

## 1. SCOPE OF THE GENERAL PURCHASING CONDITIONS

1.1 Unless otherwise agreed in writing, all purchases (of goods and/or services) by s::can GmbH including its affiliated and/or associated companies ("s::can") pursuant to § 198 Austrian Uniform Commercial Code (Unternehmensgesetzbuch; UGB) shall exclusively be subject to the provisions of these Purchasing Conditions. The individual scan Group company in whose name and for whose account the bid is accepted (in the case of bids from the Contract Partner) or the order is placed (which requires an order confirmation by the Contract Partner) shall be referred to as "s::can" in the following. These Purchasing Conditions are an integral part of every purchase contract concluded with s::can. These Purchasing Conditions represent the sole legal basis for all deliveries and services provided to s::can. These Purchasing Conditions also apply to ancillary contractual services, such as consulting and the provision of information, as well as to all contractual changes. If applicable provisions are missing from these Purchasing Conditions, only the applicable law shall apply.

1.2 General terms and conditions of the Contract Partner shall not become part of the contract even if s::can does not expressly object to them. By accepting an order from, submitting a bid to, or concluding a contract with s::can, the Contract Partner waives the application of his own general terms and conditions, particularly any protective clauses contained therein. Terms and conditions of any kind, and particularly sales conditions, that contradict these Purchasing Conditions in whole or in part are legally ineffective in their entirety.

## 2. REQUEST, BID, ORDER, ORDER CONFIRMATION

2.1 Every request for a bid, price inquiry, or the like submitted by s::can is non-binding; in particular, it does not constitute an offer for the conclusion of a contract. Bids shall be submitted for s::can free of charge. The Contract Partner must adhere to the request or invitation for bid with regard to the quantity, properties, and execution and must expressly indicate any deviations. The bid shall be binding for the Contract Partner for 90 days from the time of receipt.

2.2 No consideration or compensation shall be paid for visits by representatives of the Contract Partner to s::can. All product presentations, trials, and test runs shall be free of charge for s::can – even before the conclusion of a contract.

2.3 The Contract Partner shall promptly inspect performance specifications, material provided by s::can, and other resources required for the performance of the contract, and shall immediately inform s::can of any defects or concerns that are identified on the basis of the dutiful and expert care that may reasonably be expected of him.

2.4 A contract that is binding for s::can shall come into effect by way of the written bid acceptance by s::can for bids of the Contract Partner. A bid shall be deemed accepted when the relevant written notification sent to the Contract Partner is received. Notifications sent by e-mail and fax shall also satisfy the requirement of written form. If permissible, bid acceptance by way of verbal statements or implied actions is excluded, unless this is separately and explicitly agreed to.

2.5 Any order by s::can (if it was not preceded by a bid from the Contract Partner as defined in item 2.4 above) must be promptly confirmed by the Contract Partner with an order confirmation. s::can reserves the right to cancel an order that is placed at no charge if it does not receive a proper order confirmation within a reasonable period of time, at the latest within two business days after the order is placed. Such cancellation shall be deemed timely if it was sent before receipt of the order confirmation.

2.6 In the event of deviations from the order data specified by s::can in the orders, the Contract Partner shall send back an order confirmation with a precise statement regarding the deviation promptly after the order is received. Changes and additions to the order must be confirmed in writing and countersigned by s::can. However, the unconditional acceptance of goods shall not constitute such confirmation.

## 3. PROTECTION OF PLANS AND DOCUMENTS/CONFIDENTIALITY/LICENSING

3.1 Any drawings, sketches, tools, aids, samples, models, etc., provided to the Contract Partner by s::can for the performance of the contract shall remain the property of s::can. They may not be made accessible to third parties or used for purposes other than the performance of the contract (e.g. for the fulfilment of third-party orders) and, in particular, may not be used for advertising purposes. Any use – particularly the disclosure, reproduction, publication, and sharing, including the copying of excerpts – shall require the express approval of s::can. They must be returned to s::can immediately on request upon delivery or performance or upon rescission of the contract acceptance or withdrawal from the contract.

3.2 The Contract Partner agrees to treat all non-public commercial and technical details he becomes privy to during the business relationship as business secrets and not to disclose them to third parties.

3.3 The Contract Partner guarantees that he has acquired all third-party rights required for the delivery and performance and that no rights of third parties shall be infringed upon by the delivery and performance. The Contract Partner shall fully indemnify s::can against intellectual property disputes in connection with rights of third parties, particularly disputes related to patent, copyright, trademark, and design rights, and guarantees the unrestricted use of the delivered goods and provided services. s::can shall be entitled to acquire the authorisation to use the relevant goods and services from rights holders at the expense of the Contract Partner.

3.4 If the Contract Partner is to deliver software products that were not specifically developed for s::can, the Contract Partner shall assign a transferable, non-exclusive usage right for this software without geographical or time limitations.

3.5 For work that is developed specifically for s::can, particularly plans, drawings, designs, documentation, data, and software products, the Contract Party shall assign s::can exclusive, transferable usage, adaptation, sales, and processing rights without time limitations for all existing and future types of use.

#### 4. PRICE (PURCHASE PRICE, COMPENSATION)

4.1 All prices are fixed maximum prices and are exclusive of value added tax. Price reductions due to changes on the supply market must be passed on to s::can in full. The prices shall apply in accordance with the terms of delivery listed in the bid acceptance or order. Escalation clauses shall not be accepted by s::can unless they are negotiated on an individual basis.

4.2 The prices must be calculated on the basis of a documented calculation. The calculation documents must be provided to s::can upon request in order to assess the suitability of the prices in the bid.

#### 5. TERMS OF PAYMENT (DUE DATE, PARTIAL PAYMENT, CASH DISCOUNTS)

5.1 Unless otherwise agreed in the bid acceptance or order, invoices shall be issued at the beginning of the month following the delivery. This shall also apply to multiple deliveries (collective monthly invoice). Invoices must comply with the applicable tax provisions, must be sent to the billing address listed in the bid acceptance or order without exception, and must contain s::can's order reference. Otherwise, the invoice shall be rejected by s::can and payment cannot be effected. The order number and item of s::can (if specified by s::can) for each item ordered must be listed on the bill of delivery and invoices.

5.2 Improperly submitted invoices shall not be accepted, do not trigger a due date, and shall only be deemed received by s::can as of the date they are corrected. The Contract Partner shall be liable for all additional or subsequent costs due to the issue of incorrect or incomplete invoices.

5.3 Payments shall always be effected in accordance with the terms of payment listed in the bid acceptance or order. If no terms of payment are specified, payments shall always be effected in full discharge of the liabilities within 14 days with a cash discount of 3% or within 60 days net from the date of the receipt of the invoice.

5.4 The payment periods start as of the date on which the latest of the following events occurs:

- ✓ the date of the receipt of an invoice that complies with the provisions set forth in this item 5 by s::can;
- ✓ the agreed delivery date;
- ✓ the actual delivery date; or
- ✓ the date of the transfer of risk.

5.5 If billing occurs in partial amounts in accordance with the relevant agreement, s::can shall not lose the cash discount for partial payments effected on time under any circumstances, even if other partial payments are not effected within the cash discount or payment period.

5.6 If a price discount is expressed in a certain percentage, it shall apply to the actually delivered quantity as well as to corrected and newly agreed prices and to additional services.

5.7 The payment period shall be considered to have been complied with if the transfer order for the amount owed is placed in the course of the weekly processing of payments on the next possible weekly date following the expiration of the given period or if the money or cheque is sent within the payment period.

5.8 In the event of a delay in payment, interest on arrears in the amount of 2% above the three-month EURIBOR per annum shall apply.

#### 6. DELIVERY, SHIPMENT, PLACE OF PERFORMANCE, TRANSPORT, AND RISK ASSUMPTION

6.1 The delivery or service as well as the shipment of goods, including the transfer of costs and risks, shall be rendered in accordance with the agreed terms of delivery. If no terms of delivery to the contrary are agreed, deliveries shall be made "Delivered Duty Paid" (DDP) pursuant to INCOTERMS 2010 to the place of performance specified by s::can. Therefore, unless contractual provisions to the contrary are agreed, the Contract Partner shall bear the risk and the costs of the transport in particular.

6.2 The place of performance is the delivery address specified by s::can or the place at which the service is to be rendered.

6.3 Cash on delivery shipments will not be accepted by s::can and will be refused; return transport shall occur at the Contract Partner's risk and expense, and the consequences for delay shall go into effect.

6.4 The required shipping documents must be included with the shipment in the customary scope for the given means of transport. In addition, a separate bill of delivery is to be included for each order number. Furthermore, s::can shall be entitled to define further specifications regarding the scope and contents of the documentation of the goods and transport, and these must be complied with. If legally permissible, waybills or other transport documents shall be signed by s::can subject to the inspection of the contents of the shipment for quantity and quality defects – including inspection at a later time. Legal obligations regarding the notice of defects are expressly precluded.

6.5 Partial deliveries shall only be permissible if they are agreed separately and explicitly. Over-delivery or under-delivery shall not be permissible.

6.6 The Contract Partner must ensure the correct and proper labelling of the goods and compliance with the transport, packaging, and other regulations and shall be liable for this.

6.7 The Contract Partner must ensure the timely and complete fulfilment of all ancillary obligations such as the inclusion of the required test certificates, descriptions, operating manuals, etc.

6.8 In the case of the delivery of technical systems and equipment, the personnel at s::can who is familiar with their operation shall be trained in the basic operation and handling at no additional charge. Therefore, the Contract Partner must take these costs into account in the submission of the price for the delivery. In the case of the delivery of systems and equipment that must be installed by a third party, all required installation plans (including all connections, any foundation design, etc.) must be enclosed with the order confirmation.

6.9 The labelling for delivery must be in German and/or English; unless otherwise agreed in individual cases, the same applies to operating requirements and manuals.

6.10 The acceptance of goods is only possible during s::can's business hours (Monday through Thursday 9:00 to 14:00 and Friday 9:00 to 12:00, unless otherwise indicated in individual cases). Additional costs resulting from a delivery outside of these business hours shall be borne by the Contract Partner and the Contract Partner shall fully indemnify s::can for such deliveries.

6.11 Upon handover of the delivered goods, ownership shall be transferred to s::can immediately. Any retention of ownership by the Contracting Partner, particularly for delivered goods and provided services that are intended for further sale or processing, is precluded.

6.12 The Contract Partner shall only be entitled to offsetting rights or rights of retention for claims that are recognised by s::can or upheld by a legal decision.

6.13 s::can reserves the right (and the Contract Partner acknowledges this right) to retain or offset payments for warranty claims or other claims that are asserted.

6.14 If no contractual agreements to the contrary exist, the goods must be packaged in a customary and environmentally friendly manner that provides sufficient protection for the goods. The costs for packaging in accordance with the applicable contract shall be borne by the Contract Partner.

6.15 If there is a mandatory system of dispensation/contributions regarding the recycling and disposal of waste, the Contract Partner guarantees that he will handle the dispensation or payment of contributions for the packaging material including packaging aids (e.g. boxes, pallets, filling material, labels, etc.) that is used in the course of the delivery or service and is delivered to s::can and that all costs for these measures are incorporated into the price agreed for the delivery or service. To the extent possible, the Contract Partner must provide s::can with proof of the dispensation or payment of contributions or must include appropriate information to this effect in the delivery documents.

6.16 The Contract Partner must either dispose of packaging materials, transport aids, and the like as well as all delivered goods including their residues that are classified as hazardous waste after proper use (i.e. waste that

according to law can only be disposed of in accordance with special waste regulations due to its hazardous nature; in particular, this includes "hazardous waste" as defined in Directive 2008/98/EC) itself at its own risk and expense or take back such waste free of charge for disposal. If the Contract Partner does not meet one of these obligations in a timely manner, s::can shall be entitled to arrange for disposal by a third party at the risk and expense of the Contract Partner.

## 7. DELIVERY PERIOD, DELAY, WITHDRAWAL, CONTRACT PENALTY

7.1 The delivery or service period specified by s::can in orders or bid acceptance letters is binding and begins upon receipt by the Contract Partner. If a delivery date is agreed, the delivery or service must be rendered on this date. In any case, the agreed periods and dates shall be binding and s::can shall be entitled (but not obligated) to withdraw from the contract after a reasonable grace period if these periods and dates are not honoured. In case of doubt or differences of opinion, a period of 7 (seven) business days shall be deemed reasonable in any case. s::can shall be entitled at its own discretion to insist on the performance of the contract instead of withdrawing from the contract. In the case of fixed-date transactions that are agreed as such, there is no requirement to set a grace period, but s::can shall still be entitled to demand performance of the contract.

7.2 In the case of impending delays, the Contract Partner must notify s::can immediately and provide information about the reasons for the delay and its expected duration.

7.3 The delivery of goods or performance of services before the agreed date shall only be permitted with s::can's express approval. Such a delivery or service may not result in disadvantages for s::can; in particular, the payment period (item 5.4) shall not start prior to the agreed delivery date.

7.4 s::can shall be entitled – regardless of whether the Contract Partner is at fault and independent of any proof of actual damages – to charge the Contract Partner a contract penalty in the amount 0.5% for each day of delay in the delivery or service, up to a maximum of 15% of the gross total order amount affected by the delay. The contract penalty shall be based on the gross order value of the portion of the delivery that is delivered late, provided that the portion of the same overall delivery that is delivered on time is economically viable and can be used on its own (the Contract Partner must provide proof of the viability of the partial delivery); otherwise, it shall be based on the gross total order amount for the overall delivery. In particular, s::can shall be entitled to deduct this contract penalty from the invoice amount without a separate agreement or notification. s::can reserves the right to also enforce the contract penalty upon withdrawal from the contract, in this case in the amount of 15% of the gross total order amount affected by the withdrawal. The assertion of claims for damages beyond the contract penalty shall remain unaffected for s::can.

7.5 If, however, a delay on the part of the Contract Partner is due to force majeure, the delivery period shall be extended for the duration of the impediment if the Contract Partner promptly informs s::can of these circumstances. Cases of force majeure shall solely include war, civil war, export and/or trade restrictions due to political conditions, as well as labour disputes and/or industrial actions that are not attributable to the Contract Partner and do not just affect the company of the Contract Partner, such as strikes, lockouts, operational interruptions, or operational restrictions. If the impossibility of performance lasts longer than four weeks based on the event causing the delay, s::can shall be entitled to withdraw from the contract with immediate effect. s::can shall also be entitled to this right of withdrawal with immediate effect before the expiry of the specified period if s::can's ongoing production is dependent on the agreed delivery date being met (even if the given transaction is not expressly agreed as a fixed-date transaction).

## 8. WARRANTY AND COMPENSATION FOR DAMAGES

8.1 The Contract Partner expressly guarantees that the delivery or service shall be performed in the contractually agreed quality and quantity and shall possess all explicitly stipulated properties, characteristics, and specifications. If a specific level of quality for the delivery or service was not explicitly agreed in the contract, the Contract Partner shall deliver the best quality available on the market. In any case, the delivery or service shall possess the properties, characteristics, and specifications that are typically required for similar deliveries or services and shall be suitable for the use that is typically stipulated for such deliveries or services. In addition, the delivery or service shall comply with recognised principles of science and correspond to the state of the art.

8.2 s::can shall inspect the delivered goods or provided services for defects within a reasonable period after the handover at its own discretion. The obligation regarding the notice of defects pursuant to § 377 UGB is precluded. If parts of the delivered goods or provided services exhibit defects during a random inspection, the entire delivery or service can be rejected. Any obligation to give notice of defects on the part of s::can to secure claims based on a defective delivery or service is expressly precluded. This shall apply to warranty claims, claims for damages, and any other claims in connection with the defective delivery of goods or performance of services.

8.3 The warranty period shall be 24 months and shall begin at the time of the complete delivery of the goods to s::can. If the Contract Partner attempts to rectify a defect, the period shall begin anew. In the case of delivered parts that cannot remain in operation due to warranty defects, a running warranty period shall be extended by the

duration of the operational interruption. In deviation from § 924 Austrian Civil Code (ABGB), until proven otherwise it shall be assumed that the Contract Partner is liable for defects that are present at handover if the defect is discovered within two years of the handover.

8.4 If defects are discovered in the delivered goods or provided services, s::can shall be entitled at its own discretion to demand rectification by the Contracting Partner (free of charge at the operating site) or the replacement or defect-free redelivery of the delivered goods or performance of the services provided.

8.5 If neither rectification nor replacement is possible, if these measures are refused by the Contract Partner or not performed within a reasonable grace period of no more than 14 days, or if they would cause significant inconvenience to s::can or are unacceptable for s::can for reasons attributable to the Contract Partner, s::can shall be entitled to a price reduction. In cases involving more than merely a minor defect, s::can shall alternatively have the right to withdraw from the contract without setting a grace period. The costs for the inspection of the delivered goods or provided services shall be reimbursed by the Contract Partner if defects that are attributable to the Contract Partner are discovered during the inspection. The same shall apply to installation and/or removal costs caused by the defect, regardless of who is at fault. The costs for the rectification of defects to be borne by the Contract Partner shall also include expenses for packaging, freight and delivery, the work required for disassembly and assembly, travel expenses, and the execution of the rectification measures at s::can.

8.6 In the event that the Contract Partner fails to rectify defects in a timely manner, s::can shall also have the right to arrange for the rectification of the defects by a third party at the risk and expense of the Contract Party without prior notice.

8.7 In addition, s::can shall also be entitled to all claims (particularly warranty claims and claims for damages) arising from material defects and defects in title to the full extent of the law.

8.8 Along with the claims on the basis of the contractual warranties defined in this item 8 and the legal warranty, s::can expressly reserves the right to compensation for damages due to defective deliveries or services.

8.9 The Contract Partner shall bear unlimited liability for all damages incurred by s::can (i.e. particularly for lost profits, lost earnings, expenses for recall campaigns, damage to its image, and other consequential damages and/or financial losses), even in the case of slight negligence.

8.10 The Contract Partner shall be liable for any agents (e.g. subcontractors or subsuppliers) he employs for the performance of the contract and their negligence to the same extent as for his own conduct and own negligence. This shall also apply to manufacturers and suppliers of individual parts if the Contract Partner serves as an intermediary.

## 9. PRODUCT LIABILITY

9.1 The Contract Partner guarantees that the goods delivered by him are free from defects with regard to the design, production, and instructions pursuant to the Austrian Product Liability Act (Produkthaftungsgesetz; PHG) as amended. In particular, he confirms that there are no defects in the product based on the current scientific knowledge and state of the art at the time it is brought onto the market. If the delivered goods are discovered to be defective pursuant to § 5 PHG after being accepted by s::can and/or it is determined that the characteristics of the product no longer correspond to the current scientific knowledge and state of the art pursuant to § 8 PHG, the Contract Partner shall be obligated to take back such goods and refund the purchase price in full.

9.2 The Contract Partner shall also be obligated to disclose the manufacturer, importer, or subsupplier relevant for the delivered goods or provided services to s::can upon request as well as to support s::can in defending against product liability claims by third parties, particularly by providing production and planning documents as well as other forms of evidence.

9.3 With regard to the delivered goods or provided services, the Contract Partner shall indemnify s::can against all product liability claims by third parties and, in particular, shall reimburse all costs incurred by s::can for defending against product liability claims, implementing or participating in recall campaigns, or paying compensation to third parties. The Contract Partner shall fully indemnify s::can against claims by third parties upon first request. To the extent it is possible and reasonable, s::can shall inform the Contract Partner of the contents and scope of recall campaigns that must be implemented and provide him with the opportunity to make a statement.

## 10. REPLACEMENT PART STOCKS

The Contract Partner shall be obligated to maintain a replacement part stock for the delivered goods for a period of at least ten years from the handover of the delivered goods. During this period, the Contract Partner shall provide replacement parts at reasonable and customary market prices – subject to other rights of s::can.

## 11. TRANSFER OF CONTRACT, ASSIGNMENT

11.1 Contractual services may not be transferred in full or in part to third parties for execution without the written approval of s::can.

11.2 Claims may not be assigned, pledged, or otherwise transferred without the prior written approval of s::can.

## 12. CHOICE OF LAW, COURT OF JURISDICTION

12.1 These Purchasing Conditions and all individual contracts concluded on the basis of these Purchasing Conditions are subject to Austrian substantive law, under exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.2 The competent court for the registered domicile of s::can shall be locally responsible for deciding all disputes arising from these Purchasing Conditions and all individual contracts concluded on the basis of these Purchasing Conditions. However, s::can shall also be entitled to file lawsuits at the competent court for the registered domicile of the Contract Party.

## 13. FINAL PROVISIONS

13.1 Declarations made in the name of s::can shall only be legally binding if they are made by authorised representatives, i.e. executive officers, proxies, or authorised signatories, in the required number.

13.2 All agreements between s::can and the Contract Partner must be made in writing. Verbal agreements shall be void. E-mail shall also satisfy the requirement of written form.

13.3 Should individual provisions of an individual contract or these Purchasing Conditions be ineffective in whole or in part, this shall not impact the effectiveness of the remaining provisions. In the event of partial ineffectiveness, s::can and the Contract Partner undertake to replace the ineffective provisions with provisions that come as close as possible to the intent of the ineffective provisions.