
GENERAL TERMS OF PURCHASE OF

DURST Phototechnik AG Bressanone + DURST Austria GmbH Lienz (or Customer)

1. GENERAL

The company DURST shall be regarded as the Customer in the following.

The respective contractual partner — supplier — producer shall be regarded as the Contractor.

- 1.1. Our purchase orders/orders shall be governed exclusively by the following Terms of Purchase, unless otherwise expressly agreed in writing between us and the Contractor.
- 1.2. All of our purchase orders shall therefore be implemented exclusively in accordance with the terms set out below. Any derogations from these terms on the part of the Contractor shall apply only where we have acknowledged these in writing. Any silence on our part concerning differing terms of the Contractor shall not be deemed approval.
- 1.3. Upon acceptance and/or confirmation and/or execution of our purchase order, the Contractor shall recognize our terms as legally binding and exclusively governing this legal relationship, even if the order confirmation includes the Contractor's own preprinted terms.
- 1.4. Failure to demand or monitor compliance with any of the contents of these Terms of Purchase and also acceptance of delivery or payment shall not constitute any waiver on our part concerning either compliance with or the sole validity of our Terms of Purchase.
- 1.5. Our Terms shall also apply to future purchase orders, even if they are not subsequently agreed again, and for an indefinite period and shall apply to all business relations entered into with the Contractor and until revoked.
- 1.6. The Contractor must fulfill its contractual obligations itself. Any transfer, including only a partial transfer, of the contractual obligations from the Contractor to third parties, shall be prohibited or shall require our prior written consent.
- 1.7. Changes to these Terms of Purchase and to all documents mentioned therein shall be implemented without any announcement or notification to the Contractor, who shall inform himself about it.

- 1.8. Offers made to us always take into account the Terms of Purchase valid at the time of the offer, published and available to view on our website (<https://www.durst-group.com>). At the same time the respective Quality Assurance Agreement is valid insofar as agreed with the supplier.

2. PURCHASE ORDER AND CONFIRMATION

- 2.1. The order relationship shall be based on our purchase order, whereby only written purchase orders (email, DURST purchasing portal, EDI, fax) shall be binding for us.

We may withdraw at any time from purchase orders for which the Contractor has not sent us an order confirmation, without being made liable for any compensation claims in this regard.

Technical or commercial deviations from the content of the order must be stated in the order confirmation and shall, in the same way as subsequent additions by the Contractor, require our written acknowledgment in order to become legally valid. Delivery terms of the Contractor shall apply only if we have expressly acknowledged them in writing.

- 2.2. Forms of purchase orders: Depending on order sizes and order time frames, forms of order processing such as blanket orders with quantity contracts and delivery schedules shall apply in addition to the standard form of purchase order.

When using electronic order processing procedures (EDI, etc.), the Contractor undertakes that upon our request it shall install electronic order processing tools that are defined by us and use these with the aim of optimizing our order processing.

The 'DURST Order Processing Types and Methods' (Annex 1), which are defined in further detail in the annex, shall be considered an integral part of our General Terms of Purchase.

- 2.3. All appendices to our inquiries or purchase orders (e.g. plans, samples, models, etc.) shall remain

our property and may not be used in any other way without our written consent. Any use of the purchase order for advertising purposes shall be prohibited.

- 2.4. The purchase order and all related information, documents, etc. shall be treated in confidence as our business secret. No remuneration shall be paid for the preparation of bids, plans etc. on the basis of our inquiry. The submission of a bid shall include the bidder's consent that technical tender documents, etc. may be made available to third parties with an obligation to maintain their confidentiality and safeguard against their transferability, without the bidder thereby acquiring any claims against us.

- 2.5. Bid documents shall not be returned.

3. PRICES

- 3.1. The prices agreed between DURST and the Contractor shall be fixed prices that are specified for 12 months from the signing of the contract or the first order and that shall also remain valid after 12 months provided no early (3 months before expiry of the first year or subsequent years, by the Contractor) new contrary written agreement is made with DURST with regard to future pricing.
- 3.2. Price increases without prior consultation and our written agreement shall be invalid.
- 3.3. Provided no other agreements have been made, quoted prices shall be deemed free place of receipt or free to a destination specified by DURST (e.g. DURST plant in Bressanone or Lienz) delivered duty paid (DDP, Incoterms 2010), including all ancillary costs such as, for example, packaging, pallets, handling charges, etc.

4. DELIVERY DATES

- 4.1. The agreed delivery and execution dates shall be understood as fixed deadlines for receipt by DURST and shall be strictly adhered to, to the precise day.
- 4.2. We may refuse to accept early deliveries which do not have our written consent. In all cases, the payment periods for deliveries that have been accepted early shall not commence until the originally agreed date and the costs associated with early acceptance shall be borne by the Contractor.
- 4.3. Deliveries shall be deemed to have been fulfilled only when the required documentation (e.g. certificates, documents of technical inspections, manual etc.) has been delivered in full in addition to the goods themselves — until then delay in delivery applies.
- 4.4. If the Contractor cannot adhere to the confirmed delivery date or can only deliver part of the order, it must inform us of this without delay. In such cases we shall be entitled, under exclusion of any claims for compensation on the part of the Contractor, to withdraw from the contract in whole or in part and with immediate effect, or to continue to demand complete fulfillment of the contract, in which case a new written date shall be agreed with us. The same shall also apply in the event of delays in delivery due to force majeure, coincidence or other reasons beyond the control of the Contractor if said delays cause significant operational disruption for DURST.
- 4.5. In the event of delay without prior notification and without written acceptance of the new dates by us, we shall assert our statutory rights to offset damages on account of delay. A subsequent delivery deadline of 2 working days shall apply to all delayed deliveries. For each week or part thereof of a missed deadline, we shall be entitled to deduct 1% of the total purchase order value as a penalty, up to a maximum total of 10%; in such case the option to assert more extensive damages or other claims shall continue to apply without limitation.

- 4.6. In the event of default in delivery the period allowed for payment of the full invoice shall be extended by the same period as the respective delay in delivery.

5. PACKAGING AND SHIPPING

- 5.1. In principle, the Contractor shall comply with all existing and applicable standards, regulations, laws and industry standards with regard to shipping, packaging and labeling of the goods (e.g. CMR — ‘Contract for the International Carriage of Goods by Road’).

- 5.2. Our purchase order and article numbers, our purchase order data and quantities including weights as well as the assigned customs tariff numbers (‘harmonized codes’) and the origin of the goods shall be stated in the delivery and shipping notifications as well as in accompanying documents. Incorrect or missing information can lead to delays in our payment processing, without us being in any way obliged to bear the costs of this.

- 5.3. Unless otherwise agreed with us in writing, the Contractor undertakes to apply and comply with the ‘DURST Shipping and Packaging Requirements for Suppliers’ (Annex 2), which are attached hereto as an annex. In the event of non-compliance with our shipping, packaging, customs clearance and/or documentation requirements, all resulting risks, damages and costs shall be borne by the Contractor and the due date for payment of the invoice shall be postponed accordingly until fulfillment of the requirements and/or submission of the missing documentation.

- 5.4. The Contractor shall be liable in full for damages and expenses resulting from infringements of clauses 5.1 and 5.3. If the Contractor infringes clause 5.2, we reserve the right to also demand subsequent improvement by the Contractor in addition to any statutory rights.

- 5.5. Unless otherwise agreed to the contrary in the contract, the Contractor shall take back the delivered goods’ packaging at its own expense.

- 5.6. Unless otherwise agreed, the Contractor shall ensure on-time shipping and transport and select appropriately qualified transport partners (quality standards) with suitable and appropriate means of transport.

For time-critical shipments, our agreement must be obtained before any special transport measures are taken (e.g. air freight, express service).

Ancillary costs (such as transport insurance) connected with execution of the purchase order shall be borne by the Contractor.

- 5.7. If inadequate information or inadequate labeling by the Contractor or its forwarder results in incorrect or non-conforming transportation or border clearance or in any other inconveniences, the Contractor shall be liable for any resulting damages and shall bear all resulting additional costs which may be incurred. We shall only bear transport insurance costs if these have been expressly agreed with us.

- 5.8. We may refuse to accept excess quantities and deliveries where we are to pay the costs, and may return them to the delivery partner at its costs and at its risk and may under no circumstances be charged, even if we retain them.
- 5.9. Risk and ownership shall be transferred as contractually agreed and generally only upon handover of the goods at the place of receipt and after inspection of their intactness, absence of defects, etc. The Incoterms of the 'International Chamber of Commerce' (ICC) shall apply, as amended. The transfer of risk on handover shall not constitute defect-free acceptance of goods (see clause 9).
- 5.10. In the event of export, import and any necessary customs transactions, the Contractor shall comply with the applicable national and/or international laws on customs and foreign trade as well as all associated rules and regulations, and shall be responsible for proper processing thereof (in respect of permits, taxes, licenses, etc.).
- 5.11. Partial deliveries shall be permitted only in consultation with the Purchasing Department, which is why acceptance of partial deliveries which have not been approved can also be refused and the Contractor shall bear all resulting costs.
- 5.12. The complete purchase order number and the specified unloading point shall be clearly and visibly stated in the consignment notes, the shipping documents destined for the recipient, and on the packages themselves (lettering, adhesive label). The total weight (gross weight, net weight) shall be stated in all shipping documents, invoices, etc. If a contract item appears in the purchase order, this must be stated on every written document and on all delivery documents. For deliveries from non-EU countries, customs clearance shall take place at the recipient's, by means of the e-customs process (E-Zoll). The ARA license number must be stated on the delivery note. For unlicensed packaging, the nature and mass of the packaging must be stated (only Austria).
- 5.13. For deliveries from third countries, a commercial invoice (in duplicate) and a valid preference certificate (such as movement certificate, certificate of origin, or similar) must be enclosed and/or enclosed with the shipping documents.
- 5.14. Return shipments shall be at the risk and expense of the Contractor.
- 5.15. The Contractor shall ensure that the Customer does not incur any additional expenses, costs, etc. for additional confirmations (e.g. confirmation of arrival) or shall bear these costs or reimburse the Customer.

6. INVOICING AND PAYMENT

- 6.1. Invoices shall be issued stating the purchase order and article numbers in a verifiable form.
- 6.2. Payments shall be made on the agreed payment terms following inspection of the deliveries, but subject to correction in the event of subsequent complaints materializing.

- 6.3. Since applicable law exempts us from value added tax for certain goods, calculation of VAT shall be claimed separately or not levied, on a case-by-case basis. If deliveries or services are exempt from VAT, this shall be stated on the respective invoices.
- 6.4. The assignment of supplier receivables shall be permitted only with our express written consent. Cash-on-delivery consignments shall not be accepted (except in the case of written special agreements).
- 6.5. The form of invoicing shall be adapted to the respective country-specific (Italy/Austria) requirements under fiscal law.

7. QUALITY REQUIREMENTS

- 7.1. The Contractor's quality management system must be able to fulfill the technical specifications and specified quality standards applicable to the business transaction. Preference shall be given to contractors who can provide evidence that they implement a corresponding quality management system (e.g. ISO 9001).
- 7.2. The Contractor shall undertake to implement a quality management system which is suitable in terms of type and scope and which corresponds to the latest state of the art and the existing general quality standards pursuant to ISO 9001.
- 7.3. Special quality management measures, measurement and inspection procedures, IATF 16949 PPAPs and PPFs that are required by us on a binding basis shall form the subject of separate agreements.
- 7.4. In the event of repeated or serious infringements on the part of the Contractor of the agreed and stipulated quality requirements, we shall, without prejudice to all our legal rights, be entitled to take supportive measures in order to analyze and rectify defects (QMT, value stream management, etc.) and to demand repayment by the Contractor of the resulting costs incurred by us.
- 7.5. Within the context of our right to conduct audits, the Contractor shall at any time allow us to view its quality records, i.e. all documents and data relating to the requirements and the capability of its internal quality system. With regard to determining the capability of its internal quality management system, the Contractor shall at any time grant us access to all facilities and access to all systems, data and records that serve performance of the contract. The aim shall be to audit its provision of performance in accordance with the contract and in particular, but not exclusively, its quality management process. It must provide our audit team and our audit process with appropriate support, cooperate willingly and make required information, records, data and documentation available.
- 7.6. If DURST submits multiple orders for products of the same type on the basis of earlier orders or within the framework of a permanent delivery agreement, then the Contractor shall, before delivering to DURST, be obliged to inform DURST of any changes to any specifications, produc-

tion or production processes, the composition of the goods and any substances, as well as any changes in the Contractor's subcontractors.

- 7.7. If the product has been approved via PPAP, none of the specified changes shall be permitted. If such changes are pending, a new sampling process must be started in consultation with DURST. DURST must be informed in good time (at least 3 months in advance). DURST is also expressly entitled to a veto and the right of refusal.

8. SAFETY PROVISIONS

- 8.1. Unless otherwise agreed in writing, the delivery shall be made in accordance with the applicable EN standards.

Notwithstanding statutory obligations to give instructions and warnings, the Contractor shall provide us with all necessary and useful information concerning the goods to be delivered or the performance, including in particular information on proper storage as well as safety data sheets in accordance with Directives 91/155/EEC, 93/112/EEC and 99/45/EC. It shall draw our attention to the possibility of hazardous waste or waste oils occurring in connection with the goods delivered by it and shall, in particular, advise us of possible means for and types of disposal.

- 8.2. Upon our request, the Contractor shall be obliged to take back and correctly dispose of, free of charge, any waste resulting from the proper use of the goods delivered by the Contractor or similar products, in the amount delivered by the Contractor. Should the Contractor refuse or be unable to accept such waste, we shall be entitled to dispose of it at the Contractor's expense.
- 8.3. The Contractor warrants that the deliveries to be made by it under the purchase order are RoHS-compliant (Restriction of the use of certain hazardous substances in electrical and electronic equipment) and are therefore in conformity with the threshold values, existing at the time of delivery, in connection with the RoHS Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment) (Directive 2011/65/EU) and the corresponding national implementation. In the event that deliveries are not RoHS-compliant, the Contractor shall — without prejudice to any warranty claims — compensate the Customer for all damages resulting from such deliveries.
- 8.4. If the Contractor delivers legally permissible products which are, however, subject to statutorily-imposed substance restrictions and/or substance information requirements (e.g. REACH — Registration, Evaluation, Authorization and Restriction of Chemicals), the Contractor shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format stipulated by us, no later than the date of first delivery of products.
- 8.5. The above shall apply only to laws which apply at the registered office of the Contractor or of the Customer or at the location of the place of receipt stated by the Customer.

- 8.6. In addition, the Contractor shall also use the above means to declare substances that are listed in the respective 'DURST List of Substances subject to Declaration' valid at the time of the purchase order.
- 8.7. If the delivery contains goods which, according to international regulations, are to be classified as hazardous goods, the Contractor shall inform us of this no later than at the time of order confirmation, in a format that is agreed between the Contractor and Customer.

9. WARRANTY AND LIABILITY

- 9.1. The Contractor warrants that the delivered goods and the services rendered correspond to the agreed quality, the current state of the art, the statutory provisions, all applicable norms and standards, environmental provisions, protection regulations, including non-infringement of third-party proprietary rights, and are free of any type of defects (material defects or defects of title). In addition, we shall be entitled to all statutory rights, which should not be restricted by these Terms. The supply of defective goods or services shall entitle us, at our discretion, to subsequent improvement or replacement supply free of charge, within a binding period specified by us. If the Contractor fails to comply with this period, we shall be entitled, without prior warning and at the Contractor's expense, to arrange rectification of the defects or to procure a replacement elsewhere. The Contractor shall compensate us for any damage incurred as a result.
- 9.2. Inspection of the delivered goods or supplied service by our Incoming Goods Quality Inspection department and any necessary notification of defects shall be effected as quickly as possible, but without us being bound to any deadline. Incoming goods inspections that have already been completed and any payments made shall not be deemed a waiver in respect of notification of defects. The statutory periods and provisions shall apply in the event of hidden defects.
- 9.3. The Contractor shall be liable in full for any material and also non-material damage for which it is at fault. This shall include in particular, but without limitation, damage to property and/or personal injury (product liability) incurred by us and/or third parties as a result of defective or incorrect product deliveries by the Contractor. We shall be entitled to demand an appropriate level of compensation, within the statutory framework. The same shall also apply in the event of non-compliance with all guarantees issued to us by the Contractor. The Contractor undertakes to take out an appropriate level of third-party liability, product liability, material/property damage and personal injury insurance with a minimum sum insured of EUR 10 million per case of personal injury/property damage, and to maintain such insurance for the duration of the entire contractual relationship entered into with us and to furnish us with proof and copies of such insurance upon request. This shall not affect the right to claim further damages.
- 9.4. DURST is granted the right to demand repayment from the Contractor of any additional costs caused by it, e.g. for recall campaigns, new deliveries or legal defense and lawyers' costs, or to withhold such amounts from the invoice or offset or be compensated for such amounts.

- 9.5. In the event of replacement delivery, subsequent improvement or repair, the warranty, liability and compensation rights shall accrue again in their full extent and with a new corresponding start date.
- 9.6. The burden of proving that the purchased goods were free of defects at the time we took receipt of them shall lie with the Contractor.
- 9.7. If the ordered product is a discontinued product for which the Contractor cannot guarantee subsequent delivery for at least 8 years, it shall be obliged to inform DURST of this in writing, so that corresponding stocks can be established. Otherwise, all costs for the new procurement, including for third parties, shall be borne by the Contractor and, if no new procurement is possible, the Contractor shall be obliged to fully compensate the direct and indirect damage caused thereby, of any kind and nature (e.g. replacement of machines, etc.).
- 9.8. In the event of a serial defect (frequency of defect significantly above the usually expected or stated levels), the Customer may demand the replacement (free of any costs for the Customer) of all delivery/service items in the series in question, irrespective of whether the defect has or has not already occurred on the individual delivery/service items. Moreover, the Contractor shall reimburse the Customer the additional costs and expenses (including in particular for incoming goods controls, logistics, etc.) and damage arising as a result of the serial defect and shall hold the Customer harmless. This shall not affect the right of the Customer to assert more extensive claims.
- 9.9. Under no circumstances shall we acknowledge any exclusion of the Contractor's liability for any (ordinary, gross, etc.) negligence, malice, or for consequential damages, or any restriction in the case of product liability and the Contractor expressly waives such right now and by signing these Terms and/or the Contract. The Contractor undertakes that for 12 years after delivery, it will indemnify us and hold us harmless in respect of all third-party product liability claims, that it will upon our request name the respective manufacturer, importer or party that supplied it with the product, and provide us on time with all relevant documents for the defense of third-party product liability claims. The Contractor also undertakes to provide us with all documents for the fulfillment of all requirements under environmental law.
- 9.10. The Contractor shall release us from manufacturer's liability if and to the extent that the cause of the liability is attributable to the Contractor's sphere of risk and responsibility and the Contractor is responsible for the cause that triggered the liability. This shall also apply if a claim is made against DURST under foreign law in respect of its manufacturer's liability.
- 9.11. Should action nevertheless be brought against DURST for any reason requiring DURST to defend itself, the Contractor, expressly with regard to the aforementioned obligation to hold harmless and indemnify, bears all associated expenses and costs such as e.g. the lawyer that DURST can appoint and freely choose, any reports and experts etc.
- 9.12. All periods of limitation and forfeiture and general periods of time provided for in these Terms of Purchase shall take precedence over the statutory provisions; the Contractor hereby ex-

pressly waives the assertion of these periods and undertakes to do everything in its power to satisfy the Customer and fulfill his claims and wishes.

10. MATERIALS PROVIDED BY US AND INTELLECTUAL PROPERTY

- 10.1. Materials provided by us as well as samples, drawings, information and any form of intellectual property (e.g. patents, copyrights, trade names and trademarks) which we have either intentionally or unintentionally transmitted or entrusted to the Contractor in any form, shall always remain the exclusive, unrestricted property of DURST and may only be used as intended within the context of contractual performance. Any forwarding to third parties or use for other purposes shall require our written consent. The statutory rules on the protection of data, information and intellectual property shall apply.
- 10.2. The Contractor shall inspect materials provided by us carefully for any defects and errors and shall, where applicable, inform us accordingly in writing and without delay. If the Contractor fails to comply with its obligation to warn us it shall be liable in full for all damages arising.
- 10.3. The items and materials provided by us shall be stored and managed free of charge, in such a way that they are accessible by and available to us at any time, and shall be returned to us immediately upon our request, but no later than with the last delivery and without the need for such a request.
- 10.4. If the Contractor acquires ownership of items that have been pre-financed by us, it may only use such items for different purposes with our prior written consent. Any materials provided by us shall be stored and managed separately. They may only be used within the context of performing the contract. If processing results in any mixing or combining with other materials, the resulting co-ownership shall pass to us.
- 10.5. The Contractor shall be liable for the entire material value of the provided materials, and shall be obliged to protect them against all risks.
- 10.6. The Contractor shall pay compensation in the event of any decrease in value or loss.
- 10.7. Should new inventions, innovations, etc. be made in the course of processing, etc., whether patentable or not, all associated rights are exclusively reserved to DURST.

11. CONTRACTS FOR WORK AND SERVICES

- 11.1. When performing contracts for work and services, the Contractor shall be responsible for its personnel within our works premises. It warrants that it will ensure binding compliance with our instructions, our plant rules and all occupational safety regulations.
- 11.2. When providing services on our works premises, the Contractor shall be liable in full for all material damage and personal injury caused by it and its employees and agents, directly and indirectly and undertakes to indemnify and hold DURST harmless.

12. PROPRIETARY RIGHTS AND RIGHTS OF USE

- 12.1. Upon acceptance of the purchase order, the Contractor shall indemnify us in respect of any third-party protective rights and shall guarantee or engineer, on a binding basis, that we can use the services provided by it in the full extent and without restrictions, and can transfer the corresponding rights of use to others.
- 12.2. The Contractor shall grant us an unrestricted right of use to all documents, data, (images, videos, audio files, etc.) and goods provided to us within the context of our joint business activity and also all associated licenses, provided that no other binding agreements have been entered into. We can, therefore, use the said goods, incorporate them into other products, and sell them, on a worldwide basis, without the Contractor being able to assert any rights or claims, including of a financial nature, which it hereby waives expressly and without restriction.
- 12.3. If contractual use of the performance is compromised or prohibited by the infringement of third-party proprietary rights, the Contractor shall on first demand be obliged, at its discretion, either to modify or replace the performance in such a way that the infringement of proprietary rights no longer applies, but the terms of the contract are nevertheless fulfilled, or to acquire the right of use in such a way that the performance can be used by the Contractor in accordance with the contract, on an unrestricted basis and without additional costs.
- 12.4. The Contractor shall on first demand indemnify the Customer in respect of claims asserted against the Customer by a third party on account of an infringement of proprietary rights. The obligation to indemnify shall also cover the assumption of all costs and expenses incurred by the Customer in connection with the assertion of a claim by third parties, including in particular also legal fees and legal representation costs. Where possible, the Contractor shall conduct any required legal disputes itself in its own name and at its own expense; in such cases, however, the Contractor shall inform the Customer in detail about progress and the outcome and shall hold us harmless and bear any and all expenses and costs (as in Section 9.11 above).
- 12.5. This shall not affect the right of the Contractor to assert more extensive claims which neither directly nor indirectly concern the Customer.

13. COMPLIANCE — DURST CODE OF CONDUCT FOR SUPPLIERS

- 13.1. Our 'DURST Code of Conduct for Suppliers' (Annex 3) is attached; this shall form an integral part of our General Terms of Purchase and compliance with it and its implementation shall constitute a binding obligation for the Contractor.
- 13.2. In the event of non-compliance, the provisions and consequences contained in said Code shall apply.

14. RIGHT OF TERMINATION AND WITHDRAWAL

- 14.1. DURST shall have the right to withdraw from any purchase or delivery agreement, etc., at any time, in writing, including without giving any reasons and without observing any deadlines or periods and thus with immediate effect, without prejudice, and the Contractor waives any claims.

In addition to the statutory rights of withdrawal and termination, we reserve the right to terminate the contract without notice or to withdraw from the contract immediately if the Contractor commits a serious breach of these Terms of Purchase, the associated 'DURST Code of Conduct for Suppliers' and/or other contracts and agreements with us and/or if there is a justified suspicion e.g. of impending insolvency, court settlement ('concordato preventivo') overindebtedness or other form of payment difficulties or inability to pay on the part of the Contractor and/or if performance of the contract vis-à-vis ourselves is jeopardized.

- 14.2. Withdrawal from the contract for reasons such as those listed under clause 13.1 shall preclude any compensation claims on the part of the Contractor. Where applicable, the Contractor shall compensate us for any resulting damage, if it is responsible for such damage.
- 14.3. The provisions under clause 13 shall apply in addition to all rights provided for by law and shall not restrict these in any way.
- 14.4. In addition to the statutory rights of withdrawal and termination, we reserve the right, without fault on the part of the Contractor, at any time and with immediate effect, to withdraw from the contract in full or in part, to terminate said contract or to demand its performance at a later date, if one of the following situations occurs:
 - Force majeure, official measures, disasters, unrest, wars, crises and any other form of operational disruptions and unavoidable events which prevent us from carrying out our normal business activity;
 - If our requirement is significantly reduced, e.g. as a result of it being necessary to purchase elsewhere — there is no exclusive right in favor of the Contractor; if there is no fault on the part of the Contractor, we shall remunerate it on the agreed terms for the performance that can be proven to have been provided up to that point in time. Further claims of the Contractor, regardless of their nature, shall be excluded by mutual agreement and definitively.

15. PLACE OF PERFORMANCE — PLACE OF JURISDICTION — APPLICABLE LAW

- 15.1. The place of performance is the place of receipt specified by us.
- 15.2. The place of jurisdiction for any legal disputes for DURST Phototechnik AG shall be the place of jurisdiction Bolzano, Italy, and the applicable law shall be that of the Republic of Italy.
- 15.3. For DURST Austria GmbH, the place of jurisdiction shall be Lienz, Austria and the applicable law shall be that of the Republic of Austria.

For transactions with DURST Phototechnik AG, the law of the Republic of Italy shall apply in addition to these Terms of Purchase.

For transactions with DURST Austria GmbH, the law of the Republic of Austria shall apply in addition to these Terms of Purchase.

The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded (applies to DURST Phototechnik AG and DURST Austria GmbH).

- 15.4. The Contractor shall on demand be obliged to confirm to us in writing and at any time the existence of this agreement on the place of jurisdiction. DURST alone shall be entitled, at its own discretion, to bring legal action against the Contractor at its general place of jurisdiction associated with its registered office.
- 15.5. If for any reason the validity of the applicability of one or other provisions in the Terms of Purchase is disputed, the remaining terms shall continue to apply in full and the invalid provision shall automatically be replaced by the relevant (Italian or Austrian) legal provision.

16. MISCELLANEOUS

- 16.1. We reserve the right for us, the end consumer and/or its auditing bodies to conduct progress checks and also technical interim and final inspections (packaging controls) in the offices, manufacturing facilities and storage facilities of the Contractor and its subcontractors at any time during design, planning, manufacture and delivery preparation, and to reject incorrect documentation and defective material. These controls and inspections shall not relieve the Contractor of its responsibilities. Any subcontractors, apart from for standard parts, must be notified on request and approved by us.
- 16.2. The Contractor undertakes not to provide any spare parts and/or services of any type to the end consumer unless we have given our prior express written consent for this.

16.3. Amendments and ancillary agreements require written confirmation by DURST's authorized representatives recorded in the commercial register in order to be valid and apply only to the individual business transaction. Other DURST employees are not authorized to agree amendments or ancillary agreements to these Terms and Conditions.

17. PRIVACY

In the sense and according to the law no. 675/96 (Privacy) and the GDPR (EU General Data Protection Regulation) as well as subsequent amendments, the Customer and Contractor grant themselves the right to use and apply these sensitive data in practice of the activity and in compliance with the legal regulations.

18. ELECTION OF DOMICILE

Each party shall choose its own domicile at the place of business for deliveries and communications:

- > for DURST Phototechnik AG in Bressanone, Julius-Durst-Strasse 4;
- > for DURST Austria GmbH in Lienz, Julius-Durst-Strasse 11;