

General Terms and Conditions of Sale of the Pankl Group

As of April 2025

1 General information – scope of application

- 1.1 These General Conditions of Sale ("Conditions of Sale") apply to all contracts, orders, call-offs and other contractual declarations in connection with the manufacturing, sale and/or delivery of goods and the provision of services by Pankl Racing Systems AG, Industriestraße West 4, 8605 Kapfenberg, Austria, and its affiliated companies (hereinafter referred to individually as "Pankl" or collectively as the "Pankl Group").

"Affiliated companies" refer to all companies that are directly or indirectly controlled by Pankl Racing Systems AG, whereby such control is to be assumed in all cases in which Pankl holds more than fifty percent (50%) of the shares or voting rights, either directly or indirectly. This clause also includes all future affiliated companies of Pankl.

- 1.2 The legal relationship between the customer and Pankl in connection with deliveries and/or services is governed exclusively by these Conditions of Sale, unless otherwise agreed with the customer in writing. This requirement for the written form is also considered fulfilled if signatures are exchanged electronically on scanned copies sent by email (PDF scan) or if a qualified or unqualified signature procedure is used. The above applies mutatis mutandis to any waiver of the written form. Any individual agreements concluded between the customer and Pankl shall take precedence over the provisions of these Conditions of Sale.

- 1.3 Contrary terms and conditions of the customer that deviate from these Conditions of Sale (in particular, general terms and conditions of business or purchase) are invalid in their entirety (including protective clauses), even if they form the basis of the order or they are referred to on customer portals, on forms or in other documents, and do not apply even if Pankl has not expressly objected to their validity in individual cases. These Conditions of Sale likewise apply if Pankl performs the delivery and/or service in the knowledge that the terms and conditions of the customer conflict with or deviate from these Conditions of Sale.

- 1.4 These Conditions of Sale also apply to future deliveries and/or services by Pankl until new conditions of sale come into force, even if no specific reference is made to them in individual cases.

- 1.5 Pankl reserves the right to update these Conditions of Sale at any time, whereby the new version applies to all contracts concluded after the date of publication on the website <https://pankl.com/racing/en/downloads/terms-conditions/>.

- 1.6 The customer agrees to comply with currently valid version of the Pankl Code of Conduct (available at: pankl.com/code-of-conduct/) and to oblige its sub-suppliers/subcontractors to uphold the principles and requirements set forth in the Pankl Code of Conduct. Pankl reserves the right to verify compliance with the Code of Conduct.

2 Conclusion and amendment of contracts

- 2.1 Quotations issued by Pankl are subject to change at any time and are non-binding. Orders placed only become binding for Pankl upon written confirmation.

- 2.2 Changes, cancellations and suspensions of orders are only possible where mutually agreed. Any costs incurred in relation hereto are to be borne by the customer.

- 2.3 Withdrawal from the contract is only possible as long as Pankl has not yet taken any action to execute the contract. The start of the development and/or production for a delivery contract is considered to be an action that executes the contract, as well as orders placed with suppliers for materials, dies and the like.

3 Delivery item

The delivery item as well as the quantity and quality of the deliveries and/or services are determined by the contractual agreements made with the customer. Unless agreed otherwise, Pankl is not able to guarantee that the deliveries and/or services shall be usable for specific purposes, and the customer bears the full risk of use and suitability for the intended purpose, of which Pankl may or may not have been informed.

4 Prices, conditions of payment

- 4.1 All prices are listed as net prices plus VAT at the applicable rate, unless Pankl is exempt from VAT according to the Austrian VAT Act (*Umsatzsteuergesetz*, UStG). Unless agreed otherwise, all prices are ex delivery plant, plant warehouse or shipping point, excluding the cost of any packaging, so that loading charges and connecting freight are borne by the freight payer. Shipping is always at the expense and risk of the recipient, including in the case of carriage paid deliveries. The prices valid on the day of delivery and the number of units or meters determined at the delivery plant are decisive for the invoicing.

- 4.2 All prices are based on the assumptions that were current at the time of the

quotation. Pankl reserves the right to increase prices, including once the quotation has been submitted, and in particular in the event of increases in energy prices, the costs of raw materials, materials, production or transport, as well as wage and salary costs.

- 4.3 The quoted quantities form the basis for the prices offered. If the number of units actually ordered per calendar year falls short of or exceeds the number of units offered, taking into account the flexibility offered, Pankl reserves the right to make corresponding price adjustments, including retroactively.

- 4.4 Unless agreed otherwise, invoices issued by Pankl are to be paid in cash without discount within thirty (30) days of the invoice date, in such a way that Pankl can dispose of the invoice amounts on that day at the latest.

- 4.5 The customer expressly agrees that Pankl may also create and forward invoices electronically at its own discretion.

- 4.6 Default interest of 1% per month is charged for late payments and/or delays in deliveries that are caused by the customer. Pankl is entitled to initially offset incoming payments against older outstanding invoices, regardless of any instructions to the contrary issued by the customer. Pankl is entitled to offset payments first against the costs, then against the interest and finally against the financial receivable.

- 4.7 If the customer fails to comply with the agreed payment obligations, Pankl is entitled:

- to withhold delivery and fulfillment of other own obligations until the customer has fulfilled its obligations,
- to declare all outstanding receivables due from this transaction or other transactions and to charge default interest for these amounts from the respective due date in accordance with Section 4.6,
- to withdraw from the contract without setting a grace period and to demand compensation,
- to claim further costs (in particular debt collection fees and other costs appropriate for the corresponding legal action).

5 Offsetting and/or retention rights

- 5.1 Pankl is entitled to offset all receivables to which Pankl is entitled from the customer or its affiliated companies against all receivables to which the customer or its affiliated companies is entitled from Pankl or a company in the Pankl Group, regardless of the legal grounds or title. This applies regardless of the legal basis of the respective liabilities/receivables.

- 5.2 The customer is not entitled to withhold payments due to warranty claims or other claims of any type whatsoever, or to offset them against counterclaims to which it is entitled against a company in the Pankl Group.

6 Retention of title, collateral

- 6.1 All goods delivered remain the unrestricted property of Pankl until all purchase price receivables, and in particular the respective outstanding balances to which Pankl is entitled have been fulfilled ("reserved goods"). This applies irrespective of whether payments have been made on individual, specifically designated receivables.

- 6.2 If the customer processes, combines or mixes the reserved goods with other goods, Pankl is entitled to the co-ownership of the new item in terms of the invoice value of the reserved goods to the invoice value of the other goods used; the customer agrees to store these items for Pankl free of charge. The co-ownership rights of Pankl are considered reserved goods within the meaning of Section 6.1.

- 6.3 The customer may only resell the reserved goods in the ordinary course of business in accordance with its standard conditions of business and as long as it is not in default, provided that it agrees a retention of title with its buyer, the receivables from the resale are transferred to Pankl on account of payment and no justified revocation of the authorization by Pankl occurs in accordance with Section 6.8. In the event of resale, the retention of title held by Pankl only expires upon full payment of the purchase price by the customer's buyer. The customer is not entitled to dispose of the reserved goods in any other way.

- 6.4 The customer's receivables that arise from the resale of the reserved goods – including if they have been processed, transformed or mixed – are hereby assigned to Pankl on account of payment. They serve as collateral to the same extent as the reserved goods. To secure this assignment, the customer is obliged to make a book entry in its list of outstanding receivables or Pankl is entitled to notify the third party debtor. The customer must grant Pankl access to its accounts for verification purposes. On request, the customer must inform Pankl of the assigned receivable and its debtor, provide all information and documents required for the collection of the receivable, and notify the third-party debtor of the assignment. If the reserved goods are sold by the customer together with other goods not sold by Pankl, the assignment of the receivable from the resale only applies up to the amount of the invoice value of the reserved goods that are sold in each case. If the reserved goods

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- are used by the customer to fulfill a contract for work and services or a contract for work and materials, Sections 6.3. and 6.4. shall apply accordingly to the receivables that arise from the respective contract. Pankl is entitled to return all reserved goods without giving any further reasons until the receivable(s) has/have been fulfilled. The costs incurred by Pankl for returning the goods are invoiced separately to the customer.
- 6.5 If the applicable law of a country in which the reserved goods are located does not allow for retention of title in accordance with the above provision but permits other comparable security interests in the goods to be maintained, Pankl is entitled to enforce these other security interests. The customer is obliged to take all necessary measures at its own expense to confirm and maintain the retention of title or other security interests.
- 6.6 To prevent the seizure or other impairment of the reserved property and/or any co-ownership/ownership shares of Pankl by third parties or due to official measures, the customer must take all reasonable and legally permissible measures to prevent this from occurring (in particular with the use of labeling, separate storage, etc.).
- 6.7 Pankl reserves the right to demand customary and recoverable collateral for the fulfillment of these payment obligations prior to shipping and to cancel the order in the event of refusal, regardless of the conditions of payment agreed at the time the transaction was concluded. Any costs incurred up to that point shall be invoiced to the customer.
- 6.8 If circumstances become known which, in the opinion of Pankl, appear to significantly reduce the creditworthiness of the customer or seriously jeopardize the realization of payment claims and if the financial situation of the customer deteriorates after the conclusion of the contract in general, the receivables of Pankl shall also become due for immediate payment in the event of deferred payment. This also applies in the event that bills of exchange or checks have been accepted. In such cases, Pankl is also entitled to make any further delivery dependent on the provision of a corresponding advance payment or the provision of other appropriate and acceptable collateral and/or to withdraw from the contract in whole or in part after setting a reasonable grace period and to demand compensation.
- In the above-mentioned cases and in the event of an application for or the actual opening of insolvency, reorganization or equivalent proceedings, Pankl is entitled to assert the agreed retention of title in accordance with the contractual and statutory provisions and to prohibit any further processing/reworking, combining or mixing and/or resale of the reserved goods and/or co-ownership/ownership shares, to retrieve them at the customer's expense and risk, to enter the customer's premises for this purpose and to collect the receivables from the resale itself and to utilize them on account of payment.
- 7 Call-off and acceptance obligations**
- Unless agreed otherwise, the quantities specified by the customer and confirmed by Pankl must be complied with and called off with a permissible fluctuation of +/-10% p.a. In the event of a failure to comply with the agreed call-off volumes (months and/or year), Pankl is entitled to claim compensation for raw materials, semi-finished and finished parts held in stock and on order, as well as for unused machine and personnel resources reserved for the customer on the basis of the annual forecast.
- 8 Delivery periods, delivery dates, force majeure events**
- 8.1 The stated delivery periods and dates are subject to change. They are only be binding where confirmed as binding by Pankl in writing. Claims for damages of any kind and in relation to delivery periods are excluded.
- 8.2 Pankl is entitled to make partial deliveries. Each partial delivery is considered an independent transaction. The customer is not entitled to refuse partial deliveries.
- 8.3 Regardless of other contractual agreements, all delivery periods and dates are subject to the express reservation of unforeseeable production disruptions as well as the sufficient self-supply with the necessary raw materials, primary materials and other external services required for the provision of services by Pankl.
- 8.4 Notwithstanding Section 8.1, the delivery periods commence on the date on which Pankl confirms the respective order, but not before all details of the order have been fully clarified and the necessary domestic and foreign certificates have been provided. Compliance with delivery periods and dates is determined on the basis of the time at which the goods are made available for collection or for handover to the carrier/freight forwarder ex works, whereby the time at which the goods are made available is considered to be the time of handover. Delivery periods and dates are considered to have been met upon notification of readiness for shipping if the goods cannot be shipped on time through no fault of our own. Without prejudice to Pankl's rights arising from the customer's default, the delivery periods shall be extended by the period for which the customer is in default with its obligations to Pankl arising from the contract in question or other contracts. The above clause applies accordingly to delivery dates.
- 8.5 Section 8.4. also applies if delivery periods and dates have been expressly agreed as fixed.
- 8.6 If goods are processed by Pankl and nothing to the contrary has been agreed
- in writing, the delivery periods are calculated from the date of the proper receipt of the goods to be processed by Pankl at the plant. If issues related to processing need to be clarified in advance, the delivery period does not commence until such clarification has taken place. In all other respects, stated delivery periods and dates are subject to change, namely not legally binding.
- 8.7 Notwithstanding Section 8.1, in cases in which Pankl is prevented from fulfilling individual or all contractual obligations due to reasons beyond its control ("force majeure"), the delivery periods shall be extended or delivery dates postponed for the duration of the force majeure event. Force majeure events include, in particular, fire, war, strikes, labor disputes in Pankl's companies and third-party companies, transport delays, machine breakdowns, sovereign measures including customs duty increases, cyber security incidents and other unusual circumstances or circumstances for which Pankl is not responsible. Pankl must notify the customer of the corresponding force majeure event within a reasonable period of time. If the force majeure event lasts longer than six (6) weeks, Pankl and the customer agree to jointly seek an agreement. Both parties are entitled to withdraw from the contract one hundred and eighty (180) days after receipt of the notification of the force majeure event at the earliest. Delivery items already delivered or partially manufactured must be paid for by the customer.
- 8.8 The ordered deliveries and/or services must be called off and accepted by the customer in full and on time as contractually agreed. In the event of default of acceptance by the customer in breach of contract ("default of acceptance"), Pankl is entitled to store the affected deliveries and/or services at the expense and risk of the customer and/or to invoice the corresponding costs immediately without setting a further grace period. In the event of default of acceptance after setting a reasonable grace period, Pankl also reserves the right to utilize the affected deliveries and/or services otherwise (sale, scrapping, etc.).
- 9 Delivery of goods for processing**
- 9.1 Unless agreed otherwise in writing, goods to be processed are to be delivered to Pankl free of charge. Incoming and outgoing goods are to be monitored by weight or, if expressly agreed, by quantity.
- 9.2 The goods to be delivered to Pankl must be accompanied by a delivery note which must contain the following information:
- a) Specification of the service,
 - b) Number of units, type of parts, net weight,
 - c) Product classification (TARIC, country of origin, classification in the list of goods for export classification),
 - d) Information on the material used and the preferred processing method in accordance with ÖNORM, DIN or ISO standards,
 - e) In the case of safety parts, appropriate labeling and prior definition as such.
- If these details are missing, incomplete and/or cannot be carried out with the processing equipment of Pankl, Pankl is entitled to refuse to execute the order or to carry out processing at its own discretion at the customer's risk, for the result of which Pankl is not liable, meaning that in this case warranty claims and claims for damages are excluded. For operational reasons, details not stated on the delivery note but in separate correspondence and/or verbally conveyed cannot be taken into account.
- 10 Delivery, packaging and transfer of risk**
- 10.1 Unless agreed otherwise, deliveries always take place FCA to the location of the contracting Pankl company in accordance with INCOTERMS 2020. If Pankl undertakes shipping and/or transport contrary to the agreed INCOTERMS, this occurs exclusively at the expense and risk of the customer. Pankl selects a suitable means of transport, freight forwarder and/or carrier and an appropriate shipping route. To the extent permitted by law, Pankl accepts no liability for the selection made.
- 10.2 If the loading or transportation of the goods is delayed on grounds for which the customer is responsible, Pankl is entitled to store the goods at its reasonable discretion at the expense and risk of the customer, to take all measures deemed appropriate to preserve the goods and to issue an invoice for the goods as delivered. The statutory and contractual provisions on default of acceptance remain unaffected.
- 10.3 In the event of transport damage, the customer must immediately arrange for a report to be submitted to the responsible authorities.
- 10.4 Packaging costs are invoiced separately; no compensation is paid for returns.
- 10.5 If customs duties and equivalent charges are levied, they are paid by the customer. The customer must bear all import duties, taxes and other charges incurred in connection with importing the goods. This also applies to any increases in these duties, taxes and charges after conclusion of the contract. Pankl accepts no responsibility for these costs and cannot be held liable for their payment. All quotations are subject to the proviso that their fulfillment does not violate applicable import or export regulations such as anti-dumping or other (countervailing or punitive) duty regulations. If such events occur, Pankl and the customer shall agree on possible adjustments, in particular with regard to price adjustments or alternative delivery options.
- 11 Quality**

11.1 The quality characteristics stated in the order confirmation are used to determine proper execution of the order. In cases of doubt, the provisions of the relevant industry standards, in particular the standard sheets issued by the Austrian Standards Committee, are decisive when it comes to determining the quality and workmanship.

11.2 The customer must ensure complete traceability of the goods and/or components and/or systems of Pankl. If the customer requests a unique serial number label from Pankl, the customer is obliged to affix this label accordingly, otherwise Pankl shall reject all associated costs, such as sorting costs etc. plus any further claims for damages. This applies in particular to safety-relevant components and/or systems, the defectiveness or failure of which could pose an immediate risk of damage to life or limb.

12 Dimensions, weight and quality

Deviations in terms of dimensions, weight, quality and other quality attributes are permissible within the scope of the agreed standards, such as EN, DIN, ÖNORM etc. or standard practice.

13 Acceptance and inspection

13.1 The customer is free to have the goods accepted by Pankl on its behalf. Pankl is only obliged to notify the customer of the time of shipping in advance if the customer informs Pankl when placing the order that it wishes to have the goods accepted by Pankl before shipping. If the acceptance does not take place in good time before the intended time of shipping, the shipping takes place without acceptance. If acceptance has been agreed, it can only take place at the delivery plant immediately after notification of readiness for acceptance. The costs for accepting the goods in person are to be borne by the customer, the material acceptance costs shall be charged according to the Pankl price list.

An acceptance of goods on the basis of quality specifications requires an express and written agreement at the time of the transaction is concluded, and must take place within fourteen (14) days of the receipt of the notification of readiness for acceptance of the goods from the Pankl plant at the latest, or at an Austrian state inspection institute at the expense of the customer. After this period, the right to accept the delivery of the goods can no longer be asserted on the basis of quality specifications. If the goods are accepted, they are considered to have been approved and all liability on the part of Pankl shall lapse, including with regard to undiscovered defects, insofar as such defects could have been seen or detected upon acceptance.

13.2 Processed goods are randomly inspected before leaving the plant. A further inspection is only carried out on the basis of a separate written agreement and subject to the invoicing of additional costs. The outgoing inspection carried out at Pankl does not release the customer from its obligation to inspect incoming goods.

14 Warranty, claims for defects

14.1 The contractually agreed condition of the goods is determined on the basis of the condition of the goods when they leave the plant or the warehouse. Conformity with the contract and freedom from defects of the goods are determined exclusively on the basis of the specific agreements concerning the quality and quantity of the ordered goods.

14.2 Processed goods shall be randomly inspected in accordance with defined inspection plans before leaving the factory. A more extensive inspection shall only be carried out on the basis of a special written agreement and against payment of additional costs. The outgoing goods inspection carried out by Pankl does not release the customer from his obligation to inspect incoming goods.

14.3 Pankl must receive written notifications of defects from the customer within fourteen (14) days of the receipt of the goods at their destination. Defects that cannot be detected within this period, including with a suitable, professional and careful inspection (hidden defects), are to be reported immediately after their detection, but no later than three (3) months after the receipt of the goods. After this period, liability of any type whatsoever for defects, for whatever reason and whatever title, is excluded. Once the customer has accepted the goods as agreed, the notification of defects that should have been discovered during the acceptance is excluded. The defect in question must be described in detail in writing.

14.4 Complaints regarding dimensions and weight must be submitted in writing within fourteen (14) days of delivery with the enclosure of suitable documentation (report prepared by an internationally recognized expert).

14.5 In the event of a justified customer complaint, Pankl shall, at its own discretion, either rectify the defect through improvement/repair or replacement delivery, or offer an appropriate reduction in price. Supplementary performance does not include the dismantling of the defective delivery item or its reinstallation if Pankl was not originally obliged to install it.

14.6 The following applies to services: The warranty is limited to the value of the processing that has been carried out on the goods. In the event of the rectification of defects at the Pankl plant, Pankl must be granted a reasonable period of time to carry out the rectification. If a rectification of defects is not possible, Pankl must carry out the contractually agreed processing free of charge on a replacement product provided by the customer. The following applies specifically to heat treatment: The goods to be processed by Pankl

are processed with the greatest possible care and with modern equipment. In view of the fact that, due to the metallurgical properties of the provided goods, warping, cracking and fractures during cold or hot straightening which originate from predetermined breaking points such as notches, grooves and sharp-edged transitions cannot be excluded. Any warranty or liability on the part of Pankl is excluded in this respect, as the above-mentioned consequences are due to the nature of the goods provided. The same applies to the hardness, surface quality and hardening depth of the metallurgical properties of the goods which Pankl is unable to influence.

14.7 Submitting a claim for a defect does not release the customer from its payment obligations.

14.8 The customer always bears the burden of proof and must ensure that the goods are still in the same condition as when they were delivered. The applicability of the rules governing the reversal of the burden of proof in connection with the warranty and compensation is excluded.

14.9 Deviations in terms of Section 12, as well as customary or minor technically unavoidable deviations in shape, color or configuration, for example, are not considered defects and are not subject to warranty.

14.10 Warranty obligations do not apply if a) the defect or damage is due to incorrect or incomplete information, drawings, specifications, provisions or other instructions from the customer, b) the customer makes unauthorized changes to the deliveries/services, c) the operating, installation, removal and maintenance instructions issued by Pankl are not followed, d) the customer or a third party uses or stores the delivered goods/services improperly, unprofessionally, incorrectly or unsuitably, or exposes them to excessive loads or unusual environmental influences, e) the defect is due to normal wear and tear, or f) it is due to transport damage.

14.11 Pankl does not make any assurances or assume any other commitments regardless of liability or fault in relation to orders and products unless these are explicitly marked as "guarantees".

14.12 Complaint-related costs invoiced by the customer without authorization and/or without prior agreement shall not be accepted by Pankl and shall be rejected.

15 Liability and compensation for damages

15.1 The liability of Pankl is exclusively governed by these Conditions of Sale. Claims for damages due to minor negligence, non-performance or delayed performance, negligent or grossly negligent breaches of secondary contractual obligations, in particular advisory and information obligations, are hereby excluded. Furthermore, compensation for any indirect or consequential damage (in particular due to production stoppages or interruptions to business) or compensation for lost profits is excluded. Pankl cannot be held liable for the culpability of sub-suppliers or other companies that Pankl uses for the fulfillment of its obligations.

15.2 Liability for claims of all types is limited to the amount of coverage provided by the business liability insurance policy held by Pankl. In addition, in the event of a breach of contractual obligations, liability is limited to the material value of the (partial) delivery that caused the damage.

15.3 If the product ordered by the customer is a prototype or a pre-series product, this means it has neither been manufactured within the scope of series production nor tested and inspected as a series product. The customer expressly assumes the risks that arise from the pre-series condition of the above-mentioned products. Accordingly, Pankl assumes no liability or warranty with respect to defects or malfunctions of pre-series products, the fact that they may not meet legal or technical standards for commercial products, inaccuracies or incompleteness of documentation, and any damages or losses that may arise from them. Furthermore, any liability for development parts and parts that have been used in motor racing, as well as parts that have not been validated in engine operation, is expressly excluded. Any liability on the part of Pankl for associated damages is – to the extent permitted by law – expressly excluded.

15.4 Pankl shall not be liable for any damages resulting from the use of materials provided by the customer.

15.5 Unless agreed otherwise, the above limitations of liability do not apply to legally-binding claims in accordance with the Product Liability Act (*Produkthaftungsgesetz*, PHG) or other legally binding claims. Any recourse claims asserted by the customer or third parties arising from the title of product liability are excluded, unless the party entitled to recourse proves that the product defect was caused by gross negligence within Pankl's sphere of influence.

15.6 Pankl shall only be liable for damages and costs in connection with a legally mandatory or officially ordered recall action carried out to preventively avoid damage/danger to individuals, provided that the recall action can be proven to be attributable to the deliveries and/or services by Pankl, that the procedure for determining costs has been agreed between Pankl and the customer, and that these costs can be proven to have been incurred by the customer.

15.7 Preliminary negotiations may under no circumstances lead to claims for damages against Pankl. Claims arising from *culpa in contrahendo* are hereby excluded. Liability for advertising statements is excluded. Assurances are only considered to have been made if they are expressly accepted in the

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- order confirmation. Employees, agents and other persons are not authorized to verbally waive these Conditions of Sale or to enter into other verbally agreed contracts.
- 15.8 The customer is liable for any damages, costs or losses incurred by Pankl as a result of (i) the delivery of defective goods, (ii) the forwarding of incorrect data regarding the properties and condition of the goods to be processed or (iii) the delivery of the goods in an unprepared and unclean condition.
- 16 Intellectual property rights**
- 16.1 Pankl reserves all rights to intellectual property associated with the deliveries and/or services provided by Pankl, as well as intellectual property rights to drawings, design documents, specifications, know-how or other information which is provided to the customer by Pankl.
- 16.2 If Pankl manufactures or provides goods on the basis of design documents, drawings, models or other specifications issued by the contractual partner, and if this results in claims by third parties, the customer agrees to indemnify Pankl against any costs, including legal costs, in the event of an actual or alleged infringement of the intellectual property rights held by third parties, and shall hold Pankl harmless.
- 17 Confidentiality**
- 17.1 If no separate non-disclosure agreement has been concluded between the parties, the following applies: The customer must treat as confidential all information provided to it by Pankl or the Pankl Group in connection with the business relationship. It must not disclose such information to third parties and ensure that such information does not come into the possession of third parties, insofar and as long as such information
- a) is not or has not become publicly available, or
 - b) was not disclosed to the recipient by an authorized third party without breaching a confidentiality obligation, or
 - c) was not already demonstrably known to the recipient prior to the date of receipt.
- 17.2 If the customer becomes aware that confidential information has come into the possession of a third party or that confidential information has been lost or destroyed, it must notify Pankl of this without undue delay.
- 17.3 Unless agreed otherwise in a separate contract, the customer undertakes not to use the information received from Pankl beyond the purposes agreed between the parties without the express written consent of Pankl.
- 17.4 The customer is obliged to inform the above-mentioned parties of the confidentiality obligation and to oblige them to maintain confidentiality accordingly. The customer must endeavor to keep the group of data subjects as small as possible in the interest of ensuring confidentiality.
- 17.5 The obligation to maintain confidentiality and the corresponding restriction of use applies during the business relationship with Pankl and for a period of five (5) years thereafter.
- 18 Data protection and information security**
- 18.1 The customer is required to observe and comply with all the respectively applicable data protection regulations, in particular the provisions of the GDPR, if applicable, in the currently valid version.
- 18.2 The customer must instruct all its employees in accordance with the relevant data protection regulations and, if necessary, oblige them to maintain data confidentiality. In particular, the customer undertakes to take measures to ensure data protection through the use of technology (privacy by design) and default settings that enhance data protection (privacy by default).
- 18.3 The customer must support Pankl in the event of data protection incidents concerning deliveries and/or services provided in accordance with these Conditions of Sale. If the customer processes personal data from Pankl as a processor, it must do so exclusively in accordance with the instructions issued by Pankl, and agree to conclude a separate contract for contract data processing in accordance with Art. 28(3) GDPR.
- 18.4 The customer expressly undertakes to implement and maintain the appropriate technical and organizational measures and other safeguards to ensure the proper security of all information or data from Pankl (including, but not limited to the fact that no confidential information provided to the customer by Pankl may be transferred to (a) any laptop computer or (b) any portable storage media that can be removed from the customer's premises, unless the data in question has been encrypted and is uploaded solely onto portable storage media for storage offsite).
- 18.5 The customer agrees to make commercially reasonable efforts to prevent the theft or loss of passwords or unauthorized access to or use of Pankl's data or information, and the customer must notify Pankl without undue delay of any theft or loss of passwords or unauthorized access to or use of Pankl's data or information. The customer must implement security measures and physical security procedures concerning the access to and confidentiality of Pankl's confidential information and data, that (i) at the minimum, fulfill the industry standards for the locations in question, and (ii) provide reasonable technical and organizational protection against the unintentional or unlawful loss, alteration or unauthorized disclosure of, or access to Pankl's confidential information or data. The customer warrants that it has processes and security procedures in place to ensure that its information systems are free from viruses and similar defects.
- 18.6 The customer is obliged to notify Pankl as soon as possible about any cyber security incidents that affect access to Pankl's data or information, always within twenty-four (24) hours of the discovery of the cyber security incident by the customer. In this respect, the customer must provide Pankl with all the relevant information and make all commercially reasonable efforts to minimize the impact and minimize the risk of future cyber security incidents to the greatest possible extent.
- 18.7 The customer is obliged to indemnify and hold Pankl harmless with respect to any liability, in particular losses and damages that arise from information or cyber security incidents in the customer's information system.
- 18.8 Pankl reserves the right to request proof of an appropriate level of information security in operations related to Pankl – depending on the type and protection requirements for the data – and, if necessary, to audit the customer on site to review its compliance with the required security level after providing reasonable advance notice.
- 19 Export control regulations**
- 19.1 The shipping/export of specific goods (in particular, goods with dual use) may be subject to export control restrictions and bans as well as EU, domestic and international embargoes concerning specific countries and persons, which prohibit deliveries or make them subject to a permit.
- 19.2 If export licenses are required, quotations issued by Pankl and the fulfillment of the contract are always subject to the proviso that the necessary (export) licenses are issued by the responsible authorities in good time and that no other legal obstacles exist due to export control regulations. If the delivery of the goods or the provision of services is prohibited due to applicable laws and regulations, or if a required permit cannot be obtained, Pankl is entitled to withdraw from the contract, and any resulting claims for damages are excluded.
- 19.3 The customer must provide Pankl with any documents and information necessary for export control procedures. In particular, the customer must notify Pankl without undue delay and prior to the conclusion of the contract about export restrictions and/or export requirements and of military or dual-use applications, and is obliged to disclose the classification (e.g. export list number/ECCN, ITAR, OFAC, EAR). Upon request, the customer must issue end-use certificates to Pankl to verify the end use and intended use of the delivery items.
- 19.4 The customer is obliged to comply with the applicable domestic and international export control regulations. In the event of resale/transfer of the delivery items, the customer must inform its buyer of the export control regulations and pass on the resulting obligations. The customer is fully liable to Pankl for any damages incurred by Pankl as a result of a failure to comply with the applicable export regulations on the part of the customer.
- 19.5 If the customer is placed on a UN, EU or US sanctions list or any other relevant sanctions list, Pankl reserves the right to terminate all business relationships and transactions with the customer with immediate effect.
- 20 Rights of withdrawal and termination**
- In addition to the rights of withdrawal specifically regulated in these Conditions of Sale, Pankl is, in particular, entitled to terminate delivery relationships of this nature for good cause without observing a notice period and therefore with immediate effect. Good cause exists, among other things, if the customer is responsible for the gross infringement of essential contractual obligations, if restructuring proceedings, insolvency proceedings or proceedings with similar effects are requested/opened on the customer's assets, or if the opening of such proceedings is rejected due to insufficient assets.
- 21 Miscellaneous provisions**
- 21.1 Pankl is entitled to commission subcontractors or an affiliated company to fulfill its obligations in accordance with the contract.
- 21.2 The customer is not entitled to transfer its rights and obligations to third parties or to assign its receivables against Pankl to third parties without the prior written consent of Pankl.
- 21.3 Development services entail subordinate components of a superordinate overall project in which Pankl takes care of the comprehensive project management, developmental and control functions in all project areas and stages of development from both the technical and organizational point of view. Accordingly, these services are classified as in-house research services in terms of Section 108 c (2) (1) of the Income Tax Act (*Einkommensteuergesetz*, EStG) and constitute research expenses eligible for preferential tax treatment at Pankl.
- 21.4 It is agreed that Austrian law applies exclusively, to the exclusion of all conflict of law and referral provisions, as well as the UN Convention on Contracts for the International Sale of Goods (the applicability of the United Nations Convention on Contracts for the International Sale of Goods) and other UNICTRAL sales laws. As an alternative to the application of Austrian law, companies in the Pankl Group that are based outside Austria have the right to agree to the exclusive application of the laws in their country of domicile,

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which must be communicated to the customer.

- 21.5 For all disputes arising from the business relationship between Pankl and the customer in terms of effectiveness, realization, interpretation, etc., the competent court in Leoben, Austria, shall act as the agreed legal venue for all customers based in the EU, the EEA or Switzerland.

For the settlement of disputes between companies in the Pankl Group that are not based in Austria but in the EU, the EEA or Switzerland and the customer, it can be agreed that the local court with jurisdiction for the registered office of the respective company of the Pankl Group shall have exclusive responsibility, which must be communicated to the customer.

The following shall apply to the resolution of disputes with customers of the Pankl Group that are not based in the EU, the EEA or Switzerland: All disputes arising out of or in connection with this contract shall be ultimately settled according to the Rules of Arbitration (ICC Rules) of the International Chamber of Commerce (ICC) by one or more arbitrators who have been appointed in accordance with the above rules. The provisions on urgent arbitration proceedings do not apply. The language of the arbitration shall be German. The place of arbitration shall be Leoben, Austria.

Pankl has the unilateral right to initiate legal proceedings before a competent court at the customer's place of business and therefore to override the applicability of the court of jurisdiction clause and/or arbitration clause.

In all these cases, the parties are free to apply to a competent court for interim legal protection.

- 21.6 Should individual provisions of these Conditions of Sale be or become wholly or partially ineffective, invalid and/or unenforceable, the effectiveness, validity and/or enforceability of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective, valid or enforceable provision that comes as close as possible to the intended economic purpose. The same applies to any gaps in the contract.
- 21.7 Deviations from these conditions are only valid if they are negotiated individually in writing. Declarations addressed to Pankl must be made in writing to be legally effective. Any agreements to deviate from this formal requirement must be made in writing. This requirement for the written form is also considered fulfilled if signatures are exchanged electronically on scanned copies sent by email (PDF scan) or if a qualified or unqualified signature procedure is used. The above applies mutatis mutandis to any waiver of the written form.