

## TTControl S.r.l. – Terms and Conditions of Purchase

### 1. General

- a. Any and all agreements of TTControl S.r.l (hereinafter "TTControl") regarding any and all purchases are and shall be concluded based on these Terms and Conditions of Purchase (hereinafter "Conditions"). Any goods or services purchased by TTControl shall hereinafter be referred to as "Products"; any (potential) seller or (potential) provider of goods and/or services shall hereinafter be referred to as "Seller".
- b. These Conditions shall override any contradicting or additional terms contained in or referred to in documents or correspondence from the Seller including in particular any general terms and conditions of sale and delivery of Seller. In the event these Conditions fail to regulate any specific legal matter the provisions of discretionary law of Austria shall apply.
- c. All contracts, amendments or alterations of these Conditions shall be made in writing, whereby the written form shall also be fulfilled if a simple electronic signature via DocuSign or Adobe Acrobat is used.

### 2. Acceptance

- a. Inquiries made by TTControl are non-binding and do not oblige TTControl to any payment or indemnification to Seller for the making of an offer or the preparation of an inquiry. Any written estimate of cost from Seller is binding and free of charge if not explicitly stated otherwise.
- b. Any order placed by TTControl with Seller is only valid if confirmed by Seller within 10 days from the day of receipt of the order. A late acceptance of any order placed by TTControl shall not be valid and shall be regarded as a counter-offer, which only becomes binding upon written confirmation by TTControl.

### 3. Conditions of Delivery

- a. Any delivery of goods and/or providing of services, including any and all obligations connected therewith, shall hereinafter be referred to as "Delivery". Any Delivery has to be conducted by Seller in person.
- b. Times of Delivery shall be fixed dates and shall be counted from the day of conclusion of the contract.
- c. The place of Delivery shall be TTControl's premises in Brixen / Bressanone and all risks shall be passed to TTControl not before the complete Delivery at this place.
- d. Seller shall at his expense provide the shipment and packing and arrange for the insurance for the transportation.
- e. Seller shall not execute orders in partial or advance Deliveries, which shall be regarded as irregularity with respect to the entire order.
- f. Delivery includes the furnishing with documentation in accordance with the established rules of technology. Seller shall update and explain the documentation whenever requested.
- g. Seller shall give training concerning functions and impact on technical environment, esp. for basic functions and use of Delivery, free of charge.
- h. During the period of warranty maintenance is supplied free of charge.
- i. Seller shall provide TTControl with all relevant information regarding export control, including but not limited to the classification of the Products according to EU and US regulations. The delivery is deemed to have been completed only upon provision of this information.

### 4. Delay

Seller shall immediately notify TTControl of any (expected) delays in Delivery stipulating the reasons as well as the estimated duration. Irrespective of such notification and notwithstanding any claims that TTControl might have under contract or law, TTControl shall be entitled to rescind from the contract with immediate effect.

### 5. Prices

Prices shall be fixed prices and free of charge to the place of performance and shall therefore include all costs of packaging, shipment and insurance as well as customs, taxes and any other (public) charges, but shall exclude VAT. Seller shall ensure correct labelling and declaration of the delivered Products as well as compliance with tariff and all other applicable regulations. TTControl shall at its own discretion keep the packaging or return it to Seller at the latter's expense.

### 6. Payments

- a. Any payments shall become due only after receipt of an invoice issued in line with applicable regulations, e.g., tax laws. Payments shall be effected in the agreed currency within 30 days from receipt of the invoice less 3% discount, or within 60 days. In any event, however, payments shall not become due before complete Delivery.
- b. TTControl accepts electronic invoices and credit notes fulfilling the following criteria: (i) the documents contain all legal bill characteristics to ensure potential tax deduction, (ii) compliance with the instructions of the VAT Act, (iii) document format allows TTControl to clearly identify the integrity of the content and the authenticity and legibility of the invoice and (iv) the invoice is sent by email to [invoices@ttcontrol.com](mailto:invoices@ttcontrol.com).
- c. Payments shall be deemed to have been effected in due time if they are forwarded or remittance is arranged not later than on the last day of the agreed delay for payment. Seller herewith accepts that payments may be effected by bills, cheques, money orders or payments of all kinds. Discounting or collecting charges shall be borne by seller.
- d. TTControl reserves the right to offset any counter-claims TTControl may have against Seller; Seller shall not have this right.

### 7. Quality and Notice of Defects

- a. Seller guarantees and warrants that its Products are of perfect, merchantable and proper quality and workmanship and comply with the requirements underlying the order and TTControl's specifications and with the customary and established rules and standards of technology. Furthermore, Seller guarantees and warrants that the Products are fit for TTControl's purpose. If these guarantees and warranties cannot be fulfilled Seller has to follow all and any guidance by TTControl to meet the guarantee and warranty, whereas Seller has to provide TTControl with any and all information useful for creating such guidance.
- b. Seller guarantees and warrants that by purchasing the Products TTControl is granted exclusive licenses in relation to all intellectual property rights and know-how etc for the unrestricted use and utilization (regarding time, place and/or kind), in particular also the processing and reselling, of the Products. In this context Seller guarantees and warrants that in connection with any Products delivered no third party rights such as authors' rights, patents, trademarks, copyrights or similar rights, including but not limited to those of Seller's employees or subsidiaries, are infringed. Seller agrees to hold

TTControl harmless and fully indemnify against any and all claims brought against TTControl as a consequence of such breaches.

- c. The notice of any defects of goods and/or deficiencies of services (hereinafter "Defects") of a Delivery shall be deemed to have been made forthwith if it is made within six weeks of complete Delivery in regard of obvious Defects and within six weeks of discovery in regard of concealed Defects. In relation to Deliveries that are customarily not used respectively unpacked until actually used, all Defects shall be deemed to be concealed Defects.
- d. In the event of any Defect TTControl shall have the right to claim at its discretion repair, replacement of the defective Product, reduction of the price or to rescind from the contract. Furthermore, TTControl is entitled to procure a substitute for the Product at Seller's costs Warranties – also further ones in terms of the ABGB - shall expire 36 months after the complete Delivery respectively of discovery in regard of concealed Defects respectively 24 months after the completion of improvements.
- e. Seller shall retain quality records and records that provide objective evidence of compliance to TTControl's requirements for a minimum of 7 years after the last Delivery. Upon request, Seller shall deliver required records to TTControl within forty-eight hours from time of request by TTControl. Prior to discarding, transferring to another organization, or destruction of such records, Seller shall notify TTControl in writing and give TTControl the opportunity to gain possession of the records. These requirements are applicable to records generated by Seller's sub-tier sources.
- f. Seller shall ensure, document and furnish positive traceability of each individual product to the raw material certification/test report that represents the raw material from which each of the products was manufactured.
- g. Seller shall support the AEO concept of the European Community Customs Code ( Regulation (EC) 648/2005) by either obtaining AEO certification or issuing of a safety declaration in particular with regard to property/premises protection; business partner, personnel and information security; as well as packaging and transportation so that (i) the products and other deliverables are protected against unauthorized access during their creation or rendering, manufacture, storage, loading and off-/unloading, processing and working, and transportation; (ii) the personnel assigned to creation or rendering, manufacture, storage, loading and off-/unloading, processing and working, and transportation is reliable, and (iii) subcontractors have been instructed that they must take measures to secure the aforementioned supply chains

## 8. Liability

Notwithstanding the legal remedies available to TTControl pursuant to these Conditions Seller undertakes to hold TTControl harmless and fully indemnify TTControl in respect of any damage due to Seller's or his subsidiaries' fault, even in cases of slight negligence, whether due to late delivery, non-delivery or delivery of a defective Products or any other breach of contract or law, including any consequential damage, lost profits or claims by third parties against TTControl.

## 9. Contractual Penalty

In any case of breach of contract (including but not limited to delay) TTControl is entitled to charge a penalty from Seller amounting to 30% of the net value of the remuneration, but not less than EUR 50.000,-, per breach respectively per week

of breach; the amounts shall not be subject to reduction by judgment. This shall apply regardless of Seller's fault or of the amount of damages and the amounts shall not be subject to reduction by judgment. All this applies irrespective of any further claims of TTControl.

## 10. Retention of Title, Lien and Assignment

- a. Any retention of title and lien regarding Products is of no significance. All title in the Products shall pass to TTControl at the time of Delivery.
- a. Seller may not assign any claims against TTControl unless expressly agreed in writing.

## 11. Confidentiality

Any information, in whatever form, which is made available to Seller is made available for the use of performance only and is strictly confidential.

## 12. Waiver

To the extent permitted by stringent law, the Seller and TTControl waive their right to challenge these Conditions and any contract concluded between the Seller and TTControl, to demand its modification or rescission or to claim, that these Conditions or any contract was not concluded validly or is null and void.

## 13. Compliance

- a. Seller warrants that his activities, the Products and their use comply with all applicable laws, statues and standards. Furthermore Seller shall adhere to TTControl's Code of Conduct.
- b. Seller will issue a supplier's declaration or a long-term supplier's declaration according to Regulation (EC) No. 1207/2001 for his Products upon TTControl's request.
- c. Seller warrants that he and his suppliers (including sub-suppliers at any stage) do not use child labor or involuntary labor and ensure a safe, harassment- and violence-free, non-discriminating, work environment.
- d. Seller shall maintain effective measures to prevent bribery and corruption.
- e. Seller shall comply with all applicable export control regulations (including but not limited to export control regulations of Austria, the European Union and the US) and shall not export products without the necessary authorisations in place.
- f. Seller shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold (3TG minerals) in the Products does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of Congo or an adjoining country. Seller shall exercise due-diligence on the source and chain of custody of these minerals and shall make his due diligence measures available to TTControl and its customers upon TTControl's request.
- g. Seller confirms that the Products conform to the EU legislation for electrical and electronic equipments (EEE), which includes the Waste Electrical and Electronic Equipment Directive (WEEE) and the Restriction of Hazardous Substances Directive (RoHS) and the respective laws and statutes the EU member countries issued for implementing the directives. Furthermore, Seller confirms that the Products conform to the Regulation concerning Registration,

Evaluation, Authorisation and Restriction of Chemicals (REACH).

#### 14. Counterfeit Parts

- a. "Counterfeit Parts" shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to, (i) parts that are an unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") or Original Component Manufacturer ("OCM") item, (ii) parts that are not traceable to an OEM/OCM sufficient to ensure authenticity in OEM design and manufacture, (iii) parts that do not contain proper external or internal materials or components required by the OEM/OCM or are not constructed in accordance with OEM/OCM design, (iv) parts that have not passed successfully all OEM/OCM required testing, verification, screening and quality control processes, (v) parts that have been (re)marked, re-worked, re-labeled, repaired, refurbished, or otherwise modified from OEM/OCM design but not disclosed as such or are represented as OEM authentic and, (vi) defective parts and/or surplus material scrapped by the original manufacturer, and (vii) previously used parts pulled or reclaimed and provided as "new".
- b. As used herein, "authentic" shall mean (i) genuine; (ii) from the legitimate source claimed or implied by the marking and design of the product offered; and (iii) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
- c. "Independent Distributor" shall mean a person, business, or firm that is neither authorized nor franchised by an OCM to sell or distribute the OCM's products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.
- d. Seller represents and warrants that only new and authentic materials are used in Products to be delivered to TTControl and that the Products delivered contain no Counterfeit Parts. No other material, part, or component other than a new and authentic part shall be used unless approved in advance in writing by TTControl. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from the OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. Seller must make available to TTControl, at TTControl's request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by TTControl. Seller must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. TTControl's approval of Seller's request(s) does not relieve Seller's responsibility to comply with all representations and warranties in this paragraph.
- e. Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification to TTControl and its written approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. Seller shall provide copies of such documentation for its system for TTControl's or TTControl's customer's inspection upon their request.

- f. Acceptance of these Conditions constitutes confirmation by the Seller that it is either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. Seller further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM/OCM is available upon request. If the Seller is not the OEM/OCM or a franchised or authorized distributor, the Seller confirms by acceptance of these Conditions that each product supplied to TTControl has been procured from the OEM/OCM or a franchised or authorized distributor of the OEM/OCM. The Seller further warrants that OEM/OCM acquisition traceability documentation is accurate and available to TTControl and its customer upon their request.
- g. Seller shall flow the requirements of this paragraph 14 to its subcontractors and suppliers at any tier for the performance of their obligations towards TTControl.
- h. If Seller becomes aware or suspects that it has furnished Counterfeit Parts to TTControl, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify TTControl and replace at Seller's expense, such Counterfeit Parts with OEM/OCM or TTControl-approved parts that conform to the requirements of these Conditions. Seller shall be liable for all costs related to the replacement of Counterfeit Parts and any testing and validation necessitated by the installation of authentic Products after Counterfeit Parts have been replaced.

#### 15. Audit and annual financial statements

- a. TTControl and its customers are entitled to conduct audits on Seller's and Seller's suppliers premises in order to ensure compliance with these Conditions upon reasonable notice to Seller at no costs for TTControl and its customers. In the course of such audit TTControl is furthermore entitled to audit records and books of Seller and Seller's suppliers. Seller will provide reasonable personnel in order to enable and facilitate the audit at no costs for TTControl and its customers.
- b. Upon TTControl's request, Seller is obliged to provide TTControl with its annual financial statements.

#### 16. Term and Termination

- a. Contracts for the performance of a continuing obligation may be terminated by TTControl with two weeks' notice to the end of every month.
- b. Any contract may be terminated with immediate effect for important reason, including but not limited to (i) the breach of confidentiality by Seller, (ii) the use of sub-contractors without written approval by TTControl, (iii) the quality of services is not sufficient that TTControl can merchandise the Products or use the Products as agreed upon.

#### 17. Applicable Law and Arbitration Clause

- a. Any disputes including the issue of the valid conclusion of a contract and its pre- and post-contractual effects shall exclusively be governed by the laws of Austria, whereby the rules on conflicts of laws, the UN Convention on Contracts for the International Sale of Goods and any other (international) provisions that displace substantive Austrian law shall not apply.
- b. All disputes arising out of or in connection with these Conditions shall at the plaintiff's choice be exclusively and finally settled (i) under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators

appointed in accordance with the said Rules; arbitration shall be conducted in Vienna, Austria, and the language of arbitration shall be English; arbitration award shall be final and binding on both parties, or (ii) by the competent court of Vienna. Either party may apply to any court of competent jurisdiction for interim relief.

#### **18. Severability Clause**

Should any provision of these Conditions and any contract be or become illegal or unenforceable the remainder shall not be affected. Any illegal or unenforceable provision shall be replaced by valid and enforceable provisions, which achieve the intended effect; the same applies for contractual loopholes.