

**General Terms and Conditions of Purchase  
of  
AT&S Austria Technologie and Systemtechnik AG**

**1. Applicability of the Terms and Conditions of Purchase**

- 1.1. Unless otherwise agreed in writing, only the general terms and conditions of purchase (the “Conditions”) set forth below, which have been made known to the other party to the contract (the “Supplier”), shall apply to purchases by AT&S Austria Technologie und Systemtechnik Aktiengesellschaft (“AT&S”). Insofar as the present conditions lack applicable provisions, the laws of the Republic of Austria shall apply exclusively. The present Conditions form an integral part of every contract concluded with AT&S and apply to all future contractual relationships with, as well as additional services rendered by the Supplier, and as such constitute a framework agreement for all future legal transactions between AT&S and the Supplier (collectively the “Parties”).
- 1.2. General Terms and Conditions of the Supplier shall not become a constituent part of the contract, even if AT&S does not expressly reject them. The Supplier shall waive applications of its own general terms and conditions, especially any defensive clauses, by accepting an order, making and offer or signing a contract with AT&S. Any general terms and conditions whatsoever, including but not limited to, general conditions of sale, conflicting, partially or entirely, with the present conditions, shall be ineffective in their entirety.
- 1.3. If AT&S accepts the goods/services without expressly rejecting the conditions as specified in clause 1.2, it shall in no case be possible to conclude that AT&S would have accepted the general terms and conditions of the Supplier.
- 1.4. Supplementary agreements or amendments to these conditions shall be made in writing in order to be valid.

**2. Purchase Order, Offer, Order, Order Confirmation**

- 2.1. Each purchase order placed by AT&S requires an individual procedure. Linking a purchase order legally with other orders placed to the Supplier shall only be possible if this has been agreed in advance in a written framework agreement.
- 2.2. Offers shall be non-binding and free of charge for AT&S. When submitting its offer, the Supplier shall adhere to the quantity, quality and specifications stipulated in the enquiry or invitation to tender of AT&S and, in case of a deviation it shall immediately notify AT&S thereof. The Supplier shall be bound to its offer for three months after receipt of the offer.
- 2.3. Only orders placed in writing shall be binding upon AT&S. Oral orders and orders placed via telephone or e-mail may only be executed by the Supplier if this has been expressly agreed with AT&S in advance in each individual case. Orders shall be confirmed by the Supplier in writing within three working days of receipt of the order, bindingly stating the delivery period demanded by AT&S in its order. If the Supplier does not confirm the order within three working days from

receipt, AT&S shall be entitled to cancel the order. AT&S shall be entitled to demand modifications of the subject-matter of the order, even after the contract has been concluded, in as much as this is appropriate and acceptable for the Supplier. If an amendment to the contract of such a nature is made, appropriate account shall be taken of the effects on both parties, in particular with regard to additional or reduced costs and delivery dates.

- 2.4. Order numbers, reference numbers and the date of letters from AT&S shall be stated in all correspondence.

### 3. Prices, Payment, Invoice

- 3.1. The prices shall be determined on the basis of a comprehensible calculation. On demand, the calculation documentation shall be provided to AT&S for the purpose of verifying adequacy of the prices.
- 3.2. The prices stated in the order or the offer shall be deemed maximum prices. Price reductions due to changes on the procurement market of the Supplier shall be passed on to AT&S to the full extent. The Supplier shall be obliged to notify AT&S of any such changes without delay.
- 3.3. Customs duties, taxes, legal fees and transportation costs, expenses for packaging, insurance or other costs which are not stated in the offer and in the order shall be borne by the Supplier. All prices are net prices as defined by the Austrian Value-Added Tax Act (Umsatzsteuergesetz) as amended from time to time and shall, unless otherwise agreed, be deemed prices in Euro (€), and DDP place of assembly and/or use and/or delivery (Incoterms 2000), unless a different Incoterm is agreed upon in writing in an individual case.
- 3.4. The Supplier undertakes to use exclusively environmentally sound packaging materials and keep the costs that may arise for AT&S in connection with the disposal of such materials as low as possible.
- 3.5. No remuneration or reimbursement (of expenses) for visits by representatives of the Supplier to AT&S shall be granted by AT&S. All product presentations, test operations and test runs – even before the contract is signed – shall be free of charge for AT&S.
- 3.6. Invoices not properly submitted shall not be accepted, shall not effectuate a date when payment becomes due and shall not be deemed received by AT&S until the date such invoices are corrected. The statutory accounting provisions applicable from time to time shall be observed without exception. The Supplier shall be liable for any additional or consequential costs arising due to incorrect or incomplete invoicing. Clause 2.4. shall apply *mutatis mutandis*.
- 3.7. AT&S shall settle invoices within 30 days of complete and faultless fulfilment of the order and receipt of invoice less a 3% cash discount or within 60 days of receipt of invoice without deduction. If a discount is expressed as a certain percentage, it shall be applied to the quantity actually delivered as well as to amended or renegotiated prices and additional services as specified in clause 2.3. Payment periods commence not earlier than on the date on which the goods arrive in the premises of AT&S or at the agreed destination.
- 3.8. The mere acceptance (oral or in writing) of goods or services, or payments effected shall neither constitute an acceptance nor a waiver of rights of whatever kind. If the delivery is not fulfilled by

the Supplier according to the contract, AT&S shall be entitled to retention of the total purchase price until performance in accordance with the contract.

#### **4. Shipment, Packaging, Passing of Risk**

AT&S shall be informed of every shipment immediately after it has been dispatched by means of a dispatch note which shall be broken down precisely into type, quantity and weight. Dispatch notes, consignment notes, invoices and all other correspondence shall contain the AT&S order number. AT&S shall only be obliged to accept the quantities or numbers ordered. Overshipments or undershipments shall only be possible if agreed with AT&S in advance. Insofar as certificates on tests of materials have been agreed upon, they shall form an essential part of the delivery and shall be enclosed with the delivery together with the delivery documentation.

#### **5. Delivery, Delay in Delivery, Place of Performance, Force Majeure**

- 5.1. AT&S retains the right to return to the Supplier products delivered before the agreed date at the cost and risk of the Supplier. If goods are not returned in case of an early delivery, they shall be stored with AT&S at the cost and risk of the Supplier until the delivery date. In case of such early delivery, AT&S reserves the right not to effect any payment until the agreed due date. AT&S will not accept partial deliveries unless specifically and expressly agreed upon by AT&S in advance.
- 5.2. A delivery note shall be enclosed with each delivery, which shall contain the complete description and quantity delivered of each delivery item and the AT&S order number in accordance with the order. Acceptance of goods will be refused without exception if goods are delivered without an appropriate delivery note.
- 5.3. The agreed delivery dates shall be binding. Receipt of the goods at the point of receipt or use specified by AT&S and timely and effective acceptance shall be relevant to compliance with the delivery date or delivery period. Delivery periods shall commence on the date of the order.
- 5.4. Upon knowledge of the Supplier that an agreed date cannot be met for whatever reason, the Supplier shall immediately inform AT&S thereof in writing and state the reasons and the probable duration of the delay. The Supplier shall be obliged to reimburse AT&S for all direct and indirect losses caused by the delay. Acceptance of the delayed delivery by AT&S shall not imply a waiver of claims for compensation, if any, on grounds of the delayed delivery.
- 5.5. If the agreed delivery date is not met, AT&S shall, after a reasonable grace period granted by AT&S has fruitlessly expired, be entitled to either demand damages for non-performance or to obtain substitute performance from a third party or to rescind the contract.
- 5.6. The Supplier shall be obliged to inform itself sufficiently about all customs and other import regulations of the country for which the goods ordered by AT&S are intended and to comply with the same by taking appropriate measures.
- 5.7. Unless otherwise expressly agreed upon, the place of performance of delivery obligations shall be the delivery address stated in the order by AT&S. If no delivery address is stated, the Supplier shall be obliged to ask for the delivery address by contacting the order address.

- 5.8. Force majeure and labour disputes shall release the Parties from their obligations for the duration of the disruption and to the extent of its effect. The Parties shall be obliged, within the scope of reasonable behaviour, to immediately provide all necessary information and to adjust their obligations to the changed circumstances in good faith. AT&S shall be fully or partially released from its obligation to accept the goods/services ordered and shall even be entitled to rescind the contract if the goods/services can – taking account of commercial aspects – no longer be used by AT&S due to the delay caused by force majeure or the labour dispute.

## 6. Delivery Dates

- 6.1. For each delivery a delivery note has to be enclosed.
- 6.2. Deliveries to AT&S can be made at the following delivery dates:
- (a) in Hinterberg:  
Monday – Friday 8:00 – 16:00  
Monday – Friday 8:00 – 14:00 (only for chemistry deliveries)  
Monday – Friday 7:00 – 18:00 (only for tank-chemistry deliveries)
- (b) in Fehring:  
Monday – Friday 8:00 – 16:00
- (c) in Klagenfurt:  
Monday – Friday 7:00 – 15:00
- 6.3. Supplier has to bear all additional costs resulting from the non-obedience of aforesaid Delivery Dates.

## 7. Acceptance

- 7.1. If the products or services have been supplied in a condition in accordance with the contract and free from defects or if any defects found have been repaired, the products or services shall be accepted by AT&S. If a test operation has been provided for, acceptance shall take place after specification parameters have been reached and maintained during the entire test period agreed.
- 7.2. In principle, acceptance shall be effected upon signing of the AT&S acceptance report. An order constitutes an overall performance, defects in parts of it shall entitle AT&S to refuse acceptance of the entire order. Unless used goods are expressly requested in the order, the Supplier represents and warrants that only brand-new products will be supplied to AT&S.
- 7.3. The Supplier shall bear the risk of his services until complete acceptance by AT&S as stipulated in clause 6.2.

## 8. Contractual Penalty

AT&S shall be entitled, regardless of any fault of the Supplier and regardless of any evidence of an actual loss, to charge the Supplier a contractual penalty of 0.5% of the total order sum for each commenced

calendar day of the delay up to a maximum of 15% of the total order sum. The contractual penalty shall be based on the order value of the lot/part that was delivered late, provided that the timely delivered lot/part may be used separately in a commercially reasonable way and is of practical use, which shall be proven by the Supplier. AT&S shall, in particular, be entitled to deduct the accrued contractual penalty from the invoice amount without separate agreement or prior notification of the Supplier. AT&S reserves the right to claim the contractual penalty in lieu of performance or to claim damages in addition to the contractual penalty. In case of a delay in delivery affecting the order in whole or in part AT&S shall be entitled to rescind the contract, or parts of it, after having granted a reasonable grace period. In case expressly fixed dates are not observed the Parties agree on a contractual penalty of 15% of the total order sum, regardless of any fault of the Supplier and regardless of any evidence of an actual loss. AT&S reserves the right to assert additional claims for damages. Such contractual penalties shall not be subject to a judicial right of reduction.

## **9. Warranty, Guarantee, Damages, Product Liability**

- 9.1. The Supplier shall be liable, in accordance with the statutory provisions, for deficiency of title and in quality. The Supplier warrants the careful and proper performance of the contract, including, but not limited to, compliance with the specifications and other provisions on performance laid down by AT&S in accordance with the latest state of the scientific and technical knowledge, as well as quality and usefulness of the delivery with regard to material, workmanship and design and of the documents which form part of the delivery (drawings, plans, etc.). The warranty period is 24 months for movables and 60 months for immovables from the day after the AT&S acceptance report as stated in clause 6.2. was signed or complete delivery of the goods to AT&S. The warranty period can be extended by written agreement between the parties. Should a product or a batch of products be replaced or repaired, the warranty term for such product or batch of products shall start to run again from the delivery date of the replaced and/or repaired product or batch of products. A warranty period for delivery items in which it was not possible to operate due to defects covered by warranty shall be extended by the period of business interruption. The Supplier shall be obliged to remedy all defects occurring during the contractually agreed period at its own risk and expense, corrective actions (such as, for instance, repairs, changes and/or replacements) in order to promptly make products in accordance with the technical specifications as well as to eliminate all discovered defects and/or errors. AT&S shall at all times be entitled to take corrective measures or to have such measures taken by a third party at the expense of the other party to the contract without setting an additional period time. Such procedure shall not affect AT&S's rights in connection with deficiency of delivered products. Deviating from § 924 Austrian civil law act (ABGB), it shall be assumed, until the contrary is proved, that the Supplier shall be liable for defects which exist at the time of delivery provided that the defect becomes apparent within two years of delivery.
- 9.2. The Supplier fully and truly guarantees, on its own behalf and on behalf of its subcontractors and its own suppliers, that all delivered products are in conformity with the order or call-forward notice, complete and free from defects and, in particular, comply with the properties of deliveries and/or services that are usually expected and may have been promised, are mentioned in public statements and are in conformity with samples and specimens and the technical specifications required by AT&S for the entire warranty period as specified in clause 8.1. In addition the delivered products have to comply with the state of technical knowledge as well as any and all relevant international and respective national quality, environmental, safety and product standards, as amended from time to time; the delivered products shall also comply with all customary generally applicable technical standards (e.g. CENELEC, EN, ETSI, ISO, ITU, Ö-Normen, DIN, VDE, UL, ICAO) and all

legislation and governmental regulations applicable to the place of destination. Other rights of AT&S, in particular claims on grounds of warranty or damages, shall remain unaffected.

- 9.3. Sections 377 et seq. HGB (Austrian Commercial Code) shall not be applicable. AT&S shall therefore not be obliged to inspect the products and notify defects. Written assertion of claims in relation to defects shall suspend the warranty period and interrupt periods of payment until the defects have been entirely repaired.
- 9.4. AT&S shall be entitled in any case to cancel the contract in whole or in part even in case of defects that can be repaired, after having granted a grace period of 14 days for remedying the defects and fruitless expiration of the same. Costs and expenses to be borne by the Supplier in connection with repair of defects shall also include costs for packaging, freight and delivery, labour costs for assembly and disassembly, travelling expenses and repair of defects at AT&S's.
- 9.5. Notwithstanding the aforesaid, the Supplier shall pay damages in the amount of the actual loss incurred by AT&S, including lost profit. In case a third party, such as a customer of AT&S, claims damages vis-à-vis AT&S on grounds of defective or delayed delivery, the Supplier shall be obliged to indemnify and hold AT&S harmless in this respect for the total loss, provided that such defective delivery of the Supplier caused the loss even in case of a combination of several causes of damage. AT&S shall be indemnified and held harmless from and against the total loss, which shall include all costs incurred by AT&S in or out of court to ascertain the loss, defend the loss and claim damages.
- 9.6. The Supplier represents and warrants on its own and its legal successors' behalf that the delivered goods are free from defects as defined by the Austrian Product Liability Act (PHG) as amended from time to time, in as much as design, workmanship and instructions are concerned. In particular, the Supplier guarantees that no defects whatsoever were detected in the product according to the state of the art at the time the product was put into the market. In case defects as defined by Section 5 Austrian Product Liability Act (PHG) turn out after acceptance of the products and/or in case it becomes clear that the products no longer comply with the state of the art in terms of Section 8 PHG, the Supplier shall take back such defective products and refund the full purchase price. The Supplier undertakes and shall oblige its legal successors to monitor the product on the market. The Supplier shall inform AT&S without delay if it turns out at a later point in time that certain properties of the product are hazardous. If a claim is asserted against AT&S, the Supplier undertakes to indemnify and hold AT&S harmless from and against any claim or loss. Furthermore, the Supplier undertakes to name the manufacturer or importer if requested by AT&S to do so at any time. In addition, the Supplier shall be obliged to take out appropriate product liability and public liability insurance. A confirmation from the insurance company shall be submitted.

## 10. Quality assurance

- 10.1 Unless otherwise agreed in writing, the Supplier shall comply with all relevant and applicable quality standards as amended from time to time and at least with ISO 9001:2008. For the purpose of quality assurance, the Supplier undertakes to systematically plan, determine, conduct and supervise measures ensuring a maximum degree of quality.
- 10.2 Supplier shall allow AT&S or a person instructed by AT&S at any time, even without prior notice, to inform itself about the Supplier's quality management system in the plants and on the premises of

the Supplier and to satisfy itself about compliance with and effectiveness of the said measures. These obligations / rights shall also extend to subcontractors and suppliers of the Supplier, if any, who shall be obliged by the Supplier accordingly.

- 10.3 Upon request and in due time before first delivery of the goods ordered, the Supplier shall submit to AT&S the results of examinations conducted by a court-appointed expert about the contractually agreed quality of the goods, in particular regarding properties listed in the order, as well as unconditional fitness for the designated purpose. If AT&S so requests, the Supplier shall have such examinations conducted by court-appointed experts at regular intervals, also during the term of the respective purchase order. The examination reports shall be submitted to AT&S without delay and independent of a request by AT&S. All costs related to such examinations shall be borne by the Supplier.
- 10.4 In accordance and in compliance with the relevant legislation of the European Union, suppliers from a Member State of the European Union undertake to obtain a CE certification in connection with their products.

## 11. REACH

- 11.1 According to the European Regulation 1907/2006 concerning the Registration, Evaluation, Authorisation and the Restriction of Chemicals (REACH), manufacturers within the European Union and importers who bring in products (substances, mixtures and articles) have a duty to register for each legal entity compulsorily registrable substances on their own, or in preparations that they produce and/or import in quantities over 1 tonne per year (per manufacturer/importer), unless the substance is exempt from registration.

AT&S Suppliers located in Non-European Union countries undertake to comply with the registration obligations and to deliver only products which have been pre-registered or registered at ECHA (European Chemicals Agency).

In case the Supplier does not fulfil its information, registration and/or authorisation obligations, AT&S is entitled at any time to cancel any orders placed immediately and has the right to refuse any deliveries without charges.

- 11.2 The identification of substance of very high concern (SVHC – substances of very high concern) is listed in the Candidate List, which is released and periodically updated by the European Chemicals Agency (ECHA). AT&S Suppliers are obliged to regularly check whether substances on the Candidate List are present within the products they produce, import and supply to AT&S. In case of identification of such substances in a weight proportion of more than 0,1%, AT&S Suppliers are obliged to immediately inform AT&S in writing on this.

The Candidate List can be found at [http://echa.europa.eu/chem\\_data/authorisation\\_process/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp).

Substances of very high concern are going to be included gradually in Annex XIV of the REACH Regulation. Once included in that Annex, they cannot be placed on the market or used after a date to be set unless the company is granted an authorization. AT&S' Suppliers are required to take all measures and steps to get the contained substances authorized by ECHA. AT&S must promptly be informed of all activities related to REACH, as far as those information are relevant for the ability to supply and produce.

## 12. Environmental Related Substances

In AT&S' „Guideline for the Regulation of Environmental Related Substances” (“Guideline”) banned and restricted substances are listed, which have to be observed by AT&S Suppliers. AT&S Suppliers are obliged to deliver to AT&S the “AT&S Certification of Environmental Related Substances” (“Certification”), declaring if prohibited and/or avoided substances are included in their products in such case also declaring the concentration.

The Guideline as well as the Certification can be found on AT&S' homepage at <http://www.ats.net/en/index.php/Suppliers/c-13234-Downloadcenter.html>.

### 13. RoHS Conformity

Supplier commits to meet the directive 2002/95/EC Restriction of the use of hazardous substances (RoHS). The threshold limits of 0.1% for the substances Lead (Pb), Chromium VI (Cr 6+), Mercury (Hg), PBB and PBDE as well as the threshold limit of 0.01% for the substances Cadmium (Cd) must not be exceeded in materials and products purchased by AT&S.

If an above mentioned substance is contained in a product or material purchased by AT&S, supplier has to inform AT&S before delivery in written form.

### 14. Proprietary Rights

The Supplier guarantees that all deliveries are free from proprietary rights of third parties, in particular, that delivery and contractual use of the delivered products do not infringe patents, licences or other proprietary rights of third parties. The Supplier shall, at its own cost, indemnify and hold AT&S harmless from and against any infringement claims (including legal costs) raised against AT&S by third parties. AT&S shall be entitled to obtain permission from authorised persons to use the delivery items and services concerned at the expense of the Supplier.

### 15. Ownership Structure

15.1 AT&S shall acquire unrestricted title to the subject-matter of delivery/delivery item upon delivery including acceptance. Subsequent changes and adaptations/improvements of the delivery items do not affect the transfer of title. The same shall apply to the documents supplied with the delivery by the Supplier. In addition, AT&S shall acquire an unrestricted right to use the software supplied. Through delivery the Supplier declares and warrants that it is fully authorised to dispose of the goods and, in particular, that the goods are not subject to an extended retention of title of a third party, unless the Supplier names this third party not later than at the time the contract is signed.

15.2 Means of production handed over to the Supplier by AT&S for the purpose of execution of the order, or financed by AT&S, such as parts, raw materials, drawings, sketches, tools, aids as well as supplied documents, samples, models, data, etc., shall remain or become the property of AT&S and shall not be made accessible by third parties nor used for other purposes or advertising purposes. They shall be marked as property of AT&S and stored and administered separately. The Supplier shall compensate AT&S for any depreciation in value or loss. If processing, modification or installation leads to inseparable mixing of AT&S's products with products of the Supplier or a third party, AT&S shall acquire sole ownership of the new item. The Supplier shall store such new items for AT&S free of charge.



15.3 Ownership of and copyright in AT&S documents which it has handed over to the Supplier shall remain with AT&S. The documents, including all copies in whatever form, shall immediately be handed over to AT&S upon request. AT&S documents shall only be used for the purposes stipulated in the contract. In case the Supplier infringes the provisions herein or in any other contract with AT&S, the Supplier shall be liable for the entire loss without any limitation, including moral prejudice.

## 16. Data Protection

The Supplier shall be obliged to maintain secrecy about the data of which it obtains knowledge and/or about the results and partial results achieved by it, regardless of the way knowledge of such data was obtained. The Supplier shall be obliged to protect such data from access by third parties and shall instruct its employees to maintain confidentiality accordingly.

## 17. Miscellaneous Provisions

### 17.1 Applicable Specifications:

All applicable Specifications, as amended from time to time, are provided to Supplier by AT&S at the Pool4Tool Portal.

### 17.2 Construction and Specification Documents:

The Supplier shall not use, reproduce or make accessible to third parties documents made available by AT&S for manufacturing the ordered products for purposes outside the contract. Upon request, the Supplier shall submit to AT&S plans, design documents, technical calculations, etc. referring to the ordered product for approval and shall, after such documents have been approved, submit a copy to AT&S in as much as AT&S needs such documents for proper use or repair work. Upon request, the Supplier shall supply AT&S with records of the most essential spare parts. Approval of such plans, design drawings, technical calculations, etc. shall in no way affect the warranty obligations of the Supplier. Moulds, tools, artwork masters, etc. invoiced to AT&S shall become AT&S's property upon payment. They shall be stored and insured by the Supplier with no costs for AT&S and shall be handed over to AT&S upon request. Any and all construction documentation in connection with manufacturing of goods for special purposes of AT&S shall become the exclusive property of AT&S upon delivery and shall not be used by the Supplier for any other than AT&S's purposes.

### 17.3 Confidentiality:

The Supplier shall treat conclusion of a contract with AT&S as confidential and shall only make reference to business connections/relations with AT&S in advertising material and lists of references after receiving written consent from AT&S. The Parties undertake to treat all commercial or technical details which are not public knowledge and of which they become aware in course of the business relationship as a business secret. The Supplier shall impose the same obligation on its suppliers. The Supplier shall be liable for every loss, including moral prejudice, which AT&S suffers as a consequence of non-compliance with these provisions by the Supplier and shall pay a minimum contractual penalty of 50 % of the total order value or an amount of EUR 250,000 per event of non-compliance, whichever amount is higher.

### 17.4 Severability Clause:

If any of the provisions of these General Terms and Conditions of Purchase is or becomes ineffective, invalid and/or unenforceable, the effectiveness, validity or enforceability of the remaining provisions of these General Terms and Conditions of Purchase shall not be affected.

#### 17.5. Termination of Contract:

17.5.1. AT&S may rescind a contract entered into with the Supplier, in whole or in part, at any time. In such a case, the Supplier shall only be entitled to receive the remuneration attributable to services already rendered, including materials used or acquired. Claims of the Supplier going beyond the above shall be excluded.

17.5.2. AT&S may terminate contracts with immediate effect for important reasons, such as, including, but not limited to, severe or repeated infringement of material contractual obligations by the Supplier, opening of insolvency proceedings over the Supplier's assets, dismissal of an application for opening of insolvency proceedings due to lack of cost-covering assets, implementation of reorganisation proceedings or passing on of contractual duties to third parties without prior written approval by AT&S. In case AT&S rescinds the contract for such reasons or other important reasons attributable to the sphere of control of the Supplier, the Supplier shall, in case AT&S has rescinded the contract entirely, not be entitled to any payment whatsoever, and in case AT&S has rescinded the contract in part, only to payment as specified in clause 13.4.1. If the Supplier is at fault, it shall render full amends to AT&S according to Section 1323 Austrian General Civil Code (ABGB). In case third parties assert claims against AT&S on these grounds, the Supplier shall indemnify and hold AT&S harmless. In case of a justified rescission of the contract by AT&S, the Supplier shall bear the costs for returning the goods. The risk of loss or damage shall pass to the Supplier the moment the products are dispatched to the Supplier by AT&S.

#### 17.6. Prohibition to assign:

The Supplier shall not be entitled to assign its rights and obligations to third parties or to assign its claims vis-à-vis AT&S to third parties without the prior written consent of AT&S.

#### 17.7. Prohibition to set off:

The Supplier shall not offset its own claims against the claims of AT&S. Amounts adjudicated by court and claims expressly acknowledged in writing by AT&S shall be excluded. AT&S shall be entitled to offset claims of whatsoever kind against contractual claims of the Supplier.

#### 17.8. Legal Succession:

AT&S shall be entitled to transfer rights and obligations under the contractual relationship with the Supplier to companies in which AT&S has a shareholding of more than 25 % or to companies which have a shareholding of more than 25% in AT&S. The Supplier shall not be entitled to terminate a contractual relationship with AT&S as a result of such a transfer of rights and obligations.

#### 17.9. Written Form:

Any declarations, notifications etc. directed to AT&S shall be in writing and shall bear the original signature in order to be valid. To the extent these Terms and Conditions of Purchase provide for written form, such written form cannot be replaced by electronic form as defined by the Austrian Signature Act [*Signaturgesetz*] (BGBl. [Federal Law Gazette] 1999/190).

#### 17.10. Delivery Dates

Delivery dates shall be deemed fixed dates. In case of delay no grace period or rescission shall be necessary to set off legal consequences in relation to the delay.

- 17.11. Supplier is obliged and responsible that deliveries to AT&S will not be performed by any of his employee he has knowledge of to have been employed by AT&S in the past and this employment was terminated by instant dismissal by AT&S and/or employee, against whom AT&S has imposed an order on to stay away from any AT&S facilities. This obligation is also applicable to any of Suppliers subcontractors. In case Supplier breaches this obligation, AT&S will decline acceptance of the delivery and automatically delay in delivery is effected.
- 17.12. In order for AT&S to examine Suppliers compliance with the obligation as defined in 17.11., Supplier grants AT&S the right of disclosure of information regarding Supplier's employees and agents at any time. In case strong suspicion arises that Supplier breaches his obligation as defined in 17.11., Supplier is obliged to immediately supply evidence of the compliance with aforesaid obligation.
- 17.13. AT&S may provide at its plant various climbing aids and access platforms. Prior to operating the mentioned machinery, the operator will be appropriately instructed how to use the respective machinery and will gain permission to operate the machinery. AT&S hereby wants to point out that any costs incurred for damages on machines, buildings or the respective machinery, caused by the operator, have to be born by the contractor.
- 17.14. Prohibition of child labour:  
The Supplier warrants that the delivered goods were exclusively manufactured without child labour. The Supplier furthermore guarantees that all of its suppliers manufacture their goods and provide their services without making use of child labour.
- 17.15. Prohibition of procurement of conflict metals  
Raw metals used in the electronics industry are, at times, sourced from regions of the world known as "conflict regions". Such are especially regions where mines are controlled by non-government military groups or unlawful military factions where the illegal mine(s) profits have contributed to human rights abuses, severe environmental damage, and theft from citizens. The Supplier is obliged to take appropriate due diligence and continuous monitoring of the supply chain as are reasonably necessary to avoid procurement or use of conflict metals.
- 17.16. Delivery of waste material to recipient of waste  
According to international legislation waste material may only be delivered to recipient or treatment operator who is entitled to collect or treat that kind of waste material. The contracting party guarantees to be covered by a valid authorization during acting as waste material collector or treatment operator for AT&S and to recycle and/or dispose of waste material environmentally compatible.
- 17.17. Applicable Law, Place of jurisdiction:  
Contracts in accordance with these General Terms and Conditions of Purchase shall be exclusively subject to and construed in accordance with Austrian law, excluding the Austrian Statute on Private International Law [IPRG], the conflict of laws rules of the Convention on the Law Applicable to Contractual Obligations (Rome Convention; BGBl. III 1998/208) and the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (BGBl. 1988/96).

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**AT&S**

Unless mandatory statutory provisions provide otherwise, the Parties submit to the exclusive jurisdiction of the court in the First District of Vienna [Innere Stadt] having jurisdiction over commercial matters.

In case of disputes the Supplier shall not be entitled to discontinue performance.