

# General Terms of Delivery (GTD) of SICK GmbH

(Version of 1 July 2022)

## 1. Scope and priority of these GTD

All supplies and services provided by SICK GmbH, Austria, registered in the Company Register of the Wiener Neustadt Regional Court under Company Register No. 151571 z (hereinafter "the Supplier") are subject solely to these General Terms of Delivery and to any other contractual provisions indicated in the Supplier's business documents. Any differing or additional General Terms and Conditions and contractual provisions on the Client's side are valid only insofar as the Supplier has expressly consented to them in writing. By accepting supplies and/or services from the Supplier, the Client agrees to the GTD and other contractual provisions indicated in the Supplier's business documents, and waives the application of its General Terms and Conditions and other contractual provisions on the Client's side. Otherwise, the Client may not accept any supplies and/or services from the Supplier. These General Terms of Delivery apply to the Supplier's business transactions with other enterprises (i.e. B2B). Sick GmbH, Sick AG, and all other companies affiliated therewith under commercial law are hereinafter referred to as the "SICK Business Group".

## 2. Offer – Concluding contract – Subject of contract

2.1 Unless offers from the Supplier are expressly indicated to be binding, they are non-binding and submitted with no intent to enter into a commitment, and represent solely an invitation from the Supplier to the Client with regard to its bid. Binding offers from the Supplier must be accepted by the Client within the specified period, if one is indicated, or otherwise within an appropriate period; failing this, the offers shall cease to be binding. Oral or written orders are deemed to have been accepted when the Supplier issues the written order confirmation, or when the ordered goods are delivered by the Supplier within an appropriate period.

2.2 The drawings, technical specifications and

other documents submitted with an offer from the Supplier are subject to the Supplier's property rights and copyright, and the Client may not make them available to third parties.

## 3. Scope of supplies and services – Quality

The content, quality and scope of the supplies and services to be delivered by the Supplier are determined by the Supplier's offer; or, if the Supplier has issued an order confirmation, then it shall take precedence. The provisions of Sec. 1413 of the Austrian Civil Code [*Allgemeines bürgerliches Gesetzbuch, ABGB*] are waived, such that the Client must also accept partial supplies and services from the Supplier insofar as such acceptance can be reasonably expected of the Client. If the Client refuses acceptance of a partial supplies or services, then the Client shall be subject to the adverse consequences as per Sec. 1419 ABGB.

## 4. Prices and payments

4.1 Information in price lists and other general pricing information are non-binding, and are updated by the Supplier at regular intervals but are presented with no intent to enter into a commitment, unless the Supplier expressly indicates otherwise.

4.2 Prices are indicated in euros, and unless agreed otherwise, are understood as "Delivered at Place" (DAP) as defined in Incoterms 2020 (International Commercial Terms), at the delivery address indicated by the Supplier within Austria, plus packaging and shipping costs and all applicable statutory VAT.

4.3 If supplies or services are delivered later than 4 (four) months after the date agreed to at the time when the contract was concluded, the Supplier shall be entitled to calculate new prices based on any changes that may have occurred in the meantime to the list prices and/or to the costs of materials, wages, or other costs. In all cases, the proposed prices are valid only for the individual contract in question. Establishing a fixed price requires express written agreement.

4.4 Costs for packaging, shipping and any

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forms of insurance expressly requested by the Client shall be calculated separately at the prices applicable at the time when such costs are actually incurred.

- 4.5 If the Supplier has also been tasked with installation, assembly or commissioning, then in addition to the payment agreed to for the supplies and services, the Client shall (unless otherwise agreed) also be responsible for all costs required for installation, assembly or commissioning, and/or for payment in accordance with the Supplier's price list as applicable at the time of performance.
- 4.6 Invoices for supplies shall be paid without deduction within 30 (thirty) days of the invoice date.
- 4.7 Invoices for services shall be paid immediately without deduction.
- 4.8 Payments shall be cashless and must be made via bank transfer to the Supplier's account. The payment date is the time when the amount is credited to the Supplier's account.
- 4.9 The Client may only withhold payments or offset them with counterclaims if the Supplier has given its express written consent or if such counterclaims have been legally established by a court.

### 5. **Deadlines for supplies and services – Default of payment**

5.1 The Supplier shall comply with dates and deadlines for supplies and services only when and to the extent that the Client has completed in a timely manner all services, preparatory work and obligations that it is required to perform, in particular, any documents (particularly blueprints), authorisations and approvals (particularly from public authorities or authorised third parties) required or that must be submitted by the Client have been provided, and all amounts carried forward and contribution payments from third parties have been paid, and the Client has paid all agreed amounts due for payment to the Supplier and any relevant third parties. If these requirements are not met in a timely manner, the Supplier's

dates and deadlines shall be extended accordingly. The Supplier's right to withdraw from the contract in the event the Client is in default of payment, subject to establishing an appropriate extension period (Sec. 918 ABGB), shall not be affected by the above.

- 5.2 If compliance with dates or deadlines becomes impossible due to force majeure or other events or disruptions beyond the Supplier's control or ability to manage ("**Force Majeure Event**"), the dates and deadlines for the Supplier's delivery shall be extended by the duration of the Force Majeure Event, plus an appropriate start-up period. Force Majeure Events include, but are not limited to, severe health risks such as epidemics (e.g. COVID-19) or nuclear radiation; war; terrorist attacks; incomplete, incorrect or late delivery by subcontractors; riots and other comparable threats; labour disputes; shortages of or inability to procure employees, equipment, suitable or appropriate raw materials or transportation facilities and capacities; measures taken by public authorities such as import or export restrictions; and operational disruptions including Force Majeure Events affecting subcontractors and suppliers of the SICK Business Group. The Supplier shall have the right to withdraw from the contract in whole or in part, without being liable for a delay in performance or for non-performance. In general, a merely objective default on delivery by the Supplier shall not trigger any legal obligations for the Supplier.
- 5.3 At the Supplier's request, the Client shall be required to indicate within a period specified by the Supplier, but no longer than two weeks, whether it wishes to withdraw from the contract due to a delay on the Supplier's side, subject to establishing an appropriate extension period, or whether it insists on supplies and/or services. Otherwise, any right of the Client to alter the legal relationship (Sec. 918 ABGB) shall be precluded, and the Supplier shall decide whether it wishes to adhere to the contract or withdraw from it. In any case, the Supplier shall not be liable

to pay compensation for any harm caused to the Client due to a delay and/or non-performance. Supplementing Section 3, it is hereby stated that the Client may not withdraw from the entire contract due to a partial delay on the Supplier's side.

## **6. Installation and assembly**

6.1 Insofar as the Supplier is responsible for installation, assembly or commissioning, the Client shall provide the following at its own expense:

- a) all supplies and services that fall outside of the Supplier's business sector, such as excavation, construction and architectural work, etc., including all necessary skilled and unskilled workers, building materials, machinery and tools;
- b) the equipment and materials needed for installation, assembly and commissioning, such as scaffolding, lifting equipment, chocks, lubricants, fuels, etc.;
- c) on-site power and water, including connections, heating and lighting;
- d) sufficiently large, suitable, dry and lockable on-site spaces for storage of machine parts, equipment, materials, tools, etc., and appropriate work spaces and common rooms for employees of the Supplier and its subcontractors, including appropriate sanitary facilities; in addition, the Client must take all measures to protect the property and employees of the Supplier and its subcontractors on site that it would reasonably take to protect its own property and its own employees, but at least all appropriate measures, particularly surveillance;
- e) protective gear and protective equipment that are required on site.

6.2 Before work begins, and without being requested to do so, the Client shall make all necessary information available about the location of hidden power, gas, phone, IT, sewage and water pipes or similar facilities, and all required structural information.

6.3 Before work begins, all items and supplies needed to start work shall be present on

site, and all preparatory work for the start of work shall be sufficiently advanced to allow for installation, assembly or commissioning to begin in accordance with the contract as soon as the personnel arrives, and to be completed without interruption. Access roads and the site of installation, assembly or commissioning must be levelled, cleared, and freely accessible.

6.4 If installation, assembly or commissioning are delayed by circumstances beyond the Supplier's responsibility, then the Client shall bear appropriate costs for the waiting time and any additional travel or overnight stays required by the personnel.

6.5 Upon request, the Client shall certify in writing the amount of time worked by the personnel and the completion of the installation, assembly or commissioning work.

6.6 The Supplier shall be entitled to demand unconditional acceptance of its supplies and its work. Acceptance shall take effect when the Client has declared its acceptance in writing. The same applies if the Supplier has given the Client an acceptance deadline and, provided that the deadline was appropriate, if the Client does not refuse acceptance before this deadline on the basis of at least one significant and adequately substantiated complaint. Acceptance shall also be deemed to have taken effect if the supplies and/or services delivered by the Supplier are put to use, possibly after completion of an agreed trial period.

## **7. Transfer of risk**

7.1 The risk is transferred to the Client in accordance with the definition of "Delivered at Place" (DAP) as per Incoterms 2020, but no later than when the supply item is provided or handed over, or when the supplies and/or services delivered by the Supplier are used by the Client or by a third party for which it is responsible. Insofar as the Supplier has also taken responsibility for installation, assembly or commissioning, the risk is transferred to the Client upon delivery of the supply item to the

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- installation, assembly, or commissioning site.
- 7.2 If the delivery of the supply item, installation, assembly or commissioning is delayed or does not occur for reasons that fall under the Client's responsibility, then the risk is transferred to the Client at the time it would have been transferred to the Client if the delay had not occurred.
- 7.3 If the Client does not accept the supply item or other service from the Supplier, then the risk is transferred to the Client even in the absence of an actual transfer. In this context as well, note that the Client is required to accept partial services from the Supplier (Section 3).
- 7.4 Upon the specific written request of the Client, the Supplier shall insure the supply item against theft, breakage and fire, water and transport-related damage and/or against other insurable risks at the Client's expense.
- 8. Warranty**
- The Supplier warrants the supply item as follows against material defects and defects of title, to the exclusion of other claims (subject to Section 10), with the proviso that any form of warranty is excluded for used items, discounted items and other rejected and batched goods indicated as such, and that presumption of defect as per Sec. 924 (2) ABGB and recourse as per Sec. 933b ABGB are expressly excluded with regard to all warranty claims:
- 8.1 Material defects
- 8.1.1 The Client shall address any complaints of material defects to the Supplier immediately, but within no more than 5 (five) business days following transfer, or within 3 (three) business days following discovery in the case of hidden defects. The complaint must be appropriately justified and documented with appropriate evidence. If the Client fails to provide such notice, it can no longer assert warranty claims or claims for compensation in connection with the defect. Sections 377 et seq of the Austrian Commercial Code [*Unternehmensgesetzbuch, UGB*] remain applicable in this case.
- 8.1.2 In waiver of Sec. 932 ABGB, the Supplier shall be responsible for deciding whether any defects are to be resolved via correction or exchange of the defective supply items or parts thereof or via correction of the services, or whether the Client is to receive a price reduction. Multiple corrections and replacement supplies are permitted. The Client may not refuse to accept supplies and services due to minor defects. Minor technical modifications and deviations from drawings and catalogues are deemed to have been approved by the Client in advance.
- 8.1.3 The Client shall give the Supplier the time required and opportunity to perform the necessary corrections and replacement supplies, and shall deliver the defective item and/or the defective portion of an item to the Supplier at the Client's risk and expense, and pick it up after the defect is corrected. If the Client's operational safety is endangered as a result of the defect, or if there is a risk of major damage, the Client must inform the Supplier immediately. If the Supplier then indicates that it cannot resolve the defect itself within a reasonable period of time through correction or replacement, the Client shall have the right to resolve the defect itself or have it resolved by a third party, and to demand compensation from the Supplier for the necessary expenses. Except in cases of danger to operational safety or a risk of major damage, the Client is generally not entitled to perform correction or replacement work itself, or to have such actions performed by a third party. If the Client acts contrary to the above, its warranty rights shall be precluded, and the Client shall have no claim to reimbursement of expenses. Refer to Section 8.1.7.
- 8.1.4 If the correction or replacement is not performed within an appropriate period, or if it fails repeatedly, then the Client may withdraw from the contract. If there is a minor but uncorrectable material defect, the Client shall only have the right to a price reduction. Except for this particular case, the Client's right to a price reduction (Sec. 932 (4) ABGB) is generally waived.
- 8.1.5 Of the costs arising from the correction or replacement supplies, the Supplier shall bear the costs of the replacement part including shipping, provided that the complaint proves justified. The Supplier shall also bear any costs

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- required to provide the necessary installers and support personnel, including travel costs, provided that this does not create an undue burden for the Supplier. The Client shall only be compensated for such costs as the Supplier is able to save by not performing the corrective actions or replacement itself. Only the Supplier's cost price will be compensated. In no case shall the Supplier bear any of the Client's "business-as-usual" costs.
- 8.1.6 Reimbursement of expenses arising from the removal of defective supply items and from the installation or fitting of corrected or replacement supply items shall be limited to 50% of the (net) contractual price of the supply item in question.
- 8.1.7 No claims of material defects shall be permitted in the following cases in particular: Incorrect or improper use or storage, incorrect assembly and/or commissioning by the Client or third parties, natural wear and tear, improper or negligent handling, improper maintenance, use of inappropriate equipment and/or replacement parts not provided by the Supplier, or electrochemical or electrical influences, unless the cause of the problem lies with the Supplier.  
All warranties shall be null and void if the Client, or a third party not authorised by the Supplier, has made modifications to the goods or repairs not authorised by the Supplier in writing.
- 8.1.8 If the Client or a third party performs improper repairs, the Supplier shall not be liable for the consequences resulting therefrom. The same applies if modifications are made to the supply item without the Supplier's prior consent.
- 8.1.9 Otherwise, Section 10 below applies to all claims for compensation of damages. Any other claims against the Supplier for material defects are excluded.
- 8.2 Defects of title
- 8.2.1 If use of the supply item leads to the violation of industrial or intellectual property rights, the Supplier shall, at its own expense, generally procure the Client's right to continued use, or modify the supply item in a manner acceptable to the Client such that these property rights are no longer violated.
- 8.2.2 If this cannot be done under financially appropriate conditions or within an appropriate period of time, the Client shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also have the right to withdraw from the contract.
- 8.2.3 Furthermore, the Supplier shall hold the Client harmless from undisputed or legally established claims of violations of property rights.
- 8.2.4 The Supplier shall only be bound by the aforementioned obligations insofar as:
- a) the Client informs the Supplier immediately and in writing of the claims asserted by third parties, and
  - b) the Client does not acknowledge a violation and all defence measures remain available to the Supplier, and
  - c) the Client is not responsible for the violation of property rights, and
  - d) the violation was not caused by special Client requirements or by a use that could not be foreseen by the Supplier, and
  - e) the violation did not result from the supply item or service delivered by the Supplier being modified by the Client or being used together with a product not delivered and/or not specifically approved by the Supplier.
- 8.2.5 For other defects of title, the provisions of Section 8.1 apply accordingly.
- 8.2.6 Otherwise, Section 10 below applies to all claims for compensation of damages. Any other claims against the Supplier for defects of title are excluded.
- 8.3 The warranty period is 12 (twelve) months from delivery of supplies or from acceptance, if such is agreed to in writing, legally required or demanded by the Supplier, or from the time when acceptance takes effect (cf. Section 6.6). This period also applies for objects that are inseparably connected to an immovable object, and for services performed on immovable objects.
- 8.4 In the event the Client is provided with open-source software, the Supplier makes no warranty with regard to such software for freedom from defects, saleable quality, suitability for a specific purpose, or freedom from defects of title. For the details of the

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exclusion of warranty and liability, refer to the relevant OSS licence conditions, which can be found in the documentation, "Readme" files, instruction files and/or other documents and files relating to the open-source software ("OSS Licence Conditions") that are made available to the Client.

### 9. Exclusion of guarantees and litigation

9.1 Information in catalogues, product descriptions, datasheets, offers, drawings or other documents with regard to dimensions, quantity, colour, use, technical data and other properties, and in particular with regard to availabilities, read rates, measurement accuracies, etc. shall not constitute guarantees (guarantees of quality or durability) unless expressly agreed otherwise in writing. Such information shall also not determine the contractual content of the agreement between the Supplier and the Client. If Sec. 922 ABGB stipulates the contrary, this provision is expressly waived.

9.2 In the event of non-compliance with the warranted properties, the Client can assert solely the rights described in Sections 8 and 10 vis-à-vis the Supplier. All other rights are expressly excluded, in particular any guarantees and any claims for litigation and accommodation due to error, rescission for lesion beyond moiety, or because the basis of the transaction has ceased to exist.

### 10. Damages

10.1

10.1 The Supplier can only be held liable by the Client for damages done to the Client by the Supplier deliberately or through gross negligence. For all other forms of fault, claims for damages are excluded to the extent permitted by law. If exclusion is not permitted, then compensation for all forms of fault shall be limited to no more than the amount of the payment due to the Supplier for the transaction in question, or to the minimum amount permitted by law. Compensation for indirect damages such as consequential damages, and in particular consequential damages caused by defect, damages from loss of profit, interruption of business and production downtime, loss of

data and information, unrealised savings, loss of interest and financing costs, and for damages from third-party claims against the Client is excluded in all circumstances to the extent permitted by law. If contractual penalties have been agreed to, then any further claims against the Supplier for any reason whatsoever are excluded.

10.2 The provisions of Section 10.1 do not apply to claims arising from the Product Liability Act [*Produkthaftungsgesetz, PHG*] or to personal injury.

10.3 The burden of proof for gross negligence or deliberate intent lies with the Client.

10.4 Claims for damages shall expire if they are not asserted in court based on the event underlying the claim within six months of the injured party becoming aware of the damage and the injuring party, and in any case no later than one year after the primary damage materialises. This one-year limitation period also applies to foreseeable consequential damages to the Client.

10.5. The above provisions of Section 10 also apply to the benefit of the Supplier's affiliated companies, subcontractors, licensors and vicarious agents. The contract between the Supplier and the Client shall not give rise to any protective effect for third parties.

### 11. Retention of title

11.1 The delivered goods shall remain the property of the Supplier until the payment of all accounts receivable from the Client, even if the material goods have already been paid for. If ownership of the material goods is transferred to the Client in accordance with applicable law before all accounts receivable from the Client have been paid, the Supplier shall be entitled to claim ownership of these items for purposes of security, and the Client hereby declares, in advance and irrevocably, its consent to provide all declarations necessary for this purpose and to take or refrain from all actions as necessary for this purpose, and/or a law other than Austrian law shall be selected for this factual and legal question, under which this retention of title to paid goods is permitted.

11.2 The Client shall inform the Supplier immediately of compulsory enforcement measures by third parties with regard to the retained goods, and

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provide it with all documents needed for an intervention; this also applies to adverse actions of other kinds. Notwithstanding the above, the Client must inform the third parties in advance of the Supplier's rights to the goods. The costs of an intervention shall be borne by the Client, insofar as the third party is not required and in a position to reimburse the Supplier for these costs.

The Client shall indemnify the Supplier and hold it harmless.

11.3 In the event that the Client violates the contract, and in particular if the Client is in default of payment, the Supplier may demand the return of the goods. Assertion of the right to recover possession shall not be interpreted to constitute withdrawal from the contract. If the Client has not completed all payments, then it shall have no right vis-à-vis the Supplier to retain or withhold possession that could be invoked against the Supplier's right to recover possession. The goods may only be transferred to the Client again in exchange for payment of the purchase price/remuneration. Until payment is received, the Supplier is also authorised to make use of the goods. Claims to other damages shall remain unaffected by this.

11.4 The Client is authorised to resell and modify the retained goods in the proper and orderly course of business. The Client hereby unconditionally assigns the accounts receivable payable to it from its customers as a result of the aforementioned transactions in the event that it resells the retained goods, including all ancillary agreements, to the Supplier as collateral in advance until all of the Supplier's claims have been satisfied (advance assignment). The Supplier accepts this assignment. In its capacity as reseller, the Client must inform its debtor (buyer) of the assignment. Furthermore, in the event of a resale, a Client in charge of accounting must record the assignment in its accounting records, specifically in the list of "outstanding items", in an unmodifiable and permanently visible manner, so that it is clear which receivables were assigned to the Supplier on what date. In its capacity as reseller, the Client additionally undertakes to inform the Supplier upon request of all outstanding receivables arising from the sale of retained goods,

together with the associated debtors, and to allow the Supplier to view its accounting records in order to verify the book entries. The Client shall be authorised to collect the receivables assigned to the Supplier, subject to revocation. This authorisation to sell and collect shall expire automatically upon the initiation of insolvency proceedings regarding the Client's assets or a worsening of its financial situation.

11.5 In the event that the retained goods are modified, transformed, or connected with another item, the Supplier shall immediately acquire ownership of the item thus created, in accordance with the value of the supply item. The item thus created shall be considered to be retained goods.

11.6 In the event that the resold retained goods become a dependent component of a piece of real property, the Client hereby assigns its receivables payable from the buyer to the Supplier, as collateral to secure the Supplier's claims. The Supplier accepts the assignment. The Client is subject to the obligations indicated in Section 11.4 (informing third-party debtors, book entries, duty to inform).

11.7 If the value of the collateral exceeds the Supplier's claims vis-à-vis the Client by more than 10%, then at the Client's request, the Supplier shall release to the Client collateral items of its choosing in the relevant amount.

### 12. Special terms and conditions for digital solutions

12.1 If the scope of service and delivery includes firmware, then the Supplier grants the Client a non-exclusive, non-sublicensable right to use the delivered firmware and documentation, without time limitation and only transferrable together with the supply item. This right of use is valid only for the contractually agreed purpose of use. The Client is not authorised to modify, reverse-engineer, decompile or separate parts from the firmware. "Firmware" is software that is embedded in a supply item, where it provides basic functionality. For software other than firmware that is installed and operated locally or within the Client's area of responsibility (on-premise software), the General Terms and Conditions for the Supply of Software Products ("AVB Software SICK", available online at [www.sick.com](http://www.sick.com)) shall have precedence of application. For software and services provided

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for online use, the General Terms and Conditions for Software as a Service ("AVB SaaS SICK", available online at [www.sick.com](http://www.sick.com)) shall have precedence of application. If software or firmware from other providers (third-party software) are transferred to the Client, the Supplier grants no further rights of use to the Client than the rights granted to the Supplier by the third party.

- 12.2 The Client shall take appropriate precautions (e.g. with daily data backups, error analysis, regular reviews of data processing results) for the possibility that the firmware may not work properly, in whole or in part. Unless expressly indicated otherwise in advance by the Client, the Supplier may assume that all of the Client's data with which the Supplier may come into contact is backed up. This also applies for any settings and parameters, especially in connection with the installation of updates (e.g. bug fixes, patches, updates, upgrades, etc.) to the firmware.
- 12.3 The Client shall immediately install all firmware updates that are provided at no cost. The Client shall indemnify the Supplier against any damages, expenses and claims (including claims from third parties) arising from non-compliance with this requirement.
- 12.4 Unless expressly agreed otherwise, such updates shall be provided at [www.sick.com](http://www.sick.com). A separate notification to the Client is not required.
- 12.5 The right of use for the prior version of the firmware expires upon installation of an update.
- 12.6 If open-source software is provided to the Client, the OSS licence conditions shall apply additionally and with precedence over the provisions of Section 13.1 with regard to the granting of rights. If applicable OSS licence conditions require source code to be provided, the Supplier shall make it available upon written request, and upon payment of shipping and handling costs if necessary. The Supplier shall inform the Client of its use of the open-source software and of the associated OSS licence conditions, and shall make the OSS licence conditions available to the Client if the licence conditions require it.

### 13. Export Compliance

- 13.1 In its use, sale or other provision of SICK

Goods, the Client undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to each business transaction. "SICK Goods" within the meaning of this contract designates the goods, software and technologies provided by the Supplier, including services.

- 13.2 The Client confirms that it is not directly or indirectly controlled by, owned by, or under the joint control of any person, organisation or company that is included on a sanctions list. The Client shall inform the Supplier immediately of any changes in this regard.
- 13.3 The Client undertakes to make all information available that is reasonably requested by the Supplier for purposes of export compliance, including, but not limited to, information about the end user, the final destination site, and the intended final purpose of use. No business transaction shall be binding on the Supplier until all export authorisations and other authorisations required for the given business transaction have been granted. The Supplier shall not be liable for delays or non-performance for which the competent authority or the Client is responsible, notwithstanding the Supplier's confirmation of an order or delivery plan.
- 13.4 The Client fully indemnifies the Supplier and the SICK Business Group against all claims asserted by public authorities or other third parties with regard to non-compliance with a provision of this "Export Compliance" clause, and undertakes to compensate it for all damages and expenses arising in this context.
- 13.5 The Client agrees not to use, sell, or otherwise supply any SICK Goods (i) for use in connection with the development, manufacture, handling, operation, maintenance, storage, position finding, identification or distribution of weapons of mass destruction or projectiles for such weapons, and/or (ii) for use in weapons and/or weapons systems.
- 13.6 If the Client violates a provision of this "Export Compliance" clause, the Supplier shall be entitled to terminate this Contract without notice or to withdraw from it in whole or in part. Any claims against the Client shall remain unaffected by this.

### 14. Contract modification, withdrawal and cancellation

- 14.1 If the Client is in default of payment or if the



Supplier becomes aware of circumstances which result in or may result in a significant worsening of the Client's financial circumstances, and if the fulfilment of the Client's contractual and other obligations is thereby endangered or if the Client is unwilling or unable for other reasons to fulfil its obligation to pay at the time when payment is due, then the Supplier shall (without prejudice to other rights) be entitled: (a) to withdraw from or terminate the contract without notice; (b) to deliver any further supplies and services only in exchange for advance payment, in which case Section 12 (retention of title) shall not apply to the supply item thus paid for.

14.2 If a Force Majeure Event within the meaning of Section 5.2 substantially changes the economic significance or the content of the supplies and services the Supplier is obligated to deliver, or has a substantial impact on the Supplier's operations, then the Contract shall be modified accordingly, in good faith and subject to the provisions of Section 5.2. If this cannot be done in a financially reasonable manner or if it is refused by the Client, then the Supplier shall be entitled to withdraw from or terminate the contract without giving rise to claims by the Client against the Supplier.

#### 15. **Anti-corruption laws**

The Client is required to comply with all applicable foreign and domestic laws and regulations for the prevention of bribery, money laundering and corruption. In particular, the Client may not offer, promise, guarantee, demand or accept any bribes or other illicit payments, including in connection with public officials.

#### 16. **Confidentiality**

16.1 All business or technical information arising from the Supplier, including product features, documents, price information, know-how, samples, prototypes, software or test results (hereinafter collectively referred to as "Confidential Information") shall be kept secret from third parties, and shall only be made available to those employees of the Client who must be included in order to fulfil the purpose of the contract and who have previously been bound to a level of confidentiality at least equivalent to this contract, to the extent that and for as long as such information is not demonstrably known publicly or provided by the Supplier for resale by the Client. Upon request, all

Confidential Information (including any copies or recordings, if applicable) shall be immediately and completely returned or destroyed, and all use of such Confidential Information shall cease.

16.2 The Supplier reserves all rights to the Confidential Information (including copyright and the right to register industrial property rights). Documents provided by the Supplier that contain Confidential Information remain the property of the Supplier.

16.3 The Client may not use or disclose any Confidential Information or Business Secrets within the meaning of Directive (EU) 2016/943 that arise from the observation, examination, decompilation, reproduction, disassembly, re-engineering and/or reverse engineering or testing of the Supplier's publicly accessible or non-publicly accessible products or objects.

#### 17. **Period of limitation**

All claims by the Client, irrespective of their legal basis, shall expire 24 (twenty-four) months after the start of the statutory limitation period, provided that a longer limitation period is not obligatorily imposed by law.

#### 18. **Place of jurisdiction and applicable law**

18.1 The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship, including disputes with regard to the establishment of the Contract and this agreement as to the place of jurisdiction, is the place of the Supplier's registered office as recorded in the Company Register, currently Wiener Neustadt, Austria. However, the Supplier is also entitled to select another court at the place of the Client's registered office. Any arbitration clauses have no validity.

18.2 Austrian law shall apply to the legal relationship associated with this agreement, excluding the conflict-of-law principles of Austrian international private law. Application of the Vienna Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

18.3 SICK AG and the SICK Business Group have developed "universal" General Terms and Conditions for the Supply of Software Products ("AVB Software SICK", available online at [www.sick.com](http://www.sick.com)) and for Software as a Service

("AVB SaaS SICK", available online at [www.sick.com](http://www.sick.com)), as referenced. German law is thus applicable for situations that fall within the scope of application of these GTC, and therefore takes precedence over the provisions of Section 18.2. Otherwise, the aforementioned specific terms and conditions shall take precedence over the present General Terms of Delivery only insofar as they govern the same situations and legal questions; where the former do not contain any provisions, the present General Terms of Delivery shall apply.

**19. Severability clause**

Should any provision of these General Terms of Delivery be or become invalid, void or unenforceable, the validity of the remaining provisions shall in no way be affected. In such a case, the invalid, void or unenforceable provision shall instead be construed, reinterpreted or replaced in such a way as to achieve its intended economic purpose. This does not apply in the event that adherence to the contract would represent an unreasonable hardship for one of the parties.