

## 1 General - Scope of application

1.1 These purchasing conditions exclusively apply to all business transactions between the contractor and PENTANOVA GmbH; we do not recognize any opposing, deviating, or additional conditions of the contractor unless we have expressly agreed to their validity in writing.

1.2 These Terms and Conditions of Purchase also apply to all future transactions with us without us having to refer to them again in each individual case.

1.3 Correspondence must be conducted with our ordering purchasing department. Agreements with other departments must be expressly confirmed in writing by the ordering purchasing department in order to be binding.

1.4 These purchasing conditions only apply to entrepreneurs within the meaning of § 1 of the Austrian Commercial Code (UGB).

1.5 References to the applicability of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these purchasing conditions.

## 2 Inquiries

All inquiries from PENTANOVA GmbH are non-binding and do not commit to any remuneration or reimbursement of expenses. The contractor's offers are binding and must correspond verbatim to the text of the inquiry. Any alternative proposals must be submitted separately and contain explicit references to the normative and linguistic deviations. Offers have a binding period of at least 6 months.

## 3 Order

3.1 The following conditions apply to our orders, unless expressly agreed otherwise in writing. Silence on the part of PENTANOVA GmbH regarding documents sent by the contractor, such as order acceptance, invoice, or other correspondence, does not imply consent or tacit amendment of PENTANOVA GmbH's purchasing conditions.

3.2 Orders are only binding if they are placed in writing by PENTANOVA GmbH. Verbal agreements require written confirmation by PENTANOVA GmbH to be effective.

3.3 Documents used by the Contractor in business transactions with PENTANOVA GmbH must contain at least the following elements: Order number, project number, complete article text/object designation, quantities and quantity units as well as VAT ID no.

## 4 Order confirmation

Order confirmations must be sent immediately to the Purchasing & Logistics department of PENTANOVA GmbH via [at.office@pentanova.at](mailto:at.office@pentanova.at), stating the order number. If this is not done within three days of receipt of the order from PENTANOVA GmbH, it will be considered as the contractor's tacit, full agreement with the content of the order. Only written orders are binding for PENTANOVA GmbH. PENTANOVA GmbH is only bound by deviating prices, dates, or other conditions if they have been expressly confirmed in writing.

## 5 Prices

Only the prices expressly and in writing agreed upon between the contractor and PENTANOVA GmbH apply. These are fixed prices which shall remain valid until the transaction has been completed in full. In case of doubt (in particular if nothing special is stipulated in the contract with regard to the price), the prices stated in the contractor's offer include overtime and customary packaging, delivered to the place of destination, at the expense and risk of the contractor, including import duties, excluding VAT but including all other taxes and duties payable by the contractor. The Contractor must take back packaging material at the request of PENTANOVA GmbH.

## 6 Scope of delivery and/or services, property rights

The deliveries and/or services to be provided by the Contractor must be complete and executed in such a way that they correspond to the latest state of the art, at the time of the order, are new and of the best quality, as well as all of the requirements set out in chapter 8. The Contractor must inform us of any possibilities for improvement and technical modifications.

6.1 The scope of delivery and/or service includes all customary ancillary services and other parts that are necessary to ensure the promised properties, in particular the performance of the ordered item, even if such delivery parts and ancillary services are not expressly specified. If the agreed scope of delivery/service is to be deviated from, the Contractor shall only be entitled to additional claims or changes to deadlines if a corresponding written supplementary agreement has been made with PENTANOVA GmbH prior to execution.

6.2 The ordered quantities are binding. In the case of over-deliveries/services, PENTANOVA GmbH is entitled to reject them at the expense and cost of the contractor.

6.3 The scope of delivery/service must include, among other things, that the Contractor transfers to PENTANOVA GmbH and its subcontractors ownership of all technical documents and other documents required for new production, maintenance and operation. These technical documents must be written in German and in accordance with the International System of Units SI.

6.4 The Contractor grants PENTANOVA GmbH the non-exclusive, transferable, spatially and temporally unlimited right to use the Contractor's deliveries and/or services (also in parts), to integrate them into other products and to distribute them worldwide. The contractor undertakes not to assert any intellectual property rights of its own against any use of the deliveries and/or services.

6.5 The Contractor must ensure that PENTANOVA GmbH and its customers do not infringe any intellectual property rights of third parties, in particular no trademark, name, patent, utility model, design, equipment, design or copyright rights of third parties, including corresponding property right applications (hereinafter collectively referred to as "property rights") in the Contractor's country of origin, in Austria and in the European Community by purchasing, possessing, offering, using, processing or reselling the deliveries and/or services; The same applies to a country to which the delivery is to be finally shipped, insofar as this country was communicated to the contractor prior to conclusion of the contract. If PENTANOVA GmbH has not been notified of a country, the country in which the registered office of the ordering company is located shall be deemed to be the country to which the delivery is to be finally shipped.

6.6 If the Contractor breaches the obligations set out in para. 6.5 he must indemnify PENTANOVA GmbH upon first request from any claims of third parties arising from such actual infringements of property rights and bear all costs and expenses necessarily incurred by PENTANOVA GmbH in this connection, in particular legal prosecution and defense costs as well as costs resulting from compliance with an obligation to cease and desist. The relevant limitation period for claims in this respect does not end before the expiry of a period of 10 years from the conclusion of the underlying contract.

6.7 Paragraph 6.5 shall not apply if the deliveries and/or services have been manufactured by the contractor according to drawings, models or other detailed information provided by PENTANOVA GmbH, and if the contractor was neither aware nor should have been aware that this would infringe third-party property rights.

6.8 The Contractor and PENTANOVA GmbH are obliged to inform each other immediately of any known infringements of property rights, risks of infringement of property rights and/or alleged cases of infringement and, within reasonable limits, to counteract corresponding infringement claims by mutual agreement.

## 7 Technical documentation

7.1 Unless otherwise agreed, the delivery of technical documentation and all required protocols must be part of the main delivery.

7.2 Unless otherwise agreed, the technical documentation must be supplied in electronic form.

7.3 All technical documentation must be prepared in accordance with the Machinery Directive and must comply with the generally recognized rules of technology.

## 8 Quality

8.1 The Contractor must set up and maintain a documented quality assurance system that is suitable in type and scope and corresponds to the state of the art. He must prepare records, in particular of his quality inspections, and make these available to the Client on request. The Contractor hereby consents to quality audits to assess the effectiveness of its quality assurance system by PENTANOVA GmbH or its authorized representative, if necessary with the participation of its (end) customer.

8.2 If the Contractor maintains a certified management system (e.g. in accordance with ISO 9001, VDA 6.4, ISO 14001, ISO 45001 or equivalent in their respective versions), he provide us with the corresponding certificates without being requested to do so, both upon initial delivery and each time the certificates are updated.

8.3 The Contractor is obliged to provide its deliveries and/or services as well as supplies or ancillary services of third parties in an environmentally friendly manner within the scope of economic and technical possibilities. The environmentally friendly provision of services includes in particular the selection of environmentally friendly materials and production processes in product design (e.g. low-emission, low-pollutant, low-waste and dismantling-friendly designs), the use of environmentally friendly and recyclable operating materials and generally resource-saving solutions (e.g. with regard to energy and material consumption).

8.4 Unless otherwise agreed, the Contractor is obliged to provide the deliveries and/or services in such a way that the statutory and official regulations, directives, guidelines, ordinances and other legal standards applicable at the place of manufacture and at the place of use specified by us, in particular with regard to quality, environmental protection, occupational health and safety, transport safety and product safety, are complied with throughout the entire delivery or service chain, in particular during development, design, manufacture, packaging, transport, installation, operation, cleaning, maintenance, servicing and disposal. If no place of use is specified by us, the registered office of the ordering company shall be deemed to be the place of use.

8.5 The deliveries and/or services to be provided by the Contractor must be carried out completely and in such a way that they comply with all statutory regulations, relevant ordinances, technical standards and regulations of professional associations etc. applicable in Austria and at the place of performance at the time of the order. The Contractor is obliged to determine and comply with the current status of the aforementioned regulations. We must be informed immediately of any changes to the regulations that have a direct or indirect effect on the deliveries and/or services.

8.6 The Contractor must always ensure the traceability of the delivered products. For this purpose, the Contractor ensures by labeling the products or, if such labeling is impossible or inappropriate, by other suitable measures that it can immediately determine which other products may be affected if a defect occurs in products. If a defect occurs, the Contractor must inform us immediately of all products that are affected by the defect and that have been delivered to us, as well as provide labeling features that ensure precise identification of these products.

8.7 The Contractor obligate his sub-suppliers to the same extent; he must also promote and demand compliance with the obligations specified in this chapter by its upstream suppliers to the best of its ability.

## 9 Delivery date

9.1 Unless expressly agreed otherwise, all dates stated in the order are fixed dates.

9.2 The dates and/or deadlines specified in the order are binding. The contractor is in default without the need for a reminder if he does not perform in whole or in part by the agreed date or within the agreed period.

9.3 The Contractor is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed dates and/or deadlines cannot be met. The agreed dates and/or deadlines are not extended by this information. In the event that it becomes apparent before the delivery date that the contractor is not in a position to fulfill the order in question properly and/or on time, PENTANOVA GmbH is entitled to carry out these deliveries/services itself or through third parties, with the resulting additional costs to be borne by the contractor.

9.4 In the event of default on the part of the contractor, PENTANOVA GmbH is entitled to the statutory claims. In particular, we are entitled to demand compensation for damages instead of performance and to withdraw from the contract after the fruitless expiry of a reasonable period. If we demand compensation, the contractor is entitled to prove that he is not responsible for the breach of duty.

9.5 Premature deliveries or services (even in parts) may only be made with the prior written consent of PENTANOVA GmbH. PENTANOVA GmbH is entitled to return excess quantities in the same way as premature deliveries at the contractor's expense.

9.6 In the event of postponements by the customer, the goods are stored at the contractor's premises free of charge.

9.7 If PENTANOVA GmbH assumes obligations to provide materials, these must be demonstrably and timely urged. If this is not done, the contractor is still bound by its timely provision of services. An appeal based on a breach of duty by PENTANOVA GmbH is excluded.

## 10 Contractual penalty

Contractual penalty: **0.5%** of the total order value per day of exceeding the deadlines specified as "penalized" up to a maximum of **10%** of the order amount.

Any further damages can be claimed if the amount is proven. Claims arising from reduced, poor or non-performance can be asserted until final acceptance. Existing, other rights of PENTANOVA GmbH (e.g. from warranty) remain unaffected by this.

## 11 Shipping

11.1 Each shipment must be accompanied by a delivery bill and the shipping documents must contain a clear reference to the object of the delivery for the proper identification of the shipment upon arrival at the destination, in any case always the order number. All costs incurred in connection with the non-provision or improper issue of the proof of origin and non-compliance with the shipping regulations, such as customs duties, wagon demurrage, transfer fees and the like, shall be borne solely by the Contractor.

11.2 The shipping address and recipient of the goods are as agreed in the order.

11.3 Under no circumstances may an invoice be enclosed with the delivery. The invoice must always and exclusively be sent to [at.invoice@pentanova.com](mailto:at.invoice@pentanova.com). (see chapter 20)

11.4 The following applies for customs regulations:

- a) The following applies to contractors from the EU: Upon request, PENTANOVA GmbH must be provided with a legally binding global supplier's declaration in accordance with Articles 61 to 66 and Annexes 22-15 to 22-18 of Commission Implementing Regulation (EU) 2015/2447 of November 24, 2015 (OJ L 343 of 29.12.2015) free of charge.
- b) The following applies to contractors from third countries: If a preferential agreement with the EU exists for the delivered goods, PENTANOVA GmbH assumes that this can be applied. In particular, all necessary documents (preferential certificate of origin, declaration of origin) must be enclosed with the respective shipment in the original in order to enable PENTANOVA GmbH to import the goods duty-free or at a reduced rate of duty. If these documents are missing or are delivered late, the costs incurred (customs costs, administrative costs) will be charged to the contractor.
- c) The following applies to all contractors: Should PENTANOVA GmbH be or become obliged to provide proof of certain facts, in particular producers, address, country of origin and conformity with the DUAL USE Regulation and applicable embargo regulations, on the basis of customer contracts or their processing, the contractor must do so independently and on its own responsibility at its own expense and risk and without any claim to reimbursement. Furthermore, the Contractor confirms that all delivered products do not comply with the Dual-Use Regulation (EU) 2021/821 and its amendments in the Delegated Regulation (EU) 2023/2616 as well as in applicable embargo provisions. Therefore, no export license is required for any exports.

## 12 Delivery

The goods must be delivered in such a way that PENTANOVA GmbH does not incur any unloading costs. In particular, the contractor must expressly point this out in writing before dispatch in the case of deliveries that require a forklift or other aids for unloading. A corresponding note in the order confirmation alone is not sufficient. Any costs incurred due to non-compliance will be borne by the contractor.

## 13 Dangerous goods

If goods are delivered under an order to which the relevant provisions of the international dangerous goods regulations apply, the contractor assumes responsibility for full compliance with these regulations or for the legal consequences resulting from non-compliance with these regulations by accepting the order. For any dangerous goods delivered under an order, the contractor must send PENTANOVA GmbH the corresponding dangerous goods certificate, prepared by the company, without being requested to do so and in good time before the goods are dispatched, irrespective of the agreed delivery conditions. A further, also company-issued copy must accompany the goods.

## 14 Prohibited substances - Supplier information

14.1 The Contractor comply with existing substance bans resulting from legal standards. The Contractor must ensure that the deliveries and/or services provided by himself or by third parties commissioned by him, including their packaging, do not contain or release any risk substances that are hazardous to the environment or health and that are not permitted by law for the intended use, as intended by us and notified to the Contractor, as well as for the foreseeable misuse at the place of manufacture or at the place of use specified by the Contractor or on the way there. The use cases permitted in exceptional regulations and all CMR substances (carcinogenic, mutagenic, toxic to

reproduction) must be avoided. Deviations from this must be credibly justified to us and will only be approved by us if a substitution of the substance with a non-hazardous substance is not possible.

14.2 For each delivery and/or service, the Contractor must provide us with the evidence of legal conformity and the information required by law (e.g. safety data sheets, type examination certificates, test certificates, technical certificates, other certificates, certificates of competence), as a rule already with the offer but at the latest with the order confirmation. The Contractor must enclose this evidence and all documents required for placing on the market (e.g. installation/conformity declarations) with each delivery and mark the deliveries in accordance with the statutory requirements. The same shall apply in the event of changes to the scope of delivery and/or service with an effect on the use intended by us at the named place of use, also taking into account a foreseeable misuse, which affect the aspects listed above for delivery and/or service restrictions.

14.3 The Contractor is obliged to declare the substances and/or mixtures contained in its deliveries and/or services in accordance with Regulation (EC) No. 1272/2008, stating the corresponding CAS registration numbers ("Chemical Abstracts Service"), the weight percentages in the homogeneous material and the safety data sheets in accordance with Regulation (EC) No. 1907/2006, insofar as these substances are listed in one of the following standards:

- Regulation (EC) No. 1907/2006 (REACH), in particular the candidate list for substances subject to authorization; Regulation (EC) No. 1272/2008 (CLP)
- Directive 2011/65/EU (ROHS) including extension (EU) 2015/863 and (EU) 2017/2102
- ChemVerbotsV (Chemicals Prohibition Ordinance)
- ChemG (Chemicals Act)
- ChemOzonSchichtV (Chemical Ozone Layer Ordinance)
- GefStoffV (Hazardous Substances Ordinance)
- Battery Act (Batteriegesezt)

14.4 The Contractor must confirm the origin of the deliveries to us in compliance with the statutory provisions (e.g. by means of a supplier's declaration or declaration of origin or EUR1). In the supplier's declaration, the contractor must state the origin of the delivery in accordance with the valid rules of origin of the country of destination that PENTANOVA GmbH has informed him of. A reference to the deliveries is established by stating the PENTANOVA article number and/or order number on the supplier's declaration.

14.5 The payment obligation of PENTANOVA GmbH is subject to the receipt of all the information and documents requested above.

## 15 Place of fulfillment / acceptance of the goods

15.1 The place of destination specified by PENTANOVA GmbH in the order must apply to the delivery and/or service. The client shall bear the risk until handover (unloading completed, placed on foundations, after completion of assembly, etc.).

15.2 Delivery/service to a place of receipt other than that designated by PENTANOVA GmbH does not result in a transfer of risk at the expense of PENTANOVA GmbH even if this place accepts the delivery/service. The contractor must bear the additional costs of PENTANOVA GmbH resulting from delivery/performance at a place of receipt other than the agreed place of receipt.



15.3 If acceptance has been agreed, this shall be decisive for the transfer of risk. Commissioning or use does not replace the declaration of acceptance. The address stated in the order shall apply to documentation and payments. For final assembly inspection, commissioning and warranty, the place where the item is installed applies.

15.4 The goods must be handed over to the person named in advance by PENTANOVA GmbH. The delivery/service provider must have the receipt of consignments confirmed in writing by the specified receiving office.

15.5 The acceptance of the goods only takes place upon proper use, but no later than 24 months after delivery. The contractor therefore waives the immediate inspection and the objection of late notification of defects. Payment by PENTANOVA GmbH does not imply unconditional acceptance of the goods.

## 16 Retention of title to materials and parts provided

Materials and parts provided by PENTANOVA GmbH remain its property and must be stored, labeled and managed separately free of charge. Materials and parts provided may only be used as intended. The processing of materials and the assembly of parts are carried out for PENTANOVA GmbH. It is agreed that the Client shall be co-owner of the products manufactured using its materials and/or parts in the ratio of the value of the materials provided to the value of the overall product, which shall be stored by the Contractor for the Client in this respect.

## 17 Obligations of the contractor as a third-party company

Insofar as the Contractor owes not only the mere delivery of goods, the following provisions shall apply:

17.1 The Contractor acts as an independent contractor and at its own entrepreneurial risk; it has its own business premises. Neither a temporary employment relationship nor an employment relationship is established by this contract. The Contractor is not integrated into the organization of PENTANOVA GmbH, not even digitally.

17.2 The Contractor must ensure compliance with all labor, collective bargaining and other legal regulations. In particular, the Contractor undertakes not to deploy any employees in breach of statutory regulations, to pay all contributions to social insurance institutions and social security funds properly and to comply with the applicable provisions on minimum wages and working hours.

17.3 The contractor undertakes – where applicable – to comply with the provisions of the Employee Secondment Act (German: “Arbeitnehmerentsendegesetzes”, AEntG) and the Residence Act (German: “Aufenthaltsgesetzes”, AufenthG). He only employs workers/agents if they have the necessary permits and authorizations. Furthermore, the contractor is obliged to regularly and unsolicited check the submission and validity of the required documents and to keep a copy of the documents in paper or electronic form for the duration of the employment.

17.4 The Contractor must provide documents requested by the end customer for official procedures and to demonstrate compliance with applicable regulations and laws free of charge and within a reasonable period of time. This also includes participation in training courses.

17.5 PENTANOVA GmbH reserves the right to carry out its own checks on the personnel deployed by the contractor.

17.6 The Contractor indemnifies PENTANOVA GmbH against all claims asserted against the Client under the contract.



17.7 In the event of the contractor's breach of any of the aforementioned obligations, PENTANOVA GmbH is entitled – in addition to other reasons that may lead to a right to terminate the contract – to terminate the respective contract for good cause without notice and with immediate effect.

17.8 The contractor indemnifies PENTANOVA GmbH against all claims by third parties due to infringement of the above legal bases. The contractor shall also assume the costs of the necessary legal defense, including all court and attorney's fees.

## 18 Subcontractors/sub-suppliers

Insofar as the Contractor owes not only the mere delivery of goods, the following applies:

18.1 The Contractor is obliged to name its subcontractors/sub-suppliers to the Client.

18.2 The Contractor is entitled to use subcontractors/sub-suppliers to provide the services owed by it. This requires the prior written consent of PENTANOVA GmbH. Affiliated companies and subsidiaries of the contractor are considered subcontractors/sub-suppliers or external agents within the meaning of this contract. PENTANOVA GmbH is entitled to revoke its consent at any time for a valid reason.

18.3 The use of subcontractors/sub-suppliers or external agents according to these provisions does not release the contractor from his contractual obligations, particularly not from his sole responsibility for the use of subcontractors or external agents. Violations by subcontractors or external agents will be attributed to the contractor as if they were his own fault and considered a breach of contract.

18.4 The contractor must contractually oblige subcontractors/sub-suppliers to comply with the obligations arising from the contract as well as the provisions of these purchasing conditions – in particular chapter 17 – and must provide proof of this to PENTANOVA GmbH upon request at any time, at least in text form. Furthermore, the contractor allows PENTANOVA GmbH to inspect the evidence and certificates of the subcontractors/sub-suppliers upon request.

## 19 Termination

19.1 PENTANOVA GmbH has the right to terminate the contract in whole or in part. In such a case, it is obliged to adequately compensate for all deliveries/services provided up to that point. PENTANOVA GmbH reserves the right to offset any damages, additional expenses, etc. (see chapters 21 and 23). Further claims by the contractor are excluded.

19.2 PENTANOVA GmbH has the right to terminate the contract without notice for good cause, in particular if a significant deterioration in the contractor's financial situation occurs or threatens to occur and the fulfillment of obligations to PENTANOVA GmbH is thereby jeopardized. In this case, PENTANOVA GmbH has the right to take over material and/or semi-finished products, including any special operating resources, on reasonable terms.

## 20 Invoice

20.1 The invoice must be sent separately for each order, stating the order number, to [at.invoice@pentanova.com](mailto:at.invoice@pentanova.com) after complete delivery or performance, i.e. not enclosed with the shipment (see chapter 11).

20.2 The contractor undertakes to issue the invoice in accordance with the applicable VAT Act (UStG). The payment term based on the agreed conditions begins on the day the contract-compliant invoice is received, but never before full performance.

20.3 The Contractor further acknowledges that incorrectly issued and/or incomplete shipping documents and/or certificates and/or documentation and/or invoices, taking into account the required invoice characteristics in accordance with Section 11 of the German Value Added Tax Act (UstG), shall result in a deferral of payment.

Invoices must have at least the following features:

- Name and address of the supplier or service provider
- Name and address of the service recipient
- Quantity and customary designation of the items or type and scope of the services
- Delivery address
- Date/period of delivery or other service
- Delivery and payment conditions
- Delivery note number for material deliveries
- Consideration for the delivery/other service and the applicable tax rate or, in the case of tax exemption, a reference to this
- The amount of tax due on the remuneration
- Date of issue (if this is the same as the date of delivery or other service, the note "Invoice date is the same as the date of delivery or service" is sufficient)
- Consecutive invoice number
- PENTANOVA Order number
- VAT identification number (UID number) of the issuer of the invoice
- VAT number of the service recipient (for invoices with a total amount of more than EUR 10,000 including VAT, also if the tax liability is transferred to the service recipient - reverse charge and for intra-Community deliveries)

These are not exhaustive and may be extended by PENTANOVA GmbH to include requirements arising from international activities:

- Exemption certificate as an invoice enclosure for construction services rendered in Germany
- etc.

20.4 Transfer charges must be borne by the contractor.

20.5 If goods are delivered before the agreed dates, which requires our consent, the payment periods for the relevant invoices commence from the agreed delivery date. Unless otherwise agreed, payment shall be made after receipt of the goods in accordance with the contract and receipt of the proper and verifiable invoice within 30 days with a 3% discount or 60 days with a 2% discount or 90 days net.

20.6 PENTANOVA GmbH does not owe any default interest. The contractor's claim for payment of default interest remains unaffected. Unless otherwise agreed in individual cases, the statutory provisions apply to the occurrence of our default.

20.7 If an advance payment is contractually agreed upon, the payment will only be made after the legally valid, unconditionally signed order confirmation from the contractor is received.

20.8 In the event of a defect, we are entitled to defer payment until the defect has been properly remedied.

## 21 Claims arising from liability for defects, warranty and guarantee

21.1 The Contractor guarantees and warrants the intended usability, the flawless quality and the fulfillment of the promised properties for a period of two years from the intended use, but no longer than three years from delivery, unless otherwise agreed. This does not apply if the law provides for longer periods; in these cases the statutory limitation period applies. The Contractor undertakes to remedy all defects occurring within this period immediately at its own expense and to compensate for all damages associated with the defect, including the costs of determining the defect, consequential damages, claims by third parties, etc.

For newly delivered/performed parts, the limitation period starts anew; for repaired parts, only if it is the same defect or the consequences of a defective repair, the subsequent performance is characterized by a larger scope, special duration, or higher costs, and the contractor does not expressly remedy the defect only out of goodwill, to avoid disputes, or in the interest of maintaining the delivery relationship.

21.2 The place of performance for defect rectification within the warranty/guarantee obligation is determined by PENTANOVA GmbH. Further statutory provisions remain unaffected. In cases where the contractor does not promptly fulfill his warranty/guarantee obligation upon request, as well as in cases of minor defects and particularly urgent cases, PENTANOVA GmbH is entitled, at the contractor's expense, to carry out the defect rectification itself without further inquiry or to have it carried out by a third party, or if this is not possible, to procure replacement elsewhere.

21.3 Should PENTANOVA GmbH, as manufacturer of the end product, be liable for damage attributable to defects in the raw material or partial product supplied by the Contractor, the Contractor must indemnify PENTANOVA GmbH from such liability and provide full recourse, irrespective of fault. The contractor is liable for its representatives or subcontractors to the same extent as for its own fault.

21.4 Otherwise, the contractor is liable in accordance with the statutory provisions, without this liability being limited or excluded in terms of its basis or amount. Our approval of technical documents and/or calculations of the contractor does not affect his liability for defects.

## 22 Protection of plans and documents / prohibition of advertising / confidentiality

22.1 Plans, sketches, layouts, descriptions, parts lists, software, models, prototypes and other documents such as brochures, catalogs, samples, presentations and the like provided by PENTANOVA GmbH, including the know-how contained therein, remain the intellectual property of PENTANOVA GmbH. Any use, in particular the passing on, duplication, publication and making available, including the copying of extracts, requires our express consent.

22.2 The Contractor may not use software, models, samples and prototypes or tangible objects obtained in accordance with paragraph 22.1 reverse engineer, disassemble or decompile them without our prior express consent in writing.

22.3 All of the above-mentioned documents can be reclaimed at any time and must be returned immediately without being asked if the contract is not concluded.

22.4 In addition, the Contractor undertakes to maintain confidentiality vis-à-vis third parties with regard to the knowledge obtained from the business relationship.

22.5 If the Contractor produces documents or services that are subject to industrial property rights, the provisions set out in section 6 shall also apply.

22.6 The use of the PENTANOVA logo and word mark and any mention of the PENTANOVA Group, PENTANOVA GmbH or individual PENTANOVA companies as reference customers of the Contractor requires the prior written consent of PENTANOVA GmbH in each individual case.

22.7 The contractor must maintain confidentiality vis-à-vis third parties regarding all operational processes, facilities, equipment, documents etc. at PENTANOVA GmbH and its customers that become known to it in connection with its activities for PENTANOVA GmbH, even after submission of the respective offers or completion of the contract. He imposes corresponding obligations on his agents and assistants.

## 23 Retention, offsetting & assignment

23.1 Under no circumstances is the contractor entitled to delay and/or withhold his services for any reason whatsoever. Likewise, the contractor has no right of retention over items provided by PENTANOVA GmbH.

23.2 PENTANOVA GmbH does not recognize a set-off prohibition; rather, PENTANOVA GmbH is entitled, if necessary, to set off all claims to which we are entitled against the contractor.

23.3 The contractor cannot assign his contractual claims against PENTANOVA GmbH to third parties or have them collected by third parties. This does not apply to legally established or undisputed claims.

## 24 Formal requirements

24.1 All agreements, subsequent amendments, supplements, ancillary agreements, etc. must be made in writing.

24.2 Declarations, notifications, etc. addressed to PENTANOVA GmbH must be made in writing to be legally effective, including the original signature or a secure electronic signature.

## 25 Data protection

The contractor shall comply with the statutory provisions on the protection of personal data. Personal data of the Contractor shall be stored and processed by us in compliance with the statutory provisions.

## 26 Choice of law/jurisdiction

26.1 This contract must be governed by Austrian substantive law; the applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

26.2 The competent court at the registered office of PENTANOVA GmbH must have local jurisdiction to decide on all disputes arising from this contract. PENTANOVA GmbH reserves the right to take legal action at the general place of jurisdiction of the contractual partner.

## 27 Miscellaneous

27.1 Should individual provisions of these Terms and Conditions of Purchase or of the contract concluded between PENTANOVA GmbH and the Contractor be or become invalid in whole or in part, this will not affect the validity of the remaining provisions.

27.2 For construction services rendered in Germany, PENTANOVA GmbH is only exempt from the obligation to withhold tax in accordance with Section 48 b (1) EStG if the contractor submits a valid certificate of exemption in its name from the tax office responsible for it. The presentation of a copy of the exemption certificate is sufficient, unless the exemption certificate has been issued for a specific order.

27.3 Insofar as these General Terms and Conditions of Purchase are also made available to the Contractor in another language, only the German version is valid.