

General Terms and Conditions of Purchase (GTC-PEU) for SEMPERIT GROUP companies in Europe

1. Conclusion of a contract

- 1.1. Unless otherwise agreed all deliveries and services ordered by us shall be subject to these General Terms and Conditions of Purchase Europe (hereinafter "GTC-PEU"). Terms and conditions of delivery or other contract form sheets, templates or standard documents of the Supplier shall not be applicable even if we do not expressly object thereto. If the Supplier has submitted an offer, the contract shall be concluded as of dispatch of and according to our purchase order (hereinafter "PO").
- 1.2. POs shall be acknowledged by means of the enclosed reply letter or means of performance. If we do not receive an acknowledgement of the order which fully corresponds to our PO within a period of 7 days, we shall be entitled to cancel the PO. If we do not cancel the PO, the supply agreement with us shall nevertheless exclusively be concluded according to the scope and on the terms and conditions of our PO and this GTC-PEU. Commencement of the performance of the PO (even partial) shall constitute the acknowledgment of the PO by the Supplier without any deviations. Such supply agreement will be referred to hereinafter as "PO" or "contract".
- 1.3. All agreements and all our statements shall require written form in order to be valid. This requirement shall not refer to POs placed only orally or by fax that include a PO number and are subsequently acknowledged in writing; such oral / faxed orders shall take effect as of receipt of the corresponding order acknowledgement.
- 1.4. All commercial clauses stated in supply agreements shall be understood within the meaning of the Incoterms applicable from time to time unless some other meaning is expressly agreed in writing.
- 1.5. The terms "delivery" and "supply" as used in these GTC-PEU shall include both deliveries of goods and other items (in particular energy, technical equipment, works and / or software) and the provision of services as well as the granting of rights. Wherever the term "goods" is used in these GTC-PEU, the GTC-PEU shall also apply to all other types of deliverables mutatis mutandis may it be tangible or intangible goods, rights, works, services, software, etc.
- 1.6. For sake of streamlining of wording the counterparty to the Supplier is herein denominated Buyer in this GTC-PEU. This denomination does not have any meaning on the nature of the contract in defining the contractual relationship as a purchase contract. The nature of the contract is defined by the subject of the contract and provisions relating to it.

2. Type and place of delivery / performance, title

- 2.1. Deliveries shall be handled according to our instructions. Goods shall be packed properly. Deliveries shall be in compliance with the regulations on safety, packaging and dangerous goods applicable at the place of delivery and the seat of the Buyer; the related papers (e.g. safety data sheets and test certificates) shall be enclosed. With respect to utilisation and disposal of means of packaging our directives and rules shall be observed and co-ordinated with us, if necessary. Unless otherwise agreed deliveries shall be made DDP (named place of destination) according to the Incoterms. If no place is mentioned DDP shall mean DDP to the operative seat of the Buyer. The ownership title and all risks pass on from the Supplier to the Buyer upon handover of the goods to the Buyer. Delivery periods shall commence on the date of issuance of our PO. Partial deliveries are not allowed and may only be made with our consent.
- 2.2. Insurance of the goods against transport damage or other damage shall be the responsibility of the Supplier. This can be at our cost only if expressly agreed.
- 2.3. The Supplier is obliged to deliver to the Buyer all documents required for acceptance and use of the goods, as well as other documents stipulated in the contract or required by local laws applying to the Buyer. Unless provided otherwise in the contract, the documents shall be delivered at the place and time of acceptance of the goods.
- 2.4. The Buyer shall be entitled to postponement of deliveries to a date at his discretion upon giving one month prior notice to the Supplier without the Supplier being entitled to claim any extra costs and expenditures related to such postponement. In case delivery dates or other dates related to execution of an order had been penalized after such postponement the new dates for delivery / execution shall be penalized analogously and payment dates related to delivery / execution shall be adapted accordingly.
- 2.5. The Supplier shall not be entitled to any compensation whatsoever if the Buyer terminates the contract with one month notice because of internal measures or rearrangements, e.g. if he discontinues production of the products, alters specifications of the products or the production process or if management has taken decision on spending cut or similar measures.

3. Prices and payment terms

- 3.1. All prices shall be fixed prices unless deviating provisions have been explicitly agreed to by the Buyer. Unless the Buyer has expressly agreed to price adjustments in advance, price increases after conclusion of the contract are not permitted in any case, unless the Supplier is entitled to an increase due to mandatory legal provisions that cannot be waived. The burden of proof that an increase is due to such a mandatory legal provision lies with the Supplier.
- 3.2. Unless we agreed to a shorter payment period invoices shall be due and payable within 60 days after receipt of a legally valid, correct and verifiable invoice being in compliance with all applicable laws by the Supplier including his UID-number and the Buyer's valid VAT number provided the Supplier has delivered / performed timely in accordance with the contract and free of defects / deficiencies. If Buyer pays within 14 days after an invoice being due he may deduct 3 % discount.
- 3.3. Unless agreed otherwise, the prices are based on the DDP parity under the most recent valid version of Incoterms 2020. The price includes all costs of packaging, transportation, insurance and any other applicable charges, fees and taxes but excluding VAT if any. Value added tax shall be shown separately in the invoice. Invoices that have not been properly issued shall be deemed not having been issued and are neither due nor payable. The Buyer is entitled to ask the Supplier at his discretion for electronic invoicing.
- 3.4. Payments shall be deemed neither an acknowledgement of proper delivery nor a waiver of any rights whatsoever. The place of performance with respect to payments to be made by the Buyer shall be the seat of the Buyer and payment obligations are fulfilled the moment payment has been transferred from the Buyer's bank account.
- 3.5. The Buyer expressly reserves the right to automatically deduct from the payments made to the Supplier, any and all sums which the Supplier or his affiliated companies may owe the Buyer or any of the Buyer's affiliated companies for whatever reason.

4. Untimely delivery / Delay

- 4.1. Time of performance is of essence. If the Supplier is in default, the Buyer shall be entitled to withdraw from the contract with immediate effect ("Rücktritt vom Vertrag") by written notice (e-mail, fax or letter). Buyer is entitled to execute this right without having to announce such withdrawal from the contract previously to making use of this right and without having to grant a period of grace. The Buyer may however at his discretion opt to grant to the Supplier a reasonable period of grace before making use of his right to terminate the contract.

If a fixed delivery date has been agreed ("Fixgeschäft"), the contract shall be terminated upon non-observance of the agreed fixed date unless we demand performance of the contract within 14 days. The Buyer may also terminate the contract any time if he has grounds for reasonable doubts that the Supplier will be able to fulfil his obligations at the fixed dates. This provision will apply at discretion of the Buyer to any transactions with a fixed delivery date where from the purpose of the transaction or the agreement it is clear from perception of the Buyer that the Buyer has no interest in delayed performance.

- 4.2. If the delivery date is not observed, the Supplier shall pay a contractual penalty in the amount of 0.5% of the total price for each commenced week of delay but not more than 5% of the total price, irrespective of fault. If the contract is terminated due to the default of the Supplier or if the Supplier is no longer able to render performance of the contract, a contractual penalty of 5% of the total price shall be paid in any case. This does not waive the right of the Buyer to claim additional damages and the Buyer reserves the right to claim any actually incurred losses in excess of this amount.
- 4.3. In case the Buyer makes use of his right to terminate the contract with regards to untimely / delayed delivery, he is entitled to cumulatively demand that
- Supplier picks up / dismantle goods delivered at his costs
 - Supplier pays back any remuneration already received with regards to the terminated PO within 30 days of notice of termination
 - Supplier indemnifies and holds the Buyer harmless against any damages or claims arising as a result of the untimely delivery / the delay.

In case the Supplier does not comply with a within reasonable time the Buyer is entitled to arrange return / dismantling / disposal of the goods on his own at the cost of the Supplier.

- 4.4. The Buyer reserves the right to decide on acceptance or rejection of advance and excess deliveries in each case. Return delivery of rejected goods shall be ex works (EXW at the operative seat of the Buyer) excluding packaging at the cost of the Supplier.

5. Defective or otherwise inadequate delivery / warranty

- 5.1. Unless expressly agreed otherwise all goods delivered shall be free of defects, new (brand-new) and of top quality and as agreed type of goods, in accordance with the contract including all requirements of this GTC-PEU, state-of-the-art and suitable for their designated purpose and usage of the Buyer. The Supplier shall examine the goods for compliance hereto before shipment.
- 5.2. The Buyer has no obligation to inspect delivered goods. § Section 377 of the Austrian Commercial Code (UGB) or other provisions imposing a legal obligation on the Buyer to inspect the goods and give notice of defects shall not apply and any warranty claims or claims for damages of the Buyer shall therefore remain unrestricted, irrespective of whether the Buyer has inspected the goods after receipt or not. Buyer may claim defects of the goods despite their prolonged use or after their processing. Warranty claims shall be deemed to be made in time if the Buyer has sent a written notification of the defect within the warranty period. The warranty period shall be governed by the statutory provisions or the specifications in the PO or otherwise agreed, but shall be at least two years for movable goods and at least three years for immovable goods.
- 5.3. On demand of the Buyer the Supplier shall comply with the required permissible benchmark quality levels or agreed AQL (accepted quality levels) values in accordance with the Buyer's quality requirements and provide evidence of their verification upon request. Buyer shall be entitled (but not obliged) to carry out the inspection by sampling. If the permissible limit qualities or the AQL values are exceeded Buyer is without prejudice to other claims or rights provided by other provisions of these GTC-PEU or by law entitled to reject the goods in full or to inspect them to 100% at the Supplier's expense and risk and to demand replacement of the defective parts. The Buyer reserves the right to charge the costs for the inspection of a replacement delivery in the event of a complaint.
- 5.4. Agreed quantities must be adhered to exactly. Underdeliveries and Overdeliveries are only permitted with express consent of the Buyer. If the Buyer at the acceptance has determined values regarding the supply quantity, measurements, weights and quality, such values shall be relevant unless the Supplier proves them to be incorrect. Our right to claim for defects or to raise any other claims at a later point in time shall not be excluded by acceptance.

5.5. The Supplier shall be responsible for the constant quality of the goods delivered on the basis of his quality assurance system maintained according to Clause 7.4. of these GTC-PEU. That means that as soon as the Supplier has been admitted as a supplier of the Buyer, the Buyer will in principle no longer inspect the incoming goods. Accordingly and also in line with section 5.2. we are not obliged to test or inspect the goods before or after delivery or to give notice of defects within a reasonable time after delivery. Defectiveness of the goods delivered may be claimed notwithstanding that they have been used for quite a long period of time or have been processed. The warranty claims shall be deemed to have been asserted in time if we have dispatched a written notice of defects within the warranty period.

5.6. If the goods are manufactured by the Supplier based on the Buyer's design specifications, drawings or models, the Supplier's liability shall extend to the flawless execution of the goods in accordance with the Buyer's specifications. When taking over repair orders and conversions, the Supplier is liable for a flawless execution. The Supplier shall examine the documents handed over to it as well as other instructions and directives of the Buyer in a comprehensive and expert manner and shall notify the Buyer in writing without undue delay of any identifiable defects and concerns about the intended type of execution and other circumstances affecting the goods. In the event of doubts, the Supplier shall, as soon as possible and without separate payment, provide information or make suggestions for remedying or improving the situation prior to commencement of performance. If the Supplier does not comply with this duty to warn and inform and the work fails, the Supplier shall be liable for the damages.

5.7. Acceptance of improperly packaged goods may be refused. Deliveries shall comply with the applicable safety, packaging and hazardous goods regulations.

5.8. If defective / inadequate goods have been delivered, we shall have the option for a period of three years as of delivery or any exceeding warranty period to withdraw from the contract or to demand a price reduction or to demand repair of the defect or that non-defective goods shall be delivered. Improvement, repair or substitute delivery shall be effected immediately after such request and at the Supplier's cost. In urgent cases we shall be entitled at the Supplier's cost to repair the defect ourselves or to have the defect repaired or disposed by a third party at Supplier's cost. We may also opt to return goods at Supplier's cost and risk. Return delivery of rejected / defective goods shall be ex works (EXW at the operative seat of the Buyer) excluding packaging. We are entitled to exercise the above-mentioned rights optionally with regard to the entire delivery or a part thereof. Goods already paid for shall remain our property until receipt of defect-free goods or reimbursement of the purchase price.

5.9. If we cannot use the goods delivered due to their defectiveness, the Supplier shall pay a contractual penalty as provided for in Clause 4.2. until the defect is repaired. If the Buyer withdraws from the contract, a contractual penalty of 5% of the total price shall be paid in any case. This does not waive the right of the Buyer to claim additional damages and any other rights that Buyer may have under applicable law, and Buyer reserves the right to claim any actually incurred losses in excess of this amount.

5.10. Supplier shall also be liable for its vicarious agents. The Supplier shall be liable for deliveries of its suppliers as for its own deliveries.

6. Force Majeure

6.1. A "Force Majeure Event" shall mean an event, condition or circumstance or its effect which is beyond the reasonable control of and occurs without the fault or negligence of the Supplier and despite all best efforts of the Supplier to prevent it or mitigate its effects causes a material delay or disruption in the performance of any obligations of the party. Subject to satisfying the foregoing criteria, causes which may give rise to Force Majeure may include:

- a. war (whether war is declared or not), hostilities, invasion, act of foreign enemies;
- b. insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
- c. natural catastrophes including but not limited to earthquake, fire, floods;
- d. nuclear explosion, radioactive or chemical contamination or radiation;
- e. if not only the Supplier is solely effected by these events: riot, strike, lock-down.

6.2. Consequences of Force Majeure Event

- a. The Supplier shall immediately notify the Buyer of thereof and provide evidence and sufficient information and details on the Force Majeure Event and indicate the estimated period of time the Force Majeure Event will be in effect.
- b. In the event the Supplier fails to perform his obligations under any provision of this Contract exclusively due to Force Majeure, the Supplier shall not be held in breach of the relevant obligations, and the Buyer shall not claim for any compensation. The period of time required by the Supplier to comply with his obligations may be extended to a period of time equal to that of the Force Majeure.
- c. If the Force Majeure continues for more than 90 days, the Buyer may, at his option, terminate the contract.
- d. The Supplier shall use best endeavours to mitigate or remove the effect of the Force Majeure Event.

6.3. These force majeure provisions shall apply vice versa to the Buyer in case he is not able to fulfil his obligations under the contract and release him from his obligations towards the Supplier. Liquidity problems of lack of financial resources shall not constitute force majeure circumstances. In case payment obligations of the Buyer are affected by force majeure the obligation to mitigate the effect of the force majeure event analogously applies to the Buyer.

7. Safety provisions, liability, insurance

7.1. The goods delivered shall be in compliance with all statutory provisions (laws, regulations, standards, etc.) applicable in the land of production and at the place of delivery and at the place where the goods delivered will be used, in particular safety regulations, accident- prevention rules, standards regarding CE conformity and labelling, industrial safety regulations, environmental regulations, health standards, machine guarding regulations as well as regulations of electrical engineering. Any goods must be delivered with a material safety data sheet whenever applicable and in accordance with all applicable laws and regulations as described above.

7.2. The Supplier shall use environmentally friendly, preferably recyclable packaging materials. The Supplier must guarantee that the products and packaging materials supplied may be used without further precautions in the EU. The Supplier therefore guarantees the compliance of the materials used with the provisions of RoHS and REACH applicable in the EU and furthermore guarantees that the delivered products and packaging materials do not contain substances in a concentration which would prohibit them from being permitted to be used within the EU.

7.3. Should goods delivered by the Supplier involve hazardous waste, the Supplier undertakes to expressly notify the Buyer thereof and at the same time communicate the corresponding disposal options. At the request of the Buyer or its customer, the Supplier shall take back at his own expense all packaging materials and waste remaining after proper use of the delivered goods.

7.4. The Supplier undertakes that the goods will be produced and delivered within the scope of a quality assurance system according to DIN ISO 9001 et seq. (or an equivalent system). The Supplier shall provide the Buyer with evidence of the continuing existence of such a quality assurance system upon request.

7.5. Unless otherwise stipulated in the PO, the Supplier shall be obligated to maintain a business liability insurance (including extended product liability coverage) with a minimum cover sum of € 1 million per damage event; this shall not affect additional damage claims to which Buyer may be entitled. At the request of the Buyer, the Supplier shall without delay provide proof of sufficient insurance cover upon conclusion of the contract and during the term of the contract relationship. Liability for damages shall be in accordance with applicable law.

7.6. The Supplier shall comply with the Buyer's supplier policy available at [Semperit Supplier Policy¹](#) which will become an integral part of any contract concluded between the parties.

8. Sub-Contractors

The Supplier shall be solely responsible for the correct execution of the contract. The Supplier may only transfer all or part of its rights and obligation under a contract to a third party after obtaining prior written consent by the Buyer. The Supplier shall in all cases remain fully responsible for the acts or omissions of its subcontractors and any agreed sub-contracting shall not release the Supplier in any way of its obligations towards the Buyer.

9. Confidentiality / Business secrets / Data protection

9.1. All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to the Buyer or to any of its affairs, affiliated companies, associated brands, or other business matters, which has been disclosed or may be disclosed to the Supplier or which the Supplier has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of a PO, shall at all times be kept strictly confidential by the Supplier and shall

- a. not be disclosed to third parties and
- b. not be used by the Supplier for any other purpose than the purpose of execution of the PO.

9.2. All information of any nature, either commercial or technical, disclosed by the Buyer to the Supplier in connection with the PO or during its execution, remains the exclusive property of the Buyer disclosing said information. The Supplier shall be responsible for implementing and applying the necessary actions, resources, tools and security procedures in order to guarantee protection of data against the risks of unauthorized access, loss, corruption or destruction. The rules according to the European General Data Protection Regulation (EU) 2016/679 shall apply.

9.3. The Supplier shall refrain from disclosing any information as to the existence and/or the form of the commercial relationship between the parties without prior written agreement from the Buyer.

10. Intellectual property rights / third party rights

10.1. The Supplier shall grant to the Buyer and all affiliated companies in Semperit Group all necessary intellectual property rights to use the goods and services. The Supplier shall irrevocably transfer exclusively to the Buyer, as of right and without any formal procedures, gradually as they are completed unlimited right to use and all intellectual property rights if any on the deliverables executed for the Buyer under a PO (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid worldwide for the duration of legal protection of the intellectual property rights. The prices agreed between the Parties include this transfer of rights.

10.2. The Supplier shall be liable that the goods delivered are not encumbered with rights of third parties including but not limited to copyrights and property rights of any kind (e.g. property reservations, etc.) of third parties and that no patents, proprietary rights or other rights of third parties are violated by delivery or worldwide use of the goods. The Supplier shall indemnify and hold the Buyer harmless from and against all claims of third parties arising out of a violation of these obligations and in particular of violation of intellectual property rights in connection with any goods supplied under a PO, and shall be fully responsible, as regards the Buyer, for any resulting damages, including the cost of legal assistance. Moreover, the Supplier undertakes, at its own cost, to adapt the goods which would violate the intellectual property rights of a third party or to replace them with similar, or equivalent goods not violating. If this is not possible, the Buyer

¹ https://www.semperitgroup.com/fileadmin/user_upload/MediaLibrary/SemperitGroup/Company/Sustainability/Lieferanten/Supplier_Policy_English_20220525.pdf

may terminate the PO without prejudice to any damages it may claim.

10.3. Drawings, drafts, manufacturer instructions, etc., which the Buyer has provided to the Supplier for submission of an offer or for the execution of a PO shall remain the Buyer's property. They shall not be used for other used or reproduced for other purposes or made available to third parties. Upon request they and any related documentation shall be returned immediately upon request. In the event of delivery, the Supplier shall hand them over to the Buyer without being requested to do so upon delivery at the latest. The same shall apply to drawings, samples, models, etc. developed by the Supplier according to the Buyer's specifications.

11. Termination

In addition to termination rights agreed elsewhere or granted by the applicable law, the Buyer has the right to terminate the contract for good cause, with immediate effect and without any cost to the Buyer:

- If the Supplier breaches major duties under the PO, the GTC-PEU or other obligations in connection with the contractual relationship or repeatedly breaches his contractual duties, while there is no obligation to do so the Buyer might at his discretion grant to the Supplier a period of grace to remedy such breach before making use of this termination right.
- At any time upon the initiation of any proceedings, whether voluntary or involuntary, under any jurisdiction in bankruptcy, insolvency or liquidation by or against the Supplier.
- If the Supplier's financial position deteriorates significantly and sustainably, providing justified reason for suspecting that the continuation of the contract might provide financial disadvantages for the Buyer or if the Buyer cannot be reasonably expected to continue the contract.
- if the Supplier is acquired in full or in part by a competitor of Buyer.

Any obligations of the Supplier with regards to warranty, liability or with regards to chapter 9 and 10 shall survive such termination for a continued period of five years.

12. Severability / Interpretation

12.1. Should any individual provisions of these GTC-PEU or any contractual agreement between the Buyer and the Supplier be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the other conditions of these GTC-PEU or the affected agreement. The invalid provision shall be automatically deemed replaced by a valid provision which comes as close as possible to the business purpose of the invalid provision. In the case of a gap in the contract, such gap shall be filled by a provision which comes as close as legally possible to what the parties would have wanted had they been aware of the gap.

12.2. Interpretation:

All references to 'we', 'us' 'our' and / or Semperit and / or the purchaser are references to the Buyer

All references to agreement by Semperit entail agreement in writing signed by an authorised signatory of Semperit.

All references to INCOTERMS means the latest version of INCOTERMS unless deviating prior versions have been explicitly agreed to by the Buyer

All references to days refer to calendar days unless explicitly defined otherwise

All References to Semperit Group or Semperit Group companies include Semperit Aktiengesellschaft Holding and any affiliated company of Semperit Aktiengesellschaft Holding unless explicitly stated otherwise herein. The term affiliated company shall be interpreted in accordance with § 189a and § 244 of the Austrian Commercial Code (UGB).

12.3. Interpretation of unclear provisions: in the event of any ambiguity, conflict or contradiction among the provisions of this GTC-PEU or the related contractual documentation, unless parties agree explicitly on other rules of interpretation the Supplier shall be required to comply with those obligations and requirements providing the highest quality and greatest benefit to the Buyer.

13. Miscellaneous

13.1. These GTC-PEU apply to all Semperit Group companies having their seat in Europe excluding RICO Group GmbH, RICO - Elastomere Projecting GmbH, Härtereitechnik Rosenblatt GmbH, and SILCOPLAST AG.

13.2. Any assignment of rights and obligations under this contract by the Supplier to a third party shall require the prior written consent of Buyer. The Buyer shall be free to transfer, fully or partially, its rights and obligations pursuant to the PO to an affiliated company in Semperit Group.

13.3. The Supplier is not allowed to suspend performance / services / deliveries. Offsetting by the Supplier against claims toward the Buyer shall not be permitted if such claims of the Supplier have not been acknowledged by the Buyer or established by declaratory judgement.

13.4. The Supplier waives his right to appeal on the grounds of error/ laesio enormis / claim hardship.

13.5. Failure to exercise or a delay in exercising a right or recourse by the Buyer shall not constitute a waiver of said right or recourse nor the waiver of all other rights or recourses.

13.6. The parties are independent contractors under the PO and nothing in the PO or this GTC-PEU shall be construed to create a partnership, joint venture, or employer-employee relationship between the Supplier and the Buyer. Neither party will act in a manner that expresses or implies a relationship other than that of independent contractor, nor bind the other party.

14. Applicable law, dispute settlement

14.1. The parties shall attempt to resolve any disputes between each other through negotiations in good faith. In the event a dispute may not be resolved amicably within 30 days from the date of receipt of the first notification of the claim from one party to the other party, for all legal disputes arising out of or in connection with the business relationship subject to this GTC-PEU between the Buyer and the Supplier the court having jurisdiction over 1010 Vienna, Austria, shall be the exclusive place of jurisdiction.

14.2. The Buyer shall, however, at its option also be entitled to sue the Supplier also before the court having jurisdiction over (i) the place of the Buyer's registered office (ii) the place of the Supplier's registered office or (iii) the location of any goods which may be the subject of dispute.

14.3. **In case the Supplier has its seat outside the European Union the Buyer is also entitled to choose dispute settlement under the Rules of Arbitration of the International Chamber of Commerce in Vienna, Austria, by three arbitrators appointed in accordance with beforementioned rules. The language of such arbitral proceedings shall be English. Supplier agrees to such choice of arbitration.**

14.4. Unless mandatory statutory regulations to the contrary exist, the entire business relationship between Buyer and the Supplier (in particular the supply agreements concluded) and including the arbitration agreement shall exclusively be subject to Austrian law excluding rules on conflicts of law and United Nations Convention on Contracts for the International Sale of Goods (CISG) and similar international agreements. Otherwise the applicable law shall be the applicable law of the country where the Buyer has his seat excluding rules on conflicts of law and CISG and similar international agreements.

15. Additional goods and / or country and site specific provisions

Below listed provisions shall apply in addition to the general provision of section 1 – 14 of this GTC-PEU for deliveries to certain legal entities of Semperit Group and / or for certain types of goods for the benefit of the Buyer. Specific provisions shall apply to:

- Deliveries to **Semperit Profiles Leeser GmbH, Semperit Profiles Deggendorf GmbH, M+R Dichtungstechnik GmbH**, all in Germany (15.1.a.)
- Deliveries to **Semperflex Rivalit GmbH / Germany** (15.1.b.)
- Deliveries to **Semperflex Optimit s.r.o.** and / or **Semperflex A.H. s.r.o.** both in Czech Republic (15.1.c.)
- Deliveries to **Sempertrans Belchatów sp. z o.o.** in Poland (15.1.d)
- Deliveries of **raw materials** (15.2.)
- Deliveries of **fixed assets / investment goods** including but not limited to deliveries of technical equipment, machines, construction contracts, specific IT-Applications, etc. (15.3)
- Deliveries of **software and other IT-related products** (15.4.)
- Deliveries where **processing of personal data / data protection** is of relevance (15.5.)

15.1. Country and site specific provisions

a. Additional provisions for deliveries to **Semperit Profiles Leeser GmbH, Semperit Profiles Deggendorf GmbH, M+R Dichtungstechnik GmbH (Germany)**

The Supplier shall be liable for the consequences of incorrect waybills. Shipment must be notified immediately upon dispatch of the consignment. Invoices and delivery bills will only be processed and instructed for payment if they are sent to us in triplicate, stating the order number, department and date of order. The delivery bill must also contain the gross and net weight. In the case of partial deliveries, the remaining quantity to be delivered must be stated. For payment of bills for delivery and assembly, proof of assembly confirmed by the Buyer is required.

The delivered goods must comply with all safety regulations and accident prevention regulations (laws, regulations, standards, etc.) applicable at the place of performance, in particular with employee protection regulations, the machine protection regulations and the electrical engineering regulations applicable in Germany.

If required, the scope of delivery shall include three complete sets of assembly (construction, group) drawings including parts lists as well as circuit and operating diagrams and hydraulic/pneumatic diagrams including parts lists in traceable version. Models charged to the Buyer become his property. In case parties don't agree otherwise any models shall be covered by the agreed remuneration without additional payments. The Buyer is entitled to use the above mentioned documents for maintenance, repair or modification of the delivered goods.

b. Additional provisions for deliveries to **Semperflex Rivalit GmbH (Germany)**

Each delivery must be accompanied by a delivery note in duplicate stating our order number. Invoices shall be sent in duplicate and must contain the number of the Supplier's delivery note in addition to our order number, otherwise we shall be entitled to refuse acceptance of the goods. In addition the consequences of section 4. and 5. shall apply.

c. Additional provision for deliveries to **Semperflex Optimit s.r.o. and / or Semperflex A.H. s.r.o. (Czech Republic)**

For employees of third-party organisations / entities or persons working or staying at the working site of the above listed companies the rules in the linked document shall apply: [Occupational safety, fire protection and environmental protection](#)²

- d. Additional provisions for deliveries to **Sempertrans Belchatów Sp. z o.o. (Poland)**
- With regards to section 4.1. withdrawal shall be exercised within 30 days after occurrence of its causes.
 - Section 4.2. sentence 1 and 2 shall read as follows: If the delivery date is not observed, the Supplier shall pay a contractual penalty in the amount of 0.5% of the total price for each commenced day of delay but not more than 20% of the total price, irrespective of fault. If the contract is terminated due to the default of the Supplier or if the Supplier is no longer able to render performance of the contract, a contractual penalty of 20% of the total price shall be paid in any case.
 - The delivered goods must comply with all safety regulations and accident prevention regulations (laws, regulations, standards, etc.) applicable at the place of performance, in particular with employee protection regulations, the machine protection regulations and the electrical engineering regulations applicable in Poland.
 - Raw Materials: without prejudice to other forth going provisions provide by GTC-PEU, in particular Pt 15.2., delivered goods must comply with packaging requirements demanded by the Buyer. For the delivered goods the Supplier will provide Semperit with MSDS certificates, and in case of steel cables and wires deliveries with certificates of their origins.
- 15.2. Additional provisions for deliveries of **Raw Materials**
- a. For avoidance of doubt it is clarified that applicability of this GTC-PEU for raw material purchase contracts does not lead to transfer of ownership of any intellectual property rights possessed by Buyer.
 - b. Goods must be produced in the premises of the named manufacturer and must not be produced at other premises.
 - c. If the Buyer is in a constant relationship with the Supplier, which is deemed to be the case, if Buyer has placed more than three orders accepted by the Supplier, Supplier is obliged to timely inform the Buyer about any relevant change of specification or product quality related to potential orders but at least 3 months before such change will become effective. In such a case the Supplier shall offer the Buyer the possibility to order goods with current unchanged properties at highly competitive conditions up to an amount of an average 6 months stock demand. For already accepted orders the Buyer is not entitled to any unilateral changes of agreed or offered product quality or specification.
- 15.3. Specific provision on deliveries of **fixed assets / investment goods** (e.g. machinery, software, etc.)
- a. For fixed Assets with an order value above EUR 100.000,-- the deadline in section 1.2. is extended to 14 calendar days. Any contracts for deliveries of fixed assets shall be deemed to constitute contracts for work ("Werkvertrag") under Austrian law.
 - b. **Warranty / Liability / duty to warn**
By virtue of a written declaration, the Supplier shall confirm the origin of the goods and guarantee that the delivered goods can be used for a specific period of time for contractually agreed or usual purposes and that they will preserve the usual characteristics. The warranty period shall be governed by the statutory provisions or the specifications in the PO, but shall be at least three years.
The Supplier being liable for the defects shall also bear the costs of transportation, disassembly and assembly.
If the Supplier failed to perform a repair or deliver replacement goods after written notification of the occurring defects and expiry of a reasonable period of time, among other remedies provided by law or elsewhere in this GTC-PEU, the Buyer has the right to carry out the repair itself or obtain a replacement delivery at the Supplier's costs.
Should the Buyer be in default with services to be rendered by him and / or obligations to cooperate with the Supplier the Supplier shall have a duty to warn in case such default was recognizable for him or could have been recognized by him.
If the Supplier does not comply with the above listed warning and information obligations and the performance of works / delivery of goods fails or is delayed, the Supplier shall be responsible for the damage if he did not warn the Buyer properly.
 - c. **Safety Measures**
The Supplier is responsible for all safety measures for the protection of the assembly personnel and for working equipment at the workplace provided by the Supplier. The Supplier is obliged to ensure observance of all working regulations, regulations on health protection and safety regulations that may be applicable to its assembly personnel and shall be liable for all arising claims. This liability covers also its sub-contractors. The bodies appointed by the Buyer for supervising the assembly are not responsible for checking the safety measures stipulated by law but are only liable for technical and business checks and acceptance of the supplied assembly. Instruments and protective equipment provided by the Buyer may be used by the Supplier only after they are carefully tested.
 - d. **Miscellaneous**
In the event of disputes regarding the performance of goods or their acceptance and remuneration, even while a dispute is pending in court, the performance by the Supplier, if still in progress, may not be interrupted or impaired in any way. Disputes about the performance of goods, even while a dispute is pending before the court, shall not entitle the Supplier, even in the event of a withdrawal from the contract, to unauthorized collection or dismantling of equipment, machines, devices, plants, materials, substances and other objects delivered, performed or installed.
Ownership of handed over documentation: Documents handed over to the Buyer such as plans, drawings, samples, calculations, technical descriptions, lists, etc. shall become the property of the Buyer without prejudice to the copyright of the Supplier or third parties.
- 15.4. Specific provision on supply of **software and other IT-related products**
- a. **Software License**
With regard to software, Supplier grants to the Buyer and its affiliated companies a perpetual, non-revocable, non-exclusive, non-transferable but worldwide license to use such software for its internal business purposes on any of Buyer's IT systems (hereinafter the "Software License"). The rights under the Software License may not be transferred or sublicensed to any third party. For the avoidance of doubt, Buyer does however have the unrestricted right to transfer and sublicense the Software License to any of its affiliates. In case the withdrawal of any licensed software from the market affects its usability, Supplier hereby undertakes free of charge to provide Buyer with all necessary access, tools, instruments or other means to continue using such software for an expiry period of at least two years. In case a software has been developed, customized and/or modified exclusively for Buyer, Supplier hereby grants to Buyer and its affiliated companies an exclusive, non-revocable, non-restrictable, perpetual, worldwide license to use such software, without any restriction regarding territory or mode of use, including the right to modify, adapt, configure and reproduce such software, its documentation and its source code.
 - b. **Third party rights and Indemnification**
Supplier hereby represents and warrants to Buyer that any software subject to a Software License delivered does not and will not infringe upon any intellectual property rights of third parties. In case a third party nevertheless claims the infringement of rights to any software subject to the Software License, Buyer shall promptly notify Supplier of such claim of a third party. Notwithstanding the above, Buyer is entitled to take any reasonable measures, to the extent necessary or advisable, to prevent or mitigate damage. In the event of an actual infringement of IP of a third party, Supplier shall use its best efforts, at its sole expense to either (i) procure and provide Buyer with a right of use for the software affected by the infringement, or (ii) develop and provide a just and reasonable, appropriate technical work-around to Buyer's satisfaction. Supplier shall primarily try to procure and provide a right of use but shall also be entitled to choose the work-around solution in case the procurement of a right to use leads to disproportionate efforts. In any case Supplier shall fully indemnify and hold Buyer harmless with regard to any and all damages and costs (included but not limited to reasonable lawyers' fees) incurred by the infringement of IP of a third party.
- 15.5. **Data Protection / Processing of personal data**
- The Supplier must act in compliance with the relevant data protection laws (e.g. for European Union countries the GDPR or others) when executing the contract. This applies in particular if the supplier processes personal data (this also includes data transfers) on behalf of the Buyer, for the Buyer's purposes or in Buyer's name including contracts that relate to services and tools for such data to be processed. The Supplier agrees to sign Buyer's standard Art. 28 Agreement if required under GDPR or any other agreement required by law.

² https://www.semperitgroup.com/fileadmin/user_upload/MediaLibrary/SemperitGroup/AGB/Czech-Republic/Contractors_and_third_parties_Safety_Rules_for_Semperflex_Optimit.pdf