# General Terms and Conditions of Purchase of

# LOGICDATA Electronic & Software Entwicklungs GmbH

## 1. General Information

These General Terms and Conditions of Purchase ("Purchase Conditions") of LOGICDATA Electronic & Software Entwicklungs GmbH, Wirtschaftspark 18, 8530 Deutschlandsberg ("LOGICDATA") apply to all orders and quantity contracts issued by LOGICDATA.

Unless expressly agreed otherwise in writing, LOGICDATA orders exclusively according to these terms and conditions of purchase. Supplier terms and conditions to the contrary shall not become part of the contract. The acceptance of the delivery or performance of the supplier by LOGICDATA or their payment shall not be deemed to be acceptance of the supplier's terms and conditions. Conversely, the supplier acknowledges the exclusive validity of these purchasing conditions by means of delivery or service.

## 2. Order, Order Confirmation, Changes

Orders are legally binding for LOGICDATA if they are made in writing and are company-signed. The written form is considered fulfilled even if the order is made by e-mail or an EDI interface.

The supplier shall send LOGICDATA a written order confirmation within 3 working days of receipt of the order. The order confirmation must correspond to the order and specify delivery time, order number, delivery date, incoterms, payment conditions, and prices. Deviations only become part of the contract if they are confirmed by LOGICDATA in writing.

LOGICDATA reserves the right to revoke the order placed until written order confirmation is provided.

LOGICDATA may request changes to delivery or performance at any time, or cancel orders in whole or in part up to eight calendar weeks before the delivery date. In this case, LOGICDATA shall bear the costs of deliveries or services that have already been completed as well as those for related semifinished products and raw materials, within the framework of the production and material release that is considered binding in the order. This shall be limited to an extent strictly necessary and only apply if such stock cannot be used by the supplier in any other way. The supplier is obligated to take all reasonable measures and efforts to minimize costs.

Changes to the delivery or service by the supplier may only be made with the written consent of LOGICDATA.

## 3. Prices, set-off, and assignment

Prices are fixed prices plus statutory value added tax and exclude additional claims. Costs for functional and quality inspections, documentation, packaging, insurance, transport, and customs are included. Offers are free of charge, regardless of the preparatory work required for this purpose.

Set-off against LOGICDATA claims is only permitted with legally established or recognized claims. The supplier waives the commercial right of retention in relation to LOGICDATA.

The supplier is not entitled to assign claims against LOGICDATA without the written consent of LOGICDATA.

## 4. Delivery

Unless otherwise agreed in writing, the supplier will supply DDP (Incoterms 2020). Place of performance is defined as the delivery address of the order.

All deliveries must be attached to their corresponding shipping documents, which must include exact contents listings. Without these, LOGICDATA is entitled to reject deliveries or services.

If the delivery or service is not delivered on the agreed delivery date at the place of performance, LOGICDATA may refuse to accept the delivery or service, or demand that the supplier covers all resultant costs incurred (in particular storage, processing, return).

Deliveries to LOGICDATA take place without retention of title.

The supplier is not entitled, unless agreed expressly and in writing, to carry out partial or predeliveries, and to charge for these.

The provisions on the notification of defects in accordance with Sections 377 and 378 of the Austrian Civil Code (UGB) do not apply.

## 5. Quantity contracts

LOGICDATA is entitled to cancel orders in whole or in part and to postpone delivery dates for a maximum of three months, provided that this is communicated to the supplier in writing at least thirty calendar days before the affected delivery date. In this case, the supplier shall store the affected delivery, free of charge, for a maximum of three months, excluding further claims. From the fourth month, LOGICDATA is permitted to store the products for a flat rate of 1% of the value of the stored products, according to the valid price list. The suspension may last a maximum six months.

 For each product subject to a quantity contract, the supplier must stock a reserve of ready-to-ship products (finished products) to compensate for short-term fluctuations in demand. Stock reserves must be kept at levels of at least twenty percent of the total outlined quantity at all times. The supplier is obliged to replenish stock reserves immediately after removal. Before LOGICDATA has received the full contents of a quantity contract, the supplier must ensure that any remaining reserve stock is integrated into the final delivery. As such, when the contract is fulfilled, no products shall remain in reserve. This shall not apply if LOGICDATA has written to the supplier to request the maintenance of reserve stock pending a subsequent quantity contract.

If any order by LOGICDATA must be made via a third party (due to a supply shortfall on the supplier side) LOGICDATA is entitled to reduce the existing quantity contract by this quantity and to charge any additional costs to the supplier. The right to claim for further caused damages remains unaffected.

If, at the end of the agreed quantity contract period, the specified quantity of goods has not been retrieved, LOGICDATA may extend the quantity contract by up to six months at no additional cost.

Six months before the expiry of a quantity contract, or after retrieval of more than 50% of the total quantity of the quantity contract, the supplier is obliged to inform LOGICDATA that either of these points has been reached to prevent possible supply gaps.

## 6. Quality

The supplier undertakes to ensure the quality of goods by applying an appropriate quality management system (e.g. DIN EN ISO 9001 or equivalent) and to comply with LOGICDATA quality assurance guidelines during and after the completion of deliveries. Furthermore, the supplier undertakes to work according to an environmental management system (e.g. DIN EN ISO 14001 or equivalent). The most recent LOGICDATA Quality Assurance Agreement (QAA) is part of these Terms and Conditions of Purchase, available at: https://www.logicdata.net/downloads/

LOGICDATA, as well as any customers of LOGICDATA, have the right to request proof of the supplier's quality and environmental management systems. They retain the right to information regarding spot testing and inspection methods, including and, where appropriate, those of subsuppliers. LOGICDATA may carry out audits in the supplier's company.

## 7. Material delivery

Any materials delivered remain the property of LOGICDATA, and are to be described as such, as well as stored and managed separately. The supplier shall compensate for diminution in value or loss of materials. Materials may only be used for LOGICDATA purchase orders. When processing of material is complete, LOGICDATA becomes the direct owner of the new or reworked item. Billing and payment for supplied materials shall comply with any form announced by LOGICDATA. Unneeded or unprocessed material must be returned to LOGICDATA free of charge.

Should defects be present in the material, information must be provided to LOGICDATA by the supplier, without delay and in writing.

## 8. Payment

The payment period begins at the time of receipt of the invoice or goods, or with the completion of the service, whichever is later. Should delivery occur before the agreed delivery date, the agreed delivery date shall be the earliest start of the payment period.

If payment for accepted deliveries is made within 30 days, a 3% discount shall be applied. Otherwise, deliveries shall occur within 90 days net, unless otherwise agreed in writing.

## 9. Default

The supplier is obligated to comply with agreed delivery dates and to ensure timely delivery to LOGICDATA.

If the supplier is in default, LOGICDATA is entitled to demand a contractual penalty of 1% per started week, but not more than 5% of the total order value affected by the delay. This obligation is independent of fault. After the penalty period has elapsed, LOGICDATA shall have the right to withdraw from the order without notice, and without the supplier being entitled to compensation. The right to claim for further caused damages remains unaffected. This includes, among other events, cover purchases and damages resulting from business interruption.

## 10. Force majeure

For the purposes of this Agreement, force majeure is defined as any event beyond the control of the parties that makes it impossible for a party to fulfil its obligations, including, but not limited to: natural events and disasters, war, riots, terrorism, and legal or official orders.

In the event of force majeure, the contracting parties shall be exempt from performance obligations for the duration of the disruption and to the extent of its effect.

Insofar as the disruption is not insignificant in duration, and that it results in a significant reduction in demand, LOGICDATA is entitled to withdraw from the contract without prejudice to other rights. The supplier must inform LOGICDATA immediately in writing of any resulting delays. If notification is not received, or is delayed as the fault of the supplier, the supplier shall compensate for any damage that could have been averted if LOGICDATA had been notified in good time. The supplier undertakes to present LOGICDATA with an appropriate emergency concept.

## 11. Warranty, Guarantee, Liability

The supplier guarantees that the delivery or service is according to order, complete, and defect-free for a period of at least 36 months from the handover to the end customer. The delivery or service must fulfil the desired and

agreed properties and intended purpose, be free of defects in design, execution, and material, comply with the recognized rules of development and technology, and include only material of first-class and suitable quality, according to the underlying design. The supplier guarantees compliance with all the legal and official regulations and standards applicable at the place of performance.

After the correction of a defect, the warranty period restarts after acceptance of the improvement by LOGICDATA for the entire delivery or service affected by the defect.

The supplier guarantees delivery of post-, replacement, and wear parts for a period of 15 years after the delivery or service.

LOGICDATA has the right to demand improvements to or replacement of the defective delivery or service without cost, to have the defect improved by the other party at the expense of the supplier, to request a discount, to change the contract, and to claim for any damage against the supplier.

The supplier is liable, regardless of fault, for all costs and damages incurred by LOGICDATA as a result of a violation of these terms and conditions of purchase, including delayed or defective delivery or service.

The supplier is obligated to indemnify LOGICDATA against claims of third parties, regardless of the legal basis on which such claims are made.

## 12. **Withdrawal of contract**

LOGICDATA is entitled to withdraw from the contract at any time until acceptance of the contractual service and is not required to provide reasons for withdrawal. In this case, LOGICDATA shall reimburse the supplier for its work carried out up to that point, in proportion to the share of the purchase price. Further compensation claims of the supplier are excluded. Preparatory work or research and development work by the supplier is not to be reimbursed, unless these are demonstrably incurred exclusively on the basis of the specific contract.

LOGICDATA is entitled to withdraw from the contract for reasons including by not limited to; if the supplier stops deliveries, interrupts work, or does not comply with contract deadlines or other deadlines. In this case, the supplier has no right to remuneration.

If insolvency proceedings are opened concerning the supplier's assets, or if proceedings are rejected due to lack of material, LOGICDATA is entitled to withdraw from the contract in whole or in part.

## 13. **Intellectual property rights**

Samples, tools, models, drawings, clichés, and other devices ("Devices") provided by LOGICDATA to the Supplier in order to fulfil its contractual obligation remain the material and intellectual property of LOGICDATA. Devices may only be used for the execution of LOGICDATA orders and may not be made available to third parties without the permission of LOGICDATA. After execution of the order, LOGICDATA devices must be withdrawn.

The supplier is liable to ensure that samples, brands, models, drawings, descriptions, and documentation that they provide, in addition to the delivery or service, do not infringe the rights of third parties and in particular do not violate the industrial property rights of third parties.

In the event of violations of these rights, and with regard to provisions of claims for damages by third parties, the supplier shall indemnify LOGICDATA.

The supplier grants LOGICDATA a non-exclusive, transferable, time-limited, and spatially unlimited right of use for software and hardware products and their associated documentation.

## 14. **Confidentiality**

The supplier is obligated to maintain confidentiality for all confidential information that becomes known to the supplier in the context of the business relationship.

The supplier may only disclose confidential information exclusively to those persons who require access in order to achieve the purpose of the contract. The supplier undertakes to ensure that this obligation of confidentiality is binding to all persons to whom confidential information is disclosed within the realm of this provision.

## 15. Subcontractors

The supplier is only entitled to use subcontractors for the fulfillment of the contract with prior written consent of LOGICDATA. If LOGICDATA has agreed in writing to the performance of the contract by subcontractors, the supplier shall ensure that the subcontractor complies with the contents of these purchasing conditions. The supplier is fully liable for any defect or damage caused by the subcontractor or sub-supplier toward LOGICDATA.

## 16. Insurance

The supplier shall maintain liability insurance that covers personal injury, and property and/or financial damage that covers all possible risks to at least EUR 5 million per insured event. Insurance coverage shall be reserved exclusively for the supplier's performance obligations to LOGICDATA and shall not be affected by other claim events for which the supplier is responsible. The supplier will provide proof of insurance at the beginning of the contract by presenting a recent insurance confirmation, and will maintain this insurance in the original form and amount during the term of the contract, as well as the statutory limitation periods.

## 17. Applicable law and place of jurisdiction

All disputes arising out of and in connection with this Agreement, including the question of its valid conclusion and its pre- and post-effects, are subject to Austrian law to the exclusion of the reference standards and the UN Convention on Treaties (relevant to international purchase of goods).

For all disputes arising from and in connection with this contract, the exclusive jurisdiction of the competent court in Graz is agreed. LOGICDATA is entitled, at its sole discretion, to bring additional action at the general place of jurisdiction of the supplier.

## 18. Data Protection

Where applicable, the parties will process and transmit all personal data in accordance with the EU General Data Protection Regulation ("GDPR"). THE LOGICDATA Data Protection and Privacy Policy is part of this Agreement and is available on the LOGICDATA website (www.logicdata.net).

Where personal data is transferred to third countries, the respective transmitting party shall ensure that the personal data will continue to be processed in accordance with the GDPR. Neither party will provide personal data if such data transfer has not been legitimized by the implementation and execution of contractual agreements, including EU-standard contractual clauses, which provide an appropriate a level of data protection.

The parties shall ensure that their affiliates, suppliers, manufacturers, representatives, agents, and consultants comply with data protection in accordance with the obligations of this Agreement. The parties indemnify each other against all claims, demands, actions, costs, and expenses arising out of or as a result of the unlawful processing of personal data or from breaches of obligations under this clause.

## 19. Compliance

Supplier's compliance with LOGICDATA's Code of Conduct in its current version (https://www.logicdata.net/code-of-conduct/) as well as adherence to all relevant laws, guidelines, regulations, and similar standards is a fundamental requirement for any business relationship. A violation of this article is considered a material breach of contract, which entitles LOGICDATA to withdraw from all unfulfilled orders and to claim damages.

## 20. Export Control

Supplier must strictly comply with all applicable national and international laws and regulations related to the delivery, transport, export, and re-export of goods and services, including any economic sanctions and trade embargoes (the "Export Control Regulations").

Supplier undertakes not to sell, deliver, or make available to LOGICDATA any goods that could directly or indirectly originate from countries, entities, or persons subject to Export Control Regulations.

Upon request, Supplier must promptly and at no additional cost provide all documents, including import certificates, necessary to support LOGICDATA's application for import or export licenses.

Supplier shall indemnify and hold LOGICDATA harmless from and against any disadvantages arising from or in connection with a violation of the applicable Export Control Regulations and this Purchase Conditions. Supplier is responsible for all actions or omissions in fulfilling its obligations under this paragraph, whether through its own actions or omissions or through its representatives, employees, affiliated companies, suppliers, or subcontractors, or any other person attributable to it.

Any violation of the obligations set forth in this section is considered a serious breach of contract, entitling us to terminate all unfulfilled orders or purchase contracts with immediate effect and to claim all damages and losses incurred as a result of this violation.

### 21. **Final provisions**

All agreements, subsequent amendments, additions, and ancillary agreements require written form to obtain validity. This also applies to the departure of the written form requirement. There are no valid oral ancillary agreements. Should individual provisions of these terms and conditions of purchase be ineffective or subsequently become ineffective, this shall not affect the validity of the remaining provisions of this agreement. An invalid or subsequently ineffective provision shall be replaced by mutual agreement by both parties by such a provision, which comes as close as possible to the economic purpose of the invalid or ineffective provision.

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