

1. Application, Definitions

1.1 All offers and transactions from Sprecher Automation GmbH and its affiliated companies ("Sprecher Automation") for products and related services ("Products") shall exclusively be governed by the

- **General Terms of Delivery** issued by the Austrian Electrical and Electronics Industry Association (FEEL) – edition September 2011
- **downloadable** under <https://www.sprecher-automation.com/de/agb/>
- under prior **inclusion** of the following **deviating** and/or **supplementary conditions**
- unless no deviating terms and conditions have been agreed in individual cases.

- 1.2 Software shall exclusively be governed by the
- **General Terms for the License Agreement** issued by Sprecher Automation
 - **downloadable** under <https://www.sprecher-automation.com/de/agb/>
 - and/or **software conditions of third parties**
 - which shall be **agreed separately**

1.3 In case of contradictions in the contract documents following order of precedence shall apply: (a) special agreements, if confirmed by Sprecher Automation in writing; (b) this General Terms and Conditions; (c) non-mandatory provisions of the commercial law and civil law.

2. Scope of Supply

2.1 All labelling and documentation relevant for the system operation and system maintenance will be executed in English language. The intellectual property rights on the delivered Products, documentation and the like shall remain at Sprecher Automation or third parties.

2.2 Sprecher Automation reserves the right to change and/or adjust products manufactured by Sprecher Automation to technical progress at any time (changes due to construction and/or production). No right to receive previous types shall be granted. Sprecher Automation reserves the right to discontinue products manufactured by Sprecher Automation with a preliminary time to market of one year. Sprecher Automation shall not warrant / guarantee or held liable that subsequent products deliveries are identical with the initial product deliveries. Expenses in connection with replacement with subsequent product deliveries shall not be on the account of Sprecher Automation.

3. Deadlines

3.1 The delivery shall be deemed observed with announcement of delivery or shall be effected within reasonable time from date of confirmed contract and receipt of the agreed down payment or securities. Partial- and/or advance deliveries shall be allowed as far as reasonable for the Buyer.

3.2 Any extension, delay or suspension of the agreed time schedule, not caused by or within the responsibility of Sprecher Automation, as well as events of Force Majeure and/or events in connection with the spread of the "Coronavirus" or other infectious diseases/pandemics, shall postpone any deadlines, that Sprecher Automation cannot comply with, for the duration of the effect, irrespective whom the effect concerns. No claims of the Buyer can be asserted resulting from such delays (liquidated damages, consequential damages, failures etc.).

3.3 Should such an extension or any suspension or an event of excusable delay, not caused through or within the responsibility of Sprecher Automation, continue for more than 60 days or result in a termination of the contract, payments for the portion of Works already performed by Sprecher Automation and for the additional cost shall become due and payable immediately and Sprecher Automation is entitled to terminate the contract. Any further ongoing costs shall be payable monthly on a current basis.

3.4 In case deliveries get delayed (see Chapter 3.2) for 3 weeks for reasons not attributable to Sprecher Automation, the goods in question will be stored on Buyer's risk and expenses. In this case the storage receipt replaces the transport document.

3.5 In the event of feast- or bridge days which fall on business days or times when the company (e.g. company holidays 22.12.-06.01.) the agreed time schedule will be postponed accordingly.

4. Prices, Terms of Payment, Place of Performance

4.1 All prices given by Sprecher Automation are calculated in Euro, without Austrian VAT. Packing and transport shall be invoiced on actual price basis.

4.2 In case of extension of the time schedule or any suspension, not caused through or within the responsibility of Sprecher Automation (see Chapter 3.2), Sprecher Automation is entitled to raise the prices.

4.3 Payments shall be effected within 14 days net, without deduction, from date of invoice. Unless other terms of payment have been agreed, a down payment of 30 % shall be made after confirmation of the order. The remaining amount shall be paid before delivery or collection. Sprecher Automation is entitled to demand the opening of an irrevocable documentary letter of credit or payment securities (e.g. bank guarantee) and to stop outstanding deliveries in case of delay in payment. Sprecher Automation shall retain title to all goods delivered until full payment of the amounts invoiced plus interest and costs.

4.4 In the event any payment(s) or payment milestones is (are) deferred due to reasons not caused through or within the responsibility of Sprecher Automation (see Chapter 3.2), such deferred payment(s) shall become due and payable to Sprecher Automation not later than 30 days from the original payment date(s), for the portion of work already performed by Sprecher Automation, irrespectively whether the supplies or services are fully effected.

4.5 Place of performance and transfer of risk of all duties out of the contractual obligations is FCA place of Sprecher Automation head office in Linz/Austria or FCA place of any location of Sprecher Automation within Austria, as per special conditions, INCOTERMS® 2010, irrespectively of any agreement about the place of delivery or of taking charge of any transport costs or the place of fulfilment of payment.

5. Secrecy, Data Protection

5.1 The Buyer undertakes to use all trade and business secrets, data, drawings, technical specifications, materials provided and documentations of any kind, which he receives in connection with the contract with Sprecher Automation or which he receives or become aware in the course of the contractual co-operation, confidential, not to copy or exploit them, not to disclose the same to Third Parties or make them available elsewhere. This shall not apply if this information are lawfully available to the public, generally or otherwise lawfully known, or approved for release by Sprecher Automation. The Buyer shall impose the above obligation on their staff and auxiliary persons accordingly. The secrecy obligation shall continue for 7 years after termination of the contract.

5.2 Sprecher Automation guarantees compliance with the applicable data protection regulations. Information on data protection is available at <https://www.sprecher-automation.com/de/dsgvo/>.

5.3 The Buyer is permitted to refer to the contractual co-operation in marketing material and publication, irrespectively of the kind, only after he has got the expressly written confirmation from Sprecher Automation.

6. Warranty

6.1 Advise given by Sprecher Automation, irrespectively whether verbal or in writing, is without any obligations, advise shall not release the Buyer from his own investigation in the Products as to

suitability for the purpose intended by the Buyer. Sprecher Automation shall not warrant that subsequent Products deliveries are identical with the initial Product deliveries.

6.2 Products shall be based upon the drawings and descriptions as well as general recognized technical standards and norms (IEC, VDE, ÖVE, DIN) of the respective manufacturer valid at time point of Product manufacturing.

6.3 Sprecher Automation warrants, that the Products at time point of manufacturing – by observing the relevant installation and/or operation instruction – are in accordance with the relevant Product specification and insofar free from defects.

6.4 The warranty period is 24 months and shall commence with readiness for delivery.

6.5 In case of legitimate warranty claims, Sprecher Automation reserves the right to decide how to remedy any defect within a mutually agreed period of time and within the normal working hours of Sprecher Automation.

7. Liability

7.1 Sprecher Automation shall be liable for damages within the scope of the Product Liability Act, for damages due to proven intent as well as for personal injuries within the limits of statutory provisions. Sprecher Automation shall not be liable for damages due to acts of ordinary negligence. In case of gross negligence the liability including all penalty claims shall be limited to the net value of the contract. In case of negligence, Sprecher Automation shall not be liable for consequential damages or damages for pure economic loss, indirect damages, loss of production, financing costs, costs for replacement energy, loss of energy, data or information, loss of profits, loss of savings or interest, or damage resulting from Third Party claims against the Buyer. Penalties can only be claimed if Sprecher Automation is at fault. Claims that exceed the agreed contractual penalties are excluded from the respective title. As far as the liability for Sprecher Automation is excluded, Sprecher Automation's representatives, servants and/or assignees have the same status.

7.2 Liability claims against Sprecher Automation are under the statute of limitations at the latest 24 months after readiness for delivery.

7.3 Sprecher Automation shall not be liable in case of non-observance of the relevant erection, installation and/or operation conditions (e.g. mentioned in the respective instructions) or, non-observance of admission standards of authorities, by the Buyer.

8. Applicable Law, Place of Jurisdiction

8.1 The place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship shall be exclusively the competent court for Linz/Austria. Sprecher Automation is entitled, at its discretion, to sue the Buyer at any other court that may be competent according to national or international law.

8.2 Austrian law shall apply exclusively to all legal transactions, in particular those subject to these terms of delivery for products. The conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby expressly excluded.

Sprecher Automation GmbH
Franckstrasse 51, A-4020 Linz/Austria