

Parker Hannifin GmbH, Branch Vienna

1. General

1.1 Quotations, order confirmations and the delivery of goods ("Goods") by Parker Hannifin GmbH, Branch Vienna ("Seller") including software related to the Goods, whether embedded or separately downloaded ("Software"), and services provided by Seller ("Services") are exclusively governed by these Terms and Conditions.

1.2 These Terms and Conditions shall also apply to all future business relations, irrespective of whether explicitly agreed again.

1.3 Seller does not acknowledge conflicting or different terms and conditions of customer which orders Goods or Services ("Buyer"), unless consent is given expressly and in written form. Conflicting confirmations by Buyer referring to its terms and conditions are hereby expressly rejected, whether such terms and conditions are issued by paper-based transactions or via facsimile or other forms of electronic data interchange (EDI) or electronic commerce.

2. Quotation and Conclusion of Contract

2.1 Seller's quotations are not binding and without obligation; order and item number are based on the latest edition of Seller's documents such as catalogues or brochures, which show further technical information. These papers are not authoritative unless they are expressly declared as being binding. Seller does not represent and warrant weight of items as partly listed in the catalogue.

2.2 A contract shall only be concluded upon Seller's written confirmation (e.g. paper form, email or fax) of an order from Buyer.

2.3 If after a contract has been concluded and it becomes discernible that fulfilment of Seller's claim for consideration is at risk because of Buyer's inability to perform its obligations or otherwise due to Buyer's inadequate financial circumstances, in particular because Buyer has exceeded its credit limit or in case of outstanding, overdue invoices, Seller is entitled to suspend performance until either Buyer has effectuated the consideration (by means of a prepayment of the purchase price) or has provided an adequate security for the consideration. Seller is entitled to withdraw from the contract, if a reasonable period for effectuation of the consideration or provision of a security has been unsuccessfully granted.

3. Prices and Conditions of Payment

3.1 The Buyer's attention is drawn particularly to the fact that prices set out in quotations of Seller are without obligation. In particular, in case of changes in market conditions, such as changes in exchange rates, energy and labour costs and raw material prices, including but not limited to steel, brass, rubber, copper, magnetics and aluminium, prices may be subject to a price increase or a surcharge may

apply prior to the delivery of the Products and /or Services. The Buyer shall be notified in writing prior to the change.

3.2 Unless otherwise stated in the order confirmation, prices do not include packaging, postal charges, freight, other shipping and handling expenses, insurance, custom duties, VAT, charges, tariffs or levies and any related interest, penalty, fine or other amount which will be payable by the Buyer in addition to the prices in respect of Goods or Services, as the case may be, and which shall be shown as a separate line item on the invoice or invoiced separately. The rate of VAT valid at the time shall be shown separately in the invoice.

3.3 Subject to that parties did not agree differently in writing, all invoices of Seller must be paid without deduction in Euro to Seller's designated account within 30 days after the invoice date.

3.4 Seller is entitled to offset Buyer's payments against its previous debts irrespective of a different payment purpose designated by Buyer.

3.5 If Buyer is in default with payment or if Seller becomes aware of circumstances that raise doubts regarding Buyer's creditworthiness, Seller is entitled to either declare all outstanding debts immediately due and payable or to request provision of a security deposit.

4. Offsetting, Right of Retention

4.1 Buyer is entitled to offsetting or retention only with respect to claims, which have been either constitutively acknowledged by Seller in written form or determined by a court. Retention of the purchase price due to a notice of defects is only admissible, if either Seller has acknowledged the defect in writing or the defect has been determined by a court; moreover, Buyer may only retain an adequate amount of the purchase price which must be in reasonable in relation to the extent of the defect.

4.2 Buyer agrees that its receivables and payables are offset against receivables and payables of Seller and Seller's affiliates.

5. Time of Delivery and Performance

5.1 Dates and time schedules announced by Seller are nonbinding. Call-off and blanket orders require individual agreements regarding the time of delivery. Buyer obliges to call-off the amounts agreed in call-off and blanket orders within the agreed time period.

5.2 Unless otherwise agreed upon between the contracting parties, the applicable delivery term shall be CPT Incoterms® 2020, with the place of delivery (transfer of risk) and the agreed named place of destination of the Goods further specified under Section 6.1.

5.3 To a reasonable extent, partial delivery and partial performance are admissible. Short delivery and excess delivery are admissible up to +/- 10%; the actual amount, which was delivered, will be invoiced. The amounts and

weights determined at the shipping point are the sole basis for invoicing.

5.4 If – contrary to Section 5.1, sentence 1 - dates and time schedules of delivery have been announced or agreed in binding form, Seller is entitled to exceed the agreed dates and time schedules by up to one month. Only if this additional term has expired, Buyer is entitled to withdraw from the contract subject to that an additional reasonable period of grace of at least 14 days has been set. Until this period of grace has expired, Buyer is not entitled to claims for late delivery. Buyer's right to claim damages is subject to Section 9 below.

5.5 Seller is not responsible for delays in delivery of Goods or the performance of Services as a consequence of force majeure effecting itself, its suppliers and/or its carriers. Force majeure shall include without limitation: accidents, strikes or labour disputes, acts of government or government agency, acts of nature, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's reasonable control. An event of force majeure shall release the parties from their contractual obligations for the period of disruption and to the extent of their effects. Buyer shall not be entitled to order cancellation following its issuance of a unilateral production stop not initiated by government decision. In an event of force majeure Buyer is entitled to withdraw from the contract only if the agreed delivery date has been exceeded by more than 10 weeks. Before that, Buyer is only permitted to withdraw, if Seller has informed Buyer in writing that it is not able to make the delivery. If manufacturing of the Goods is not reasonable due to force majeure or labour disputes, Seller is released from the obligation to deliver and is entitled to withdraw from the contract without any obligation for compensation or damages.

6. Transfer of risk

6.1 Unless otherwise agreed upon between the contracting parties, Seller bears the risk of loss or damage until the Goods are delivered to the first carrier at Seller's "Ship From" facility. Carriage of Goods shall be arranged by Seller to the named place of destination ("Ship To") and the freight cost and other shipping and handling expenses as referenced in Section 3.2 shall be shown as a separate line item on the invoice or invoiced separately in addition to the price of the Goods. Both "Ship From" and "Ship To" locations are referenced on, amongst others, the order acknowledgement issued by Seller.

6.2 Without prejudice to the rights granted under Section 8, Buyer must accept delivered Goods, unless the Goods have a non-minor defect. If Buyer has not accepted delivery of the Goods as agreed (default of acceptance), Seller is entitled, after having granted an extension period for acceptance, to either store the Goods and invoice a storage fee of 0.5 % of the gross invoice amount per calendar day or part thereof or to stock the Goods with an authorized commercial warehouse at the Buyer's costs and risk. At the same time, Seller is entitled to either request fulfilment of the contract by Buyer or

to withdraw from the contract after having set a reasonable period of grace and to otherwise commercialize the Goods.

7. Retention of Ownership

7.1 Ownership of the delivered Goods remains with Seller until the purchase price has been paid in full.

7.2 If Seller's ownership of the delivered Goods expires due to amalgamation or processing, it is agreed that Buyer's joint property of the amalgamated or processed Goods passes to Seller in a quota calculated on the basis of the value of the invoice amount. Buyer keeps Seller's property or joint property safe free of charge.

7.3 Buyer is obliged to stock and preserve Goods delivered under retention of ownership or being subject to joint ownership free from impairment, deterioration or loss with the due care of a prudent businessman by applying engineering practice. Buyer must inform itself in each and any case how the Goods are to be stored in a technically correct manner and shall adequately maintain the Goods if reasonably required during storage.

7.4 In case of Buyer's delay of payment, Seller is entitled to withdraw from the contract and to request return of the Goods subject to retention of ownership at Buyer's costs or, as the case may be, request assignment of Buyer's claims for return of the Goods against third parties. Seller's right to request damages and compensation is not affected thereby. The same applies in other cases of Buyer's actions in breach of contract.

8. Warranty

8.1 Seller warrants that the Goods are free from defects in material and workmanship. With regard to Services, Seller warrants only that the Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain. Software is only warranted to perform in accordance with applicable specifications provided by Seller to Buyer. Seller disclaims all other warranties, express and implied, including but not limited to design and fitness for purpose. Seller retains ownership of all software supplied to Buyer hereunder and in no event shall Buyer obtain any greater right in and to the software other than a right in the nature of a license limited to the use thereof and subject to compliance with any other terms provided with the software. Guarantee rights require an express agreement by Seller in writing. Seller's information concerning the subject of delivered Goods and Services in its catalogues, brochures, drawings, depictions, price lists or within other data of performance are only non-binding descriptions, identifications or guidance levels, unless otherwise shown in the order confirmation. Minor, unimportant deviations from catalogues or previously delivered Goods are not classified as defects. Seller does not warrant that the software is error-free or fault-free or fault-tolerant, or that Buyer's use thereof will be secure or uninterrupted. Buyer agrees and acknowledges that the software shall not be used in connection with hazardous or

high risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications.

8.2 Buyer is responsible to examine whether the Goods ordered from Seller are eligible for their intended purpose. The Buyer, through its own analysis and testing, is solely responsible for making the final selection of the system and Goods and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Goods are met. The Buyer must analyse all aspects of the application and follow applicable industry, specifications, and other technical information provided with the Goods. If Seller provides Good options based upon data or specifications provided by the Buyer, the Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Goods. Lack of eligibility is only qualified as a defect, if Seller has confirmed eligibility to Buyer in writing. In the event the Buyer is not the end-user, Buyer will ensure such end-user complies with this Section.

8.3 Wear and tear of expendable Goods during the course of normal use does not represent a defect

8.4 If Seller's instructions for assembly, installation, distribution or maintenance are not complied with, changes are made to Goods, parts are exchanged or supplies are used that do not meet genuine specifications, all claims for damages or warranty are forfeited. Buyer's warranty claims are subject to that Buyer has orderly complied with the requirements for inspections and notices of defects pursuant to Section 377 of the Austrian *Unternehmensgesetzbuch* (business code). Notices of defects have to be made immediately in writing, at the latest 8 days after the Goods have been received at the place of delivery. Defects, which cannot be identified within this period of time despite diligent inspection, must be notified immediately after detection.

8.5 In case of a Buyer's notice of defect, claims resulting therefrom, in particular warranty or damage claims, may be only asserted if Buyer evidences that the defect was already present at the time of delivery; this does also apply within the first 6 months as of delivery of the Goods. If the Goods have not already been delivered to the end consumer, Seller will, upon its choice, either grant a price reduction or replace the Goods or repair them or cancel the contract, always provided that the notice of defects was justified and made properly. Claims of Buyer for damages either due to a repair by or upon instruction of Buyer or instead of warranty claims may only be asserted if Seller is in delay with fulfilment of warranty obligations. Otherwise, Buyer's right to claim damages is subject to Section 9.

8.6 Defect claims shall lapse 1 year from the date of delivery of the Goods or 6 months from the performance of Services to the Buyer. Defect claims for Software shall lapse 90 days from the date of delivery or, when downloaded by a Buyer or end-user, from the date of the initial download.

8.7 Recourse pursuant to Section 933b of the Austrian *Allgemeines Bürgerliches Gesetzbuch* (general civil code) is excluded.

9. Damages, Limitation of Liability

9.1 Seller is only liable for damages caused intentionally or grossly negligent by Seller or its agents pursuant to Section 1313a of the Austrian *Allgemeines Bürgerliches Gesetzbuch* (general civil code). Liability for slight negligence, consequential losses, damages caused by delay, loss of profit or other mere financial losses of Buyer is excluded. The burden of proof for gross negligence is with the damaged party.

9.2 Damage claims are time-barred 1 year after the damage and the damaging party is known or should have been known.

9.3 In any event, Seller's liability is limited to the net order value.

9.4 Recourse claims pursuant to Sec 12 of the Austrian *Produkthaftungsgesetz* (product liability act) are excluded, unless the person entitled to recourse evidences that the defect was culpably caused within Seller's sphere with at least gross negligence.

10. Right of Use and Exploitation, Intellectual Property Rights

10.1 If Seller produces and delivers Goods to Buyer upon Buyer's instructions and guidelines, Buyer is liable towards Seller that the Goods and Services are not subject to intellectual property rights of a third party. Buyer shall hold Seller harmless from all related claims and shall indemnify it for any damages caused thereby.

10.2 If Seller provides Buyer together with Goods with tools, designs, proposals for installation or other drawings and materials, Seller reserves the right of ownership and all intellectual property rights as well as rights of exploitation in the same. Buyer is entitled to use these within the terms of the purchase agreement; particularly Buyer is not entitled to reproduce these or make these available to third parties.

11. Compliance

11.1 Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including, but not limited to, those of the country or countries in which Buyer may operate or in which the Goods may be used, including without limitation any applicable anti-corruption laws and U.S. and E.U. export control and sanctions laws ("Export Laws"). Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is familiar with the applicable anti-corruption laws and Export Laws, and certifies that Buyer will adhere to the requirements thereof and not take any action that may cause Seller to be in violation of any such law or requirement. In particular, Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without

limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Goods or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Good from Seller in a manner or for a purpose that violates Export Laws or causes Seller to be in violation of Export Laws.

11.2 Seller is entitled to store and process all data of Buyers received in connection with the performance of contracts for its own purposes, whereby it shall observe the provisions of the Austrian *Datenschutzgesetz* (data protection act).

12. Severability

If a provision of these Terms and Conditions or a provision of any other agreement is or becomes invalid, the validity of any other provision or agreement shall be not affected.

13. Place of Jurisdiction- Place of Performance

Place of jurisdiction is the competent court for the First District of Vienna. Nevertheless, Seller is also entitled to take legal actions at the competent court at Buyer's place of business. Subject to different provisions in the order confirmation, the place of performance is Seller's place of business in Wien.

14. Applicable Law

These Terms and Conditions as well as all legal relations between Buyer and Seller are governed by Austrian substantive law excluding conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.