Sales and delivery conditions (SDC)

1. GENERAL

a. The following sales and delivery conditions (SDC) exclusively apply to the scope of all offers, sales, and deliveries. Deviating provisions from these sales and delivery conditions will only become part of the contract if they have been expressly confirmed in writing by ASPÖCK. The terms and conditions of customers, whether they relate to business, delivery, or purchase, are hereby objected to. Such deviating conditions are only valid upon written acknowledgment by ASPÖCK.

b. If a separate written agreement has been concluded with the customer, the provisions specified therein shall primarily apply. In a subsidiary manner, the SDC shall be applicable if referred to or in cases where a specific matter is regulated solely in the SDC.

c. In case of multilingual statements, the German version shall prevail in case of doubt.

2. CONTRACT CONCLUSION AND ASPÖCK´S RIGHT OF WITHDRAWAL

a. The customer is bound by their order from the moment it is received by ASPÖCK, for a period of 6 (six) weeks. If ASPÖCK issues an order confirmation (OC) regarding this order, the order becomes effective and binding on both parties upon receipt of the OC. The customer must promptly verify the correctness of the order confirmation. Any deviations from the order must be promptly, but no later than 2 (two) working days after receiving the OC, raised in writing. Otherwise, the delivery and performance stated in the OC shall be deemed irrevocably approved by the partner, and the contract shall be validly concluded with the content contained in the OC.

b. Cost estimates provided by ASPÖCK are always non-binding.

c. Oral orders and subsequent changes require written approval from ASPÖCK to be effective.

d. The customer acquires ownership of all purchased items only upon full payment - further details can be found under point 8, "Retention of Title."

e. ASPÖCK is entitled to adjust or terminate the contract due to the absence, alteration, or discontinuation of the business basis.

f. The customer waives the application of § 934 ABGB in accordance with § 351 UGB, which pertains to the right to contest a contract due to a reduction of more than half, as well as the right to contest and adjust the contract due to error.

g. If, after accepting an order, it becomes apparent that the financial circumstances of the customer are so poor that ASPÖCK's claims are endangered, or if circumstances arise that significantly diminish the creditworthiness of the customer, ASPÖCK is entitled to refuse its own performance until the consideration has been provided or secured. ASPÖCK may also

prohibit the resale of goods delivered under retention of title and demand their return. Additionally, ASPÖCK is entitled to withdraw from the contract and claim damages.

h. Furthermore, in the event of default by the customer, ASPÖCK can refuse to fulfill all outstanding services until the outstanding payment is completely settled or, with immediate effect, withdraw from the contract without any reimbursement of costs and excluding any claims for damages.

3. FORCE MAJEURE

a. Events of force majeure entitle ASPÖCK, under exclusion of claims for damages by the customer, to (1) suspend deliveries for the duration of the force majeure event and a reasonable period thereafter, (2) extend delivery deadlines, (3) adjust prices, or (4) partially or completely withdraw from the contract in accordance with the impact of the force majeure event.

b. Events of force majeure include all unforeseeable events that permanently or partially prevent, impede, or delay the production, delivery, or transportation of goods, provided that the event is beyond the control of ASPÖCK and cannot be prevented with disproportionate costs or economically unreasonable means. Examples of events of force majeure include natural disasters, war or war-like conditions, governmental interventions, infrastructure disruptions such as blackouts or disruptions of transportation routes, pandemics, cyber attacks, operational disruptions of any kind such as strikes or explosions, abnormal price increases of raw materials, as well as shortages of raw materials, transportation means, or labor.

4. PRICES AND SETTLEMENT

a. The services provided by ASPÖCK are invoiced based on the currently valid prices, minus any agreed-upon conditions in writing. Upon acceptance of an order, the price list in effect at the time of receiving the order shall generally apply, unless a new price list has been communicated by ASPÖCK before the actual delivery to the customer.

b. In the event of force majeure, ASPÖCK is entitled to adjust the prices accordingly (see point 3a).

c. Unless otherwise agreed, ASPÖCK's prices are understood to be ex works, excluding value-added tax (VAT), assembly, insurance, requalification testing costs, and other incidental costs

d. Any customs duties and customs handling costs, as well as other costs related to importation and entry into free economic circulation, along with export processing costs, are to be borne by the customer.

e. Transport aids such as cable drums or pallets are also not included in the price.

f. Specifically requested plans, extensive sketches, or other inquiries during the bidding process will be invoiced based on additional effort.

5. PAYMENT TERMS AND DEFAULT IN PAYMENT

a. Unless otherwise agreed upon regarding the payment deadline or any other discount arrangement, all deliveries and services are due for payment within 30 days net from the invoice date. If the payment of the purchase price is made by bank transfer, the customer must issue the transfer order in a timely manner so that the amount owed is credited to the account specified by ASPÖCK by the due date or the following banking day.

b. Payments to ASPÖCK must always be made in the currency specified on the invoice.

c. The customer agrees to the electronic transmission of invoices and must provide ASPÖCK with an email address upon request to which the electronic delivery can be made.

d. In the event of default in payment (= expiration of the payment deadline without the credited amount on the account specified by ASPÖCK), ASPÖCK is entitled to demand default interest from the first day of default in payment, in accordance with § 456 of the Austrian Commercial Code (UGB), but not less than 10% p.a.

e. In the event of default, the customer is also obliged to reimburse all necessary, including extrajudicial, reminder, collection, and attorney costs for the appropriate enforcement or collection of the claim. In case of default, the customer acknowledges the obligation to pay these costs in terms of their basis and amount, to the extent that these costs are cumulatively calculated in accordance with § 458 UGB (a lump sum of €40.00), the regulation on the maximum fees payable to debt collection agencies, or the general fee criteria for lawyers (AHK) in force at the time.

f. If the customer is in default with the payment of properly rendered deliveries and services by ASPÖCK, and if these outstanding amounts exceed a total of € 10,000 excluding VAT, all outstanding claims that have not yet fallen due will automatically become due.

g. Furthermore, the default of the customer entitles ASPÖCK to the right of refusal of performance and withdrawal according to point 2h.

h. In the case of installment payments, the loss of the deadline occurs if even a single installment payment is overdue or not made in full. Upon the loss of the deadline, the entire remaining outstanding balance becomes due for immediate payment.

i. The customer is not entitled to set off their own claims against claims of ASPÖCK or to withhold or reduce due services for any reason. This set-off waiver does not apply to counterclaims that have been expressly acknowledged by ASPÖCK in writing or have been judicially established against ASPÖCK.

6. INFORMATION FROM THE CUSTOMERS/PLANS

a. In all cases, it is the sole responsibility of the customer to ensure the accuracy and suitability of their order details (e.g., quantity, measurements, references, color, shape, and other specification details, etc.), as well as the technically sound solution for plans and drawings provided by the customer.

b. Plans, extensive sketches, etc. must be requested by the customer from ASPÖCK during the quotation process and will be invoiced separately by ASPÖCK.

7. INTELLECTUAL PROPERTY

a. ASPÖCK reserves all ownership and copyright rights to the designs, offers, catalogs, drawings, images, descriptions, and similar information used by ASPÖCK. These materials may not be used in a manner that goes beyond the scope of the contract. They may not be reproduced or made accessible to third parties without the written consent of ASPÖCK. This applies especially to information marked as "confidential." Upon request by ASPÖCK, all information must be returned to ASPÖCK, and any copies made must be destroyed.

8. RETENTION OF TITLE

a. All goods delivered by ASPÖCK remain the sole property of ASPÖCK until full payment of the purchase price and all associated costs and expenses.

b. The customer (reservation buyer) is authorized, until revoked by ASPÖCK, to resell the reserved goods in the regular course of business (=authorization for resale). The authorization for resale is subject to the condition that the customer (reservation buyer) sells the goods to the second buyer with retention of title and that the ownership remains with ASPÖCK (=extended retention of title). Extraordinary disposals, such as pledging, transfer of ownership by way of security, or assignment of security on these reserved goods, are not permitted. In the event of resale, the purchase price claim of the customer (reservation buyer) against the second buyer is hereby assigned to ASPÖCK. If the customer fails to fulfill their payment obligations to ASPÖCK properly or otherwise breaches the contract, ASPÖCK is entitled to enforce the claim against the second buyer themselves. The customer shall then instruct the second buyer to pay ASPCK directly until all claims due and assigned to ASPÖCK have been paid.

c. For all deliveries to Germany - as well as for all other countries where the extended retention of title can be validly agreed according to the law of the country - the extended retention of title shall apply.

d. If ASPÖCK commissions the customer to process goods (contract manufacturing), the processing is carried out on behalf and for the account of ASPÖCK as the manufacturer. ASPÖCK directly acquires ownership of the processed goods.

e. In the event of arbitrary processing, mixing, or combining of the goods by the customer with other materials, ASPÖCK acquires co-ownership of the resulting products in proportion to the

value of the goods supplied by ASPÖCK to the value of the other materials. However, if there is no inseparable connection (e.g., between lights and trailers), the goods remain the property of ASPÖCK as an independent component. ASPÖCK transfers to the customer their share of co-ownership in accordance with the retention of title.

f. If the goods supplied by ASPÖCK are resold together with other goods, whether or not after processing, combining, or mixing, the pre-assigned claims agreed upon in point 8b only apply to the value of the goods supplied by ASPÖCK.

g. The customer is obliged to inform third parties of ASPÖCK's ownership and the assignment of claims to ASPÖCK in order to prevent seizures or other interventions by third parties. Attempts or actual seizures or encroachments by third parties on the goods must be immediately reported to ASPÖCK, and the costs of measures to eliminate them are borne by the customer. This includes, in particular, the costs of intervention procedures.

h. The customer is obliged to handle the goods with care and to insure the goods at their own expense against fire, water, and theft in a way that the insurance coverage is sufficient to fully pay the outstanding purchase price. The customer undertakes to use the insurance proceeds for the payment of the goods.

i. If the customer is in default of payment, ASPÖCK has the right, after a single request, to withdraw from the purchase agreement (see points 2h and 5g) and demand the return of the reserved goods to be brought into the possession of ASPÖCK.

j. All costs for the collection or return of goods subject to retention of title shall be borne by the customer.

9. DELIVERY AND CANCELLATION

a. Unless otherwise expressly agreed, transportation is at the customer's expense and risk (ex works). This also applies to partial deliveries. Insurance of the goods is only carried out at the customer's expense and upon explicit request (see point 4c).

b. The delivery dates provided by ASPÖCK are subject to change.

c. Claims for damages by the customer resulting from non-compliance with the provided delivery dates are excluded.

d. ASPÖCK is entitled to make partial deliveries and issue partial invoices.

e. Events of force majeure entitle ASPÖCK, to the exclusion of claims for damages, to extend the deadlines or to cancel the delivery obligation (see point 3a).

f. If a written cancellation of the order is received by ASPÖCK from the customer before the goods are dispatched, and ASPÖCK accepts the cancellation, ASPÖCK is entitled, without specific proof of damage, to demand a cancellation fee of 30% of the price or the actual higher damage suffered, plus lost profits.

g. If ASPÖCK accepts the cancellation after the goods have been dispatched, the customer is additionally responsible for the costs associated with the delivery (outbound and return).

h. Returned goods shall only be accepted with the written consent of ASPÖCK. The transportation costs for the returned goods shall be borne by the customer.

10. WARRANTY

a. ASPÖCK provides warranty for defects in material and legal defects of the deliveries as follows:

- Warranty claims must be asserted within 2 (two) years from the date of delivery.
- Rights and claims arising from the warranty require that the customer has fulfilled the obligation to inspect and give notice of defects in accordance with § 377 of the Austrian Commercial Code (UGB).

b. In addition to the provisions of § 377 UGB, it is agreed that any defects in products delivered by ASPÖCK must be reported to ASPÖCK in writing, along with photographic documentation, without delay, but no later than two weeks after delivery. Any defects that are visible upon delivery must also be noted on the shipping documents (delivery note, bill of lading, etc.). Upon request by ASPÖCK, the customer is also obliged to present the defective product at their own expense (transportation, etc.).

Failure to comply with one or more of these provisions will result in the legal consequences specified in § 377 (2) UGB, and the customer will lose all warranty and compensation claims.

c. ASPÖCK is entitled to remedy the defects within a reasonable period of time, at its free choice, either by means of improvement (repair) or by replacement. In the case of repairs approved by ASPÖCK, the necessary work must be carried out by qualified personnel in authorized workshops, under penalty of excluding all warranty claims. The labor costs incurred for this, according to the provided ASPÖCK fee schedule, will only be reimbursed to the extent strictly necessary, but not exceeding the usual scope.

d. Rights and claims arising from the warranty are excluded:

- if one or more of the aforementioned provisions (see point 10a-10c) are not complied with;
- if the installation of the goods has not been carried out properly, especially in case of deviations from the installation instructions or installation without qualified personnel;
- for material defects resulting from faulty material or material fatigue, or from the product or its individual parts being exposed to unusual or prohibited physical, chemical, mechanical, or other influences specified in the material data sheets or product information;

- if alterations or modifications (including wiring) are made to the goods or if the goods are connected with foreign parts;
- in case of failure to observe warning notices, operating instructions, and other product declarations.

11. LIMITATION OF LIABILITY AND DAMAGES

a. Claims for damages against ASPÖCK are excluded in cases of slight negligence, except for personal injury. ASPÖCK is only liable if willful intent or gross negligence is proven. The burden of proof for the existence of gross negligence or willful intent lies with the customer.

b. Claims against ASPÖCK for lost profits, other indirect damages, consequential damages, and financial losses are excluded.

c. In accordance with point 2f, the customer waives claims for excessive disadvantage (laesio enormis) and claims based on mistake.

d. If the customer is in default of acceptance or culpably violates other obligations to cooperate, ASPÖCK is entitled to demand compensation for the resulting damage, including any additional expenses.

e. If ASPÖCK alleges violations by the customer regarding confidentiality (point 13b) or intellectual property (point 7), it is the customer's responsibility to refute these allegations (reversal of burden of proof), immediately cease the unlawful condition (omission), and a lump-sum compensation of 10,000 EUR becomes due without waiving any other rights (no acknowledgment of liability).

12. PRODUCT LIABILITY

a. The customer undertakes to comply with all warnings, instructions for use, and other product declarations, etc., and to make them known to the end user in their complete and up-to-date version.

b. If the customer is held liable under the Product Liability Act, they expressly waive any recourse against ASPÖCK under Section 12 of the Product Liability Act. Furthermore, the customer undertakes to indemnify ASPÖCK and hold them harmless in the event of claims brought by (1) injured parties or (2) other parties liable under the Product Liability Act, and to reimburse all costs incurred by ASPÖCK in connection with strict liability, regardless of fault.

13. DATA PROTECTION AND CONFIDENTIALITY

a. ASPÖCK reserves the right to store, transmit, modify, and delete personal data of the customer within the ASPÖCK Group in the course of business transactions. After the

termination of the business relationship, the data will be deleted unless other mandatory legal obligations require the retention of data.

b. The customer undertakes to maintain the confidentiality of all information (confidential information), regardless of its nature and form (including samples, materials, etc.), unless expressly designated as "NON-confidential" Confidential information also includes the business relationship between ASPÖCK and the customer itself, particularly concerning the use of intellectual property rights (trademarks, logos, etc.). The disclosure of confidential information to third parties is only permissible with the written consent of ASPÖCK.

c. All information made accessible to the customer remains the property of ASPÖCK. No usage rights are granted.

14. MISCELLANEOUS

a. There are no oral side agreements to these sales and delivery conditions. Amendments or supplements to these terms and conditions require written form; this also applies to any waiver of the written form requirement.

b. Should individual provisions of these sales and delivery conditions (SDC) be or become invalid, in whole or in part, the validity of all other provisions shall not be affected. Instead of the invalid provision, the provision shall be deemed agreed upon that comes closest to achieving the economic purpose of the invalid provision. The same applies in the event of a regulatory gap.

15. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

a. The place of performance for all deliveries and payments is the registered office of ASPÖCK.

b. These sales and delivery conditions (SDC) and all contracts between ASPÖCK and the customer shall be governed exclusively by Austrian law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) as well as conflict of laws rules (IPR) shall not apply and are expressly excluded.

c. The competent court at the registered office of ASPÖCK shall have jurisdiction.

16. REPORTING IT SECURITY INCIDENTS

IT security incidents or suspected threats must be reported immediately to ASPÖCK via incident@aspoeck.com or by phone at +43 7276 2670 1888.