

General Terms and Conditions of the ACP Group in Austria (January 2023)

1. Scope

- 1.1. These General Terms and Conditions shall apply to any contract concluded by ACP Holding Österreich GmbH and its affiliated companies in Austria (hereinafter referred to as "ACP") unless otherwise expressly agreed.
- 1.2. The term contract shall refer to any order for the provision of services (confirmed offer, order, purchase order, service contract or maintenance contract).
- 1.3. These General Terms and Conditions shall apply without reservation unless otherwise expressly agreed in writing by the contractual parties. ACP expressly objects to any terms and conditions of sale or business provided by the contractual party, and these shall not form part of the contract unless ACP expressly consents to their validity in writing. This shall also apply in the event that ACP does not expressly object to a subsequent contractual document referring to other terms and conditions. The General Terms and Conditions shall also apply in the event of tacit acceptance of an offer. All offers provided by ACP shall be subject to change and without obligation.
- 1.4. Even without repeated reference to the General Terms and Conditions, any future additional, subsequent and follow-up orders with the contractual party shall exclusively be concluded on the basis of these General Terms and Conditions, unless ACP has published a more recent version of its General Terms and Conditions to replace this version.
- 1.5. Purchase orders of any kind, in particular if placed orally or by telephone, shall only be accepted by ACP provided that these General Terms and Conditions are accepted in their entirety.
- 1.6. In the event that ACP arranges third-party services/deliveries at the request of the contractual party, such contracts shall be concluded solely between the contractual party and the third party, subject to the terms and conditions of the third party.

2. Changes to Services/Change Request

- 2.1. A change request (hereinafter referred to as "CR") shall generally refer to a change to the mutually agreed scope of services or to the given framework conditions.
- 2.2. ACP and the contractual party shall both submit their CRs in writing. The CR shall be described and formulated with sufficient precision. All CRs shall include a detailed description of the change requested, the reasons for requesting the change, the impact the change will have on time schedules, and the costs of the change, in order to enable the addressee of the CR to adequately assess it.
- 2.3. ACP shall support the contractual party in formulating the CR free of charge if necessary from a technical point of view. In the event that the creation of requirement specifications is necessary due to the scope of the content, ACP shall be separately remunerated for such activity.
- 2.4. ACP shall review each CR submitted by the contractual party and inform the contractual party within 10 working days whether the CR is reasonable and practicable for ACP. If ACP deems the CR to be impracticable, it shall provide written reasons for its decision to the contractual party.
- 2.5. If the CR is reasonable and practicable, ACP shall inform the contractual party of the way in which it will be

implemented and the timing of implementation. The effects on the defined scope of services, the contract period and remuneration shall be presented in particular.

- 2.6. Implementing the CR shall incur a fee if reviewing and implementing the CR causes an expense that more than marginally exceeds the contractually agreed expenses for services rendered by ACP. If ACP finds this to be the case, it shall inform the contractual party in writing and submit an offer including information about the scope of services as well as the requested fee. The contractual party shall be obliged to place the order in writing within 10 working days or withdraw the CR.
- 2.7. Until implementation of a CR, ACP shall be obliged to render the relevant contractual services according to the previously applicable contractual agreements, unless the contractual party stipulates in writing that the rendering of services should be interrupted.
- 2.8. ACP shall be obliged to maintain documentation of the CR and its implementation. Such documentation shall include the following details at the least:
 - a) date of the CR;
 - b) content of the CR;
 - c) date of the completed implementation of the CR;
 - d) signature of all contractual parties.
- 2.9. This documentation shall be added to the respective concluded contract in the form of a new appendix.

3. Data Migration

- 3.1. In the event that data migration is applied and is a contractually agreed service, ACP shall transfer the contractual party's existing productive data (real data) to the new system upon completion of system installation.
- 3.2. ACP shall accept no responsibility for the correctness and completeness of the data to be transmitted.
- 3.3. The contractual party shall be responsible for ensuring that its real data has been appropriately backed up and can be restored at any time before the migration is started (if necessary also several times during the migration process).
- 3.4. The contractual party shall provide its real data to ACP in a format appropriate for migration, of which ACP shall inform the contractual party in advance. If the migration of real data requires adjustments to existing data sets (field descriptions, mapping etc.), the contractual party shall perform such adjustments. If ACP is to assume this task, a separate order subject to remuneration shall be required.
- 3.5. ACP shall notify the contractual party of the beginning of the migration process and indicate the need for a data backup.
- 3.6. The contractual party shall expressly assure and guarantee that no third-party rights are infringed by the migration. In the event of an infringement of third-party rights, the contractual party shall indemnify ACP and hold it fully harmless.

4. Programs and Developments

- 4.1. The elaboration of individual organisational concepts and training sessions, system analysis and programming shall be performed in line with the type and scope of the binding information, documents and additional resources made available in full by the

- contractual party. This shall include customary test data as well as testing opportunities to a sufficient extent, which the contractual party shall make available on a timely basis, during normal business hours and at its own expense. If the contractual party works in real time in an operating system that is being made available for testing, the responsibility for backing up the real data shall lie with the contractual party.
- 4.2. The binding basis for creating custom-designed programs and individual training sessions shall be the written performance specifications that are provided by the contractual party or that ACP draws up on the basis of the documents and information provided. Performance specifications drawn up by ACP shall be reviewed by the contractual party for correctness and completeness. If the contractual party does not contact ACP to object to these performance specifications within two weeks, they shall be deemed to have been approved. Later requests for changes shall result in separate deadline and price agreements.
 - 4.3. For created software or program adaptations, each program package shall be accepted by the contractual party no later than two weeks after delivery. This program acceptance shall be recorded and confirmed by the contractual party (review for correctness and completeness in line with the performance specifications on the basis of the test data made available). If the contractual party allows two weeks to pass without accepting the program, the delivered software shall be deemed to have been accepted as at the last day of the stated time period.
 - 4.4. When standard programs are ordered, the contractual party confirms by virtue of the purchase order its knowledge of the scope of performance of the ordered programs. Otherwise, the contractual party shall be obliged to acquire this knowledge of the scope of performance prior to placing the purchase order.
- 5. Obligation to Cooperate of the Contractual Party**
- 5.1. The contractual party shall be obliged to provide any information, documents, processes and circumstances required for the project to ACP. In this context, the contractual party shall be obliged to disclose financial as well as all other factual circumstances that may be relevant to the proper fulfilment of contractual services. In particular, this includes circumstances thematically related to the industry of the contractual party that are not immediately obvious to ACP, for which reason ACP cannot inquire or cannot be required to inquire about them.
 - 5.2. The contractual party's duty to provide information shall also apply to circumstances that only become known during the performance of ACP's activities for the contractual party. ACP assumes that all information provided by the contractual party is correct and complete and shall therefore not be obliged to review it. At ACP's request, the contractual party shall be obliged to confirm in writing the correctness and completeness of any documents, information and oral statements that it provides.
 - 5.3. The contractual party shall inform ACP immediately in writing about any software-specific changes that might affect a part of the contract and that have been carried out by the contractual party itself or by third parties (proprietary developments). Where such proprietary developments result in additional support costs for ACP, the contractual party shall bear these resulting costs according to the agreed valid price list.
 - 5.4. Any failures, errors or hazards in the contractual party's own system, e.g. compromise of data or malware, shall be immediately reported to ACP by the contractual party and shall be properly documented in order to prevent a possible risk to the overall operation of services on the part of ACP. Any documents required for the elimination of errors shall be made available to ACP for inspection. The contractual party shall further be obliged to comply with any requests made by ACP in order to minimise further damage. At ACP's request, the contractual party shall use the ACP Service Portal for failure reports.
 - 5.5. Furthermore, the contractual party shall be obliged to support ACP in rendering the agreed services to the best of knowledge and belief and to create the necessary conditions for a proper service provision. The contractual party shall make available to ACP free of charge and in due time all employees that are required for fulfilling the contractual services. In addition, the contractual party shall make available free of charge and in due time all the necessary, correct and binding documents, data, accesses and information and shall set up the required technical equipment for the performance of the contractual services.
 - 5.6. As far as contractual services are provided on the contractual party's premises or on the premises of its customer, sufficient workplaces and any necessary work equipment (e.g. network components, connections, power supply including peak voltage equalisation, emergency power supply etc.), space for equipment as well as infrastructure shall be made available to ACP employees free of charge and in the required quantity and quality (e.g. health and safety protection, air conditioning). The contractual party shall further ensure that ACP, its employees and/or any third parties commissioned by ACP are granted unhindered access during service provision and that appropriate health and safety precautions have been taken for the employees of ACP; the contractual party shall adhere to any statutory employment protection provisions in particular.
 - 5.7. The contractual party shall be responsible for ensuring that all employees of its affiliated companies or any third parties that it commissions contribute accordingly to fulfilling this contract.
 - 5.8. The contractual party shall be obliged to handle all ACP passwords and log-ins required for the use of services in a strictly confidential manner.
 - 5.9. Unless otherwise expressly agreed in the scope of services to be rendered by ACP, the contractual party shall provide a network connection at its own risk and cost.
 - 5.10. The contractual party shall follow any instructions issued by ACP referring to the description, localisation, detection and reporting of errors. If necessary, the contractual party shall use checklists provided by ACP.
 - 5.11. ACP shall be entitled to render contractual services via remote maintenance. The contractual party shall provide an appropriate state-of-the-art communications standard, particularly referring to suitable hardware and software, and grant ACP access to the applications required for the performance of the contractual services.
 - 5.12. The contractual party shall protect all of the licensor's rights (e.g. intellectual property rights, copyright including copyright notice right) with regard to the software and the licensor's entitlement to non-disclosure of operating and business secrets including by its employees, vicarious agents and third parties; this shall also apply if the software has been changed or

combined with other programs. This obligation shall remain in force even after termination of the contact. The contractual party shall be solely responsible for obtaining the required knowledge about the content of the respective software licensing terms imposed by the respective manufacturer (licenser). The contractual party agrees to comply with these licensing terms by carrying out the activities required by the respective software manufacturer as a declaration of consent itself or by having them carried out by its subcontractors. At the express request of the contractual party, ACP shall provide the respective licensing terms in advance.

- 5.13. The contractual party shall ensure that any hardware and software is operated under the specified operating conditions and as stated in the respective documentation. Furthermore, the contractual party shall be liable for the safety of buildings and premises, among other things for fire and water protection or unauthorised access. The contractual party shall be responsible for special safety precautions (e.g. safety cells) on its own premises.
- 5.14. The contractual party shall be obliged to observe all applicable laws (in particular the Pornography and Prohibition Act, the Criminal Code, the Data Protection Act, the GDPR, the Telecommunications Act 2003 as amended, the Media and Copyright Law as well as the Unfair Competition Act) and to assume sole responsibility for compliance in relation to any party.
- 5.15. Any services to be rendered by the contractual party shall also be rendered in the event that a removal of defects is required.
- 5.16. The contractual party shall fulfil all of its obligations to cooperate in good time so that ACP is not hindered in rendering its services.
- 5.17. The fulfilment of the entire range of services on the part of ACP requires the full and timely fulfilment of all obligations to cooperate as well as of any other contractual obligations on the part of the contractual party, which the contractual party expressly acknowledges.
- 5.18. If the contractual party fails to fulfil its obligations to cooperate at the agreed dates or in the agreed scope, the services provided by ACP shall be deemed to have been rendered as agreed, even in the case of possible limitations. In such a case, the schedules for the services to be rendered by ACP shall be postponed to a reasonable extent. The contractual party shall pay for any additional expenses and/or costs incurred by ACP in such a case separately at ACP's respective applicable rate. ACP shall have the right to withdraw from the contract with immediate effect in case of a breach of the obligation to cooperate.
- 5.19. The contractual party shall not be entitled to issue any instructions, irrespective of their nature, to the employees of ACP and shall address any requests regarding the provision of the services exclusively to the contact person named by ACP.

6. Terms of Payment

- 6.1. All prices or remunerations payable by the contractual party shall be in EURO and subject to value added tax at the prevailing rate.
- 6.2. ACP shall charge the contractual party for contractual services after delivery and acceptance, with the contractual party being obliged to accept them immediately after completion. Where orders encompass a number of units (e.g. programs, services and/or training sessions, completion in stages), ACP shall be entitled to submit an invoice after delivery of

each unit or service. The smallest billing unit is 30 minutes.

- 6.3. For other additional services, the following shall apply: As far as the additional service provision extends over a period of more than four weeks, ACP shall be entitled to invoice partial payments based on the progress of services. This shall generally take place on a monthly basis in retrospect.
- 6.4. Invoices made out by ACP inclusive of value added tax are immediately payable without deduction and free of expenses. Partial payments already made shall be deducted.
- 6.5. The contractual party shall agree that invoices issued by ACP may also be transmitted by electronic means.
- 6.6. Irrespective of the relevant due date, outstanding invoices as well as payment facilities granted, such as bills of exchange or checks accepted as payment, shall become due for immediate payment if there is a significant deterioration in the contractual party's financial circumstances.
- 6.7. Payment shall be considered to have been made on the date on which ACP can dispose of it.
- 6.8. Payment on the agreed dates shall be an essential condition for the continued delivery and fulfilment of the contract by ACP. A delay in payment of two weeks, including with regard to partial invoices and down payments, shall entitle ACP to discontinue current work and withdraw from the contract after sending one reminder and granting a one-week grace period. In the case of partial payments, ACP shall also be entitled to enforce default and demand immediate payment of the total outstanding amount.
- 6.9. In the event of a delay in payment, ACP shall be entitled to charge interest on arrears pursuant to § 456 of the Corporate Code. In addition, the contractual party shall be obliged in the event of a delay in payment to compensate any reminder costs and collection expenses as well as any other additional costs incurred due to the delay in payment.
- 6.10. ACP shall have the right, at any time, to make the performance of services dependent on advance payments or the provision of other collateral by the contractual party.
- 6.11. Additional deliveries/services necessary to perform the contractual services (e.g. equipment, software licences, data lines, standby service) as well as any contract fees shall be billed separately. The costs of program carriers (e.g. magnetic tapes, magnetic disks, streamers, tapes, magnetic tape cassettes etc.) as well as any contract fees shall also be billed separately.
- 6.12. For standard programs, the valid prices shall be the list prices in effect on the day of delivery, unless otherwise specified in an order confirmation. Any other additional services shall be charged at the rates in effect on the day the services are performed. Deviations from the amount of time on which the contract price is based shall be considered accordingly by the contractual parties.
- 6.13. The costs for travel, per diem and overnight accommodation allowances shall be invoiced separately to the contractual party according to the respective valid rates. All quoted rates shall be subject to change by means of the price variation clause as described in clause 7. Transit time shall be considered as work time.
- 6.14. Any duties such as customs, legal transaction fees or withholding taxes related to the contractual relationship shall be borne by the contractual party. Where ACP is required to pay such duties, the contractual party shall indemnify and hold ACP harmless for any such payments.

7. Indexation/Price Adjustment

- 7.1. The amount payable for the ordered services shall be determined based on the respective contract concluded with the contractual party including appendices, unless otherwise agreed.
- 7.2. Cost increases (e.g. wage and ancillary wage costs, training costs, material costs, purchase prices, overhead expenses, delivery costs, telephone costs and charges, transport and travel costs, expenses) or limitation of grants may be passed on to the contractual party in due proportion to the extent of the respective increase. The contractual party shall be promptly informed about any such causes, and this adjustment shall take place proportionally for the remaining period of the current contractual year. In the event of changes to the law on import duties or similar during the time period between the conclusion of the contract and the performance of contractual services, ACP shall also be entitled to adjust prices or remunerations to the appropriate extent.
- 7.3. If the price increase according to clause 7.2. does not exceed 12% per contractual year, the contractual party shall have no special right of termination due to this price increase. If the increase exceeds 12% per contractual year, the contractual party shall be entitled to terminate the contract within fourteen days. Otherwise the changed prices shall be considered accepted after expiry of the deadline. However, a customer who is not a consumer shall not be entitled to this right if that price increase results solely from changes in exchange rates, increased wage costs and increased purchase prices for consumable material.
- 7.4. An annual value guarantee shall be agreed for the respective prices and remunerations that are contractually agreed with the contractual party. The basis of calculation for the stability of value shall be the Consumer Price Index 2020 published monthly by Statistics Austria or some other official index replacing it. The price adjustment due to the value stability clause shall always take place on 1 January of each calendar year and shall automatically become effective. For contracts concluded in the last quarter of a year (between 1 October and 31 December), the adjustment shall take place as at 1 January of the second following year (example: contract conclusion on 1 October 2020; next index adjustment on 1 January 2022). The index value published for the first day of the year shall serve as a reference value for the adjustment. All rates of change shall be rounded to one decimal place. ACP shall furnish proof of the increase due to indexation. If ACP fails to effect a price adjustment for whatsoever reason, this shall not imply a waiver of the right to make such adjustment. In any case, the sinking of the prices or remunerations below the prices agreed in each case in the contracts and appendices is excluded.

8. Set-Off

- 8.1. The contractual party shall only have the right to offset payment on the grounds of undisputed claims approved in writing by ACP or asserted by court order.
- 8.2. The contractual party may not withhold any contractual services. In particular, the contractual party shall not be entitled to withhold payment from ACP because of incomplete service delivery, guarantee or warranty claims or claims for damages.

9. Rights of Use Regarding Software Products & Documentation

- 9.1. The contractual party shall assure that it is entitled to all copyrights and/or other rights on the works that it provides to ACP for the performance of the contractual services, and that ACP consequently does not infringe any copyrights and/or other rights of a third party.
- 9.2. The contractual party shall only be entitled to use the results obtained through performed contractual services after payment thereof and strictly for its own purposes, with the use of these results for companies in which the contractual party holds a major stake requiring a separate written agreement between the contractual party and ACP. Moreover, all rights of use for all types of use shall remain with ACP.
- 9.3. The contractual party shall not be entitled to pass on organisational compositions, training concepts and material, programs or program concepts, orders, performance specifications etc. or copies derived therefrom to third parties, with or without remuneration, without ACP's written consent. Specially created programs and organisational services shall exclusively be ACP's intellectual property. Irrespective of the above, the contractual party shall obtain the right to use them – even after payment of the agreed remuneration— strictly for its own purposes and only in combination with the hardware specified in the contract. Any transfer that is nevertheless effected, in any legal form whatsoever, even for short-term reproduction purposes, shall result in claims for damages, with the contractual party having to grant full satisfaction even in cases of slight negligence.
- 9.4. For purchased software, the contractual party shall receive the non-transferable and non-exclusive right to use the sold software product in compliance with contractual specifications at the agreed site of installation. This right shall be limited, in the case of hardware that has also been supplied, exclusively to the use of such hardware, and in the case of independent software, exclusively to the hardware defined in the contract according to type, number and place of installation. All other rights to the software shall be retained by the licensor. Without the prior written consent of the licensor, notwithstanding the provisions of § 40(d) Copyright Law, the contractual party shall in particular not be authorised to duplicate or alter the software, or render it accessible to third parties or use it on any type of hardware other than that which has been contractually agreed. The use of software products in a network shall require a licence for all simultaneous users. The use of software products on stand-alone PCs shall require a licence for each PC. If the intended use includes simultaneous use on more than one workstation, this shall require an express agreement. The use of software on hardware other than the contractually agreed hardware shall only be permitted on the basis of a separate, written agreement against payment.
- 9.5. For any third-party software products delivered by ACP to the contractual party, the relevant licensing terms of the software manufacturer shall have priority over the provisions in clause 9.4.
- 9.6. Where third-party intellectual property rights or copyrights (“proprietary rights”) protected under the laws of Austria are infringed by the provision of services by ACP and/or by the contractual use of such services by the contractual party and a third party asserts eligible claims against the contractual party due to the infringement of these proprietary rights, ACP shall assist

- the contractual party in defending such claims.
- 9.7. ACP shall at its discretion modify or replace the service in a manner as to avoid infringement of proprietary rights or procure the right for the contractual use of the service for the contractual party. If this is not possible for ACP with reasonable effort, ACP shall notify the contractual party; the contractual party shall then be entitled to cancel the services or partial services that infringe proprietary rights within four weeks of such notification. For the purpose of this clause, claims shall be defined as eligible if ACP has acknowledged them or they have been affirmed by a legally binding adjudication.
- 9.8. The contractual party shall be obliged to (a) give ACP prompt written notice of any claims on the grounds of infringement of proprietary rights; (b) allow ACP to control any defence measures and settlement negotiations with the third party; (c) give ACP notice in case of a lawsuit; otherwise any claims shall be forfeited.
- 9.9. ACP shall not be liable with respect to any claims if (a) ACP is not responsible for the infringement of proprietary rights; (b) the services rendered by ACP are not used as permitted under the contract; (c) the infringement of proprietary rights is due to modifications and/or extensions by the contractual party or third parties and ACP did not consent to such modification or extension in writing; (d) the infringement of proprietary rights is due to special specifications by the contractual party; or (e) the infringement of proprietary rights has been caused by a combination with products not supplied or approved by ACP.
- 9.10. The contractual party shall agree to the programs that it orders being added to ACP's program library for general use by the ACP sales organisation, compensating for the fact that the contractual party's programs were created significantly more economically and cost-effectively due to the use of additional experience and documentation than would have been possible without recourse to such additional resources.
- 10. Retention of Title**
- 10.1. The contractual party shall acquire the ownership of products and other items supplied by ACP as well as of all other rights only upon full payment of the agreed price. Prior to full payment, the contractual party shall hold an exclusively provisional right of use under the law of obligations.
- 10.2. The contractual party shall not be entitled to pledge reserved items or to assign them as security. In the event of a delay in payment, the risk of cessation of payments or in the event of execution upon the contractual party's assets, ACP shall be entitled to dismantle the reserved items and/or otherwise require them to be returned without this resulting in the cancellation of the contract. The contractual party shall be obliged to return said items
- 10.3. In the event of attachment or any other claim of the reserved items by third parties, the contractual party shall be obliged to indicate ACP's right of ownership and notify ACP immediately. The contractual party shall bear any costs and damages incurred by ACP due to such third-party attachment.
- 11. Contact Persons**
- 11.1. ACP and the contractual party shall provide the required number of competent and decision-making contact persons for the entire contract period, but at least two persons unless otherwise agreed. The contractual party shall take any decisions necessary for the performance of services immediately on notification of decision-making needs by ACP.
- 11.2. The contractual party shall ensure that the contact persons named by it, or the persons empowered by it, are authorised to provide binding declarations to ACP.
- 11.3. Contact persons shall be specifically determined and named in the contracts to be concluded.
- 12. Service Provision/Delivery**
- 12.1. Any information with regard to time of delivery and performance shall be non-binding. This shall generally apply unless ACP has consented to binding delivery and performance dates in writing. Fixed dates shall require an express written agreement.
- 12.2. Agreed dates shall be based on an estimate to the best of knowledge and belief at the time of contract conclusion. If the agreed dates are exceeded, the contractual party shall grant ACP a reasonable grace period.
- 12.3. Delivery or performance deadlines shall be deemed to have been met for ACP's contractual performance upon commencement of the delivery or performance. The contractual party shall bear the shipping costs and risks. Insurance contracts shall only be taken out at the written request and cost of the contractual party.
- 12.4. Unless otherwise expressly agreed, ACP shall provide all contractual services during ACP's normal business hours. The specific business hours of individual ACP branches are available at: <http://www.acp.at/ueberacp/seiten/home.aspx>
- 12.5. Charges shall be added for services performed by ACP outside normal business hours. Such surcharges shall be agreed upon separately.
- 12.6. Any official or third-party authorisations required in connection with the delivery or performance shall be obtained by the contractual party. If such authorisations are not obtained in due time, deadlines for deliveries and services shall be extended accordingly and shall not result in ACP being in default. Objectively justified and appropriate changes to the service and delivery obligation of ACP, adjustments that might become necessary in order to set reasonable deadlines for deliveries and services in particular, shall be considered authorised by the contractual party in advance. ACP shall be entitled to carry out part or advance deliveries. If a delivery on call is agreed upon, the products shall be deemed to have been requested one year after the order date at the latest.
- 12.7. In the event of force majeure, the contractual party shall inform the other contractual party thereof in writing within three months of occurrence of the event causing force majeure if the respective contracting party wishes to invoke it. Force majeure under this agreement shall refer to any influence or circumstance occurring after the contract has been signed and due to factors beyond the contractual party's control. These may include, but shall not be limited to: industrial action, strike and lockout; execution of sovereign jurisdiction; war, mobilisation, revolution or riots; natural disasters; pandemics; fire; earthquake; sabotage and terrorism; embargo; breakdown or major repair of a significant machine or equipment directly and essentially used for the production of the deliveries; failure of power supply; failure of means of transport; failure of telecommunications networks or data lines; transport accidents or delays; other uncontrollable events such as bombs etc.; acts, omissions or interventions of public authorities with responsibility for granting licences, approvals or releases in due time, including any changes

- in law after contract conclusion, as well as delays in obtaining such licences, approvals or releases.
- 12.8. Delays in delivery and cost increases that result from incorrect, incomplete or subsequently changed data and information, or documents provided by the contractual party, or by third parties related to the business sphere of the contractual party, shall not be the responsibility of ACP and shall not result in ACP being in default of delivery. Any additional costs arising therefrom shall be invoiced by ACP.
- 12.9. In the event of delays in delivery exceeding the agreed delivery/service period of twelve weeks due to gross negligence caused by ACP, the contractual party shall be entitled to withdraw from the respective contract by giving written notice to ACP by registered letter, provided that ACP fails to complete the agreed (partial) performance after the contractual party has set a reasonable grace period of a minimum of two weeks, and there is no fault on the part of the contractual party.
- 12.10. Otherwise, cancellations by the contractual party shall only be possible with ACP's written consent. If ACP agrees to such a mutually agreed termination of contract, ACP shall be entitled to charge not only for the contractual services rendered and any accrued costs, but also a cancellation fee that represents 40% of the value of the total order not yet settled. The same regulations shall apply if the contractual party commits an action that entitles ACP to withdraw from the contract. Any additional claims for damages on the part of ACP shall remain unaffected.
- 12.11. If it emerges during the performance of the contract that performance is factually or legally impossible, ACP shall be obliged to inform the contractual party with immediate effect. In this case, each party shall be entitled to withdraw from the concluded contract. Any costs and expenses incurred by ACP for activities until that time shall be reimbursed by the contractual party upon presentation of the internal project settlement, unless there is gross negligence on the part of ACP for the occurred impossibility.

13. Disposal of Waste Electrical and Electronic Equipment

- 13.1. Any contractual party incorporated in Austria and purchasing electrical/electronic equipment for commercial purposes is responsible for financing the collection and treatment of waste electrical and electronic equipment as defined in the WEEE Ordinance if it itself is the user of said electrical/electronic equipment. If the contractual party is not the end user, it must transfer the full financing obligation to its customer by agreement and furnish proof thereof to ACP.
- 13.2. Any contractual party incorporated in Austria must ensure that ACP is provided with all information necessary to meet ACP's obligations as manufacturer/importer, in particular according to § 11 and § 24 of the WEEE Ordinance and the Waste Management Act.
- 13.3. Any contractual party incorporated in Austria shall be liable to ACP for any damage and other financial disadvantages arising to ACP due to the contractual party's failure to meet or fully meet its financing obligation and any other obligations according to clause 13. The contractual party shall bear the burden of proof of fulfilment of this obligation.

14. Contract Period/Termination/Discontinuance of Service Provision

- 14.1. Contracts with ACP shall generally be deemed to continue for an unlimited period of time and shall enter into force on the day they are duly executed by both contractual parties, unless an alternative beginning or completion of performance is contractually stipulated.
- 14.2. Unless otherwise agreed in the concluded contract, both parties shall have the right to terminate the contract by registered letter subject to a six-month period of notice by the end of each calendar quarter, but no earlier than at the end of the minimum term agreed by contract.
- 14.3. Moreover, ACP shall be entitled to prematurely terminate the contract for good cause if key parameters of performance have changed and ACP can therefore no longer be expected to continue providing the services from an economic point of view.
- 14.4. The right to extraordinary termination shall remain unaffected. ACP shall particularly be entitled to extraordinary termination if the contractual party has defaulted on the payments due from the concluded contract by more than two weeks, despite a reminder and granting of a one-week grace period. Moreover, ACP shall be entitled to extraordinary termination in case of a serious breach of essential contractual obligations by the contractual party, a significant deterioration of the contractual party's financial situation, a transfer of the contractual party's place of registered office or place of residence to a foreign country, or in case of any service use by the contractual party that is in breach of existing legislation.
- 14.5. If the cause justifying extraordinary termination is culpable behaviour in breach of the contract, ACP shall be entitled to claim damages.
- 14.6. Termination notices and grace period notifications shall be exclusively made in written form to become effective.
- 14.7. ACP and the contractual party shall cooperate in case of a termination of the contractual relationship, in order to enable the proper transfer of contractual services to be rendered to the contractual party or to a third party authorised by the contractual party. Upon termination of the contract, the contractual party shall immediately return to ACP all documents and documentation provided by ACP. Likewise, ACP shall transfer all data processing results and documents containing data to the contractual party or destroy them. A separate agreement shall be made with regard to the termination assistance and its remuneration.
- 14.8. ACP shall reserve the right to discontinue individual services – also during the minimum term agreed by contract. ACP shall inform the contractual party thereof in advance in writing or by e-mail subject to a reasonable period of time and, if necessary, by presenting comparable services. The provisions in clause 14.7. shall apply accordingly.

15. Warranty

- 15.1. ACP shall generally ensure the proper performance of contractual services and shall be liable for contractual services corresponding to the services agreed or presumed by the contractual parties. Without express written consent, ACP shall assume no warranty that the contractual services are economically or technically usable for the contractual party's purposes.
- 15.2. The contractual services to be performed by ACP shall be considered free of material defects if they correspond to the contractually agreed purpose from a practical

- point of view upon delivery. Malfunctions of a system resulting from environmental conditions, improper operation or similar shall not constitute a defect. Furthermore, any negligible reduction in quality shall be disregarded.
- 15.3. The contractual party shall review the contractual services provided by ACP with regard to defects and quality immediately after performance. ACP shall be given written notice of any apparent defects by the contractual party within one week. The notification of defects shall be made to ACP by a competent person authorised by the contractual party. Notifications by other means shall only be regarded as being made if immediately confirmed by ACP in writing or by e-mail. Extra costs for the removal of defects arising from a belated notification shall be borne by the contractual party. If the contractual party fails to notify ACP of defects, the legal consequences in accordance with § 377 para. 2 of the Corporate Code shall come into effect. For any defects detected at a later stage, reference shall be made to § 377 para. 3 of the Corporate Code, and a deadline of one week shall be deemed to be agreed.
 - 15.4. The improvement of defects shall be performed by ACP at its discretion either by removing the defect, by (additional) delivery of a defect-free program or other products, or by demonstrating possibilities by means of which the effects of the defect can be avoided. Defects may also be removed by ACP by giving telephonic, written or electronic instructions to the contractual party. The contractual party shall take any measures required to investigate the problem and remove the defects and shall cooperate to the required extent. If there is no defect for which ACP is under warranty obligation, the customer shall reimburse the costs incurred by ACP. The contractual party shall not be allowed to remove any defect itself.
 - 15.5. An equivalent new program version or the equivalent previous program version that had not contained the defects shall be accepted by the contractual party unless this is unreasonable for it.
 - 15.6. ACP shall be entitled to at least two attempts at improvement within a reasonable time period. If the second attempt at improvement fails, this shall not necessarily be considered a final failure of the improvement. Given the individual circumstances of the case, the contractual party and ACP shall make efforts to achieve a mutually agreed solution with regard to further attempts at improvement.
 - 15.7. If the elimination of errors (improvement) ultimately fails, ACP shall notify the contractual party and request that the contractual party determine the further procedure within a reasonable period of time. After the improvement has ultimately failed, the contractual party shall at its choice be entitled to either reduce the agreed price or the agreed remuneration to an appropriate level or to request a cancellation of the contract (rescission). Where the defect is only minor, the contractual party shall only have the right to reduce the price.
 - 15.8. For errors of standard software or software that has not been produced by ACP, the rules relating to rights arising from defects as set out in the respective licensing agreement or in the contract on the purchase of relevant product updates shall be applicable. ACP shall assume no warranty that the operation of said software is error-free in specific combinations and applications without express written confirmation to this effect. Upon request, the contractual party shall receive free supplementary versions of software (error corrections provided by the software manufacturer) including the related documentation during the warranty period. This shall not include newer software versions that contain functional improvements of the licensed software. The installation of supplementary versions shall be carried out by the contractual party and is not covered by warranty. On-site software support provided by ACP is also not covered by warranty.
 - 15.9. The rights arising from defects as set out in the agreement drawn up for that purpose shall apply to the creation of modules (individually created or adapted software). ACP shall eliminate any errors in the program modules it created that occur in this context as quickly as possible. Should an elimination of the error prove to be impossible, ACP shall develop an acceptable alternative solution.
 - 15.10. A warranty for defects that are due to improper or not careful use, altered system components, the use of inappropriate organisation resources or unusual system intervention by the contractual party or third parties shall be excluded. If the defectiveness is due to supplies or cooperation by the contractual party, any obligation to remove defects free of charge shall be excluded. ACP shall assume no warranty for errors, failures or damage that are due to the use of inappropriate data carriers, hardware, software, abnormal or unusual operating conditions (particularly deviations from the installation and storage provisions), improper use or any changes to the system made by the contractual party or third parties, atmospheric or static discharge, viruses, natural wear or damage during shipment. In these cases, the services provided by ACP shall be deemed to have been rendered as agreed despite possible limitations. At the request of the contractual party, ACP shall remove the defect subject to charges.
 - 15.11. The agreed warranty period between ACP and the contractual party shall be 6 (six) months. The warranty period shall start with the delivery of the contractual service and shall be asserted in court within this time limit or fall under the statute of limitations. Moreover, the contractual party shall always be required to furnish proof that the defective nature of the provided contractual service already existed at the time of delivery. The possibility of recourse against ACP shall be excluded in accordance with § 933b of the Austrian Civil Code. For any third-party hardware and software products delivered by ACP to the contractual party, the standard warranty and guarantee terms of the product manufacturer shall have priority over the provisions in this clause. Any resulting guarantee claims shall not be asserted against ACP, but exclusively against the manufacturer. The customer shall inform ACP of any assertion of claims and the performance of guarantee work by the manufacturer.
 - 15.12. Should the contractual party fail to accept the contractual services for reasons other than a major defect that significantly restricts the use of the contractual services or renders use impossible, despite ACP having declared that the services are ready for acceptance, the contractual service shall be deemed to have been duly accepted four weeks after said declaration. A defect shall be considered major if real-time operations cannot be commenced or continued. The costs for support provided, the diagnosis of errors, removal of defects and failures that are the responsibility of the contractual party, as well as other corrections, revisions and additions carried out by ACP shall be

charged separately. This shall particularly apply to the removal of defects where program revisions, additions or other interventions have been carried out by the contractual party itself or by a third party.

- 15.13. Insofar as the subject of the order is the revision or addition of ACP's existing contractual services, the warranty shall solely cover the current subject of the contract. This shall not revive the warranty for the original performance.
- 15.14. Obvious inaccuracies (typing and calculation errors or formal defects etc.) contained in notes, records, calculations etc. may be corrected by ACP at any time. A claim for removing such obvious defects shall be excluded, unless asserted against ACP in writing before the warranty period expires.

16. Liability

- 16.1. ACP shall only be liable to the contractual party for damage caused by at least gross negligence and only up to the amount of EUR 50,000 per occurrence of damage caused by ACP or one of its vicarious agents or legal representatives. If the backup of information or data is expressly agreed as a service, the liability for their restoration shall be limited to EUR 30,000 per claim. However, the total liability of ACP for any damage and expenses per contractual year shall be limited to a maximum of 50% of the total payments owed by the contractual party in the contractual year in which the claim arises. ACP or its legal representatives or vicarious agents shall only be fully liable for any personal injury for which they are responsible. ACP shall not be liable for slight negligence, excepting personal injury. Moreover, ACP shall not be liable for any other damages, in particular due to lost turnover, lost profits and lost business opportunities as well as claims for compensation of indirect damage, consequential damage, damage due to malfunctions, loss of information or data and savings not realised. Liability according to the Product Liability Act and any further no-fault liability cases that are mandatory by law shall remain unaffected.
- 16.2. If any contractual penalties or claims for reductions in payment have been agreed with the contractual party, the above total liability shall also include all contractual penalties or claims for reductions in payment. The assertion of claims for damages exceeding these contractual penalties or claims for reductions in payment shall be excluded.
- 16.3. Claims for damages against ACP shall be valid only if they are submitted in writing by registered letter within four weeks after occurrence of damage and shall be asserted in court within six months after the occurrence of damage or otherwise fall under the statute of limitations.
- 16.4. If a third party legitimately proceeds against the contractual party due to an infringement on the part of ACP, the contractual party shall be obliged to grant ACP the opportunity to remedy the infringement. This may be achieved by negotiating with the third party or by rendering a contractual service that does not infringe the rights of the third party.
- 16.5. The contractual party shall solely be liable for the legality of the use of documents provided to ACP by the contractual party. ACP shall not be obliged to review the legality of use. If a claim is made on ACP by third parties due to the use of such documents, the contractual party shall indemnify and hold ACP harmless against the third party.
- 16.6. Any previously agreed limitations of liability shall also

apply in the event of rescission or any other retroactive termination or cancellation of a contract concluded with ACP.

- 16.7. ACP shall assume no liability or warranty that the operation of the delivered software meets the contractual party's requirements, will be free from errors or that all software errors may be eliminated. ACP shall set up and operate IT systems and IT measures in accordance with the relevant state of the art but shall not guarantee their absolute security and shall not be liable for them. Moreover, ACP shall not assume liability for any disadvantages resulting from bypassed or disabled security systems and IT measures that have been installed on the contractual party's premises.
- 16.8. The risk assessment of organisational and technical information security and adherence to related measures shall constitute an obligation to cooperate of the client and shall be the client's sole responsibility. The client may use the Austrian Information Security Handbook or a comparable summary as the basis for the implementation of an information security policy.
- 16.9. Consulting and support services (in particular services related to incident response, data protection, security, project management and auditing) shall generally be rendered in the form of an employment contract (§ 1151 Austrian Civil Code). ACP shall not assume any guarantee for the occurrence of a specific success, unless otherwise agreed. Where the parties wish to agree on services provided under a works contract, an express agreement shall be required and the production of the work shall be owed on the basis of agreed specifications.
- 16.10. Despite the use of experienced security specialists and fast and flexible responses, ACP shall assume no liability in relation to the provision of incident response services, nor shall it guarantee that IT systems posing an immediate threat can be permanently and fully contained, that any attacker can be permanently removed from the customer's network, that the tools and software used by ACP meet the contractual party's requirements and function without errors, or that all threats can be averted and software errors eliminated.

17. Insurance

- 17.1. The contractual party shall bear the risks associated with the loss and destruction of any service objects (equipment and systems) owned by ACP that are used in connection with the rendered services. Consequently, it is agreed that the contractual party shall insure said service objects against all risks. The contractual party shall take out sufficient insurance for all losses, damage and delays within its sphere, in particular fire, explosion, theft, vandalism, water damage and force majeure, and shall provide proof of conclusion of such insurance contract to ACP. The contractual party shall limit transferability of the benefits from the insurance contract in favour of ACP up to the amount of the unpaid remuneration. The contractual party shall furnish proof thereof by providing a signed declaration of limitation on transferability by the insurer and shall assign the claim for the insurance benefit to ACP. The contractual party shall notify the insurer thereof.
- 17.2. ACP shall be informed of any changes in the insurance contract. Moreover, ACP shall be entitled to gather information about the respective status of the insurance contract from the insurer if the contractual party fails to comply with its information obligations within one week,

despite being sent a reminder and granted a grace period.

- 17.3. If the contractual party fails to comply with its insurance obligations and ACP considers it necessary to cover these risks, ACP shall be entitled to take substitute action in relation to the conclusion of the insurance contract at the contractual party's risk and expense.

18. Enticement

- 18.1. The contractual party shall refrain from enticing away, either directly or indirectly, employees of ACP without ACP's prior express written consent for the duration of the contract concluded with ACP and for twelve months after its expiry or termination. This shall also apply to the enticement of ACP subcontractors or their employees by the contractual party.
- 18.2. In the event of non-compliance with this provision, the contractual party shall undertake to pay a no-fault contractual penalty in the amount of the last gross annual salary paid by ACP. The right to assert damages exceeding this contractual penalty shall remain unaffected.

19. Data Protection

- 19.1. Within the scope of the performance of the services, ACP shall comply with the provisions of the Austrian Data Protection Act (DSG) and the European General Data Protection Regulation (GDPR).
- 19.2. With regard to the processing of personal data provided by the contractual party, ACP shall exclusively use it within the scope of the contracts concluded with the contractual party. ACP shall take appropriate, tried-and-tested and customary state-of-the-art measures to protect the data saved at ACP. ACP shall not be responsible if third parties nonetheless manage to gain access to this data by illegal means and subsequently use it. ACP shall oblige its employees in particular to comply with the provisions of the GDPR. The Privacy Statement of the ACP Group, downloadable from <https://www.acp.at/datenschutz-en>, shall apply.
- 19.3. The contractual party's data (commercial register data, address, telephone and facsimile number, e-mail address, as well as other information required for modern communication tools, locations, contact persons, ordered goods, supply quantities) relating to the respective business transaction shall be automatically processed only for the execution of the contract, in particular for administration and billing purposes, unless otherwise expressly agreed. For technical reasons, it may be necessary to store such data on a server of another company affiliated to the ACP Group.
- 19.4. Upon conclusion of the contract, the contractual party shall agree that the data provided by it to ACP may be passed on to other companies affiliated to ACP for information purposes and within the scope of the ACP Group's reporting duties for statistical and risk management purposes and may be used by ACP and/or the companies affiliated to ACP according to the contracts concluded with the contractual party. Companies affiliated to ACP shall be companies in which ACP directly or indirectly holds a stake exceeding 50% or has the industrial leadership, or a company that directly or indirectly holds a stake in ACP exceeding 50% or has the industrial leadership, or companies that directly or indirectly are under the same industrial leadership as ACP or more than 50% of the shares of which are directly or indirectly held by the same

company that also holds the majority of the shares in ACP. The contractual party shall expressly agree that these companies as well as ACP may send it information on products or services in writing or by e-mail or make contact in some other way (e.g. by phone). Such consent may be revoked in writing or by e-mail at any time.

20. Confidentiality

- 20.1. The contractual parties shall undertake to treat all details of the concluded contracts as well as any confidential information about technical, commercial or operational matters as confidential, unconditionally and without any time limit (i.e. also after termination of the respective concluded contracts), and not disclose them to third parties insofar as this information is not in the public domain or was already lawfully known by the recipient through other means, or is disclosed and surrendered to the recipient by a third party not bound by a confidentiality agreement, or has verifiably been independently developed by the recipient, or is required to be disclosed due to a final official or court decision.
- 20.2. Companies affiliated to ACP as well as subcontractors of ACP shall not be regarded as third parties insofar as they are subject to a confidentiality agreement corresponding to this clause. The same shall apply to personal data relating to ACP or third parties, information according to § 38 of the Austrian Banking Act or § 48a of the Stock Exchange Act and similar that the contractual party has acquired in connection with the ACP contract. The contractual party shall protect any such information and results from access by third parties in particular, ensure compliance with § 15 of the Data Protection Act 2000 and commit its employees or any third parties involved to the same level of confidentiality.

21. Legal Succession

- 21.1. ACP shall be entitled to assign its rights and obligations arising from the contract with the contractual party to another company within the ACP Group. The contractual party shall have no right to cancel the contract for reasons of such assignment. However, the contractual party shall only be entitled to assign, transfer or pass on by any other means all rights and obligations under the contract concluded with the contractual party with ACP's written consent.
- 21.2. Any change in ownership structure or sale of the contractual party's company shall entitle ACP to terminate the respective concluded contracts for good cause with immediate effect.

22. Written Form

- 22.1. Any and all changes and amendments to a contract concluded with ACP shall be executed in writing, unless otherwise expressly agreed. This shall also apply to a waiver of this written form clause. Unilateral declarations shall require proof of delivery.

23. Applicable Law/Jurisdiction

- 23.1. Austrian law shall apply, with the exception of such legal provisions which make reference to the law of other countries. The application of the rules of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
- 23.2. Disputes, in particular those relating to the conclusion of a contract or any claims arising thereunder, shall be exclusively decided by the court having jurisdiction as regards the subject matter for the ACP branch that

concluded the respective contract. However, ACP shall also be entitled to bring an action against the contractual party at another place of jurisdiction, e.g. its general place of jurisdiction.

24. Compliance

- 24.1. ACP is committed to conducting its business honestly, fairly and transparently and therefore adheres to any applicable laws and fundamental principles of business ethics. ACP also expects such compliance from its contractual parties and their contractors, in particular in relation to the essential ethical principles of ACP (**Code of Conduct**). The contractual party confirms having read and understood the ACP Code of Conduct and that it will pass it on to its contractors. In addition, ACP expects its contractual parties and their contractors to adhere to all rules and regulations in these guidelines or equivalent rules and regulations in the own compliance guidelines drawn up by the contractual party and/or its contractors. The contractual party shall obtain corresponding confirmation from its contractors.
- 24.2. The contractual party shall ensure that any national and international provisions relating to the rights of employees and their working environment applicable in connection with the performance of the contract (at any rate minimum standards such as respect for human rights, prohibition of child labour and forced labour, appropriate pay etc.) are adhered to.
- 24.3. The contractual party shall confirm that no intermediaries derive personal and/or financial benefits from the conclusion of the contract with ACP. The contractual party shall avoid any situation that points to a conflict of interest with ACP and shall further undertake to refrain from any activities that might be detrimental to ACP, in particular any activities that might damage the company's reputation.
- 24.4. The contractual party shall guarantee to adhere to all applicable laws. ACP does not tolerate corruption or bribery. The contractual party shall in particular not demand, offer or grant any unlawful benefits or other privileges. Moreover, all applicable import and export provisions and/or restrictions shall be adhered to. This shall apply in particular to changes of sanction lists in the various applicable export control laws.
- 24.5. Any breach of the provisions in this clause 24. shall

constitute a material breach of contract, entitling ACP to terminate the contract with immediate effect. The contractual party shall lose its claim to the agreed remuneration in this case unless services have been rendered/supplied that can be used by ACP. This shall apply irrespective of any claims for damages on the part of ACP. The contractual party shall be liable to ACP for any disadvantages and shall bear any additional costs that may arise in connection with such termination owing to a breach of contract on the part of the contractual party.

- 24.6. Our suppliers have strict compliance standards with which ACP and its customers must comply. For the sale of US-American hardware, software and related services, manufacturer regulations contained in Annex ./1. shall apply in addition to these General Terms and Conditions of ACP. These are available at www.acp.at/herstellerregelungen.

25. Concluding Clauses

- 25.1. If individual provisions of these General Terms and Conditions or of the contract are or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. Invalid or unenforceable provisions shall be replaced by mutual agreement by a valid or enforceable provision which comes as close as possible to the invalid or unenforceable provision in economic terms.
- 25.2. The fulfilment of the contract on the part of ACP shall be subject to the condition that there are no barriers to performance on the basis of national or international regulations of foreign trade legislation and no embargoes or other sanctions.
- 25.3. In accordance with the laws and regulations currently in force, ACP shall be entitled to include this project in a reference list, to publish it as a reference project for advertising purposes and to use photographs of the contractual object or of services rendered at that location unless this is in conflict with any legally protected interests or interests worthy of protection on the part of the contractual party or any third party.
- 25.4. The contract shall be negotiated and concluded in the German language. The contractual party agrees that technical terminology as well as software may be provided in the English language.