parties, without prior notification and without prejudice to its warranty claims against the Seller or to repair or have defective goods repaired at the Seller's expense. The Seller shall fully reimburse INNOMOTICS the cost of such repairs, even if it exceeds the cost of repair by the Seller.
  - 9.9. The Seller shall indemnify and hold INNOMOTICS harmless against disputes arising from any patent, copyright, trademark or registered design, and guarantee INNOMOTICS the unrestricted use of the delivered product. Without prejudice to other obligations, the Seller will indemnify and hold INNOMOTICS harmless against any product liability claims raised by third parties against INNOMOTICS as a result of defects in the products delivered by the Seller. The Seller undertakes to compensate INNOMOTICS for costs incurred in connection with a defence against any such claim or in connection with an obligation to repair defective products. The Seller will provide INNOMOTICS with ample proof that it has taken out adequate insurance to cover these risks.
  - 9.10. For a period of 11 years after the last delivery, the Seller shall provide INNOMOTICS upon the latter's request with the names of the respective manufacturers, importers, upstream suppliers without delay, not later however than two weeks after being requested to do so. Furthermore, the Seller will provide INNOMOTICS immediately with appropriate evidence, such as production records and documents specifying production and delivery batches and/or the date of production and delivery to enable INNOMOTICS to oppose product liability claims.
  - 9.11. Installations or products delivered by the Seller must be equipped with the legally and contractually required safety features and have to comply with the applicable safety standards (for installations or parts thereof in particular with those applicable at the place of destination). In any case, the current state of the art and technical rules shall be complied with. In particular, the relevant EU directives, the Austrian Electrical Engineering Act (*Elektrotechnikgesetz*) and any provisions based thereon (as amended) as well as ÖVE or VDE regulations in their currently applicable version, Austrian technical standards (ÖNORMEN), DIN standards, European standards and similar bodies of rules must be complied with. Installations, systems or products delivered by the Seller must bear the CE markings required under the relevant EC directives and Austrian legislation. Upon delivery, the Seller shall provide INNOMOTICS with EC declarations of conformity with short technical descriptions as well as installation instructions and installation requirements, if required. In addition, the Seller shall inform INNOMOTICS about changes in materials, manufacturing procedures, subsupplier parts and EC declarations of conformity in a timely fashion. When delivering equipment designed to be assembled by INNOMOTICS or a third party, the Seller shall provide INNOMOTICS, to the extent necessary, with all documentation required by INNOMOTICS, including assembly schedules, data sheets, installation instructions, processing instructions, storage, operation and maintenance instructions, lists of spare and non-consumable parts etc. Delivered products have to be marked in German and – upon INNOMOTICS' request – in other languages as well. The operating requirements and instructions must be drawn up in duplicate in German and – upon INNOMOTICS' request – also in other languages.
  - 9.12. INNOMOTICS reserves the right to demand proof of the Seller's quality control system and the Seller's documentation of the quality tests executed, and to carry out audits on the Seller's premises at any time. The Seller shall compensate INNOMOTICS for the costs of the audit if defects in the quality control system or errors of the documentation of quality tests are detected in the course of the audit.
  - 9.13. Before a necessary product warning the Seller will inform INNOMOTICS immediately and directly in writing.
- ## 10. Provided Material, Information
- 10.1. Material and information provided by INNOMOTICS remains the property of INNOMOTICS and are to be stored, labelled as property of INNOMOTICS and administered separately at no cost to INNOMOTICS. Their use is limited to the orders of INNOMOTICS only. The Seller shall supply replacements in the event of reduction of value or loss, for which the Seller is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.
  - 10.2. Any processing or transformation of the material and information shall take place for INNOMOTICS. INNOMOTICS shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, INNOMOTICS and the Seller hereby agree that

INNOMOTICS shall be the owner of the new product at all times during the processing or transformation. The Seller shall keep the new product safe for INNOMOTICS at no extra cost and in so doing exercise the duty of care of a merchant.

## 11. Rights of Use

- 11.1. The Seller hereby grants INNOMOTICS the following non-exclusive, transferable, worldwide and perpetual rights:
  - 11.1.1. to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;
  - 11.1.2. to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
  - 11.1.3. to sublicense the right of use under Clause 11.1.2 above to affiliates, to contracted third parties, to distributors and to end customers;
  - 11.1.4. to license to affiliates and other distributors the right to sublicense the right of use under Clause 11.1.2 above to end customers;
  - 11.1.5. to use the Software for integration into other products and to copy the Software, or to allow affiliates, contracted third parties or distributors to use and copy the Software;
  - 11.1.6. to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g., in the context of application service providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
  - 11.1.7. to sublicense the right of use under Clause 11.1.6 above to affiliates, contracted third parties and distributors.
- 11.2. In addition to the rights granted in Clause 11.1 above, INNOMOTICS, affiliates and distributors are authorized to allow end customers to transfer the respective licenses.
- 11.3. All sublicenses granted by INNOMOTICS must contain appropriate protection for the intellectual property rights of the Seller in the Software. All sublicenses must contain any contractual provisions used by INNOMOTICS to protect its own intellectual property rights.
- 11.4. The Seller shall inform INNOMOTICS - at the latest at the time the order is confirmed - whether the products and services to be delivered contain open-source software (OSS) components. In the context of this provision "OSS components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g., GNU General Public License or the MIT License). Should the products and services delivered by the Seller contain OSS components, the Seller shall comply with all applicable OSS license terms and shall grant all those rights to INNOMOTICS and provide all information which INNOMOTICS needs in order to comply himself with the applicable license terms. In particular, the Seller must deliver to INNOMOTICS promptly after the order is confirmed the following:
  - a schedule of all OSS components used including their versions, indicating the relevant licenses, including a copy of the complete text of such licenses and copyright and/or authorship notices;
  - the source code of the relevant OSS, including scripts and information regarding its generating environment insofar as the applicable OSS conditions require this.
- 11.5. The Seller shall by the time of order confirmation at the latest inform INNOMOTICS in writing whether any OSS licenses used by the Seller might be subject to a Copyleft Effect which could affect the products of INNOMOTICS. In

the context of this provision, "Copyleft Effect" means that the provisions of the OSS license require that certain of the Seller's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the OSS license, e.g. only if the source code is disclosed. In case any OSS licenses used by the Seller are subject to a "Copyleft Effect" as defined above, then INNOMOTICS is entitled to cancel the order within two weeks of receipt of this information.

## 12. Special Provisions for Planning and Development

- 12.1. All documentation, including plans, drawings, models and other deliverables, shall become the property of INNOMOTICS upon creation, even if the contract is terminated early, and shall be handed over to INNOMOTICS upon request.
- 12.2. The Seller grants INNOMOTICS an exclusive, transferable and sublicensable right of exploitation, unlimited in time and territory, to use and further develop all results and works under this contract in every manner of use within the meaning of the Austrian Copyright Act (*Urheberrechtsgesetz*), including reproduction, distribution, rental and lending, adaptation/editing, making available to the public, and any form of transfer, and for all usage categories. This right covers what is necessary for performing the services and for works arising from this contract. INNOMOTICS may therefore implement and otherwise use the plans and other documentation, in their original or modified form, without any further participation or approval by the Seller.

## 13. Drawings, Tools, Auxiliary Devices, Authorisations

- 13.1. Drawings and technical calculations shall be made available by the Seller free of charge, where necessary. Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by INNOMOTICS, as well as any materials derived therefrom, shall remain INNOMOTICS' property and shall not be made available to any third party nor be used for any other purposes than those contractually agreed, without INNOMOTICS' prior written authorisation. Tools, patterns, etc., that have been produced at INNOMOTICS' expense, shall become INNOMOTICS' property upon payment.
- 13.2. All tools and related auxiliary devices, in a broad sense, shall be clearly marked as INNOMOTICS' property and protected against unauthorised access or use, or maintained and repaired, if and where applicable. They shall be returned either upon execution or cancellation of the order. Subject to any further rights, INNOMOTICS may demand the return or destruction of such materials if the Seller violates the duties referred to above. The Seller has no right of retention.
- 13.3. The Seller expressly states and warrants towards INNOMOTICS that it is in possession of all industrial authorisations as well as any other authorisations, permits and/or licences necessary to ensure the performance of the services as agreed in the contract and that it will, upon INNOMOTICS' request, make available to INNOMOTICS the respective documents. Insofar as for the performance of the deliveries and services special regulatory approvals, authorisations or inspections are required, such approvals, permissions and inspections will be obtained by the Seller without entitlement to special remuneration in a timely manner.

## 14. Confidentiality, Data Protection

- 14.1. The Seller undertakes to keep confidential information pertinent to INNOMOTICS or the subject matter of the contract, which he has rightfully obtained in connection with the purchase order, unless this information has

become generally known or known to the Seller in another lawful manner. Furthermore, the Seller shall keep confidential the results or partial results obtained by the Seller in fulfillment of the purchase order and use them exclusively for the performance of the present purchase order. In the event that the Seller makes use of a third party for the performance of its contractual obligations, it shall make sure that such third party contractually commits itself to at least the same degree of confidentiality.

14.2. The same applies to personal data relating to INNOMOTICS or any third party, information according to Sect. 38 of the Austrian Banking Act (*Bankwesengesetz*), insider information according to market abuse regulations (Regulation (EU) No 596/2014) etc. that the Seller has acquired in connection with the contract with INNOMOTICS. The Seller shall protect such information from access by third parties, ensure compliance with the statutory data protection regulations, in particular with Sect. 6 of the Austrian Data Protection Act (*Datenschutzgesetz*) and commit its employees (including employees, hired staff, freelancer) dealing with contractually relevant tasks to the same level of confidentiality.

14.3. The Seller's data (commercial register data, address, telephone and facsimile number as well as other information required for correspondence following from modern communication tools, locations, contact persons, ordered goods, and supply volumes) which become known to INNOMOTICS in connection with the respective business transaction will be automatically processed only for the execution of the contract, in particular, for administration and billing purposes. For technical reasons, it may be necessary to store such data on servers of a company that is a member of INNOMOTICS-group or on servers of a service provider.

14.4. The protection of personal data is very important to INNOMOTICS. Therefore, INNOMOTICS processes personal data only in accordance with all applicable data protection and data security regulations. In the course of doing business with suppliers INNOMOTICS processes personal data of contact persons at the Seller, at interested parties (potential suppliers) or at other business partners. Details to the categories of the processed data, the purposes of the processing and its legal grounds can be found in the Data Privacy Policy of the contracting Innomotics company – available in detail on the respective homepage (e.g. [www.innomotics.com/hub/en/general/privacy-notice](http://www.innomotics.com/hub/en/general/privacy-notice)).

## 15. Information, Declaration of Materials, RoHS, Disposal, Packaging, Dangerous Goods

15.1. If the Seller delivers products that are subject to regulatory or other legal requirements with regard to their placement on the market and further marketing in the European Economic Area, or comparable requirements in other countries of use named by INNOMOTICS, the Seller must ensure that the products fulfill these requirements in their version applicable at the time of acceptance (cf. 5.1). The Seller must further ensure that all documents and information necessary for proof of conformity of the products with the applicable requirements can be supplied to INNOMOTICS immediately upon request.

15.2. Notwithstanding any legal information duties, the Seller shall provide INNOMOTICS with all necessary and useful information pertinent to the goods and services to be delivered, in particular, information on proper storage as well as safety data sheets in accordance with EU Regulations in the version applicable as of conclusion of the contract. In addition, the Seller shall raise INNOMOTICS' attention to the possibility of hazardous waste or waste oils arising from the goods delivered by the Seller and shall, in

particular, advise INNOMOTICS on their disposal. Upon INNOMOTICS' request, the Seller shall take back, free of charge, any waste resulting from the ordinary use of the delivered goods or similar products, as defined in the applicable Waste Disposal Act (*Abfallwirtschaftsgesetz*). However, such obligations shall be limited to the amount delivered by the Seller. Should the Seller refuse or should the Seller not be able to accept such waste, INNOMOTICS shall be entitled to dispose of it at the Seller's expense.

15.3. The Seller ensures that deliveries under the order are RoHS-compliant and therefore in conformity with the EC Directive on the Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment (EU Regulations in the version applicable as of conclusion of the contract) at the time of delivery. In the event that deliveries fail to comply with this EC Directive, the Seller shall – without prejudice to any warranty claims INNOMOTICS may raise – compensate INNOMOTICS for any damage arising from such non-compliance.

Should the Seller deliver products, substances of which are set out in the so-called "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), the Seller shall declare such substances and provide information as requested in the offer or the dedicated confirmation of the order. Additionally, the Seller has to submit existing referencing SCIP numbers. Supplementary the supplier can declare such substances also in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Seller or INNOMOTICS or at the place of destination named by INNOMOTICS.

15.4. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Seller will inform INNOMOTICS hereof in a form agreed upon between Seller and INNOMOTICS, but in no case later than the date of order confirmation.

15.5. Any transport, sales and service packaging of domestic supplies to INNOMOTICS must be disposed of by the Seller exclusively through Altstoff Recycling Austria AG ("ARA AG"). The Seller shall indemnify INNOMOTICS for any costs arising from a lack of disposal or from disposal by a collecting and disposing system other than that of ARA AG.

## 16. Legal Succession and Assignment of Contracts

16.1. INNOMOTICS may assign its rights and obligations arising from the contract with the Seller to another company within the INNOMOTICS group. The Seller has no right to cancel the contract for reasons of such assignment.

16.2. Contracts between INNOMOTICS and Seller shall not be assigned without the prior written consent of INNOMOTICS.

## 17. Anti-corruption

The Seller shall notify INNOMOTICS – at the latest upon submission of the Seller's offer to INNOMOTICS – in writing if the Seller or members of its management board have been sentenced by final judgment of a national court for corruption of a public officer within the last five years prior to the submission of the Seller's offer to INNOMOTICS, and, without undue delay, if the Seller or members of its management board are charged with corruption of a public officer before a national court at any time between submission of the Seller's offer to INNOMOTICS and acceptance of the supplies/services of the Seller pursuant to Clause 9.2. Such notification shall ensure compliance



with the requirements laid down by the OECD Recommendation on Anti-Corruption.

## **18. Code of Conduct, Security in the Supply Chain, Cartel Damages**

- 18.1. The Seller is obliged to comply with the laws of the applicable legal system(s). In particular, the Seller will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Seller will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Seller shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Seller shall reduce the emission of air pollutants (especially CO<sub>2</sub>) and protect natural resources such as soil, water and air. The Seller shall provide a protected grievance mechanism to report
- 18.2. possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers.
- 18.3. The Seller shall strongly support the efforts of INNOMOTICS regarding security in the supply chain, which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) in terms of WCO SAFE Framework of Standards. Upon request of INNOMOTICS, the Seller shall without undue delay sign and return to INNOMOTICS a written declaration on security in the supply chain provided by INNOMOTICS, which will be consistent with - depending on the registered office of the Seller - the requirements of the European Commission according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless the Seller itself owns the status of AEO or a comparable status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing an authorization or certificate respectively
- 18.4. In addition to other rights and remedies INNOMOTICS may have, INNOMOTICS may terminate the contract in case of breach of the obligations under Clause 18 by the Seller. However, provided that the Seller's breach of contract is capable of remedy, INNOMOTICS' right to terminate is subject to the proviso that such breach has not been remedied by the Seller within a reasonable grace period set by INNOMOTICS.
- 18.5. If the Seller violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behaviour, in relation to the deliveries and services supplied to INNOMOTICS, the Seller shall pay to INNOMOTICS liquidated damages in the amount of 15% (fifteen percent) of the total remuneration for the relevant deliveries and services during the relevant period.
- 18.6. Notwithstanding Clause 18.4, both parties shall be entitled to prove that INNOMOTICS' actual damages are higher or lower than the liquidated damages amount, in which case such actual damages shall be payable pursuant hereto. All other contractual or statutory rights and claims of INNOMOTICS remain unaffected.

## **19. Cybersecurity**

- 19.1. The Seller shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Seller Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system

consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

- 19.2. "Seller Operations" means all assets, processes and systems (including information systems), data (including INNOMOTICS data), personnel, and sites, used or processed by the Seller from time to time in the performance of this contract.
  - 19.3. Should products or services contain software, firmware, chipsets or integrated circuits:
    - The Seller shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g., OWASP standards;
    - the Seller shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
    - the Seller shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to INNOMOTICS remedying vulnerabilities for the reasonable lifetime of the products and services;
    - the Seller shall provide to INNOMOTICS a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to INNOMOTICS;
    - the Seller shall grant to INNOMOTICS the right, but INNOMOTICS shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support INNOMOTICS;
    - the Seller shall provide INNOMOTICS a contact for all information security related issues (available during business hours).
  - 19.4. The Seller shall promptly report to INNOMOTICS and the following Innomatics Cybersecurity contact addresses all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Seller Operations, services and products, if and to the extent INNOMOTICS is or is likely to be materially affected.
  - 19.5. The Seller shall take appropriate measures to achieve that its subcontractors and sellers shall, within a reasonable time, be bound by obligations similar to the provisions of this Clause 19.
  - 19.6. Upon INNOMOTICS' request, the Seller shall provide written evidence of its compliance with this Clause 19 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).
- ## **20. Place of Performance, Applicable Law, Place of Jurisdiction**
- 20.1. The place of performance for deliveries or services shall be the place of destination. For payments, the place of performance shall be the registered office of INNOMOTICS.
  - 20.2. Austrian law shall apply with the exception of such legal provisions that make reference to the law of other countries. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.
  - 20.3. Disputes, in particular those relating to the formation of contract or any claims arising thereunder, shall be exclusively decided by the Vienna Commercial Court. However, INNOMOTICS shall also be entitled to bring

# INNOMOTICS

proceedings against the Seller before any other court, e.g. before the Seller's court of general jurisdiction.

20.4. The Seller shall compensate INNOMOTICS for any costs necessary for bringing appropriate legal action, in particular for attorneys' fees, and for any pre-trial expenses incurred by INNOMOTICS.

## **21. Severability, Proviso**

21.1. The invalidity of individual provisions shall not affect the validity of the remaining provisions of the contract. In such a case INNOMOTICS and the Seller will agree on a valid provision of economically equivalent content.

21.2. INNOMOTICS shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.