

## List of Minimum Legal Requirements for Sales (Offers)

- Our enclosed Terms and Conditions of Sale shall be exclusively applicable. These can also be downloaded from the following link: <https://www.votlabor.com/en/general-terms-conditions/>. They shall apply regardless of any reference made by Buyer to its own terms & conditions of purchase or other terms and conditions, including if Seller has not explicitly objected to the inclusion thereof. Furthermore, this shall also apply in cases where Seller, in full awareness that Buyer's terms & conditions contradict or differ from its own, provides the contractual items without reservation.
- **Warranty:** The warranty period is 12 months following receipt of the goods. Buyer shall send explicit written notification of defects in the contractual goods, namely within 7 days of receiving the goods in the case of obvious defects, and within 7 days of discovery in the case of hidden defects. The presumption of defects in the goods in the first 6 months following handover, as set forth in § 924 Austrian Civil Code [ABGB], shall not apply.
- **Liability:** Seller shall only bear liability for gross negligence. The burden of proof shall be borne by Buyer. No liability whatsoever shall be incurred for loss of profit or for direct or indirect losses and consequential losses. The aforementioned limits on liability do not apply insofar as mandatory liability applies (i) under the Austrian Product Liability Act [PHG] (ii) due to willful intent or blatant gross negligence [krass grobe Fahrlässigkeit] (iii) due to loss of life, personal injury or damage to health. Damages claims shall become time barred 3 years after the damage occurred.
- **Retention of title:** Seller reserves ownership of the goods sold until the purchase price has been paid in full.
- **Confidentiality/Intellectual Property:** Buyer shall ensure that all technical and commercial information of Seller of which it becomes aware as part of the contractual relationship remains confidential. This shall apply without limitation also after expiry of the contract. Any intellectual property rights of Seller shall in any event be and remain the property of Seller. Any transfer of ownership of Seller's intellectual property rights or the granting of any licenses or other rights of any kind thereto shall require an express and separate written agreement to be signed by both parties. Seller shall not be liable for infringement of intellectual property rights if the goods have been manufactured according to drawings, models or other information provided by Buyer.
- **Export Control/Trade Compliance:** Offers and deliveries are subject to trade compliance checks according to EU and US export control provisions and sanctions. Where applicable, delivery may be subject to receipt of relevant export control licenses. If fulfillment of this contract violates EU and US export control provisions, Seller has the right to withdraw from this contract. In this case, Seller shall be indemnified and held harmless by Buyer. In case of deliveries to embargoed countries (e.g. military embargo), buyer agrees to provide seller with an end-use certificate prior to shipment of goods. In case that goods are produced according to specifications and technical drawings provided by the Buyer, Buyer undertakes to separately inform the Seller if the goods are listed on any export control lists (Military goods, Dual-Use List, CCL, ITAR). If no separate information is provided by the Buyer, Seller assumes that the goods are not subject to or listed on any export control lists. Seller shall not be held liable for any delays or violations of trade compliance regulations due to missing or late information by the Buyer.
- **Applicable law:** Austrian law shall be exclusively applicable, to the exclusion of its conflict of law provisions and the UN CISG.
- **Jurisdiction:** The sole place of jurisdiction for disputes arising from or in connection with this contract is the court with subject-matter jurisdiction for Linz, Austria. However, Seller is also entitled, at its own discretion, to assert claims against Buyer before the court with subject-matter jurisdiction for Buyer's headquarters.