General Terms and Conditions of Purchase (GTCP)

1. Validity of these General Terms and Conditions of Purchase

1.1 Deliveries and services of any kind shall be provided to Wittmann Technology GmbH and Wittmann Battenfeld GmbH (hereinafter also referred to as "Purchaser") exclusively in accordance with the following Terms and Conditions of Purchase ("GTCP") and any additional special conditions. Other affiliated companies within the company group shall also be deemed to be Purchasers if they expressly refer to these terms and conditions. In the event of any contradictions between these Terms and Conditions of Purchase and the Special Terms and Conditions, the provisions of the Special Terms and Conditions shall prevail. A separate cooperation or framework agreements may be concluded between the Purchaser and the Contractor, the provisions of which shall take precedence in the event of any deviation from these GTCP. Insofar as such agreements exist, they shall form the basis for the corresponding orders.

1.2 The Contractor's general terms and conditions shall only apply if the Purchaser expressly confirms them in writing. Neither the failure of the Purchaser to object nor the acceptance of the delivery, service, or payment shall constitute recognition of deviating terms and conditions.

1.3 All agreements made between the Purchaser and the Contractor for the execution of deliveries and services must be set out in writing. Where possible, orders should refer to such agreements.

1.4 Within ongoing business relationships, these Terms and Conditions of Purchase or any new versions issued later by the Purchaser shall also apply to all future transactions between the Purchaser and the Contractor, even if they are not expressly agreed again in future individual contracts or in the order.

2. Order, order confirmation, and offer documents

2.1 Order confirmation and right of withdrawal
The Purchaser may revoke the order without giving reasons and without incurring any costs if the Contractor does not confirm the order in writing within five (5) working days of its receipt unless the delivery or service has already been provided within this period.

2.2 Written form requirement for changes
Changes or additions to the order require written confirmation by the Purchaser to be effective. Any verbal agreements or side agreements are only binding if they are confirmed separately in writing by the Purchaser.

2.3 Ownership and protection of documents and items provided
The Purchaser reserves the ownership rights and copyright to all data, documents, tools, molds, samples, models, profiles, drawings, standard sheets, print templates, gauges, and similar items (hereinafter referred to as "items") provided. These items, as well as products manufactured from them, with them, or based on them, shall not be passed on to third parties or used for purposes other than those contractually agreed upon without the express written consent of the Purchaser. The Contractor is obligated to secure these items against unauthorized access or use. The Purchaser is entitled at any time to demand the return of these items (and documents) in the event of a breach of the Contractor's obligations, without prejudice to further rights.

2.4 Confidentiality of information provided
Information received by the Contractor from the Purchaser must be treated as confidential and shall not be disclosed to third parties unless it is generally known or has become known to the Contractor by other lawful means.

2.5 Disclosure to third parties / prohibition of subcontractors
The transfer of orders or significant parts thereof to third parties (subcontractors, dealers, producers, or other service providers) is not permitted without the prior written consent of the Purchaser. This includes, in particular, the commissioning of suppliers, production companies, or service providers to perform assembly, installation, or manufacturing services. This prohibition does not apply to a transfer to trading companies or distributors who are exclusively responsible for the distribution of the goods, unless expressly agreed otherwise and if the Purchaser has given prior approval to the source of supply. Even in the event of an authorized transfer of the order, the Contractor shall remain fully responsible for the proper performance of the contract and shall be liable for the conduct of the third parties engaged as for its own fault. A breach of this obligation entitles the Purchaser to withdraw from the contract in whole or in part and/or to claim damages for non- performance. The Purchaser shall not unreasonably withhold consent to the transfer.

3. Price, Invoices and payment terms

3.1 Fixed prices and inclusive services
The prices stated in the order are fixed prices and, unless otherwise agreed in writing, include all ancillary costs such as surcharges for raw materials, packaging, transport, customs duties, taxes, and insurance.

3.2 Invoice requirements and due date
Invoices must contain the order reference number specified in the order and the numbers of each individual item. As long as this information is missing, invoices are not due and the Purchaser is entitled to refuse payment until a proper invoice has been submitted. The Contractor is obliged to issue individual invoices unless otherwise agreed. Copies of invoices must be marked as duplicates.

3.3 Payment terms and discount conditions
Unless otherwise agreed, payments shall be made within 30 days less 3% cash discount or within 60 days net, calculated from the date of receipt of the complete and defect-free delivery or service and the properly issued invoice.

3.4 Deferral of payment in the event of missing accompanying documents
If the Contractor is required to provide material certificates, test reports, quality documents, or other documents, the completeness of the delivery and service also requires the receipt of these documents. The payment period shall not commence until the complete and defect-free delivery, including all agreed accompanying documents, has been received by the Purchaser.

3.5 Discount for complaints and right of retention
The cash discount deduction is also permissible if the Purchaser offsets or withholds payments of a reasonable amount due to defects. In this case, the payment period shall commence after the defects have been completely remedied.

3.6 Choice of payment method and fee regulations
Unless otherwise agreed, payment shall be made by a means of payment chosen by the Purchaser. If the Purchaser pays by electronic payment methods, bill of exchange, cheque, or bill of exchange procedure, all fees and expenses incurred shall be borne by the Purchaser.

3.7 Recognition of simple retention of title
The Purchaser acknowledges exclusively a simple retention of title by the Contractor. The Purchaser retains unrestricted ownership of all materials, components, tools, or other items provided or made available to the Contractor by the Purchaser, regardless of whether these were provided in return for payment or free of charge. Ownership shall remain with the Purchaser until the items have been paid or returned in full or expressly released in writing by the Purchaser.

4. Delivery dates, conditions, default, and acceptance

4.1 Binding nature of delivery dates
The delivery dates specified in the order or in other agreements are binding. The Contractor is obliged to adhere to these dates exactly. Early delivery requires the prior written consent of the Purchaser.

4.2 Terms of delivery and Incoterms
The terms of delivery are based on the INCOTERMs and version specified in the order. Unless otherwise agreed in writing, the following applies "DDP – Delivered Duty Paid" in accordance with the INCOTERMs in their latest version as agreed. The delivery date shall be deemed to have been met when the delivery has been received at the place of receipt specified by the Purchaser in accordance with the agreed Incoterms and all necessary documents, including the delivery note and, if applicable, quality documents, have been handed over.

4.3 Default
The Contractor shall automatically be in default if it fails to meet the agreed delivery date and the delay is not caused by force majeure, labor disputes, unrest, official measures, or other unforeseeable, unavoidable, and serious events. A delay shall also occur if the Contractor violates the provisions of the agreed INCOTERMS, and the delivery arrives late at the Purchaser's premises as a result.

4.4 Force majeure
Force majeure, labor disputes, unrest, official measures, and other unforeseeable, unavoidable, and serious events beyond the control of the contracting parties shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effects. However, this exemption shall not apply if the events occur at a time when the Contractor is already in default. Both contracting parties are obliged to inform each other immediately, within the limits of what is reasonable, of the nature, duration, effects, and necessary measures and to make appropriate adjustments in good faith. Upon request, appropriate evidence shall be provided.

4.5 Obligation to provide information and extension of the delivery period
The Contractor is obliged to adhere to the agreed delivery dates. A delay of up to two working days after the confirmed delivery date will only be accepted if it does not significantly impair the Purchaser's production or logistics process. The Purchaser must be notified immediately in writing of any delays exceeding this period, which require the Purchaser's express consent. If the Purchaser agrees to the delayed delivery or service in writing, the delivery period shall be extended by the period specified by the Purchaser in writing. All contractual and statutory rights of the Purchaser remain unaffected by this.

4.6 Liquidated compensation for delay
If the Contractor fails to meet the delivery dates, it shall pay liquidated damages for delay in the amount of 0.5% of the agreed total price for each full week of delay, but not exceeding a total of 5% of the agreed total price, without having to prove any specific damage. The Purchaser reserves the right to assert further legal claims.

4.7 Damages and additional costs
The claim for damages in the event of failure to meet delivery dates shall include all additional costs incurred as a result of the delayed delivery or service. These include, in particular, additional transport costs, production downtime, contractual penalties, replacement procurement, storage costs, additional personnel expenses, including indemnification for legal defense costs. Acceptance of a delivery or service that is not on time by the Purchaser does not constitute a waiver of claims for compensation.

4.8 Notification of defects and deviations
Notwithstanding § 377 UGB (Austrian Commercial Code), a notice of defects by the Purchaser shall be deemed timely if it is received by the Contractor within 14 days of receipt of the goods or, in the case of hidden defects, within 3 working days of their discovery. The notice of defects must be made in writing in all cases.

4.9 Receipt, inspection, and acceptance of goods
The Purchaser shall inspect the delivery items upon delivery only with regard to identity and quantity as well as for externally visible transport damage. Any further possible or necessary inspection shall only take place later during use or processing. Express written acceptance by the Purchaser is not required unless it concerns initial samples, prototypes, safety- or quality-critical components or services for which separate acceptance has been agreed or parts that have been expressly identified as such in the documents. In such cases, series production or further processing shall only take place after written approval by the Purchaser; tacit or implied acceptance is excluded. Signatures on delivery notes or counter-notes and payments made do not constitute an express acknowledgment of the completeness or correctness of the delivery.

5. Warranty and notification of defects
5.1 The Contractor guarantees that its deliveries and services comply with the recognized rules of technology, all relevant safety regulations, technical regulations, and the agreed technical data. The deliveries must have the agreed quality and durability and be free of defects. Changes to the delivery item require the prior written consent of the Purchaser.

5.2 The warranty period is 24 months after commissioning or installation, but no longer than 30 months after delivery, unless a longer period has been agreed or is required by law. A shorter period may apply to wear parts or components marked accordingly, provided this is expressly stipulated in the order or technical specification. In the event of replacement delivery or repair, the warranty period for the affected parts shall commence anew.

5.3 Defects must be remedied by the Contractor free of charge and without delay, at the latest within ten (10) working days of being requested to do so by the Purchaser, by repair or replacement. The Purchaser shall choose between repair or replacement, unless one option is demonstrably disproportionate or technically unreasonable. The period for remedying defects shall generally commence on the day on which the notice of defect is received by the Contractor. If further information or access is clearly required to remedy the defect, the period shall commence when this is provided. An extension of the period shall only be permissible if the Purchaser delays the provision without good cause. Delays caused by subcontractors or missing spare parts shall not release the Contractor from the obligation to meet the deadline.

5.4 If the defect is not remedied within the specified period, the Purchaser shall be entitled to demand further subsequent performance, claim damages, or withdraw from the contract in whole or in part. In urgent cases, in particular in the event of safety risks, operational disruptions, or economic disadvantages, the Purchaser may remedy the defect itself or have it remedied by a third party at the Contractor's expense. The Contractor shall be informed in advance, insofar as this is reasonable. The costs incurred shall be invoiced at market rates.

5.5 In particularly urgent cases to prevent acute damage, the Purchaser is entitled to remedy the defect itself or have it remedied by third parties at the Contractor's expense without setting a prior deadline. An objection to self-remedy is excluded if a deadline has already expired without success.

5.6 If the same goods are repeatedly delivered in a defective condition, the Purchaser shall be entitled, after written warning, to withdraw from the entire contract with regard to partial deliveries not yet fulfilled in the event of a further defect.

5.7 If the Purchaser is held liable by third parties on the basis of domestic or foreign product liability provisions and the cause can be traced back to a defective delivery by the Contractor, the Contractor shall indemnify the Purchaser against all claims and compensate it for any resulting damage. This shall apply, in particular, if the Contractor would itself be liable for the product damage according to the statutory standards. In addition, the provisions on product liability and recall responsibility in accordance with these Terms and Conditions of Purchase shall apply.

5.8 In addition, the statutory warranty provisions shall apply unless these Terms and Conditions of Purchase or the written orders or other contracts contain deviating or more extensive provisions.

5.9 The notification of a defect shall suspend the warranty period until the defect has been completely remedied. The same shall apply to payment periods with regard to defective delivery items.

5.10 Defective parts must be returned to the Contractor after notification by the Purchaser. The costs of the return shipment shall be borne by the Contractor, unless otherwise agreed. Replacement or repair parts shall be delivered to the Purchaser DDP (in accordance with the applicable INCOTERMS). The turnaround time shall not exceed the original delivery time or 10 working days.

5.11 A series defect shall be deemed to exist if an identical defect is found in more than 3% of the same components within an order or call-off. In this case, the Contractor shall, at its own expense and at the discretion of the Purchaser, completely repair or replace the entire series delivery affected, provided that this is economically and technically feasible. The Contractor is obliged to check batches that have not yet been delivered or are affected on its own responsibility.

5.12 In the event of significant defects, the Purchaser may charge a lump sum to cover additional expenses (e.g., removal/installation, transport, documentation) if the defect is not remedied within 10 working days of notification. The lump sum will be invoiced or deducted.

5.13 If the defect is remedied within this period without additional expense to the Purchaser, the Purchaser may waive the lump sum charge.

6. Product liability, indemnification, and insurance coverage
6.1 Responsibility and indemnification
Insofar as the Contractor is responsible for product damage, it undertakes to indemnify the Purchaser upon first request against all claims for damages by third parties, provided that the cause lies within its sphere of control and organization, and it is liable to third parties itself. The Contractor is also obliged to reimburse the Purchaser for all necessary and reasonable expenses incurred as a result of a recall campaign caused by the Contractor. If joint liability exists in accordance with Sections 1301 and 1302 of the Austrian General Contract Law Act (ABGB), the Contractor shall bear the costs proportionately in accordance with its share of the fault. The Purchaser shall inform the Contractor – as far as possible and reasonable – of the content and scope of the recall measures and give him the opportunity to comment.
Objections to the indemnification obligation are excluded if the Contractor's responsibility is proven.

6.2 Product liability insurance
The Contractor undertakes to take out and maintain product liability insurance with adequate coverage, but at least in the amount of a lump sum of EUR 5.0 million per person and property damage. This obligation also applies to dealers and distributors, in particular if they act as importers or private label suppliers or assume manufacturer responsibility under applicable law. At the request of the Purchaser, the Contractor must provide proof of existing insurance coverage. If the Contractor does not have sufficient product liability insurance, the Purchaser may terminate the contract for cause.

7. Third-party rights and property rights
7.1 Liability for infringements of property rights
The Contractor shall be liable for ensuring that the goods delivered or services provided by it can be used or resold by the Purchaser without infringing any third-party rights, in particular industrial property rights.

7.2 Indemnification for infringements of property rights
The Contractor undertakes to indemnify the Purchaser upon first request against all claims asserted by third parties against the Purchaser in the event of an infringement of third-party rights, including industrial property rights. The Contractor shall bear all costs and damages incurred by the Purchaser in this connection.

7.3 Property rights in development services and joint results
Insofar as the Contractor performs technical developments, adaptations, software, constructions, designs, or other services eligible for property rights protection, all rights arising therefrom, in particular copyrights, industrial property rights and any rights of use and exploitation, shall be vested exclusively in the Purchaser, provided that these services were initiated or co- initiated by the Purchaser's specifications, cooperation or financing.
The Contractor grants the Purchaser an exclusive, transferable, unlimited, worldwide, and unrestricted right of use and exploitation of all

results arising from the execution of the order, including all interim results, documentation, and source documents. This also includes the right to edit, further develop, reproduce, and license to third parties. If results eligible for protection under property rights are developed jointly and no other written agreement has been made, these rights shall be deemed joint property with the Purchaser having priority rights of use for its own and its purchasers' applications. The Contractor shall not use these results for other purchasers, for its own purposes or to register industrial property rights without the prior written consent of the Purchaser. The Contractor is obliged to inform the Purchaser immediately of any property right applications or protectable developments in connection with the provision of services. The registration of any industrial property rights requires the prior written consent of the Purchaser.

8. Environmental, quality management, and product conformity

8.1 Quality management and product specification
The Contractor guarantees that all deliveries and services comply with the technical specifications, relevant legal provisions, and standards specified in the order. The products delivered must be state of the art, free of defects, and meet all contractually agreed quality requirements. The Contractor shall operate an effective quality management system in accordance with ISO 9001:2015 or an equivalent standard and shall align this with increased requirements for safety-related applications. Where necessary, industry-specific certifications such as ISO 14001, IATF 16949 or VDA 6.3 must be provided. The Contractor shall document its quality-related measures in a suitable form and make them available upon request.

8.2 Compliance with EU and third-country regulations
The Contractor undertakes to comply with all applicable EU directives and regulations, regardless of the production or delivery location, if the products are imported into the EU, further processed there, or exported from there. This includes in particular: RoHS (2011/65/EU), REACH (EC 1907/2006), WEEE (2012/19/EU), Ecodesign (2009/125/EC) and CSDDD (EU/2024/1760). If it is known that products or components are exported to third countries – or if this is communicated by the Purchaser – the Contractor undertakes to check and comply with the relevant country-specific regulations (e.g., US-TSCA, Proposition 65, FCC, FDA, UL, ITAR, EAR, China RoHS). The Contractor shall ensure that all necessary conformity certificates, such as CE declarations, safety data sheets, or material compliance documents, are available and provided to the Purchaser in full and without delay upon request.

8.3 Environmental management and substance regulation
The Contractor shall operate an environmental management system in accordance with ISO 14001 or an equivalent standard upon request. It shall ensure that all substances used are properly registered and approved. The use of prohibited or restricted substances in accordance with REACH, RoHS or comparable regulations is excluded. The Contractor is responsible for the return and environmentally sound disposal of affected products. Further environmental requirements of the Purchaser (e.g., CO_2 reduction, energy efficiency) must be complied with by the Contractor.

8.4 Traceability
The Contractor shall ensure the traceability of all delivered products at least at batch or delivery lot level. If errors are detected, the affected parts must be clearly identified. The traceability system shall be disclosed to the Purchaser upon request so that the Purchaser can make its own findings to the extent necessary. A lack of traceability shall be considered a material breach of contract.

8.5 Supplier commitment and testing authority
The Contractor shall oblige its suppliers and subcontractors to comply with equivalent quality and environmental standards. Supplier approvals or bans issued by the Purchaser shall also apply to upstream suppliers. The test and measurement results determined by the Purchaser shall be deemed binding unless they are proven to be inaccurate.

8.6 Audit and inspection rights
The Purchaser is entitled to carry out audits or inspections of the Contractor's production and business processes after giving reasonable notice. The Contractor shall allow access to relevant quality and compliance-related documents and shall provide test reports, documentation, or reference samples upon request.

8.7 Duty to report substance violations and conflict materials
The Contractor shall inform the Purchaser immediately in writing if a product or component contains or could contain prohibited or restricted substances in accordance with REACH, RoHS or comparable regulations, – in particular so-called conflict minerals (e.g., tantalum, tin, tungsten, gold) within the meaning of EU Regulation (EU) 2017/821. The origin and supply chain of these materials must be disclosed in full upon request. The Contractor guarantees that no products will be placed on the market that violate applicable substance bans or due diligence obligations under EU law. In the case of designated export countries, the Contractor is also obliged to check and comply with their specific chemical or product regulations. It must take appropriate measures to prevent the delivery of non-compliant products and to provide legally compliant alternatives.

8.8 Penalties for violations
Violations of the requirements in this section entitle the Purchaser to reject the delivery, withdraw from the contract, and assert all resulting damages. These include, in particular, recall costs, import delays, official measures, contractual penalties, and claims by third parties. The Contractor shall also be liable for violations by its suppliers and shall indemnify the Purchaser in full upon first request.

9. Social responsibility, sustainability commitment

9.1 Social, ethical, and human rights standards
The Contractor undertakes to comply with internationally recognized labor and social standards, including the prohibition of child labor, forced labor, discrimination, and unfair working conditions. Human rights must be respected throughout the entire supply chain. The Contractor undertakes to adhere to ethical business practices and to avoid corruption, bribery, and unfair competition. Transparency and integrity must be ensured in all business activities.

9.2 Regulatory status of the Purchaser
According to the current definition under EU law, the Purchaser is not considered a "market participant" or "Union importer" within the meaning of Regulation (EU) 2023/1115 on deforestation-free supply chains (EUDR) or Regulation (EU) No. 2017/821 (Conflict Minerals Regulation). The Purchaser is therefore not legally obliged to provide corresponding declarations or evidence unless expressly designated as a distributor, importer, or manufacturer in product specific EU law. Compliance with all applicable national, international, and EU regulations, in particular those relating to environmental, product, and supply chain law, is the sole responsibility of the Contractor. The Purchaser reserves the right to refrain from signing separate external customer or supplier forms, but may, in individual cases, request suitable evidence of compliance with these obligations from the Contractor.

9.3 Monitoring and response to deviations
The Purchaser is entitled to check compliance with CSR and compliance requirements in the course of audits. The Contractor must provide evidence upon request. Deviations or violations must be reported to the Purchaser immediately. The Purchaser reserves the right to take appropriate measures in the event of non-compliance, including the reversal of current contracts and termination of the business relationship for good cause.

10. Provisions and invoiced materials

10.1 Ownership of materials provided and charged for
Tools, models, samples, materials, drawings, or similar items provided by the Purchaser that are not invoiced (provisions free of charge) remain the unrestricted property of the Purchaser. The Contractor is obliged to store these properly, separately from other materials, to label them clearly and to use them exclusively for the purposes of the respective order. Materials or components that are provided to the Contractor against separate payment (provision for a fee) are deemed to have been delivered under simple retention of title. Ownership remains with the Purchaser until the full purchase price has been paid. The further processing, mixing, or sale of these materials is not permitted without the prior written consent of the Purchaser. The Contractor shall be liable for the full replacement value or the damage incurred in the event of loss, damage, or improper use of both provided materials and invoiced materials whose ownership is still with the Purchaser due to incomplete payment.

10.2 Return of materials provided
After termination of the cooperation, the materials provided shall be returned to the Purchaser without special request, unless they have been used for their intended purpose or the Purchaser has agreed in writing to their use for other purposes.

10.3 Insurance of materials provided
The Contractor is obliged to insure the items provided by the Purchaser at replacement value at its own expense in accordance with standard commercial practice, but at least against fire, water, and theft.

10.4 Reimbursement of tool costs
If the Purchaser has borne the tooling costs of the Contractor, it shall be entitled to reclaim these costs if the Contractor has repeatedly delivered defective goods and the defect is not due to normal wear and tear of the tools.

11. Packaging

11.1 General packaging regulations
The delivery item must be packaged appropriately, in accordance with standard commercial practice and in compliance with the EU directives on the reduction of packaging waste and the promotion of recycling that are valid at the time of order fulfillment. The packaging must comply with all technical, legal, and official regulations, in particular the EU Packaging Ordinance and Directive 94/62/EC on packaging and packaging waste. The Contractor is obliged to take back packaging in accordance with the Purchaser's specifications and to dispose of it properly or reuse it.

11.2 Environmentally friendly packaging materials and recycling obligations Unless expressly agreed otherwise, packaging and filling materials shall be made from recyclable or reusable materials. The use of single-use plastics or non-recyclable materials shall be limited to the minimum necessary. The packaging volume shall be reduced to the extent that is technically and logistically feasible. Where required by law, the Contractor is obliged to register packaging in the relevant national systems, such as packaging registers, etc., and to demonstrably comply with the applicable recycling quotas. In the event of violations of these requirements, the Purchaser reserves the right to return the packaging at the Contractor's expense or to charge for disposal in accordance with the actual effort involved.

12. Data storage and protection

12.1 General Data Protection Regulation (GDPR)
The Purchaser shall store and process the Contractor's data in accordance with the applicable data protection laws, in particular the provisions of the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG). The data will be used exclusively for the purpose of processing the contractual relationship and for fulfilling legal requirements. Any disclosure of personal data by the Purchaser to third parties shall only take place within the framework of statutory provisions or insofar as this is necessary for the performance of the contract.

12.2 Obligations of the Contractor in the Handling of Personal Data
The Contractor undertakes to process any personal data received from the Purchaser or accessed in the course of cooperation exclusively for the purpose of fulfilling the contract and to protect such data in accordance with the applicable data protection laws (in particular GDPR, DSG and applicable third-country regulations). Disclosure to third parties or use for the Contractor's own purposes is only permitted with the Purchaser's prior express written consent. If the Contractor processes personal data on behalf of the Purchaser or gains access to the Purchaser's systems/networks, it undertakes to sign a separate data processing agreement in accordance with Art. 28 GDPR or equivalent regulations outside the EU/EEA. The Contractor shall also demonstrate appropriate technical and organizational measures (TOM) in line with the state of the art.

12.3 Liability and indemnification
The Contractor shall be liable for all damages incurred by the Purchaser as a result of non-GDPR-compliant or unlawful processing of personal data within the Contractor's area of responsibility. The Contractor shall indemnify the Purchaser against all claims by third parties as well as regulatory actions resulting from a breach of data protection regulations by the Contractor or its subcontractors.

13. Information security / ISMS

The Contractor undertakes to operate an information security management system (ISMS) in accordance with the state of the art that meets the requirements of the NIS2 Directive (EU) 2022/2555 or equivalent national regulations. Upon request, suitable evidence (e.g., ISO/IEC 27001) must be provided to the Purchaser. Security incidents relating to the provision of services must be reported to the Purchaser without delay.

14. Place of performance, choice of law, place of jurisdiction, arbitration and partial invalidity

The place of performance for deliveries and payments is the respective registered office of the Purchaser, even if the handover takes place at another location in accordance with the contract. All legal relationships between the Contractor and the Purchaser shall be governed exclusively by the substantive law of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The Purchaser is entitled to bring legal action either at the Contractor's place of business or at the place of business of the respective Purchaser. For legal actions brought by the Contractor, the court having jurisdiction over the place of business of the respective Purchaser shall have exclusive jurisdiction.
In the case of delivery contracts with Contractors based outside the European Union, Switzerland, the United Kingdom, or the United States of America, the Purchaser may request arbitration as an alternative to state jurisdiction. This arbitration shall be conducted, at the Purchaser's discretion, either in accordance with the arbitration rules of the Vienna International Arbitral Centre (VIAC) or the International Chamber of Commerce (ICC). The place of arbitration shall be Vienna, and the language of the proceedings shall be German or English. The number of arbitrators shall be one, unless otherwise required by law.

The legal invalidity of individual provisions of these Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. In place of the invalid provision, a provision shall be deemed agreed that comes as close as possible to the economic purpose of the invalid provision.

Valid version as of September 2025
Wittmann Technology GmbH, Austria
Wittmann Battenfeld GmbH, Austria

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