

SALES AND DELIVERY CONDITIONS



These **SALES AND DELIVERY CONDITIONS** apply exclusively to legal transactions between M.C.I. Metaldecken Produktions-GmbH (hereinafter "M.C.I.") and businesses. All offers, sales, deliveries, and services by M.C.I. to businesses (hereinafter referred to as "Customer(s)") are carried out on the basis of the following conditions, even if they are not expressly referenced. Changes and deviations are only legally valid if they have been expressly agreed in writing with M.C.I. Order acceptances and confirmations are made on the basis of these sales and delivery conditions. The Customer's general terms and conditions are explicitly excluded from forming the basis of the contract for both the present legal transaction and the entire business relationship.

M.C.I. specializes in the production of metal ceilings and functional ceilings. The production and delivery of metal ceilings and functional ceilings are based on the quality standards applicable at the time of production as stated in the "Technical Handbook for Metal Ceilings," published by TAIM e.V. – Association of Industrial Metal Ceiling Manufacturers (available for download at: <https://taim.info/downloads/>).

The Customer must either possess the necessary knowledge, skills, and experience in planning (e.g., necessary piping), design, calculation (e.g., necessary wall systems), and installation of metal ceilings and functional ceilings, particularly system ceilings and climate control ceilings, or must obtain this knowledge, skills, and experience by commissioning appropriately qualified specialists.

Production and delivery are based on the specifications, information, and documents provided by the Customer or their representatives, as well as the execution plans drawn up based on these specifications. The Customer alone is responsible for the accuracy and completeness of the specifications, information, and documents provided by them or their representatives. M.C.I. is not obligated to verify the accuracy and completeness of these specifications, information, and documents, nor their compliance with actual conditions. M.C.I. will only review them for obvious defects and errors and issue a warning; M.C.I. has no further duty of care beyond this. To the extent legally permissible, M.C.I. excludes liability for damages resulting from insufficient or incorrect review or assessment.

If execution plans are drawn up by M.C.I. at the Customer's request, the Customer must promptly reimburse M.C.I. for the reasonable costs incurred if the intended contract between the Customer and M.C.I. is not concluded.

If execution plans are provided by the Customer to M.C.I., these are the basis for M.C.I.'s order confirmation, which summarizes the contract terms. If execution plans are drawn up by M.C.I. at the Customer's request, these will, after technical acceptance by the Customer, form the basis for M.C.I.'s order confirmation, summarizing the contract terms.

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The content of the contract between M.C.I. and the Customer is summarized in M.C.I.'s order confirmation. The contract is concluded when the Customer confirms the order confirmation in writing.

To avoid discrepancies in color and gloss between different coating batches, all material for the relevant ceiling surface should be ordered in one batch. If this is not possible, mixing partial deliveries during installation should be avoided.

1. Offers/Prices/Adjustment of Conditions:

M.C.I.'s offers are, unless expressly stated otherwise, non-binding and without obligation, ex-works M.C.I. The prices quoted are net prices, exclusive of VAT.

Costs for packaging beyond the original packaging, transport, loading, freight, customs duties, taxes, and any (requested) insurance are borne by the Customer. M.C.I. charges a deposit for Euro pallets and pipe stands. M.C.I. will refund the deposit if the Customer returns the Euro pallets and pipe stands undamaged. Other packaging materials must be disposed of by the Customer at their own expense.

Moreover, binding offers or prices offered by M.C.I., unless otherwise stated, are valid for one month from the date of the offer.

If M.C.I. has committed to specific prices and/or conditions, these are subject to the explicit condition that price-determining factors beyond M.C.I.'s control (such as raw material prices, collective wage agreements) do not change subsequently. If such changes occur, M.C.I. reserves the right to adjust prices accordingly, with prompt notification to the Customer.

2. Delivery/Performance:

Delivery and performance periods commence upon contract conclusion or, in cases where the Customer must provide preliminary services, not before these are fulfilled. Such preliminary services may include further specifications, the submission of documents, the provision of bank guarantees and letters of credit, down payments, etc.

Unless otherwise expressly agreed, delivery and performance periods and dates are approximate. M.C.I. will strive to meet these deadlines. If M.C.I. significantly exceeds these, the Customer has the right to set an appropriate grace period, after which they may either withdraw from the contract or demand performance.

M.C.I.'s delivery and performance periods are reasonably extended in cases of labor disputes (such as strikes, lockouts, work stoppages), unforeseen difficulties in procuring raw or auxiliary materials or energy, production defects or execution errors, or in the event of unforeseen obstacles beyond M.C.I.'s control, such as force majeure, armed conflicts, government interventions and prohibitions, transport or customs delays, or transport damage, provided these obstacles significantly affect completion and delivery. This also applies if such circumstances arise for subcontractors or suppliers. The beginning and end of

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such measures and obstacles will be communicated to the Customer by M.C.I. as soon as possible. In the event of changes or specifications agreed upon later, the delivery or performance period is likewise extended appropriately. M.C.I. is also entitled to charge for any additional costs incurred as a result of such changes. If the delivery or performance is delayed due to reasons within the Customer's sphere, M.C.I. is entitled to charge for the costs, services, and expenses incurred as a result. Additionally, production may result in necessary overproduction, and the Customer will be charged for such production-related overdeliveries. The maximum allowable overdelivery depends on the quantity ordered and is as follows:

Order Quantity Maximum Additional Units

1 to 10 units	1 unit
11 to 50 units	2 units
51 to 100 units	3 units
101 to 500 units	5 units
Over 500 units	10 units

If no unit count applies due to production conditions, an overdelivery of +10% is acceptable to the Customer.

If M.C.I. has notified the customer that the ordered product is ready for shipment or collection, the customer is obligated, regardless of their payment obligation, to arrange for the acceptance of the goods within 14 days of notification. If the goods are not accepted within this period, M.C.I. is entitled, at its discretion, to store the goods at the customer's expense and risk. Packaging materials will be charged and will only be taken back by M.C.I. in accordance with statutory obligations. For goods delivered on pallets, M.C.I. charges a pallet deposit. Upon return of the Euro pallets and support rods in good condition, the deposit collected by M.C.I. will be refunded. The collection of pallets by M.C.I. will be charged separately.

3. Fulfillment, Transport, and Transfer of Risk:

The place of performance and delivery is determined by M.C.I.'s choice. Unless otherwise agreed, the place of performance and delivery is M.C.I.'s factory. Upon handover (or in the event of acceptance default, upon readiness for handover), the risk, including the risk of accidental loss, passes to the customer. If delivery to another location is agreed (§ 429 ABGB), the risk transfers to the customer upon handover to the carrier, freight forwarder, or other authorized or designated shipper, with M.C.I. being entitled to choose the shipping method and the appointed shipper in the absence of specific instructions from the customer, without liability for this choice. M.C.I. itself is considered an authorized shipper. If delivery to another location is not carried out by M.C.I. itself, the delivery will be arranged by M.C.I. at the customer's expense. If delivery to another location is agreed, it will be made without unloading. Unloading is the customer's responsibility. The customer must ensure that a suitable storage area is available

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directly next to the delivery vehicle; if the customer fails to do so, any resulting costs are the customer's responsibility. The customer must arrange for the unloading of the delivery vehicle without delay. Delays in unloading are the customer's responsibility and will be charged to the customer. If unloading by the deliverer is expressly agreed, it will be charged separately. Unloading means placing the goods on a suitable storage area provided by the customer directly next to the delivery vehicle. Any services beyond this require a separate agreement on a case-by-case basis and will be charged separately. Delivery to another location is subject to the condition that the delivery vehicle (usually trucks) can access the location legally and without obstruction. Failure to deliver due to lack of permitted access or a suitable storage area is considered a default in acceptance. Special agreements must be made for rail, ship, and air transport. If delivery to another location is agreed, M.C.I. is entitled to hand over the goods to third parties acting on the customer's behalf at the delivery site. M.C.I. is under no obligation to verify the third party's authority. The customer remains obligated to pay for the goods even if the third party was not authorized, unless M.C.I. knew that the third party was not authorized.

4. Warranty:

M.C.I. provides a 12-month warranty that the goods or services are free of defects at the time of risk transfer and conform to the agreed specifications in terms of type, quality, and quantity. This warranty is subject to the timely assertion of claims in court.

The information and assurances regarding product properties, such as calculations, measurements, material specifications, average consumption values, test results, and certificates, provided in third-party publications such as catalogs, brochures, circulars, advertisements, images, price lists, etc., do not create any warranty obligations for M.C.I. The expert examination of the suitability of the goods or services upon ordering, especially in relation to the specific project, as well as the assessment of the resulting requirements, is the customer's own responsibility. To the extent permitted by law, M.C.I. excludes liability for damages resulting from inadequate or incorrect examination or assessment. Samples and models of goods are only approximate representations of quality, dimensions, and color and do not constitute a guarantee of specific characteristics.

Slight color variations may occur during production. Color differences are measured using the CIE-Lab method in accordance with EN ISO 11664-4. These must be accepted by the customer if, for white tones, the ΔE difference is ≤ 1.0 . For colored tones, larger deviations must be accepted. A greater tolerance than $\Delta E \leq 1.0$ is possible and must be accepted when combining different deliveries.

Metallic tones and certain other effect surfaces cannot be evaluated using standard measuring tools. In such cases, a purely visual color comparison is used. Due to the different orientation of pigments in metallic tones, the color may vary depending on the viewing angle. These physical characteristics cannot be influenced by the coating process and are not grounds for complaint.

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Additionally, there may be variations in gloss levels during production. Gloss level is determined according to the measurement method in EN ISO 2813, with a typical measurement angle of 60°. The following tolerance guidelines (GE = Gloss Units) apply:

- Matte (0 - 30 GE): ± 4 GE variation
- Semi-gloss (31 - 70 GE): ± 5 GE variation
- High-gloss (70 - 100 GE): ± 6 GE variation

These gloss level deviations must be accepted by the customer.

For subsequent deliveries after extended periods, greater deviations in color tone and gloss level must be accepted. The same applies if identical color tone/gloss level deliveries are not possible due to changed technical conditions (e.g., new environmental protection laws).

It is the customer's responsibility to provide expert evidence of exceeding the color tone or gloss tolerance. Any associated costs shall be borne by the customer and will not be reimbursed.

The customer is obligated to inspect the goods or services immediately and notify any defects or complaints in a prompt, specific, and written manner (§ 377 UGB). Complaints must be noted on the delivery note, or on the waybill if delivered by a carrier. A claim based on defectiveness is excluded if the customer fails to meet the obligation to promptly inspect the goods and does not notify the defect immediately – or, in the case of a hidden defect, as soon as it becomes apparent – in writing and in specific terms. The customer is also obligated to open the packaging units for inspection of the goods.

Furthermore, M.C.I. provides no warranty in cases of improper and/or faulty planning by the customer or third parties (e.g., necessary piping), improper and/or faulty design and/or calculation (e.g., necessary wall systems), improper and/or faulty storage, export, use, handling, processing, installation, or commissioning by the customer or third parties, natural wear and tear, use of unsuitable operating materials, failure to follow instructions related to the product or service, modifications made to the product, exposure to unsuitable chemical, electrochemical, electrical, or other physical influences on the product, or improper repairs and/or similar situations.

If M.C.I. is obligated to provide warranty, it has the right to choose between free repair or new/replacement delivery by M.C.I.; if the warranty obligation of M.C.I. concerns planning services provided by M.C.I., M.C.I. has the right – as far as feasible and with reasonable effort – to rectify the defect and thus fulfill its warranty obligation. Replaced parts/products become the property of M.C.I. The customer must allow M.C.I. the necessary time and opportunity to carry out all repairs or new/replacement deliveries chosen or deemed necessary by M.C.I., or the customer will lose any claim for defectiveness. This must take into account M.C.I.'s required lead time, which is at least 2 – 4 weeks.

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Only in cases where operational safety is endangered or to prevent disproportionately large damages, where M.C.I. cannot remedy the defect – and for which the customer bears the burden of proof and must immediately notify M.C.I. – does the customer have the right to remedy the defect themselves or through third parties and claim reimbursement of the necessary reasonable costs from M.C.I. If parts/goods supplied by M.C.I. are replaced, the obligation to reimburse these costs requires the prior handover of these parts/goods to M.C.I. They become the property of M.C.I.

Further claims by the customer are excluded unless otherwise specified in the following paragraph.

To clarify the provisions of the ABGB, the following is agreed: If, despite repeated – at least two – warranty measures by M.C.I., the defect is not rectified and further repairs are unreasonable, the customer is entitled – if possible in agreement with M.C.I. – to demand rescission or reduction. Under this condition, the customer is also alternatively entitled to rectify the defect themselves or through third parties and claim reimbursement of the necessary reasonable costs from M.C.I.; if parts/goods supplied by M.C.I. are replaced, the obligation to reimburse these costs requires the prior handover of these parts/goods to M.C.I. They become the property of M.C.I. In case of refusal, impossibility, failure, or unreasonable delay in rectifying a defective planning service, the customer is entitled to demand a price reduction.

Further claims by the customer are excluded.

For a replacement part or repair, the warranty period is 3 months (warranty conditions otherwise as stated above); however, it runs at least until the expiration of the original warranty period for the delivered item. The return of replaced parts/products is at the customer's expense.

If planning services are provided by M.C.I. at the customer's request, M.C.I. is not liable for the accuracy and/or completeness of the specifications, information, and documents provided directly and/or indirectly by the customer. M.C.I. will only check for obvious defects and errors and provide a warning; M.C.I. is not obligated to exercise any further duty of care. As far as legally permissible, M.C.I. excludes liability for damages resulting from inaccuracies and/or incompleteness of the specifications, information, and documents. M.C.I. is also not obligated to verify the accuracy and/or completeness of the information or its conformity with actual conditions. The customer is liable to M.C.I. for ensuring that the use of the specifications, information, and/or documents provided by the customer does not infringe third-party intellectual property rights.

The presumption of § 924 ABGB and the customer's right of recourse against M.C.I. under § 933b ABGB are excluded.

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5. Exchange/Return: In principle, goods are neither exchanged nor returned. M.C.I. will only deviate from this rule in exceptional cases and expressly so. In such an exceptional, merely explicitly agreed case, the following conditions apply: The goods must be standard items (such as hoses). The goods must be in their original packaging, completely undamaged, and in fully, not merely price-reduced, resalable condition. M.C.I. charges handling fees amounting to 15% of the original purchase price.

6. Payment: Payment and discount deadlines apply from the invoice date. Unless otherwise stated, payment is due immediately upon receipt of the invoice. Incoming payments will first be applied to any ancillary costs (fees, interest, etc.) that are immediately due, regardless of any stated purpose of the payment. Remaining amounts will be applied to the oldest claims for deliveries or services. Discount deductions will only be recognized if made in the agreed amount and within the agreed period, and no other dues are outstanding. In case of late payment, default interest of at least 9.2 percentage points above the base interest rate of the Austrian National Bank will be charged. In the event of court proceedings due to late payment, bankruptcy, or insolvency, all individual claims will become due immediately. Furthermore, M.C.I. is released from all further performance and delivery obligations in cases of non-compliance with payment terms by the customer, particularly in cases of default, and is entitled to withhold outstanding deliveries and services, demand advance payments or securities, or withdraw from the contract. The withholding of payments or the offsetting by the customer based on counterclaims is excluded. In case of judicial and extrajudicial recovery, incoming payments will first be applied to costs, then to interest, and finally to the outstanding principal.

7. Retention of Title: The delivered goods remain the property of M.C.I. until all claims from the delivery (invoice amount plus any interest and ancillary costs) are paid in full. Goods manufactured for a specific project, even if ordered, delivered, and invoiced in stages, are considered a single order. In such cases, the retention of title for all these goods expires only when all claims from this single delivery are settled. In the event of default or insolvency of the customer, M.C.I. is entitled to repossess the goods subject to retention of title without withdrawing from the contract. M.C.I. is also entitled to charge appropriate transport and handling costs. The customer hereby assigns their claims against third parties, arising from the resale, processing, combination, or mixing of the goods, as security to M.C.I. until all claims are satisfied. Until the retention of title expires, the goods may not be pledged or otherwise encumbered. M.C.I. is entitled, at any time, to request information about the assigned claims, notify third parties of the assignment, and collect the claims themselves.

8. Compensation, Laesio Enormis: M.C.I. acts as a producer. The customer is responsible for specifying and clarifying their order. The expert review, especially in relation to the specific project in question, whether any resulting changes are necessary, is the sole responsibility of the customer. Compensation for breach of a pre-contractual duty to warn can only be provided if the customer has detailed their intended use of the products to be delivered in writing before placing the

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order, and if M.C.I. has explicitly confirmed the suitability of the product for this specific use in writing or via email.

Any recourse claims made by the customer or third parties against M.C.I. under the Product Liability Act are excluded unless the party entitled to recourse proves that the defect was caused at least through gross negligence on the part of M.C.I. This includes recourse under § 12 PHG (Austrian Product Liability Act) as well as general recourse provisions (in particular § 1358 ABGB). The customer commits to not reselling, transferring, selling, or passing on the goods purchased from M.C.I. to individuals who are not entrepreneurs and who do not use the goods in their business.

If M.C.I. is required to provide planning services at the customer's request, the customer is obligated to provide all necessary specifications, information, and documents in a timely manner. The customer alone is responsible for the accuracy and completeness of this information. M.C.I. is not obligated to verify the correctness or completeness of the information, nor its compliance with actual circumstances. M.C.I. will only check the provided information for obvious defects and errors and warn the customer if such are detected; no further duty of care is assumed by M.C.I. To the extent legally possible, M.C.I. excludes liability for damages arising from inaccuracies or incompleteness in the provided information or documents. The customer is liable to M.C.I. for ensuring that the use of the specifications, information, and/or documents provided by the customer does not infringe on third-party rights.

To the extent legally permissible, M.C.I. excludes the presumption of fault (§ 1298 ABGB).

M.C.I. is liable for its own negligence and that of its agents only in cases of gross negligence. Liability for minor negligence is excluded.

Liability for personal injuries applies even in cases of minor negligence and is not limited by the following provisions.

In the event of liability, M.C.I. is only liable for damages that are typical of the contract and reasonably foreseeable. M.C.I. is not liable for damages that cannot be insured. M.C.I. is not liable for third-party lost profits, for legal fees resulting from disputes between the customer and their contractual partners, or for damages, particularly financial losses, incurred by the customer due to their own or subcontracted work, including expenses related to repair or replacement.

If, contrary to the above exclusion of liability for minor negligence, M.C.I. is still held liable for minor negligence, the maximum compensation liability of M.C.I. is limited to 10% of the contract value of the specific contractual agreement between M.C.I. and the customer; for a specific project carried out by M.C.I., deliveries, even if ordered, delivered, and invoiced in stages, are considered as a single contractual agreement.

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M.C.I.'s liability for damages towards the customer's buyers is excluded to the same extent as it is towards the customer. The customer is therefore obliged, in case of resale, to limit any potential compensation claims from their buyers accordingly. In the case of exporting products to countries outside the European Union, all compensation and warranty claims, to the extent permissible, are excluded.

Claims for indemnity due to "disproportionate loss" (§ 934 ABGB) against M.C.I. are excluded.

9. Withdrawal from the Contract:

M.C.I. is entitled to withdraw from the contract in the following cases, without prejudice to any other contractual or legal rights: If insolvency proceedings are initiated against the customer's assets, M.C.I. is entitled to withdraw from the contract after six months from the opening of the insolvency proceedings without needing a valid reason; before the six months expire, withdrawal is only permitted for significant reasons not excluded by law. Before the delivery of goods, M.C.I. is also entitled to withdraw from the contract at any time if a substantial error occurred in the calculation of the offer or the price information; the customer has no claims against M.C.I. in such cases.

The customer's cancellation of an order due to M.C.I.'s slight negligence or resulting compensation claims against M.C.I. are expressly excluded.

10. Invalidity:

If any provision or part of a provision of these terms and conditions is found to be invalid, the validity of the remaining provisions will not be affected. Invalid provisions or parts thereof are to be replaced by those provisions that most closely reflect the purpose of the invalid regulation. These terms and conditions form an integral part of any contract, framework agreement, or arrangement concluded with M.C.I.

Any terms and conditions provided by the customer, particularly purchase conditions, that conflict with these sales and delivery terms, are entirely invalid. Silence on M.C.I.'s part or any delivery/service with knowledge of such conditions does not imply acceptance or tacit submission.

If the customer objects to these terms and conditions and/or attempts to apply their own terms to the contract, the contract will not come into effect unless the customer accepts, upon receiving M.C.I.'s order confirmation, that M.C.I.'s terms will apply, or both parties expressly agree otherwise.

11. Choice of Law, Jurisdiction:

The legal relationships between M.C.I. and the customer are governed exclusively by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. For all legal disputes arising from these legal relationships, the courts of Vienna, Innere Stadt, are exclusively competent, to the extent legally permissible.

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12. Data Protection, Authorization of M.C.I., Confidentiality Obligations of the Customer

The data of the customer and their company related to the business relationship (e.g., name, designation, company, geographical address, addresses, phone numbers, fax, email addresses, order, delivery, and billing addresses, and VAT identification number) as well as other data necessary for the business relationship, contract fulfillment, pre-contractual measures, protection of legitimate interests, and fulfillment of legal obligations, including:

- representation authorizations, powers of attorney for the customer, names and business contact details (phone, email, address), birth dates and functional data of employees, representatives, members of the management, owners of the customer; business contact details (phone, email, address), birth date, financial status of the customer as a natural person, and further:
- purchase limits, contract data, order data, delivery data, invoicing data, payment data, reminder data, collection data, open accounts lists, profit and loss statements, annual financial statements, asset statements, risk assessments, etc.

are processed by M.C.I., particularly with automated support.

These data are processed for the purposes of the business relationship with the customer, contract fulfillment, pre-contractual measures, protection of legitimate interests, and fulfillment of legal obligations by M.C.I. It may be necessary for these data to be processed (also) by another company within the M.C.I. group, by data processors, suppliers, as well as freelance agents or representatives, particularly with automated support.

M.C.I. has obligated its employees to maintain data confidentiality in accordance with § 6 of the new Data Protection Act.

M.C.I. deletes personal data when further processing or storage is no longer required for the purposes for which they are processed.

Regarding any claims for deletion and/or correction, reference is made to the legal provisions, particularly the provisions of the General Data Protection Regulation (GDPR) concerning natural persons.

The customer expressly authorizes M.C.I. to obtain information about them, particularly regarding their financial situation, from third parties (such as banks and creditor protection associations) and to process these data, particularly with automated support, as previously described. Upon request, the customer will promptly provide any necessary releases from banking confidentiality or confidentiality obligations with third parties.

The customer explicitly agrees and authorizes M.C.I. to transfer any data concerning them, their company, and/or any company affiliated with them to insurance companies, as required for the insurance of M.C.I.'s claims against the

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customer, to creditor protection associations as required for the protection of creditor interests, and to credit institutions as required for the assessment of M.C.I.'s creditor risk.

The customer agrees that any correspondence, data communication, and/or data exchange related to the business relationship and necessary for contract fulfillment, pre-contractual measures, protection of legitimate interests, and fulfillment of legal obligations by M.C.I. will also be carried out via email, messaging services, and similar means.

The customer also agrees that any correspondence, data communication, and/or data exchange necessary for the business relationship, contract fulfillment, pre-contractual measures, protection of legitimate interests, and/or fulfillment of legal obligations by M.C.I. will also be carried out via email, messaging services, and similar means.

The customer, in turn, is obliged to maintain confidentiality regarding any information they become aware of in connection with the contractual relationship with M.C.I. and/or any company affiliated with it, unless the information is generally known or has been lawfully obtained by other means. This applies particularly to orders placed with M.C.I. and deliveries made by M.C.I., as well as the resulting work, which the customer must treat as trade secrets and handle confidentially. The customer's obligation to maintain confidentiality also applies specifically to personal data concerning M.C.I. (e.g., employees, shareholders) or third parties, information according to § 38 of the Banking Act, and any other such information that the customer becomes aware of in connection with the contractual relationship with M.C.I.

The customer must protect all such information and results, particularly from third-party access. The customer must comply with legal data protection provisions, especially the GDPR.

The customer is required to oblige their employees to comply with data confidentiality in accordance with § 6 of the new Data Protection Act.

13. Copyright, Inventions, Technical Improvements, and Similar Matters

Plans, designs, sketches, drawings, constructions, system constructions, patents, trademarks, models, certificates, test reports, key data, diagrams, data sets, and other documents and documentation provided by B+M, including in digital form, hereinafter collectively referred to as "Documentation," remain the intellectual property of M.C.I. or other entitled parties. The customer does not receive any proprietary rights, particularly no rights of use or exploitation. Copyrights and other protective rights are not transferred to the customer. The customer is granted a limited right to use the Documentation for the contractually agreed purpose, provided that the customer fully complies with their contractual obligations to M.C.I. If the customer breaches any of their obligations, the right to use the Documentation lapses entirely.

Regarding product developments, especially product improvements, technical

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improvements, and/or commercially applicable new inventions, hereinafter collectively referred to as "Product Developments," made during the course of the contractual relationship with the customer and/or in connection with cooperation with the customer, all proprietary rights, including the right to apply for protective rights, belong solely to M.C.I., even if the Product Developments originate (in whole or in part) from the customer's sphere (e.g., its employees, staff, subcontractors). The customer is particularly obligated to transfer the rights from individuals in their sphere to themselves and then transfer them to M.C.I. without compensation. The customer must also ensure that all necessary declarations in this regard are promptly made by the customer and/or affected individuals within their sphere upon request by M.C.I.

The customer has a confidentiality obligation concerning the Documentation and the Product Developments as defined in this section 13. The customer is required to ensure that individuals within their sphere strictly comply with this confidentiality obligation.

14. Documentation Requirement

The customer agrees to maintain and store records for a period of at least 10 years from the date of purchase, detailing the use of the goods, specifically whether any mixing or further processing has taken place, and if so, what kind. The customer assures that these records will be made accessible to M.C.I. at any time upon request. In the event of a violation, a strict contractual penalty of €15,000 per violation—irrespective of fault and not subject to judicial moderation—shall be deemed agreed, which M.C.I. may claim regardless of whether damage has occurred or its extent. M.C.I. also reserves the right to claim damages exceeding this amount in the event of any such violation.

MCI Data

M.C.I. Metalldecken Produktions-GmbH
Werner v. Siemens-Straße 2, 7343 Neutal
Phone: +43 2618 27171
Email: office@mci-metalldecken.com
Website: www.mci-metalldecken.com
Company Register No.: FN 211616a (Eisenstadt Regional Court)
VAT No.: ATU52365104

As of December 2024