

General Terms and Conditions of Purchase

1 General Terms and Scope

- 1.1 These General Terms and Conditions of Purchase apply to all deliveries and services (hereinafter: the "deliveries") that a seller, contractor, or service provider (hereinafter: "the supplier") provides to us.
- 1.2 Only our own Terms and Conditions of Purchase apply; we do not accept any supplier's Terms and Conditions of Purchase that conflict with or deviate from ours unless we have expressly agreed to accept them in writing. Our Terms and Conditions of Purchase apply even if we unconditionally accept delivery from the supplier despite knowing of the supplier's conflicting or differing Terms and Conditions.
- 1.3 Only companies and legal entities under public law are subject to our Terms and Conditions of Purchase.
- 1.4 In its current version, our Terms and Conditions of Purchase also apply as a framework agreement to all future contracts for deliveries with the same supplier, without us having to refer to them again in each individual case.
- 1.5 Individual agreements concluded with the supplier in particular cases (including ancillary agreements, supplements, and amendments) will always take precedence over these Terms and Conditions of Purchase. The content of such agreements is indicated in a written contract or our written confirmation.
- 1.6 Legally relevant declarations and notifications (e.g., setting deadlines, reminders, declaration of withdrawal) to be submitted to us by the supplier after the conclusion of the contract must be made in writing to be effective.
- 1.7 Quotations, cost estimates, and any other steps taken by the supplier in preparation for an order are always provided to us free of charge.

2 Orders

- 2.1 A contract is formed based on our written order and its acceptance by the supplier.
- 2.2 After receipt of each written order from us, the supplier must either confirm or reject it immediately, but no later than 3 days, or submit a modified quotation to us. Notification by email is sufficient to comply with the requirement for the written form. If the supplier does not confirm our order within the response time, we are entitled to cancel the order.
- 2.3 The supplier is not permitted to assign claims arising from this contract or to transfer the collection of claims against us to third parties without our prior written consent; the same applies to any subcontracts that may be delegated to third parties. In the event of a breach by the supplier, we are entitled to terminate the contract without notice, subject to the assertion of further claims for damages.
- 2.4 We may request changes to the agreed scope of delivery and/or services at any time, in particular in design, procedure, and/or execution, insofar as such changes are reasonable for the supplier. In the event of such requests for changes, the effects, in particular with regard to additional or reduced costs, must be specified in writing by the supplier within a reasonable period of time and agreed between the parties equitably. The supplier is required to take all reasonable precautions to limit additional costs to the extent that is strictly necessary. The supplier is only entitled to compensation for additional costs if a written agreement has been concluded with us.
- 2.5 Any mandatory changes needed due to changes in legal regulations or standards affecting the supplier do not require consent, but do require prior, immediate, and timely written notification by the supplier. The supplier is obliged to propose to us immediately such changes it considers necessary or expedient in view of revised statutory or other mandatory regulations or for other reasons. At the same time, the supplier must inform us if any change could influence costs or the delivery date.
- 2.6 We reserve ownership rights to our documents (including drawings and illustrations, etc.) provided to the supplier; the same applies to our copyrights, insofar as the documents are subject to copyright. These documents may not be made accessible to third parties by the supplier without our prior express written consent. They are to be used exclusively for the purposes described in our order; they are to be returned to us

upon a written request or returned automatically at the latest after the order has been processed, or, upon our explicit written request, are to be destroyed or deleted by the supplier. These documents must be kept confidential from third parties; in this respect, the provisions of Sections 10.3 to 10.7 inclusive also apply. The supplier has no right to retain these documents. If the supplier makes changes to the documents after prior authorization by us in accordance with the preceding paragraph, the supplier may only use the amended documents to submit quotations or complete orders. In addition, the supplier transfers the exclusive right of use and exploitation of the modified documents to us, which is unlimited in terms of time, location, and content. The procedures for returning documents outlined in the preceding paragraph also cover the amended documents.

3 Pricing and Payment Terms

- 3.1 The price indicated in our order is a fixed price and is binding. All prices are to be stated in EUROS unless otherwise stipulated in the contract; invoices will also be issued in EUROS. Unless otherwise agreed, the price includes delivery ("free domicile" (CPT)) and packaging. At our request, the supplier must accept any returned packaging material. Unless otherwise agreed in a specific order, the price also includes all services and ancillary services by the supplier (e.g., assembly, installation) and all ancillary costs (e.g., transport costs, including transport and liability insurance).
- 3.2 We can only process invoices if they contain all statutory mandatory information in accordance with Section 11 of the Value Added Tax Act (UStG) and the specifications in our order, in particular, the order number and the order date shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation unless it can prove that it is not responsible for them.
- 3.3 Unless otherwise agreed in writing, we will pay within 14 days of delivery or acceptance and receipt of a proper, verifiable invoice, with a 3% discount, or in full within 30 days of receipt of the invoice.
- 3.4 We are entitled to offset or withhold payment to the extent permitted by law. We also have the right to withhold due payments if we have claims against the supplier arising from incomplete or defective deliveries.
- 3.5 The supplier only has retention or withholding rights based on counterclaims that have been legally established, are undisputed, or are ready for decision in legal proceedings.
- 3.6 The supplier is not entitled to assign its claims from the contractual relationship to third parties. The above does not apply in the case of monetary claims.

4 Delivery and Service Deadlines

- 4.1 The specified delivery dates are binding and are understood to be when the goods are received at the named destination or, if not specified, at our premises.
- 4.2 The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to them, which indicates that compliance with the agreed delivery or service deadline is at risk. However, this notification does not affect the supplier's responsibility to comply with the agreed delivery time.
- 4.3 Partial deliveries and advanced service provision can be made up to three calendar days before the agreed deadline. It is only permitted with our express consent. Even if an advanced delivery is permitted, the payment period only begins on the contractually agreed date.
- 4.4 If the supplier misses the delivery or service deadline, we are entitled to claim a contractual penalty. This amounts to 0.3% per working day of the delay, up to a maximum of 5% of the total net remuneration amount. The contractual penalty is automatically due as soon as the supplier exceeds the agreed delivery or service deadline by more than 3 days, with no need for a specific reminder. The amount of the contractual penalty will be deducted directly from the final invoice. If there is a delay to part of the delivery or service, the contractual penalty will be calculated proportionately to the affected part. The buyer reserves the right to assert further claims for damages if the damage caused by the delay exceeds the contractual penalty.

- 4.5 If the supplier is responsible for a delivery delay, it is obliged to use the fastest means of transportation available to reduce the delay, irrespective of the method of shipment specified in the order. The supplier is to bear the costs of this transport.
- 4.6 If the supplier is responsible for a delivery delay, we are also entitled to withdraw from the contract with immediate effect 14 days after the delay occurs without having to set a grace period.
- 4.7 If a specific deadline has been agreed upon by specifying an exact performance time, we reserve the right to withdraw from the contract when this deadline is exceeded. The right to compensation remains unaffected.

5 Transfer of Risk, Acceptance, and Force Majeure

- 5.1 Unless otherwise agreed, deliveries will be made to the agreed destination as Delivered Duty Pay (DDP) (Incoterms 2020).
- 5.2 The approval of a contractually agreed service determines when risk is transferred. Unless otherwise agreed upon, formal approval will always take place.
- 5.3 Deliveries must be accompanied by a delivery note, which in particular contains the date (issue and shipment), the contents of the delivery (article number, description, and amount), and our order ID (order number and date). If there is no delivery notice or it is incomplete, we shall not be held responsible for any resulting delays in processing and payment.
- 5.4 If we cannot accept or approve anything due to force majeure, industrial disputes, or other events beyond our control, we may demand delivery in whole or in part at a later reasonable time without the supplier being able to assert any claims against us.

6 Liability for Defects and Limitation Period

- 6.1 To the extent applicable, the statutory provisions (Section 377 of the Commercial Code (HGB)) apply to the commercial obligation to inspect and give notice of defects, subject to the following proviso: Our obligation to inspect is limited to defects that are clearly apparent to us (e.g. transport damage, incorrect or incomplete deliveries).
- 6.2 We are entitled to pursue our statutory warranty claims in full; regardless of this, we are entitled, at our discretion, to demand that the supplier remedy the defect, provide a replacement product, or produce a new one. In this case, the supplier is obliged to immediately rectify the defect or deliver a replacement and bear all associated costs. The place of subsequent performance shall be the original place of performance or the place where the subject of the contract is permitted to be located according to its intended use. The above is without prejudice to our right to claim damages and claim damages due to non-performance.
- 6.3 If the supplier does not comply with its obligation to remedy the defect within a reasonable period of time set by us, we are entitled to remedy the defect ourselves at the supplier's expense, have it remedied by a third party, or, if this is not possible, otherwise procure a replacement and invoice the supplier.
- 6.4 The provisions of Section 6.3 apply accordingly in cases in which we, after weighing up the interests of both parties, are entitled to refrain from setting a deadline to avoid considerable damages or in cases in which imposing such a deadline would be unreasonable for us. Any additional legal requirements remain unaffected.
- 6.5 The limitation period for claims for defects is suspended upon receipt of our written notification of defects by the supplier. If the supplier provides a replacement product, produces a new one, or remedies the defect, the limitation period for replaced or newly produced and repaired parts begins anew unless, based on the supplier's behavior, we assumed that the supplier did not consider it was obligated to take such measures, but only carried out a replacement delivery or remedied the defects as a gesture of goodwill or for similar reasons.
- 6.6 The limitation period for claims for defects is 36 months from when risk is transferred.

7 Compliance, Quality, and Documentation

- 7.1 The goods to be delivered must comply with the applicable domestic and foreign regulations (in particular safety, accident prevention, and environmental regulations, the relevant regulations and guidelines of the provisions provided by German Association for Electrical, Electronic, & Information Technologies (VDE), REACH Regulation [EC] No. 1907/2006), the latest recognized rules and standards of technology, and reflect the documents on which the order is based exactly, such as drawings, descriptions, samples, specifications, acceptance conditions, etc. The supplier will provide us with all data sheets and information sheets required for the goods ordered and label their deliveries in accordance with the applicable provisions (e.g., Classifications, Labelling and Packaging (CLP) Regulation [EC] No. 1272/2008).
- 7.2 The supplier undertakes to comply with RoHS rules, Directive 2011/65/EU restricting the use of certain hazardous substances in electrical and electronic equipment, and Delegated Directive 2015/863 amending Annex II to Directive 2011/65/EU as regards the list of substances subject to restrictions, as well as the "Administrative Measures on the Control of Pollution Caused by Electronic Information Products" (China RoHS). For materials purchased by AT&S, the threshold of 0.1% for lead, hexavalent chromium, mercury, PBB, PBDE, DEHP, BBP, DBP, and DIBP, and the threshold of 0.01% for cadmium must not be exceeded. If a substance in the materials purchased by eologix exceeds the threshold, this must be notified to eologix in writing before delivery.
- 7.3 The supplier is obligated to comply with the laws of the applicable jurisdictions. In particular, it will not participate actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of its employees, or child labor. The supplier is obligated not to use any "Conflict Minerals" originating from the Democratic Republic of the Congo or a neighboring state in its products as set out in Section 1502 of the US Dodd-Frank Act.
- 7.4 The supplier must set up a quality management system that meets the requirements of ISO 9001 and perform suitable quality control in terms of method and scope, corresponding to the latest technical standards. Furthermore, it would be preferable if an environmental management system in accordance with DIN EN ISO 14001 or a comparable environmental management system is implemented.
- 7.5 Software and applications must correspond to the latest technical standards at the time of delivery.
- 7.6 Any change to the production process, the production site, or the location from where goods are dispatched requires our prior written consent, which must not be unreasonably withheld. The supplier is to bear the costs and damages incurred by us due to non-compliance with this provision or otherwise due to a change of location initiated by the supplier. The supplier will immediately inform us in writing if it knows of any relocation within its supply chain or of any changes to subcontractors in the supply chain.
- 7.7 The quality, environmental, and occupational safety documents relevant for suppliers, including the current list of ingredients and substances (eologix substances list) that may not be delivered to the company or may only be delivered to a limited extent, can be found on our website, www.eologix-ping.com. If the goods delivered by the supplier contain one of the substances mentioned, the supplier must contact the purchaser named on the order, stating the respective substances concerned.
- 7.8 The supplier is obliged to provide complete product documentation (in particular installation, maintenance, operating, and service instructions, test documentation, conformité européenne/European conformity (CE) declarations, etc.) as a PDF and as a hard copy without needing a specific request and at no additional cost. The requirements of the supplier documentation specifications must be complied with. We are entitled to use this product documentation without restriction and, in particular, to integrate it into training and sales documents and customer documentation – in whole or in part, in the original language or translation.
- 7.9 When performing a supply contract, the supplier must efficiently use any needed resources, particularly materials, energy, and water, and minimize its environmental impact, particularly regarding waste, wastewater, and air and noise pollution. This also applies to logistics and transport activities.

- 7.10 To fulfill its contractual obligations, the supplier must use any resources needed, materials, energy, and water, efficiently and minimize its environmental impact, particularly with regard to waste, wastewater, and air and noise pollution.
- 7.11 eologix supports and respects the protection of internationally recognized human rights and endeavors to comply with all applicable laws and regulations. Within the framework of this contractual relationship, the supplier must comply with the laws of the applicable jurisdictions, in particular:
- a respect for fundamental and human rights,
 - prohibiting child or forced labor,
 - compliance with the working hours prescribed by law or by applicable industry or other standards,
 - meeting the applicable laws and regulations on freedom of association and the right to collective bargaining,
 - prohibiting discrimination on the grounds of race or based on ethnic background, gender, religion or belief, disability, age, or sexual identity,
 - complying with occupational health and safety requirements,
 - responsibility for the environment and complying with applicable environmental protection regulations,
 - complying with anti-corruption regulations and prohibiting any active or passive, direct or indirect participation in any form of bribery, corruption, or improper granting of advantages,
 - complying with applicable competition and antitrust laws, particularly prohibiting agreements restricting competition.
- 7.12 The supplier must take reasonable steps to comply with the laws, regulations, and principles listed in this Section and demonstrate these immediately when eologix requests. The supplier will also ensure, to the best of its ability, that its subcontractors also undertake similar obligations.

8 Product Liability and Insurance Coverage

- 8.1 If the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties to the extent that the cause lies within its sphere of control and organization and the supplier is liable in relation to third parties.
- 8.2 Within the scope of its liability for damages within the meaning of Section 8.1, the supplier is also obliged to reimburse any expenses arising from or in connection with a product recall campaign carried out by us or by our customer. We will inform the supplier about the content and scope of the recall measures to be carried out – to the extent possible and reasonable – and give it the opportunity to comment. Other statutory claims remain unaffected.
- 8.3 The supplier is obliged to maintain adequate insurance cover for the duration of the supply relationship and for a reasonable period of time beyond this (at least 10 years) to cover all risks arising from the supply relationship in question (such as, in particular, operating and product liability, extended product liability including removal and installation costs, as well as inspection, sorting, and recall costs) with insurance coverage of at least EUR 5 million per claim worldwide (including the USA/Canada). This insurance cover must be maintained for the entire duration of all obligations arising from the supply relationship. The supplier must provide eologix with proof of insurance within 14 days of signing the contract and maintain this insurance coverage annually during the contract term without specifically being asked to do so. The insurance obligation applies not only during the contract period but also for a period of at least five years after the last delivery or provision of services to cover any subsequent product damage and warranty claims. The supplier is obliged to maintain the insurance coverage for this period and provide us with proof of this upon request. If the supplier terminates or changes the insurance policy before this period has expired, eologic must be informed immediately, and alternative measures must be taken to ensure adequate insurance coverage.

9 Work Results, Industrial Property Rights, and Third-Party Property Rights

- 9.1 Work results within the meaning of these provisions consist of all knowledge gained during the execution of the individual contract, including all inventions and source codes, regardless of their intellectual property rights and regardless of whether they are, for example, documented, stored, or embodied in sketches, descriptions, experimental setups, models, devices, or systems (hereinafter referred to as "work results"). All work results arising, whether they can be protected by intellectual property rights or not, must be documented by the contracting party at which they are created.
- 9.2 All work results that the supplier develops become our exclusive and unrestricted property immediately upon their creation. We must be informed about them and have access to them immediately. This also applies to inventions and contributions to inventions made by the supplier. The supplier assigns all rights to such inventions or contributions to inventions to us without restriction. If we waive our rights to inventions or contributions to inventions in whole or in part, the supplier is not entitled to assert rights to such inventions or contributions to inventions (e.g. own use, applying for intellectual property rights, granting licenses to third parties, etc.). Inventions and contributions to inventions are compensated for at the agreed price in accordance with Section 3 of this contract- Terms and Conditions (T&Cs).
- 9.3 The above sections 9.1 and 9.2 shall apply accordingly to the rights of use under copyright law, industrial property rights, and legal entitlements, such as industrial property rights, that arise during the performance of the contract.
- 9.4 With regard to the copyrights assigned to the supplier in connection with the order, the supplier shall grant us the unlimited right to use the work for free in perpetuity.
- 9.5 The supplier is obligated to provide a product or service that is free of third-party property rights. If claims are asserted against us by a third party for this reason, the supplier shall be obliged to indemnify us against these claims insofar as it is responsible for the defects in title. The supplier's indemnification obligation relates to all costs, damages, and expenses, including any legal costs, that we necessarily incur from or in connection with a claim by a third party. In the case of a defective title, a limitation period of 5 years applies.

10 Retention of Title, Provision, Confidentiality, and Subcontractors

- 10.1 If we provide the supplier with an item that is inseparably integrated with other items not belonging to us, we shall acquire joint ownership of the new item in proportion to the value of our retained item (purchase price plus VAT) to the other integrated items at the time they are integrated. If the supplier's item is integrated in such a way that it is considered the principal item, it is agreed that the supplier conveys proportional joint ownership rights to us. The supplier safeguards our sole or joint ownership rights.
- 10.2 Tools, devices, and models that we provide to the supplier or that are manufactured for contractual purposes and charged to us separately by the supplier remain our property or become our property. They must be marked as our property by the supplier, carefully stored, protected against damage of any kind, and used only for the purposes of the contract. Upon request, the supplier is obliged to return these items to us in an orderly condition; the supplier has no right to retention.
- 10.3 The supplier is obliged to keep all documents and information received from us strictly confidential, including corporate or trade secrets communicated to it or made known to it. These may only be revealed to a third party with our express approval. The confidentiality obligation shall also apply after termination of this contract; it shall expire if and to the extent that the corporate or trade secrets or knowledge contained in the documents or information provided have become public.
- 10.4 In particular, all drawings and calculations provided for the submission of quotations or execution of orders; all customer-related business, technical, and personal data owned by eologix; all technical know-how (designs, specifications, plans, software, etc.) provided by eologix or the customer; the order and the work, results, data, and knowledge resulting from it are considered confidential information.

- 10.5 Within the scope of what is technically possible at the time, the supplier is obligated to effectively secure all confidential information against access by unauthorized third parties immediately upon receipt and, in particular, to ensure it against theft, loss, manipulation, damage, or any duplication. If the supplier suspects unauthorized third parties may have gained knowledge of the confidential information, it must inform us immediately in writing and, in consultation with us, take all necessary steps to establish the facts and, if necessary, prevent future access.
- 10.6 The previous Section 10.3 also applies to substances and materials (e.g., software, finished and semi-finished products) and to tools, templates, samples, and other items provided to the supplier. When not being used, such items must be kept safe separately at the supplier's expense and must be appropriately insured against damage and loss.
- 10.7 The supplier is obliged to treat the commercial and technical details relating to the contract concluded with us and all commercial and technical details related to its processing as a corporate or trade secret. The supplier is also obliged to maintain confidentiality about the commercial relationship with us. Exceptions require our prior written consent.
- 10.8 Both we and the supplier are entitled to collect and store each other's data, including the individual contractual relationship, whereby the applicable data protection regulations must be observed; the data may only be used for contractual purposes.
- 10.9 The supplier is obliged to observe and comply with all current data protection regulations applicable to it. The supplier must inform all employees and subcontractors of the relevant data protection regulations and, if necessary, oblige them to maintain data confidentiality according to the provisions of data protection regulations applicable to the supplier. In particular, the supplier is obligated to take measures to ensure data protection through technology (privacy by design) and through privacy-friendly default settings (privacy by default).
- 10.10 A breach of the provisions in Section 10.9 entitles us to exceptional and immediate termination of the contract. All other claims shall remain unaffected.
- 10.11 The supplier is not entitled to have the work or service it provides performed by third parties (e.g. subcontractors, freelancers) without our prior written consent. Approval for the use of subcontractors is only given if the supplier proves that the subcontractor complies with the same standards in terms of quality, security, compliance, and confidentiality as the supplier itself. For review and approval, the supplier is obliged to provide us with a complete list of the proposed subcontractors, their qualifications, and their role in the project. Even if subcontractors are involved, the supplier remains fully responsible for the proper fulfillment of its contractual obligations. If the commissioning of such third parties is permitted, the supplier must oblige them in writing to maintain confidentiality within the meaning of Sections 10.3, 10.4, and 10.5; on request, the supplier must provide us with a copy of this confidentiality obligation.
- 10.12 When delivering or providing a service on our premises, the supplier is obligated to keep all data, protocols, processes, etc. that it observes strictly confidential. The supplier is aware that confidentiality is subject to corporate and trade secrets.

11 Spare Parts, Manufacturing Equipment, and Materials

- 11.1 On request, the supplier must draw up spare parts lists with us within 4 weeks of the project's completion.
- 11.2 Unless otherwise agreed, the supplier is obliged to supply us with competitively priced spare parts for the products delivered to us for 10 years after delivery.
- 11.3 If the supplier intends to end production of spare parts for the products delivered to us, it must notify us promptly after making the decision to end production. Without prejudice to Section 11.2 above, this decision must be made at least six months before the end of production.
- 11.4 The manufacturing equipment we provide for the supplier must be treated carefully.

- 11.5 Manufacturing equipment that the supplier has produced or procured and for which we have paid the production costs (tooling costs) becomes our property from the time of payment. When paying at least 50% of the production costs (tooling costs), we are entitled to a pro-rata transfer of ownership.
- 11.6 All manufacturing equipment provided by us or produced within the meaning of Section 11.5 must be kept at our disposal in a -ready-to-use condition for 15 years from the last date of production and must be permanently labeled "Property (joint ownership) of eologix sensor technology GmbH". If this storage is impossible or unreasonable for the supplier, it must notify us immediately in writing so that alternative measures can be agreed. During the storage period mentioned above, the manufacturing equipment must be handed over to us on request with no right of retention. The supplier's obligation to store the relevant manufacturing equipment ends when it is handed over to us.
- 11.7 If preliminary material provided by us (semifinished products, castings, preprocessed parts, etc.) is damaged, lost, or destroyed, we must be reimbursed for their replacement costs by the supplier.

12 Export Data

- 12.1 The supplier is obliged to inform us of any relevant restrictions on (re)exporting the items delivered (goods, technology, software) under German, European, and US export and customs regulations, as well as the export and customs regulations of the country of origin of the goods. On request, the supplier must at least provide the following information in its quotations and order confirmations for the individual product categories:
 - 12.2 the EU military goods list number and the dual-use goods list number,
 - 12.3 for US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulation (EAR)
 - 12.4 information on the non-preferential origin of its items (goods, technology, software) and their components,
 - 12.5 information on items that have been manufactured based on restricted US technology and/or that contain restricted US components.
- 12.6 The supplier is also obliged to inform the purchaser named on the order confirmation of all other export-related data in writing upon request and to automatically inform the purchaser of all changes to the above data in writing.
- 12.7 In particular, the supplier is obligated to obtain all permits required under export law at its own expense if goods are delivered across a border. Insofar as the supplier has purchased the products in whole or in part from third parties, the supplier guarantees that it has purchased them from reliable sources and that they have been exported or imported in compliance with export regulations of the country of manufacture/dispatch.
- 12.8 The legally binding adoption of restrictions on re-exports (e.g. with regard to existing/granted export licenses and the re-export restrictions contained therein or due to license exceptions claimed under the EAR) is limited to goods for which an export license is required by the supplier country (for the USA, the currently valid version of the EAR applies), which are also marked accordingly in the delivery documents, and for which we were expressly informed by the supplier in quotations and order confirmations.
- 12.9 Suppliers based in the EU are obliged to send us the original of the (long-term or) supplier's declaration for goods with preferential origin status in accordance with Regulation (EC) No. 1207/2001 or Implementing Regulation (EU) 2015/2447, as amended, within one calendar week of being requested to do so. If the supplier fails to comply with this obligation or if its declaration does not comply with the statutory provisions, it shall fully indemnify us of any adverse consequences resulting from them.

13 Jurisdiction and Place of Fulfillment

- 13.1 The law of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods, applies to all questions arising from or in connection with our contractual and business relationship with the supplier.
- 13.2 If the supplier is a merchant or legal entity under public law, our place of business is the exclusive place of jurisdiction for all disputes arising from the contractual relationship. However, we are also entitled, at our discretion, to act at the place of performance of the delivery or the supplier's place of business.