

GENERAL TERMS AND CONDITIONS OF PURCHASE ("GTCP")

ZETA GMBH - VERSION OF 01/08/2022

1. Scope

- 1.1. The following General Terms and Conditions of Purchase (hereinafter "GTCP") of ZETA GmbH, commercial register number FN 109937y (Regional Court for Civil Matters Graz) Zetaplatz 1, A-8501 Graz/Lieboch (hereinafter referred to as "ZETA") shall apply to all individual orders pursuant to item 2.
- 1.2. Any (General) Terms and Conditions of Business and/or Delivery of the Contractor (hereinafter "Contractor") shall not be valid or included and shall only apply if expressly accepted by ZETA in writing as deviating from these GTCP.
- 1.3. Other agreements that deviate from these GTCP shall require written confirmation by ZETA to be valid.
- 1.4. Deviating provisions in an individual order (see item 3) shall take precedence over these GTCP.

2. Order processing

- 2.1. Upon ZETA's request for a specific delivery or service, the Contractor shall submit a detailed quotation within the period of time specified by ZETA or, if ZETA has not specified such period, within a reasonable period of time. This quotation shall be designed in such a way (in particular in terms of price, scope of services, time of performance) that ZETA can issue an individual purchase order based thereon.
The contracting parties agree that a contract for the services defined in the respective purchase order is concluded exclusively by a written purchase order issued by ZETA and confirmed by the Contractor without changes, resulting in a performance obligation on the part of the Contractor. The Contractor shall therefore countersign the purchase order to accept the order and confirm the services defined therein and return it to ZETA without any changes.
- 2.2. If the services defined in the purchase order are not confirmed within the period stated therein, ZETA shall no longer be bound by the order. A confirmation received by ZETA after expiry of the specified period shall constitute a (new) offer by the Contractor, which may again be accepted by ZETA by written confirmation.
- 2.3. ZETA shall be entitled to withdraw the purchase order or change its content without giving reasons and free of charge until expiry of the period stated in 2.2., or until actual receipt of the confirmation in accordance with 2.1. An amended purchase order shall be deemed to be a new order in accordance with 2.1., along with a new period in accordance with 2.2.
- 2.4. These GTCP shall also apply to all future orders placed by ZETA in connection with an individual order pursuant to 2.1, even if no reference is made to them in the individual case.
- 2.5. Any change to the agreed services shall require written confirmation by ZETA.

3. Order of precedence

- 3.1. The documents listed below shall form the contractual basis for the provision of services under these GTCP; in the event of conflict, the following order of precedence shall apply:
- 3.2. the written individual order issued by ZETA including any annexes; in the event of a conflict between these documents, the written individual order shall prevail the present GTCP.
- 3.3. ZETA's request for quotation on which the written individual order is based, including any annexes; in the event of a conflict

between these documents, the request for quotation shall take precedence over the annexes;

- 3.4. the Contractor's quotation on which the written individual order is based, including any annexes; in the event of a conflict between these documents the quotation shall take precedence over the annexes.

4. Inspecting Obligation and to give notice

- 4.1. ZETA shall notify the Contractor of the requirements for the service to be provided in due time before placing an individual order.
- 4.2. With regard to specific service provision, the Contractor shall check the relevant information and specifications provided by ZETA before conclusion of the contract and shall inform ZETA if any information or requirements provided by ZETA are incorrect, incomplete, not clearly described or not suitable for achieving the contractual purpose.

This shall also apply mutatis mutandis after conclusion of the contract when the Contractor discovers that the documents, specifications and instructions provided by ZETA are unsuitable. The provisions of § 1168a of the Austrian General Civil Code (ABGB) shall apply mutatis mutandis. The Contractor shall not be entitled to charge ZETA for any costs incurred in connection with the examination of the requirements.

- 4.3. If the Contractor's performance is frustrated or fails - at least in part - due to a failure to comply with the duty to inspect and give notice, the Contractor shall forfeit any right to remuneration.

- 4.4. The Contractor is obliged to inform ZETA immediately of any foreseeable delays in service provision for whatever reason. The Contractor shall immediately take the acceleration measures necessary to prevent or reduce the delay.

If the Contractor is not able to take such acceleration measures, or not within a reasonable period of time, ZETA shall be entitled to commission a third party with the provision of the Contractor's services in whole or in part and to amend or terminate the contractual relationship with the Contractor to the corresponding extent.

Any additional costs incurred by the acceleration measures and/or commissioning of a third party shall be borne by the Contractor if these additional costs have been caused by the Contractor. Any claims on the part of ZETA due to delay in performance shall remain unaffected.

5. Contact persons and staff

- 5.1. The responsible contact persons of ZETA and the Contractor shall be specified in the respective individual order or the quotation by the Contractor. If no contact persons are specifically listed therein, the ZETA purchasing department shall be responsible for order processing (email address: Einkauf@zeta.com).

- 5.2. The Contractor and ZETA confirm that the persons named for the processing of an individual order are authorised to legally bind the respective contracting party and to make and receive binding declarations on its behalf. Any restriction of this authorisation shall require an explicit, written notification setting out the temporal and factual scope of the restriction in detail.

- 5.3. Unless otherwise agreed in the individual order, the Contractor undertakes to establish a team with the personnel and qualifications necessary to meet the requirements of the respective order for the duration of its execution. If it turns out that one or more members of the team do not meet the requirements, the Contractor undertakes to immediately withdraw this member or these members from the execution of the order following a written request by ZETA (stating reasonable grounds) and to replace them with team members with comparable qualifications.
 - 5.4. The Contractor shall be responsible for lawfully organising and obtaining all necessary permits for its employees, including but not limited to residence permits, work permits and visas. The Contractor undertakes to comply with all employee protection regulations, to pay its employees in accordance with the law, ordinance or collective agreement, to comply with all other labour and social security regulations and to pay the relevant social security contributions and charges for its employees properly and on time.
- 6. Contractor's Services and Duties**
- 6.1. The Contractor shall provide the goods and/or services defined in more detail in the individual order (hereinafter "Contractual Services").
 - 6.2. The Contractor undertakes to perform all Contractual Services on time (see item 7), properly and without defects (see item 13) and in accordance with the respective individual order.
 - 6.3. The Contractor shall in principle be entitled to use subcontractors for the provision of the Contractual services, provided that these are not responsible for the major or predominant portion of the Contractual Service as a whole. The Contractor is obliged to disclose the subcontractors in writing at the request of ZETA.
 - 6.4. If the end customer requires the subcontractors for an individual order to be disclosed prior to their engagement and insists on the approval of their engagement, ZETA shall inform the Contractor accordingly prior to placing the order. In this case the Contractor is obliged to inform ZETA in writing about the potential subcontractor(s) in advance. Furthermore, the Contractor undertakes to ensure that a specific subcontractor will only be used or engaged with the prior written consent of ZETA. If ZETA does not refuse to give its express consent within 14 calendar days, such consent shall be deemed given. As a general rule, ZETA may only refuse to give its consent for good cause, including but not limited to the refusal of consent by the end customer. If the Contractor uses subcontractors which have not been approved according to the above procedure, the Contractor shall terminate the cooperation with the respective subcontractor immediately at any time upon ZETA's request and shall pay a contractual penalty of 0.5% of the order value according to item 2 for each calendar week or part thereof and each case (i.e. per item or person/subcontractor), but in total not exceed 5% of the order value according to item 2.
 - 6.5. Even outside the scope of application of item 6.4, ZETA may for good cause demand that a subcontractor of the Contractor is temporarily or permanently excluded from and not used in performing the service. In this case, the Contractor undertakes to provide a necessary and equally suitable replacement in order to prevent a possible delay. The additional costs for this shall be borne in full by the Contractor.
 - 6.6. In any case, the Contractor undertakes to impose all obligations arising from these GTCP as well as from any individual order on the respective subcontractor, insofar as this is necessary for the fulfilment of the contractual obligations.
 - 6.7. The place of performance for the delivery or provision of services is at ZETA's address (Zetaplatz 1, A-8501 Lieboch, Austria), unless the contracting parties specify a different place of performance in the individual order. The transfer of risk shall take place in accordance with the Incoterms 2020 rule agreed in writing. Unless the contracting parties have agreed otherwise, the rule "DAP" A-8501 Lieboch, Zetaplatz 1 shall apply according to Incoterms 2020.
 - 6.8. The Contractor shall be obliged to supply spare parts for the Contractual Service at market prices (or if a market price cannot be determined, at a price appropriate to the costs of manufacture) for a period of 10 years from the conclusion of an individual order. If spare parts of the same design are no longer available, the Contractor shall be obliged to supply spare parts of an equivalent or higher quality. If only parts of a higher quality are available, ZETA will not bear any additional costs.
 - 6.9. The Contractor is furthermore obliged for a period of 5 years after expiry of the obligation to supply spare parts in accordance with item 6.8, to inform ZETA in writing about the planned discontinuation of the production of essential components of the Contractual Service. This information shall be provided at least six months before the planned discontinuation of production.
 - 6.10. As a proven specialist with many years of experience in its field of activity, the Contractor undertakes to produce or deliver the Contractual Services in accordance with the contract and in perfect quality. The Contractor shall be responsible for the quality assurance of the Contractual Services, including but not limited to compliance with ZETA's quality specifications and standards.
 - 6.11. The Contractor shall in particular ensure that
 - a. the Contractual Services comply in all respects with the applicable legal requirements, provisions, regulations and standards of the country of manufacture and storage, (intermediate) delivery and final use of the Contractual Services;
 - b. the Contractual Services are manufactured to a high quality and in compliance with the applicable industry and sector standards, that they are safe, marketable and suitable without restrictions for the intended and agreed purpose of use and comply with the required specifications;
 - c. the Contractual Services are marked in accordance with the specifications, legal regulations and standards.
 - 6.12. The Contractor is obliged to fulfil its contractual obligation to perform to the best of its knowledge and based on the current state of the art. The Contractor shall inform ZETA of any contradiction between different regulations in writing within a reasonable period of time. In this case, ZETA shall inform the Contractor which regulation shall apply within a reasonable period of time.
 - 6.13. The Contractor warrants that it has all the necessary licences, industrial property rights and all the necessary official permits required for performing the Contractual Services, or will obtain these at its own expense.
 - 6.14. The Contractor undertakes to exchange with ZETA in a timely and continuous manner all information related to its services which are or may be important for fulfilling the respective individual order. In particular, the Contractor shall inform ZETA in a timely and continuous manner about all technical and commercial issues that may affect or actually affect the contractual performance of its services.
 - 6.15. As part of its obligation to perform, the Contractor undertakes to transmit to ZETA the documents and certificates specified in the respective individual order at the times provided for in the order, but at the latest upon performance of the service. In the

case of partial services, the documentation shall be transmitted at the latest upon completion of the last service.

- 6.16. The Contractor is obliged to submit a CE Declaration of Conformity including the corresponding documentation together with the first delivery/service provision. If other legally required documents are necessary for the delivery or service, these must be provided by the Contractor in any case.
- 6.17. The requirement to take out or maintain insurance shall be defined in more detail in the individual order.

7. Performance dates

- 7.1. The dates for performance of the services shall be specified in the individual order. If no dates are specified in the order, the services shall be provided immediately.
- 7.2. If dates for service provision according to item 7.1 are at risk of not being met or if only a single date can, actually or prospectively, not be met, the Contractor shall inform ZETA immediately in writing. The Contractor is also obliged to take appropriate measures to make up for any actual or imminent delay in performance, or to minimise the delay and its consequences. The Contractor shall not be entitled to any additional remuneration for such measures, unless the (potential) delay was caused by ZETA or third parties attributable to ZETA. Any claim for additional remuneration shall be asserted without exception in accordance with the provisions of item 8 of these GTCP.
- 7.3. In the event of non-compliance with a deadline subject to a penalty in accordance with the contractually agreed schedule for an individual order, the Contractor undertakes to pay a contractual penalty of 1% of the gross order value in accordance with item 2 for each calendar week of delay or part thereof. This contractual penalty shall be limited to a total of 10% of the order value in accordance with item 2. The Contractor's obligation to pay this contractual penalty shall be independent of the Contractor's fault and shall not affect any further claims of ZETA.
- 7.4. If an extension and/or postponement of a deadline is agreed as a result of a change in the scope of performance according to item 8, the contractual penalty agreed for the original deadline shall apply to the new extended deadline, unless the contracting parties agree otherwise.

8. Change in the scope of services

- 8.1. ZETA shall be entitled at any time to change, supplement or reduce the requirements for and/or scope of the services of an individual order, and to demand repeat services and/or additional services. The Contractor shall be obliged to implement these changes, additions and/or reduction and to provide repeat services and/or additional services in accordance with the provisions of these GTCP, unless this is unreasonable and/or impracticable for the Contractor.
- 8.2. The Contractor undertakes not to make any changes and/or additions to the scope of services, provide repeat services and/or additional services or reduce the scope of services without the prior written approval of ZETA.
- 8.3. If the Contractor performs additional services without the written approval of ZETA, it shall not be entitled to any additional remuneration. This shall also apply to changes and/or additions to the scope of services and/or repeat services if these mean additional expenses for the Contractor. Any claims for damages and/or other claims of ZETA shall remain unaffected by this.
- 8.4. Additional services and/or reductions in the scope of services shall be approved exclusively by the ZETA Purchasing Department in writing in the form of a separate individual order (see item 2). If ZETA approves additional services in writing, the

Contractor shall carry them out without delay and in compliance with the agreed schedule. In this case the Contractor shall be entitled to additional remuneration to the extent approved, which shall be calculated on the basis of the remuneration specified in the individual order. In the event of a reduction in the scope of services, the remuneration shall be reduced accordingly.

9. Contractor's liabilities

- 9.1. Subject to any limitations of liability expressly and separately agreed in writing in the individual orders, the Contractor shall be liable without limitation to ZETA for compliance with all contractual provisions and requirements. Furthermore, the Contractor shall be fully responsible for the proper performance of its services and shall bear the full technical and commercial risk related thereto.
- 9.2. The Contractor shall be liable for the fault of any and all persons it uses to fulfil its contractual obligations to the same extent as for its own fault (this shall also apply in particular to subcontractors, suppliers, etc.) as well as for the conduct of third parties attributable to it (e.g. owners, corporate bodies, etc.).
- 9.3. The Contractor shall be liable for all additional costs incurred by ZETA due to a delay in delivery and/or performance by the Contractor (including but not limited to storage costs, warehousing costs as well as costs for staff idle time incurred by ZETA, the Contractor, other subcontractors. and the end customer).
- 9.4. The Contractor shall indemnify and hold ZETA harmless from and against all claims asserted against ZETA by the end customer if and to the extent that the Contractor caused the respective claim intentionally or negligently.
- 9.5. Any separate extensions or limitations of liability shall be agreed in the respective individual order.

10. Production and quality inspections / supplier audit

- 10.1. ZETA shall be entitled to carry out production and/or quality inspections (including inspection of planning and production in terms of quality and scheduling, proper storage) at the Contractor's premises after giving reasonable prior notice. Such inspections may be carried out by ZETA employees, employees of the end customer, or commissioned third parties. In doing so, ZETA shall take account of the Contractor's operational requirements and coordinate the date with the Contractor to the extent feasible under the given circumstances. However, if the supplier is already in default or if there are other justified reasons, ZETA may carry out inspections at any time during the Contractor's regular working hours after giving reasonable prior notice.
- 10.2. The Contractor shall in particular grant access to the working areas and to manufacturing and storage facilities, documents, tools, etc. for the purpose of these production and/or quality inspections.

11. Materials provided

- 11.1. Materials, substances, works and the like provided by ZETA for the performance of the contract shall remain the property of ZETA; they shall be marked as such by the Contractor and stored separately. If such materials, substances, works and the like are treated and processed, the resulting new and reworked products shall be immediately deemed to be transferred to the ownership of ZETA, including in semi-finished condition.
- 11.2. The Contractor shall ensure proper handling, storage and protection of the materials, substances, works etc. provided by

ZETA. The Contractor shall bear the risk of their accidental destruction or loss (including theft) from the time they are handed over and shall be liable for any damage caused by improper or negligent handling.

12. Packaging

- 12.1. The packaging shall be appropriate, flawless and suitable for the agreed mode of transportation. The Contractor shall, at its own expense, provide careful packaging adapted to the items to be shipped.
- 12.2. The Contractor is obliged to take back the packaging free of charge and to dispose of it properly at its own expense.
- 12.3. Damage caused by improper packaging or non-compliance with instructions regarding the required packaging shall be borne by the Contractor.

13. Warranty

- 13.1. The Contractor warrants that its services have the warranted characteristics, comply with the prescribed services and specifications and are performed in accordance with the recognised rules and the latest state of the art. The Contractor also warrants that its services are not afflicted with defects that exclude, impair or reduce the value of these services, their customary use or their use intended in the individual order. Furthermore, the Contractor guarantees the flawless design, construction and choice of material, unless this is specified by ZETA and unless the Contractor violates its duty to give notice according to § 1168a ABGB (see item 4.2). The service shall comply with the laws, accident prevention regulations and other country-specific regulations valid in the country of destination.
- 13.2. Unless otherwise agreed in the individual order, the warranty period shall be 24 months after acceptance and positive incoming goods inspection by ZETA or, in the case of work and/or mixed-type contractual services, after acceptance of ZETA's services by the end customer/after acceptance of the Contractor's services, unless statutory provisions entitle ZETA to a longer period.
- 13.3. If a defect emerges within the warranty period, it shall be presumed that the defect already existed at the time of acceptance in accordance with item 13.
- 13.4. A warranty claim shall be deemed to exist if a defect is detected by ZETA within the agreed warranty period. The defect detected within the warranty period must be asserted within a reasonable period of time after detection; an out-of-court assertion shall be deemed sufficient in this respect. In any case, a defect must be asserted in court within three years of detection.
- 13.5. ZETA in turn undertakes to inform the Contractor of any complaints concerning the Contractor's delivery and/or service immediately after becoming aware of them.
- 13.6. The Contractor undertakes to remedy all defects notified by ZETA within the set, reasonable grace period by repair or replacement at its own expense.

ZETA shall be free to choose whether the Contractor must remedy the defect by repair or replacement, provided that the cost of the chosen type of remedy is not blatantly disproportionate to the alternative type of remedy.

Furthermore, in case of substantial defects which prevent the proper use of at least parts of the service, ZETA shall also be entitled to carry out the repair or replacement itself or have it carried out by third parties without having to request the Contractor to carry out the improvement, provided that such sub-

stitute performance appears necessary to avoid further damage. The costs for substitute performance shall be borne or reimbursed in full by the Contractor.

- 13.7. If a defect is not remedied within the set grace period, ZETA shall have the following options for action at its own choice, subject to further legal claims:
 - Insisting on repair or replacement by the Contractor;
 - Contracting out the repair or replacement to a third party at the Contractor's expense;
 - Carrying out the repair or replacement itself at the Contractor's expense;
 - Assertion of a price reduction;
 - Withdrawal from the contract and assertion of a price reduction; as well as cumulatively to all these options
 - Compensation for damages and reimbursement of futile expenses.
- 13.8. If the Contractor has to provide a warranty for a defect, it shall also bear the costs for determination of the defect and the costs for additional measures to be taken as a result of the defect.
- 13.9. Once the defect has been remedied, the warranty period for the defective part of the performance shall recommence upon acceptance in accordance with item 14 of these GTCP.
- 13.10. The Contractor waives the objection of delayed notification of defects. ZETA will thus not lose any of its rights or claims due to a delay or failure to notify defects.

14. Acceptance

- 14.1. ZETA will inspect the goods (Contractual Services) delivered to ZETA at the agreed place and time of delivery where possible (incoming goods inspection) and report any obvious defects within a reasonable period of time. The Contractor waives its right to be present at this inspection; this waiver shall also apply to the forwarding agent or subcontractor commissioned by it. If the Contractor does not receive notification of any defects within a period of 7 working days, acceptance shall be deemed to have taken place at the end of that day.
- 14.2. In cases where Contractual Services must be put into operation or use to be able to inspect them for defects, acceptance shall not take place until at least one test run has been successfully completed.
- 14.3. If the parties agree on a Factory Acceptance Test ("FAT") or a Site Acceptance Test ("SAT") in the individual order, acceptance shall take place after successful completion of these tests, notwithstanding the preceding provisions.
- 14.4. If the Contractual Services are not inspected according to items 14.1., 14.2. or 14.3., the date of performance or delivery to ZETA at the agreed place and time of delivery shall be deemed to be the date of acceptance.
- 14.5. Failure to inspect the Contractual Services delivered and failure to report a defect shall not result in a lapse of the warranty claims for these defects pursuant to item 13.
- 14.6. Partial acceptances shall be excluded unless otherwise agreed in the respective individual order.

15. Suspension of contract in case of force majeure

- 15.1. Neither party shall be responsible for any failure to perform any obligation under these GTCP or under any individual order if such failure is due to force majeure. The affected party shall be released from the performance of its obligation affected by the force majeure event for as long as this event continues.
- 15.2. Force majeure means any event or circumstance which would render the performance of an obligation wholly or partly impossible or unlawful, provided that such event or circumstance

(i) is beyond the control of the affected party, (ii) is not attributable to it and/or (iii) cannot be prevented, overcome or remedied by the affected party by the exercise of due diligence.

- 15.3. The party affected by an event of force majeure shall inform the other party immediately after such an event has occurred. The contracting parties will decide on the measures to be taken in close consultation and, if necessary, jointly decide on the duration of the suspension of the contract.
- 15.4. Irrespective of this coordination between the contracting parties, the party affected by an event of force majeure shall be obliged to take all reasonable measures to limit damage and to ensure timely performance of the service or at least to minimise any delay in the performance of the service.
- 15.5. If an event of force majeure prevents the Contractor or ZETA from fulfilling their contractual obligations (including towards the end customer) for a period of more than 14 consecutive calendar days, ZETA shall be entitled to withdraw from an individual order in whole or in part. ZETA shall also be entitled to withdraw from an individual order in whole or in part if an event of force majeure leads to a significant reduction in or complete cessation of the need on the part of ZETA. If ZETA withdraws for the reasons mentioned above, the Contractor shall only be entitled to remuneration for those partial services affected by the withdrawal which have already been provided and delivered to and are usable by ZETA.
- 15.6. Each party shall bear its own costs, expenses, losses and/or damages associated with a force majeure event.
- 15.7. The parties are aware of the impact of the COVID-19 pandemic. The parties are further aware that the legal and regulatory restrictions due to the COVID-19 pandemic and comparable pandemic events require special efforts. Due to these circumstances, the contracting parties mutually agree that COVID-19 shall under no circumstances constitute a force majeure event, except in the case of regulatory restrictions and/or requirements that make it impossible for the Contractor to perform the services pursuant to item 7 of these GTCP in a timely manner. Furthermore, the Contractor undertakes to use best endeavours and take all necessary measures to limit damage and ensure timely performance despite any restrictions due to COVID-19, or at least to minimise any delay.

16. Price

- 16.1. Prices shall be agreed separately in each individual order.
- 16.2. Unless expressly agreed in writing, the prices agreed in an individual order are fixed prices. The agreed prices shall cover all services to be provided under the contract, including all ancillary services required for the proper provision of the service in accordance with the contract.
- 16.3. All prices include packaging suitable for transport and exclude statutory VAT.

17. Invoicing and terms of payment

- 17.1. Invoicing and payment dates shall in principle be agreed between the parties in the individual order.
- 17.2. Invoicing shall take place at the earliest upon delivery of the service agreed in the individual order. If delivery is made before the agreed delivery date, the term of payment and due date shall be based on the agreed delivery date.
- 17.3. An invoice shall be due and payable only if ZETA has received the invoice corresponding to the requirements of item 17.5. Unless otherwise agreed, invoices shall be due for payment within 21 working days of receipt with a 3% deduction, otherwise within 60 days of receipt without deduction.
- 17.4. The contracting parties agree that invoices shall be submitted electronically in single copy to invoice@zeta.com

- 17.5. In addition to the minimum legal requirements, each invoice must contain at least the following information: order reference, project name, WBS number and item number, delivery note number, order item number, weight (gross/net), customs tariff number, country of origin, if applicable. Incorrect invoices, as well as invoices that do not comply with what has been agreed, shall be returned to the Contractor and shall be deemed not to have been received. Payment of an invoice shall not constitute acceptance of the respective Contractual Service.
- 17.6. All taxes, charges, duties or fees relating to the Contractual Services and/or the Contractor's personnel shall be borne by the Contractor. ZETA shall be entitled to deduct any withholding tax from the price.
- 17.7. ZETA shall be entitled to deduct contractual penalties pursuant to these GTCP from any invoices as well as from the Contractor's final invoice, or to demand their payment.

18. Intellectual property rights

- 18.1. The contracting parties agree that all results of work, screening and planning arising from an individual order shall, as far as legally permissible, become the exclusive property of ZETA. If the service contains know-how of the Contractor which has been developed before or independently of the contractual relationship between ZETA and the Contractor, ZETA shall be granted a royalty-free, unlimited, but not exclusive, right of use. ZETA shall also be entitled, at its sole discretion, to use or modify only parts of the service or to use or adapt the service for other projects. Furthermore, ZETA may transfer all rights of use to the end customer or other third parties.
- 18.2. If the Contractor's scope of services includes customised programs, the (intellectual) property therein shall pass to ZETA as far as this is legally permissible. If this is not permissible pursuant to applicable law, ZETA shall be granted an exclusive, worldwide and unrestricted right of use and exploitation of customised programs. Unless otherwise agreed in the individual orders, ZETA's right of use and exploitation shall be deemed to be included in the remuneration agreed in the relevant orders.
- 18.3. By accepting an individual order, the Contractor confirms that the above mentioned property rights and copyrights are not in conflict with any third party copyrights that would prevent ZETA from using these rights. If third parties nevertheless assert such rights against ZETA, the Contractor undertakes to fully indemnify and hold ZETA harmless.
- 18.4. Furthermore, the Contractor undertakes to hand over the contractually agreed documentation to ZETA both as *pdf and in electronically editable form in the original format (dwg or dxf format). This may be used by ZETA without restriction and free of charge. The Contractor shall not be entitled to retain this documentation.

19. Inventions, property rights

- 19.1. The Contractor shall grant ZETA a free, transferable and unlimited right of use to protectable inventions made in the course of the legal relationship, in particular concerning development services carried out by the Contractor.
- 19.2. The Contractor acknowledges that ZETA operates internationally and that goods may be used worldwide. The Contractor warrants that the deliveries/services do not infringe any property rights (including but not limited to patent rights, trademark rights, design rights and copyrights) of third parties and shall indemnify and hold ZETA harmless in respect of any such claims and in respect of any disadvantages resulting therefrom.

20. Confidentiality and data protection

- 20.1. The contracting parties mutually undertake to treat any confidential information arising from their cooperation (including the fact that a business relationship exists) as strictly confidential and to ensure that such information is not disclosed to unauthorised third parties. This confidentiality obligation shall in particular include the parties' obligation not to use confidential and personal information for their own and/or competitive purposes.
- 20.2. All information provided by ZETA may be disclosed only to those employees of the Contractor who have signed a written confidentiality agreement and require this information to fulfil an individual order. Any other disclosure to third parties, including agents, shall require the prior written consent of ZETA. The contracting parties shall also oblige their employees to maintain secrecy within the meaning of this provision.
- 20.3. This duty of confidentiality shall not include (i) information that is necessary for fulfilling an individual order, (ii) information that is already in the public domain, (iii) information that is disclosed to the auditors or other consultants who are bound by a duty of confidentiality, and (iv) information that must be disclosed in order to fulfil legal obligations (such as legal obligations to provide information, e.g. to tax authorities). Furthermore, the duty of confidentiality shall not include information that is necessary for ZETA to fulfil its obligations regarding the end customer.
- 20.4. Any other information related to an individual order and general information on the cooperation with ZETA may only be published or used for promotional purposes by the Contractor with the prior written consent of ZETA.
- 20.5. The obligation to maintain secrecy pursuant to this item shall continue after the individual order has been fulfilled.
- 20.6. Existing non-disclosure agreements between the contracting parties shall not be affected by the confidentiality obligation specified in this provision.
- 20.7. The contracting parties undertake to apply and observe the national data protection laws and the EU General Data Protection Regulation as amended from time to time. Both contracting parties undertake to use personal data disclosed by the other party as well as data of third parties exclusively for fulfilling an individual order.

21. Retention / set-off / non-assignment

- 21.1. The Contractor shall not be entitled to assert rights of retention in respect of services provided or owed by the Contractor under an individual order. Furthermore, the Contractor waives the right to suspend or refuse performance in the event of disputes.
- 21.2. Offsetting by the Contractor with claims against ZETA shall only be possible for undisputed or legally established claims and shall otherwise be excluded.
- 21.3. The Contractor shall not be entitled to assign claims and/or rights arising from or in connection with an individual order unless ZETA agrees to such assignment in writing in advance.

22. Applicable law and place of jurisdiction

These GTCP shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of Austrian private international law.

All disputes arising from or in connection with these GTCP as well as the individual orders related to them, shall be subject to the exclusive jurisdiction of the competent court in Graz, unless expressly agreed otherwise in the individual order.

23. Employees

The Contractor is not allowed to solicit or recruit employees of ZETA or a company affiliated with ZETA.

The non-solicitation clause shall apply without any limitation in time and place, the non-recruitment clause shall apply to Europe for one year after full performance of the contract.

In the event of a breach of this provision, the Contractor shall pay to ZETA a contractual penalty of one gross annual salary of the employee concerned; this contractual penalty shall not be subject to judicial mitigation.

24. Code of Conduct

The Contractor shall be obliged to comply with the provisions of the [Code of Conduct](#) as amended at the time of conclusion of an individual order in accordance with item.

25. Other provisions

- 25.1. All agreements, amendments or supplements to these GTCP must be in writing to be valid. This shall also apply to an agreement to waive this written form requirement.
- 25.2. If individual provisions of these GTCP should be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the GTCP and the GTCP as a whole. The contracting parties undertake to replace the invalid or unenforceable provision with a new provision that corresponds as closely as possible to the meaning and purpose of the invalid or unenforceable provision. This shall also apply mutatis mutandis in the event of gaps in the GTCP.
- 25.3. If the above GTCP are translated into any language other than German, the German language version shall prevail for the interpretation in case of doubt.