

General Terms and Conditions of KVT-Fastening GmbH

1. Scope of application, service content

- 1.1 KVT Fastening GmbH, 4030 Linz/Pichling, Im Südpark 185 (hereinafter KVT Fastening) delivers goods to its customers and also provides other services exclusively within the framework of the applicable *General Terms and Conditions*. The product range specifically addresses component and other manufacturing as well as services in the areas of engineering, technical advice, logistics, etc. Also to be mentioned are deliveries of goods and services that are provided as part of a complete or partial solutions.
- 1.2 Our current *General Terms and Conditions* can be accessed at any time on our website (www.bossard.com → Knowledge Hub → Download Center → Business Terms and Regulations). They are fully part of every contract concluded by KVT-Fastening. The *General Terms and Conditions* apply to the entire business relationship entered into with us. In the case of ongoing business relationships, these *General Terms and Conditions* also apply to future transactions in which no express reference is made to them.
- 1.3 Different terms and conditions or specific agreements are only binding if they are agreed in writing. Silence on our part is explicitly not considered (implicit) acceptance of other terms and conditions.
- 1.4 The customer can only invoke a service on our part that goes beyond the delivery of goods if this has been agreed in writing. It remains to be noted that the customer is responsible for the installation and use of the goods.
- 1.5 If we have issued a written order or order confirmation or confirmed other contractual documents in writing, our goods deliveries and other services are listed therein conclusively.
- 1.6 We consider a document (including fax and PDF documents) signed by the respective contractual partner to be in writing within the meaning of these *General Terms and Conditions*. E-mails sent by one contractual partner to the other are also recognized as written documents; the prerequisite, however, is that the person acting for the serving party can be clearly identified and is responsible for the matter.
- 1.7 We reserve the right to unilaterally change the *General Terms and Conditions* at any time. Changes to the *General Terms and Conditions* will be notified by sending the amended *General Terms and Conditions* or by posting them at the above Internet address. The changed *General Terms and Conditions* come into force instead of the originally agreed *General Terms and Conditions* on the day of transmission or publication and become part of the contract unless the customer expressly objects in writing.

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 1 von 14
----------	-----------	----------	----------------	-------------------	----------------

2. Quotation and conclusion of contract

- 2.1 Orders are only considered as accepted if they have been confirmed by us in writing. Until then, our quotation is non-binding. Telephone, written (also e-mail) or verbal side agreements, additions or amendments also require our written confirmation to be effective.
- 2.2 Our quotations are non-binding. Likewise, technical descriptions and other information in quotations, brochures and other information are initially non-binding.
- 2.3 Quotations and cost estimates are only given in writing. Verbal cost estimates do not constitute a binding offer.
- 2.4 Quotations and cost estimates are subject to a charge.

- 2.5 Quotations and cost estimates are created based on the information provided by the customer, with no guarantee of completeness or correctness.
- 2.6 We shall be entitled to partial deliveries to a reasonable extent.
- 2.7 We reserve the right to dispose of goods offered to the CUSTOMER during the validity of our quotation to third parties (intermediate sale). The CUSTOMER may derive no claim arising from this.
- 2.8 Where details in written confirmations of order prepared by us vary from details included in our catalogs, brochures, or other material, the details in the confirmation of order are deemed to be binding.

3. Prices and payment for the delivery of goods and other services

- 3.1 Unless otherwise agreed, our invoices are payable net within 21 days of the invoice date. A cash discount is not permitted and requires a special written agreement.
- 3.2 In case of late payment, we are entitled to charge interest for the period from the due date until receipt of payment. The applicable statutory default interest rate for contractual monetary claims between entrepreneurs is to be applied (currently from January 1st, 2022 this is 8.58% in Austria).
- 3.3 Furthermore, all reminder/collection fees and ancillary fees incurred in connection with the outstanding claim are to be paid at the same time as the main debt.
- 3.4 In the event that KVT itself undertakes reminder and collection tasks, we are entitled to invoice the CUSTOMERS a lump sum amounting to € 40.00.
- 3.5 The customer only has a right to offset if his counterclaims have been legally established, are undisputed, or have been acknowledged by us in writing.
- 3.6 Should it become known after dispatch of the order confirmation that regular processing against an open invoice is not possible, we reserve the right to demand

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 2 von 14
----------	-----------	----------	----------------	-------------------	----------------

payment in advance for all or the majority of the payment due for the goods ordered or to make delivery against cash payment on receipt of the consignment.

- 3.7 If the customer withdraws from the contract without good reason, for standard commercial goods he is liable to reimburse 30 % of its gross selling price by way of compensation as a lump sum. It is the CUSTOMER'S privilege to prove that no loss was sustained or that its level was substantially lower than the aforementioned lump sum. We reserve the right to provide evidence that a greater loss was occasioned by us. In addition, he is only entitled to exercise a right of retention when his counter-claim is based on the same contract relationship. For contracts for goods to CUSTOMER'S special orders, there is expressly no right of rescission. In these cases, the CUSTOMER is liable to pay the agreed price in full.

- 3.8 Each customer receives an individually defined credit limit. Exceeding the deposited credit limit can lead to delivery delays. In the event of delays in delivery due to the customer exceeding the credit limit, all claims of any kind by the customer due to this delay in delivery are excluded.

- 3.9 The prices for our goods deliveries and other services are always exclusive of VAT in the respective currency. This principle applies to all our price lists, orders and order confirmations and other contractual documents.
The prices for our deliveries of goods refer to 100 pieces each. We expressly reserve the right to make other arrangements with appropriate notices. Price columns from 1,000 pieces are only valid for industrial packs or loose. The minimum value for goods deliveries is set at EUR 100; an equivalent amount applies to deliveries in any other currency. If the net value of the goods falls below a minimum of EUR 100 per order, we charge a minimum value surcharge of EUR 15. We charge a small quantity surcharge for opened packages. We grant any basic discounts from a goods delivery value of EUR 200 or the corresponding amount in another currency.

- 3.10 We reserve the right to make price adjustments if market conditions change significantly or if there are corresponding price fluctuations. The prices offered are only binding if and to the extent that we have informed the customer of the corresponding binding periods. In the event of increasing prices of raw material, manufacturing, and wages which have occurred or been introduced from the date of the order confirmation up to the date of delivery, we expressly reserve the right to make appropriate price adjustments.

- 3.11 Our goods are delivered EXW according to Incoterms 2020. However, for transports that we organize, the costs for this are charged at a flat rate at the KVT-Fastening rates applicable at the time of dispatch. For packaging & recycling and disposal, a packaging & recycling flat rate of EUR 7 per delivery will be charged. Special arrangements must be agreed upon in writing. The packaging and recycling disposal may be free of charge with the ARA license number 6535. Packaging & recycling material is exclusively non-returnable.

- 3.12 The invoices are to be paid in the currency that is stated in our price lists, order or order confirmations, or in other contractual documents.

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 3 von 14
----------	-----------	----------	----------------	-------------------	----------------

4. Brochures, catalogs (including e-shop), technical and other documents

- 4.1 The dimensions and text information, as well as illustrations in our documents, are non-binding; our brochures, catalogs (including e-shop), order and technical documents, and other technical information should be mentioned in particular.
- 4.2 We are not liable for the correctness and completeness of the documents sent to us by the customer (especially drawings, material specifications, and other documents). In addition, we are not obliged to check their correctness and completeness.
- 4.3 In addition, the customer must ensure that the documents sent to us (drawings, material specifications, and other documents) do not violate the rights of third parties. If the customer does not comply with this requirement, he must release us from all corresponding claims by third parties.

5. Dates and deadlines, delivery quantity

- 5.1 The offered and accepted delivery and delivery dates are met by us in the best possible way. They correspond to the available order capacities and the existing possibilities for material procurement at the time of the order or order confirmation. In the case of goods deliveries, the definitive acceptance of the contract by our sub-suppliers remains reserved.
- 5.2 The delivery or delivery period begins with the conclusion of the contract, but not before all necessary formalities have been completed with the authorities and the payments to be made with the order and any securities have been provided. The contractual partners must also correct all essential technical points by the beginning of the delivery or submission period.
- 5.3 The agreed delivery and delivery dates or deadlines can be extended or postponed reasonably without there being a claim for damages against KVT-Fastening and its affiliated companies. This regulation applies in particular to the following cases:
 - if we do not receive the information we need to fulfill a contract in good time, or if it is subsequently changed;
 - if the customer or third parties (namely our subcontractors) are in arrears with the deliveries or services to be carried out or are otherwise in arrears with the fulfillment of contractual obligations;
 - if obstacles or unforeseen events occur at our premises, at the customer, or at third parties (namely at our sub-suppliers) which cannot be averted. We define such events as, among other things, the consequences of force majeure, war,

international tensions, riots, shortages of raw materials, operational disruptions, epidemics, pandemics, strikes, and officially ordered closures of infrastructure and companies; we do not consider this list to be exhaustive.

- 5.4 If the delivery or delivery date is not met and after a reasonable period of grace (which is determined in individual cases) has been exceeded, the customer is entitled to withdraw from a contract in whole or in part if it has not yet been fulfilled. Liability for loss of use and for any other damage caused by failure to adhere to delivery dates and quantities is expressly excluded.
- 5.5 If the customer is in default of acceptance, he is still obliged to pay the entire purchase price. In this case, we will store the goods at the customer's risk and expense (in particular storage costs, processing fees, administrative expenses, etc.). After an unsuccessful request for acceptance or collection, we are entitled to destroy the goods at the customer's expense or to use them in any other way.
- 5.6 In the case of pre-packaged goods that are sold by the number of pieces, the mean value delivered according to the random sampling method corresponds at least to the nominal number of pieces. In the case of fastening elements and mass-produced parts, an over- or under-delivery of +/- 10% is customary in the industry. For custom-made products, we reserve the right to deliver 15% more or less goods. Such excess or short deliveries cannot be rejected by the customer. In this case, the quantity actually delivered will be charged.
- 5.7 Unless otherwise agreed, call-off orders are to be accepted at the latest within 6 months of the expiry of the contractual period, without us requiring a request for acceptance or a notice of default. If this period has expired, we are entitled at any time, at our discretion, either to invoice the goods or to cancel the order. In the event of a delay in acceptance, liability for danger and the risk of loss of the goods is transferred to the customer from notification of readiness for delivery.

6. Traceability

If we have to ensure the traceability of the goods, this is done by using the information on the label on the packaging. After the goods have been delivered to the customer, the customer is responsible for ensuring that traceability back to us as the supplier is maintained.

7. Retention of title, property related to logistics

- 7.1 The (delivered) goods remain our property until all liabilities from the business relationship (including interest, costs, taxes, fees, expenses, transport costs, etc.) have been paid in full.
In the case of a current account, ownership is considered security for our balance claim. The buyer may only sell the goods subject to retention of title within the framework of normal and orderly business transactions. In this case, he hereby

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 5 von 14
----------	-----------	----------	----------------	-------------------	----------------

assigns to us the resulting claims against third parties in the amount of our claims, with priority and including all ancillary rights.

The buyer hereby commissions and authorizes us, if necessary, to assert the rights under the ABGB against his contractual partner in his or our name, but for his account, and for this purpose assigns to us the exercise rights to which he is entitled under the ABGB against the contractual partner, as well like the resulting new rights. We hereby accept the above assignments, but always agree to the collection and assertion of the assigned claims by the buyer, which is always revocable. If we disclose the assignment, the buyer must provide us with all information and documents required to assert our claims, at least a copy of the latter, immediately and at his own expense. Pledges and security transfers of the reserved goods are excluded; the buyer must inform us immediately of any seizure of our reserved goods or other impairments of the same by third parties.

- 7.2 If we develop logistics solutions for a customer or provide logistics services and provide boxes, racks, and other inventory items for this purpose, these remain our property unless otherwise agreed in writing.

8. Obligations to inspect, accept and give notice of defects

- 8.1 Our deliveries of goods and other services must be accepted by the customer immediately or checked to see whether they comply with the technical specifications and the statutory provisions. The same applies to the completed setup of one of our total or partial solutions. When completing further services, the customer must also check whether these were provided in accordance with what was contractually agreed.
- 8.2 Any defects in our goods deliveries and other services must be reported in writing immediately (after they have been determined), but no later than 8 days after receipt of the goods or after completion of work on the facility, otherwise all claims for compensation (including consequential damages) become time-barred. This regulation also applies to complete and partial solutions as well as the completion of work on other services. Hidden defects must be reported in writing within 8 days of detection, with a specific description of the type.
- 8.3 Notification of a defect is deemed to have been legally valid if it has been sent in writing before the deadline pursuant to Section 8.2 has expired and both dispatch and delivery can be proven beyond any doubt. If sent by registered letter, this proof is deemed to have been provided. The notification must contain a detailed description of the defect and a sample of the defective goods. With the notification, we receive the right to have the notified defect or damage checked by our own employees or experts of our choice. The customer can request a free report on the solution to the problem within 30 days of the conclusion of the complaint, after which he will be liable for a fee.

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 6 von 14
----------	-----------	----------	----------------	-------------------	----------------

- 8.4 In deviation from the above provisions, we exempt a customer from the obligation to check goods deliveries for which he uses a logistics solution offered by us.
- 8.5 In the event of defects, the statutory limitation periods apply to our deliveries of goods and other services.
- 8.6 The assertion of the defect does not release the customer from his payment obligation.

9. Guarantee for our goods deliveries

- 9.1 We only guarantee the product properties in accordance with the applicable product standards such as DIN, ISO, or EN. This warranty also includes the associated technical delivery conditions and the specifications for customer-specific parts agreed in writing. Unless explicitly stated otherwise in writing by the customer, we carry out visual checks and assessments of the dimensional, shape, and positional tolerances in accordance with the relevant product standards that are customary in the industry. For system and functional solutions, we only guarantee the product properties in accordance with the specified performance requirements (e.g. declaration of performance, operating instructions, etc.).
- 9.2 When using fasteners that have been heat treated to a hardness of 360 HV and above, as well as electroplated fasteners (especially with a strength class of 12.9), there is a risk of delayed hydrogen-induced brittle fracture. The international standard ISO4042 expressly points out this risk. If the customer selects and purchases fasteners whose properties, strength and manufacturing process include a high probability of hydrogen-induced embrittlement, then the customer assumes all risk therefor; accordingly, we reject any liability for this. This means that all of our product quality responsibilities towards the customer are eliminated. This includes, but is not limited to, damages, express or implied warranties, implied warranties of merchantability or fitness for a particular purpose; this list is also not final. Insofar as third parties (regardless of the legal grounds) assert claims against us which result directly or indirectly from brittle fractures of connecting elements which the customer has purchased, the customer shall, upon first written request, indemnify us to the full extent of all associated losses, Liabilities, damages, costs (including court and attorney fees) and all expenses.
- 9.3 Properties that are outside of the applicable standards mentioned above are only guaranteed if they have been agreed in writing. These standards also include information in our documents, in particular in brochures, catalogs (including the e-shop), in orders confirmed in writing, in technical and other documents. An exchange of subcontractors who meet the same product standards or deliver according to the same specifications does not represent a change in the contractual service or the goods.

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 7 von 14
----------	-----------	----------	----------------	-------------------	----------------

- 9.4 We do not guarantee the suitability of the goods with regard to a type of use or area of use. This regulation applies in particular to the constructive aspects of the application object. If we respond to questions regarding construction and/or assembly, we rely on the information provided by the customer. Our information is based on theoretical considerations or test results that were developed under laboratory conditions. They are to be checked by the customer under practical conditions.
- 9.5 If the customer requests specific adjustments to the product (e.g. mechanical post-processing or surface treatments of any kind on products), the properties of the original product may change (e.g. mechanical properties, in particular corrosion protection). We therefore exclude any warranty with regard to the changed product properties mentioned in Sections 9.1 and 9.2 above, even if the relevant standards are still stamped on the product.
- 9.6 The achievement of certain friction values, even if agreed in writing, cannot be guaranteed, as friction values can vary depending on the substrate, geometry, friction partners or type of coating process. Product manufacturers also reject friction value guarantees due to the influences mentioned previously.
- 9.7 Any warranty obligation expires if the agreed standards are not complied with or changes are made to the goods without our express consent. Specifically, the standards mentioned above and the operating conditions specified by us or approved in writing are addressed.
- 9.8 Furthermore, all defects that are due to normal wear and tear, poor maintenance, improper treatment or handling, excessive stress and the influence of third parties are excluded from the guarantee.
- 9.9 Even when providing services in the areas of engineering, technical advice, logistics, etc., we only guarantee the properties of the goods in accordance with Sections 9.1 - 9.7. This regulation also applies to services that are provided as part of an overall or partial solution.
- 9.10 If we deliver goods based on incorrect or incomplete information from the customer, we do not accept any liability. Likewise, improvements made by the customer or improper handling of the goods by the customer result in the loss of any warranty claims.
- 9.11 If the goods are defective, we offer a warranty-free delivery of replacement goods.
- 9.12 Subject to Section 11, all further warranty rights for goods deliveries are waived.
- 9.13 The warranty period is 6 months from delivery. The presumption of defectiveness is excluded towards entrepreneurs.

10. Warranty for our other services, durability guarantees

- 10.1 We guarantee careful execution with regard to our further services. Unless otherwise agreed in writing - which we must describe as binding - we do not

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 8 von 14
----------	-----------	----------	----------------	-------------------	----------------

guarantee the accuracy of the delivered results and their interpretation. If we provide additional services based on incorrect or incomplete information from the customer, we do not accept any liability.

- 10.2 If we provide logistics solutions or digital solutions for assembly processes (assembly solutions), we guarantee compliance with the confirmed offer. We do not guarantee that the logistics solution or assembly solution will run without interruption or error. Any warranty is excluded if the operating conditions are not met and changes are made. We also assume no responsibility if maintenance and servicing work is carried out by third parties and further interventions are made or system or other updates are made that we have not approved or over which we have no influence. The above applies analogously if we provide software as part of the logistics solutions or assembly solutions.
- 10.3 If a durability guarantee or a certain service life for component and other productions is expressly given with regard to weather resistance or other properties, this period begins with the delivery. Our obligation to provide warranty does not apply if damage has arisen in connection with incorrect installation or handling of the component and other manufactures. Furthermore, no guarantee is provided if damage occurs as a result of unusual stress, for example damage caused by storms, the consequences of instability of the subsoil and special chemical or biological influences. This limitation of liability only lapses if the damage was essentially caused by a material or component defect and such a defect can also be proven. For installation and handling, the technical product descriptions and installation instructions supplied with the respective component and other productions as well as the legally prescribed or generally recognized standards and principles of architecture apply.
- 10.4 If additional services are provided deficiently, we offer a repair at our own expense based on warranty or durability guarantees.
- 10.5 The customer is obliged with regard to the further services (in particular with regard to (i) technical statements / technical reports, (ii) test reports and (iii) test reports / investigation reports, in which case the investigation was carried out in the laboratory) the results obtained , recommendations and application notes in the practical use of its products to test and check them adequately and to declare them suitable for use or to release them.
- 10.6 Subject to Section 11, all further warranty rights for additional services are waived.

11. Liability for Damages

- 11.1. With regard to our goods deliveries and other services, we are liable within the scope of the statutory product liability for personal injury and property damage that can be directly attributed to a defect in the product. All exclusions and limitations of

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 9 von 14
----------	-----------	----------	----------------	-------------------	----------------

liability are effective and to be interpreted up to the limit of legal admissibility and all liability claims are finally regulated here.

- 11.2 Our liability for damages, losses and indemnifications in connection with further services rendered (including, but not limited to, development and engineering services or logistics solutions which go beyond the application of the generally accepted rules of technology) shall amount to the following for
 - (a) single orders at most the amount of the order value, and for
 - (b) standing orders per year and per claim at most the amount invoiced by us in the last 12 months.

Should the customer suffer any further damage, whether as a result of a breach of duty of care or due to defective further performance or for any other reason for which we are responsible, the customer shall only be entitled to compensation if our employees or vicarious agents are guilty of gross negligence (intent or gross negligence). Claims for damages due to slight negligence as well as compensation for pure financial losses, consequential damages (in particular production losses or delays or interruptions of operations, etc.), loss of profit, damages from third party claims, any lump sums or penalties agreed with third parties, damage to reputation as well as damages from loss incurred by the customer are excluded - regardless of the legal reason.

- 11.3 **Disclaimer:** The reports on the problem solution prepared by us within the scope of the further services, are a preliminary, based on our current information and knowledge, exclusively technical opinion, subject to further verification and complete information by the customer on causes and remedial measures. Without prejudice to the use of formative terms, it does not make any statements regarding contractual or legal liability or compensation claims. It does not contain or create, directly or indirectly, any acknowledgement of fault, obligations, liability or any other claim against us.
- 11.4 To the extent permitted by law, any further contractual or non-contractual liability with regard to all our deliveries of goods and further services is expressly excluded, in particular with regard to direct and indirect consequential damages. This applies in particular with regard to the costs of necessary installation and dismantling work as well as business interruptions. This exclusion of liability shall also apply to our contractual and non-contractual liability for damage caused by acts or omissions of our legal representatives, employees and auxiliary persons; the same provision shall also apply to the personal contractual and non-contractual liability of these representatives, employees and auxiliary persons.
- 11.5 Any recourse claims that the customer or a third party may make against us under the title of product liability within the meaning of the Austrian Product Liability Act (PHG) shall be excluded unless the party entitled to recourse proves that the

defect was caused by us and was at least due to gross negligence. The recourse claims of companies are in any case limited to an amount of EUR 10,000.

- 11.6 Any form of joint liability with one or more other companies of the Bossard Group as well as its affiliated companies is excluded. The customer may assert contractual claims exclusively against the contractual partner.
- 11.7 Any claims for damages expire within 6 months from damage and the damaging party.

12. Quality assurance, Bossard test and measurement laboratories

- 12.1 We operate a certified quality assurance system according to ISO9001. In addition, we have accredited testing and measurement laboratories in accordance with ISO/IEC17025 for the purpose of quality assurance. Services in accordance with the regulations of the accreditation shall only be provided if these have been agreed with us in writing at the latest at the time of the order or the placing of the order.
- 12.2 *The Bossard testing and measurement laboratories* are impartial testing bodies. They operate in accordance with the relevant standards and test or analyze in accordance with the applicable test procedures or standards.

13. Cancellations, withdrawal

- 13.1 Cancellation of orders requires our express written consent as well as the payment of our expenses for materials, wages and expenses.
- 13.2 Complaints regarding quality, dimensions and quantity deviations of a specific delivery shall not entitle to cancel remaining deliveries of an order.
- 13.3 We are entitled to withdraw from delivery obligations if the customer's financial situation has deteriorated significantly or if it is different from what was presented to us.
- 13.4 Revocation of a contract for work and services or a delivery contract by the customer is expressly excluded.

14. Information obligations and security

- 14.1 The customer shall be obliged to inform us of any special technical requirements, statutory and official regulations or other framework conditions, insofar as these are of significance for our deliveries of goods and the provision of further services. It must be emphasized that this information must be provided in good time and without any special request on our part. The duty to inform shall apply in particular in the event of a dangerous or unusual use of the goods. Our attention

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 11 von 14
----------	-----------	----------	----------------	-------------------	-----------------

must be drawn to such regulations, standards or circumstances in writing at the latest when the order is placed or the order is placed. If such occur only during our delivery of goods or during the provision of further services, the customer shall inform us immediately.

- 14.2 Notwithstanding this duty to inform, the responsibility for product and other securities shall remain with the Customer.
- 14.3 Compliance with the general and local safety regulations as well as the corresponding instruction of the personnel are fully the responsibility of the customer.

15. Use of the results

The results of our services are intended exclusively for the use and information of the customer and may not be passed on to third parties or used in any other way without our prior written consent. This regulation refers in particular to analyses, test results, calculations, etc.

16. Export controls and sanctions

The customer undertakes to comply with the respective applicable national, European, American and international sanctions and export control regulations in the further use of goods deliveries and further services purchased from us. This includes, but is not limited to, the prohibition of the sale or export of goods to sanctioned countries, to sanctioned end-users or for prohibited end-uses such as for the development of armaments without the necessary authorization under the applicable legislation.

17. Industrial property rights

- 17.1 Copyrights as well as other intangible property rights and industrial property rights which arise together with our deliveries of goods and the provision of further services shall remain exclusively with us. These rights include, but are not limited to, our drawings, plans, technical and other documents, software programs and other solutions developed by us.
- 17.2 Rights of use expressly granted to the Customer in writing, which are non-transferable and non-exclusive, shall remain reserved.
- 17.3 We shall be entitled to use and further develop generally usable knowledge, know-how as well as experience and skills which we have acquired in the course of our performance of services in our activities for other customers.

18. Secrecy

- 18.1 Each contracting party shall treat as confidential those data, documents and information which it possesses from the business area of the other and which are neither generally accessible nor generally known. It may not make them accessible to

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 12 von 14
----------	-----------	----------	----------------	-------------------	-----------------

third parties, either directly or indirectly, nor exploit them in any other way. Such data, documents and information shall only be used for the performance of the contract. In this sense, the contractual partners shall take all necessary measures to prevent such data from flowing to or being used by third parties. Employees of the contracting parties shall be obligated to maintain secrecy with regard to data, documents and information, unless they are already obligated to do so on the basis of an employment contract. The obligation to maintain secrecy shall remain in force even after termination of our contractual relationship.

- 18.2 Nothing in these *General Terms and Conditions* or in any contract entered into between us and the Customer shall be construed as conferring or transferring to the Customer any rights in confidential information and intellectual property of ours by transferring ownership of the Goods.

19. Data protection

Each contracting party undertakes to comply with the applicable data protection regulations. For the rest, we refer to our data protection declaration on <https://www.kvt-fastening.at/de/datenschutz/>. The customer takes note of this data protection declaration and accepts it in the respective valid version.

20. Applicable law, place of jurisdiction

Austrian law shall apply to the exclusion of the international reference standards. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. Place of performance is Linz, place of jurisdiction is the competent court in Linz/Austria, even if payment is made by check or bill of exchange. However, KVT-Fastening GmbH is also entitled to take legal action at the place of jurisdiction of the contracting partner or his branch office.

21. Other provisions

- 21.1 Events of force majeure affecting us or our suppliers or logistics partners which prevent delivery or production on the agreed date shall extend the delivery or production time by the duration of such disruption. This applies in particular to natural disasters, new or amended laws and regulations, measures, orders, requirements or decisions of a court or authority, earthquakes, floods, fire, explosions, war, terrorism, riots, machine breakdown, emergency repairs or emergency maintenance of machines, energy and raw material supply difficulties, strikes, lack of means of transport, and transport obstructions, lockouts, unforeseeable delivery and production difficulties, sabotage, cyberattacks, epidemics, pandemics or epidemics.

We are not obligated to fulfill the contract if the fulfillment is prevented by obstacles due to national or international regulations of foreign trade law, embargoes and/or other sanctions.

We will immediately notify the customer of an event of force majeure. If such an

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 13 von 14
----------	-----------	----------	----------------	-------------------	-----------------

impairment lasts longer than 12 weeks and the customer and we cannot agree on a common course of action, both parties are entitled to cancel the affected delivery or service.

The customer is not entitled to compensation for events of force majeure.

- 21.2 Successful orders shall be binding on the customer's legal successors and permitted assignees. An assignment of rights or a transfer of obligations of the customer to a third party requires our prior written consent.
Notwithstanding the foregoing, the consent of the other contracting party shall not be required if we assign our rights and obligations under the contract to an affiliated company, or rights and obligations under this business relationship shall automatically pass to the universal/partial successors. Such assignment or transfer shall only become legally valid upon written notification of the other contracting party.
- 21.3 If at any time we do not or not immediately assert a claim arising from or in connection with these General Terms and Conditions and the legal relationship based thereon, then this shall not be deemed to be a (partial) waiver by us of our rights on the merits or in terms of amount.

22. Severability clause

Should individual provisions of these General Terms and Conditions be or become void and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that come as close as possible in economic terms to the meaning and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same applies in the event that these General Terms and Conditions should be incomplete.

23. Binding original text

In the event of any differences between the German and any other language version of the *General Terms and Conditions*, the original German text shall prevail in any case.

Ausgabe:	Juni 2026	Ersetzt:	September 2022	AGB KVT Fastening	Seite 14 von 14
----------	-----------	----------	----------------	-------------------	-----------------