

## GENERAL CONDITIONS OF PURCHASE GREINER PACKAGING

### 1. GENERAL

- 1.1. The following "Terms and Conditions of Purchase" shall apply to all contracts concluded by us, in particular purchase and service contracts, as well as amendments and additions to these contracts and orders (individual orders, framework contracts and call-off orders).
  - 1.2. Our Terms and Conditions of Purchase shall also apply where the contractual partner installs or assembles delivery items on our behalf.
  - 1.3. Our Terms and Conditions of Purchase also apply to future transactions between us and our contractual partner, even if these Terms and Conditions are not specifically referred to in the specific case. Agreements (modifications, amendments) which, as an exception, deviate from our Terms and Conditions of Purchase shall only apply to the specific transaction for which we have confirmed them in writing.
  - 1.4. Terms and conditions of the contractual partner, which are contrary to or deviate from our Terms and Conditions of Purchase, especially general terms and conditions of sale and delivery of the contractual partner will not be accepted by us and shall be deemed excluded, without objection being required. Except in the case the contradiction or deviation has been expressly agreed by us in writing.
  - 1.5. In accepting our purchase orders, the contractual partner acknowledges the exclusive applicability of our General Purchasing Conditions.
  - 1.6. The order date shall be the date upon which our order was placed.
  - 1.7. The contractual partner acknowledges that his personal data contained in the purchase order will be processed electronically for bookkeeping and supplier information purposes. Such data may be transmitted if required by law, for monetary and payment transactions and, upon the contractual partner's special consent, to accurately described recipients on a case-by-case basis.
- ### 2. PLACING OF ORDERS
- 2.1. Offers from our contractual Partner (including project costs) shall be submitted to us free of charge and shall only be seen as an invitation to submit an offer for a contract (purchase order).
  - 2.2. With respect to quantity and quality of the goods or any design details the contractual partner shall strictly comply with our inquiry in his offer. Pricing of goods which are charged according to weight shall be based on the net weight exclusive of packaging or packing aids (such as, e.g., skeleton containers, pallets, cases, etc).
  - 2.3. Cost estimates, plans, test certificates for technical equipment and all other documents are binding and free of charge, unless otherwise expressly agreed in written form.
  - 2.4. Purchase orders, contracts on transactions, delivery schedules, modifications thereof and amendments thereto or any change in the basis contract including these General Terms and Conditions of Purchase as well as this clause on the requirement of written form itself shall be made in writing to be legally effective. This shall also apply to termination, if any.
  - 2.5. Oral agreements of any kind - including subsequent changes and supplements to these General Terms of Purchase and this written form requirement- must be confirmed in writing by us to become effective.
  - 2.6. The requirement of written form is also achieved by data transfer transmission (e.g. e-mail, fax or EDI).
  - 2.7. If our order does not include prices or even only recommended prices, the contractual partner has to state binding prices in his order confirmation, which shall only be binding for us upon our written confirmation.
  - 2.8. If the order confirmation deviates from the content of our purchase order in any way, this shall be expressly stated and shall only be binding for us upon our written confirmation. In any case we reserve the right to cancel an order if it is not accepted by mutual consent within 14 days.
  - 2.9. Until such time as the order is accepted by the contractual partner, we shall be entitled to withdraw it at any time, without stating a reason. Following acceptance of the order we can, as far as is reasonable for the contractual partner, require the design and specification of the subject of the contract to be altered. The effects thereof, in particular with regard to excess and reduced costs as well as the delivery dates, shall be settled by mutual agreement.
  - 2.12. We shall be entitled to withdraw entirely or partially from the contract in the event of bankruptcy proceedings being instituted against the contractual partner, or of a petition filed for the institution of such proceedings being dismissed on the grounds that the assets would be exhausted by costs.
  - 2.13. Our contractual partner shall state our purchase order number, our purchase order date, the item number and all other information we have used for a more detailed description of our purchase order on all letters and writings to us, in particular on order acknowledgments, dispatch notes, delivery notes and invoices. In the case of call orders the contractor shall also include the relevant data of the call concerned.
- ### 3. CHANGES TO (WORKING) MATERIALS, MANUFACTURING PROCESSES
- 3.1. The contractual partner shall inform us with written notification at least 3 months in advance, in due time and without any request of any changes to (working) materials, manufacturing processes, formulations, suppliers and third-party components. The contractual partner shall only be entitled to change (working) materials, manufacturing processes, formulations, suppliers and third-party

components after obtaining written approval from us. In the case of changes to (working) materials or formulations, the contractual partner shall be required to make available to us new product specifications, declarations of conformity, certificates of analyses and confirmations for or about the contents used as well as safety data sheets. In addition the contractual partner shall provide product samples for examination and analysing.

- 3.2. The contractual partner shall inform us in writing at least six months in advance before terminating the production of parts relevant to us or the cessation of operations in order to enable us to supply our customers.
- 3.3. Any changes according to clause 3.1 or receipt of the written information pursuant to clause 3.2 entitle us to immediate terminate existing contracts or orders with the contractual partner regarding the products concerned. Further statutory claims shall remain unaffected.

#### **4. PRICES; TERMS OF PAYMENT AND INVOICING**

- 4.1. The prices stated in our purchase order and/or agreed with the contractual partner shall be fixed prices. Any change during the delivery period shall be excluded, especially in the case of call orders. We will not accept price adjustment clauses.
- 4.2. Prices do not include statutory value added tax or other (transaction) taxes, customs duties, fees or other charges of any kind, but including import duties and all other taxes and duties. Changes in tax laws or other changes in circumstances and conditions shall not entitle the contractual partner to increase the prices subsequently; in particular, the contractual partner shall bear exchange rate fluctuations. The ordering party respectively we shall be free to choose whether to effect payment on the basis of the exchange rate which is applicable on the day of the purchase order or on the basis of the rate applicable at the due date. Invoices have to be issued in compliance with clause 2.13 and have to be sent under separate cover or by e-mail.
- 4.3. Where the compensation is subject to withholding tax, the following shall apply: We are entitled to retain withholding tax at the statutory rate from the compensation and pay it to the competent tax office on behalf and for the account of the Contractor. If the Contractor is able to prove to us in due time before payment that it meets the requirements for tax reduction or tax exemption in accordance with the applicable double taxation agreement by presenting all documents required, the withholding tax specified in the applicable double taxation agreement will be retained.
- 4.4. Our tax identification number have to be stated on the invoice and will be provided to the contractual partner on request. The contractual partner shall be responsible for the correct application of the sales tax law provisions concerning the particular delivery process, or for any disadvantages of us caused by incorrect information provided by the contractual partner.
- 4.5. Invoices for services have to be enclosed copies of certified payroll or timesheets.

- 4.6. In case the billing of services is agreed on basis of hourly or daily rates, travel and standby time as well as travel expenses are not reimbursed separately.
- 4.7. The invoice will be issued after completion of the service/acceptance of the delivery.
- 4.8. Delivery/performance is only provided in full if the contractual partner has submitted to us all agreed documents or documents usually required (e.g. invoices, freight documents, certificates of origin, letters of guarantee, certificates of analyses, technical documents, operating instructions, declaration). Submission of these documents is a prerequisite for the payment becoming due.
- 4.9. Unless otherwise agreed payments shall be made within thirty (30) days of receipt of the goods or acceptance of the services (if applicable) and complete performance at a 3% cash discount or within 90 days without deduction. If the invoice is received later than the goods or acceptance of the services (if applicable) and complete performance, the date of receipt of the invoice shall be decisive for calculation of the cash discount period rather than the date of receipt of the goods. A cash discount may also be deducted in the case of a set-off by the contractual partner.
- 4.10. In case of defective delivery/performance, we are entitled to withhold the payment until complete fulfillment.
- 4.11. Payment may be effected by means of a set-off against our counterclaims or the counterclaims of our affiliates; the contractual partner will be informed by us in writing within the payment period stated above if we or our affiliate apply this mode of payment.
- 4.12. Set-off of counterclaims of the contractual partner against our claims or exercise of a right of retention shall be permitted only if the counterclaim or the right of retention has been accepted by us or established in a legally binding manner.
- 4.13. If payments fail to be made within the payment period, then interest shall be due on the outstanding amount from the end of the payment period onward, at a rate of 4% per anno. This right shall lapse if it is not exercised in writing within six weeks of the contractual partner's receiving the invoice amount. Our liability is excluded, except where we are proven to have been grossly negligent.

#### **5. DECLARATIONS OF ORIGIN, RESTRICTION OF EXPORT**

- 5.1. The contractual partner shall be obliged to submit declarations of origin in respect of the goods supplied/services performed in the event requested by us or required due to legal regulations. The contractual partner undertakes to facilitate the verification of the declarations of origin by the relevant responsible department of the customs duty and to provide any information or any additional confirmations that may be required in that regard. For deliveries from third countries outside the European Union there have to be mentioned on the invoice a declaration of origin or there have to be provided a movement certificate EUR 1.

- 5.2. The contractual partner shall guarantee to comply with all foreign trade regulations relating to a shipment and in particular to obtain all necessary legal export approvals at its own expense. The contractual partner has to inform us in written form before the contract is concluded in case the ordered goods are wholly or partly subject to export restrictions or other restrictions regarding the tradability according to Austrian regulations or any other foreign trade regulations.
- 5.3. The contractual partner shall be obliged to compensate us for any damage incurred in the event that the origin stated on the declaration is not recognized by the competent authority due to circumstances within the Contractual Party's control (such as insufficient documentation, false or insufficient declaration or inability to verify) or in case the contractual partner has not obtained the required foreign trade permits or has not complied with the information obligations pursuant to clause 5.2.
- 5.4. In case the contractual partner has not complied with an obligation mentioned in clause 5.1 or 5.2 we are entitled to immediately withdraw from the contract without setting any grace period and irrespective if an fault of the contractual partner. Further statutory claims shall remain unaffected.
- 6. DELIVERY AND DELIVERY DATES**
- 6.1. The agreed delivery dates are binding. The shipping- delivery period starts with the date of order. If there is no delivery time agreed, shipment resp. performance has to be effected immediately. Unless otherwise agreed in writing, the date for delivery/performance of service shall only be deemed to have been fulfilled in the event that the goods have been received at the agreed delivery location.
- 6.2. In case a delay in shipping or performing is reasonable likely, we have to be informed immediately by stating reasons and the expected duration of the delay in written form.
- 6.3. We shall be entitled to refuse acceptance of partial deliveries or services, or deliveries or services with a quantity of which is lower or higher quantity than the one agreed. In the case of partial deliveries we shall also be entitled declare the withdrawal from the entire contract. There shall not result any disadvantage for us out of an early delivery or performance and especially the payment and discount period according to section 4.8, shall not start before the originally agreed time.
- 6.4. The contractual partner shall be obliged, upon request, to provide us without delay with all information that we or one of our customers requires, in order to proof, to any party whatsoever, that statutory or other regulations, especially the regulations under EC-1907 2006, have been complied with. Such information shall especially include evidence regarding testing, calculations and analyses, together with the values determined on that basis.
- 6.5. If the contractual partner is in default with its delivery or performance, or if it delivers or performs contrary to the terms of the contract, we shall be entitled – without prejudice to any rights going

beyond the following – to withdraw the contract, either immediately or after granting a 14-day grace period, or to insist on performance of the Contract. In the event default or contractually non-compliant delivery or performance, we shall also be entitled to demand an contractual penalty of 1% of the order amount for each week of delay or partial delay up to a maximum of 15%, which shall be payable immediately and irrespective of a proof of damages. However this shall not be the sole remedy for non- or delayed delivery and shall not affect any other rights which we may have in this regard.

**7. DELIVERY / PACKAGING AND DISPATCH**

- 7.1. Shipping shall be effected without any freight charges, packaging costs, customs duties or charges for us to the respective Greiner works. We may refuse to accept carriage forward shipments. The contractual partner shall bear the transportation risk.
- 7.2. Delivery shall be at the contractual partner's cost and risk. Deliveries shall be subject to the DDP clause (Incoterms 2020), delivered, duty paid, free of turnover tax on imports, to the respective Greiner works, unless another place of destination was agreed between the parties. In case there is not mentioned a place of destination on the order and not otherwise agreed between the parties, the delivery address (place of performance/place of delivery) shall be the registered seat of Greiner.
- 7.3. The acceptance is subject to freedom of defects in respect of quality and quantity. The applicability of § 377 UGB is herewith expressly excluded.
- 7.4. The delivery items shall be safely packed at the contractor's cost, to the extent packaging is necessary due to their nature, in such a way that they are protected against loss and damage and to prevent harm to persons or damage to equipment or other goods and shall be securely loaded for transport. The contractor shall be liable for all consequences caused by lack of packing or by defective packaging. Delivery items which are damaged during transport shall be returned to the contractor postage not prepaid, who shall be responsible for settling the claim with the freight forwarder, if any.
- 7.5. We reserve the right to return the packaging to the contractor; if the packaging is returned free of expense for the contractor, the respective amount shall be credited to us. If the contractual partner fails to recollect or the pick-up of the packaging materials despite of our request, we are entitled to arrange the packaging materials to be disposed of by a third party at the contractual partner's risk and expense.

**8. QUALITY CONTROL / RECORDS AND AUDITS**

- 8.1. In order to ensure quality, the contractual partner agrees to perform all quality control functions in conformance with the Specifications. Contractual partner shall as a minimum be DIN EN ISO 9001 ff registered or shall use any other at least comparable quality management system. We may inspect the quality management of the contractual partner during business hours and reserve the right

to have a system or process audit carried out by ourselves or a third party at the contractual partner's premises at any time to check the existing quality management system. The contractual partner also grants us access to review and check other commitments made or obligations taken over by the contracting partner.

- 8.2. Contractual partner shall maintain accurate records of all matters that relate to contractual partner's obligations hereunder in accordance with generally accepted accounting principles and practices, uniformly and consistently applied and in compliance with applicable law and contractual and commercial documentation requirements. The contractual partner shall retain such records for a period of seven (7) years from the date of final payment under the purchase order to which such records relate, unless a longer retention period was agreed.

#### 9. INSPECTION AND ACCEPTANCE OBLIGATION / FORCE MAJEURE

Events of force majeure, which shall include impacts of war, riot, strikes, lock-outs and interruptions of transport and business in our area or that of our upstream suppliers which we could not foresee and for which we are not responsible shall release us from our obligation to accept the goods for the duration of the disturbance and to the extent of its impact. In those cases claims of the contractual partner for consideration or damages shall be excluded.

#### 10. PASSING OF RISK

In all cases, risk shall pass to us only upon receipt of the delivery item at the destination named by us. In case the delivery includes installation or assembly the risk shall pass to us upon acceptance of the installed or assembled goods by us.

#### 11. WARRANTY AND LIABILITY

- 11.1. We shall not accept exclusions of liability of any kind or limitations of liability by the contractual partner, in particular on the ground of warranty or damages, unless such exclusions or limitations have been expressly negotiated with us and put down in detail in writing. Accordingly this shall apply, for example, where the statutory burden of proof is changed to our detriment or if periods are shortened, etc. Thus, we shall not accept exclusion of rights of recourse as defined in § 933b. of the Austrian General Civil Code [ABGB].

In the event that product liability claims are raised against us by third parties on account of defective material supplied by the contractual partner the contractual partner shall indemnify us and hold us harmless to a full extent. In addition the contractual partner shall compensate us for all costs and expenses relating to and resulting out of a recall. We shall also be entitled to assert claims for reason of product liability in the event that we utilise the goods/services supplied within our own company. The contractual partner shall be responsible for any default of its sub-suppliers and subcontractors.

- 11.2. The contractual partner shall, at its own expense, enter an adequate insurance on the goods to be delivered, in order to cover its potential liability from any business and supply relationship with us (including a public liability and product liability insurance) and provide to us the insurance certificate after request.
- 11.3. The delivery item must have the assured and usually expected characteristics, correspond to samples, render the agreed performance and its design and material shall be state-of-the-art. The delivery item shall not have any errors and defects which eliminate or reduce the value or suitability of the same for normal use or use expected or advised when the purchase order was placed.
- 11.4. Quality, dimensions and weight of the delivered material shall be exclusively in accordance with EN Standards. All deliveries must be in full compliance with the statutory accident-prevention regulations and safety regulations (CE conformity) applicable at the time of delivery.
- 11.5. If delivery items do not have the assured and usually expected characteristics or characteristics that we have requested, or if accident-prevention regulations or other safety provisions have not been observed, or if the delivery item is otherwise defective we shall be entitled, irrespective of the seriousness of the defect, to claim, at our choice, cancellation of the purchase (contract), reduction of the purchase price or a free-of-charge repair of the defect or substitute delivery at no extra cost. In case we require free-of-charge repair or substitute delivery, the contractual partner shall immediately comply with our request at its own risk and expense within 10 business days at the latest. In case the documentation is wrong, but the delivery items except documentation have no defect, the documentation has to be corrected and delivered to us within 5 business days. If such replacement fails or documentations not corrected within the said period, section 11.6. shall apply accordingly. All claims for compensation for any direct or indirect consequential damage shall remain unaffected. The acceptance of the delivery without reservations shall not be deemed as withdrawal of our legal or contractual claims.
- 11.6. If the contractual partner fails to fulfill his warranty obligation within the period stated in these terms and conditions, we shall be entitled to repair the defects ourselves or have them repaired by third parties, or to obtain replacement elsewhere, at the contractual partner's cost and risk.
- 11.7. In urgent cases (e.g., to avoid interruptions to manufacturing) we shall be entitled to repair identified defects ourselves or to have them repaired by third parties at the contractual partner's cost without having to grant a grace period.
- 11.8. If defects cannot be repaired on site the shipping costs shall be borne by the contractual partner.
- 11.9. The warranty period shall be two years from the date the risk has passed, unless longer statutory periods apply.
- 11.10. The contractual partner is obligated to control the quality and quantity of its delivery/performance. Our duty to examine and notify concerning defects is expressly waived.

- 11.11. The foregoing warranty provisions shall also apply if the contractual partner installs or assembles delivery items on our behalf. In that case the warranty period shall commence upon acceptance of the completely assembled items by us or our customer according to the written confirmation of acceptance.
- 12. TRANSFER / ASSIGNMENT**
- 12.1. The contractual partner's delivery obligation vis-à-vis us shall not be transferred to third parties without our prior written consent.
- 12.2. The contractual partner shall not be entitled to assign his claims vis-à-vis us under the delivery or service contract to third parties without our prior written consent.
- 12.3. Any transfer or assignment effected in violation of these provisions shall be legally ineffective.
- 13. SUBCONTRACTORS**
- 13.1. The contractual party undertakes to inform us in writing of all subcontractors which provide supplies or assistance to the performance of the contractual partner under the contract. Subcontractors not named in the contract or purchase order require our prior written consent which shall not be unreasonably withheld.
- 13.2. Should we give our consent, the contractual partner shall ensure that the subcontracts are organized in such a manner that the contractual partner can fulfill its obligations towards us without restriction.
- 13.3. The contractual partner ensures that we are entitled to inspect all work currently being performed on the contractual partner's and/or subcontractors' premises at any time and will obtain information on the latest status of the work on site.
- 13.4. Regardless of the party providing the products and/or services, the contractual partner shall be always the responsible contractual party and no information provided to us about the subcontractor nor shall the approval of the ordering party regarding the subcontractor release the contractual partner from its obligations out of the Agreement towards us.
- 14. INDUSTRIAL PROPOERTY RIGHTS**
- 14.1. The agreed purchase price pays for the acquisition of the industrial property rights (and in particular of patents) to the extent that such acquisition is necessary in order that we may use the supplied items as contractually agreed, especially to freely use, partly or completely remake, and resell the item(s) supplied.
- 14.2. Where licenses are needed, these shall be provided by the contractual partner at no additional costs for us. We are entitled to use, free of charge, any inventions made by the contractual partner in the course of executing our order.
- 14.3. The contractual partner shall be liable that no proprietary rights of third parties are infringed by his services or by our use of the supplied items and services purchased from him. The contractual partner shall fully indemnify and hold us harmless from all liability in the case of infringements, if any and all costs incurred in connection with a violation of such rights, in particular costs incurred by us in order to authorize the use of the purchased products/items .
- 14.4. Any work result of the contractual partner based on the drawings, specification and data which has been provided by us and/or our affiliates, shall be owned by us and/or our affiliates and only we and/or our affiliates shall be entitled to apply for Intellectual Property Rights world-wide including applications thereof.
- 15. DOCUMENTS MADE AVAILABLE AND CONFIDENTIALITY**
- 15.1. Documents of any kind, such as descriptions/specifications, specimens, drawings, models, tools, moulds and any other items which we have made available to the contractual partner shall remain our property. The notifications of confidential information do not constitute a transfer of know-how or property rights or a granting of a license. Based on the passed confidential information to the contractual partner, the contractual partner shall not be entitled to assert industrial property rights, in particular prior use of patent, against us.
- 15.2. The contractual partner shall not be allowed to use our documents for his own purposes or to make them available to third parties unless a direct connection to the order to be processed exists. The documents including copies thereof, if any, shall be returned to us without request not later than at the time they are no longer needed by the contractual partner for execution of services or deliveries or upon our demand. The documents shall be returned to us free of charge.
- 15.3. The contractual partner shall inspect these documents immediately upon receipt. Deviations from the same shall only be permissible if we have consented thereto in writing. If the documents contain technical or other defects/errors, the contractual partner shall inform us thereof immediately upon identification of the same.
- 15.4. The contractual partner undertakes to keep all technical and commercial data regarding us secret (confidential information), unless they are already in the public domain. This shall apply, in particular, to the documents listed in Clause 15.1 and to information on prices and conditions.
- 15.5. The confidentiality obligation continue even if the business relationship is terminated and covers also documents and confidential information provided to the contractual partner in connection with further contractual negotiations for future business, even if the negotiations does not lead to conclusion of a contract.
- 16. MOULDS AND TOOLS**
- 16.1. Tools or moulds including insert parts manufactured or procured by the contractual partner on our behalf shall become our sole property upon manufacturing or procurement by the contractual partner. Delivery shall be replaced by the contractual partner keeping such tools for us at no cost. The costs of such safe-keeping shall be included in the purchase price.

- 16.2. During safe-keeping the contractual partner shall be liable for any form of deterioration or loss of the tools or moulds and insert parts.
- 16.3. The contractual partner undertakes to take out insurance for the tools and moulds and insert parts against theft, fire, loss and any form of deterioration at his own cost and to present evidence thereof at our request.
- 16.4. The contractual partner shall maintain the tools and moulds and insert parts at his cost.
- 16.5. The contractual partner shall not be allowed to pass tools and moulds and the insert parts on to third parties or to use them for his own or other than his own purposes.
- 16.6. We shall be entitled to make the tools, moulds and insert parts available to third parties for manufacturing of parts for us, to repair the tools, moulds and insert parts ourselves or have them repaired by third parties for our own purposes and to replace or alter them.
- 16.7. We shall be entitled to take away the mould, tools and insert parts from the contractual partner if parts are not delivered in time or properly. We reserve the right to take away the moulds, tools and insert parts also if the contractual partner demands prices for future deliveries of parts that exceed the prices agreed for the first delivery of our tools, moulds and insert parts.

#### 17. COMPLIANCE

The Contractor agrees at all times during this Agreement to comply with the Greiner Code of Conduct, [https://www.greiner.com/fileadmin/user\\_upload/Do wnloads\\_Dokumente/8\\_2020\\_Code-of-Conduct\\_EN\\_web.pdf](https://www.greiner.com/fileadmin/user_upload/Do wnloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf) as well as the Greiner Code of Conduct for Suppliers and Business Partners [https://sustainability.greiner.com/wp-content/uploads/2021/06/2021\\_Verhaltenskodex\\_S upplyChain\\_EN.pdf](https://sustainability.greiner.com/wp-content/uploads/2021/06/2021_Verhaltenskodex_S upplyChain_EN.pdf) as amended from time to time and all applicable and valid laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as applicable antitrust, competition and anti-corruption laws. Neither the Contractual Partner, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates. Contractor agrees that its own Contractor will adhere to principles at least comparable to those of the Greiner Code of Conduct. We reserve the right to inspect Contractor at any time during business hours, upon prior written notice, with respect to compliance with the terms of this Agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, we reserve the right to terminate this Agreement at any time and with immediate effect by written notice to Contractor.

#### 18. PLACE OF PERFORMANCE, JURISDICTION AND APPLICABLE LAW

- 18.1. The place of performance or deliveries and services of our contractual partner shall be the place of receipt specified (prescribed) by us.
- 18.2. The place of jurisdiction for all disputes arising between the contractual partner and us shall be the competent court in Steyr, Austria. In case the contractual party's registered office is in the European Union (EU). We may also bring action in the court having jurisdiction over the registered office of the contractual partner.
- 18.3. Any matter or dispute shall be governed, interpreted and construed in accordance with Austrian law except the UN Sales Convention and IPRG (International Private Law).
- 18.4. In case the contractual party's registered office is outside the European Union (EU), all disputes arising between the contractual partner and us shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna.

#### 19. GENERAL PROVISIONS

- 19.1. Each party warrants to comply with all applicable data protection regulations and laws.
- 19.2. In the event that any provision or stipulation that forms part of this Agreement is invalid or unenforceable or should so become, or in the event that the Agreement does not include any regulation that is deemed necessary, the validity of the remaining stipulations in this Agreement shall remain unaffected. In replacement of any stipulation that is invalid or unenforceable or in replacement of any gap in the provisions of the Agreement, a legally valid provision shall be deemed to have been agreed between the parties that corresponds to the intentions of the Contractual Parties or that in keeping with the sense or purpose of this Agreement, once the invalidity or unenforceability of the relevant provision or the gap in the provisions of the Agreement have been identified.
- 19.3. The contractual partner may only advertise the cooperation after seeking our written permission. This may be revoked at any time without any need to provide reasons, and this shall result in immediate cancellation/omission from further use (for advertising purposes, reference lists, press releases, etc.) without any entitlement to reimbursement of costs.