

## General Terms and Conditions for Sales (GTC) of Greiner Bio-One GmbH (GBO)

Valid with effect from 15 March, 2024

### 1. General

- 1.1 With regard to all business relations of GBO pertaining to the supply of goods or services (both hereinafter referred to as "Deliverables") by GBO, the present GTC shall exclusively apply. Any differing terms shall be invalid, even if the same have not been expressly contradicted. Deviations from these GTC intended by the Customer shall only be valid when acknowledged in writing by GBO. These GTC explicitly apply for any purchase orders placed by the Customer based on these GTC ("Purchase Orders"), contracts with the Customer, and all transactions between the Customer and GBO entered into in the future, even if these GTC are not referred to separately on a case-by-case basis.
- 1.2 All general sale offers (including price lists) by GBO are deemed an invitation to the Customer to place a Purchase Order and shall be subject to confirmation by GBO in order to be binding and shall not obligate GBO to make delivery. Customer's Purchase Orders and any contracts with Customer subject to these GTC shall become effective upon written confirmation or upon delivery of the Deliverables by GBO.
- 1.3 Any agreements shall only become binding upon GBO once they have been concluded in writing. E-mails shall also be deemed to fulfil the written-form requirement.
- 1.4 Machinery, equipment and tools, as well as manufacturing resources, are the property of GBO, even if the Customer has made a cost contribution thereto and the proposals and designs regarding the Deliverables to be manufactured originate from the Customer.
- 1.5 Instructions in brochures, instructions for use, user manuals, and other product information provided by GBO ("Instructions") must be strictly followed. The instructions for use define a field of application for the Deliverables ("Intended Use"). Without prior written consent of GBO, the Deliverables must not be used and/or handled outside the Intended Use and/or other Instructions. Furthermore, the Deliverables must not be combined with other products and/or substances. GBO hereby expressly warns against the use and/or the handling of the Deliverables and/or combination with other products and/or substances without prior written consent of GBO. The Customer is obliged to strictly adhere to the content of the documents made available to it and may not amend them. Insofar as a contractual territory is agreed, the Deliverables may only be used within such territory. The Customer shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, instruction manuals, or any other documents prepared by the Customer, which are in any manner provided or made available to the customer or user. The same shall also apply if GBO shall have authorized or given its consent to such documents, because such authorization or consent shall be limited merely to the layout and compliance with corporate identity and shall not pertain to content. If a translated Instructions for Use (IFU) is required for Product registration, the translation of the IFU shall be provided by GBO.
- 1.6 Due to technical improvements and changed marked conditions, the Deliverables may in part or in total change; therefore GBO reserves the right to change or modify the Deliverables in any manner and at any time as GBO may in its sole discretion consider necessary or advisable, and any such changes or modifications shall be accepted by the Customer; GBO shall have no obligation to exchange, replace, change or modify any Deliverables previously sold to the Customer.
- 1.7 The Customer unilaterally and irrevocably agrees to future amendments of these GTC.

### 2. Terms of delivery and packaging

- 2.1 Goods are supplied by GBO FCA Bad Haller Straße 32 4550 Kremsmünster (Incoterm: "FCA", "free carrier", Incoterms 2020) unless otherwise agreed. In case of transactions involving more than two parties, a written agreement on the applicable Incoterm clause has to be concluded.
- 2.2 During the duration of force majeure events, statements of GBO in connection with transport costs (especially the amount of transport costs) are not binding. In the event of self-collection, the Customer shall be responsible for ensuring compliance with the safety regulations and shall in this regard release GBO from all compensation claims, including for personal injury. The Customer and/or its agents shall bear sole responsibility for compliance with the legal stipulations for the transport of goods. The Customer shall be responsible for providing its agents with appropriate instructions. The Customer shall be responsible for the costs of customs clearance for imports as well as any formalities and the costs thereof (such as product registration, operating licenses) and/or related costs. GBO shall be responsible for the costs of export customs clearance.
- 2.3 GBO may deliver, for reasons of packaging, up to 2% (two per cent) more or less of the quantity ordered without being in breach of contract. In such event, the quantity actually delivered shall be charged.
- 2.4 In case GBO does not deliver in time, the Customer must set a reasonable cure period for the delivery in writing. In case GBO has defaulted on the extended cure period, the Customer may cancel the contract subject to these GTC. During the duration of force majeure events, statements of GBO about delivery dates as well as dates in general, forecasts and lead times are not binding. GBO is only liable for default based on gross negligence or willful misconduct. If the Customer refuses acceptance on the due date, in particular if the Incoterm clause FCA applies to the delivery in question and no carrier appears from the contractual partner at the agreed delivery time, it shall nevertheless make full payment of the purchase price. In such instances, GBO stores the Deliverables at the risk and expense of the Customer; at Customer's request, GBO shall insure the Deliverables at Customer's expense. Upon Customer's failure to accept the Deliverables within 14 (fourteen) days of GBO's offering, GBO is entitled to rescind the contract or claim damages for non-fulfilment.
- 2.5 In the event that GBO shall for a temporary period or over the long term find it impossible to fulfil its duty of performance for reasons outside the control of GBO, in particular due to strikes, lock-out or industrial disputes, epidemics, pandemics, natural catastrophes, interruption of production in GBO's factories or at the facilities of GBO's suppliers or subcontractors, or in case of default of GBO's suppliers or subcontractors, governmental import or export restrictions, or other sovereign measures not attributable to GBO (force majeure) and beyond the control of GBO, the delivery period shall be automatically extended for the duration of such disruption. Delays in the performance of GBO resulting from the COVID 19 pandemic shall be qualified as acts of force majeure. If such disruption shall last for longer than 14 (fourteen) days, both parties shall be entitled to cancel the contract subject to these GTC. In this event, the Customer shall not be entitled to claim damages and GBO is discharged from its duty to perform.
- 2.6 Delivery dates are non-binding unless GBO explicitly assures the binding nature in writing.

- 2.7 GBO shall be entitled to make partial deliveries and render partial services as far as GBO may reasonably expect acceptance by the Customer. The allocation of Deliverables, batches and/or lots in the sole discretion of GBO.
- 2.8 In case of imminent consequences under civil or criminal law due to the delivery of the Deliverables, GBO is entitled at any time to suspend deliveries or cancel them completely. In such cases, the Customer shall not be entitled to claim damages.
- 2.9 GBO is not bound to any future delivery obligation due to the one-time or continuous delivery of Deliverables to the Customer.
- 2.10 All packaging is already licensed and discharged by GBO. The Customer shall properly dispose of all packaging delivered to it. GBO does not collect any packaging from the Customer or take it back.

### 3. Transfer of risk

The risk of loss passes to the Customer according to the Incoterms individually agreed upon. The loss or damage to the Deliverables after the risk has passed to the Customer shall not release the Customer from its obligation to pay the purchase price. If dispatch or shipment is delayed for reasons for which the Customer is responsible, the risk of loss shall pass to the Customer from the date of readiness for dispatch. Risk of loss shall also pass to the Customer if the Deliverables are made available to the Customer and the Customer unjustifiably refuses acceptance. Any storage expenses incurred after the risk of loss has passed shall be payable by the Customer.

### 4. Retention of title

- 4.1 GBO shall retain title to the Deliverables until full payment of invoice amounts (retention of title).
- 4.2 Until transfer of title, the Customer shall hold the Deliverables in safekeeping on behalf of GBO. It shall store the Deliverables in a due and proper manner at its own expense and protect and insure the Deliverables against destruction and deterioration. In the event of payment default, GBO shall be entitled without setting a further extension of time to withdraw from any contract subject to these GTC and to claim return of the Deliverables as well as, if the Customer fails to comply, to attend at the Customer's places of storage or those of third parties in order to repossess the Deliverables.
- 4.3 The Customer shall not be entitled to use or lend the Deliverables as collateral.
- 4.4 If the Deliverables to which title is held by GBO is mixed, combined or integrated with other items, the Customer shall assign its rights of ownership or co-ownership in the new item to GBO and shall hold the item in safekeeping on behalf of GBO with due commercial care.
- 4.5 The Customer may sell the Deliverables to which title is held by GBO only in the context of regular business transactions, and provided it is not in payment arrears. The Customer hereby assigns to GBO its purchase-price claims against its customers arising from resale and shall enter the requisite endorsement of validity in its accounts or on its invoices and take all requisite steps to ensure that such assignment is legally valid.
- 4.6 Furthermore, in the event of assignment, GBO shall be entitled to notify the Customer's end customer at any time. Consent to resale, processing or combining shall automatically lapse as soon as any insolvency proceedings are instituted in respect of the Customer. GBO undertakes to release any collateral or any part thereof at the request of the Customer if the realizable value of the collateral exceeds the value of the claims to which GBO is entitled. GBO shall select the collateral to be released.

### 5. Prices, payment terms and invoicing

- 5.1 Unless otherwise agreed in individual cases, all prices and charges are net prices exclusive of any statutory value added tax and other taxes or duties, as well as exclusive of packaging surcharges, transport costs and any processing fees that may be incurred. Any withholding tax to be borne by GBO shall in all cases be borne by the Customer.
- 5.2 The purchase price is in principle the price set by GBO, or if the price has not been set, the price stated in the current price lists of GBO, as valid at the time of the Purchase Order.
- 5.3 The VAT identification number of GBO is ATU 45835208. In the case of deliveries to other EU member states, the Customer is obliged to inform GBO immediately of its VAT identification number. Should the VAT identification number of the Customer given with the order lose its validity or have changed at a later date, the Customer must inform GBO immediately. Otherwise GBO reserves the right to make use of the right according to point 5.6.
- 5.4 In the case of intra-Community deliveries and exports, tax exemption can only be granted if the legal requirements are fulfilled at the time the service is rendered.
- 5.5 The Customer shall, unsolicited and without delay, provide GBO with all (transport)proofs, documents and deeds in a suitable form, which are necessary to obtain a VAT exemption for intra-Community deliveries or exports.
- 5.6 If the Customer does not comply with this obligation, GBO reserves the right to immediately invoice the legal value added tax which the Customer has to pay together with the invoice amount. The Customer shall indemnify and hold GBO completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the Customer shall immediately pay the value added tax subsequently and separately invoiced by GBO.
- 5.7 The Customer shall inform GBO immediately, if withholding tax is due in the Customer's country of residence for the goods or services supplied. Upon receipt of this information, GBO shall immediately provide the Customer with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the Customer's responsibility to ensure that the tax authorities in the Customer's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the goods or services supplied.
- 5.8 The Customer shall be liable for all additional tax payments resulting from incorrect information provided by the Customer.
- 5.9 GBO shall not be liable for future tax/legal changes; taxes and duties resulting from such tax/legal changes shall be borne by the Customer. The Customer must ensure that these taxes are duly reported and paid.
- 5.10 GBO shall be at free to transmit invoices either by post or electronically (e.g. via email).
- 5.11 Within the framework of an ongoing business relationship, GBO reserves the right to raise the price of the Deliverables as is necessary based on general price changes beyond GBO's control (such as exchange-rate fluctuations, currency regulations, customs changes, a significant rise in costs of materials and manufacture).

- 5.12 Invoice amounts shall be paid within 14 (fourteen) days from date of invoice by way of transfer to GBO's account, free of any charges and fees, unless otherwise agreed in writing. The timeliness of payment of the invoice depends on the unconditional crediting of payment to the account of GBO. GBO and the Customer may agree that the Customer shall open a letter of credit via a bank acceptable to GBO.
- 5.13 If the Customer wishes to make cheque payment, this shall be agreed in advance with GBO.
- 5.14 All payments shall be made at Customer's risk and expense. Customer's payment obligation is fulfilled with payment irrevocably, unconditionally and in due time credited to GBO's account.
- 5.15 Retention or offsetting by the Customer based on any counterclaims whatsoever is prohibited.
- 5.16 In the event of payment default and/or deterioration in the Customer's credit rating, notwithstanding any further rights of GBO, GBO shall be entitled, at its discretion, to: (i) cancel the contract subject to these GTC or suspend further deliveries to the Customer; (ii) shorten the Customer's payment period; (iii) demand payment in advance; (iv) request security in the value of the delivery; or (v) charge default interests in the sum of 9% per annum provided GBO does not incur higher costs for obtaining credit. Furthermore, the defaulting Customer shall bear all expenses related to the collection and recovery of the outstanding invoice amounts.

## 6. Intellectual property

The Customer acknowledges that the Deliverables are the intellectual property of GBO. GBO reserves all rights, in particular rights of ownership, in respect of (i) the Deliverables; (ii) manufacturing processes; (iii) filling and utilization processes; (iv) know how, inventions and improvements; and (v) copyrights, intellectual property rights and applications for intellectual property rights. Unless separately agreed in writing for a clearly defined use, GBO does not grant any rights or licenses to the intellectual property of GBO to the Customer. The Customer shall not be entitled to use trademarks of GBO, to use them outside the Intended Use and/or other Instructions, to modify them, to apply for them or to include trademarks of GBO into its (registered) corporate name without the explicit written permission of GBO.

## 7. Warranty

- 7.1 Unless otherwise agreed in writing, the Deliverables shall conform with a contract subject to these GTC if: (i) it is suitable for a particular purpose of which GBO is expressly notified upon conclusion of contract and GBO has confirmed the same in writing; (ii) it possesses the features of an article which GBO or the Customer have presented by way of sample or specimen; or (iii) it is suitable for the purposes for which a Deliverable of the same type is usually used.
- 7.2 GBO shall not be liable for the Deliverables if, upon formation of the contract the Customer knew or should have known of such a defect or material breach.
- 7.3 GBO shall not be liable for any use of the Deliverables outside of the Intended Use and/or other Instructions.
- 7.4 The warranty period shall be the shelf life of the Deliverables, but no longer than 2 (two) years upon delivery (transfer of risk to the Customer in accordance with the agreed Incoterm clause).
- 7.5 GBO does not warrant that the Deliverables are free of third parties' intellectual property rights and/or do not infringe third party rights. GBO shall not be liable for any costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees related to an infringement (alleged or in fact) of third parties' intellectual property rights through any use of the Deliverables.
- 7.6 The Customer must immediately, upon receipt of delivery as per Section 7.4 inspect the Deliverables or have it inspected. The Customer has no claim for damages for non-conforming Deliverables if it fails to notify GBO immediately after it has or should have discovered the non-conformity or a defect, specifying the nature of the contractual breach. The Customer shall notify GBO within 3 (three) months upon delivery as per Section 7.4 about a non-conformity or defect or otherwise forfeit its rights.
- 7.7 In case of delivery of non-conforming Deliverables, the Customer shall provide GBO a reasonable cure period to fulfil its duties.
- 7.8 In the event that GBO is not willing or able to fulfil its duties, the Customer may: (i) reduce the price in the same proportion as that by which the value of the Deliverables at the time of delivery compares with the value which the contractual Deliverables would have had at the same time; or (ii) withdraw from the contract subject to these GTC. If, however, GBO remedies a defect in fulfilment of its duties, or if the Customer refuses to accept fulfilment by GBO, the Customer may neither reduce the price nor withdraw from the contract which is subject to these GTC. Moreover, the Customer shall lose the right to declare rescission of the contract subject to these GTC or to claim substitute delivery from GBO if it is unable to return the Deliverables in the same condition as that in which it was received by the Customer.

## 8. Vigilance Reporting System for Distributors of Medical Devices (applicable only if the Customer is also a GBO Dealer<sup>1</sup>)

- 8.1 The Vigilance Reporting System for Distributors of Medical Devices aims at ensuring the protection of health and safety of patients and users.
- 8.2 In case of an incident, the Customer shall be under a duty to inform GBO immediately thereof. GBO shall be responsible for taking further action and, in the course thereof, is also under a duty to report the incident to the competent authorities in accordance with applicable regulations.
- 8.3 The Customer shall comply with the instructions of GBO.
- 8.4 In case of a notifiable incident concerning GBO's products, the Customer may only communicate with the competent authorities with GBO's prior written consent. The Customer shall keep GBO regularly informed of any direct contact with authorities.

## 9. Vigilance Recall System for Medical Devices (applicable only if the Customer is also a GBO Dealer<sup>1</sup>)

- 9.1 The Customer is aware that GBO is under a duty to be able to trace individual Deliverables including those sold to the Customer's customers (users). The Customer shall be under a duty to keep records enabling GBO to trace individual Deliverables sold to the Customer. The Customer shall be under a duty to retain such records for a period of 12 (twelve) years, commencing from the date of delivery to the Customer's customer. The Customer must ensure a corresponding system with its own customers. The Customer shall take all

necessary steps to support GBO to identify at all times the location of individual Deliverables or the customers of such Deliverable. Such obligation is not affected by the termination of the contract subject to these GTC with the Customer.

- 9.2 GBO shall initiate a product recall if there is a risk that the use of the Deliverables could result in death, serious bodily injury or impairment of health of a user.
- 9.3 The Customer shall be responsible for informing its customers of relevant recall procedures as provided by GBO.
- 9.4 Customer's customer shall confirm the receipt and acknowledge the information provided via fax or e-mail to the Customer within a period of 10 (ten) days. Otherwise, the customer must be informed again by the Customer.
- 9.5 The Customer shall collect such confirmations and deliver the same to GBO.

## 10. Liability

- 10.1 GBO shall be liable for its own fault and for the fault of its vicarious agents. Liability based on minor negligence shall be precluded unless the related claims are mandatory claims arising from causation of death, physical injury and/or damage to health.
- 10.2 GBO's liability in relation to the Customer in respect of all claims under any contract subject to these GTC, whatever the legal grounds therefor and taking into account the regulation in Section 10.1, shall be limited to the purchase price of the Deliverables or – in so far as this shall not be possible on the basis of statutory provisions – a maximum of the simple total of GBO's business liability insurance, whereby this shall not exceed EUR 2.000.000,00 (two million euros).
- 10.3 Under no circumstances shall GBO be liable (whether on the basis of contractual liability, liability in tort or other liability) for: (i) loss of profits; and/or (ii) indirect losses or consequential losses; and/or (iii) costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees resulting from an infringement (alleged or in fact) of third parties' intellectual property rights or rights in connection with the use of the Deliverables; and/or (iv) damages resulting from changes the Customer made to the Deliverables or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, irrespective of whether or not the parties, upon conclusion of a contract subject to these GTC, considered such losses, and the same were incurred by the Customer in connection with the said contract and/or fulfilment thereof.
- 10.4 Customer shall fully indemnify, defend and hold harmless GBO and its affiliates (including their officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) ("GBO Indemnitees") from and against
- any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee resulting
    - from changes made to the Deliverables and/or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, and/or
    - from a combination with other products outside the Intended Use and/or any other Instructions (both a. and b. a "Customer Claim");
  - any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee arising – also but not limited to – in case of an infringement of intellectual property rights of third parties and/or in case of an indirect infringement of property rights caused by actions of or the use by the Customer as described in Section 10.4 (i) (a "Customer Claim");
  - any and all actions, allegations, claims, causes of actions and/or demands by a third party against any GBO Indemnitee arising if GBO produces the Deliverables in accordance with specifications, drawings, specimens or other documents provided by the Customer which infringe rights, in particular intellectual property rights, of third parties (a "Customer Claim");
  - all costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees, arising from or related to a Customer Claim; at GBO's request, the Customer shall make advance payments for anticipated reasonable attorney's fees and legal costs of preparation, defense, investigation and proceedings. The liability of the Customer shall also include the costs for out-of-court dispute settlement attempts and in any case reasonable costs of legal representation; and
  - any costs or expenses, including any attorneys' fees and litigations costs and expenses, incurred by a GBO Indemnitee to (1) defend a Customer Claim (but only to the extent Customer does not timely assume the defense thereof) and (2) enforce Customer's defense and/or indemnification and hold harmless obligations under this section, which amounts shall be deemed to arise from and relate to a Customer Claim.

## 11. Confidentiality

- 11.1 All information disclosed by GBO within the framework of a contract subject to these GTC shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or, by its nature, is clearly non-confidential. All rights in the confidential information shall be reserved to GBO and title thereto shall continue to be held by GBO.
- 11.2 Nothing in these GTC or in a contract between GBO and the Customer shall be interpreted as granting the transferring any rights to confidential information by transferring ownership rights in the Deliverables.
- 11.3 No confidential information may be disclosed to third parties without GBO's prior written consent.
- 11.4 Publications of the Customer in respect of or in connection with Deliverables require GBO's prior written consent.
- 11.5 The duty of confidentiality will survive the termination or expiry of a contract subject to these GTC.

## 12. Compliance (applicable only if the Customer is also a GBO Dealer<sup>1</sup>)

- 12.1 The Customer agrees at all times during this Agreement to comply with the Greiner Code of Conduct, [https://www.greiner.com/fileadmin/user\\_upload/Downloads\\_Dokumente/8\\_2020\\_Code-of-Conduct\\_EN\\_web.pdf](https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf) as well as the Greiner Code of Conduct for Suppliers and Business Partners <https://sustainability.greiner.com/lieferanten/> as amended from time to time and all applicable and valid laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as applicable antitrust, competition and anti-corruption laws. Neither the Customer, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates.

<sup>1</sup>Dealer shall be a deemed natural person or legal entity engaged in the resale of products to third parties, in particular end customers, in its own name and for its own account.

- The Customer agrees that its own contractual partner will adhere to principles at least comparable to those of the Greiner Code of Conduct. GBO reserves the right to inspect the Customer at any time during business hours, upon prior written notice, with respect to compliance with the terms of these GTC and all applicable laws and regulations, including the Greiner Code of Conduct.
- 12.2. The Customer is aware that some territories, legal entities and/or natural persons are subject to sanctions and/or embargoes under various jurisdictions (under e.g. US law, EU law, national law). The Customer is obliged to (i) conduct sufficient due diligence and closely monitor its customers at all times and (ii) to ensure by means of adequate standards that it does not supply Deliverables to legal entities, natural persons and/or territories subject to applicable sanctions and/or embargoes or (iii) otherwise act in violation of applicable sanctions and/or embargoes and/or in a manner that would expose the Customer and/or GBO to potential export or sanctions penalties.
- 12.3. The Customer is especially obliged to comply with applicable national and international (re-)export control regulations, including embargoes, sanctions and other restrictions on the movement of goods or technology, when passing on Deliverables supplied by GBO to third parties. In addition, when selling, supplying, transferring or exporting to a third country, with the exception of partner countries listed in Annex VIII to Regulation (EU) No 833/2014, the Customer is contractually prohibited from re-exporting to Russia and re-exporting for use in Russia any Deliverables as listed in Annexes XI, XX and XXXV to Regulation (EU) No 833/2014, common high priority items as listed in Annex XL to Regulation (EU) No 833/2014, or firearms and ammunition as listed in Annex I to Regulation (EU) No 258/2012 (together the **Restricted Items**). In addition, the Customer is obliged to ensure that its own contractual partners do not re-export the Restricted Items to Russia or to re-export the Restricted Items for use in Russia (together with the previous two sentences the **Re-Export Restrictions**). The Customer must also take reasonable steps to ensure that its own contractual partners address and pass on the Re-Export Restrictions within the supply chain. The Customer agrees that the mentioned Guidelines and Annexes are to be considered in the currently valid version.
- 12.4. In the event of a breach of the Re-Export Restrictions, the Customer undertakes to immediately cease the breach. In particular, the Customer agrees to take immediate adequate remedies and to cooperate with GBO in developing and implementing strategies to terminate and mitigate the breach. Such adequate remedies may include, in particular, conducting an internal investigation, implementing enhanced monitoring procedures, providing additional training to relevant personnel, revising internal policies, or revising existing contracts with the Customer's own contractual partners to ensure strict compliance with the Re-Export Restrictions. In addition, upon request, the Customer is obliged to provide GBO with corresponding proof and documentation regarding the implementation of any remedial measures.
- 12.5. If any Restricted Items are, directly or indirectly, re-exported to Russia or are re-exported for use in Russia, or if the Customer has knowledge or reasonable cause to suspect that the Re-Export Restrictions have been or may be violated, the Customer must immediately notify GBO in writing. In addition, upon request, GBO reserves the right to audit and inspect relevant books and financial records of the Customer to verify the Customer's compliance with the Re-Export Restrictions. The Customer shall provide any information and assistance as GBO may reasonably require for such audit, including access to key personnel.
- 12.6. In the event of non-compliance, GBO reserves the right to terminate contracts subject to these GTC at any time and with immediate effect by written notice to the Customer and the Customer shall not be entitled to file any legal and/or contractual claims, such as but not limited to compensation and/or damage claims. Unless otherwise stipulated by mandatory law, the Customer agrees to indemnify, defend and hold harmless GBO and its Affiliates (including their officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) in full from and against all actions, claims, allegations, demands, damages, losses, costs and expenses, including reasonable attorney's fees, which GBO may incur to the extent that such claims arise out of or result from violation of provision 12 of these GTC and/or such claims are made from third parties. At GBO's request, the Customer shall make advance payments for anticipated reasonable attorney's fees and legal costs for investigations and proceedings.
- 13.6 If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.
- 13.7 These GTC and all contracts subsequently concluded between GBO and the Customer (out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Customer subject to these GTC) shall be exclusively governed by and construed under Austrian law with the exclusion of any conflict of law provisions (such as the Austrian Act on Private International Law (Internationales Privatrechtsgesetz, IPRG)), the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and any statute implementing this convention.
- 13.8 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Customer subject to these GTC, including related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects ("Dispute"), shall be settled by the competent court in Steyr, Austria, having jurisdiction over the subject-matter. Particularly with respect, but not limited, to Customers outside the European Union, GBO may, at its sole discretion, alternatively, submit a Dispute for final settlement under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules; in case GBO submits a Dispute for final settlement under the Rules of Arbitration of the ICC and in case the amount in dispute accrues to more than EUR 1.000.000,00 (one million euros), either party may opt for a tribunal with three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall in each case be Vienna, Austria. The language of the arbitration shall be English. To avoid any misunderstandings it is expressly agreed that the governing law of this arbitration agreement shall be exclusively Austrian law without regard of the conflict-of-law rules. The decision and/or award rendered by the arbitrator(s) shall be written, final and non-appealable. The losing party shall bear all the costs of arbitration including the fees and expenses of the arbitrator(s) and, in particular, pay the costs of the successful party (in particular attorneys' and expert fees).
- 13.9 The Customer shall not pass on to customers and/or third parties its access data relating to GBO web portals. In the event of departure of an employee from the Customer, GBO shall be immediately notified, and the said employee's access data must be immediately amended. The Customer shall change its passwords at regular intervals.
- 13.10 GBO applies privacy policy according to its Data Privacy Statement at [https://www.gbo.com/en\\_AT/datenschutz.html](https://www.gbo.com/en_AT/datenschutz.html).
- 13. Miscellaneous**
- 13.1 **MILITARY NON-USE DECLARATION:** The Customer hereby guarantees that the Deliverables are not to be used for the development, manufacture, handling, operation, maintenance, storage, detection, identification or proliferation of weapons or armaments. The Customer guarantees not to resell or transfer any of the Deliverables provided by GBO to third parties that do not comply with the same requirement. This also includes any subsidiaries, agents, and related parties with whom the Customer cooperates. Furthermore, the Customer guarantees and warrants that all Deliverables sourced from GBO are used solely for medical and humanitarian purposes. In the event of any indication of non-compliance, GBO reserves the right to stop any delivery to the Customer at any time and with immediate effect by written notice to the Customer. In such case, the Customer shall not be entitled to file any legal and/or contractual claims, such as but not limited to compensation and/or damage claims.
- 13.2 The Customer grants GBO, as well as all affiliated companies of GBO, the right to name the Customer as a reference customer by using first/last name or company name, address and company logo. This right is granted free of charge and is unlimited in time, space and content. The Customer can revoke this consent at any time in writing to GBO (e.g. via email). The legality of the naming as reference customer up to the revocation is not affected by the revocation of the consent. GBO will remove, under consideration of their legitimate interests, as far as economically reasonable and/or technically possible, publications already arranged before receipt of the revocation declaration of the Customer.
- 13.3 The Customer is not entitled to assign any claims to third parties arising out of or in connection with any contract with GBO without GBO's prior written consent and any assignment in violation of this provision is null and void.
- 13.4 GBO, as well as all companies with which GBO is directly or indirectly associated by way of a holding constituting at least 50% (including sister companies), shall be entitled to undertake offsetting in respect of claims which may or may not be due and payable, including future claims, held by GBO against the Customer or held by the Customer against GBO.
- 13.5 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, company or joint venture of any type. Neither party shall be entitled to act as representative of the respective other party for any purpose whatsoever and/or to commit the respective other party or to give undertakings on behalf of the other party. In the event of termination of the contract, the Customer shall not be entitled to any consideration, indemnification, or remuneration of costs of market development or amortized or non-amortized investments.