

**GENERAL TERMS AND CONDITIONS****H&S Kabeltechnik GmbH, Jagern 62, 4761 Enzenkirchen, Austria**  
**Status 06/2023****1. Scope of Application**

1.1 The following General Terms and Conditions (hereinafter referred to as GTC) shall apply to all business relations between H&S Sensortechnik GmbH (hereinafter referred to as H&S) and its customers. The version valid at the time of conclusion of the contract shall be authoritative.

1.2 The GTC are expressly accepted by the customer. Deviating, conflicting or supplementary terms and conditions of the customer shall not become part of the contract unless H&S expressly agrees to such deviation/supplement in writing.

**2. Offers**

2.1 Price quotations in offers and contracts of H&S are subject to change and non-binding. By placing an order, the customer on its part makes a binding offer to enter into a contract. Unless H&S declares otherwise in writing, confirmations of receipt issued in this context shall not constitute a legally binding acceptance.

2.2 Written offers by H&S shall only be binding if they are expressly designated as binding offers. The validity period of such binding offers by H&S shall be a maximum of 30 days from the date of issue, unless a different validity period is specified on the offer.

2.3 Documents provided by the customer to H&S shall not be checked by H&S for their correctness, completeness and conformity.

**3. Conclusion of Contract**

3.1 Upon receipt of an order by the customer, the contract shall only be deemed concluded when H&S confirms the order in writing and accepts the order.

3.2 Verbal or telephone orders by the customer and confirmations by H&S are invalid without subsequent written confirmation by H&S.

3.3 Declarations made orally or by telephone by employees of H&S are generally not legally binding, unless confirmed in writing by H&S. In general, employees and other representatives of H&S cannot make any agreements that deviate from these GTC unless subsequent express written confirmation of the agreements made is provided.

**4. Manufacturing Tolerances / Place of Production**

4.1 The manufacturing tolerances specified by H&S or its production facilities shall apply to H&S products. The customer shall be entitled to request the manufacturing tolerances from H&S in each case. These manufacturing tolerances may be subject to changes which are not automatically communicated to the customer.

4.2 H&S has certified manufacturing facilities in various locations and countries and is free to decide at which location customer orders are produced or partially produced.

**5. Provision of Materials by the Customer**

5.1 If the customer provides materials or other parts to H&S for the manufacture of the products ordered by the customer, the customer shall be obliged to make an additional delivery of 2%, but at least 3 pieces, compared to its order quantity.

5.2 H&S shall not inspect materials provided, however, in the event that the materials provided are defective or unsuitable, H&S shall be entitled to procure a corresponding replacement at the customer's expense and/or to charge the customer for any (additional) production costs incurred.

**6. Prices**

6.1 The prices of H&S are generally quoted in Euro, without discounts and other deductions, and ex works in accordance with INCOTERMS 2023 ("EXW"). H&S shall therefore be entitled in particular to charge to the customer the (domestic or foreign) value added tax incurred on the occasion of the performance and owed by H&S. The customer undertakes to pay this VAT amount in full to H&S in addition to the agreed net remuneration. This shall also apply in particular to cases in which the tax is only subsequently imposed on H&S. Freight costs, as well as other fees and ancillary costs shall also be borne by the customer.

6.2 H&S shall be entitled to increase prices already agreed at its discretion if, after the offer has been made (until delivery), there are significant changes in the price of raw materials or in wages, taxes, transport costs or other similarly price-relevant features over which H&S has no influence. Such an adjustment shall be made by H&S by means of a corresponding written information.

6.3 If H&S produces a prototype or delivers a sample, H&S shall be entitled to an expense-related compensation for this.

6.4 The minimum order value of an order as well as the minimum shipping order value without value added tax (this corresponds to the net order value) shall be set at EUR 150.00. In the case of orders below this minimum net order value, H&S shall be entitled to claim compensation for the costs incurred. For orders below this minimum net order value, additional costs shall be invoiced by H&S.

**7. Terms of Delivery / Withdrawal**

7.1 The delivery dates stated by H&S on the order confirmations are non-binding dates unless otherwise agreed in writing. Depending on the order situation, H&S will try to maintain the specified delivery dates as best as possible.

7.2 If a binding delivery period is specified as a period in the offer, the period shall commence on the date of the written order confirmation by H&S.

7.3 If the delivery is dependent on information or documents provided by the customer and if these are not provided by the customer in due time, a bindingly agreed delivery period shall be extended accordingly. The same shall apply if the customer subsequently changes the premises for the product manufacture.

7.4 In the event of force majeure, shortage of raw materials or other circumstances for which H&S is not responsible (e.g. also in the event of missing or defective deliveries to H&S by its suppliers; operational disruptions etc.), H&S shall be entitled to extend the delivery period by the duration of the hindrance to performance plus a reasonable start-up period or to withdraw from the contract in whole or in part with regard to the part of the order not yet fulfilled.

7.5 In the event of an interruption in performance lasting more than four weeks, if the continuation or resumption of performance becomes impossible for reasons which H&S is not responsible, H&S and the customer shall seek an amicable solution. If no agreement can be reached, H&S shall be entitled to withdraw from the contract

without setting a grace period. In this case, H&S shall retain a claim to remuneration in accordance with § 1168 para. 1 ABGB.

7.6 If the Customer places a blanket order on call, the blanket order must be called off in full by the customer within one year of acceptance of the customer's order. In any case, H&S shall be entitled to demand payment of the entire blanket order after expiry of the one-year period.

7.7 If the dispatch or delivery is delayed due to reasons within the customer's sphere of influence, H&S shall be entitled to charge the costs incurred due to the storage, but at least a storage fee in the amount of 0.5% of the invoice amount for each month or part thereof, after expiry of one month after notification of readiness for dispatch or delivery. In particular, H&S shall be entitled to commission a third party to store the goods. The storage fee shall be limited to a maximum of 5% of the invoice amount, unless H&S can prove that higher storage costs were actually incurred due to the customer's default in acceptance (e.g. in the case of storage with a third party).

7.8 Quantitative deviations of up to 10% of the performance owed shall be deemed approved by the customer. This deviation is permissible both for a single overall delivery and for the respective individual partial deliveries.

7.9 Partial deliveries are expressly permitted. If a framework agreement exists, each partial delivery shall nevertheless be qualified as a legally independent transaction, in particular with regard to any impossibility or delay of a partial delivery. In the event of impossibility or default of H&S with a partial delivery, the customer shall not be entitled to withdraw from the entire contract or to assert claims for damages.

7.10. If the confirmed delivery date is shortened at the customer's request, H&S shall be entitled to charge a surcharge of EUR 150.00, whereby H&S shall be entitled to charge the customer for additional expenses incurred, such as special shift surcharges, surcharges for weekend working hours or special trips, in addition to the surcharge.

7.11. If the customer has not made all payments or if there are still outstanding liabilities due from the customer to H&S, H&S shall be entitled to withhold delivery until all agreed payments have been made. This right of retention shall also apply if payments are made late or unjustified deductions are made.

7.12. If the customer withdraws from the contract or parts thereof without giving reasons or for reasons for which H&S is not responsible, or if the customer prevents its execution, the customer shall be obliged to pay the full remuneration less the expenses saved in accordance with § 1168 para. 1 2nd half of the Austrian Civil Code, but in any case 80% of the net sales amount plus value added tax.

**8. Retention of Title**

8.1 The delivered goods shall only become the property of the Purchaser when all claims arising from the delivery contract with H&S have been paid in full. H&S shall have the right to make all necessary entries in registers and shall also have the right to reclaim the goods in the event that the customer acts in breach of contract.

8.2 As long as the ownership has not yet passed to the customer, the customer undertakes to treat the goods with care. H&S has the right to demand from the customer to sufficiently insure the goods against theft, fire and water damage at replacement value at its own expense until the transfer of ownership. As long as ownership has not yet been transferred, the customer shall immediately notify H&S in writing if the goods are seized or subject to other interventions by third parties. The customer shall compensate H&S for all damages and costs arising from a breach of the above obligations. If extrajudicial or judicial intervention measures against third-party access become necessary and the third party is unable to reimburse H&S for the costs incurred, the customer shall be liable for the loss incurred.

8.3 Despite the fact that the customer has not yet become the owner of the goods due to the retention of title, the customer shall be entitled to resell the goods in the ordinary course of business. In return, the customer hereby assigns its claims from the resale of the reserved goods to H&S in the amount of the final invoice amount agreed with H&S (including value added tax). This assignment shall apply regardless of whether the goods have been resold directly or after processing. The customer shall remain entitled to collect its claims as long as it meets its payment obligations to H&S in due time, in particular as long as the customer does not suspend its payments or no application for the opening of insolvency proceedings has been filed.

If such a circumstance has occurred, the customer shall, at the request of H&S, provide all necessary information to enable H&S to collect assigned claims, hand over all documents and notify its own debtors of the assignment.

8.4 If the goods are processed or transformed by the customer, this shall always be done in the name of and on behalf of H&S. The customer shall retain title to the goods. In this case, H&S's retention of title to the transformed goods shall continue. If the goods are processed with other items not belonging to H&S, H&S shall acquire a proportionate co-ownership of the new item in the ratio of the objective value of the goods to the other processed goods at the time of processing. The same shall apply in the event of mixing. If the goods are mixed in such a way that the customer's item is to be regarded as the main item, it is expressly agreed that the customer shall grant H&S pro rata co-ownership of the mixed item and that the customer shall hold the co-ownership thus created by H&S in safe custody for H&S's benefit. To secure H&S's claims, the customer also assigns to H&S claims against a third party that accrue to the customer as a result of the combination of the reserved goods with another item. H&S hereby declares that it accepts this assignment.

8.5 If the securities granted to H&S exceed the value of the claims secured thereby by more than 20%, H&S undertakes to release the securities to which it is entitled at the customer's request to the extent that the value of the securities corresponds to at least 100% of the volume of the claim to be secured.

**9. Transfer of Risk and Shipment**

9.1 Unless expressly agreed otherwise, the relevant rules of Incoterms 2023 shall apply ex works ("EXW").

9.2 If no deviating provisions are made, the shipping and the selection of the shipping method shall be incumbent upon H&S. Shipment shall be at the expense and risk of the customer. Insurance shall only be taken out by H&S at the express request and expense of the customer.

**10. Terms of Payment**

10.1 H&S shall enclose an invoice and delivery bill with each delivery or partial delivery. Any deviating provisions must be expressly agreed in writing.

10.2 The place of performance for all payments to H&S shall be Enzenkirchen, Austria.

10.3 The respective valid payment conditions are bindingly stated on offers, order confirmations and invoices of H&S. If unauthorized deductions are made by the customer, the difference shall be subsequently charged at the customer's expense and a delay in payment shall arise.

10.4 In the event of complaints on the part of the customer, the customer shall only be entitled to withhold or reduce payments if H&S expressly agrees to this procedure.

10.5 In the event of a default in payment by the customer, H&S shall be entitled to charge the customer default interest in the amount of percentage points above the respective base interest rate. However, this shall not affect any further claims for damages.

10.6 If the customer is in default of payment or if there are reasonable doubts about the customer's willingness and/or ability to pay, H&S shall be entitled, without prejudice to its other statutory rights, to refuse further deliveries under this or any other contract or to make further deliveries dependent on an advance payment or provision of security by the customer.

10.7 In the event of default of payment by the customer, H&S shall furthermore be entitled to declare all claims arising from this or other transactions concluded with the customer due and payable with immediate effect and to charge default interest for these amounts from the respective due date.

10.8 The customer shall only have a right of set-off against H&S if its counterclaims have been legally determined or acknowledged by H&S.

#### 11. Warranty

11.1 The quality of the goods owed by H&S results either from the expressly agreed technical specifications or - if no special requirements have been agreed - from the technical specifications in the catalogs or data sheets provided by H&S. The warranty shall be limited to compliance with the customer's specifications or product requirements. If the customer stipulates corresponding quality specifications or product requirements, the warranty shall be limited to compliance with the customer's specifications.

11.2 H&S shall not be liable for the correctness of the customer's specifications when placing the order and for all risks associated with the use of the goods. Rather, the customer shall bear sole responsibility, in particular for any product defects that may arise and consequential damages of any kind.

11.3 The customer must check the suitability of the manufactured goods for the intended purpose before using them. If the goods are used for an unsuitable purpose, H&S shall not assume any responsibility for this.

11.4 The customer shall be obliged to inspect the goods immediately upon receipt. In the case of visible defects, any notice of defect must be made in writing without delay, but no later than 10 days after receipt of the goods at the place of destination, stating the delivery bill and invoice number, including a comprehensible, precise description of the defect (and, if reasonable, also including a photo). In the event of a hidden defect which is not immediately recognizable, the notice of defect must also be made in writing immediately after it is recognizable, but in any case within 10 days after the defect is recognized, stating the delivery bill and invoice number.

11.5 H&S shall only provide warranty for defects where the customer can prove that the defect already existed at the time of handover of the goods.

11.6 If the notice of defect is raised by the customer in due time, H&S shall have the choice to either improve or replace the defective goods. The customer is obliged to grant H&S a reasonable period of time, but at least 14 days, to rectify the defect. If at least two attempts to improve or replace the defective goods have been unsuccessful, or if H&S refuses to improve or replace the goods, or if it is not possible for H&S to remedy the defect, H&S shall be entitled to choose whether to remedy the defect or replace the goods.

If H&S refuses to improve or replace the defective goods or if the rectification of the defect is unreasonable for H&S, the customer shall be entitled to a price reduction or, in the case of a defect that is not minor, to rescission.

11.7 Further claims of the customer, in particular for damages, compensation for consequential harm caused by a defect or compensation for lost profit are expressly excluded.

11.8 The warranty period shall be reduced to 12 months and any claims shall be asserted in court within this period. The period begins with the handover of the goods to the customer, at the latest, however, with the transfer of risk.

11.9 H&S shall not be liable for any damage to the goods due to natural wear and tear, damage after the transfer of risk to the customer or due to improper handling of the goods.

11.10. If materials for the production of the goods are provided by the customer, the warranty of H&S shall extend exclusively to the proper use of the materials, but not to the materials used themselves. If the customer provides specifications for the production, H&S shall only be liable for the corresponding execution. However, H&S shall have no liability or warranty obligation beyond this.

11.11. If the customer itself or third parties carry out reworking and/or modifications to the goods of H&S without the prior consent of H&S, H&S shall not be liable in any way, unless parts provided by H&S or parts not approved by H&S for this purpose have been used.

11.12. H&S shall not be obliged to take back the entire delivery if only individual parts thereof are defective.

11.13. The customer shall indemnify and hold H&S harmless in the event of claims by third parties due to patent or other infringement of property rights.

11.14. In the case of delivered commercial products, H&S only warrants that they are delivered to the customer in perfect condition and in accordance with the specification at the time of delivery. The customer is obliged to ensure that the system is secured in the event of any malfunctions of the delivered commercial products. These products may only be used within the conditions stated on the data sheets.

#### 12. Limitation of Liability

12.1 H&S shall be liable for personal injury to the customer regardless of the degree of negligence attributed to it. Otherwise, H&S shall only be liable for damages caused intentionally or by gross negligence by H&S or by a person for whom H&S is

responsible. Any liability for loss of profit and expected but not realized savings is excluded.

12.2 The liability of H&S is limited to the amount of the insured sum of the liability insurance of H&S (the maximum liability sum is currently EUR 5,000,000) for each individual case of damage for which the business liability insurance taken out by H&S is liable. If there is no insured event, the liability of H&S is limited to EUR 5,000 for each individual case of damage. A "single case of damage" shall be deemed to be the sum of the claims for damages of all injured parties arising from a damaging act. A single case of damage shall also be deemed to be the sum of all claims for damages arising from several damaging acts which occur at the customer's premises within the scope of the same order or other uniform activity.

#### 13. Severability Clause

13.1 Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The provision that is invalid in whole or in part shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

13.2 H&S reserves the right to amend these GTCs at any time.

#### 14. Place of Jurisdiction / Choice of Law

14.1 The exclusive jurisdiction of the competent court in Ried im Innkreis, Austria, is agreed for all legal disputes arising between H&S and its customers, including the question of the conclusion, validity and termination of contracts.

14.2 It is agreed that Austrian law shall apply exclusively, to the exclusion of its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.