

# **GENERAL TERMS AND CONDITIONS OF PROJEKT SPIELBERG GMBH & CO KG CONCERNING THE PURCHASE OF GOODS AND SERVICES**

## **1. GENERAL**

The following General Terms and Conditions concerning the purchase of goods and services ("Terms of Purchase") apply on all contracts and orders closed between Projekt Spielberg and contracting parties regarding a purchase of goods or services and form an integral part of these Agreements, as well as the General Terms and Conditions of Business of Projekt Spielberg GmbH & Co KG and the Supplier Code of Conduct for Business Partners. Furthermore, these Terms of Purchase shall be applicable to all cases, including time limited and long-term obligations as well as for any future deliveries and/or services of the Contractual Partner. Any General Terms and Conditions or similar of the Contractual Partner shall be invalid, even if Projekt Spielberg has not expressly rejected them. Those will only apply if explicitly accepted in writing by Projekt Spielberg.

(Automatic generated) additions or changes, like references to the Contractual Partner 's general terms and conditions on the order confirmation, are invalid and irrelevant.

Offers made to Projekt Spielberg, regardless of what preparations were necessary for these (e. g. plans, samples, models, etc.), shall be free of charge.

In the event of enduring business relations, such as at the area of catering trade as well as at the area of building and infrastructure management, any later purchase orders including those given orally shall be considered as issued at our Terms of Purchase, even without any separate reference to them. The same applies to orders in the catering trade sector that are placed via a webshop.

## **2. PURCHASE ORDERS**

Purchase orders are only binding Projekt Spielberg if they are officially signed by an authorized representative. Any purchase order is valid for 10 days after its receipt by the Contractual Partner. Projekt Spielberg must receive a written order confirmation not later than 10 days after delivery of the purchase order, otherwise Projekt Spielberg is no longer bound by its order. Until the arrival of the confirmation Projekt Spielberg shall be entitled to revoke the respective

purchase order without this giving rise to any claims against Projekt Spielberg on the part of the Contractual Partner. Additional changes of the specification of goods or services need to be confirmed in written form by Projekt Spielberg. The Contractual Partner is obligated to immediately notify any ambiguities or options about the type of goods, scope of service or the quality concerning the services to be provided to give Projekt Spielberg the opportunity to clarify the order in written form. The Contractual Partner shall bear the costs arising from failure to comply with this obligation. The original order value must under no circumstances be exceeded.

The final planning documents shall be reviewed for completeness as well as for their legal and technical feasibility free of charge and without delay by the Contractual Partner. If any concerns arise regarding the planned type of execution, the Contractual Partner is obliged to notify these concerns to Projekt Spielberg in written form immediately. Otherwise, the Contractual Partner is fully liable for any consequences of omission.

If no prices are quoted in the order, they must be defined in the corresponding order-confirmation, which must also be confirmed by Projekt Spielberg in writing, whereby the Projekt Spielberg retains the right not to accept the prices quoted by the Contractual Partner and to refrain from entering into the contract within a reasonable period of time.

### **3. DELIVERY AND PLACE OF PERFORMANCE**

The delivery shall be made at the Contractual Partner's expense and risk. Furthermore, the delivery must be covered with transport insurance by the Contractual Partner.

Without Projekt Spielberg's consent, the placed order must not be subcontracted, neither in parts nor fully. An infringement of this provision shall entitle Projekt Spielberg, without prejudice to further rights, to cancel and/or immediately terminate the contract. Without restricting the general validity of the above, any transmission of an order is made on the expenses and risks of the Contractual Partner.

The Contractual Partner shall be fully liable for the deliveries and services furnished by its subcontractors.

All agreed periods/dates of delivery/service (including but not limited to production/manufacturing plans, dates as per the payment schedule, etc.) shall be binding and strictly observed by the Contractual Partner. Early or partial deliveries as well as deliveries exceeding the agreed quantities require a prior written consent by Projekt Spielberg. The payment period shall only commence on the date contractually agreed upon. In the absence of such consent, Projekt Spielberg may refuse the delivery or return it to the Contractual Partner at the latter's expense. Regardless of the existence of a prior written consent the Contractual partner is obliged to replace Projekt Spielberg any expenses, costs and any other direct and indirect damages

incurred by the early or partial delivery and by deliveries exceeding the agreed quantities. If any events occur which prevent Projekt Spielberg, through no fault of Projekt Spielberg's own (e.g., business interruptions or any other kinds of events) to accept the delivery, Projekt Spielberg shall be entitled to agree upon a suitable alternative date and the Contractual Partner shall arrange for storage free of charge and at his risk.

If compliance with the delivery date is at risk, the Contractual Partner shall immediately notify Projekt Spielberg. The Contractual partner is obliged to undertake all required and reasonable actions to keep the delay to a minimum. In cases of any imminent or already occurred delay Projekt Spielberg is entitled to demand the Contractual Partner to use of the fastest possible way of transport at the latter's expense.

Unless otherwise agreed in writing, any delivery periods that may have been fixed in the purchase order shall commence on the date the purchase order is sent by Projekt Spielberg. If no specific periods/dates of delivery/service are stated in the purchase order, the Contractual Partner shall provide the deliveries/services immediately after conclusion of the contract and complete them without delay. In the event of noncompliance with the agreed periods of performance or in case of an accepted postponed delivery date by Projekt Spielberg, the Contractual Partner shall bear a penalty for breach of contract regardless of causality of 5% of the order value per started week of delay, limited to a maximum of 20% of the agreed remuneration.

If an agreed delivery deadline is overshoot by more than 14 days, Projekt Spielberg is entitled to withdraw entirely or partially from the contract with immediate effect without a grace period, regardless of the reason for the delay. However, if Projekt Spielberg accepts the goods despite of failure to keep the date, the Contractual Partner shall bear all costs for any specific measures required (air freight, express goods, etc.) The obligation to pay the penalty for breach of contract shall remain unaffected by this provision. Projekt Spielberg is entitled to introduce changes in quantities and dates of the placed orders within the agreed reaction time. If a fixed delivery date has been agreed upon, the contract shall be canceled as soon as this date is exceeded unless Projekt Spielberg demands the fulfillment of the contract within 7 days of exceeding the fixed delivery date.

The goods shall be delivered to the place of destination named in the written order or agreement. If there is no place of delivery defined in the written order, the Contractual Partner is obliged to inquire about the place of delivery immediately.

The provision of the Deliveries/Services must be in line with the recognized rules of technology and all legal regulations in force at the place of performance. Full performance of the agreed Deliveries/Services includes effective transfer of unrestricted, unencumbered title to all parts of the Deliveries/Services and obtaining unrestricted power to dispose of the same.

#### **4. SHIPPING**

Without corresponding shipping documents, the delivery cannot be accepted as the fulfilment of the order. In such cases the delivery will be stored at the Contractual Partner's cost and risk. Shipments shall be packed in accordance with the product properties and with the relevant specific requirements as well as with the diligence of a prudent businessman. All damage costs resulting from non-compliance with the stated or otherwise agreed packaging/shipping/documentation or delivery terms shall be reimbursed/borne by the Contractual Partner. The Contractual Partner shall expressly inform Projekt Spielberg in good time if the object of the order requires special shipping and packaging measures. Projekt Spielberg is entitled to obtain at its cost a certificate of inspection issued by an independent and renowned international agency before goods are shipped. In case more goods are produced than the amounts stated in the orders, Projekt Spielberg can either request delivery of such goods at a price to be agreed or to request the Contractual partner to destroy the excess goods at the Contractual Partner's cost whereby the supplier must provide Projekt Spielberg with evidence of such destruction.

The Contractual partner guarantees full compliance with all obligations under the Packaging Ordinance 2014 as well as the Austrian Waste Management Act 2002 as amended from time to time, and indemnifies Projekt Spielberg against any claims by third parties arising from non-fulfillment or

inadequate fulfillment of these obligations. In particular, the Contractual partner undertakes to:

- Register with a collection and recycling system approved in Austria
- Report all packaging quantities placed on the market correctly and on time
- Pay all system fees on time
- Provide suitable proof upon request by Projekt Spielberg.

Projekt Spielberg is entitled to verify compliance with these obligations at any time. In the event of violations, Projekt Spielberg reserves the right to reject deliveries, pass on costs, or terminate the contract.

#### **5. PRICES**

Prices, which include packaging, are fixed prices that may not be raised for any reason whatsoever.

#### **6. INVOICING**

Following proper delivery (performance), invoices, taking account of relevant formal VAT law provisions, must be sent in digital form to [invoice@projekt-spielberg.com](mailto:invoice@projekt-spielberg.com), Projekt Spielberg GmbH & Co KG, Red Bull Ring Straße 1, 8724 Spielberg. Exempted from this obligation of the digital transmission is the delivery of goods regarding the area of materials management, which can also be transmitted by post. For further information, please refer to our information sheet about digital

invoicing. Invoices must contain all required and applicable data such as the IBAN number, BIC code or UID number. Otherwise, any costs incurred because of failure by the Contractual Partner to do so must be borne or reimbursed by the Contractual Partner.

## **7. PAYMENT**

Unless otherwise agreed, payment is made by bank transfer to an account specified in writing, applying a cash discount of 3% within 14 days of goods and invoice receipt or net within 45 days. This or the otherwise agreed period relates to the authorization of the bank transfer. Payment implies no acknowledgment of the proper nature of delivery (performance) and therefore no waiver of Projekt Spielberg's entitlement to claims for faultiness in performance relating to warranties or compensation. Payments against invoice receipt and advance payments are excluded in any case. No securities are furnished for proper payment. In case of a defect covered by warranty, Projekt Spielberg shall be entitled to postpone the payment until such defect has been properly remedied.

## **8. PROHIBITION OF ASSIGNMENT**

Claims incurred by the Contractual Partner against Projekt Spielberg may not be assigned to third parties.

## **9. TRANSFER OF GOODS, GUARANTEE, COMPLAINTS AGAINST THE VENDOR**

The Contractual Partner shall guarantee the completeness and suitability of all deliveries and services for the concrete intended use and the fact that all deliveries and services are completely free of fault for the entire guarantee period. This includes all material and legal defects. The statutory provisions concerning warranty and damage compensation apply, unless otherwise defined by these Terms of Purchase. When the goods are delivered, an employee authorized by Projekt Spielberg signs the shipping documents. This provides confirmation of receipt only, but not confirmation of the quality and quantity of that delivery. Therefore, confirmation of acceptance or receipt on the return shipping bill and payment as well as any payment are no indication of receipt of a proper shipment. Projekt Spielberg is not obligated to check or inspect the goods and services received from the Contractual Partner before startup or use.

Projekt Spielberg shall notify the Contractual Partner in writing about any deficiencies of a shipment as soon as such deficiencies have been discovered in the course of an orderly business practice. In case Projekt Spielberg complies with the afore-stated condition the Contractual Partner hereby waives his right to reject delayed notification of deficiency. The Contractual Partner bears the burden of proof for the nonexistence of any defects within the warranty period. In the absence of a separate written

agreement, the Contractual Partner shall give full warranty and guarantee for a period of 3 years for the execution of the delivery (performance) in compliance with the order and ensure conformity with all relevant legal and Austrian standards (ÖNORM) provisions. Any deficiencies must be asserted within 2 years of acceptance in the case of movables and within 3 years of acceptance in the case of immovables. The warranty period for hidden defects, defects which cannot be detected at acceptance or receipt and defects of title, shall not commence until such defects are identified.

If the use of the goods or services is significantly negatively affected or even prevented by the defect, the warranty period shall commence again at the time of the delivery of the remedied or substitute goods. The warranty period shall be interrupted by downtimes/times during which the entire Delivery and/or Service cannot be used that have been caused by the Contractual Partner and/or are due to the defect. This shall apply to times during which defects are remedied. Any other rights to which Projekt Spielberg may be entitled due to defectiveness of Deliveries/Services shall remain unaffected hereby.

Without prejudice to other legal contingencies, Projekt Spielberg has the right in case of liability, even where the deficiency is minor or rectifiable, to demand at Projekt Spielberg's discretion a free substitute delivery, rescission, free rectification of the deficiency or an appropriate price reduction, or to have the deficiency rectified at the cost of the Contractual Partner. The warranty and

guarantee term shall begin again when the deficiency is finally rectified.

In the case of minor defects (up to EUR 10.000,-net) or in the case of defects which cannot be remedied without delay, in particular in cases of imminent danger, Projekt Spielberg shall be entitled to remedy such defects or have them remedied immediately at the expense of the Contractual Partner, whereby other claims of Projekt Spielberg shall remain unaffected thereby. The Contractual Partner shall bear the risk of these remedies.

This liability is unrelated to the negligence of the Contractual Partner or the recognition or discernibility of deficiencies in respect of the delivery. The Contractual Partner is obliged to indemnify Projekt Spielberg against claims of third parties resulting from such deficiencies.

## **10. TERMINATION RIGHTS OF INDIVIDUAL AGREEMENTS AND FRAMEWORK AGREEMENTS**

Based on these Terms of Purchase Projekt Spielberg shall be entitled to terminate all concluded individual agreements as well as framework agreements at any time under observation of a 30-day period of notice. Terminations by Projekt Spielberg do not require any justification. In case of Termination the Contractual Partner must not assert any claim against Projekt Spielberg. By way of derogation from the provisions of this General Terms agreements can be concluded upon a temporary period or upon different conditions. Such agreements cannot affect Projekt Spielberg's



Terminations Rights above and shall only be valid when expressly declared in writing. Projekt Spielberg's right to immediate termination of individual and framework agreements as agreed above remains unaffected.

Projekt Spielberg is entitled to withdraw from the agreement, in case of repeated infringements of these General Terms, or provisions of the individual or framework agreement by the Contractual Partner. Projekt Spielberg's right to terminate for good cause shall also be applicable, if objective reasons regarding the Contractual Partner's ability to pay have arisen if an application for the initiation of insolvency proceedings is rejected for lack of cost-covering assets or if the company is not retained after the start of the insolvency proceedings. The same applies upon the expiration of a period of 6 months after the start of the insolvency proceedings. Furthermore, Projekt Spielberg is entitled to terminate the agreement if the Contractual Partner has been taken over by another company. This also includes if the acquisition occurs indirectly but also if de facto control over the Contractual Partner has changed.

## **11. PRODUCTION DOCUMENTS**

Any models, samples, drawings, plans, clichés or other material provided by Projekt Spielberg remain Projekt Spielberg's property. This includes the immaterial intellectual property, which is to be designated as such and over which Projekt Spielberg may freely dispose. These

materials must be used exclusively to perform Projekt Spielberg's orders; they shall not be made accessible to or transferred to uninvolved or external third parties in the performance of orders. They must be returned to Projekt Spielberg immediately and free of charge following delivery of the order.

Drafts or other services – of whatever kind – prepared for Projekt Spielberg by the Contractual Partner shall transfer into Projekt Spielberg's property with all rights, in particular all rights of utilization. If the Contractual Partner services are protected by intellectual property rights, Projekt Spielberg shall have global rights of exploitation (in whatever form) in respect of the drafts or other services prepared for Projekt Spielberg by the Contractual Partner and these rights shall be irrevocable, exclusive, indefinite, and with unlimited territorial scope. Projekt Spielberg is also entitled to transfer these rights in full or in part to third parties, award sublicenses, grant rights and/or approval of exploitation and exercise these rights on behalf of Projekt Spielberg or through third parties.

Projekt Spielberg is entitled to apply for registration of the services rendered, in full or in part or in connection with other services of the Contractual Partner, by Projekt Spielberg or by third parties, as a trademark, registered design, utility model, patent or other industrial property right available now or in the future in Austria, outside of Austria or internationally, in particular the EU area. To the extent permitted by the respective legal system, the contracting party waives any designation in

connection with the registration, in particular as author, creator, designer or inventor, and will make all declarations required in the course of the registration procedure. The granting of this right is fully covered by the remuneration for the purchase of goods or utilization of services.

## **12. TOOLS**

Tools and devices, including all spare parts, design drawings, documentation, maintenance documents, operating instructions, rights, etc., constructed on the behalf of and paid for by Projekt Spielberg are Projekt Spielberg's absolute property, of which Projekt Spielberg may dispose at any time without incurring additional costs.

## **13. CONFIDENTIALITY**

The Contractual Partner is obliged to protect the confidentiality of all information connected with any contractual relationship with Projekt Spielberg and the existence of such contractual relationship even after the termination of the business relationship. In particular, any form of advertising that makes reference to the products supplied or the contractual relationship with Projekt Spielberg is prohibited.

The name or trademark of the manufacturer may only appear on goods produced to Projekt Spielberg's specifications with Projekt Spielberg's express consent in writing. Any such consent only applies to the specific case for which it was granted.

## **14. PATENTS, DESIGNS, COPYRIGHT, TRADEMARKS**

The Contractual Partner is obliged to indemnify Projekt Spielberg against any disputes linked to patents, design rights, copyright, or trademarks arising in connection with the delivery and/or performance and to guarantee Projekt Spielberg the unrestricted usage of the goods supplied and/or services rendered as well as their freedom from all rights of third parties.

## **15. DATA PROTECTION**

The Contractual Partner ensures that any personal data provided by Projekt Spielberg shall only be used in accordance with applicable data protection laws as well as the offering of sufficient safeguards concerning data subjects' rights. The Contractual Partners will conclude all due to the purchase of goods or services necessary contracts, such as data processing agreements or agreements on joint data processing as far as statutorily required.

## **16. GENERAL APPLICABILITY CLAUSE**

In the event one of these provisions becomes legally invalid, this shall have no bearing on the remaining provisions of these Terms of Purchase.



## **17. COMPLIANCE AND SOCIAL RESPONSIBILITY**

Projekt Spielberg acts according to basic values of social equity, environmental protection and a on fair and nondiscriminatory cooperation. Projekt Spielberg supports and respects the protection of internationally proclaimed human rights unconditionally and expects the Contractual Partners as well as their subcontractors to do everything in their power to meet all of the applicable laws and regulations.

In this context the following aspects are of particular importance:

- respect of fundamental and human rights,
- ban on child labor and forced labor,
- compliance with the minimum wage and social benefits set by law,
- compliance with the working times set by law,
- compliance with health protection and occupational safety requirements,
- compliance with applicable laws and regulations relating to freedom of association and right to collective bargaining,
- ban on discrimination for reasons of race or owing to the ethnic origin, the sex, the religion or ideology, a disability, the age or the sexual identity,
- responsibility for the environment and compliance with the applicable environmental protection regulations,
- compliance with the hygiene regulations for workplaces,

- compliance with the anti-corruption regulations and the ban on either actively or passively, directly or indirectly participating in any form of bribery and corruption or inadmissible granting of benefits,
- compliance with applicable competition and antitrust laws, in particular compliance with the prohibition of anticompetitive agreements.

## **18. FINAL PROVISIONS**

The Contractual Partner agrees to indemnify and hold Projekt Spielberg harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debts and expenses (including but not limited to attorney's fees) arising from or in connection with a breach of his obligations under these Terms of Purchase or any other Contract. The Contractual Partner shall bear all costs associated with contract negotiations or the execution of contracts, including all consulting fees for attorneys and tax advisors, himself and without any claim for compensation against Projekt Spielberg.

Any amendments or supplements to these Terms of Purchase shall require written agreement. This applies also to a change in this formal requirement.

## **19. JURISDICTION, CHOICE OF LAW**

These Terms of Purchase as well as all individual and/or framework agreements concluded upon these Terms of Purchase are

subject to Austrian law except for the relevant provisions on Conflict of Laws and the UN Sales Convention. If the Contractual Partner is domiciled within the European Union or if an enforcement agreement for civil and commercial matters exists between the Contractual Partner's country of domicile and the Republic of Austria, any disputes arising out of or in connection with these Terms of Purchase or framework or individual agreements concluded on the basis of these Terms of Purchase, including disputes regarding their conclusion, legal validity, amendment and termination, shall be subject to the exclusive jurisdiction of the competent court of Projekt Spielberg. If the Contractual Partner has its seat in none of the aforementioned countries, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said

Rules. The place of arbitration shall be Vienna. If Projekt Spielberg and the Contractual Partner are unable to agree on an arbitrator within two weeks, the arbitrator shall be appointed by the Presidium of the International Chamber of Commerce in Vienna at the request of one of the parties. The language of the arbitration proceedings shall be German.

Regardless of the language into which these Terms of Purchase are translated, only the version in German shall be deemed authentic and authoritative. This shall also apply in particular to questions of interpretation of these Terms of Purchase.

Spielberg, February 2026