

## Preamble

ENTNER is an innovative developer and producer of customer-oriented camera and image processing solutions.

The demands placed on these products must meet the highest standards. For this reason, the quality of the delivered products and the reliability of the SUPPLIER are decisive criteria for a lasting and cooperative partnership between SUPPLIER and ENTNER.

The SUPPLIER produces and delivers certain components/assemblies and/or provides certain services which ENTNER requires for the production or assembly of its products. These must correspond to the current state of the art. The SUPPLIER is willing and able to deliver goods according to the requirements of ENTNER.

The contractual partners agree that the quality and reliability of technical products can only be optimised and improved in the future if the partnership cooperation in the selection of the quality assurance system, both in the planning and in the manufacturing of the products, in the in-process inspections and in the test equipment used forms the basis for the future business relationship. ENTNER and SUPPLIER recognise the necessity of complying with national and international laws, guidelines, methods, legislative and non-legislative requirements in the development, manufacture and marketing of products without exception.

To this end, the contractual partners agree on the following:

## 1. General provisions

The following terms and conditions of purchase apply to all orders placed by ENTNER, even if the SUPPLIER does not refer to them or refers to its own GTC.

Deviations from them always require a written agreement, which can only be signed by an authorised

by the signature of an authorised representative of ENTNER.

Irrespective of unconditional acceptance of order confirmations or deliveries, any possible conditions of the terms and conditions of the SUPPLIER in his general terms and conditions or order confirmation.

## 2. Scope of application

This agreement applies to all products and services supplied by the SUPPLIER on the basis of orders received from ENTNER for the duration of this agreement.

## 3. Offers / Quotations

Offers or cost estimates addressed to ENTNER are binding and free of charge, unless expressly agreed otherwise. In case of an offer to ENTNER the SUPPLIER is bound to ENTNER for 4 (four) weeks after receipt of this offer.

## 4. Secrecy

Plans, sketches and other documents such as brochures, catalogues, samples, presentations and similar provided by ENTNER remain THE intellectual property of ENTNER. Any use, in particular passing on, duplication, publication and making available, including copying even of extracts, requires the express consent of ENTNER.

All documents mentioned above can be reclaimed by ENTNER at any time and must be returned to ENTNER without delay and without being asked if the contract is not concluded.

Furthermore, the SUPPLIER is obliged to maintain secrecy towards third parties with regard to the knowledge obtained from the business relationship.

If documents or services are created by the SUPPLIER and made available to ENTNER, which enjoy legal protection including copyright protection, the SUPPLIER grants ENTNER an unrestricted but non-exclusive right of use to these works in the event of conclusion of a contract, unless expressly agreed otherwise, or such a right is deemed to have been agreed.

## 5. Price (purchase price, remuneration for work)

In the absence of other express agreements, prices quoted to ENTNER include all duties and ancillary costs including transport costs. Agreed prices or prices on which the contract is based are fixed prices, price escalation clauses and the like are not accepted by ENTNER as long as they are not specially negotiated.

## 6. Terms of payment

In the absence of an explicit agreement to the contrary, the term of payment is 30 days net from receipt of the invoice.

## 7. Transport – risk assumption

The goods purchased from ENTNER are considered as a debt to be discharged at the place of delivery. The SUPPLIER therefore bears the costs and the risk of transport. The risk of loss or damage is only transferred to ENTNER when the goods are handed over.

## 8. Place of performance

The place of performance for both our performance and the consideration shall be Treitstr. 42 in 6832 Sulz, Austria.

## 9. Non fulfilment / delay in delivery and performance

The delivery date shall be deemed to be the delivery of the goods to the delivery address stated under point eight (8). A deviation of three (3) working days before and two (2) working days after the confirmed delivery date accepted by ENTNER is considered to be on time. Earlier or later delivery will be considered as not on schedule and will influence the supplier rating accordingly. Deliveries that arrive at the delivery address more than five (5) working days after the confirmed delivery date without consultation and approval by ENTNER are considered as gross delay in delivery, in this case ENTNER can withdraw from the delivery in case of delay of the SUPPLIER after an appropriate grace period has been set.

For all deliveries, the delivery documents including tracking information must be sent to ENTNER in advance.

ENTNER is entitled to claim all damages resulting from the delay.

## 10. Penalty / Contractual penalty

If an exceeding of the delivery time is not notified or not acknowledged, ENTNER is entitled to deduct a penalty of 0.1 % for each day of exceeding the deadline, but not exceeding 15 % of the order price, without prejudice to other legal rights.

## 11. Cancellation fees

In case of cancellation of the order by ENTNER without corresponding misconduct of the SUPPLIER, the SUPPLIER will be compensated for those costs which have demonstrably been incurred by the SUPPLIER.

## 12. Sketches, drawings & data

Sketches, drawings, data and other documents provided to the SUPPLIER remain the property of ENTNER. They may not be used for other purposes, reproduced or made accessible to third parties. They have to be kept with the care of a prudent businessman and to be returned to ENTNER on delivery of the goods.

## 13. REACH and RoHS

The SUPPLIER guarantees to fully comply with his obligations according to the EU Chemicals Regulation 1907/2006 (REACH regulation) in their entirety. All REACH-relevant facts are to be communicated to ENTNER in writing immediately after they become known.

The SUPPLIER guarantees that all products delivered or to be delivered to ENTNER comply with EU directive 2002/95/EC or 2011/65/EC on the restriction of the use of certain hazardous hazardous substances in electrical and electronic equipment, i.e. are RoHS-compliant, unless expressly agreed otherwise.

## 14. Provided parts, tools, programmes etc.

ENTNER automatically acquires the unrestricted ownership of tools, programmes, provided parts handed over or procured. Provided (manufactured) goods remain the unrestricted property of ENTNER. They have to be stored carefully by the supplier and delivered to ENTNER free of encumbrances within two weeks upon written request, with the exception of freight costs.

If handed over or procured tools, programmes, provided parts are damaged in whole or in part, they are to be repaired or replaced by the SUPPLIER free of charge and in an orderly manner or ENTNER is to be compensated financially accordingly.

## 15. Data storage

The SUPPLIER declares his consent that data provided will be processed and stored by ENTNER for the purpose of automatic processing.

## 16. Guarantees/warranty and compensation for change

The guarantee and warranty period is 30 months in each case. The period starts on the day of commissioning or resale to third parties, but no later than six months after the performance of the service.

The SUPPLIER assumes full guarantee for the fulfilment of the order and assures ENTNER for this that the delivered goods will be free from defects during the entire guarantee period and irrespective of whether the defects already existed at the time of handover or acceptance, that they comply with the usual and warranted characteristics, the relevant standards as well as the state of the art.

Exclusions of liability on the part of the SUPPLIER, in particular under the title of warranty or compensation for damages, will not be accepted unless these have been expressly negotiated in detail with ENTNER.

In case of occurrence of defects ENTNER is free to choose between exchange, repair or price reduction, if no claim for conversion (claim for cancellation of the contract) exists and ENTNER makes use of this right.

As far as ENTNER insists on repair or exchange, ENTNER is entitled to retain the entire payment until the complete fulfilment of the owed service/delivery.

Apart from that, deviations from the legal regulations - concerning compensation or warranty - such as changes in the distribution of the burden of proof, shortening of deadlines and the like require the explicit, written consent of ENTNER in each individual case for their effectiveness.

In the case of replacement or rectification of defects, the guarantee and warranty period begins anew in each case and the SUPPLIER provides warranty to the same extent as for the original delivery.

The SUPPLIER is liable to ENTNER for all damages and disadvantages resulting from a defect (in particular also third party damages, loss of profit and other financial losses).

Upon discovery of any defects ENTNER is entitled to a six-week period for lodging a notice of defects.

## **17. Product liability**

An exclusion of a recourse claim on our part according to § 12 PHG is not accepted by ENTNER.

## **18. Set-off**

A prohibition of set-off is not accepted by ENTNER, rather ENTNER is in any case entitled to set-off claims, if any, against the SUPPLIER".

## **19. Prohibition of refusal of performance and prohibition of retention**

In case of justified complaints ENTNER is entitled to withhold the entire outstanding payment.

## **20. Formal requirements**

All agreements, subsequent changes, additions, subsidiary agreements etc. must be in writing to be valid, thus also the original signature or the secure electronic signature.

Declarations, notifications, etc. addressed to ENTNER must be in writing to be legally effective, thus also the original signature or the secure electronic signature.

## **21. Jurisdiction and applicable law**

Decisions on legal disputes arising from the contractual relationship between the SUPPLIER and ENTNER are subject to Austrian law, the applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

The place of jurisdiction is agreed to be A - 6800 Feldkirch.

## **22. Severability clause**

Should individual provisions be or become invalid, void or unenforceable, this shall not affect the rest of the terms and conditions shall remain unaffected and a permissible provision shall be deemed to be agreed which comes closest to this provision in economic terms.