

# General Terms and Conditions of Sale, Delivery and Performance

## KMF Industrial Technologies GmbH

As of: May 2026 | Legal Framework: Austrian Law

### 1. Scope, Business-to-Business Transactions, Precedence of these Terms

These General Terms and Conditions of Sale, Delivery and Performance apply to all offers, deliveries, services, work performances, engineering services, assembly, commissioning, repair, service and consulting services of KMF Industrial Technologies GmbH, hereinafter referred to as „KIT“ or the „Seller“, provided to entrepreneurs within the meaning of the Austrian Commercial Code, legal entities under public law and other professional customers. They do not apply to consumers within the meaning of the Austrian Consumer Protection Act. These Terms also apply to all future transactions with the Buyer, even if no express reference is made to them in an individual case. Any purchasing, contractual or other terms and conditions of the Buyer that deviate from, conflict with or supplement these Terms shall not become part of the contract unless KIT expressly agrees to their application in writing. This also applies if KIT performs services, makes deliveries or accepts payments without reservation while being aware of such terms and conditions. Individual written agreements in an offer, order confirmation or separate contract shall take precedence over these Terms only to the extent that they expressly deviate from these Terms. In case of doubt, all provisions of these Terms that have not been expressly amended shall remain in force. Where these Terms require written form, transmission by e-mail shall be sufficient unless mandatory statutory provisions or an individual agreement provide for stricter formal requirements. Oral side agreements, technical assumptions or commercial commitments shall be binding only if confirmed by KIT in writing.

### 2. Offers, Conclusion of Contract and Contractual Content

Offers made by KIT are non-binding and subject to change unless expressly designated as binding. Technical data, weights, dimensions, performance data, consumption values, drawings, illustrations, brochures, catalogues, price lists, cost estimates and other documents shall be binding only if they are expressly agreed as binding characteristics in the order confirmation or in the contract. A contract shall come into effect only upon written order confirmation by KIT or upon commencement of performance by KIT. The content of KIT's order confirmation shall be decisive for the scope of delivery, price, deadlines, technical specification, payment schedule, documentation, acceptance conditions and other contractual obligations. If the order confirmation deviates from the Buyer's order, enquiry, negotiation minutes or other documents, KIT's order confirmation shall apply unless the Buyer objects in writing within three working days of receipt. All amendments and supplements to the contract, in particular changes to the scope of delivery, technical specification, testing and acceptance conditions, documentation, project schedule or payment terms, require written confirmation by KIT. Without such confirmation, KIT shall have no obligation to implement the change. Import, export, foreign exchange, transport, operating, construction, assembly, safety and other permits or approvals shall, unless expressly agreed otherwise, be obtained by the Buyer in due time, in full and at its own expense. Delays or additional costs resulting from missing, delayed or defective permits or approvals shall be borne by the Buyer.

### 3. Scope of Delivery, Technical Design, Changes and Tolerances

The scope of delivery and performance shall be determined exclusively by KIT's written order confirmation together with the attachments expressly incorporated therein. Services, ancillary services, assembly services, training, documentation, certificates, inspections, evidence, special packaging, spare parts, consumables, software functions, interfaces, adaptations or supplies not expressly included are not owed and, where applicable, shall be remunerated separately. KIT is entitled to make technical changes, design adaptations, material substitutions, changes to manufacturing or procurement routes and other improvements, provided that the contractually agreed main function is not materially impaired thereby. This applies in particular in the event of changed standards, supply chains, material availability, safety requirements, manufacturing requirements or product improvements. Customary industry, technical, manufacturing-related, standards-compliant or material-related tolerances with respect to dimensions, weight, surface, colour, roughness, weld seam execution, machining marks, performance values, consumption values and other characteristics shall be deemed contractually compliant, provided that they do not materially impair ordinary or agreed usability. Performance, throughput, availability, service life, wear, energy or consumption data shall constitute guarantees only if KIT expressly designates them in writing as guarantees and supports them with specific measurement, operating, material, environmental, maintenance and acceptance conditions. Otherwise, they constitute technical target values, empirical values or guide values.

### 4. Technical Documents, Know-how, Intellectual Property and Confidentiality

All offers, calculations, drawings, plans, sketches, 3D models, models, samples, manufacturing documents, bills of materials, test documents, calculations, layouts, software, interface descriptions, design ideas, process concepts, project documents, documentation and other technical or commercial information shall remain the exclusive property and know-how of KIT unless demonstrably provided by the Buyer. The Buyer shall receive only a simple, non-transferable right of use in such documents and information to the extent that this is strictly necessary for the contractual use of the delivery item. Any use beyond this, disclosure, reproduction, processing, publication, exploitation, reverse engineering, back-engineering, manufacture of spare or replica parts, tendering to third parties or use for competitive purposes is prohibited without KIT's prior written consent. The Buyer shall treat all technical, commercial and other information received from KIT as strictly confidential and shall make such information accessible only to those employees, advisers or vicarious agents who need such information for performance of the contract and who are themselves bound by confidentiality obligations. This obligation shall continue to apply after termination of the contractual relationship. In the event of a breach of these obligations, KIT shall be entitled, in addition to compensation for the damage actually incurred, to claim a contractual penalty in an appropriate amount irrespective of fault. Unless a higher damage amount or a higher contractual penalty has been agreed in an individual case, an amount of up to EUR 100,000 per breach shall serve as guidance; in the case of continuing breaches, this shall apply for each commenced week of continuation. KIT reserves the right to claim further damages. Where KIT manufactures according to specifications, drawings, samples, specifications or other documents of the Buyer, the Buyer warrants that no third-party rights are infringed thereby. The Buyer shall fully indemnify and hold KIT harmless against all third-party claims arising from such infringement.

### 5. Buyer's Duties to Cooperate

The Buyer shall provide, in due time, completely, free from defects and free of charge, all cooperation required for the proper and timely performance of the contract. This includes, in particular, technical specifications, drawings, approvals, samples, material data, process data, installation conditions, operating media, permits, interface information, safety requirements, construction site releases, down payments, securities and other information or supplies to be provided by the Buyer. In the case of assembly, commissioning, service or work on site, the Buyer shall in particular ensure suitable access, free and safe working areas, foundations, media connections, energy, compressed air, water, extraction, lighting, cranes, lifting gear, scaffolding, forklifts, auxiliary personnel, safety briefings, work permits, local permits, construction site coordination and necessary protective measures, unless expressly agreed otherwise. If cooperation is not provided, or is incomplete, defective or delayed, delivery, performance and acceptance periods shall be extended appropriately. KIT shall be entitled to charge separately for additional costs, waiting times, downtime costs, travel costs, storage costs, rescheduling costs, remobilisation costs and other expenses arising thereby. In such case, KIT shall also be entitled to suspend performance until proper cooperation has been provided. KIT is not obliged to review information, specifications, drawings, calculations, prior work, materials or interfaces provided by the Buyer for correctness, completeness, suitability or freedom from third-party rights unless this has been expressly agreed as a separate service.

### 6. Prices, Ancillary Costs, Taxes and Price Adjustment

Unless expressly agreed otherwise, all prices are ex works KIT, unpacked, unloaded, uncleared and exclusive of value added tax. Packaging, preservation, export, sea freight, air freight or special packaging, loading, transport, insurance, customs duties, charges, taxes, official costs, disposal, storage, inspections, certificates, translations, special documentation and other ancillary services shall be charged separately. Prices are based on the cost and framework conditions known at the time the offer is made or, if no offer was made, at the time of the order confirmation. If cost factors substantially increase, in particular for steel, stainless steel, aluminium, plastics, electrical equipment, drives, controls, hydraulics, pneumatics, energy, labour, external services, purchased parts, transport, packaging, financing, customs duties, charges, taxes, exchange rates or statutory or official requirements, KIT shall be entitled to adjust the price accordingly. The right to adjust prices exists in particular for project durations of more than three months, for delivery or performance postponements originating in the Buyer's sphere, for a changed scope of delivery, changed specifications, unforeseeable market changes and price increases by upstream suppliers. Upon request, KIT shall present the circumstances relevant to the adjustment in an appropriate manner. Changes in taxes, charges, customs duties, official costs, statutory obligations or other public-law burdens shall in all cases be borne by the Buyer to the extent that they relate to the delivery or service and arise after conclusion of the contract or become known to KIT only thereafter.

### 7. Payment Terms, Default in Payment, Set-off and Securities

Payments shall be made in accordance with the agreed payment schedule. In the absence of a separate agreement, one third of the net order value shall be due upon order confirmation, one third at half of the expected delivery period or upon corresponding project progress, and the remainder upon readiness for delivery or readiness for acceptance prior to delivery, whichever event occurs first. Value added tax shall in any case become due upon invoicing, to the extent permitted by law. Payments shall be made net, free of charges, without deduction, without discount and in the agreed currency. Bank charges, exchange rate risks, withholding

taxes, retentions and other deductions shall be borne by the Buyer. Any cash discount requires an express written agreement and is permitted only if all due claims of KIT have been paid in full. The Buyer shall not be entitled to withhold or set off payments on account of alleged defects, counterclaims, warranty claims, damage claims or other claims unless the counterclaim has been expressly acknowledged by KIT in writing or has been finally adjudicated. Mandatory statutory rights of retention shall remain unaffected, but shall be limited to the absolutely necessary and appropriate amount. In the event of default in payment, KIT shall be entitled to charge default interest at the statutory rate for business-to-business transactions, but at least at 9.2 percentage points above the applicable base interest rate, as well as all reminder, collection, attorney and enforcement costs. Statutory lump-sum amounts for collection costs are reserved. If the Buyer is in default with a payment or other performance, if its creditworthiness deteriorates or if circumstances become known that make the Buyer's ability or willingness to pay appear doubtful, KIT shall be entitled to suspend outstanding deliveries and services, demand advance payment or appropriate securities, revoke payment terms, declare all outstanding claims due and, after setting an appropriate grace period, withdraw from the contract in whole or in part. Until all due claims have been paid in full, KIT shall not be obliged to hand over documents, documentation, source codes, passwords, activations, declarations of conformity, test certificates or other documents for which KIT is not mandatorily obliged to perform in advance, unless mandatory statutory provisions conflict therewith.

### 8. Delivery Periods, Delivery Dates, Partial Deliveries and Delay in Delivery

Delivery periods and delivery dates shall be binding only if expressly confirmed by KIT in writing as binding. In case of doubt, they are non-binding target dates. A delivery period shall not commence before complete technical and commercial clarification, receipt of agreed down payments or securities, availability of all required permits, approvals, supplies and cooperation of the Buyer, and clarification of all material interfaces. Changes to the scope of delivery, specification, acceptance conditions, documentation, place of destination, packaging, export requirements or other framework conditions shall extend agreed periods appropriately. The same applies in the event of delayed cooperation by the Buyer, force majeure events, supply chain disruptions, industrial action, official measures, energy or material shortages and other circumstances for which KIT is not responsible. KIT shall be entitled to make partial, advance and excess deliveries as well as appropriate partial performances, provided that this is reasonable for the Buyer. Partial deliveries and partial performances may be invoiced separately. If KIT is in default with a bindingly agreed delivery period, the Buyer may assert statutory rights only after setting an appropriate grace period in writing and after such period has expired fruitlessly. Claims for damages due to delay in delivery shall, to the extent permitted by law, be limited to foreseeable, typical and direct damages at the time of conclusion of the contract and shall in total be limited by the liability cap provided for in these Terms. Contractual penalties or penalties for delay shall be owed only if they have been expressly agreed by KIT in writing. If delivery, collection, acceptance, assembly, commissioning or any other service is delayed for reasons for which the Buyer is responsible or which originate in the Buyer's sphere, the performance shall be deemed timely upon notification of readiness for delivery, dispatch or acceptance. KIT shall be entitled to store the goods at the Buyer's cost and risk, invoice partial performances and charge all additional costs arising therefrom.

### 9. Packaging, Dispatch, Storage and Passing of Risk

Unless expressly agreed otherwise, deliveries shall be made ex works KIT (EXW, Incoterms 2020). Risk and costs shall pass to the Buyer no later than when the goods are made available at the works, warehouse or other place designated by KIT. This shall also apply if KIT organises dispatch, arranges transport, delivers carriage paid, undertakes assembly services or provides other differing logistical assistance for any other reason. Packaging shall be carried out at KIT's discretion in customary commercial manner. Special packaging, preservation, marking, documentation, transport or insurance instructions of the Buyer must be communicated in writing in due time and confirmed by KIT; they shall be charged separately. If dispatch, collection, handover or acceptance is delayed for reasons for which KIT is not responsible, risk shall pass to the Buyer upon notification of readiness for dispatch, collection or acceptance. KIT shall be entitled to store the goods at the Buyer's cost and risk and to charge appropriate storage, insurance, handling and financing costs. Transport damage shall be documented by the Buyer immediately vis-a-vis the carrier and notified to KIT in writing. Acceptance without a corresponding reservation on the transport documents may result in the loss of claims against the carrier and shall not affect the Buyer's payment obligation towards KIT.

### 10. Retention of Title and Security Rights

KIT retains title to all delivered goods, parts, components, documentation and other delivery items until full satisfaction of all present and future claims arising from the entire business relationship with the Buyer. The Buyer is obliged to treat the goods subject to retention of title with care, to insure them adequately at its own expense against customary risks, in particular fire, water, theft, damage and other property risks, and to provide KIT with corresponding insurance certificates upon request. The Buyer hereby assigns to KIT, by way of security, claims against insurers arising from damage to goods subject to retention of title. A sale, processing, combining, mixing, pledging, transfer by way of security or other disposal of goods subject to retention of title is permitted only in the ordinary course of business and only while safeguarding KIT's rights. In the event of processing, combining or mixing, KIT shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the value of the new item, to the extent legally permissible. The Buyer hereby assigns to KIT all claims arising from the resale, installation or other exploitation of the goods subject to retention of title, together with ancillary rights, up to the amount of KIT's outstanding claims. KIT accepts this assignment. The Buyer shall remain revocably authorised to collect these claims as long as it duly fulfils its payment obligations towards KIT. In the event of third-party access, in particular attachments, seizures, opening of insolvency proceedings, security rights or other impairments of the goods subject to retention of title or the assigned claims, the Buyer shall immediately inform KIT in writing and take all measures necessary to safeguard KIT's rights. In the case of deliveries abroad, the Buyer shall be obliged, at its own expense, to carry out all acts, registrations, declarations and security measures that are required or expedient under the law of the destination or location for the effectiveness or enforceability of the retention of title or economically equivalent security rights.

### 11. Acceptance, Tests, FAT/SAT and Deemed Acceptance

An acceptance test, Factory Acceptance Test (FAT), Site Acceptance Test (SAT), trial operation, performance verification or other test procedure shall be owed only if expressly agreed in writing. The content, duration, test parameters, measurement methods, tolerances, media, input materials, environmental conditions, responsibilities and costs of such tests shall be governed exclusively by the written agreement. Unless expressly agreed otherwise, acceptance tests shall take place at KIT's works or at a place designated by KIT during normal working hours. KIT shall inform the Buyer of readiness for testing in due time. If the Buyer does not appear despite timely invitation, KIT may conduct the test without the Buyer's presence and record the result unilaterally. Insignificant defects, minor deviations, subsequent submission of documentation, visual defects without impairment of function, rework without substantial restriction of use or open remaining items shall not prevent acceptance. Such items shall be recorded in an open-points list and completed within an appropriate period. Acceptance shall be deemed to have taken place if the Buyer does not conduct acceptance within five working days after notification of readiness for acceptance, if the Buyer refuses to sign the acceptance protocol without material reason, if the Buyer dispatches the goods, further processes them, puts them into operation, uses them productively, hands them over to third parties, or if the Buyer does not notify specific material defects in writing within five working days after testing. Repeat tests shall be owed only in the case of material defects for which KIT is responsible. If an objection proves unfounded or if the repeat test is based on circumstances originating in the Buyer's sphere, the Buyer shall bear all costs arising thereby, in particular personnel, travel, waiting, material, energy, test-bench, remobilisation and documentation costs. Upon acceptance, deemed acceptance, commissioning or productive use, visible defects that were not reserved shall be deemed approved. Payment due dates, warranty periods and consequences regarding risk shall in such case be linked to the date of actual or deemed acceptance.

### 12. Assembly, Commissioning, Service and Work on Site

Assembly, commissioning, service, repair, training or other on-site services shall be owed only if expressly agreed in writing. Unless otherwise agreed, such services shall be charged on a time and material basis at KIT's respectively applicable hourly or daily rates plus travel times, travel, accommodation, transport, waiting and ancillary costs. Before on-site services commence, the Buyer shall ensure that all structural, technical, organisational, safety-related and legal prerequisites have been created. These include, in particular, safe workplaces, suitable access routes, foundations, media, auxiliary facilities, approvals, work permits, safety briefings, local contact persons, auxiliary personnel and interfaces ready for operation. KIT shall be entitled to suspend or terminate on-site services if working conditions are unsafe, required cooperation is missing, preliminary work has not been completed, local safety or compliance requirements are not met or proper performance is not possible. The Buyer shall bear the resulting costs and scheduling consequences. Information provided by KIT regarding assembly, commissioning or service times are guide values unless expressly agreed as binding. Delays caused by the Buyer, other contractors, unsuitable construction site conditions, missing media, missing approvals, waiting times, safety incidents or changed circumstances shall be charged separately and shall result in an appropriate extension of deadlines.

### 13. Documentation, CE, Machine Safety and Operator Obligations

The type, scope, language, format and number of documentation items to be supplied by KIT shall be gov-

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erned exclusively by the written agreement. Unless otherwise agreed, documentation shall be provided in German or English and in electronic form. Additional copies, translations, special formats, customer-specific documentation systems, database entries, evidence or certificates shall be charged separately. KIT shall provide machine-regulatory, CE-related, risk-assessment, documentation or conformity-related services only to the extent that these are legally required and contractually assumed for the specifically agreed scope of delivery. If KIT is merely a supplier of partly completed machinery, components, spare parts, manufacturing services, repair services or contract manufacturing services, KIT shall not owe overall plant conformity and shall have no responsibility for the overall interface unless this has been expressly agreed. As operator, integrator, plant constructor or party placing the product on the market, the Buyer is responsible for all obligations arising from use, installation, the overall interface, operator organisation, local regulations, workplace safety, hazard analysis of the overall plant, intended operation, maintenance, inspection and subsequent modifications. Changes, conversions, software interventions, operating modes, input materials, process conditions or safety-related adaptations by the Buyer or third parties after delivery shall be carried out exclusively at the Buyer's risk. They may trigger warranty, liability and conformity consequences and shall release KIT from responsibilities to the extent that the damage, defect or legal consequence is based thereon.

#### 14. Warranty, Duty to Inspect and Give Notice of Defects

Unless mandatory law or an express written agreement provides otherwise, the warranty period shall be twelve months from delivery, readiness for delivery, acceptance or deemed acceptance, whichever event occurs first. For repairs, conversions, used goods, prototypes, trial parts and wear parts, warranty shall be assumed only to the mandatory statutory minimum extent or to the expressly agreed extent. The Buyer shall have deliveries and services professionally inspected immediately after takeover, acceptance, commissioning or other provision and shall notify visible defects in writing without delay, at the latest within five working days, with a precise description of the defect, operating conditions, operating data and affected parts. Hidden defects shall be notified immediately after discovery. If the Buyer fails to give timely notice, the deliveries and services shall be deemed approved with respect to such defects. KIT's warranty shall, at KIT's option, be limited to improvement, replacement of defective parts, subsequent delivery or an appropriate price reduction. The Buyer shall have a right to self-remedy, substitute performance by third parties or withdrawal only subject to the statutory requirements and only after prior written setting of an appropriate period for improvement, unless danger is imminent. The Buyer shall give KIT the necessary time and opportunity to inspect and remedy defects. If goods or parts are returned to KIT for inspection or rectification, the Buyer shall bear the costs and risk of transport to KIT unless the defect is acknowledged by KIT or proves to be attributable to KIT. Replaced parts shall become the property of KIT. No warranty shall exist, in particular, in the case of normal wear and tear, unsuitable or improper use, defective storage, assembly, commissioning, operation or maintenance, unsuitable media, raw materials or process conditions, overload, corrosion, abrasion, chemical effects, third-party parts, interventions by the Buyer or third parties, unauthorised repairs, software changes, lack of maintenance, non-compliance with operating instructions or use outside the agreed operating conditions. For parts, components, software, materials or services that KIT obtains from suppliers prescribed by the Buyer or performs according to the Buyer's specifications, KIT shall be liable only to the extent that KIT has actually enforceable claims against the upstream supplier and their assignment or passing on to the Buyer is reasonable and legally possible. KIT shall have no responsibility of its own for the correctness of the Buyer's design, specification or requirement. Rectification of a defect shall not restart the warranty period for the entire delivery item. For replaced or repaired parts, an appropriate remaining period shall apply, but at most the original warranty period, to the extent legally permissible and unless expressly agreed otherwise.

#### 15. Liability, Damages, Consequential Loss and Liability Cap

To the extent permitted by law, KIT shall be liable only for damage caused by intentional or grossly negligent conduct of KIT. Liability for slight negligence is excluded to the extent permitted by law; in any case, liability for slight negligence is excluded in respect of indirect damage, consequential damage, pure financial loss, loss of production, loss of use, business interruption, downtime costs, loss of profit, lost savings, financing costs, contractual penalties or penalties owed by the Buyer to third parties, replacement procurement costs, recall costs, data loss, reputational damage and other indirect damage. To the extent that KIT is liable on the merits, such liability shall, to the extent permitted by law, be limited in total to 5% of the net order value of the specifically affected delivery or service part. In the case of item-specific deliveries, liability shall in any case be limited to the net value of the affected item. Any further liability shall exist only if and to the extent that mandatory law so requires or KIT has assumed an express written guarantee. The foregoing limitations of liability shall not apply in the case of intent, personal injury, to the extent that a limitation is legally impermissible, or to mandatory claims under the Austrian Product Liability Act or other mandatory statutory liability provisions. They shall also not apply to the extent that KIT has fraudulently concealed a defect or has assumed an express guarantee for a specific characteristic. The Buyer shall take all reasonable measures to avoid and mitigate damage, in particular ensuring suitable maintenance, operation, monitoring, data backup, spare parts stocking, emergency processes, downtime precautions and operator training. If the Buyer fails to take such measures, any claims shall be reduced accordingly. Claims for damages shall, to the extent permitted by law, be brought before a court within six months from knowledge of the damage and the injuring party, but at the latest within one year after expiry of the warranty period, failing which they shall lapse.

#### 16. Relief Events, Force Majeure and Impediments to Performance

KIT shall be released from the obligation to provide timely or complete performance for as long as and to the extent that KIT is prevented from doing so or materially impeded by events that lie outside KIT's reasonable sphere of influence or for which KIT is not responsible. In such case, delivery, performance and acceptance periods shall be extended appropriately; additional costs shall be borne by the Buyer to the extent that they are not attributable to KIT. Such events include, in particular, force majeure, war, terrorism, unrest, strike, lock-out, industrial action, pandemic, epidemic, quarantine, official measures, import or export restrictions, sanctions, embargoes, energy shortages, power, gas, IT or telecommunications outages, cyberattacks, transport disruptions, port or border closures, raw material or material shortages, failure or delay of upstream suppliers, natural events, fire, flooding, extreme weather events, accidents, machine breakdowns and other circumstances that are unforeseeable or unavoidable despite reasonable care. KIT shall inform the Buyer of such circumstances and their expected effects as soon as this is possible with reasonable effort. KIT shall not be obliged to carry out substitute procurements, express deliveries, special transports, multi-shift operation, alternative materials, alternative suppliers or other acceleration measures at its own expense. If such an event continues for longer than eight weeks or if performance of the contract thereby becomes economically or technically unreasonable, KIT shall be entitled to withdraw from the contract in whole or in part or to demand an adjustment of price, deadlines and scope of performance. Services already performed or commenced shall in any case be remunerated.

#### 17. Export Control, Sanctions, End Use and Compliance

The Buyer is obliged to comply with all applicable export control, sanctions, embargo, customs, import, foreign exchange, tax, occupational safety, environmental, anti-corruption, dual-use and compliance regulations. It shall provide KIT in due time, completely and truthfully with all information required for export, import, transport, end use, end customer screening and official approvals. The Buyer warrants that the delivery items will not be used directly or indirectly for prohibited purposes or purposes requiring approval, delivered to sanctioned persons, companies, organisations, countries or regions, or passed on contrary to applicable regulations. The Buyer shall indemnify and hold KIT harmless against all claims, damages, penalties, costs and disadvantages arising from a breach of these obligations. KIT shall be entitled to suspend deliveries, services, documentation, payments or other contract performance or to withdraw from the contract if there are justified doubts regarding compliance with export control, sanctions, dual-use or compliance regulations or if required approvals are not available in due time. The Buyer shall bear the scheduling consequences and additional costs arising therefrom.

#### 18. Software, Digital Components, Data and Interfaces

Where software, control programs, parameterisations, HMI, PLC programs, visualisations, digital models, interfaces, databases or other digital components are delivered, the Buyer shall, unless expressly agreed otherwise, receive only a simple, non-exclusive, non-transferable right of use limited to the use of the specific delivery item. Source codes, development documentation, passwords, administration rights, engineering projects, internal libraries, macros, parameterisation tools, algorithms, simulation models and other development or know-how components of KIT shall not be owed unless their handover has been expressly agreed in writing. The Buyer is responsible within its sphere for data backup, IT security, network security, access protection, user administration, virus protection, updates of its own infrastructure, interface coordination and cybersecurity measures. To the extent permitted by law, KIT shall not be liable for data loss, operational disruptions, cyber incidents or interface problems for which KIT is not responsible. Changes to software, parameters, controls, interfaces or safety devices by the Buyer or third parties shall be made exclusively at the Buyer's risk and may exclude warranty, liability and conformity claims against KIT to the extent that a defect or damage is based thereon.

#### 19. Repairs, Conversions, Used Goods, Prototypes and Trial Services

In the case of repair, conversion, modernisation, retrofit, service or troubleshooting orders, unless expressly agreed otherwise, KIT shall not owe a specific economic success but professional performance based on the condition of the respective item recognisable at the time of performance. Hidden damage, pre-existing damage, third-party in-

terventions, missing documentation, spare parts no longer available or changed standards may lead to additional costs and schedule shifts. In the case of used goods, old plants, supplied parts, prototypes, trial parts, development services or customer-specific special solutions, function, service life, durability, performance and suitability shall be owed only to the extent expressly agreed in writing. Development, trial and prototype services may by their nature involve technical risks, iterations and uncertainties of outcome. KIT shall be entitled to discontinue repair, conversion or service work or to demand an adjustment of price, deadline and scope of performance if, after commencement of work, it becomes apparent that the actual condition deviates materially from the assumed condition or that professional execution with the originally calculated means is not possible or is economically unreasonable.

#### 20. Withdrawal, Suspension, Invoicing of Work Commenced

KIT shall be entitled to suspend contract performance or to withdraw from the contract in whole or in part if the Buyer breaches material contractual obligations, fails to make payments on time, fails to provide required cooperation, fails to provide securities, refuses acceptance or takeover, breaches export control or compliance obligations, or if other circumstances occur that make continuation of the contract unreasonable for KIT. In the event of withdrawal or justified suspension by KIT, the Buyer shall remunerate all services, materials, purchased parts, engineering services, project costs, cancellation costs, storage costs and other expenses that have been performed, commenced, allocated or ordered up to that point. KIT shall be entitled to hand over finished or commenced parts against corresponding payment or, where handover is not expedient, to demand appropriate compensation for value. The Buyer shall have rights of withdrawal, termination or cancellation only if they are mandatorily provided by law or expressly agreed in writing. Free cancellation by the Buyer is excluded. If KIT accepts a cancellation as a gesture of goodwill, the claim for compensation of all incurred and allocated costs as well as an appropriate profit share shall remain unaffected.

#### 21. Data Protection

KIT processes personal data of the Buyer, its employees, representatives and contact persons to the extent necessary for the initiation, performance, processing and documentation of the business relationship, for compliance with statutory obligations, for safeguarding legitimate interests or on the basis of consent. The Buyer shall ensure that all contact persons, employees and other affected persons named by it are informed about the processing of their personal data by KIT. Further details may be regulated in a separate privacy notice of KIT. Where, within the framework of a specific project, the parties process personal data on behalf of another party or special data protection obligations arise, they shall conclude the data protection agreements required for this purpose separately.

#### 22. Assignment, Engagement of Third Parties, Subcontractor Protection Clause, References

The Buyer may assign, transfer, pledge or otherwise pass on rights and obligations under the contract only with KIT's prior written consent. KIT is entitled to assign claims against the Buyer for financing, security or collection purposes. KIT is entitled to use subcontractors, upstream suppliers, affiliated companies, freelancers or other third parties for performance of the contract, provided that legitimate interests of the Buyer are not materially impaired thereby. The Buyer undertakes not to directly or indirectly contact, enquire with, commission or otherwise use subcontractors, upstream suppliers, freelancers, affiliated companies or other third parties used or named by KIT in connection with the initiation, offer preparation or performance of the contract for identical, similar, derived, replacement, extension or follow-up projects without KIT's prior written consent, provided that the Buyer became aware of such third parties only through KIT or in connection with the business relationship with KIT. This obligation shall apply for the duration of the business relationship and for a period of 24 months after completion of the respective project. Excluded are third parties with whom the Buyer demonstrably already maintained an independent business relationship before their disclosure by KIT or who were known to the Buyer independently of KIT. If the Buyer breaches this obligation, it shall be liable to KIT for compensation of all damage arising therefrom. Compensable damage includes, in particular, lost contribution margin, loss of profit, frustrated offer, project planning and acquisition expenses as well as other disadvantages arising from circumvention of the business relationship. Further claims of KIT, in particular for injunctive relief, rendering of accounts and surrender of any advantage obtained through the circumvention, shall remain unaffected. The right to assert further damages is expressly reserved. KIT may use the Buyer's name and a factual description of the project as a reference, unless the Buyer objects for legitimate reasons or has notified special confidentiality interests in writing. Technical details, confidential information and non-public project data shall remain unaffected by this.

#### 23. Language, Order of Precedence of Contract Documents and Interpretation

The German version of these Terms shall be authoritative. Translations are provided for information only unless another language version has been expressly agreed in writing as binding. In the event of contradictions between contract documents, the following order of precedence shall apply unless expressly agreed otherwise: individual written agreement, KIT's order confirmation, technical attachments expressly approved by KIT, KIT's offer, these Terms, other documents. The Buyer's purchasing terms shall apply only if expressly acknowledged by KIT in writing. Unclear or incomplete technical or commercial provisions shall be interpreted in such a way as to enable economically appropriate, technically feasible contract performance that is reasonable for KIT. Guarantees, penalties, fixed dates, extensions of liability and special quality commitments shall always require an express written agreement.

#### 24. Jurisdiction, Applicable Law and Place of Performance

Austrian substantive law shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods and conflict-of-law rules to the extent that they would lead to the application of another law. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the court in Austria having subject-matter and local jurisdiction for KIT's registered office. However, KIT shall also be entitled to sue the Buyer at the Buyer's general place of jurisdiction or at any other competent court. Unless expressly agreed otherwise, the place of performance for deliveries, services, payments and all other obligations shall be Villach, Austria. This shall also apply if handover, dispatch, assembly or performance is agreed to take place at another location.

#### 25. Severability Clause

If any provision of these Terms or of a contract concluded on their basis is or becomes invalid, unenforceable or incomplete in whole or in part, the validity of the remaining provisions shall remain unaffected. To the extent legally permissible, the invalid, unenforceable or incomplete provision shall be deemed replaced by such valid and enforceable provision that most closely reflects the economic purpose of the original provision. The same shall apply to any contractual gaps.