

**Terms and Conditions of Purchase  
of CANCOM Austria AG, Edition 05, valid from 02.04 .2024  
(CANCOM Austria AG, FN 178368g, A 1120 Vienna, Wienerbergstraße 53,  
hereinafter referred to as "CANCOM").**

## 1 Validity

The following terms and conditions shall apply exclusively to contracts between the business partner (hereinafter referred to as "Supplier") and CANCOM, unless expressly stated otherwise in the order. These shall be binding for all present and future business transactions with our Supplier, even if no express reference is made to them. This shall also apply even if the supplier's terms and conditions to the contrary remain unchallenged. Any other terms and conditions of the Supplier or other amendments to the order shall only become part of the contract if they are expressly accepted by CANCOM in writing. These Terms and Conditions of Purchase shall also apply mutatis mutandis to the provision of services, even if only goods, products, components or deliveries are referred to in the following. These Terms and Conditions of Purchase shall also apply without restriction to all contract adjustments as well as to additional, reduced and directed services.

## 2 Offer and orders

Unless otherwise specified by the Supplier, the offer shall be binding for at least one (1) month. Only written purchase orders expressly designated as such (but not, for example, advance orders, forecasts or information about planned requirements) shall be binding on CANCOM. In the event of ambiguities regarding the order or questionable orders that have obviously not been placed by CANCOM, the Supplier shall contact CANCOM via [CCA-STEK@cancom.com](mailto:CCA-STEK@cancom.com) immediately and will not accept or execute any such orders. The preparation of offers submitted to CANCOM shall be free of charge, irrespective of the preparatory work required. Indivisible overall services are agreed. CANCOM has the right to withdraw from the contract without giving reasons.

The Supplier agrees to support CANCOM upon separate request in establishing interfaces for electronic data exchange (order processing, etc.).

## 3 Completeness

The supplier warrants that it has prepared its offer (complete or partial offer) with a view to the complete functionality of the services offered. This means that the supplier's offer contains all necessary partial services and components. Missing partial services and/or components are to be provided by the supplier without separate payment.

## 4 Order confirmations

Orders must be confirmed by the supplier in writing on a copy of the order. These confirmations must be signed by the Supplier and received by CANCOM within 4 working days of the order date. After expiry of this period, the order shall be deemed to have been accepted on the terms of the order, unless the Supplier has rejected the order in writing.

## 5 Quality

Deliveries and services must comply with the latest state of the art, the relevant statutory provisions and regulations and the guidelines of authorities and trade associations and must exactly meet the quality classes specified in the order. If and insofar as no special quality classes are included in our order, the delivered goods must be of first-class quality and comply with the applicable safety regulations (laws, ordinances, standards, etc.), taking into account the state of the art and the rules of technology as well as the Electrical Engineering and Telecommunications Act and all regulations based thereon as well as all valid ÖVE and VDE regulations and the technical Ö-NORMEN, DIN standards or harmonized European standards (EN). The standards (e.g. DIN, ÖNORM, company standards) and drawings stated in the order refer to the edition valid at the time of the order, unless expressly stated otherwise in the order. All relevant EU directives applicable to the product (e.g. regarding CE marking, prohibition of use of certain substances) must be complied with. Suppliers from non-EU countries are obliged to hand over the relevant declaration of conformity including the corresponding documentation together with the first delivery.

The Supplier shall also provide and include in the price all those deliveries and services which are necessary to fulfill CANCOM's requirements, even if these are not expressly stated in the order or in the contract. Unless otherwise requested in the order, the Supplier shall deliver brand-new and state-of-the-art products. The Supplier hereby gives a binding assurance and guarantees that it will at all times exercise the knowledge, caution and care of a prudent businessman in the performance of the deliveries and services. The following points in particular shall be deemed to be bindingly agreed within the scope of this order:

- The Supplier must implement a quality management system in accordance with ÖNORM EN ISO 9001 (preferably ÖNORM EN ISO 9001:2015) or a similar system. At CANCOM's request, the Supplier shall send the relevant certificates and documents.
- The Supplier agrees that CANCOM also has the right to conduct supplier audits in consultation with the Supplier, whereby employees of CANCOM's customer may also participate in these supplier audits.
- The Supplier shall avoid the use of prohibited substances and inform CANCOM about the use of declarable substances.
- Complaints by CANCOM shall be notified to the Supplier in writing. Following analysis, the Supplier shall be obliged to initiate suitable corrective measures in consultation with CANCOM in order to rectify the complaint and to prevent its recurrence. These corrective measures shall be communicated to CANCOM in writing, documented accordingly and checked for their effectiveness. Affected production and quality documents (FMEA, 8-D, ...), test plans, test procedures, etc. must be revised accordingly. The Supplier is obliged to fully document and archive all relevant actions and associated records in terms of product liability/product safety and to make them available to CANCOM upon request.
- The Supplier is obliged to inform CANCOM immediately of any technical, quality and standardization-related or logistical changes to the products delivered or to be delivered. Unless otherwise agreed in writing, products or components to be delivered at a later date must be completely identical to products delivered or accepted earlier.
- The Supplier shall be obliged to notify CANCOM of the discontinuation or termination of products at least 12 months before the product is discontinued and to duly execute any final order placed by CANCOM.

## 6 Special regulations for deliveries/services in the area of information security

(The following provisions refer to relevant products and services)

If and insofar as no special information security specifications are included in our order, the services supplied must comply with the current state of the art in Central Europe with regard to information security and the applicable safety regulations (laws, ordinances, standards, etc.). The standards (e.g. DIN, ÖNORM, company standards) and drawings cited in the order refer to the edition valid at the time of the order, unless expressly stated otherwise in the order.

The supplier undertakes to ensure that its deliveries/services fulfill the following information security requirements and characteristics:

- The supplier must have an information security management system in place in accordance with ISO/IEC 27001 or a comparable management system
- At CANCOM's request, the Supplier shall provide proof of the relevant valid certificates and documents. CANCOM reserves the right to carry out an announced security check.
- It must be ensured that the CANCOM software specifications are adhered to in the area of communication and data exchange
- During installation, it must be ensured that users and operators are informed about their duties and responsibilities in the operation of the ICT systems.
- The Supplier shall provide system documentation that allows CANCOM to operate the system "safely".
- CANCOM must be provided with complete documentation on the design of the overall system. This describes the structure of the system, the architecture and the interaction of all components involved.
- If necessary, the Supplier shall coordinate and implement a data backup concept in accordance with CANCOM specifications.
- It must be ensured that ICT systems to be procured or installed can be supplied with updates from the supplier or manufacturer over their entire life cycle (or at least 5 years).
- The entire system with all its components, i.e. including extensions and improvements, must be patchable so that known security vulnerabilities can be eliminated. In addition to the operating system and firmware, this also includes applications and auxiliary components obtained from third parties.
- The supplier must have a process in place to identify and address security vulnerabilities.
- If very critical security vulnerabilities (according to CVSS) become known, the Supplier is obliged to check promptly and at its own expense whether its product is affected and to notify CANCOM immediately.
- During the entire operating period, the supplier guarantees that any security vulnerabilities discovered will be rectified quickly and promptly at its own expense (within the framework of existing maintenance contracts) or that an effective workaround will at least be offered until the final rectification.
- Assigned authorizations must be kept to a minimum.
- Login attempts to the system must be loggable.
- Default or initial passwords must be changeable.

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- Only state-of-the-art secure transmission protocols may be used.
- ICT systems must have access control or access protection. A user administration system must be implemented that allows access to data and information to be restricted according to the need-to-know principle.
- Mechanisms for user authentication must be provided, including MFA on request. User authentication must be ensured at least by means of passwords. The passwords must comply with the password specifications of CANCOM.
- Only the remote accesses provided by CANCOM are to be used.
- State-of-the-art cryptographic procedures and encryption standards must always be used. Only recognized encryption methods and minimum key lengths that are considered future-proof according to the state of the art may be used. Self-developed encryption algorithms are not permitted.
- The Supplier undertakes to keep its products and services free of malware, spyware, hidden code or other hidden backdoors that are capable of compromising the information security of the Service.
- All parameters sent by the supplier (or their web browser) to the web application must be checked precisely for validity, maximum length, correct type and value range.
- Information transmitted by application services over public networks shall be protected from fraudulent activity, contractual disputes and unauthorized disclosure and modification.

## 7 REACH Regulation

The Supplier warrants that its deliveries meet all requirements of the Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (Regulation EC No. 1907/2006, "REACH Regulation"). The substances contained in the delivered products (and their packaging) of the supplier are, as far as required by the provisions of the REACH Regulation, pre-registered or registered after expiry of the transitional periods, unless the substance is exempt from registration. The Supplier shall provide safety data sheets in accordance with the REACH Regulation and the information required under Article 32 of the REACH Regulation. Upon request, the Supplier shall also provide CANCOM with the information pursuant to Article 33 of the REACH Regulation. If claims are made against CANCOM by customers, competitors or authorities due to a violation of REACH regulations which is attributable to a delivery by the Supplier, CANCOM shall be entitled to demand indemnification from the Supplier against these claims or compensation for the damage caused by the lack of REACH conformity, unless the Supplier's liability is excluded in these cases due to the lack of fault on its part. This regulation is valid in its current version.

## 8 Dual-USE

The Supplier is obliged to notify CANCOM when placing an order if goods from its scope of delivery are subject to export authorization in accordance with applicable national and international foreign trade law or the EC Dual-Use Regulation as amended or if they are included on the list of dual-use goods. Furthermore, the supplier undertakes to mark each dual-use good with a dual-use number (AL number or ECC number) on all delivery bills and invoices.

The Supplier must notify CANCOM immediately if goods were not subject to an export license requirement at the time the order was placed or were not on the dual use list, but have since become subject to a license requirement or have been included in the dual use list, or if the Supplier becomes aware of other export obstacles or impediments. If claims are made against CANCOM by customers, competitors or authorities due to a violation of the AWG, AWV or the EC Dual-Use Regulation which is attributable to a delivery by the Supplier, CANCOM shall be entitled to demand indemnification from the Supplier against these claims or compensation for the damage caused by the non-conformity with the AWG, AWV or the EC Dual-Use Regulation, unless liability of the Supplier is excluded in these cases due to the absence of fault on the part of the Supplier.

Certificates of origin, movement certificates, preferential certificates of origin etc. or proofs of origin shall be issued by the Supplier in the necessary form and at the Supplier's expense at CANCOM's request.

The Supplier shall bear all expenses and damages incurred by CANCOM as a result of a breach of the above obligations.

## 9 Supplier system

The Supplier is obliged to fill in the forms requested by CANCOM for the Supplier's installation in CANCOM's systems and to provide the requested documents free of charge. Should CANCOM provide Internet portals or similar means in the future, the Supplier undertakes to keep the documents and information assigned to it up to date and to update them if necessary.

## 10 Environmental and wrapping requirements / packaging

The supplier shall take back customary reusable packaging at its own expense.

Austrian suppliers undertake to dispose of the packaging of their products via a comprehensive collection and recycling system (e.g. ARA). If CANCOM agrees to this in writing in advance, the Supplier may, in exceptional cases, take back the packaging free of charge for CANCOM. If the Supplier provides services (e.g. repairs, professional services, etc.) on CANCOM's premises, it must collect and dispose of packaging, used materials and waste at its own expense. The Supplier is obliged to inform CANCOM if the products contain hazardous substances of an unusual type or quantity.

Furthermore, the Supplier undertakes to comply with all legal requirements regarding the disposal of packaging, waste materials, old appliances, old goods and hazardous substances and shall otherwise indemnify and hold CANCOM harmless.

The Supplier shall bear the risk of adverse consequences of packaging and the costs thereof. If, in exceptional cases, CANCOM assumes the costs of packaging, these shall be limited to the amount of the cost price and shall be invoiced separately. In this case, too, the Supplier shall bear the risk of adverse consequences of the packaging. Additional charges or costs, such as deposits or disposal costs, shall in any case be borne by the Supplier.

The Supplier shall ensure that the packaging material is collected or taken back. Otherwise, CANCOM shall have the disposal carried out by a third party at the Supplier's risk and expense.

The Supplier shall always dispose of or take back for disposal at its own risk and expense and in strict compliance with all relevant regulations for the protection of the environment any deliveries or residues of deliveries that are deemed to be hazardous waste after proper use. If the Supplier fails to comply with this obligation immediately, CANCOM may have the disposal carried out by third parties at the Supplier's risk and expense.

If the Supplier also expressly undertakes to recycle or dispose of the goods delivered by it after their intended use (e.g. batteries), it hereby warrants to CANCOM that it or the subcontractor it has commissioned for this purpose is a waste collector or waste handler authorized to collect or treat this type of waste. The Supplier shall indemnify and hold CANCOM harmless in this respect.

If the Supplier is obliged to take back waste electrical and electronic equipment in accordance with the German Ordinance on Waste Electrical and Electronic Equipment (EAG-VO), but such equipment is not returned at the time of delivery of the new equipment, the Supplier undertakes to collect such equipment up to 12 months after delivery or, in agreement with CANCOM, to reimburse the costs incurred by CANCOM for the collection and recycling of such equipment. If the Supplier fails to comply with this obligation, CANCOM shall be entitled to have the equipment collected and disposed of at the Supplier's expense. Upon request, the Supplier shall provide proof of the appropriate disposal.

Furthermore, the Supplier shall provide CANCOM free of charge with all data and information required by CANCOM to fulfill its obligations under § 14 of the WEEE Ordinance (information obligation) with regard to the components, assemblies or devices supplied by it, if possible in cataloged, structured, electronic form. The Supplier must also ensure that the deliveries in question meet all obligations arising for CANCOM from the WEEE Ordinance (e.g. labeling, substance bans, etc.).

The Supplier warrants that its contractual services - as far as deliveries are concerned, during their entire service life (including disposal) - are environmentally friendly insofar as they comply with the relevant Community and Austrian legal provisions as well as the generally recognized standards and limit values.

At CANCOM's request, the Supplier shall provide evidence of the use of an environmental management system in accordance with NORM EN ISO 14001 (preferably NORM EN ISO 14001:2015) or a similar system. At CANCOM's request, the Supplier shall send the relevant certificates and documents.

## 11 Supply Chain Act

Based on the EU-wide proposal for a directive for a uniform supply chain law ("Business rules for respecting human rights and the environment in global value chains"), CANCOM already commits its entire supply chain to comply with all regulations in the area of environmental and climate protection as well as human and labor rights until further concrete laws come into force (by the Austrian legislator). CANCOM will define due diligence obligations based on the legal framework and impose them on its suppliers and sub-suppliers accordingly. If claims are made against CANCOM by customers, competitors or authorities due to culpable behavior of the Supplier or its sub-supplier in relation to the Supply Chain Act, the Supplier undertakes to indemnify and hold CANCOM harmless at first request.

## 12 Special provisions for hardware and software deliveries, spare parts, documentation

### 12.1 Requirements for software and software components

#### 12.1.1 The supplier undertakes to supply software and/or software components that

- are free of viruses, worms, Trojans and other malware,
- are free of copy protection devices or other usage-restricting routines, unless the supplier proves in writing in his offer that these cannot be influenced by him,
- were not only tested for functionality, but also for the behavior in borderline cases to be expected in the application area (data volumes, number of simultaneous accesses, incorrect entries, etc.).

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## 12.1.2 Documentation for standard software

The supplier undertakes to supply all documentation required for the installation, operation and use of the standard software supplied.

The documentation to be supplied consists of at least

- a rough description,
- installation instructions,
- a manual with all the necessary information about configuration options for the software and
- a user manual for users.

The documentation to be supplied for the installation, operation, use and extension must be provided in such a form that it can be understood by persons familiar with similar IT components. User documentation and documentation for installation and administration must describe all processes necessary for ongoing work in such a way that they are understandable for a trained person. In addition, the documentation must also describe typical and foreseeable error situations and how to rectify them. Point 12.6 also applies.

## 12.1.3 Documentation/source codes for individual software

The documents required for standard software must be delivered for customized software (see 12.1.2). In addition, the Supplier is obliged to hand over to CANCOM all documentation and work results created for individual software and individual software adaptations within the scope of the fulfillment of the contract. In particular these are

- Specifications, e.g. functional specifications, detailed specifications
- Source codes and the associated documentation
- Program documentation
- Description of the interfaces to third-party systems
- Software design
- Data models
- Database definitions
- Data Dictionaries
- Protocols
- Key derivations, key algorithms, keys
- Details of the software development environment and operating system
- Acceptance documents, complete test documentation (test cases, test protocols)
- Test environment including necessary accessories
- Certification documents and results.

Point 12.6 also applies.

## 12.2 Requirements for hardware and hardware components

### 12.2.1 General requirements

The supplier undertakes to ensure that the hardware and/or hardware components supplied fulfill the following characteristics:

- the hardware/hardware components supplied fulfill/fulfill all specifications according to the product descriptions or information provided by the manufacturer or supplier;
- Hardware, hardware and network components comply with the rules on electromagnetic compatibility (EMC) in accordance with Austrian and EU law;
- only brand-new hardware and/or hardware components are supplied, unless the delivery of used hardware/hardware components has been expressly agreed;
- In the PC sector, the hardware/hardware components must consist of commercially available standard components that can be easily replaced and/or expanded;
- All hardware/hardware components must comply with the requirements of the relevant laws, regulations and technical directives of the Republic of Austria and the EU, including those relating to employee protection.

### 12.2.2 Documentation for hardware and hardware components

The supplier undertakes to supply all documentation required for the installation, operation and use of the hardware and/or hardware components supplied. The documentation to be supplied shall consist of at least

- the certification evidence required to be able and permitted to use the respective hardware/hardware component for the agreed purpose,
- the certification certificates shown in product descriptions,
- a rough technical specification,
- installation instructions,
- a user manual for administrators with all important information for operation and all configuration options,
- a user manual for users.

If the delivered hardware consists of several individually configured hardware components, a description of the delivered system configuration with all relevant details such as

- Wiring diagrams
  - Jumper settings
  - BIOS parameters
- to deliver.

The documentation to be supplied for the installation, operation, use and extension must be supplied in such a form that it can be understood by persons who are familiar with similar IT components.

User documentation and documentation for installation and administration must describe all processes necessary for ongoing work in such a way that they are understandable for a trained person. In addition, the documentation must also describe typical and foreseeable error situations and how to rectify them.

Point 12.6 also applies.

### 12.2.3 Requirements for appointment

The Supplier shall describe in its offer the infrastructure to be provided by CANCOM (e.g. premises, power supply, air conditioning, provision of computing power or storage, assistance with installations, cabling, labor to be made available, work not included in the agreed price) as well as any obligations of CANCOM to cooperate in the installation and commissioning of hardware/hardware components. The Supplier shall be liable for the correctness and completeness of such information. The Supplier shall also support CANCOM in an advisory capacity during the construction of the premises.

All details not yet available at the time of submission of the offer shall be communicated to CANCOM as early as possible, but no later than 4 weeks before installation of the hardware/hardware components.

The supplier shall be liable for the completeness and correctness of its information.

## 12.3 Test software

For test purposes, the supplier will offer free test runs including test software.

## 12.4 Granting of rights

### 12.4.1 Hardware/ hardware components

Title to hardware and/or hardware components shall pass to CANCOM upon delivery at the place of performance.

### 12.4.2 Standard software

The Supplier undertakes to grant CANCOM a transferable license to use the standard software supplied by it as well as the associated source codes and documents, unlimited in terms of time, place and content (but not exclusive). The supplier shall not receive any separate remuneration for the granting of these rights. The granting of these rights is covered by the remuneration agreed for this contract.

### 12.4.3 Specifications and customized software

All rights (rights of use, patent rights, trademark rights, utility model rights, etc.) to the services provided by the Supplier (specifications, software, documentation, etc.) shall pass to CANCOM upon their creation and shall be vested exclusively in CANCOM without restriction as to time, place or content. The Supplier shall not receive any separate remuneration for the granting of these rights. The granting of these rights is covered by the agreed remuneration. If services are provided by suppliers or employees of the Supplier within the scope of the order placed with the Supplier, the Supplier undertakes to ensure that all rights (e.g. patent rights, rights of use, modification and processing rights) of third parties to these services are granted to CANCOM. Otherwise, the Supplier shall indemnify and hold CANCOM completely harmless.

### 12.4.4 Freedom from third-party rights

The Supplier warrants that all services it provides for CANCOM are not encumbered with third-party rights, in particular third-party intellectual property rights (e.g. copyrights, trademark rights, patent rights). Furthermore, the Supplier guarantees that the hardware and software supplied does not contain any copy protection devices, date locks or program locks or similar restrictions on use and is free of viruses. Should third parties nevertheless assert claims - of any kind whatsoever - against CANCOM due to the infringement of their rights, the Supplier undertakes to indemnify and hold CANCOM completely harmless. The Supplier warrants that, when carrying out software orders for third parties, it shall not use the work results created in fulfillment of its contract with CANCOM, either in whole or in part.

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**12.5 Maintenance services**

The supplier is obliged to offer maintenance services for hardware and software as well as spare parts for a period of 10 years from the date of performance in accordance with the contract at prices in line with the market and to inform the customer about new software versions.

**12.6 Documentation**

The Supplier shall hand over documents, plans, reports, etc. in duplicate as hard copies and on data carriers specified by CANCOM. In any case, the delivery must contain complete documentation in German that is comprehensible to a trained person, which also describes typical and foreseeable error situations and how to rectify them. In addition, the price shall include theoretical and practical training for the operating personnel. All documentation shall be supplied both electronically (not write-protected, i.e. modifiable) and in paper form. Unless expressly agreed otherwise, CANCOM may reproduce and use any documentation as it sees fit for use in accordance with the contract. The transfer of documentation shall be made with due regard to the necessary security. Furthermore, documentation must be handed over to CANCOM without separate request and without separate payment immediately prior to acceptance (point 5).

**13 Place of fulfillment, prices**

The place of performance shall be the place specified in the purchase order or, in the absence of any other specification, the registered office of CANCOM. If delivery terms are specified in the order, these shall be interpreted in accordance with INCOTERMS 2020. Until acceptance by CANCOM at the place of performance, the Supplier shall bear the risk and costs, in particular the premiums for appropriate transport insurance to be taken out by the Supplier. The Supplier shall notify CANCOM immediately of any damage in transit. Unless otherwise stated in the order, prices are understood to be packed, delivered free at destination, unloaded (DAP) and are fixed prices. The delivery items must be packed properly and in accordance with any special instructions issued by CANCOM. Damage caused by improper packaging or non-compliance with these instructions shall be borne by the supplier. If prices should fall in the period between offer and delivery (e.g. in the event of list price changes), this price reduction shall be passed on to CANCOM in full. If the supplier grants a third party better conditions for comparable orders, the contractual conditions must be subsequently adjusted accordingly (through a price reduction or credit note).

**14 Invoices and delivery bills**

For each invoice and delivery note item, the order number and, if applicable, the item number according to the CANCOM order must be stated. Invoices must contain precisely specified information on the order number, order date and delivered goods (description of type and quantity) and must comply with the provisions of the Value Added Tax Act, otherwise the invoice amount will not become due. Dual-use goods must be marked on delivery bills and invoices in accordance with point 7. For deliveries within the EU, each invoice must contain the commodity code and the net weight of the goods as well as the VAT numbers of the contractual partners. In the case of deliveries abroad, a delivery bill and 4 copies of the invoice must also be enclosed with the goods and, in addition, CANCOM must be provided with all necessary documents required for customs clearance. Upon request by CANCOM, the supplier is obliged to provide proof of preference. Delivery bills or shipments and invoices that are not marked accordingly may be rejected.

**15 Delivery and delay**

Delivery dates or completion dates specified and/or agreed by CANCOM are fixed dates and mean that the goods must be available to CANCOM complete and ready for use at the specified delivery address on the specified delivery date. Special goods acceptance times are stated at the delivery address and must be given priority. Deliveries outside these periods may be rejected by CANCOM.

The Supplier undertakes to visibly wear a visitor badge provided on CANCOM's premises when delivering goods or providing services and to comply with the rules of conduct imposed on it by CANCOM.

If a delay in delivery is to be expected, CANCOM's purchasing department and the delivery office must be notified immediately and demonstrably in writing or electronically, stating the reasons and the expected duration of the delay. Delivery before the agreed delivery date is only permitted with CANCOM's consent. CANCOM may not suffer any disadvantage from this. Services not expressly mentioned in the contract are nevertheless subject matter of the contract insofar as they are necessary for the contractual provision of the services and their functionality as well as for the achievement of the performance target described in CANCOM's service description (i.e. the success of the Supplier's services that can be objectively derived by CANCOM from the contract); the Supplier may not charge any separate or additional remuneration for such services.

If CANCOM provides equipment to the Supplier, this shall be at the Supplier's expense and risk. In the event of a delay in performance or a breach of contract by the Supplier, CANCOM shall be entitled, without prejudice to any further statutory or contractual claims, either to rescind the contract in whole or in part or to insist on performance of the contract by setting a reasonable period of grace not exceeding 14 days. If the Supplier is unable to meet the agreed delivery dates or completion dates, the Supplier shall notify CANCOM thereof in writing in advance and as soon as possible. Irrespective of compliance with this duty to inform, all damages incurred by CANCOM as a result of a delay on the part of the Supplier, whether caused by the Supplier or not, shall be borne by the Supplier.

If the agreed delivery deadline is not met for reasons other than force majeure, CANCOM shall furthermore be entitled to demand a no-fault penalty of 1% of the total order value for each commenced week by which delivery is delayed, up to a maximum of 10% of the total order value. Any claims for damages shall remain unaffected despite payment of the penalty. If import, export or other official authorizations or third-party approvals or consents are required for the execution of the order, the Supplier shall procure these in good time. In the event of premature delivery, CANCOM reserves the right to invoice the Supplier for any resulting additional costs, such as storage costs, or to reject the delivery.

**16 Payment and prohibition of assignment**

Unless otherwise agreed in writing between the parties, all payments shall be made net within 30 days of receipt of the invoice, provided that the invoice has been properly issued in accordance with the section on invoices and delivery bills and provided that all conditions specified in the order have been met. Payments by CANCOM do not constitute any acknowledgement of the correctness of the delivery, documentation and/or performance and therefore no waiver of claims arising from defects in performance, for whatever legal reason. An assignment of claims by the Supplier is only permitted with the prior written consent of CANCOM. Payment shall not constitute acceptance of the delivery or service and therefore no waiver of any claims.

CANCOM does not recognize a prohibition of set-off; rather, CANCOM shall in any case be entitled to set off all claims to which CANCOM is entitled against the Supplier.

**17 Acceptance and warranty**

At the time of acceptance by CANCOM, the delivered goods must not be subject to any reservation of title or third party security interests of any kind whatsoever, otherwise the Supplier shall indemnify and hold CANCOM harmless for any resulting damage. Confirmations on the counterfoil and/or the receipt of acceptance of the goods shall always be subject to reservation, i.e. the deliveries and services shall only be deemed to have been accepted if the subsequent inspection reveals no shortages and/or defects.

The Supplier warrants that the goods and services provided by it are free from defects and have the agreed and/or usually assumed characteristics. The warranty period shall be 24 months and shall commence on the day on which the goods and services were accepted by CANCOM free of defects and the delivery bill was signed by CANCOM or its end customer. If acceptance has been agreed, the warranty period shall commence upon acceptance and the acceptance certificate signed by CANCOM. In the event of a replacement delivery or rectification of defects, the warranty period for the deliveries or services concerned shall commence anew after acceptance or approval, including for all defects not yet discovered.

CANCOM shall not be bound to comply with any statutory or otherwise prescribed time limits for the submission of a notice of defects or for the assertion and enforcement of other claims of a statutory or contractual nature within the warranty period, neither with regard to obvious nor hidden defects.

The Supplier expressly waives the objection of late notification of defects pursuant to § 377 UGB. For defects which cannot be detected within the warranty period even with economically reasonable and customary effort, CANCOM shall be entitled, even after expiry of the warranty period, to give notice of defects at least 3 months after discovery of the defect and the Supplier shall also be obliged to provide warranty for these defects.

For goods that can be assessed according to quality characteristics, quality control is carried out according to the applicable MIL sampling procedure (currently MIL-105E) with the AQL value specified in the technical documentation. If no value is specified, AQL 1.5% applies. The test criteria shall be those specified in the order and, subsidiarily, those specified in the relevant standards or the usually recognized characteristics. If a delivery or a delivery lot proves to be defective after this inspection, the entire delivery shall be treated as defective. In such a case, CANCOM shall also have the right to cancel that part of the order which has not yet been definitively accepted, without this giving rise to any claims whatsoever against CANCOM. In the event of a warranty defect, CANCOM shall be entitled, irrespective of any other statutory claims, even if the defect is insignificant or remediable, to demand at its own discretion free replacement delivery, free rectification of the defect, rescission of the contract or a reasonable price reduction or to have the identified defects rectified at the Supplier's expense. If a grace period is required by law, a period of 14 days shall be deemed reasonable. In urgent cases CANCOM shall be entitled to carry out necessary repair work or replacement deliveries itself or have them carried out by third parties at the Supplier's expense in a manner deemed appropriate by CANCOM without granting a grace period. The Supplier's warranty for deliveries in which defects are remedied by CANCOM or third parties shall otherwise remain unaffected.

Should a defect only become apparent in the course of the processing of the delivered goods by CANCOM which is attributable to non-compliance with the specifications required and stated by CANCOM in the order and/or the quality customary in the trade, CANCOM shall also be entitled to compensation for frustrated expenses incurred in connection with the use of the defective material. The Supplier shall fully indemnify and hold CANCOM harmless for all warranty claims and/or claims for damages brought against CANCOM which are caused by the delivered goods.

During the warranty period, CANCOM may claim a non-interest-bearing liability rebate of up to 10% of the order value.

At the time of acceptance by CANCOM, no third party security interests of any kind whatsoever may exist in the delivered goods, otherwise the Supplier shall indemnify and hold CANCOM harmless for any resulting damage.

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## 18 Compensation and product liability

The Supplier shall be liable for all personal injury, property damage and financial loss (including loss of profit) - even in the event of slight negligence - caused by the Supplier or its vicarious agents. The same shall apply in the event of omission or improper performance of contractually agreed work or other breaches of the contract. The Supplier shall indemnify and hold CANCOM harmless in the event of claims by third parties.

The burden of proof for the non-existence of defects and for the existence of only minor defects shall be borne by the supplier.

The Supplier undertakes to compensate CANCOM for all product liability damages in respect of the products delivered by it, including partial products, and to indemnify and hold CANCOM harmless in respect of all third-party product liability claims, both personal injury and damage to property and any resulting financial loss.

Furthermore, the supplier shall be obliged to supply all documents, instructions, drawings and other documentation required for the intended use (installation, application, etc.) of the products supplied by him without being requested to do so and in full. Furthermore, the supplier shall name the respective manufacturer, importer or upstream supplier immediately upon request.

Should the Supplier become aware of any circumstances that could lead to product liability claims, it shall be obliged to notify CANCOM thereof without delay and to reimburse CANCOM for all expenses and damages incurred by CANCOM in connection with any recall actions of the defective products or which CANCOM must reimburse to third parties.

Should legal disputes arise in product liability cases, the Supplier shall provide all relevant evidence in a timely manner, support CANCOM to the best of its ability and reimburse CANCOM for the reasonable costs of such legal disputes.

CANCOM does not accept the exclusion of a recourse claim pursuant to § 12 PHG.

## 19 Copyright and patent rights

The Supplier undertakes to indemnify and hold CANCOM completely harmless in respect of all patent, trademark, design protection or copyright disputes arising in connection with the delivery and/or service. In particular, the Supplier guarantees that its deliveries and/or services can be used, communicated and exploited by CANCOM in any form (e.g. by distribution in electronic media such as the Internet, as part of software, etc.). In principle, CANCOM is also entitled to make translations or other changes to the Supplier's work.

## 20 Production documents

Drawings, plans, samples, models, molds and other aids provided by CANCOM to the Supplier shall remain the material and intellectual property of CANCOM, which CANCOM may freely dispose of and are subject to the relevant statutory provisions regarding reproduction, imitation, etc. In addition, any use, in particular the passing on, reproduction, publication and making available, including the copying of extracts, shall require the express written consent of CANCOM. All documents shall be kept secret by the Supplier. The Supplier shall impose the confidentiality obligation on all employees who will have access to such production documents. Any claims for compensation on the part of the Supplier for failure to provide such documents on time shall be excluded.

With the exception of the express written consent mentioned here, the Supplier is in any case prohibited from distributing or reproducing any of the documents described above in any form whatsoever. The Supplier shall store them carefully, protect them from unauthorized access and return them to CANCOM upon request or in the event of termination of the contract negotiations or upon termination of the contract without being requested to do so. The Supplier shall have no right of retention. In the event of a breach of CANCOM's copyrights or the provisions set out in this section, the Supplier shall pay CANCOM a contractual penalty of € 50,000. Any further claims for damages or injunctive relief shall remain unaffected.

## 21 Subcontractor

The Supplier shall not be entitled to have the contractual deliveries or services performed in full by a subcontractor. The Supplier shall be entitled to subcontract parts of the scope of delivery/service to third parties, provided that CANCOM has given its prior written consent to this procedure. In the event that the Supplier subcontracts parts of the order to third parties, the Supplier shall be fully responsible and liable to CANCOM for the conduct of such third parties. The Supplier shall transfer to the subcontractor all contractual obligations and liabilities incumbent on the Supplier and, at CANCOM's request, provide evidence of the proper transfer at any time.

## 22 Code of Conduct

- 22.1 The Supplier shall strictly observe CANCOM's Code of Conduct ("CANCOM Code") in the provision of its goods and services and shall require its employees and subcontractors to comply with it. The Code of Conduct is available at <https://www.cancom.at/agb> or available on written request.
- 22.2 The Supplier undertakes to comply with the statutory provisions to combat illegal employment, the Posted Workers Act, the Temporary Employment Act and the provisions of social security law, in particular with regard to the payment of contributions.
- 22.3 The Supplier is obliged to indemnify CANCOM against all claims of the Supplier's employees, the employees of its subcontractors and all employees of all other subordinate subcontractors who are subject to corresponding statutory provisions.
- 22.4 If the Supplier breaches the obligations set out in Sections 22.1 and 22.2, CANCOM shall be entitled to terminate the contract for good cause without the need for a warning of termination.

## 23 Confidentiality & data protection

The supplier undertakes to keep confidential any information that comes to its knowledge in connection with the order or order processing, unless it is generally known or has been lawfully obtained in another way. Furthermore, the Supplier warrants to comply with all applicable data protection laws and regulations, in particular the provisions of the General Data Protection Regulation of the European Union (GDPR) and the Austrian Data Protection Act (DSG), and to ensure that its employees and commissioned third parties are also obliged to comply with the data protection regulations. The Supplier shall use data of which it becomes aware exclusively for the purpose of order processing. The Supplier shall protect this data and information from access by third parties and shall likewise oblige its employees, vicarious agents and subcontractors to maintain confidentiality. The provisions regarding confidentiality and data protection shall continue to apply even after complete fulfillment of the order and termination of all contractual relationships with the supplier. The Supplier undertakes to disclose personal data to third parties only after it has requested CANCOM's prior approval and a corresponding agreement on order processing, which complies with the requirements of Art. 28 GDPR, has been concluded with the third party, insofar as this is necessary for the fulfillment of the contract. Any transfer of personal data to third parties, including subcontractors or sub-service providers, will therefore only take place with the prior written consent of CANCOM and on condition that appropriate data protection guarantees are ensured.

Personal data must be processed within the territorial scope of the GDPR unless CANCOM has given its written consent for a transfer to third countries and the specific requirements of Art. 44 et seq. of the GDPR are met. In the event of storage or other processing of data outside the European Economic Area ("EEA") and in the absence of an adequacy decision by the European Commission or the provision of appropriate safeguards, the EU standard contractual clauses for the transfer of personal data to third countries shall apply. In any case, the supplier as processor shall ensure the existence of adequate safeguards for the appropriate protection of personal data in the third country in which or from which it is processed and shall assist the controller in obtaining the necessary regulatory approvals/authorizations.

The Supplier shall return all documents and data provided by CANCOM and any copies made thereof after performance of the service, destroy them or store them in a protected place in the event of an order. The Supplier may fulfill its legal obligations regarding information, correction and deletion of data, but in this case must inform CANCOM as soon as possible, if possible in advance. The Supplier shall provide all necessary documentation to demonstrate compliance with its obligations. The Supplier shall ensure that appropriate technical and organizational measures are taken to ensure the security of personal data and to protect it from unauthorized access, loss or theft. In the event of a data breach affecting personal data, the Supplier shall immediately inform CANCOM of the nature of the breach, the data affected and the measures taken to remedy the breach.

If the Supplier has access to CANCOM information or data via the Internet, CANCOM shall be entitled to check or have checked the Supplier's performance and service for security gaps. The Supplier agrees that data related to the contract and its execution, including that of the Supplier, may be processed by CANCOM and transmitted to CANCOM group companies.

The Supplier undertakes to pay CANCOM a no-fault penalty of € 100,000 for each individual breach of this confidentiality obligation. Any claims for damages shall remain unaffected despite payment of the penalty.

## 24 Termination of contract

Without prejudice to all other rights, CANCOM shall be entitled to terminate the contract with immediate effect, when

- there is a serious breach of contract by the supplier or
- bankruptcy proceedings are instituted against the supplier's assets or the institution of such proceedings is rejected for lack of assets to cover the costs or composition proceedings have been applied for or
- circumstances exist that make further proper fulfillment of the contract obviously impossible.

In the event of justified termination of the contract, CANCOM may, at its own discretion, either retain the goods already delivered against payment of the aliquot remuneration or return them at the Supplier's expense. The Supplier shall compensate CANCOM for all damages and disadvantages suffered by CANCOM as a result of the premature termination of the contract.

## 25 Place of jurisdiction and applicable law

The contractual relationships shall be governed exclusively by Austrian law to the exclusion of its conflict of law rules. The application of the UNCITRAL Convention of the United Nations on Contracts for the International Sale of Goods is excluded. The place of performance is Vienna. The competent court in Vienna shall have exclusive jurisdiction to decide on all disputes arising from the contractual relationships - including those concerning their existence or non-existence. In the event that the supplier is domiciled abroad and no corresponding intergovernmental agreement on the enforceability of judgments in civil and commercial matters exists at the time of the assertion of claims arising from the legal transaction in question, all disputes arising from the legal transaction in question shall be finally settled by a court of arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The seat of the arbitration court shall be Vienna.

## 26 Final provisions

- 26.1. The Supplier gives its express consent for its (company) name, address and e-mail address to be passed on to the respective end customer of CANCOM, insofar as this is necessary for the fulfillment of the order.
- 26.2. The Supplier shall immediately notify CANCOM in writing of any changes to its name or company name, its address, its legal form, its company register number, its paying agent, etc.
- 26.3. All fees associated with the establishment of the contract shall be borne by the supplier.
- 26.4. CANCOM does not recognize a prohibition of set-off; rather, CANCOM shall in any case be entitled to set off all claims to which CANCOM is entitled against the Supplier.
- 26.5. The supplier has no right of retention to the services to be rendered or rendered by him.
- 26.6. The Supplier shall not be entitled to transfer, assign or otherwise transfer rights and obligations arising from the contractual relationship, including claims for payment and any claims for damages, to third parties without the prior written consent of CANCOM.
- 26.7. Should individual provisions of these Terms and Conditions of Purchase be invalid in whole or in part, the remaining provisions shall remain valid. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes as close as possible in economic terms to the invalid provision. The same applies in the event of a loophole.
- 26.8. Additions and/or amendments to these Terms and Conditions of Purchase must be made in writing. This shall also apply to any waiver of the written form requirement. Verbal collateral agreements do not exist.