

# Terms and Conditions

## GENERAL TERMS AND CONDITIONS

### 1. Preamble and scope of application

1.1. These General Terms and Conditions (hereinafter “GTC”) shall apply to all legal transactions and contracts concluded after 1 May 2006 including, without limitation, to research and service contracts, expert opinions, activities as expert appraiser and deliveries, where Polymer Competence Center Leoben GmbH (hereinafter “Contractor”) is the contractor.

1.2. The applicability of any customer’s GTC shall hereby be expressly excluded.

1.3. Deviations from these conditions shall be valid only if acknowledged in writing by the Contractor.

1.4. Should any of the following provisions be ineffective, this shall have no effect on the effectiveness of the remaining provisions. The ineffective provision shall be replaced by a valid provision that comes as close as possible to the intended goal.

1.5. The Contractor shall be entitled to have a contract (in whole or in part) performed by knowledgeable salaried employees or external/freelance cooperation partners.

1.6. Austrian law shall apply exclusively.

1.7. Any and all references to persons included in these GTC shall refer to both men and women equally.

### 2. Contract, offer and side agreements

2.1. The type and scope of services agreed shall be defined by the respective agreement and these General Terms and Conditions.

2.2. The Contractor undertakes only to duly perform the services subject to the relevant agreement according to the state of the art in science and technology. It does not undertake, however, to bring about a specific result or success.

2.3. If the legal or factual circumstances governing a contract change after the conclusion of the agreement, this shall have no effect on the relevant contract.

2.4. Information and explanations contained in printed or electronic publications and the like or any other written or oral statements made shall only be decisive or relevant for a specific contract if expressly referred to in the order confirmation.

2.5. If an order confirmation sent by the Contractor contains changes as compared to the contract order, such changes shall be deemed accepted by the customer unless they are objected to immediately in writing.

2.6. Changes and amendments to the contract shall require a written confirmation by the Contractor in order to become part of the contractual relationship.

2.7. As a matter of principle, agreements shall have to be made in writing; the same shall apply to any waiver of this requirement of written form.

### 3. The customer’s duty to inform and cooperate

3.1. The customer shall ensure that the Contractor, without the need for any specific request to this effect, is provided with all documents required for the performance of the contract in due time and informed of all events and circumstances which could be of importance for the performance of the contract. The same shall apply to any documents, events and

circumstances that only become known while the Contractor is already carrying out the work.

3.2. The customer shall ensure that the legal relationships with regard to any services and preliminary work provided to the Contractor by the customer are free and clear from any third-party rights so that the Contractor will not be confronted with claims concerning the infringement of third-party rights regarding intellectual property, copyright, know-how and rights of use. The customer shall indemnify and hold harmless the Contractor with a view to any such competition, IP and similar aspects and shall, in particular, provide compensation for any disadvantages that may arise, regardless of fault. Correspondingly, the customer undertakes to inform the Contractor immediately of any claims being raised with regard to violations of intellectual property rights or copyrights.

3.3. The customer shall provide organizational framework conditions that allow services performed at its business premises to be carried out as undisturbed as possible in a way that allows for a swift progress of the work undertaken.

3.4. The customer shall ensure that all safety and security, statutory and regulatory provisions, rules and regulations relevant for the implementation and use of the contract results are complied with and observed and shall indemnify the Contractor from and against any claims in this regard.

#### 4. Reporting

4.1. Unless agreed otherwise, reports on the contract results shall be made in writing.

4.2. The Contractor shall not be liable for any explanations and information not confirmed in writing.

#### 5. Term of delivery/deadline for completion

5.1. The customer shall obtain, at its own cost, any permits by official authorities or other third parties required for the performance of contracts. If such permits are not obtained in due time, the deadline for performing the services shall be postponed accordingly.

5.2. If any circumstances that are unforeseeable by or beyond the control of the parties such as, for instance, all cases of force majeure, prevent or delay the timely fulfillment of the agreed delivery or completion, such deadline for delivery or completion shall be extended, in any case, by the time such circumstances persist.

5.3. Any circumstances referred to above in items 5.1. and 5.2. shall be documented by the parties to the agreement in writing without delay, such documentation being forwarded to the respective other party in writing.

#### 6. Protection of the Contractor's intellectual property

6.1. The customer shall be obliged to ensure that any reports, expert opinions, organizational charts, drafts, drawings, calculations and the like made by the Contractor in the context of the contract shall be used exclusively for the purpose of the contract of which the Contractor was informed and/or which are objectively identifiable.

6.2. Subject to the regulation in item 6.3 and any deviating individual agreements to the contrary, any and all rights – even rights arising in the context of the contract being performed – such as, in particular, rights relating to intellectual property, copyright, know-how and rights of use, shall remain with the Contractor. This shall apply, in particular, to inventions developed by the Contractor and relating know-how. As soon as the entire fee has been paid, the customer shall have a right of use relating to the works subject to the relevant contract.

6.3. Unless agreed otherwise, in the case of works and services of the Contractor that are subject to copyright protection, the customer, upon payment of the entire fee, receives a

license as defined in section 24 (1) sentence 1 of the Copyright Act (Urheberrechtsgesetz, UrhRG). Furthermore, if the customer wishes to pass on the services subject to a contract to a third party for use, this shall require the Contractor's written consent. This shall, in no case, give rise to any liability of the Contractor towards third parties.

## 7. Obligation to maintain confidentiality, data protection

7.1. The Contractor shall be obliged to maintain confidentiality on all matters it becomes aware of in connection with its work for the customer, unless the customer releases it from this obligation to maintain confidentiality or unless it is subject to statutory disclosure obligations to the contrary.

7.2. The Contractor shall be entitled to process any personal data entrusted to him. The processing of this data by subcontractors is only permitted after consultation the PCCL. In addition, the provisions of the Data Privacy Laws (especially GDPR) shall apply. The purchaser shall have the right to monitor and instruct the Contractor's compliance with data protection law. Both contracting parties have to lead a data directory. The contracting parties also have to make sure, that all necessary data protection measures are executed.

A data breach has to be reported to the Austrian Data Protection Agency, named „Datenschutzbehörde“ (Österreichische Datenschutzbehörde, Barichgasse 40-42, 1030 Wien; Telefon: +43 1 52 152-0, E-Mail: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at)

7.3. [To our Data Privacy Statement](#)

## 8. Elimination of defects and warranty

8.1. The Contractor shall comply with all claims for correction or replacement of what is missing within due time, i.e. in general within one third of the time it took to perform the service. Within this period, claims for damages based on delayed performance cannot be asserted.

8.2. Any reversal of the burden of proof, i.e. that the Contractor is obliged to prove it is not to blame for the defect, shall be excluded.

8.3. Warranty claims shall be valid only if the customer immediately notified any defects arisen in writing.

## 9. Liability

9.1. The Contractor shall be liable only for loss or damage caused with intent or due to gross negligence up to the amount of the fee agreed. Any liability for slight negligence, compensation for consequential loss or damage and merely financial loss shall be excluded. Any liability for any loss of profit shall be generally excluded.

9.2. If commercially available IT programs are used for performing the service, the Contractor assumes no liability or warranty for consequential loss or damage in the case of program errors or other software faults.

## 10. Fee

10.1. The customer shall not be entitled to withhold due payments in the case of counterclaims or offset them with such claims.

10.2. Payments shall be made without any deduction to a payment terminal of the Contractor within 14 days.

10.3. Additional services to be performed due to changes outside the scope of influence of

the Contractor that require revising or reworking of individual parts of a contract including, without limitation, due to regulatory restrictions, changes in applicable laws, rules and regulations, and additional services to be performed due to changes in the wishes formulated by the customer shall be invoiced, in addition to the agreed fee, as they arise in accordance with the increased scope of services.

10.4. If the contract is not performed (e.g. due to termination), the Contractor shall be entitled to be paid the agreed fee if the Contractor was prepared to perform the service agreed and was prevented from doing so by circumstances whose causes were under the customer's control (section 1168 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB)); in this case, the Contractor does not need to offset any revenue it obtained or might have obtained by using its resources in other ways.

10.5. If the contract is not performed for reasons that, on the part of the Contractor, constitute important reasons, the Contractor shall only be entitled to be paid for the services it performed up to that point.

10.6. If the contract is not performed for reasons that, on the part of the Contractor, do not constitute important reasons, the Contractor shall have a right to be paid for the services it performed up to that point only if such services can be used by the customer despite the termination.

## 11. Expenses for payment reminders and debt collection

Default in payment shall be subject to the regulations as defined in section 456 of the Companies Act (Unternehmensgesetzbuch, UGB) or the relevant provisions of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG). Furthermore, the customer shall reimburse the Contractor for any expenses arising for payment reminders. In addition, all costs and expenses arising to the Contractor for sending payment reminders or for collecting outstanding payments (in particular with regard to out-of-court legal costs necessary for enforcing the relevant rights and reasonable in terms of fees, etc.) as well as any and all costs arising in connection with the enforcement of rights in court or otherwise.

## 12. Prohibition to assign

Any claims against the Contractor may not be assigned without the express written consent of the Contractor.

## 13. Default in acceptance and failure to cooperate on the part of the customer

13.1. If the customer is late in accepting the service offered by the Contractor, this shall have no effect on the fee falling due. If the customer fails to comply with its obligation to inform or any other obligation to cooperate it might be under, the Contractor shall be entitled to terminate the contract without notice after granting a reasonable grace period of at least seven days. Its claims for fees shall be regulated in item 10.

13.2. Default in acceptance and failure to cooperate on the part of the customer give rise to the Contractor's right to be reimbursed for any additional expenses caused by this and damage incurred also if the Contractor does not exercise its right to terminate the contract.

## 14. Retention of title

If things are delivered and/or services performed that may qualify as property, it shall be agreed that the title to such thing or service remains with the Contractor until all amounts invoiced plus interest and cost have been fully paid.

## 15. Withdrawal from the agreement

15.1. In the case of late performance of a service, the customer shall be entitled to withdraw from the agreement only after having granted a reasonable grace period, which shall be granted to the Contractor by way of a registered letter.

15.2. Unless more specific regulations have been agreed on, a customer may withdraw from the contract in the case of late performance and/or delivery attributable to gross negligence on the part of the Contractor and after a reasonable grace period granted has elapsed. The Contractor shall be informed of the withdrawal by way of a registered letter.

15.3. Without prejudice to any of its other rights, the Contractor shall be entitled to withdraw from the agreement,

- if the performance of the service, or the beginning or the continuation of the service is impossible or delayed despite a reasonable grace period being granted, for reasons within the customer's control,
- if there are concerns regarding the solvency of the customer and if the customer fails to make a prepayment or provide suitable collateral, upon the Contractor's request, before the service is performed.

15.4. The parties may withdraw from the agreement for the above reasons also with regard to a part of the delivery or service still outstanding.

15.5. If insolvency proceedings are opened relating to the assets of a party to the agreement or an application for the opening of insolvency proceedings is dismissed for lack of assets, the other party to the agreement shall be entitled to withdraw from the agreement without granting a grace period.

15.6. Without prejudice to claims for damages of the Contractor, already performed services or parts of services shall be taken into account and paid if one of the parties withdraws from the agreement. This shall apply also to cases in which deliveries or services have not yet been accepted by the customer and to work performed by the Contractor in preparation for services. The Contractor shall have the right to demand that, instead of such payments, already delivered objects be returned to it.

15.7. Any other consequences of a withdrawal from the agreement shall be excluded.

15.8. Both parties shall have the right to withdraw from an agreement if, in the course of the contract being performed, it turns out that the object of the contract cannot be delivered or performed.

## 16. Venue and place of performance

16.1. Unless agreed otherwise in writing, the place of performance shall be Leoben.

16.2. The court competent for any and all disputes arising in connection with the contract shall be the court competent for the relevant subject matter in Leoben.