



**Terms and Conditions of Purchase
of K-Businesscom AG, Edition 03, valid as of 01.04.2022
(K-Businesscom AG, FN 178368g, A 1120 Vienna, Wienerbergstrasse 53,
hereinafter referred to as "KBC" for short)**

1 Validity

The following terms and conditions shall apply exclusively to contracts of the business partner (hereinafter referred to as the 'supplier') with KBC - unless expressly stipulated otherwise in the order. These shall be binding for all current and future business transactions with our supplier, even if no express reference is made to them. This shall also apply if different terms and conditions of the supplier remain unchallenged. Different terms and conditions of the supplier or other amendments to the order shall only become part of the contract if they are expressly accepted by KBC in writing. These terms and conditions of purchase shall apply mutatis mutandis to the provision of services, even if hereinafter only goods, products, components or deliveries are referred to. These terms and conditions of purchase shall also apply without restriction to all adjustments to the contract as well as to additional, reduced and directed services.

2 Offer and orders

The offer shall be binding for at least one (1) month, unless otherwise specified by the supplier. Only written purchase orders expressly designated as such (but not, for example, advance orders, forecasts or information on planned requirements) shall be binding on KBC. In the event of ambiguities regarding the order or questionable orders that are obviously not placed by KBC, the Supplier shall immediately consult KBC via KBC-STEK@k-business.com and in any case shall not accept or execute any such orders. The preparation of offers submitted to KBC shall be free of charge, irrespective of the preparatory work required for this. Indivisible total services shall be agreed. KBC shall have the right to withdraw from the contract without stating reasons.

The Supplier agrees to support KBC upon separate request to establish interfaces for an electronic data exchange (order processing, etc.).

3 Completeness

The Supplier warrants that it has prepared its offer (total or partial offer) from the point of view of the complete functionality of the services offered. This means that the supplier's offer contains all necessary partial services and components. Missing partial services and/or components are to be provided by the supplier without separate payment.

4 Order confirmations

Orders shall be confirmed by the supplier in writing on a copy of the order. These confirmations must be signed by the supplier and received by KBC within 4 working days of the order date. After expiry of the deadline, the order shall be deemed to have been accepted under the terms and conditions of the order, unless the supplier has rejected the order by written notice.

5 Quality

Deliveries and services must comply with the latest state of the art, the relevant statutory provisions and regulations as well as the guidelines of authorities and trade associations and must precisely fulfil the quality classes specified in the order. If and insofar as no special quality classes are included in our order, the delivered goods must be of first-class quality and comply with the applicable safety regulations (laws, ordinances, standards, etc.) in compliance with the state of the art and the rules of technology as well as the Electrical Engineering and Telecommunications Act and all regulations based thereon as well as all valid ÖVE or VDE regulations and the technical Ö-NORMEN, DIN standards or harmonised European standards (EN). The standards (e.g. DIN, ÖNORM, works standards) and drawings stated in the order refer to the edition valid at the time of the order, unless expressly stated otherwise in the order. All relevant EU directives applicable to the product (e.g. regarding CE marking, prohibition of use of certain substances) must be complied with. Suppliers from non-EU countries are obliged to hand over the relevant declaration of conformity including the corresponding documentation together with the first delivery.

The Supplier shall also provide and include in the price all such supplies and services as are necessary to meet KBC's requirements, even if these are not expressly stated in the order or in the contract. Unless otherwise required in the order, the supplier shall deliver brand-new and state-of-the-art products. The Supplier hereby bindingly represents and warrants that it will at all times exercise the knowledge, prudence and care of a prudent businessman in the performance of the deliveries and services. The following points in particular are deemed to be bindingly agreed within the scope of this order:

- The Supplier shall implement a quality management system in accordance with ÖNORM EN ISO 9001 (preferably ÖNORM EN ISO 9001:2015) or a similar system. Upon KBC's request, the Supplier shall send the relevant certificates and documents.
- The Supplier agrees that KBC shall furthermore have the right to conduct Supplier audits in consultation with the Supplier, whereby employees of KBC's client may also participate in these Supplier audits.
- The supplier shall avoid the use of prohibited substances and inform KBC about the use of declarable substances.
- Complaints by KBC shall be notified to the supplier in writing. After the analysis has been carried out, the supplier shall be obliged to initiate suitable corrective measures in consultation with KBC in order to remedy the complaint and prevent its recurrence. These corrective measures shall be communicated to KBC in writing, documented accordingly and checked for their effectiveness. Affected manufacturing and quality documents (FMEA, 8-D, ...), test plans, test procedures, etc. shall be revised accordingly. In this context, the supplier shall be obliged to fully document and archive all actions and related records relevant in terms of product liability/product safety and to make them available to KBC upon request.
- The supplier shall be obliged to inform KBC without delay of any technical, quality and standardisation-related or logistical changes relating to the products delivered or still to be delivered. Products or components to be delivered later must, in the absence of any other written agreement, be completely identical to products delivered or accepted earlier.
- The supplier shall be obliged to notify KBC of the discontinuation or discontinuation of products at the latest 12 months prior to the discontinuation of the products and to duly execute any final order placed by KBC.

6 REACH Regulation

The Supplier warrants that its deliveries comply with all requirements of the Regulation on Registration, Evaluation, Authorisation and Restriction of Chemicals (Regulation EC No 1907/2006, "REACH Regulation"). The substances contained in the Supplier's delivered products (and their packaging) are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered after the expiry of the transitional periods, unless the substance is exempted from registration. The Supplier shall provide safety data sheets in accordance with the REACH Regulation and the information required in accordance with Art. 32 REACH Regulation. Upon request, the Supplier shall also provide KBC with the information pursuant to Art. 33 REACH Regulation. If claims are made against KBC by customers, competitors or authorities for violation of the REACH regulations, which is attributable to a delivery of the Supplier, KBC shall be entitled to demand that the Supplier indemnifies KBC against such claims or compensates KBC for the damage caused by the non-existent REACH conformity, unless the Supplier's liability is excluded in such cases due to the absence of its fault, this Regulation shall apply in its currently valid version.

7 Dual-USE

When placing the order, the supplier shall be obliged to notify KBC if goods from its scope of delivery are subject to the authorisation requirement for export pursuant to applicable national and international foreign trade law or the EC Dual-Use Regulation, as amended, or if they are included in the list of dual-use goods. Furthermore, the supplier undertakes to mark each dual-use good with a dual-use number (AL number or ECC number) on all delivery notes and invoices. The supplier shall immediately notify KBC if goods were not subject to an export licence requirement when the order was placed or were not on the Dual Use List, but have in the meantime become subject to a licence requirement or have been included in the Dual Use List, or if the supplier becomes aware of other export obstacles or impediments.



If claims are asserted against KBC by customers, competitors or authorities due to a violation of the AWG, AWW or the EC Dual Use Regulation, which is attributable to a delivery of the supplier, KBC shall be entitled to demand that the supplier indemnify KBC against such claims or compensate KBC for the damage caused by the non-existing AWG, AWW or EC Dual Use Regulation conformity, unless liability of the supplier is excluded in such cases due to the absence of its fault. Certificates of origin, movement certificates, preferential certificates of origin, etc. or proofs of origin shall be issued by the Supplier in the necessary form and at the Supplier's expense at KBC's request.

The supplier shall bear all expenses and damages incurred by KBC due to a breach of the above obligations.

8 Supplier facility

The Supplier is obliged to fill in the forms required by KBC for the Supplier's installation in KBC's systems and to provide required documents free of charge. Should KBC provide internet portals or similar means in the future, the Supplier undertakes to keep the documents and information assigned to it up-to-date and to update them if necessary.

9 Wrapping requirements / Packaging

The supplier shall take back customary circulation packaging at its own expense.

Austrian suppliers undertake to discharge the packaging of their products via a flat-covering collection and recycling system (e.g. ARA). Provided that KBC agrees to this in writing in advance, it shall also be possible for the supplier to take back the packaging free of charge for KBC. If the supplier provides services (e.g. repairs, professional services, etc.) on KBC's premises, it shall collect and dispose of packaging, waste materials and waste at its own expense. The supplier shall be obliged to inform KBC if the products contain hazardous substances of an unusual type or quantity.

The supplier further undertakes to comply with all legal requirements regarding the disposal of packaging, used materials, used goods, hazardous substances and shall otherwise fully indemnify and hold KBC harmless.

The supplier shall bear the risk of adverse consequences of packaging and the costs thereof. If, in exceptional cases, KBC bears the costs of packaging, these shall be limited to the amount of the cost price and shall be charged separately. In this case, the supplier shall also bear the risk of adverse consequences of the packaging. Additional fees or costs, such as deposits or disposal costs, shall in any case be borne by the supplier.

The supplier shall ensure that the packaging material is collected or taken back. Otherwise, KBC shall have the disposal carried out by third parties at the supplier's risk and expense.

The supplier shall always dispose of or take back for disposal, at its own risk and expense and in strict compliance with all relevant regulations for the protection of the environment, the deliveries or such residues of deliveries that are to be assessed as hazardous waste after intended use. If the supplier does not comply with this obligation immediately, KBC may have the disposal carried out by third parties at the supplier's risk and expense.

If the supplier expressly also assumes the recycling or disposal of the goods delivered by it after their intended use (e.g. batteries), it shall thereby assure KBC that it or the subcontractor commissioned by it for this purpose is a waste collector or waste handler authorised to collect or treat this type of waste and shall carry out an environmentally sound recycling or disposal of this waste. The supplier shall indemnify and hold KBC harmless in this respect.

If the supplier is obliged to take back old electrical equipment in accordance with the Ordinance on Waste Electrical Equipment (EAG-VO), but the return is not carried out at the time of delivery of the new equipment, the supplier undertakes to carry out this return by collection at a later date of up to 12 months after delivery or, in agreement with KBC, to reimburse the costs incurred by KBC for the collection and recycling of this equipment. If the supplier does not fulfil this obligation, KBC shall be entitled to have the collection and disposal carried out at the supplier's expense. Upon request, the supplier shall provide proof of the corresponding disposal.

Furthermore, the supplier shall provide KBC free of charge with all data and information required for the fulfilment of KBC's obligations pursuant to § 14 of the WEEE Ordinance (duty to provide information) with regard to the components, assemblies or devices delivered by it, if possible, in a catalogued, structured, electronic form. The supplier shall also ensure that the deliveries in question comply with all obligations arising for KBC from the WEEE Ordinance (e.g. labelling, substance prohibitions, etc.).

The supplier shall ensure that its contractual services - insofar as deliveries are concerned, are environmentally friendly throughout their entire service life (including disposal) insofar as they comply with the relevant Community and Austrian legal provisions and the generally recognised standards and limit values.

At KBC's request, the Supplier shall provide evidence of the use of an environmental management system in accordance with NORM EN ISO 14001 (preferably NORM EN ISO 14001:2015) or a similar system. Upon KBC's request, the Supplier shall send the relevant certificates and documents.

10 Supply Chain Act

Due to the EU-wide proposal for a directive on a uniform supply chain law ("Proposal for a Directive on corporate sustainability due diligence") KBC is already committing its entire supply chain to comply with all regulations in the area of environmental and climate protection as well as human and labour rights until further concrete laws (by the Austrian legislator) come into force. KBC will define due diligence obligations on the basis of the legal framework and impose them on its suppliers and sub-suppliers accordingly. If a claim is made against KBC by customers, competitors or authorities due to culpable conduct of the Supplier or its sub-supplier in relation to the Supply Chain Act, the Supplier undertakes to indemnify and hold KBC harmless upon first request.

11 Special provisions for hardware and software deliveries, spare parts, documentation

11.1 Requirements for software and software components

11.1.1 The Supplier undertakes to deliver software and/or software components that are

- are free of viruses, worms, Trojans and other malware,
- are free of copy protection devices or other routines restricting use, unless the supplier proves in writing in its offer that these cannot be influenced by it,
- were tested not only for functionality, but also for behaviour in borderline cases to be expected in the application area (data volumes, number of simultaneous accesses, incorrect entries, etc.).

11.1.2 Documentation for standard software

The supplier undertakes to supply all documentation required for the installation, operation and use of the standard software supplied. The documentation to be provided shall consist of at least

- a rough description,
- an installation guide,
- a manual with all necessary information about configuration options of the software and
- a user manual for users.

The documentation to be supplied for the installation, operation, application and extension shall be in such a form that it can be understood by persons familiar with the handling of similar IT components. User documentation and documentation for installation and administration must describe all processes necessary for ongoing work in such a way that they are comprehensible to a trained person. In addition, the documentation must also describe typical and foreseeable error situations and how to rectify them.

For the rest, point 11.6 applies.



11.1.3 Documentation/Source Codes for Individual Software

For customised software, the documents shall be delivered that are required for standard software (see point 11.1.2). In addition, the supplier shall be obliged to hand over to KBC all documentation and work results created for individual software and individual software adaptations within the framework of the fulfilment of the contract. In particular, these are

- Specifications, e.g. functional specifications, detailed specifications
- Source codes and associated documentation
- Programme documentation
- Description of the interfaces to third-party systems
- Software design
- Data models
- Database definitions
- Data Dictionaries
- Protocols
- Key derivations, key algorithms, key
- Information on the software development environment and the operating system
- Acceptance documents, complete test documentation (test cases, test protocols)
- Test environment including necessary accessories
- Certification documents and results.

For the rest, point 11.6 applies.

11.2 Requirements for hardware and hardware components

11.2.1 General requirements

The supplier undertakes that the hardware and/or hardware components supplied shall in any case fulfil the following characteristics:

- the delivered hardware/hardware components meet/meet all specifications according to product descriptions or information provided by the manufacturer or supplier;
- Hardware, hardware and network components comply with the rules on electromagnetic compatibility (EMC) according to Austrian and EU law;
- only brand-new hardware and/or hardware components will be delivered, unless the delivery of used hardware/hardware components has been expressly agreed;
- in the PC area, the hardware/hardware components must consist of commercially available standard components that are also offered elsewhere in the trade and can be exchanged and/or expanded without any problems;
- all hardware/hardware components must comply with the requirements of the relevant laws, regulations and technical directives of the Republic of Austria and the EU, also with regard to employee protection.

11.2.2 Documentation for hardware and hardware components

The supplier undertakes to provide all documentation required for the installation, operation and use of the hardware and/or hardware components supplied.

The documentation to be provided shall consist of at least

- the certification evidence necessary to be able and permitted to use the respective hardware/hardware component for the agreed purpose,
- the certification certificates shown in product descriptions,
- a technical rough specification,
- an installation guide,
- a user manual for administrators with all information important for operation and all configuration options,
- a user manual for users.

If the delivered hardware consists of several individually configured hardware components, a description of the delivered system configuration with all relevant details, e.g.

- Wiring diagrams
- Jumper Settings
- BIOS parameters

is to be provided.

The documentation to be supplied for the installation, operation, application and extension shall be supplied in such a form that it can be understood by persons familiar with the handling of similar IT components. User documentation and documentation for installation and administration must describe all processes necessary for ongoing work in such a way that they are comprehensible to a trained person. In addition, the documentation must also describe typical and foreseeable error situations and how to rectify them.

For the rest, point 11.6 applies.

11.2.3 Positioning requirements

The Supplier shall describe the infrastructure to be provided by KBC (e.g. premises, power supply, air conditioning, provision of computing power or storage, assistance with installations, cabling, labour to be provided, work not included in the agreed price) as well as any obligations of KBC to cooperate in the installation and commissioning of hardware/hardware components already in its offer. The supplier shall be liable for the correctness and completeness. He shall also support KBC in an advisory capacity during the construction of the premises.

All details not yet available at the time of quotation shall be made known to KBC as early as possible, but no later than 4 weeks before installation of the hardware/hardware components.

The supplier is liable for the completeness and correctness of his information.

11.3 Test software

For testing purposes, the supplier will offer free test runs including test software.

11.4 Granting of rights

11.4.1 Hardware/ Hardware components

Ownership of hardware and/or hardware components shall pass to KBC upon delivery at the place of performance.

11.4.2 Standard software

The supplier undertakes to grant KBC a transferable licence to use the standard software supplied by it and the associated source codes and documents, unlimited in terms of time, place and content (but not exclusive). The Supplier shall not receive any separate remuneration for the granting of these rights. The granting of these rights shall be compensated for with the remuneration agreed for this contract.

11.4.3 Specifications and individual software

All rights (rights to use works, patent rights, trademark rights, utility model rights, etc.) to the services rendered by the supplier (specifications, software, documentation, etc.) shall be transferred to KBC upon their creation and shall be the exclusive property of KBC, unlimited in terms of time, space and content. The supplier shall not receive any separate remuneration for the granting of these rights. The granting of these rights shall be compensated with the agreed remuneration. If, within the scope of the order placed with the supplier, services are rendered by suppliers or employees of the supplier, the supplier shall be obliged to ensure that all rights (e.g. patent rights, rights to the use of works, modification rights and processing rights) of third parties to these services are granted to KBC. Otherwise, the supplier shall fully indemnify and hold KBC harmless.

11.4.4 Freedom from third party rights

The supplier warrants that all services it provides for KBC are not encumbered with third-party rights, in particular third-party intellectual property rights (e.g. copyrights, trademark rights, patent rights). Furthermore, the supplier guarantees that the hardware and software supplied do not contain any copy protection devices, date locks or programme locks or similar restrictions on use and are free of viruses. Should third parties nevertheless assert claims - of any kind whatsoever - against KBC due to the infringement of their rights, the supplier undertakes to fully indemnify and hold KBC harmless. The supplier warrants that, when carrying out software orders for third parties, it shall not use the work results created in fulfilment of its contract with KBC, either in whole or in part.



11.5 Maintenance services

The supplier is obliged to offer maintenance services for hardware and software as well as spare parts for a period of 10 years from the date of performance in conformity with the contract at prices in line with the market and to inform about the respective new software versions.

11.6 Documentation

The supplier shall hand over documents, plans, reports, etc. in duplicate as hard copies and on data carriers specified by KBC. The delivery shall in any case contain complete documentation in German language that is comprehensible to a trained person and that also describes typical and foreseeable error situations as well as how to remedy them. In addition, the price includes theoretical and practical training of the operating personnel. All documentation shall be supplied both electronically (not write-protected, i.e. modifiable) and in paper form. Unless expressly agreed otherwise, KBC shall be entitled to reproduce and use any documentation as it wishes for use in accordance with the contract. The delivery of documentation shall be made with due regard to the required security. Furthermore, documentation shall in principle be handed over to KBC without separate request and without separate payment immediately before acceptance (item 5).

12 Place of performance, prices

The place of performance shall be the place indicated in the order or, in the absence of any other indication, KBC's registered office. If delivery conditions are specified in the order, they shall be interpreted in accordance with INCOTERMS 2020. Until acceptance by KBC at the place of performance, the supplier shall bear the risk and costs, in particular also the premiums for an appropriate transport insurance to be taken out by the supplier. The supplier shall inform KBC immediately of any transport damage.

Unless otherwise stated in the order, the prices are packaged, delivered free to destination, unloaded (DAP) and are fixed prices. The delivery items must be packed properly and in compliance with any special instructions issued by KBC. Damage caused by improper packaging or non-compliance with these instructions shall be borne by the supplier.

If prices should decrease in the period between the offer and delivery (e.g. in the case of list price changes), this price reduction must be passed on to KBC in full.

If the supplier grants better conditions to a third party for comparable orders, the terms of the contract must be subsequently adjusted accordingly (by price reduction or credit note).

13 Invoices and delivery notes

It is essential to quote the order number and, if applicable, the item number in accordance with KBC's order for each invoice and delivery note item.

Invoices shall contain precisely specified information on the order number, order date and delivered goods (description of type and quantity) and shall comply with the provisions of the Value Added Tax Act, otherwise the invoice amount shall not become due. Dual-use goods shall be marked on delivery notes and invoices in accordance with item 7. For deliveries within the EU, each invoice shall contain the statistical goods number and the net weight of the goods as well as the VAT numbers of the contracting parties. In the case of deliveries abroad, a delivery note and four copies of the invoice shall also be enclosed with the goods and, in addition, KBC shall be provided with all necessary documents required for possible customs clearance. Upon request by KBC, the supplier shall be obliged to provide proof of preference. Delivery notes or consignments and invoices that are not marked accordingly may be rejected.

14 Delivery and delay

Delivery dates or completion dates specified and/or agreed by KBC are fixed dates and mean that the goods must be available to KBC on the specified delivery date at the specified delivery address, complete and ready for use. Special goods acceptance times are specified in the delivery address and must be observed as a matter of priority. Deliveries outside these periods may be rejected by KBC.

The Supplier undertakes to visibly wear a provided visitor's badge when making deliveries or providing services on KBC's premises and to comply with the rules of conduct imposed on it by KBC.

If a delay in delivery is to be expected, KBC's purchasing department and the point of delivery shall be notified thereof immediately and demonstrably in writing or electronically, stating the reasons and the expected duration of the delay. A delivery prior to the agreed delivery date shall only be permitted with KBC's consent. In any case, KBC shall not suffer any disadvantage from this.

Services not expressly mentioned in the Agreement shall nevertheless be subject matter of the Agreement, insofar as they are necessary for the contractual provision of the Services and their functional capability as well as for the achievement of the performance objective described in KBC's performance description (i.e. the success of the Supplier's Services objectively derivable by KBC from the Agreement); the Supplier may not charge a separate or additional fee for such services.

Insofar as KBC provides equipment to the supplier, this shall be at the supplier's expense and risk.

In the event of a delay in performance as well as in the event of performance by the supplier in breach of the contract, KBC shall be entitled, without prejudice to any further legal or contractual claims, to either withdraw from the contract in whole or in part or to insist on performance of the contract by setting a reasonable grace period, which shall not exceed 14 days. If the supplier is unable to meet the agreed delivery dates or completion dates, the supplier shall inform KBC of this in writing beforehand and as soon as possible. Irrespective of compliance with this duty to inform, all damages incurred by KBC as a result of a delay on the part of the supplier, whether caused by fault or not, shall be borne by the supplier.

If the agreed delivery deadline is not met for reasons other than force majeure, KBC shall furthermore be entitled to claim a penalty of 1 % for each commenced week by which the delivery is delayed, up to a maximum of 10 % of the total order value to KBC, irrespective of fault. Any claims for damages shall remain unaffected despite payment of the penalty.

If import, export or other official permits as well as approvals or consents of third parties are required for the execution of the order, the supplier shall procure these in good time. In the event of premature delivery, KBC reserves the right to charge the supplier for any resulting additional costs, such as storage costs, or to reject the delivery.

15 Payment and prohibition of assignment

Unless otherwise agreed in writing between the parties, all payments shall be made net within 30 days of receipt of the invoice, provided that the invoice has been properly issued in accordance with the section on invoices and delivery notes and provided that all the conditions specified in the order have been fulfilled. Payments by KBC shall not constitute any acknowledgement of the correctness of the delivery, documentation and/or provision of services and thus no waiver of claims arising from defects in performance, for whatever legal reason. An assignment of claims by the supplier shall only be permissible with the prior written consent of KBC. Payment shall not constitute any acknowledgement of the delivery or service and thus no waiver of any claims.

KBC does not recognise a prohibition on offsetting; rather, KBC shall in any case be entitled to offset all claims to which KBC is entitled against the supplier, if applicable.

16 Acceptance and warranty

At the time of acceptance by KBC, no reservation of title or security interests of any kind whatsoever may exist in the delivered goods, otherwise the supplier shall indemnify and hold KBC harmless for any damage arising therefrom. Confirmations on the counterfoil and/or the receipt of acceptance of the goods shall always apply only with reservation, i.e. the deliveries and services shall only be deemed to have been accepted if the subsequent inspection does not reveal any shortages and/or defects.

The supplier warrants that the services provided by it are not defective and have the agreed and/or usually assumed properties. The warranty period shall be 24 months and shall commence on the day on which the deliveries and services were accepted by KBC free of defects and the delivery note was signed by KBC or its end customer. If acceptance has been agreed, the warranty period shall commence with the acceptance and the acceptance report signed by KBC. In the event of a replacement delivery or rectification of a defect, the warranty period for the deliveries or services concerned shall start anew after acceptance, including for all defects that have not yet been discovered.

KBC shall not be bound by any statutory or otherwise prescribed time limits for the submission of a notice of defect or the assertion and enforcement of other claims of a statutory or contractual nature within the warranty period, either in respect of obvious or hidden defects.

The supplier expressly waives the objection of late notification of defects pursuant to § 377 UGB. For defects that cannot be detected within the warranty period even with economically reasonable and customary effort, KBC shall be entitled to make a notice of defect at least 3 months after discovery of the defect, even after expiry of the warranty period, and the supplier shall be obliged to provide warranty for these defects as well.

In the case of goods which can be assessed according to quality characteristics, the quality control is carried out according to the respective valid MIL sampling procedure (currently MIL-105E) with the AQL value stated in the technical documentation. If no value is specified, AQL 1.5 % applies. The test criteria shall be those specified in the purchase order and, subsidiarily, those specified in the relevant standards or the usually recognised characteristics. If, after this inspection, a delivery or a delivery lot proves to be defective, the entire delivery shall be treated as defective. In such a case, KBC shall also have the right to cancel that part of the order that has not yet been definitively accepted, without this giving rise to any claims whatsoever against KBC.



If there is a warranty defect, KBC shall be entitled, irrespective of other statutory claims, even if the defects are insignificant or remediable, to demand, at its own discretion, free replacement delivery, free rectification of the defects, rescission or a reasonable price reduction, or to have the identified defects rectified at the supplier's expense. Should a grace period be required due to statutory provisions, a period of 14 days shall be deemed reasonable in any case. In urgent cases, KBC shall be entitled to carry out the necessary repair work or replacement deliveries itself or have them carried out by third parties at the supplier's expense in a manner deemed suitable by KBC without granting a grace period. The supplier's warranty for deliveries in which defects that have occurred are remedied by KBC or third parties shall otherwise remain in force.

Should a defect only become apparent in the course of processing of the delivered goods by KBC, which is due to non-compliance with the specifications required and stated by KBC in the order and/or the quality customary in the trade, KBC shall also be entitled to compensation for the frustrated expenses incurred in connection with the use of the defective material, among other things, as a claim for damages. The supplier shall fully indemnify and hold KBC harmless for all warranty claims and/or claims for damages brought against KBC that are caused by the delivered goods.

During the warranty period, KBC may claim a non-interest-bearing liability rebate of up to 10% of the order value.

No security interests of any kind whatsoever of third parties may exist in the delivered goods at the time of acceptance by KBC, otherwise the supplier will indemnify and hold KBC harmless for any resulting damage.

17 Compensation and product liability

The supplier shall be liable for all personal injury, property damage and financial loss (including loss of profit) - even in the case of slight negligence - caused by the supplier or his vicarious agents. The same shall apply in the event of omission or improper performance of work provided for in the contract or other breaches of the contract. The supplier shall indemnify and hold KBC harmless in the event of claims by third parties.

The supplier shall bear the burden of proof for the non-existence of defects and for the existence of only minor defects.

The supplier undertakes to compensate KBC for all product liability damage with regard to the products delivered by it, which also includes partial products, and to indemnify KBC and hold it harmless against all product liability claims by third parties, both with regard to personal injury and property damage and any financial loss arising therefrom.

The supplier is further obliged to provide all documents, instructions, drawings and other documentation required for the intended use (installation, application, etc.) of the products delivered by him without being asked to do so and in full. Furthermore, upon request, the supplier shall immediately name the respective manufacturer, importer or upstream supplier.

Should the supplier become aware of circumstances that could lead to product liability claims, it shall be obliged to report this to KBC without delay and to compensate KBC for all expenses and damages incurred by KBC in connection with any retrieval actions of the defective products or which KBC must compensate third parties.

Should litigation arise in product liability cases, the Supplier shall hand over all relevant evidence in a timely manner, support KBC to the best of its ability and reimburse KBC for the reasonable costs of such litigation.

KBC does not accept the exclusion of a recourse claim pursuant to § 12 PHG.

18 Copyright and patent rights

The supplier shall be obliged to fully indemnify and hold KBC harmless in respect of all patent, trademark, design protection or copyright disputes arising in connection with the delivery and/or service. In particular, the supplier guarantees that its deliveries and/or services can be used, communicated and exploited by KBC in a freely selectable form (e.g. through distribution in electronic media such as the Internet, as part of software, etc.). In principle, KBC shall also be entitled to make translations or other changes to the supplier's work.

19 Production documents

Drawings, plans, samples, models, moulds and other aids handed over by KBC to the supplier shall remain the material and intellectual property of KBC, which KBC may freely dispose of and shall be subject to the relevant statutory provisions regarding reproduction, imitation, etc. Furthermore, any use, in particular the passing on, reproduction, publication and making available, including copying, even of extracts, shall require the express written consent of KBC. All documents shall be kept secret by the supplier. The supplier shall impose the confidentiality obligation on all employees who will have access to such production documents. Any claims for compensation on the part of the supplier due to untimely provision shall be excluded.

With the exception mentioned here with regard to the express written consent, the supplier shall in any case be prohibited from distributing or reproducing all documents described above in any manner whatsoever. The supplier shall keep them carefully, protect them from unauthorised knowledge and return them to KBC without being asked to do so upon request or in the event of termination of the contract negotiations or upon termination of the contract. The supplier shall have no right of retention. In the event of an infringement of KBC's copyrights or of the provisions set forth herein, the Supplier shall pay KBC a contractual penalty in the amount of € 50,000. Any further claims for damages or injunctive relief shall remain unaffected.

20 Subcontractor

The supplier shall not be entitled to have the contractual deliveries or services performed in full by a subcontractor. The Supplier shall be entitled to subcontract parts of the scope of delivery/service to third parties, provided that KBC has given its prior written consent to this procedure. In the event that the Supplier subcontracts parts of the order to third parties, the Supplier shall be fully responsible and liable to KBC for the conduct of such third parties. The supplier shall bind the subcontractor to all contractual obligations and liabilities of the supplier and, upon KBC's request, provide proof of the proper binding at any time.

21 Code of Conduct

21.1 The Supplier shall strictly observe the KBC Code of Conduct ("KBC Code" for short) in the performance of its delivery and service and shall encourage its employees and subcontractors to observe it. The Code of Conduct is available at <https://www.k-business.com/en/kbc/terms-of-service> or upon written request.

21.2 The Supplier undertakes to comply with the statutory provisions to combat undeclared work, the Employee Posting Act, the Employee Temporary Employment Act and the provisions of social security law, in particular with regard to the payment of contributions.

21.3 The supplier shall be obliged to indemnify KBC against all claims of the supplier's employees, the employees of its subcontractors and all employees of all other subordinate subcontractors who are subject to the statutory provisions imposing corresponding liability.

21.4 If the Supplier breaches the obligations set out in Clauses 20.1 and 20.2, this shall entitle KBC to terminate the agreement for good cause without the need for a termination notice.

22 Confidentiality

The supplier undertakes to maintain confidentiality with regard to information that comes to his knowledge in connection with the order or the processing of the order, insofar as it is not generally known or has not come to his knowledge in any other lawful manner. He shall use data that has become known to him exclusively for the purpose of order processing. The supplier shall protect this data and information from access by third parties and shall likewise oblige his employees and vicarious agents as well as subcontractors involved in this to maintain appropriate confidentiality. The provisions regarding confidentiality and data protection shall continue to apply even after complete fulfilment of the order and termination of all contractual relationships with the supplier.

The supplier shall return all documents and data provided by KBC, as well as any copies made thereof, after performance of the service, destroy them or store them in a protected manner in the event of an order. The supplier may comply with its statutory obligations regarding information, correction and deletion of data, but shall in this respect case, KBC shall be informed as early as possible, if possible, in advance. The supplier shall provide all necessary documentation to demonstrate compliance with its obligations. If the Supplier has access to KBC's information or data via the Internet, KBC shall be entitled to check or have checked the Supplier's performance and service for security vulnerabilities.

The Supplier agrees that data related to the Agreement and its execution, including that of the Supplier, may be processed by KBC and transmitted to KBC's group companies. The supplier undertakes to pay KBC a non-culpable penalty of € 100,000 for each individual breach of this confidentiality obligation. Any claims for damages shall remain unaffected despite payment of the penalty.



23 Termination of contract

Without prejudice to any other rights, KBC is entitled to dissolve the agreement with immediate effect, if

- there is a serious breach of contract by the supplier or
- bankruptcy proceedings are instituted against the assets of the supplier or the institution of bankruptcy proceedings is rejected for lack of assets to cover costs or composition proceedings have been applied for or
- circumstances exist which prevent further proper fulfilment of the contract obviously make it impossible.

In the event of justified termination of the contract, KBC may, at its own discretion, either retain goods already delivered against payment of the aliquot remuneration or return them at the supplier's expense. The supplier shall compensate KBC for all damages and disadvantages suffered by KBC due to the premature termination of the contract.

24 Jurisdiction and applicable law

The contractual relations shall be governed exclusively by Austrian law to the exclusion of its conflict-of-law rules. The application of the United Nations UNCITRAL Convention on Contracts for the International Sale of Goods is excluded. The place of performance shall be Vienna. The court with subject-matter jurisdiction in Vienna shall have exclusive jurisdiction to decide on all disputes arising from the contractual relations - including those concerning their existence or non-existence. In the event that the supplier is domiciled abroad and at the time of assertion of claims arising from the present legal transaction a corresponding intergovernmental agreement on the enforceability of judgments in civil and commercial matters does not exist, all disputes arising from the present legal transaction shall be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The seat of the arbitral tribunal shall be Vienna.

25 Final provisions

- 25.1 The supplier gives its express consent for its (company) name, address and e-mail address to be passed on to the respective end client of KBC, insofar as this is necessary for the fulfilment of the order.
- 25.2 The supplier shall notify KBC in writing without delay of any changes to its name or company name, address, legal form, company register number, paying agent, etc. The supplier shall also notify KBC in writing of any changes to its legal form.
- 25.3 All fees associated with the establishment of the contract shall be borne by the supplier.
- 25.4 KBC does not recognise a prohibition on offsetting; rather, KBC shall in any case be entitled to offset all claims to which KBC is entitled against the supplier, if applicable.
- 25.5 The supplier shall have no right of retention in respect of the services to be provided or rendered by him.
- 25.6 The supplier shall not be entitled to transfer, assign or otherwise transfer to third parties any rights and obligations arising from the contractual relationship, including claims for remuneration and any claims for damages, without KBC's prior written consent.
- 25.7 Should individual provisions of these Terms and Conditions of Purchase be invalid in whole or in part, the remaining provisions shall remain valid. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes as close as possible to the invalid provision in economic terms. The same shall apply in the event of a loophole.
- 25.8 Supplements and/or amendments to these Terms and Conditions of Purchase must be made in writing. This shall also apply to any waiver of the requirement of the written form. Verbal collateral agreements do not exist.