

Terms & Conditions of Sale and Installation

Unless otherwise agreed in writing by AuCom, these Terms of Sale and Installation ("Terms") shall apply to all present and future Offers made by AuCom and all present and future agreements entered into between AuCom and the Purchaser with regard to goods and services relating to the sale, supply and installation by AuCom. Differing or contrary terms of the Purchaser shall not apply and are hereby expressly rejected except if expressly agreed upon in writing by AuCom.

These Terms shall only apply vis-à-vis entrepreneurs within the meaning of Sec. 14 German Civil Code ("BGB"), legal entities under public law or special funds under public law within the meaning of Sec. 310 para.1 BGB.

1. Offer

1.1 Validity of Offer

Unless an Offer is automatically revoked or AuCom revokes an Offer prior to the receipt by AuCom of the Purchaser's acceptance, all Offers remain open for acceptance for the period stated in the Offer or, when no such period is stated, for thirty (30) days from the date of the Offer. Any acceptance by the Purchaser that introduces new or different terms shall be considered a rejection of the Offer and a counter-offer, which AuCom is not obligated to accept and will require an explicit written approval of AuCom.

1.2 Scope of Offer

The Offer includes only such Work as specified in the Offer and, unless otherwise stated, the Work will be performed during AuCom Normal Working Hours. All Work provided and performed outside of Normal Working Hours shall be deemed to be a variation to the Work for the purpose of Clause 1.3. Any Working, travelling and/or waiting time outside Normal Working Hours will attract additional costs at AuCom's applicable rates.

1.3 Variation to the Work

a. The Contract Price quoted by AuCom is based upon the scope of Work referred to in the Offer. Should there be any variations to the scope of the Work from that contained in the Offer, AuCom may agree such variation and reserves the right to amend the Contract Price and the times for completion of the Work accordingly. The Purchaser shall have no claim for any delay or other consequences arising from such variations. Any changes to the scope of Work, Goods, or Services must be documented in a written change order, specifying the change, its impact on the contract price, and the revised timeline. The change order must be signed by authorized representatives of both parties before implementation.

1.4 Cancellation, Variation and Suspension

An Offer, once accepted, may only be cancelled, varied or suspended by the Purchaser through a written agreement between AuCom and the Purchaser or as expressly set out in these Terms. In the event of such cancellation, variation or suspension, the Purchaser shall compensate AuCom for all costs incurred as a result, including without limitation costs arising from the redeployment of employees allocated to the Work or the cancellation of orders for raw materials required for the Work. The Purchaser shall also compensate AuCom for any related damages and losses, including but not limited to, loss of profit or revenue. AuCom's right to full compensation for any such cancellation, variation, or suspension shall not be prejudiced by any steps AuCom may take to mitigate its losses.

2. Specification and Drawings

2.1 Not Part of these Terms

All illustrations, catalogues, advertising material, price lists, colors, drawings, specifications, descriptions, dimensions, statement of weights and measurements provided by AuCom are approximate and indicative only and are intended to provide a broad description of the Goods. Unless expressly incorporated in these Terms, such information is not intended to form part of these Terms and shall not be considered as Product warranties or representations. The Purchaser acknowledges that it is not relying on any such information in deciding to enter into the contract.

2.2 Approval of Drawings

All drawings, specifications and other information requiring the Purchaser's approval shall be approved, amended or rejected by the Purchaser and returned to AuCom within fourteen (14) days from the date of their receipt by the Purchaser or within such other period as may be agreed between AuCom and the Purchaser in writing. If the Purchaser does not so communicate with AuCom by the said fourteen (14) days, the Purchaser is irrevocably and unconditionally deemed to have approved such drawings, specifications or information. This deemed approval will constitute the Purchaser's acceptance of the accuracy and suitability of the drawings and specifications for the Purchaser's purposes and will be considered as a production approval for AuCom. Any delays in the approval process that impact the timeline or cost of the Work shall be the sole responsibility of the Purchaser.

2.3 Incorrect Information

The Purchaser is responsible for the accuracy and completeness of all information provided by the Purchaser to AuCom. The Purchaser shall be responsible for any costs arising from any alteration to the Work due to the discrepancy or error from the information supplied by the Purchaser or Work or specifications previously approved by the Purchaser. Additionally, AuCom shall not be liable for any defects, delays, or damages resulting from inaccurate or incomplete information provided by the Purchaser.

2.4 Responsibility for Approvals

In the absence of agreement between AuCom and the Purchaser to the contrary, it shall be the Purchaser's responsibility to obtain and provide all approvals, licenses or permits necessary for the performance of the Work under these Terms and to ensure that the Goods once manufactured are fit for the Purchaser's intended use. The Purchaser shall indemnify AuCom against all liabilities, costs, expenses, damages, and losses suffered or incurred by AuCom arising out of the Purchaser's failure to obtain such necessary approvals, licenses, or permits.

3. Performance & Tests

3.1 Performance

Any performance figures for Goods provided by AuCom are based on AuCom's experience and are such as AuCom expects to obtain on test. Subject to recognized tolerances applicable to such figures, AuCom shall not be liable for any failure to attain such figures unless AuCom specifically guaranteed them in writing.

Where AuCom has expressly agreed to certain performance guarantees by the Goods but fails to achieve such figures, AuCom shall be entitled to a reasonable time in which to try to achieve the agreed performance guarantee by the Goods. If the Goods achieve those performance guarantees, the Purchaser

shall take delivery of the Goods and unless otherwise agreed, AuCom shall have no liability for the delay (if any) in the delivery of the Goods.

3.2 Inspection and Tests

(a) Where inspection and tests are to be performed by AuCom, they will be performed in accordance with AuCom's standard procedure and will be carried out at the place of manufacture or installation or at such other place as specified by AuCom. All inspections and tests shall be subject to the standard tolerances and testing procedures applied by AuCom, and any deviation from these shall not be considered a defect.

(b) The cost of performing these inspections and tests (and any other test specified in the Offer) is to be borne by AuCom. Any further inspections and/or tests which AuCom performs at the Purchaser's request will be carried out at the Purchaser's expense. AuCom standard procedure tests are available upon request.

(c) If these Terms specifically require that the Purchaser inspects or attends the tests of the Goods, AuCom shall advise the Purchaser when the Goods are ready for such inspection or testing. If the Purchaser does not attend the inspection or testing within seven (7) days of AuCom's notification, AuCom may proceed to make such inspections and/or tests in the absence of the Purchaser and those inspections and/or tests shall be deemed to have been made in the Purchaser's presence. Any claims by the Purchaser related to the inspection or tests shall be deemed waived if not made within five (5) days of the inspection or testing.

(d) AuCom shall not be responsible for any expenses incurred by the Purchaser or Purchaser's representatives in attending any inspections and/or tests.

(e) Subject to clauses 2.3 and 3.1, if during such inspection and/or test, the Work is found to be defective due to faulty design, material or workmanship or the Work is found not to be in accordance with these Terms, AuCom shall make good such defect or failure in accordance with Clause 14.

4. Provision of Work

4.1 Base Date

Without prejudice to any event of Force Majeure or Unforeseen Circumstances; all times offered by AuCom for delivery of the Goods and supply of any other Work shall be calculated from the later of:

- (a) the date that the Purchaser accepts AuCom's Offer;
- (b) the date that AuCom is given all information required under Clause 2.2;
- (c) The date that AuCom is granted the production/manufacturing approval on all the drawings;
- (d) the date that AuCom is given access to the Site;
- (e) the date of receipt of payment of any deposit required by AuCom before AuCom shall commence work; and
- (f) The date that the requirement for payment as requested by AuCom is fulfilled by the Purchaser (e.g. date of officially opening the letter of credit and AuCom's acceptance of the letter of credit).

4.2 Delivery

Delivery of the Goods shall be Ex Works (pursuant to INCOTERMS 2020) unless otherwise stated in the Offer or expressly agreed in writing by AuCom. All times specified for delivery of Goods or the performance of any other work are strictly estimates only and shall not to be construed as binding on AuCom unless expressly incorporated in the Offer or agreed by AuCom in writing. AuCom shall not be liable for any delays in delivery unless explicitly agreed otherwise in writing, and the

Purchaser shall not be entitled to cancel the contract or claim damages due to any such delays.

4.3 Suspension & Extension of Time

Where a delay is caused by a Force Majeure Event or Unforeseen Circumstances resulting in the Goods not being delivered or any other Work not being performed on time, AuCom may make part delivery, suspend delivery or extend the delivery time for the performance of the Work for the period during which the cause of delay operates. All milestone or delivery dates are deemed suspended during the period of the Force Majeure Event or Unforeseen Circumstances and upon the end of the Force Majeure Event or Unforeseen Circumstances shall re-start and any milestone or delivery dates shall be extended to include the period of the Force Majeure Event or Unforeseen Circumstances. AuCom shall not be liable for any costs or damages resulting from such delays or suspensions.

4.4 Storage

If after a period of fourteen (14) days from the date that AuCom notifies the Purchaser that the Goods are ready for delivery to the Site, delivery is delayed or for any reason beyond AuCom's reasonable control, AuCom shall be entitled at AuCom's option to arrange suitable storage at AuCom's premises or elsewhere of the Goods and shall take reasonable measure to protect the Purchaser's interest in the Goods. The Purchaser shall accept and pay all associated costs of storage, insurance, freight, demurrage, handling and other charges upon receipt of any invoice in accordance with clause 13. Such storage shall be at the Purchaser's risk in all respects. If the Goods are damaged or destroyed during such time, the Purchaser's sole remedy or compensation is the proceeds from the said insurance policy and AuCom shall have no liability to the Purchaser for such loss unless such loss is caused by intent or gross negligence by AuCom.

5. Packing & Insurance

5.1 Packing

AuCom shall pack all Goods in accordance with AuCom's customary packing standards and the costs of such packing will be included in the Contract Price. Any special packing required by the Purchaser or deemed necessary by AuCom due to circumstances such as work on Site or delivery delays or interruptions will incur additional charges. These charges will be itemized separately and are payable by the Purchaser upon invoice. AuCom shall not be liable for any damage to the Goods resulting from the Purchaser's failure to request adequate packing for specific transport or storage conditions.

5.2 Insurance

(a) AuCom shall insure Goods until risk passes in accordance with the delivery terms specified in the Offer. The Purchaser acknowledges that this insurance is subject to the standard terms and conditions of AuCom's insurer, and any claims shall be limited to the coverage provided by such insurance. Any special or additional insurance (including under clause 4.4) required by the Purchaser will be charged to and payable by the Purchaser at cost. The Purchaser is solely responsible for obtaining and paying for any additional insurance coverage beyond what is provided by AuCom.

(b) The Purchaser shall maintain adequate insurance coverage for the Goods from the time risk passes to the Purchaser until title passes. This insurance must cover loss or damage due to fire, theft, accidental damage, and other risks that could arise during this period. Upon request, the Purchaser shall provide evidence of

such insurance to AuCom.

6. Commissioning

6.1 General Requirements for Commissioning

Before commissioning begins, the Purchaser must ensure that:

- The site is fully prepared, including completion of all preparatory work and availability of essential utilities (e.g., power, water) necessary for commissioning.
- AuCom personnel are granted unrestricted and safe access to the site, with designated work areas cleared of unrelated personnel and equipment.
- Health and safety regulations and AuCom's safety standards, as well as any requirements outlined in AuCom's Commissioning Manual or Procedures, are followed.
- A representative with full authority to coordinate is appointed by the Purchaser to ensure seamless communication with AuCom.

6.2 Health and Safety Compliance

The Purchaser is responsible for ensuring the site complies with local regulations and AuCom's commissioning applicable guideline, manuals and procedures, including without limitation health and safety standards. Any non-compliance will allow AuCom to suspend work, and the Purchaser will be responsible for any resulting delays or costs.

6.3 Commissioning Services

Commissioning will be conducted as per AuCom's commissioning applicable guidelines. If commissioning services are not included in the original scope, written approval from AuCom is required. The Purchaser will bear any additional costs or timeline changes due to variations or delays.

6.4 Request and Approval of Commissioning

If the Purchaser requires commissioning services that were not included in the original scope of work, such a request must be made in writing and approved by AuCom prior to the commencement of any commissioning activities. AuCom reserves the right to adjust the Contract Price and timeline based on the scope and complexity of the requested commissioning services.

6.5 Fees for Commissioning Services

All fees related to commissioning services, including labor, travel, equipment, and materials, will be charged to the Purchaser at AuCom's applicable rates unless otherwise specified in the Offer or contract. An estimate of these fees will be provided to the Purchaser upon request or prior to the commencement of the commissioning services. The Purchaser shall be responsible for any additional costs incurred due to unforeseen circumstances or changes in the scope of commissioning.

6.6 Timeline for Commissioning

The timeline for completing commissioning services will be mutually agreed upon by both parties in writing, taking into account the readiness of the Site and the availability of AuCom's personnel. Any delays caused by the Purchaser, including but not limited to incomplete preparatory work or lack of access to the Site, may result in a revised timeline and additional fees. AuCom shall not be liable for any delays in the commissioning process caused by factors outside its control.

6.7 Completion and Acceptance

Upon completion of commissioning, AuCom will conduct a final test and inspection of the Goods in the presence of the Purchaser. If the Goods meet the agreed-upon performance criteria, the Purchaser shall sign a Commissioning Certificate to acknowledge acceptance of the commissioning services.

If any issues are identified during commissioning that are

attributable to AuCom, AuCom shall, at its own cost, rectify these issues within a reasonable timeframe. After rectification, AuCom will conduct a further commissioning test to confirm that the issues have been fully resolved, with no additional cost to the Purchaser.

However, if the issues arise due to factors beyond AuCom's control, including but not limited to incomplete site preparation, lack of availability of necessary materials, or errors caused by third-party contractors engaged by the Purchaser, the Purchaser shall be responsible for addressing these issues. Upon resolution, AuCom will perform a further commissioning attempt, with the Purchaser bearing all associated costs for the re-commissioning activities, including additional labor, travel expenses, and any other related fees.

6.8 Post-Commissioning Support

AuCom shall provide post-commissioning support as agreed in the Offer or contract. This may include training for the Purchaser's personnel, provision of operation manuals, and an agreed period of technical support. Any additional support requested by the Purchaser outside the agreed scope will be subject to additional charges at AuCom's prevailing rates.

7. Purchaser's Responsibility

7.1 Preparatory Work

If AuCom has agreed to provide Work on Site, the Purchaser shall prior to the commencement of such Work, at the Purchaser's expense:

- take all necessary measures to ensure that AuCom's Personnel are able to commence Work immediately upon their arrival at the Site;
- ensure that AuCom's Personnel can perform the Work in an uninterrupted manner;
- ensure that all preparatory work including the supply of materials and equipment (which are the responsibility of either the Purchaser or others) is sufficiently complete and/or available to enable AuCom's Personnel to perform the Work;
- ensure that the Site and adjacent area are clear so that AuCom has unimpeded and unrestricted access to the Site;
- ensure adequate power supply terminating at a point to be specified by AuCom including the necessary main switch and fuses all in accordance with the relevant requirements of statutory authorities;
- ensure that AuCom personnel are fully briefed about all applicable health and safety issues of the Site and make available any required health and safety equipment if required by applicable law; and
- do all necessary things to ensure outside influences do not adversely affect the functions of any installed Goods.

Any failure by the Purchaser to comply with these obligations shall entitle AuCom to delay or suspend the commencement or continuation of the Work without liability and to charge the Purchaser for any additional costs or losses incurred, including charges for any delays and work performed outside of AuCom's normal working hours at its then-prevailing rates.

7.2 Auxiliary Goods and Services

The Purchaser shall supply free of charge all auxiliary goods, facilities and services required by AuCom for the performance of the Work including but not limited to the following:

- all unskilled and skilled labour in such numbers and for such periods as are required by AuCom. The Purchaser shall ensure that these personnel receive their instruction from AuCom. However,

the Purchaser agrees that these personnel shall remain under the care and responsibility of the Purchaser who shall ensure that all necessary insurance as required by law or other regulations are in force;

- (b) adequate lighting of all Work areas;
- (c) suitable dry, lockable and secure storage space for the storage of machinery, equipment, materials and tools;
- (d) suitable rooms adjacent to the Site (if required by AuCom) with adequate lighting, washing, toilet and drinking water facilities for use by AuCom's personnel. Under extreme climatic conditions, site facilities are to be either heated or air-conditioned;
- (e) adequate telephone/communication facilities;
- (f) electrical power available at standard local mains voltage from general purpose outlets at suitable locations; and
- (g) main and auxiliary electrical power necessary for the operations of all equipment.

Any delays or additional costs incurred by AuCom due to the Purchaser's failure to provide these auxiliary goods and services shall be borne entirely by the Purchaser.

7.3 Non-Performance of Auxiliary Services

Where the Purchaser does not provide or procure the provision of the goods and services pursuant to Clause 7.1 and 7.2 to the satisfaction of AuCom, AuCom shall be entitled to carry out or procure such goods and services at the expense of the Purchaser provided that the Purchaser has first been informed of the non-compliance and provided further that AuCom first gives the Purchaser an opportunity to remedy the non-compliance where the non-compliance is capable of being remedied.

7.4 Work performed by AuCom Personnel

The Purchaser shall not engage AuCom Personnel for any work not covered under the Offer without obtaining AuCom's prior written approval. In the absence of AuCom's approval, AuCom shall have no responsibility or liability for such work performed. The Purchaser shall indemnify AuCom and AuCom's personnel against any claim, loss damage or liability incurred or suffered by AuCom and/or AuCom Personnel arising from such additional work.

If AuCom approves of such additional work being undertaken, any such work will be charged in accordance with AuCom's applicable rate at the time the work is performed unless otherwise agreed between the Purchaser and AuCom.

7.5 Site Access

Unless otherwise agreed between AuCom and the Purchaser, the Purchaser shall give AuCom at least one month's prior written notice of the date on which access to the Site is available for the performance of the Work. Any delay in providing such notice or access shall entitle AuCom to extend the timeline for the completion of the Work and to recover any additional costs incurred as a result.

8. Purchaser's Representative

The Purchaser shall appoint and provide AuCom with the name, address, telephone number and email of a qualified person authorized to represent and bind the Purchaser prior to the date on which any AuCom Personnel are required on Site. This representative shall have full authority to make decisions on behalf of the Purchaser and shall be readily available to communicate with AuCom. Any delays or additional costs arising from the unavailability of this representative shall be the Purchaser's responsibility.

9. Control of Personnel

AuCom shall have the right to replace any or all of AuCom's Personnel with other suitable personnel at AuCom's expense and discretion at any time. AuCom retains full control over its Personnel and their deployment, and the Purchaser shall not interfere with or direct the activities of AuCom's Personnel without prior written consent from AuCom.

10. Risks

10.1 Risk of Loss & Damage

AuCom and the Purchaser agree that risk of loss or damage to the Goods and Work will pass to the Purchaser as follows:

- (a) Where AuCom and the Purchaser have expressly agreed upon the time that the risk passes, at the time so expressly agreed; or
- (b) Where AuCom and the Purchaser have not expressly agreed upon the time the risk passes, at the time that would be considered as being normal trade practice for the manner in which delivery is actually made; or
- (c) Subject to clauses 10.1(a) and (b), in the absence of express agreement or if there is otherwise any ambiguity as to when risk passes, risk will be deemed to pass when AuCom makes the Goods available to the Purchaser for delivery (within the meaning of the Incoterms 2020 definition of EXW (Ex Works)).

10.2 Purchaser's Equipment

Property in and risk of accidental damage to or loss of equipment and material of any kind provided by the Purchaser shall at all times remain with the Purchaser and AuCom shall bear no liability for such damage or loss, except where such damage or loss has resulted from AuCom's gross negligence or willful misconduct.

11. Title

11.1 Transfer of Title

Title and property in the Goods shall remain with AuCom until such time as full payment is made to AuCom for all amounts owing by the Purchaser and the Purchaser's total indebtedness to AuCom is discharged. Until such time, the Purchaser shall hold the Goods as a fiduciary agent and bailee for AuCom.

11.2 Retention of Title

AuCom may register a security interest, charge or encumbrance over the Goods to better secure AuCom's interest.

If the Purchaser fails to pay for any Goods in accordance with these Terms, then AuCom may recover those Goods from the Purchaser and for that purpose AuCom's Personnel may enter upon the Purchaser's premises in order to effect recovery. The Purchaser irrevocably authorizes AuCom to enter the Purchaser's premises to effect such recovery. AuCom's rights to recover and resell the Goods shall be without prejudice to any other remedies available to AuCom under applicable law. AuCom shall have the right to re-sell or otherwise dispose of the Goods so recovered without reference or notification to the Purchaser.

11.3 Ownership of Goods

While ownership of the Goods remains with AuCom the Purchaser must store the Goods on Site separately and clearly identify them as belonging to AuCom. The Purchaser shall not encumber or transfer the Goods or allow any lien to be created on the Goods while they remain the property of AuCom.

11.4 Applications of Funds

AuCom may apply any payments received from, or on behalf of, the Purchaser in reduction of debt owing by the Purchaser as AuCom thinks fit. The Purchaser waives any right to direct the application of such payments to specific invoices or debts.

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12. Prices and Contract Price Adjustments

12.1 Contract Price Basis

Save for the conditions stipulated upon hereinunder Clause 11, any other applicable provisions in these Terms and Unless otherwise stated in the Offer, the Contract Price is fixed.

12.2 VAT

If Value Added Tax ("VAT") is payable in relation to a Taxable Supply the amount payable by the Purchaser for that Taxable Supply will be the amount payable under these Terms plus VAT. If any tax or tariff or charges (including Customs charges) are payable in relation to the Work, Goods and Services, such tax or tariffs are in addition to the Contract Price (unless otherwise expressly stated in the Offer) and shall be payable by the Purchaser in accordance with Clause 13. The Purchaser shall be solely responsible for any such taxes, tariffs, or charges and shall indemnify AuCom against any liability for the same.

12.3 Cost of Delay or Variation

If the Work is delayed or if the Work is varied by any act or omission of the Purchaser, or the Purchaser's officer, employee, agent, or contractor for whom the Purchaser is responsible, (in addition to any time extensions arising therefrom) AuCom shall notify the Purchaser of any additional costs which may be incurred as a result of such delay or variation which shall be for the Purchaser's account. Such additional costs may include, but are not limited to, increased labor costs, material costs, and overhead expenses.

12.4 Cost of Complying with Law

If after the date of the Offer, the costs to AuCom of performing its obligations under these Terms are varied by reason of the making or amendment of any law, order, regulation or by-law having the force of law, the amount of such variations shall be added to or deducted from the Contract Price, whichever the case may be. AuCom shall provide the Purchaser with written notice of such variations, and the Purchaser shall be obligated to pay any resulting increase in the Contract Price.

12.5 Adjustment for Force Majeure and Unforeseen Circumstances

In the event of Force Majeure or Unforeseen Circumstances that significantly affect the cost of fulfilling the obligations under these Terms, including but not limited to natural disasters, war, terrorism, pandemics, significant fluctuations in currency exchange rates, changes in tariffs, or disruption of supply chains, the following provisions shall apply:

(a) Notification and Consultation: AuCom shall notify the Purchaser as soon as reasonably practicable of the occurrence of the Force Majeure or Unforeseen Circumstance, detailing the nature of the event and its anticipated impact on the performance of the contract, including any impact on costs.

(b) Price Adjustment: If the Force Majeure or Unforeseen Circumstance persists for more than thirty (30) days, AuCom may propose a reasonable adjustment to the Contract Price to reflect the change in cost of performance. This adjustment may be an increase or decrease depending on the nature of the impact on costs.

(c) Negotiation and Agreement: The Purchaser and AuCom shall negotiate in good faith to agree upon the proposed price adjustment. If the parties agree on a revised Contract Price, such adjustment shall be documented in writing and signed by both parties.

(d) Failure to Agree: If the parties cannot agree on an adjustment within thirty (30) days after AuCom's initial notification, either

party may refer the matter to mediation or, failing mediation, to binding arbitration.

(e) Continuation of Performance: Unless otherwise agreed, AuCom shall continue to perform its obligations under the contract during the negotiations, provided that the Purchaser continues to make payments based on the original Contract Price. Any adjustments agreed upon shall be applied retroactively to the date of the Force Majeure or Unforeseen event.

(f) Limitation: This clause shall not relieve either party of its obligations to perform under the contract, except to the extent that performance is rendered impossible by the Force Majeure or Unforeseen Circumstance.

13. Payment

13.1 Payment of Invoices

(a) The Purchaser shall pay AuCom all invoiced amounts in full not later than thirty (30) days after the date of invoice even if Goods may be part delivered or any Work may not have been completed. Invoices for Goods may be issued when Goods are delivered or are available for delivery. Where these Terms provide for the provision of services, additional invoices for those services may be issued after the services have been performed.

(b) All payments must be made via bank transfer, or any other method expressly agreed upon in writing by AuCom. The Purchaser shall bear all costs associated with the chosen payment method, including any transaction fees.

(c) The provision of any extension of credit facilities shall be at the discretion of AuCom and is subject to prior written approval by AuCom. AuCom reserves the right to withdraw credit facilities at any time prior to delivery or completion of the Work.

13.2 Payment by Letter of Credit

In case AuCom prior expressly agreed upon in writing that the payment will be via Letter of Credit, the Letter of Credits requirements of AuCom shall apply. Those requirements to be shared by AuCom and including without limitation the following:

a. Establishment of Letter of Credit:

i. The Purchaser shall open an irrevocable and confirmed Letter of Credit in favor of AuCom ("Beneficiary") within thirty (30) days from the date of acceptance of the Offer by the Purchaser or as otherwise agreed in writing. The Letter of Credit must be issued in a format prior acceptable to AuCom. Upon request, the Purchaser must share the final draft of the Letter of Credit with AuCom prior to its issuance.

ii. The Letter of Credit shall be issued by a reputable and internationally recognized bank prior acceptable to AuCom and shall comply with the Uniform Customs and Practice for Documentary Credits (UCP 600), latest revision.

b. Terms of the Letter of Credit:

i. Unless otherwise agreed prior in writing; the Letter of Credit shall be payable at sight against presentation of the shipping documents and any other documents specified in the Offer, including but not limited to the commercial invoice, bill of lading, packing list, and any applicable certificates of origin.

ii. The Letter of Credit shall allow for part shipments and transshipments, unless otherwise agreed in writing.

iii. All bank charges outside the Beneficiary's country shall be for the account of the Purchaser.

c. Amendments and Extensions:

i. Any amendments or extensions to the Letter of Credit requested by the Purchaser must be agreed upon in writing by AuCom and shall be at the Purchaser's expense and should be executed prior

to shipment.

ii. The Purchaser shall ensure that the validity of the Letter of Credit is extended in case of any delays in delivery or shipment.

d. Non-Compliance:

i. If the Purchaser fails to open the Letter of Credit within the stipulated time, AuCom reserves the right to suspend performance of its obligations under the contract until such time as the Letter of Credit is duly opened and confirmed.

ii. Any costs or damages incurred by AuCom due to the delay in opening the Letter of Credit shall be borne by the Purchaser.

e. Discrepancies and Disputes:

Any discrepancies identified in the Letter of Credit that are not in accordance with the agreed terms must be rectified by the Purchaser at its own expense within seven (7) days of notification by AuCom. In the event of any disputes arising from the Letter of Credit, the parties agree to resolve such disputes in accordance with the dispute resolution mechanism outlined in these Terms.

f. No Additional Approval Requirements

i. The Purchaser acknowledges that no additional approval, counter-signature, or document requirements shall be imposed on AuCom from the Purchaser or any third-party consultant for the release of payments under the Letter of Credit.

ii. The only documents required for payment under the LC shall be those explicitly agreed upon in the LC terms, such as shipping documents, invoices, and any other documents specified by AuCom.

Any attempt to introduce new approval requirements, conditions, or signatures from the Purchaser or Consultant that delay or impede payment under the LC will be considered a breach of contract.

13.3 Delay or Default in Payment

(a) If the Purchaser fails to make any payment due to AuCom, AuCom shall have the right, in addition to all other rights to which AuCom is entitled at law, to charge interest on the overdue amount at the rate of 9% per annum above the base rate published by the German Central Bank calculated on a daily basis from the due date to the actual date of receipt of full and final payment. Such interest shall accrue without the need for a formal demand for payment and shall be payable by the Purchaser on demand.

(b) Any payment by the Purchaser shall be credited first against any interest so accrued and the balance of payment (if any), shall be applied in reduction of the outstanding balance of the Contract Price and any costs incurred in procuring payment. If any payment due to AuCom is delayed, AuCom may without any liability to the Purchaser and without prejudice to any other rights, defer the Work at its sole discretion or cancel any outstanding balance of the Offer. The Purchaser shall indemnify AuCom against any losses, costs, or expenses incurred as a result of such deferral or cancellation, including loss of profit.

(c) AuCom shall not be obligated to commence or continue the production of Goods until the Purchaser has fulfilled all payment obligations as stipulated in these Terms, including but not limited to the establishment of an irrevocable and confirmed Letter of Credit, payment of any deposits, or any other agreed-upon payment method. If the Purchaser fails to meet these obligations, AuCom reserves the right to delay or suspend production without liability for any resulting delays or losses.

(d) In the event that any payment due to AuCom, whether secured by a Letter of Credit or through other agreed payment terms, is not received by the due date, AuCom may, at its sole discretion, suspend all production activities until such payment is

made in full. Any suspension of production under this clause will result in an automatic extension of the delivery timelines. Furthermore, if delivery of Goods or suspension of production is delayed due to such payment default, the provisions of Clause 4.4 regarding storage, risk, and additional costs shall apply, and the Purchaser shall bear all associated risks and costs, including but not limited to storage fees, insurance, and handling charges.

14. Warranty

14.1 Defect Liability

Subject to this clause 14.1 and clause 14.6, AuCom warrants to the Purchaser that the Goods will be free from faulty design, material and workmanship during the Warranty Period. Warranty Period means (unless otherwise stated) in respect of all Goods supplied under these Terms;

(a) twelve (12) months from the date of installation of the Goods; or

(b) eighteen (18) months after Delivery, whichever occurs first. The above warranty will not apply if:

(a) the Goods have not been handled, stored, operated, repaired and/or maintained strictly in accordance with AuCom's operating manuals and instructions;

(b) the defects are caused by the use of any material or lubricants not authorized by AuCom;

(c) any civil or mechanical work have been performed on the Goods or affecting the Goods and such work was not approved by AuCom;

(d) the Goods are used in unsuitable environmental, chemical, electrochemical, electromagnetic and/or electrical conditions not approved by AuCom or outside of AuCom's design and use parameters;

(e) the defects resulted from a design specified by the Purchaser or the use of materials specified by the Purchaser;

(f) the defects arose as a consequence of normal fair wear and tear.

AuCom is not obliged to meet any warranty obligations if AuCom is not notified in writing within reasonable time of the alleged defect occurring and within the Warranty Period or if the Purchaser has not fully met all of the Purchaser's contractual obligations.

In addition, AuCom shall not be obliged to meet any warranty obligation in relation to repairs or replacement of goods of a consumable nature, goods liable to deterioration, or those having a low rated service life such as electric lamps, rubber items, batteries, films chemicals vacuums elements, crystals, glass, electronic valves. Unless otherwise expressly agreed by AuCom in writing, the only warranties applicable to the Goods, Services and the Work are set out in these Terms and all other warranties or guarantees (whether implied or otherwise) are, to the fullest extent permitted by law, excluded or negated.

14.2 Repair or Replacement

(a) Where any defects of the type referred to in clause 14.1 arise during the Warranty Period, AuCom shall at its option make good the defect by repair or supply replacement Goods.

(b) Any credits provided by AuCom for defective Goods will be based upon the original Contract Price of the Goods charged to the Purchaser.

(c) In the event of a valid warranty claim, AuCom shall bear all costs associated with the delivery of replacement parts in accordance with the applicable agreed upon Incoterms. The Purchaser agrees to cooperate with AuCom in all procedures

necessary for the smooth delivery of such replacement parts, including but not limited to:

- Providing assistance with any customs clearance procedures.
- Supplying necessary documentation or information required by local authorities.
- Facilitating access to the site for the delivery or installation of replacement parts, if required.

Any delays or additional costs arising from the Purchaser's failure to provide such support will not be borne by AuCom.

14.3 Return of Defective Parts

If the Purchaser notifies AuCom of an alleged defect and AuCom having considered the matter is of the view that the defect is covered by the warranty in clause 14.1, the Purchaser shall, if AuCom so requires, promptly and at AuCom's expense and risk, return the defective Goods to the factory as specified by AuCom for repair. The Purchaser shall remove the defective part(s) and install any repaired or replacement part(s) at AuCom's expense. All removed defective parts(s) shall become property of AuCom upon their removal.

14.4 Claims

To the fullest extent permitted by law:

- no claim that any Goods are visibly defective or damaged on delivery shall be recognized unless made in writing without undue delay after receipt of delivery;
- no Goods may be returned to AuCom unless AuCom has previously agreed in writing to such return and the Purchaser has fully observed any conditions AuCom prescribes;
- AuCom will not accept any Goods that have been specially procured for the Purchaser; and
- Under no circumstances shall AuCom be liable to pay compensation for any injury, loss or damage sustained by the Purchaser of the Goods howsoever arising, unless such injury, loss or damage is caused by AuCom's willful misconduct or gross negligence.

14.5 United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980)

The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) is excluded in its entirety.

14.6 Definition of Warranty

Warranty and warrant shall refer the ordinary obligation of a seller to supply goods free from defects (in German "*Haftung für Mängel*") and shall not be construed as a guarantee for certain features of the goods (in German "*Garantie für die Beschaffenheit der Sache*").

15. Spare Parts

15.1 Supply of Spare Parts

AuCom may agree to supply spare parts for the Goods as may be requested by the Purchaser, subject to availability and within a reasonable time frame.

15.2 Order and Delivery

All orders for spare parts must be made in writing by the Purchaser and are subject to acceptance by AuCom. Delivery of spare parts shall be Ex Works (pursuant to INCOTERMS 2020) unless otherwise stated in the Offer or expressly agreed in writing by AuCom.

15.3 Costs Associated with Spare Parts

Unless otherwise agreed in writing, the Purchaser shall bear all costs associated with the delivery of spare parts. These costs include, but are not limited to, packing, freight, insurance, and any

other additional charges that may arise in relation to the transportation of the spare parts from AuCom's premises to the Purchaser's designated location.

15.4 Risk and Title

Risk of loss or damage to the spare parts shall pass to the Purchaser upon delivery as per the agreed delivery terms. Title to the spare parts shall pass to the Purchaser only upon full payment of the price of the spare parts and any associated delivery costs.

15.5 Warranty of Spare Parts

Spare parts supplied by AuCom shall be covered by a warranty for a period of six (6) months from the date of delivery, subject to the terms and conditions of the original warranty provided with the Goods. This warranty covers defects in materials and workmanship under normal use and service.

15.6 Return and Replacement

Any spare parts found to be defective within the warranty period must be reported to AuCom in writing immediately once discovered. AuCom will, at its discretion, repair or replace defective spare parts, or issue a credit note for the defective part.

16. Limitation of Liability of AuCom

16.1 Unless otherwise provided for by these Terms or by a written agreement between AuCom and the Purchaser, AuCom shall be liable for breach of contractual and non-contractual obligations pursuant to applicable statutory law.

16.2 AuCom shall be liable to pay damages - irrespective of the legal basis - in case of intent or gross negligence. AuCom's liability in case of simple negligence is limited to (a) damages resulting from the injury to life, body or health and (b) damages resulting from breach of a material contractual duty (a duty the compliance of which makes the proper execution of the contract possible in the first place and on which the contracting partner regularly relies and may rely); in the latter case (b), AuCom's liability, however, is limited to the compensation of the foreseeable, typically caused damages.

16.3 If AuCom is liable for simple negligence, the duty to pay damages for material damage and further pecuniary losses resulting therefrom shall be limited to the lesser of the order value or the sum insured under the respective liability insurance of AuCom even if material contractual duties have been breached. The insured sum per claim amounts to EUR10,000,000 (ten million) lump-sum for damages to persons or other damages (material damages or pecuniary loss).

16.4 The Purchaser is obliged to take appropriate measures to ward off or mitigate damages.

16.5 Claims of the Purchaser shall be excluded which arise due to a renewed usage and/or reconditioning of the Equipment. This exclusion applies irrespective of whether such usage or reconditioning was carried out by the Purchaser or a third party.

16.6 Under no circumstances shall AuCom be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of business opportunities, or loss of data, arising out of or in connection with this Terms, even if AuCom has been advised of the possibility of such damages.

17. Intellectual Property

17.1 Ownership and Use of Intellectual Property

(a) All intellectual property rights relating to the Work shall remain the absolute property of AuCom and the Purchaser shall not without AuCom's prior written consent, reverse engineer or reproduce in any form any intellectual property supplied

by AuCom as part of the Work or allow others to do so. Any unauthorized use or reproduction of AuCom's intellectual property shall be considered a material breach of these Terms, entitling AuCom to seek injunctive relief and claim damages.

(b) If the Purchaser receives a claim that any Goods supplied by AuCom infringe any third party intellectual property rights (except if the Goods are based on a design specified by the Purchaser), the Purchaser shall:

- give prompt written notice of the claim to AuCom;
- not make any admission or prejudicing the defence of the claim or AuCom's ability to negotiate a satisfactory settlement; and
- allow AuCom the opportunity to control, at AuCom's expense, the conduct of the defense and any negotiations for the settlement of the claim.

Subject to clause 17.1 (b), AuCom's liability for claims for the infringement of intellectual property rights shall be limited to AuCom at its own expense to either replacing or modifying the Goods with a non-infringing part or procuring for the Purchaser the right to use such a part. AuCom shall not be liable for any further claims, damages, or losses arising from such an infringement.

17.2 Design and Instructions issued by the Purchaser

The Purchaser warrants that any design, materials, documents or instructions provided or given by the Purchaser to AuCom shall not cause AuCom to infringe any intellectual property rights of any third party in the execution of the Work. The Purchaser shall indemnify and hold AuCom harmless against any claims, damages, or expenses arising from such an infringement, including but not limited to legal fees and costs.

18. Use of Software

(a) If any software is required to enable use of any Goods ("Software"), the Purchaser is granted a non-exclusive, non-transferable license to use the Software in conjunction with those Goods and where required to do so by AuCom the Purchaser shall sign a license agreement prior to delivery of the Software to the Purchaser or at such other time as specified by AuCom. Any unauthorized use or distribution of the Software will constitute a material breach of the license agreement and these Terms.

(b) For clarity, title and ownership in the Software shall not transfer to the Purchaser. The Purchaser shall not reproduce in any manner any Software or make the software available to any third parties without the prior written consent of AuCom.

(c) AuCom reserves the right to charge for additional software, updates and new releases of the existing Software. The Purchaser shall be responsible for ensuring that any updates or new releases provided by AuCom are properly installed and implemented.

(d) Any service software installed in the Goods for servicing purposes shall remain the property of AuCom. If the Purchaser or any third party performs service work on the Goods, AuCom reserves the right to charge for the use of such service software. The Purchaser shall not use the service software for any purpose other than servicing the specific Goods for which it was provided, and shall not allow any third party to access or use the service software without AuCom's prior written consent.

19. Confidentiality

19.1 Maintenance of Confidentiality

Subject to clause 19.2, each party must keep confidential the Confidential Information of the other party and must not furnish or disclose it to any other person without the prior written

consent of the party furnishing the Confidential Information. This obligation applies to all forms of communication, including oral, written, and electronic forms of Confidential Information.

19.2 Exceptions to Confidentiality Obligations

A party may disclose Confidential Information:

- (a) to any officers or employees of a party who have a need to know for the purposes of performing the Work, the Goods and the Services;
- (b) which is in the public domain other than as a result of any breach of confidentiality obligations; or
- (c) to the extent that such disclosure is required by law to be disclosed.
- (d) Disclosure of payment history, defaults, delays, or any other relevant financial information to credit insurance providers engaged by AuCom, as provided under Clause 24.3 (Irrevocable Authorization for Disclosure to Credit Insurance Providers).

The disclosing party shall notify the other party promptly if it becomes aware of any unauthorized disclosure of Confidential Information.

19.3 This confidentiality obligation shall survive the expiration or termination of the Contract for 5 years from the date of such expiration or termination.

20. Data Protection

20.1 The Parties shall comply with all applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the German Federal Data Protection Act (Bundesdatenschutzgesetz, "BDSG"). Each party shall be responsible for ensuring that its own data protection practices and those of any third parties it engages comply with these laws.

20.2 The Purchaser is obliged to ensure that all necessary legal prerequisites, such as obtaining consent from data subjects, are in place to allow AuCom to deliver the Supplies in compliance with applicable data protection laws. The Purchaser shall ensure that any personal data shared with AuCom is processed lawfully, transparently, and in a manner that respects the rights of data subjects.

20.3 The Purchaser shall take all reasonable measures to prevent the unnecessary exposure of personal data or trade secrets to AuCom during the delivery of Supplies. Where the exposure of personal data cannot be avoided, the Purchaser shall notify AuCom in writing in advance, providing sufficient details to allow for a risk assessment. The Purchaser shall ensure that any exposed data is minimized and adequately protected during the delivery of Supplies.

20.4 In cases where AuCom is required to process personal data on behalf of the Purchaser, the Parties shall enter into a Data Processing Agreement ("DPA") that meets the requirements of Article 28 GDPR. This agreement will specify the scope, nature, and purpose of the processing, the duration of the processing, and the types of personal data involved.

20.5 The Purchaser shall ensure that appropriate technical and organizational measures are in place to protect personal data from unauthorized access, loss, or disclosure during the provision of Supplies. Both Parties shall cooperate to ensure that personal data is handled in a secure and compliant manner. AuCom reserves the right to suspend the provision of Supplies if it reasonably believes that the Purchaser's data protection measures are inadequate or pose a risk to the security of personal data.

20.6 The Purchaser shall indemnify and hold AuCom harmless from any claims, damages, or penalties arising from the Purchaser's failure to comply with its data protection obligations,

including but not limited to the failure to obtain necessary consents or to prevent unauthorized access to personal data. This indemnity shall extend to all legal fees and costs incurred by AuCom in defending such claims.

21. Marketing and Publicity

21.1 The Purchaser grants AuCom a non-exclusive, royalty-free license to use the Purchaser's name, logo, and other branding elements in AuCom's marketing materials, including but not limited to brochures, websites, presentations, case studies, and social media platforms. AuCom agrees to use these branding elements in a manner that is consistent with the Purchaser's brand guidelines, provided such guidelines are communicated to AuCom in writing.

21.2 AuCom reserves the right to publicize its involvement in the project and to use the Purchaser's project as a reference for marketing purposes. This includes, but is not limited to, the right to mention the Purchaser and the project in press releases, advertising, and other promotional materials. AuCom will not disclose any confidential or proprietary information of the Purchaser without prior written consent.

22. Defaults & Insolvency Events

22.1 Defaults

AuCom may immediately suspend, delay or cancel the performance of the Work (or any part of it) if the Purchaser commits a breach of these Terms or if the breach is capable of being remedied, the Purchaser does not satisfactorily remedy such breach within fourteen (14) days after receiving written notice of the breach. AuCom's right to suspend, delay, or cancel the Work shall be in addition to any other remedies available under these Terms or applicable law, and AuCom shall not be liable for any costs or damages incurred by the Purchaser as a result of such suspension, delay, or cancellation.

22.2 Insolvency Event

If an Insolvency Event occurs then AuCom may, at AuCom's options and without prejudice to any other rights AuCom may have under these Terms or at law:

- (a) suspend, delay or cancel the performance of the Work or any part of it, or require advance payment; and
- (b) retain any security given or monies paid by the Purchaser and apply this against the assessed loss and damages incurred by AuCom in the performance of the Work, Services or the Goods.

22.3 Cross-Default:

A default by the Purchaser under any other agreement or contract with AuCom or any of its affiliates shall be deemed a default under these Terms. Upon such a default, AuCom reserves the right to exercise any and all remedies available under these Terms, including suspension or termination of the Work, or acceleration of payments due, without prejudice to any other rights AuCom may have under law or contract.

23. Trade Embargoes

If any national or international foreign trade or customs requirement or any embargos or other sanctions prevent AuCom complying with its obligations under these Terms, AuCom is not required to perform such obligations and may without any liability to the Purchaser whatsoever, terminate the Work, the manufacture of the Goods or the performance of the Services, by written notice. AuCom shall not be liable for any costs, damages, or losses incurred by the Purchaser as a result of such termination.

24. Use of Information

(a) The Purchaser agrees that AuCom may obtain information about the Purchaser from the Purchaser or any other person and any credit or debt collection agencies in the course of AuCom's business, including credit assessment, debt collecting and direct marketing activities, and the Purchaser consents to any person providing AuCom with such information.

(b) The Purchaser must notify AuCom of any change in circumstances that may affect the accuracy of the information provided by the Purchaser to AuCom. The Purchaser shall indemnify AuCom against any claims, damages, or penalties arising from the Purchaser's failure to provide accurate and up-to-date information.

(c) The Purchaser irrevocably authorizes AuCom to disclose any payment-related information, including defaults, delays, and outstanding debts, to credit insurance providers engaged by AuCom. AuCom may do so without prior notification, and this authorization cannot be rescinded. The Purchaser acknowledges that such disclosures may impact their credit standing and agrees that AuCom shall not be liable for any resulting consequences. The Purchaser indemnifies AuCom against any claims or losses arising from these disclosures, provided they are made in good faith. Notwithstanding Clause 19 (Confidentiality), these disclosures shall not constitute a breach of confidentiality.

25. Restriction on export and use of Goods

(a) The Purchaser acknowledges and agrees that any supply of Goods under these Terms shall be subject to all applicable domestic and/or foreign laws and regulations regarding export control and import control, which shall be applicable according to the wording valid at the time. The Purchaser shall neither directly nor indirectly export, re-export nor import any supply from or provided by AuCom in violation of applicable laws and regulations. The Purchaser acknowledges and agrees that the Goods are provided solely for civil use and will not be used for any purpose prohibited by applicable domestic and/or foreign laws and regulations including, but not limited to, nuclear, chemical or biological weapons proliferation, or development of missile technology.

(b) The Purchaser shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with these Terms that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(c) The Purchaser shall undertake its best efforts to ensure that the purpose of paragraphs (a) and (b) are not frustrated by any third parties further down the commercial chain, including by possible resellers. This includes implementing robust due diligence processes to verify the end-use and end-user of the Goods.

(d) The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraphs (a) and (b). The Purchaser shall promptly inform AuCom of any detected risks or breaches.

(e) Any violation of paragraphs (a), (b), (c) or (d) shall constitute a material breach of an essential element of these Terms, and AuCom shall be entitled to seek appropriate remedies, including, but not limited to:

- Termination of those Terms; and
- A penalty of ten (10) % of the total value of the Works or

price of the goods exported, whichever is higher. This penalty is intended as liquidated damages for the breach and does not preclude AuCom from seeking additional damages or remedies as permitted by law.

(f) The Purchaser shall immediately inform AuCom about any problems in applying paragraphs (a), (b) or (c) including any relevant activities by third parties that could frustrate the purpose of paragraph (b). The Purchaser shall make available to the AuCom information concerning compliance with the obligations under paragraphs (a), (b), and (c) within two weeks of the simple request for such information. Failure to provide such information upon request shall be considered a breach of these Terms, entitling AuCom to take appropriate action.

(g) If the Goods supplied under this Terms include any items classified as 'dual-use' under EU Regulation 2021/821, the Purchaser agrees to comply with all applicable export control laws and obtain any necessary licenses or approvals before exporting such Goods. The Purchaser shall provide AuCom with all necessary information to comply with export control obligations.

(h) The Purchaser is responsible for ensuring that the end user:

- Will not use the goods for any purposes related to military applications, weapons of mass destruction, or any other prohibited uses under applicable export control laws.
- Will not transfer, export, or re-export the goods to any country, entity, or individual subject to sanctions or trade embargoes without proper authorization.
- Provides any necessary End-Use Certificates (EUC) or similar documentation as required by AuCom, confirming the goods will be used in compliance with export laws.

The Purchaser shall indemnify and hold AuCom harmless from any penalties, losses, or damages resulting from the end user's failure to comply with the above export control requirements.

26. Anti-Corruption and Anti-Bribery Compliance

The Purchaser and AuCom shall comply with all applicable anti-corruption and anti-bribery laws, including the German Criminal Code (Strafgesetzbuch, StGB). Both parties shall take all necessary steps to prevent corruption, bribery, and unethical practices in the execution of this Terms. Any breach of this clause shall be considered a material breach, entitling the non-breaching party to terminate the Terms immediately.

27. Compliance with Environmental and EU Regulations

The Purchaser and AuCom shall comply with all applicable environmental laws and regulations in the performance of this Terms, including the EU's REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) regulation, RoHS (Restriction of Hazardous Substances) directive, and the Waste Electrical and Electronic Equipment (WEEE) directive. Both parties agree to cooperate in providing necessary information and documentation to ensure compliance. The Purchaser shall also ensure that its suppliers and subcontractors adhere to these regulations, and shall indemnify AuCom against any breach of such compliance requirements.

Both parties shall comply with all applicable EU regulations that may affect the performance of this Terms, including competition law, data protection, product safety, and environmental law.

Any failure to comply with these regulations shall be considered a material breach of this Terms.

28. Product Liability Compliance

AuCom and the Purchaser shall comply with the German Product Liability Act (Produkthaftungsgesetz) and EU product safety directives, including CE marking requirements. The Purchaser agrees to provide AuCom with all necessary information to ensure compliance with these obligations when applicable.

29. Corporate Social Responsibility (CSR) and Supply Chain Transparency

AuCom and the Purchaser agree to adhere to the principles of corporate social responsibility, including respecting human rights, fair labor practices, and environmental sustainability. The Purchaser shall provide transparency regarding its supply chain and cooperate with AuCom in ensuring that all suppliers meet these standards.

30. Authorized Signatories

(a) Requirement for Authorized Signatures All documents, agreements, amendments, and any other written communication that requires a signature from the Purchaser under these Terms must be signed by a duly authorized signatory of the Purchaser. The Purchaser warrants that any person signing documents on its behalf is properly authorized to do so and has the full power and authority to bind the Purchaser to the terms of such documents.

(b) Verification of Authority AuCom reserves the right to request proof of the authority of any person signing documents on behalf of the Purchaser. The Purchaser shall provide such proof promptly upon request. If the Purchaser fails to provide satisfactory evidence of such authority, AuCom may, at its sole discretion, suspend or delay performance of the Work until such verification is provided.

(c) Consequences of Unauthorized Signatures Any document signed by a person who is not a duly authorized signatory of the Purchaser shall be deemed null and void. The Purchaser shall indemnify and hold AuCom harmless against any claims, damages, or losses arising from the execution of documents by unauthorized persons.

31. Legalization of Documents

(a) Any costs or fees associated with the legalization, notarization, or authentication of documents required for the performance of the Work or to fulfil contractual obligations under this Terms shall be borne by the Purchaser. This includes, but is not limited to, the costs for notarizing documents, obtaining apostilles, or any other legalization procedures required by the Purchaser or by law in any relevant jurisdiction.

(b) If the Purchaser requires AuCom to handle the legalization of documents, AuCom shall inform the Purchaser of the associated costs and fees in advance. The Purchaser must approve these costs and fees in writing before AuCom proceeds with the legalization process.

(c) Any such costs and fees incurred by AuCom on behalf of the Purchaser shall be reimbursed by the Purchaser upon presentation of the relevant invoices or receipts.

(d) AuCom shall not be held liable for any delays in the performance of the Work that arise from the time taken to legalize, notarize, or authenticate documents. Any such delays shall entitle AuCom to an extension of time for the completion of its obligations under this Terms.

32. General

32.1 Terms Part of Offer

These Terms form part of the Offer in which they are referred to

or to which they are attached. The Purchaser's acceptance of the Offer constitutes acceptance of these Terms in their entirety.

32.2 Precedence

If there is any inconsistency or variance between the Offer and these Terms then the Offer shall prevail. Moreover, in cases where the Offer is silent on a matter, these Terms shall govern.

32.3 Variation of Terms

Notwithstanding any acceptance by the Purchaser of any Offer from AuCom that may contain any provision inconsistent with or purporting to vary or reject any of these Terms, any contract arising from any such acceptance shall be subject to these Terms unless and to the extent only that AuCom expressly agrees otherwise in writing.

32.4 Additional Documentation or Verbal Matter to be confirmed

No documentation, correspondence, verbal agreement or conversation shall form part of, affect or modify any aspect of the Offer or Terms unless otherwise agreed by AuCom in writing. The Purchaser acknowledges that it is not relying on any representations, warranties, or statements that are not expressly included in the Offer or these Terms.

32.5 Separable Portions

These Terms shall apply to any separable portions of the Work. Each portion of the Work that is separable will be treated independently for the purposes of these Terms, including but not limited to payment, performance, and liability.

32.6 Waiver

A failure or delay in exercising any right, power or remedy by a party does not operate as a waiver. A single or partial exercise of a waiver does not prevent any other or a further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing. Any waiver granted by AuCom shall not be construed as a waiver of any subsequent breach or default by the Purchaser.

32.7 Governing Law

In the absence of agreement to the contrary, it is agreed that any agreement incorporating these Terms shall be governed by and construed in accordance with the laws of Germany. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded and shall not apply.

If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) Business Days after the giving of notice.

If the dispute is not resolved within thirty (30) Business Days after the giving of notice, or such later date as may be mutually agreed, either party may refer the dispute to mediation, such independent mediator to be appointed by the acting president of the IHK Nord Westfalen at Münster, Westfalen and the mediation must be conducted in Münster, Westfalen. Unless the parties agree otherwise, the mediation shall conclude (or be deemed to have concluded) by the forty fifth (45th) Business Day from the date of the receipt of the written notice. The costs of the mediation shall be borne equally by the parties, unless otherwise agreed in writing. If either party refuses to participate in mediation or fails to appoint a mediator, the other party may proceed with initiating legal proceedings in the courts of Münster, Westfalen, without further delay.

If the dispute remains unresolved after mediation, either party may initiate legal proceedings in the courts of Münster, Westfalen.

Notwithstanding the initiation of any dispute resolution procedure, AuCom reserves the right to seek injunctive relief or any other urgent legal remedy in any court of competent jurisdiction if it deems necessary to protect its interests.

32.8 Survival

All provisions of these Terms, which are capable of having effect after the termination of these Terms, shall remain in full force and effect despite any termination of these Terms. This includes, but is not limited to, provisions relating to confidentiality, intellectual property, indemnities, and limitations of liability.

32.9 Notices

(a) All notices given by a party pursuant to these Terms must be in writing and must be delivered by prepaid post, by hand, or via e-mail to the last known address of the other party.

(b) A notice shall be deemed to be duly delivered:

- in the case of delivery by hand, when delivered;
- in the case of delivery by post, two (2) Business Days after the date of posting (if posted to an address in the same country) or seven (7) Business Days after the date of posting (if posted to an address in another country); or
- in the case of email, when the email has been sent to the correct email address without a bounce-back notification, provided that a copy of the notice is also sent by prepaid post.

(c) If a notice is delivered on a day, which is not a Business Day in the place which the notice is delivered, or the notice is delivered after 4 p.m. in that place, the notice will be deemed to be delivered on the next Business Day in that place.

32.10 Severance

If any provision of these Terms is held to be illegal, invalid or unenforceable by a court of law or other competent authority that provision shall be severed and all other provisions of these Terms shall continue in full force and effect. The parties shall endeavor to replace any such severed provision with a valid and enforceable provision that reflects the original intent of the severed provision.

32.11 Amendment

No amendment or variation of these Terms shall be valid or binding unless made in writing and signed by the parties hereto. This also applies to changes to this requirement of written form. Any purported amendment or variation not made in accordance with this clause shall be null and void.

32.12 Involvement of Parent and Sister Companies

a) AuCom may engage its parent company, any sister companies, or other affiliates (collectively referred to as "Affiliates") to perform all or part of the Work, supply Goods, or provide Services under this Terms.

b) Notwithstanding any involvement of its Affiliates, AuCom shall remain fully responsible and liable for the performance of all obligations under this Terms. The Purchaser's rights and remedies under this Terms shall not be affected or diminished by the involvement of any Affiliate.

c) Upon the Purchaser's written request, AuCom shall disclose the identity of any Affiliate engaged to perform work under this Terms. AuCom shall ensure that any Affiliate performing work is fully qualified and capable of meeting the obligations set forth in this Terms.

d) The Purchaser acknowledges that its contractual relationship is solely with AuCom and that it has no direct contractual relationship with AuCom's Affiliates. The Purchaser shall not pursue any claims or legal action directly against any

Affiliate, but rather shall address all claims, concerns, or disputes to AuCom.

e) If any portion of the Work, Goods, or Services is performed by an Affiliate, AuCom shall ensure that such Affiliate complies with all terms and conditions of this Terms as if such Affiliate were AuCom.

32.13 Subcontract

AuCom may subcontract the Works, Goods or Services (or any part of it) without the prior approval of or notification to the Purchaser, however AuCom will continue to be responsible of the performance of its obligations under these Terms. The use of subcontractors shall not affect AuCom's obligations, liabilities, or responsibilities under these Terms, and AuCom shall remain the primary point of contact for the Purchaser.

32.14 Assignment

The Purchaser shall not assign (or attempt to assign) any part of its obligations under these Terms to any third party without the prior written approval of AuCom. Any such attempted assignment without prior written approval shall be void and of no effect. AuCom may assign any of its rights to any third parties without the prior approval of the Purchaser.

32.15 Interpretation

- (a) A reference to these Terms or any other document includes any variations or replacement of them;
- (b) A reference to a clause is a reference to a clause of these Terms;
- (c) Headings are for ease of reference and do not affect interpretations;
- (d) The singular includes the plural and vice versa; and
- (e) A reference to a statute includes regulations under it and consultations, amendments, re-enactments or replacement of any of them.

32.16 Definitions

AuCom means the relevant AuCom company stated in the Offer and if it is unstated or unclear then "AuCom" means AuCom MCS GmbH & Co. KG.

Business Day means Monday to Friday excluding public holidays at the place where the Work is being performed.

Confidential Information means any non-public, proprietary, or sensitive information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether in written, oral, electronic, or other forms, in connection with this Terms. This includes, but is not limited to, business strategies, pricing information, customer data, designs, technical specifications, trade secrets, and any other information that, by its nature or the circumstances of its disclosure, should reasonably be understood to be confidential.

Contract Price means the amount payable by the Purchaser to AuCom under these Terms as may be varied in accordance with these Terms.

Force Majeure Event means any cause beyond the reasonable control of AuCom including without limitation Acts of God, earthquakes, volcano eruptions, acts of war, acts of terrorism, acts of piracy, blockades, epidemics, pandemics, strikes or lockouts, embargoes, trade restrictions, currency restrictions, import restrictions, lack of raw materials, radioactivity or nuclear contamination,

Goods means all goods, materials and equipment which AuCom supplies to the Purchaser as part of the Work under these Terms.

Insolvency Event means the Purchaser:

has an application or order made, proceedings commenced, a resolution passed, an application to a court made or other steps

taken against or in respect of it for its winding up or dissolution or for it to enter into an arrangement, compromise or composition with or assignment for the benefit of creditors, a class of them or any of them;

(a) has a liquidator, statutory manager, receiver, receiver and manager, administrator, or similar officer appointed to all or any of its assets or undertakings; or

(b) in the case of any individual, commits an act of bankruptcy; or
any event occurs which, under the laws of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed above.

Normal Working Hours means work performed between 9am to 5pm Monday to Friday.

Offer means the offer by AuCom to provide the Work and includes any quotation or special conditions contained in it.

Personnel means all persons engaged by AuCom to perform the Work.

Purchaser means the company, firm or persons for whom Work under these Terms is performed and shall include executors, administrators, successors, and permitted assigns.

Site means the places where the Goods are to be delivered or the Work to be performed as specified in the Offer.

Taxable Supply has the meaning given in the Value Added Tax Act (Umsatzsteuergesetz / UStG) in Germany.

Taxes means all taxes including without limitation sales taxes, excise duties, stamp duties, customs duties and other government charges, imposts and levies.

Unforeseen Circumstances refers to events or conditions that, while not meeting the threshold of Force Majeure Event, are beyond the reasonable anticipation and control of AuCom at the time of entering into the Offer, and that materially affect AuCom's ability to perform its obligations under the Offer. Such circumstances include, but are not limited to, unexpected changes in market conditions, sudden unavailability of critical materials or components, significant interruptions in supply chains, and other events that could not have been reasonably foreseen or avoided by AuCom. AuCom shall promptly notify the Purchaser of any such Unforeseen Circumstances, providing detailed information and the estimated impact on the performance of the Work.

Work means the delivery and any agreed installation of the Goods by AuCom and such other services as may be agreed between the parties in writing.