

## Terms and Conditions for Framework Orders

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#### 1. Contract Formation/Written Form/ Changes

1.1 Kiepe Electric Ges.m.b.H., Austria Vienna (KVI), as the client (hereinafter referred to as "Client") shall place its purchase orders on the basis of its Terms and Conditions for Framework Orders and the technical specifications agreed upon with the contractor (hereinafter referred to as "Contractor"; collectively with the Contractor referred to as "Parties"). References to the offer documents of the Contractor made by the Client in its orders shall not be deemed acceptance of the Contractor's terms and conditions. If the Client takes delivery of the goods/services without expressly objecting thereto, it may, under no circumstances, be derived therefrom that the Client has accepted the Contractor's terms and conditions of delivery.

#### 1.2

In the event of inconsistencies, the following documents to be provided by the Client – to the extent they are applicable and available – shall apply as amended from time to time in the following order:

- Order changes and/or orders
- Framework orders
- Project/product-specific terms and conditions
- Technical specifications, test and data sheets
- 2D and 3D drawings
- List of applicable work instructions of KVI and related documents
- Specifications for documentation of KVI
- Quality assurance specifications
- Standard configuration management
- General logistics provisions of KVI
- These Terms and Conditions for Framework

- Orders
- Technical offer by the Contractor / technical specifications of the Contractor

1.3 Purchase orders, agreements and changes shall only be binding if made or confirmed in writing by the Client. Arrangements made verbally or by telephone shall be confirmed in writing in order to be legally valid. The same shall apply to verbal side agreements and amendments of the contract.

If so requested by the Client, purchase orders, call-offs as well as changes and supplements thereto may also be effected by data transmission, e.g. coded electronic mails (e-mails) or fax.

The requirement of written form under these Terms and Conditions for Framework Orders shall also be deemed met if data transmission, e.g. e-mails or fax, is used.

The Contractor undertakes to complete the pre-printed purchase order confirmation, which is attached to the framework order, as described in the following and to return it to the Client. After the dates of arrival have been entered in the column headed "confirmed date" ("*bestätigter Termin*"), the confirmation shall be stamped, signed and returned to the Client by fax within 5 business days. The Client reserves the right to cancel the purchase order if it has not received a written purchase order confirmation within such period starting from the date the order was placed.

Moreover, the Contractor undertakes to provide the following data – if applicable – in the order confirmation, the delivery note and the invoice for goods and/or services (hereinafter referred to as "Delivery Documents"):

- Name and address of the Contractor
- Place and date of issue of the Delivery Documents
- Order confirmation number
- Order number of the Client
- Order response number
- Customs tariff number acc. to the Austrian Customs Duty Tariff ("*Österreichischer Gebrauchszolltarif*")
- ARA ("*Altstoff Recycling Austria AG*") license number of the Contractor
- Export list number (AL and/or ECCN number)
- Country of origin and country of provenance
- EORI number
- Serial numbers, commercial designation, number and quantity unit of products ordered
- Dimensions incl./excl. packaging, and net weight per delivered item
- Type of packaging and markings
- Terms and conditions of delivery
- Delivery date
- Place of delivery and place of performance
- Transport type and route

The Client reserves the right to cancel the purchase order without any reimbursement of costs if the order confirmation deviates from the order. Details provided in the purchase order but not listed in the order confirmation shall be deemed confirmed.

During the entire contract term, the Client may change, within a reasonable time period, lot sizes as well as delivery dates without any extra costs for the

Client. Unless the Contractor objects to such changes within a period of 5 business days, the changes shall be deemed accepted.

Correspondence shall be maintained exclusively with the Client's purchasing department. In particular contractual changes (of a commercial and/or technical nature) shall only be binding if proposed in writing by the Client's purchasing department or accepted in writing. If necessary, the Contractor shall demand compliance with the requirement of written form and must not rely on an implied waiver of such requirement.

1.4 No remuneration shall be paid for visits or for the preparation of offers, projects, etc..

1.5 The Contractor undertakes to hand over to the Client, together with the offer, a fully completed safety data sheet in accordance with the relevant provisions of Austrian and European law and a product-specific accident leaflet (transport) for all materials (substances, preparations) and objects (e.g. goods, technical equipment, uncleaned empties) which might be a hazard to the life and health of persons, to the environment and to objects due to their nature, properties or condition and which therefore, pursuant to applicable provisions, require special treatment regarding packaging, transport, storage, handling and waste disposal.

Should there be any change in materials or in the prevailing legal situation, the Contractor shall provide the Client with updated data sheets and leaflets throughout the entire term of the purchase order and for a period of 2 years from the date of the last delivery and/or service.

1.6 Changes in the subject matter of the contract may also be requested by the Client after the contract has been entered into if they are reasonably acceptable to the Contractor. In case of such changes in contract, the consequences for both sides, in particular regarding extra or reduced costs and delivery dates, shall be adequately taken into consideration. Changes resulting in extra or reduced costs for the Contractor of less than 5% of the total delivery amount shall be carried out by the Contractor without any change in price or delivery date.

1.7 The Client shall inform the Contractor without delay of any suspension of the purchase order or of parts thereof. In such a case, the Contractor shall, at the request of the Client, store the components affected by the suspension for a period of at least 6 months starting from receipt of the announcement of the suspension without any additional costs for the Client. The further steps to be taken shall be agreed upon by the Client and the Contractor.

1.8 The Contractor shall not be entitled to pass on the full purchase order or material parts thereof to third parties without the prior written approval of the Client. If the Client gives its approval, the Contractor shall continue to remain responsible for the performance of the contract. The Contractor shall be liable for the fault of all persons used to fulfill its obligations to the same extent as for its own fault.

#### 2. Non-Disclosure

2.1 Der Contractor shall treat the entry into the contract confidentially and shall obtain the written approval of the Client prior to referring to any business relations with the Client in any publications e.g. advertising material and customer reference lists, etc..

2.2 The Parties undertake to treat as business secrets all non-obvious entrepreneurial or technical details they get to know in the course of their business relationship. This obligation shall also be imposed on subcontractors.

2.3 Should either of the Parties realize that confidential information is in the possession of an unauthorized third party or that a confidential document was lost, it shall inform the other Party thereof without delay.

#### 3. Prices / Shipment / Packaging

3.1 The agreed prices are fixed prices, exclusive of statutory value-added tax. In the case of projects agreed upon on the basis of these Terms and Conditions for Framework Orders, these fixed prices shall apply until completion of the project. Unless otherwise agreed upon, the prices shall include all costs for packaging and transport up to the address for shipment and/or point of use indicated by the Client as well as charges for customs formalities and customs duties.

3.2 As a rule, a delivery note which includes all required components of the order confirmation – to the extent they are applicable – shall be included with every delivery. Such details shall be attached to all documents such as delivery notes, order confirmations, invoices, test reports and acceptance test certificates.

In addition, if so requested by the Client, an acceptance certificate according to EN 10204 as amended from time to time shall be attached to every delivery. In the case of delivery to the Client's, all related documents according to the above provisions shall be affixed to the outside of the packing units, protected against climatic influences and the like. Moreover, copies of these documents shall be attached to the delivery note. Deliveries shall only be deemed made in conformity with the contract if the requested documents were delivered together with the goods. Missing documents and/or defective delivery shall be regarded as default in delivery and shall give rise to liability according to Item 7.1. hereof. Moreover, the Client reserves the right to refuse acceptance at the expense and risk of the Contractor.

3.3 Exclusively the unit numbers and delivery dates mentioned in the attached order confirmation shall be deemed agreed upon. The Client shall only be obligated to take delivery as specified in such confirmation. Over or under-deliveries and part deliveries shall only be acceptable upon prior written agreement with the Client.

3.4 If necessary, the packaging shall be designed for transport with standardized lifting equipment (e.g. forklift, crane) as customary in the rail vehicle industry in such a manner that any damage of the goods to be

- delivered is excluded.
- 3.5 In the case of heavy parts, devices for transport with lifting equipment and/or the places where lifting devices may be affixed shall be indicated. Any use of special transport tools shall be avoided. Any damage to the delivered goods caused by improper packaging or labelling shall be borne by the Contractor.
- 3.6 When delivering hazardous materials, the respective statutory provisions including, without limitation, the conditions to be met regarding the design and labelling of the packaging shall be complied with.
- 3.7 Specifications of the Client regarding mode of transport, forwarding agent and shipping regulations shall be observed. Should measures to speed up the transport become necessary through the fault of the Contractor, the extra costs incurred in this connection shall be borne by the Contractor.
- 3.8 The goods shall be shipped at the risk of the Contractor. The risk of any kind of deterioration including accidental destruction shall pass to the Client upon delivery of the goods at the address for shipment and/or point of use specified by the Client.
- 3.9 The Contractor's obligation to take back the packaging is governed by the statutory provisions of the respective country of delivery (*country to which the order is delivered*). The goods shall be packed so as to avoid transport damage. Packaging material shall only be used to the extent needed to meet this purpose. Exclusively environmentally friendly packaging material should be used.
- As an Austrian contractor, the Contractor shall comply with the Austrian Packaging Ordinance ("*Verpackungsverordnung*") as amended from time to time. It shall be obligated to indicate the ARA license number, weights and all other necessary details on the delivery note. If the Contractor does not use a third party to dispose of the packaging, this shall be pointed out in the order confirmation and the packaging material shall, without delay, be collected from the place indicated by the Client (address for shipment/point of use) and disposed of at the Contractor's expense in accordance with the Packaging Ordinance.
- If the Contractor is in default on the collection or disposal, the Client shall be entitled to store, dispose of or have disposed of by third parties the packaging material at the expense and risk of the Contractor.
- Residues or residual substances from delivery items which are to be classified as "waste" or "hazardous waste" after their intended use shall be taken back and disposed of by the Contractor at its expense and risk.
- 3.10 The Contractor undertakes to furnish, for import and export purposes, a (long-term) supplier's statement for every single product and for every single service, indicating their non-preferential or preferential origin (in case of European suppliers). If the goods or services originate in the European Union, the actual country of origin shall be indicated, the indication of the code of origin "EU" shall not suffice.
4. Invoicing / Payment
- 4.1 After the goods have been delivered/the services have been performed, invoices composed of all elements requested in the order confirmation, together with all related documents and data, shall be submitted to the Client separately and in adequate form. In addition, the VAT number applicable to the respective transaction and valid bank account details shall be indicated. Invoices which are not submitted properly shall only be deemed received by the Client after they have been corrected.
- 4.2 All deliveries shall be made free from any retention of title and third-party rights. Such reservations shall be void in any case without any further objection on the part of the Client being necessary.
- 4.3 Upon complete performance of all deliveries and services agreed, payment to the Contractor shall be made within 14 days with a 3% discount or net within 90 days.
- All payments shall be made using means of payments of the Client's choice.
- Payment shall be made subject to the proper performance of the contract and correctness of the price and the calculation. In the case of defective delivery, the Client shall be entitled to retain payment within a reasonable extent until the contract has been performed properly.
- Should the Client identify errors in the statement of account or in the underlying documents within two years from the final payment and inform the Contractor accordingly, the Contractor shall be obligated to reimburse the Client for the excess amounts received by the Contractor. The Contractor shall not be entitled to assert lapse of unjust enrichment. If the Client exercises this right, it shall credit any errors identified which were to the benefit of the Contractor against its claim for reimbursement. The time limit shall not apply to claims of the Client arising from unlawful acts.
5. Dates / Default / Force Majeure
- 5.1 Agreed dates shall be binding. Delivery dates or delivery periods shall be deemed observed if the goods are received at the place of receipt or point of use indicated by the Client on such dates or within such periods. Services shall be deemed performed in a timely manner if the work of the contractor is completed and ready for acceptance and/or is delivered and the complete documentation required by law or ordinance or contractually agreed upon, in German unless otherwise agreed upon, e.g. licenses, test certificates, certificates of conformity, operating and maintenance instructions, spare parts lists, user manuals is delivered on the agreed dates or within the agreed deadlines.
- 5.2 The Contractor undertakes to continuously monitor the order progress. If the Contractor realizes that an agreed date is at risk of not being met, it shall inform the Client thereof without delay, stating the reasons and the expected duration of the delay in an order change notification per e-mail or fax, specifying the purchase order and/or item(s) affected by the delay. In such case, the Contractor undertakes to take all measures necessary to ensure that the agreed delivery date is still met or the delay is kept as short as possible and shall inform the Client about the measures already taken and still intended to be taken.
- Under no circumstance shall the notification of an expected delay change the agreed delivery date.
- In any case, the Client shall be entitled, for the purposes of delivery date monitoring, to enter the production facilities of the Contractor and its subcontractors at any time and, in agreement with the Contractor, initiate measures to make up for the delay.
- 5.3 The Contractor shall be liable for any default in accordance with Item 7 of these Terms and Conditions.
- 5.4 The Contractor may only invoke failure to provide necessary documents, data, supplies and the like to be delivered by the Client if the Contractor has not received them within a reasonable time period following a written reminder.
- 5.5 Force majeure including, without limitation, events of war and strike (including in third countries), natural disasters which render the procurement of raw materials or the processing of the goods to be delivered difficult or impossible shall release the Parties from their performance obligations for the duration of such disruptions and to the extent of their effect on these obligations. The Parties shall be obligated, to the extent reasonably acceptable, to provide the necessary information without delay and to adjust their obligations to the changed circumstances in good faith.
- 5.6 In the case of permanent inability to deliver (e.g. in case of bankruptcy) the Client shall be provided with all documents required for purchasing the components, for manufacturing, for testing as well as for all activities necessary to obtain a replacement and/or substitute manufacturing of the goods and/or services ordered. Moreover, all permits that are required to take over the manufacturing and/or performance of the services shall be handed over to the Client.
- 5.7 In the event that goods are delivered before the agreed delivery date, the Client reserves the right to return them at the expense of the Contractor. If goods that have been delivered early are not returned, they shall be stored at the Client's until the delivery date at the expense and risk of the Contractor. In the case of early delivery, the Client reserves the right to make payment no earlier than on the agreed due date.
6. Guarantees / Representations / Warranty
- 6.1 The Contractor guarantees and represents that all deliveries/services shall be state-of-the-art and in conformity with the applicable legal provisions as well as rules and guidelines of public authorities, professional associations and trade associations. Moreover, the Contractor guarantees and represents that the deliveries/services shall be free from third-party rights and that the Contractor has the unrestricted right of disposal. The Contractor represents to the Client the use of adequate materials, proper construction or build and execution, perfect function, achievement of the agreed services at the agreed conditions, for a required life span of at least 30 years for mechanical components and at least 20 years for electrical components.
- Should it be necessary to deviate from these provisions in an individual case, the Contractor shall obtain the written approval of the Client. Such approval shall not restrict the Contractor's warranty obligations. If the Contractor has concerns regarding the type of execution requested by the Client, the Contractor shall inform the Client thereof in writing without delay.
- 6.2 The Contractor undertakes to use environmentally friendly products and procedures, to the extent economically and technically feasible, for its deliveries/services and also for deliveries or ancillary services made or provided by third parties.
- 6.3 In the case of purchase contracts and contracts for work and materials, the Client shall immediately notify the Contractor in writing of any obvious defects of the deliveries as soon as they have been identified in the ordinary course of business. In any case, the notification shall be deemed to have been made without delay if it is made within two weeks from receipt of the delivery by the Client. Defects which are detectable at a later point in time shall be notified to the Contractor by the Client within two weeks from obtaining knowledge of such defects.
- For the purpose of preparing and/or processing a non-conformity report, the Contractor shall be charged with a lump sum of EUR 100.00 per non-conformity report, notwithstanding any claims for damages. Should the Contractor request any additional proof and documentation regarding the defect alleged by the Client, it shall reimburse the Client for any costs arising in this connection.
- 6.4 At the request of the Client, the Contractor shall, at the choice of the Client either through subsequent improvement or substitute delivery, remedy all defects of the delivery/service notified by the Client during the warranty period, including failure to achieve guaranteed data or to meet special performance requirements, without delay and without payment, including any ancillary costs. Ancillary costs shall include, without limitation, costs incurred for finding the error, removing the defective part and installing the spare part, as well as fees for experts and transport costs.
- The Contractor shall, within 36 hours, take noticeable measures aimed at removing the defect. If subsequent improvement/substitute delivery is not possible or fails to be successful, or if it is delayed or refused beyond a reasonable time period specified in writing by the Client, the Client shall be entitled to the statutory rights of rescission of contract or reduction in price.
- The right to assert claims for damages is expressly reserved. This shall also apply to claims for damages on grounds of non-performance.
- 6.5 If the Contractor through its own fault fails to meet its

- warranty obligation within a reasonable time period set by the Client, the Client may, at the expense and risk of the Contractor, take the necessary measures itself or have them taken by third parties, without prejudice to the warranty obligations of the Contractor.
- In urgent cases the Client shall, at the expense and risk of the Contractor and after having consulted the Contractor, perform the subsequent improvement itself or have it performed by third parties. Should the prior consultation of the Contractor be impossible, the Client shall immediately initiate the necessary measures and inform the Contractor thereof without delay, without this affecting the warranty obligation of the Contractor. The Client shall be entitled to charge the necessary expenses to the Contractor. The same shall apply if the performance/subsequent improvement is not reasonably acceptable to the Client, in particular in case of imminent danger or if extraordinarily high damage could be caused.
- 6.6 The warranty period shall be 48 months from written confirmation of acceptance of the delivered goods by the Client or by a third party nominated by the Client, however, not more than 60 months from delivery to the place of receipt and/or point of use specified by the Client.
- The warranty period for spare parts shall be 2 years from installation/start of operations.
- 6.7 Starting from the day of receipt of the notification of defects the period of limitation shall be suspended until the defect has been remedied or the Contractor has refused to remedy the defect.
- From the date of the improvement and/or redelivery of the repaired parts or the substitute delivery, the warranty period shall commence to run anew for the improved or replaced parts.
- 6.8 Warranty claims shall become time-barred 6 months after notification of the defects within the warranty period, however, not before the end of the warranty period.
- 6.9 The official approval of documents or our delivery or approval of drawings, calculations and other technical documents shall not limit the sole responsibility of the Contractor for defective performance. The same shall apply for instructions, proposals and recommendations of the Client unless the Contractor objects to them in writing.
- 6.10 If immediate rectification of the defects is impossible due to the operating conditions, the Contractor shall provisionally improve the defects without delay unless this would result in unreasonable extra costs. The defects shall then be finally removed as soon as the operating conditions allow for it.
- 6.11 As a special performance requirement, the Contractor represents that its deliveries and services are fit for use in rail vehicles and electrically operated buses.
7. Liability
- 7.1 If the delivery/service of the Contractor is defective, if the Contractor violates its contractual duties of due diligence, care and information or other contractually agreed ancillary obligations, or if the Contractor fails to meet agreed dates (breach of contract), the Contractor shall be liable to the Client for any damage arising therefrom, without any evidence for a claim on the merits being required other than that of an objective breach of duty and a causal connection with the damage incurred.
- In the event of a default in delivery within the responsibility of the Contractor, the Client shall be entitled, without having to prove that damage has been caused, to charge a penalty of 2% of the delayed delivery lot for each calendar day of the delay.
- In the event of default in delivery, a minimum amount of EUR 100.00 and a maximum amount corresponding to 15% of the total order value under civil law may be charged per calendar day and in the event of missing documentation a minimum amount of EUR 40.00 and a maximum amount corresponding to 5% of the total order value under civil law may be charged per calendar day. The contractual penalty for default in delivery may be asserted until the last payment under the framework order, even if the Client has not expressly reserved the right to do so when accepting the delayed delivery/service.
- In the case of serial damage, the Client shall be entitled to instruct the Contractor to immediately carry out an overhaul (quick rolling wave inspection and improvement/remedy of damage) of all products or services already delivered and of all similar products still to be delivered, or to have such overhaul carried out by way of substitute performance, and to charge the Contractor with all costs incurred for such substitute performance.
- Serial damage shall be deemed to have occurred if 5% and in any case, however, at least 3 items of the delivered products or parts of the services show the same defect.
- 7.2 To the extent that, according to statutory provisions, the liability of the Contractor depends on whether the Contractor is responsible for the breach of contract, the Contractor may release itself from liability by providing evidence for the absence of fault. The Contractor shall be liable for any fault of its performing agents and vicarious agents and its suppliers as if it was its own fault. The Contractor may not release itself from liability by proving that it has properly selected and monitored the vicarious agents or suppliers.
- 7.3 If the agreed date cannot be met due to circumstances within the responsibility of the Contractor, the Client shall be entitled, after having set a reasonable grace period to no avail, to rescind the contract and to claim damages on grounds of non-performance. Irrespective thereof, the Client reserves the right to carry out a substitute transaction in the form of replacement by third parties, in which case the extra costs incurred for the replacement shall be borne by the Contractor. If a transaction for delivery on a fixed date was agreed, the rescission shall be effective without a grace period being required.
- 7.4 Even in the event of a default through no fault of the Contractor, the Client shall be entitled, at its own choice, to either insist on performance of the contract or to rescind the contract after having set a reasonable period of grace. The Client shall also be entitled to rescind the contract if, at first, the Client requested performance and the Contractor once again defaulted on the performance. If a transaction for delivery on a fixed date was agreed, the rescission shall be effective without a grace period being required.
- 7.5 Should a breach of contract pursuant to Item 7.1 hereof give rise to claims on grounds of loss of production and/or lost profits, the Client shall assert these claims only if the Contractor is liable for gross negligence or intent.
- This limitation of liability shall not affect any claims for damages in the form of reimbursement of costs for measures required to prevent or minimize production difficulties and/or production losses. Claims arising from offences under statutory liability in tort or strict liability shall also remain unaffected.
- The above restriction of liability shall not apply if insurance cover under insurance policies maintained by the Contractor exists.
- 7.6 The liability clauses of Items 7.1, 7.2 and 7.5 hereof shall apply analogously to claims for damages of the Contractor against the Client.
- 7.7 If the Contractor is liable, it shall indemnify the Client against all third-party claims without the restrictions pursuant to Item 7.5 hereof.
- 7.8 If claims are asserted against the Client on grounds of violation of official safety provisions or on grounds of defectiveness of a product under Austrian or foreign regulations or laws on product liability, and the product be traced back to the goods delivered by the Contractor, the Client shall be entitled to demand compensation for such damage from the Contractor to the extent that the damage was caused by the products delivered by the Contractor. Damage shall also include the costs of a precautionary product recall.
- 7.9 The Contractor shall maintain third party liability insurance cover in a sufficient amount, however, at least in the amount of EUR 1 million. The Contractor shall take out insurance, in a reasonable amount, against all risks arising from product liability including the risk of a product recall. At the request of the Client, the Contractor shall provide evidence of such insurance.
8. Quality Management
- 8.1 At the request of the Client, the Contractor shall set up and/or provide evidence of an existing quality management system (e.g. DIN EN ISO 9000 ff) and/or environmental protection management system (e.g. quality management). The Client reserves the right to make an on-site inspection as to the effectiveness of such quality management system.
- If the type and scope of the inspection as well as the testing equipment and methods have not been fixed, the Client shall, at the request of the Contractor, be prepared to discuss, within the bounds of its capabilities and expertise, the testing with the Contractor in order to determine the required state of the testing technology in each case.
- 8.2 Irrespective thereof, the Contractor shall regularly monitor the quality of the goods to be delivered.
- 8.3 If quality assurance specifications have been agreed with the Contractor, the parts to be determined by the Client shall be tested in line with such specifications. In such case, successful testing shall be a prerequisite for delivery in conformity with the contract. The testing shall be scheduled in such a manner that it does not cause any delay in delivery. The Client and/or third parties nominated by it shall be entitled to participate in the testing and shall therefore be informed of the inspection date in a timely manner. The costs for the testing shall be included in the agreed order price.
- 8.4 The Contractor undertakes to observe internationally recognized and applicable Corporate Compliance provisions and to take, upon request, adequate measures to provide evidence of the observance of such provisions.
9. Intellectual Property Rights and Rights of Use
- 9.1 The Contractor guarantees and represents that all deliveries/services are free from third-party intellectual property rights and in particular that the delivery and use of the delivered goods does not infringe any patents, licenses or other intellectual property rights of third parties or patent applications pending at the time of acceptance.
- 9.2 The Contractor indemnifies the Client and its customers against all third-party claims arising from violations of intellectual property rights and shall, at first request, also bear all costs incurred by the Client in this connection.
- 9.3 The Client is entitled to obtain, at the expense of the Contractor, the license for using the delivered items and services concerned from the respective holder of rights.
10. Spare Parts and Supplies
- 10.1 The Contractor undertakes to deliver spare parts and/or complete units that are compatible in form, fit and function with the ordered products for a period of at least 30 years from the date of the last delivery.
- 10.2 At the request of the Client, the Client's logo shall be affixed to the spare parts for products against reimbursement of costs.
- 10.3 The Client shall be entitled to supply parts for ordered products or services. The costs for the installation of such parts by the Contractor shall be included in the order price. Materials supplied by the Client shall remain the property of the Client and shall be properly stored by the Contractor free of charge and labelled in such a manner that they can easily be identified as the property of the Client. The Contractor shall be liable for loss, destruction or damage of the supplied parts and shall take out adequate insurance for such goods. Upon request, the Client shall provide evidence of the insurance cover it has obtained.
- Before they are installed into the ordered goods, the

- parts supplied by the Client shall be tested by the Contractor as to their identity, quantity and functionality; this testing shall also be included in the order price.
- 10.4 During the warranty period for delivered products and during the delivery periods promised pursuant to Item 10.1 hereof, the Contractor shall ensure quick availability of spare parts by means of a consignment warehouse which may be acquired by the Contractor at serial prices if necessary.
- The Contractor shall ensure that within the warranty period all spare parts required are received by the supplier named by the Client within 48 hours from the Client's request.
- 10.5 The Contractor shall label spare parts as spare parts and pack them separately before sending them to the Client. Spare parts which have been developed exclusively for the Client may be sold only to the Client, unless the Client expressly approves of a sale to third parties.
11. Termination of Contract
- 11.1 In the event that the Contractor ceases payment or insolvency proceedings are instituted against the Contractor's assets, the Client shall be entitled to refuse performance of the contract in full or in part and to claim damages for non-performance provided that the criteria of sec. 25a of the Austrian Insolvency Code ("*Insolvenzordnung, IO*") are met.
- If the Contractor defaults on a performance which became due after the insolvency occurred, this shall be deemed good cause entitling the Client to rescind the contract after having set a reasonable period of grace.
- The Client shall, in the event of imminent or actual insolvency of the Contractor, be entitled to provide or demand adequate security for its claims arising from warranty and non-performance. In particular, it shall be entitled to provide security for potential warranty claims for the duration of the relevant warranty periods. In order to secure its claims, the Client shall in particular be entitled to retain a security deposit.
- 11.2 The Client shall be entitled to terminate the contract at any time. The Client shall also be entitled at any time to suspend, postpone or transfer to a third party (suspension clause) the full contract or parts thereof. Suspension or postponement shall, however, only be admissible for a maximum period of 12 months.
- If the Client terminates the contract due to reasons beyond the responsibility of the Contractor, the Contractor shall only receive compensation for those deliveries and services ordered and completed by the date of termination as well as reimbursement for direct costs for work started and materials that can no longer be avoided or used for other orders (e.g. order-specific materials). During the period of suspension or postponement, the rights and obligations under the contract are merely deferred and the contract itself shall remain unaffected.
- In the event of termination for good cause, the Contractor shall be entitled to the full compensation for deliveries/services already performed and for costs resulting from the purchase order which could no longer be averted; the Contractor shall not be entitled to any other claims. Good cause exists if the Client is no longer interested in the performance of the contract for compelling legal, economic or operational reasons and/or if a material adverse change in the financial circumstances of the Contractor has occurred.
- The option of cancelling the contract according to general statutory provisions (e.g. in the case of default, defective performance, etc) shall remain unaffected. In such case, the Contractor shall only be entitled to compensation for such deliveries/services which are economically exploitable for the Client. The Client reserves the right to assert claims for damages.
- 11.3. In the event that the Contractor becomes insolvent or discontinues its business operations, it undertakes, should there be any delivery or service obligations not yet fully completed, to provide the Client, free of charge, with all facilities, tools and technical documentation necessary for the performance of the delivery or service as well as with the source codes of software specifically developed for the respective purchase order so that the Client may either perform the delivery and service itself or have it performed by third parties. The Contractor shall only be reimbursed for the expenses incurred for such activities. The Contractor shall not receive any separate remuneration.
12. Severability
- Should individual parts of these "Terms and Conditions for Framework Orders" prove to be legally invalid, this shall not affect the validity of the remaining provisions.
13. Place of Performance / Language / Jurisdiction / Supplementary Law
- 13.1 Unless otherwise expressly agreed, the place of performance for deliveries shall be place of receipt and/or point of use indicated by the Client.
- The place of performance for payments shall be any place where the Client maintains a bank account with a credit institution.
- 13.2 The contract language is German. Should the Parties also use a different language, the German wording shall take precedence. All correspondence and other documents and records shall be prepared in line with the specifications for documentation. If necessary, all documents and records shall also be delivered to the Client free of charge in at least one modern foreign language.
- 13.3 The place of jurisdiction shall be the court having subject-matter jurisdiction in Vienna provided that the Contractor is an entrepreneur within the meaning of the Austrian Commercial Code ("*UGB*"). However, the Client reserves the right to bring claims before any other courts of competent jurisdiction.
- 13.4 In addition hereto, the statutory laws of the Republic of Austria to the exclusion of provisions referring to the laws of other countries shall apply. In particular, secs. 902, 903 of the Austrian Civil Code ("*ABGB*") shall apply to deadlines mentioned in these Terms and Conditions. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) shall be excluded.