

General Conditions of Purchase | GCP

The following General Terms and Conditions of Purchase apply between Eckelt Glas GmbH (hereinafter referred to as "Eckelt") and its contractual partner, hereinafter referred to as the "Contractor." Eckelt's client is referred to as the "Customer." Eckelt contracts exclusively on the basis of these Terms and Conditions of Purchase.

1. General

Unless otherwise agreed, the following Purchasing Conditions will apply exclusively as contractual conditions. In accepting an order or contract, it is assumed that the Contractor agrees exclusively to the Purchasing Conditions of Eckelt.

Exceptions or addendums to these Purchasing Conditions will only apply if they have been agreed to in writing by Eckelt. This also applies in the case, should contrary exist in the General Terms and Conditions of Eckelt and is not explicitly refuted.

Electronic orders, call-off orders or approvals are binding not only if they originate from a person duly authorized by Eckelt or are issued via a system approved by Eckelt. The Eckelt Order Number must be indicated in all contractual documents. Failure to do so will render the document invalid.

Eckelt expressly points out that the quantities stated in call-off orders are estimates only and that Eckelt therefore assumes no obligation to purchase or accept such quantities. There is no obligation to call off all quantities stated in the call-off orders. The Contractor may not derive any claims from an omitted order, in particular not under Section 1168 of the Austrian Civil Code (ABGB).

All statutory, regulatory, technical and normative requirements relevant to the delivery, service, goods, documentation, packaging, labelling, import, export, use or resale shall be complied with by the Contractor on its own responsibility and at its own cost, unless stricter provisions are set out below.

2. Supply

The order placed may not be passed on to subcontractors, either in part or in full, without the written consent of Eckelt. Unless otherwise agreed in writing, all orders placed are considered to be fixed-date transactions.

In the event of a delay in delivery (without prejudice to claims for damages), Eckelt shall be entitled to withdraw from the contract after setting a grace period of seven days or to continue to demand performance.

The Contractor shall inform Eckelt immediately in writing as soon as circumstances become apparent that may affect delivery dates, quantities, quality, availability, conformity, origin, customs clearance or the status of required approvals. Such information shall not release the Contractor from its performance obligations or from its liability.

3. Dispatch

A prerequisite for accepting the Contractor's delivery is the availability of corresponding and complete shipping, delivery and accompanying documents. If such documents are not available, the goods shall be stored at the Contractor's risk and expense. Missing or incomplete compliance, customs, safety, origin, conformity or quality documents shall likewise be deemed incomplete shipping documents.

The Contractor declares that it is aware of Eckelt's shipping instructions and agrees to comply with them. In particular, the Contractor undertakes to provide proper packaging suitable for the relevant means of transport in accordance with Eckelt's shipping instructions.

The Contractor declares that all of its non-returnable packaging can either be disposed of by Eckelt free of charge through the Contractor's membership in a recognised collection and recycling system, or, if no such participation exists, such packaging may be returned by Eckelt freight collect. Eckelt reserves the right to charge any costs incurred for such return. The Contractor shall comply with the applicable Austrian and EU packaging, waste, recycling and registration obligations and shall provide evidence thereof upon request.

The Contractor undertakes to comply with the applicable provisions on the prevention, take-back, disposal and recycling of packaging waste.

The Contractor shall bear any damage resulting from non-compliance with such instructions.

Goods will only be received on work days, Monday to Friday, in accordance with the times given on the front page of the order.

Should the exception exist that the Contractor cannot fulfill his obligations within the time frame, then Eckelt has the immediate right, and without compensation to the Contractor, to cancel the contract and request damages.

4. Export Control, customs, foreign trade, sanctions and CBAM

4.1 The seller shall comply with the applicable requirements of national and international export, customs and foreign trade law for all goods to be supplied and services to be rendered. The seller shall obtain any necessary transfer or export licenses, unless under the applicable export, customs and foreign trade law it is not the seller but the buyer or a third party who is obliged to apply for such licenses.

4.2 The Seller shall provide the Buyer as early as possible, but no later than 10 days before the delivery date, with all information and data in text form which the Buyer requires in order to comply with the applicable foreign trade and payments law in the case of export,

transfer and import and, in the case of resale, in the case of re-export of the goods and services, in particular for each good and service:

- the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (CCL) or the indication "EAR99", if the goods are subject to the U.S. Export Administration Regulations. If the goods are subject to the United States Munitions List or otherwise subject to the International Traffic in Arms Regulations (ITAR), the buyer shall also request the corresponding indication of the list item,
- all applicable export list items (if the goods are not subject to any export list item, this is to be indicated with "AL:N"),

- the statistical commodity code in accordance with the current goods classification of foreign trade statistics, the HS code and, where required, the CN code/TARIC code, the classification must be correct, complete and traceable,
- the country of origin (non-preferential origin) and,
- if requested by the buyer: Supplier declarations of preferential origin (for European suppliers) or certificates of preference (for non-European countries)
- all conformity, safety, material, customs, origin, emissions, sustainability and supply chain data required for import, export, placing on the market, further processing or resale.

The above information is hereinafter collectively referred to as "export control and foreign trade data".

4.3 In the event of changes in the origin, the characteristics of the goods or services or the applicable export, customs and foreign trade law, the Seller shall update the export control and foreign trade data as early as possible, but no later than 10 days before the delivery date and notify the Buyer in text form. The Seller shall bear all expenses and damages incurred by the Buyer due to the absence or incorrectness of export control and foreign trade data.

4.4 The Contractor undertakes to comply with all applicable sanctions, embargoes, restrictive measures and anti-circumvention provisions, in particular those of the European Union, the Republic of Austria, the United Nations and, to the extent relevant for the delivery, payment, financing, transport, insurance, software, technology or upstream supply chain, also those of the United States of America and the United Kingdom. The Contractor warrants that neither it nor any upstream supplier, subcontractor, owner, controlling company, beneficial owner, carrier or other party involved in the performance of the contract is listed, sanctioned or subject to any relevant prohibition on making funds or economic resources available, payment, delivery or provision of services.

4.5 The Contractor shall not supply any goods, input materials, components, technologies or services whose supply, procurement, import, payment, processing, use, resale or export violates sanctions, embargoes, export control, customs or foreign trade regulations or constitutes a circumvention of such regulations. The Contractor shall effectively pass on this obligation throughout its upstream supply chain and shall provide suitable evidence upon Eckelt's request.

4.6 In the case of iron and steel products as well as goods containing iron or steel input materials, the Contractor shall, upon Eckelt's request, in particular provide evidence that no Russian iron or steel products or input materials prohibited under Regulation (EU) No. 833/2014, as amended from time to time, have been used.

The evidence must relate to the relevant delivery and, where possible, to the relevant batch, and may include in particular mill test certificates, inspection certificates, certificates of origin, supplier declarations, production documents and customs documents. The Contractor shall be liable for the accuracy and completeness of such information even if the goods or input materials originate from an upstream supplier.

4.7 To the extent that delivered goods fall or may fall within the scope of the Carbon Border Adjustment Mechanism (CBAM) or comparable CO₂, emissions, climate or sustainability regulations, the Contractor shall provide Eckelt, in due time, completely and free of charge, with all data, evidence and declarations required for this purpose. This includes in particular the CN code, country of origin, manufacturer, production installation, production route, direct and indirect emissions, calculation method, evidence of embedded emissions, CO₂ prices paid in the country of origin and any other information required for CBAM reports, declarations or customs clearance. Missing, incorrect or delayed information shall entitle Eckelt to withhold payments, refuse acceptance, procure substitute goods and withdraw from the contract, further claims for damages shall remain unaffected.

4.8 In the event of a breach or justified suspicion of a breach of the provisions of this clause, Eckelt shall be entitled to refuse acceptance, payment, further processing or forwarding of the goods until the matter has been fully clarified, to withdraw from the contract in whole or in part, to procure substitute goods and to assert against the Contractor all damages, costs, consequences of delay, contractual penalties, authority costs and third-party claims arising therefrom. The Contractor shall fully indemnify and hold Eckelt harmless in this respect.

5. Prices

The prices quoted are based on the pricing specified in the order and are fixed prices. They are therefore not subject to price adjustments.

Prices include packaging and are delivered free to the destination at the contractor's expense and risk.

All costs for evidence, inspection certificates, conformity documents, customs, origin, sanctions, CBAM, environmental, safety and supply chain documentation are included in the price, unless expressly agreed otherwise in writing.

6. Invoicing

Invoices are to be sent, following completion of supply (service) in accordance with the prevalent tax regulations to the following e-mail address: invoices@eckelt.at.

The invoice must in any case contain the Eckelt purchase order number, delivery date, delivery note number, performance period, VAT identification numbers, mandatory tax information, agreed Incoterms or delivery terms and, where applicable, references to tax exemptions, reverse charge cases or any other legally required invoice information. Incomplete or incorrect invoices shall not trigger the commencement of the payment period.

7. Payment

Payment will be made by Bank transfer to an account which is to be advised in writing, within the time frame given on the order. Payment does not constitute acknowledgement of a satisfactory supply (service) nor does it relieve the Contractor of obligations to Eckelt with regards to fulfillment of contract, warranty and compensation against damage.

On-account payments remain of value in proportion to the complete contract amount.

Claims against Eckelt may not be ceded without strict agreement from Eckelt. Claims change the date of invoice to the date on which Eckelt considers the defect as remedied. Payment terms are those which have been given by Eckelt on their orders unless otherwise agreed in writing.

Eckelt shall be entitled to withhold payments for as long as required delivery, quality, inspection, compliance, customs, origin, sanctions, CBAM, safety or conformity documents are missing or there are doubts as to the contractual or legal conformity of the delivery.

In the event of late payment, interest of 4% per annum shall be charged.

8. Warranty and Guarantee

The Contractor is responsible for providing the ordered materials (services) in accordance with all relevant statutory standards (ÖNORM and DIN) and will provide a complete Warranty and Guarantee (24 Months) unless otherwise agreed. The Contractor is also liable for materials and services in his contract even when not self-manufactured or provided.

Acceptance by Eckelt will be done through checking/testing at the location of use and/or by use of the goods (latest 6 Months following receipt thereof), only after this date does the warranty and Guarantee period begin.

The earliest possible notification of defects (notification of defects) is not a prerequisite for asserting warranty claims. Sections 377 and 378 of the Austrian Commercial Code (UGB) therefore do not apply. Eckelt is free to choose the warranty remedy, whereby price reduction and replacement are also available as priority remedies. The priority of improvement also does not apply in the case of § 933a ABGB (damages instead of warranty).

Costs incurred in connection with repairs or replacement deliveries, such as transport, travel, accommodation, assembly, disassembly, downtime, inspection, sorting, removal, installation, disposal and labour costs, shall be borne by the Contractor. This shall also apply to Eckelt's internal expenses as well as to costs triggered by customers, authorities, inspectors, insurers or other third parties.

Once the defect has been completely made good will the Warranty and Guarantee period begin. Should statute dictate that a defect repair period is necessary, then that period shall be set at 3 weeks. Should any defect, also when it occurs during delivery, Eckelt has the right to request recall at no cost and for a free-of-charge replacement from the Contractor. Subsequent deliveries from the Contractor may be unacceptable until such times that the defect has been corrected.

The Contractor must, without request, provide Eckelt with all documentation for storage and processing in German language, otherwise it will be deemed that costs associated thereto will be borne by the Contractor.

Should Eckelt be required to provide a Warranty to a Third Party, the Contractor is liable in accordance with § 933b ABGB.

9. Sustainability

When purchasing / selling, the contractor commits to the responsible handling of resources such as wood, water and other raw materials and to the resource-saving handling of the environment and, depending on the requirements and needs of Eckelt, must also be able to prove this at any time with the corresponding certificates.

The Contractor further undertakes to comply with all human rights, labour law, environmental law and sustainability-related regulations applicable to it, its goods, services and supply chains. This includes in particular prohibitions on forced labour, child labour, human trafficking, discrimination, unlawful working conditions, corruption, money laundering, terrorist financing, serious environmental violations and other serious compliance violations.

To the extent that goods, packaging, wood, rubber, paper, cardboard, pallets, crates or other materials fall or may fall within the scope of the EU Deforestation Regulation or

comparable deforestation, origin, legality or due diligence regulations, the Contractor shall, upon request, provide all required reference numbers, due diligence statements, origin, legality, geolocation and supply chain evidence completely and in due time.

The Contractor shall pass on the above obligations to its upstream suppliers and subcontractors and shall appropriately monitor their compliance. Where there is justified cause, Eckelt shall be entitled to request evidence, self-disclosures, audit reports, certificates or remedial measures.

10. Compliance with applicable human health and environmental law and regulations

Protection of the environment and the adherence to Health and Safety in the work environment are part of the „Principles of Conduct and Action“ of Eckelt.

Should the goods to be delivered, the packaging or other components contain or deemed to have been produced with dangerous elements – regardless of their characteristics – these must be identified as such and Eckelt must be informed in written form and be provided with a Safety Data Sheet in accordance with DIN 52.900.

The Contractor is obliged to comply with all statutory requirements which directly or indirectly affect the environment and will indemnify Eckelt against any damages or costs from any Third Party - particular the authorities – should non-compliance with these requirements occur.

The Contractor is obliged to comply with all applicable regulations concerning chemical substances sold to Eckelt, no matter if those substances are delivered for own or production usage.

As manufacturer, importer or distributor of the chemical substances sold to the Customer, whether these substances are supplied to be used unaltered, contained in mixtures or articles, the Supplier undertakes to comply with all applicable laws and regulations in force and more particularly with both European Regulations n° 1907/2006 and 1272/2008 respectively regarding the registration, evaluation, authorization and restriction of chemical substances (REACH Regulation) on the one hand and the classification, labelling and packaging of substances and mixtures (CLP Regulation) on the other hand.

As part of this commitment, the Supplier undertakes to permanently comply with any regulatory change and, consequently, to adapt its own obligations towards the Customer for the whole duration of the present agreement. In this respect, the Supplier shall in particular ensure that the substances provided to the Customer are duly registered for the uses that have been

indicated to him by the Customer. The Supplier undertakes to provide the Customer with the registration numbers of the substances.

If delivered articles contain substances of very high concern (SVHC) in a concentration of more than 0.1% by mass per article, the Contractor shall, without being requested to do so, provide Eckelt with all information pursuant to Article 33 REACH as well as, where applicable, SCIP information or SCIP numbers, completely and in due time. Any changes to the Candidate List, authorization requirements, restrictions or substance compositions shall be notified to Eckelt without delay.

If the substances, mixtures or articles delivered to Eckelt are subject to authorization requirements or restrictions, the Contractor undertakes to inform Eckelt in writing of any restrictions or prohibitions of use relating to such substances and of any possibilities to replace such substances.

The Contractor shall notify Eckelt in writing at least six months in advance if, during the term of the contract, it intends to change components, formulations, technical characteristics, manufacturing processes, production sites, origins, supply chains or conformity characteristics of the delivered substances, mixtures or articles, or to discontinue their sale. In the case of changes relevant to safety, authorization, sanctions, CBAM, EUDR or customers, such information shall be provided without delay.

All information required to enable Eckelt to use, store, process, label, transport, dispose of and further supply the substances, mixtures and articles safely, lawfully and for their intended purpose shall be enclosed with such substances, mixtures and articles.

The Contractor shall be liable to Eckelt for all financial consequences arising from non-compliance with the requirements under REACH, CLP, SCIP, environmental, chemicals, waste, packaging and other relevant regulations or from related contractual obligations. The Contractor shall indemnify and hold Eckelt harmless against all claims by third parties, customers, authorities, insurers and other parties arising from such breach of duty. Any limitations of liability provided elsewhere shall not apply in this respect.

11. Safety and Worker Protection

The Contractor shall ensure and be solely responsible that his employees and his subcontractors are aware of the applicable laws and regulations concerning health and safety, the regulations of Eckelt (e.g. "Guidelines for contractors when working on company premises", "Safety regulations Eckelt Glas GmbH ") and that their work is carried out in accordance with these laws, rules and regulations.

Eckelt reserves the right to inspect the health and safety arrangements of the Contractor and its subcontractors. For this purpose, representatives of Eckelt are to be always granted unrestricted access and to all those locations which enable this inspection activity to be carried out.

If the health and safety arrangements comply with the above mentioned laws, rules and regulations, Eckelt will bear the costs and expenses of the inspection, but if there is a breach, the costs and expenses of the inspection will be borne by the Contractor.

Should the Contractor and/or his subcontractors fail to comply with any of the above terms and conditions and fail to remedy this non-compliance immediately, Eckelt has the right to stop all payments due and/or terminate the contract as a whole or concerning individual parts and declare the non-compliance as a breach of contract. In this case Eckelt is furthermore not obligated to accept deliveries and services not yet provided. Eckelt expressly reserves all rights and legal remedies regarding a non-fulfillment of the mentioned terms and conditions, neither an action nor an omission of an action by Eckelt represents a waiver of these rights or legal remedies.

The Contractor further agrees to be liable for all damages resulting from non-compliance with the above terms and conditions as well as employee protection regulations.

Eckelt is only liable for other damages, which occur to the Contractor or the employees employed by him during work on the Eckelt company premises, in the case of intent and gross negligence.

This limitation of liability also applies if the damage is caused by an employee of Eckelt. The Contractor undertakes to only employ such workers on the company premises of Eckelt who have effectively agreed to such a limitation of liability, otherwise he must indemnify and hold Eckelt harmless.

12. Product Liability

The Contractor declares that it is aware of the final product into which its supplied part or raw material is to be integrated. It shall be liable for ensuring that its product fully meets the requirements of the final product.

If Eckelt is held liable due to a defect in the contractual component product, the Contractor undertakes, in addition to its statutory liability, not only to reimburse Eckelt for any replacement performance provided, but also to compensate Eckelt for all costs incurred by Eckelt as a result of the liability case.

The Contractor undertakes to make available to Eckelt without delay all information concerning possible or newly discovered defects in the contractual supplied product.

This also includes recall, safety, market surveillance, authority, conformity, approval, certification and warning notices.

If, due to new findings, the supplied raw material or component product can no longer be used at all, or can no longer be used in connection with Eckelt's final product, the Contractor undertakes to take back any remaining stocks at invoice value.

The contracting parties assume that the contractual component product or raw material is a product of the Contractor for which the Contractor is liable as manufacturer. If it becomes apparent that component products were not manufactured by the Contractor itself, the Contractor nevertheless undertakes to be liable towards Eckelt as if it were the manufacturer.

The contracting parties expressly agree that the Contractor shall also be liable for property damage suffered by Eckelt as an entrepreneur. Any provisions or announcements to the contrary shall be irrelevant.

If Eckelt is deemed to be an importer, the Contractor undertakes, in the event that claims are asserted against Eckelt under the Product Liability Act, to provide full recourse, i.e. to reimburse Eckelt for all expenses and costs which Eckelt, as importer, has to bear due to the delivery of the defective imported product, even if another legal system would not allow recourse at all or not to this extent.

The Contractor is aware of the extensions under Austrian product liability law, which treats the importer in the same way as a manufacturer. It also acknowledges that, in addition to personal injury, property damage and financial loss, consequential costs, recall costs, replacement costs, inspection costs, sorting costs and customer claims must also be compensated, to the extent legally permissible.

All delivered products must comply with the applicable product safety, market surveillance, CE, UKCA, construction products, machinery, electrical equipment, radio equipment, low-voltage, EMC, RoHS, WEEE, battery, packaging, chemicals, labelling, documentation and conformity regulations, to the extent applicable in each case. The Contractor shall provide the required declarations of conformity, declarations of performance, test reports, certificates, technical documentation, operating instructions, warning notices and markings in due time and in the required language.

13. Insurances

The contractor undertakes to take out and maintain adequate liability insurance. The contractor must provide proof of insurance coverage (including payment of insurance premiums) upon first request.

The insurance cover must adequately cover the nature, scope and risk of the deliveries and services assumed and must include, in particular, business liability, product liability and environmental liability as well as, where applicable, recall, removal, installation, processing, mixing, connection, assembly, transport and financial loss risks. Upon request, evidence must be provided by means of a current insurance confirmation stating the coverage amounts and exclusions. The absence of insurance cover shall not limit the Contractor's liability.

14. Supply of Glass in Crates

The supplier must ensure that the trestles used for transports of glass crates have a minimum inclination angle of 4 degrees and that the crates are duly stored on the trestle.

Before unloading at our site, the inclination angle is checked. If it is not at least 4 degrees, unloading will be refused.

In addition, the Contractor shall ensure that racks, crates, load securing, centre of gravity, stacking, labelling, moisture protection and transport securing are suitable for the specific glass type, dimensions, weight and mode of transport. The Contractor shall bear any damage, delays and additional costs resulting from unsuitable packaging or transport securing.

15. Deliveries of machinery and operating equipment

The delivered items must comply with all safety provisions, laws, regulations, standards and other technical rules applicable to them, in particular the General Employee Protection Regulation, the relevant employee protection provisions, Machinery Directive 2006/42/EC, the Austrian Machinery Safety Regulation 2010 and the electrical engineering regulations applicable in Austria. From the respective date of application, Regulation (EU) 2023/1230 on machinery, including its transitional and subsequent obligations, shall be complied with.

These provisions as well as a detailed description of the plant and its installation, prepared in German, shall form part of each delivery.

The Contractor shall in particular provide CE conformity, risk assessment, EC/EU declaration of conformity, complete technical documentation, operating and maintenance instructions in German, circuit diagrams, spare parts lists, software versions, interface descriptions, safety functions, test records, acceptance documents and any required training documents. In the case of machines or systems with software, remote maintenance, network connection or data interfaces, IT security, access protection, update, backup and documentation requirements shall be disclosed and complied with.

16. Services, Installation & Personnel

If the commissioned services involve services, assembly work, assembly personnel, or leasing personnel provided by Eckelt directly or as a subcontractor, it is agreed that all statutory wage costs and ancillary wage costs shall be paid by the contractor.

The Contractor shall in particular comply with all labour law, social security, wage tax, posting of workers, temporary agency work, collective bargaining agreement, minimum wage, working time, residence and notification obligations and shall provide Eckelt with corresponding evidence upon request. In the event of breaches, the Contractor shall fully indemnify and hold Eckelt harmless.

For installation contracts as sub-contractor, the Contractor assumes responsibility for disposing of all packing materials in accordance with legal requirements. This service is included in the agreed prices.

17. Working on site

Pursuant to Section 8 of the Austrian Employee Protection Act (ASchG), contractors and clients shall cooperate in the implementation of safety and health provisions. In particular, they shall coordinate their activities in the field of hazard prevention and inform each other, their employees and the competent employee representative bodies of any hazards.

However, these provisions shall not limit the responsibility of each individual employer to comply with the employee protection provisions applicable to its own employees.

The Contractor shall comply with all currently or future applicable employee protection and accident prevention provisions, in particular the Austrian Employee Protection Act including the related regulations, the Construction Worker Protection Regulation, the Workplace Regulation, the Work Equipment Regulation and any other legally required safety provisions.

Market placing regulations such as Regulation (EC) No. 1907/2006 (REACH), Regulation (EU) 2017/821, Directive 2011/65/EU (RoHS), Directive 2012/19/EU (WEEE) and their implementation into national law, e.g. the Austrian Waste Electrical and Electronic Equipment Ordinance, shall be complied with. The same applies to any applicable battery, packaging, product safety, market surveillance, machinery, radio equipment, low-voltage, EMC, construction products, forced labour, deforestation, sanctions and CBAM regulations.

In particular, the Contractor shall further prove that the legal requirements for occupational health and safety have been fulfilled (e.g. driving license, medical

examination, instruction, specialist qualifications, etc.).

When working on the client's premises, care must also be taken to ensure that personal protective equipment (PPE) is worn. On request, this can be provided by the client on site.

The contractor must in particular follow the "Guidelines for external companies when working on company railings" as well as the "Safety regulations Eckelt Glas GmbH".

Any waste caused by the contractor (e.g. packaging of delivered material etc.) is to be disposed of by the contractor himself. The use of our internal waste disposal system (containers etc.) is strictly prohibited for external companies - regarding waste caused by them.

We expressly point out that the use of subcontractors and the formation of joint ventures is only permissible with the consent of the client. If this is given, the conditions applicable between the contractor and the client must be imposed on the subcontractor.

18. Data Protection

The contractor shall process all personal data with which it comes into contact during the performance of its tasks in compliance with the provisions of data protection and shall not pass them on to third parties or use them for purposes other than the performance of the contract without our consent.

The contractor assures that the processing and use of the data takes place exclusively in member states of the European Union. Any relocation of a processing step to a third country requires the prior consent of the Client.

The Contractor assures the implementation of and compliance with the agreed general and technical and organizational measures in its area of responsibility in accordance with Art. 32 EU-DSGVO. In particular, the contractor shall organize its internal organization in such a way that it meets the special requirements of data protection. It shall take technical and organizational measures to adequately secure the Client's data against misuse and loss.

In all cases, the contractor shall immediately notify the client in writing if violations of regulations for the protection of the client's personal data or of the stipulations made in the contract have occurred through him or the persons employed by him.

After termination of the contractual relationship or earlier upon request by the Client, the Contractor shall hand over to the Client or, after prior consent, destroy in accordance with data protection law all documents, processing and utilization

results produced and data files which have come into its possession, and which are connected with the contractual relationship.

The protocol of the deletion shall be submitted without request.

19. Confidential agreement

The Contractor shall treat all business, on which he gets knowledge during execution of the contract, strictly confidential. He will point out his commitment to this agreement. The obligation to maintain secrecy also exists when the contractual relationship has ended, as long as the business secrets have not been publicly disclosed.

Reference to the business relations with the client in publications (for example, advertising, reference lists, etc.) is only permitted to the Contractor after the consent given in writing by the customer.

The confidentiality obligation includes in particular technical drawings, prices, calculations, customer and project data, formulations, production data, quality documents, complaint data, audit information, IT access credentials, compliance documents and other non-public information. The Contractor shall implement appropriate organisational and technical protective measures.

20. Manufacturing information

The Contractor may not use, reproduce, analyse, reverse-engineer, further develop or enter into AI, cloud, simulation or other external systems any documents, data, models or specifications provided, whether for its own purposes or for third parties, unless Eckelt has given its prior written consent.

21. Patents, Copyright, intellectual property rights

The Contractor must protect Eckelt from any claims which might result from patent infringement, copyright or intellectual property rights with regards to all materials and services provided as part of the contract. The Contractor must guarantee Eckelt unlimited use of the supplied materials and or services. In addition, the Contractor assures Eckelt that all such rights and protection are included in the agreed price.

The Contractor warrants that the deliveries and services do not infringe any third-party rights and that all required rights of use, modification, reproduction, documentation, software, interface and transfer rights have been granted in favour of Eckelt and its customers, to the extent required for use, operation, maintenance, further processing, resale or documentation.

22. Advertising

Should the Contractor wish to use the end product or building where the end product is installed for advertising or marketing purposes, it will be necessary to obtain written authority to do so from Eckelt as it may be our intention to include the project in our reference list which has a particular marketing value.

Should Eckelt give permission to use the end product for marketing purposes (publication of any kind e.g. literature, Internet, Photos, exhibition materials etc.), then Eckelt Glas GmbH must be noted as the client.

Should the Contractor not comply with this condition, a penalty of 10 % of the contract value will be levied against the Contractor. This will be notified in written form from Eckelt to the Contractor and is in accordance with the judicial right of reduction (§ 1336 Austrian ABGB).

Eckelt may choose to use outstanding payments to the Contractor for this purpose.

Consent to advertising shall never automatically include the use of trademarks, logos, photographs, customer names, project information, technical details, personal data or confidential information, a separate written approval shall be required in each case.

23. Place of fulfillment

The legal place of fulfillment is in all cases Eckelt Glas GmbH, Resthofstraße 18, A-4400 Steyr, unless otherwise agreed in writing. Provision of goods and services is always at the suppliers' risk and expense. This also applies should Eckelt determine that the goods be supplied to an alternate location other than the place of fulfillment.

Risk, costs and responsibility for proper packaging, transport, load securing, export, transit, import, customs, sanctions, safety and delivery documentation shall remain with the Contractor until contractual handover at the agreed destination, unless expressly agreed otherwise in writing.

24. partial ineffectiveness

Should parts of these purchasing conditions become, for whatever reason, legally ineffective, the remainder will continue to be legally effective. At the point where the ineffectiveness occurs, Eckelt will determine a suitable business-like solution.

To the extent that a validity-preserving reduction is legally permissible, the invalid or unenforceable provision shall be deemed reduced to the legally permissible extent. Mandatory statutory provisions shall remain unaffected.

25. Jurisdiction, law

The place of jurisdiction for both parties for all disputes arising from the contractual relationship in question is the competent court in Steyr. Austrian law applies exclusively, whereby the application of the UN Convention on Contracts for the International Sale of Goods and international referral standards are expressly excluded.

The occurrence of disputes does not entitle the contractor to withhold or suspend due deliveries and/or services.

The contract language is German.

Amendments, supplements and ancillary agreements must be made in writing, unless mandatory law provides otherwise. This shall also apply to any waiver of the written form requirement. In case of doubt, the German-language version shall prevail.