

§1 Scope of the Terms and Conditions

- 1.1 The following General Terms and Conditions (hereinafter referred to as GTC) apply to all legal transactions between HQS E-Tech GmbH and HQS Electrotechnika Hungaria Kft (hereinafter referred to as HQS) and other companies (hereinafter referred to as the Customer), covering all deliveries of goods and, by analogy, all services provided. The GTC also apply to all future transactions, such as supplementary and follow-up orders, as well as framework agreements, even if not explicitly referenced.
- 1.2 The basis for all legal transactions related to deliveries and services are the INCOTERMS® 2020 (EXW).
- 1.3 HQS conducts legal transactions exclusively based on its current General Terms and Conditions (GTC), which are available on the website (www.hqs-etech.com). The website address with a reference to the GTC is provided to the customer with every offer.
- 1.4 HQS generally does not accept the customer's terms and conditions unless there is written and explicit agreement to the differing or additional terms. This agreement applies exclusively to the transaction for which these differing terms were made.

§2 Offer

- 2.1 The offers provided by HQS are non-binding and subject to change.
- 2.2 Written offers from HQS are only binding if they are explicitly designated as binding.
- 2.3 Binding offers from HQS are valid for a maximum of 30 days unless a different validity period is specified in the offer.
- 2.4 All offer and project documents from HQS may not be reproduced or made accessible to third parties without the consent of HQS. They can be requested back at any time and must be promptly returned to HQS if the order is placed elsewhere.
- 2.5 Documents provided by the customer to HQS are not checked by HQS for accuracy, completeness, or compliance and cannot serve as a basis for any claims for damages against HQS.

§3 Contract Conclusion - Order Confirmation

- 3.1 The contract is only considered concluded when HQS sends a written order confirmation after receiving the order, thereby accepting the order.
- 3.2 Oral or telephone orders from the customer are only valid if they are accepted by HQS through a written order confirmation.
- 3.3 Promises, assurances, and guarantees related to the contract conclusion are only binding through the written order confirmation from HQS.
- 3.4 Any amendments and additions must be confirmed in writing to be valid.
- 3.5 Samples and cost estimates that go beyond an initial non-binding offer are produced or prepared without guarantee and are subject to charges.

§4 Manufacturing Tolerances

The manufacturing tolerances specified by HQS apply to HQS products. The customer has the right to request the manufacturing tolerances from HQS. These manufacturing tolerances are subject to change and the customer will not be automatically notified of such changes.

§5 Provision of Materials by the Customer

- 5.1 If the customer provides materials or other parts for the production of the products ordered from HQS, the customer is required to supply an additional 2% over the ordered quantity, but at least 3 extra pieces.
- 5.2 HQS does not inspect supplied materials or components, but in the event of defects or unsuitability of the provided materials, HQS is entitled to procure appropriate replacements at the customer's expense and/or charge the customer for any additional production costs incurred.

§6 Prices

- 6.1 The prices of HQS are quoted in euros, plus the applicable statutory value-added tax.
- 6.2 For services ordered by the customer that are subsequently modified or added and are not included in the sent order confirmation and therefore not accounted for in the quoted price, HQS is entitled to reasonable compensation. The chargeable price will be determined by HQS using its valid standard billing rates at the time-of-service provision. Furthermore, HQS may charge all incurred costs, including a reasonable surcharge. Upon request, HQS will document the surcharge. All changes and additions must be confirmed in writing by both parties to be valid.
- 6.3 If the delivery time is shortened at the customer's request after the contract has been concluded, all additional costs incurred as a result, such as overtime or increased material costs, will be charged additionally.
- 6.4 Unless a flat rate or exemption has been agreed upon in the order confirmation, packaging, transport, and shipping costs, as well as other fees and any costs for customs and insurance, will be charged to the customer.
- 6.5 Upon delivery, HQS is entitled to a proportional increase in the agreed price if, between the placement of the order and delivery, the costs for raw materials, energy, wages and salaries, duties, taxes, transportation, and other price-relevant costs increase significantly through no fault of its own (especially due to a pandemic and/or the effects of war), thereby raising the cost of production and delivery for the customer. HQS will notify the customer of such a price increase in writing in advance. The customer may then object to the price increase within 10 days of receiving the notice. In the event of an objection, HQS has the option to either withdraw from the contract or deliver at the originally agreed price. If HQS declares withdrawal from the contract due to the objection to the price increase, any further claims by the customer are excluded.
- 6.6 For frame orders, the agreed price is generally subject under reserve.
- 6.7 If HQS produces a prototype or provides a sample delivery, it will be chargeable, and HQS is entitled to a compensation based on the effort involved. Upon receipt of the main order, the additional or extra costs that exceed the amount for the serial production of the product can be credited.
- 6.8 The minimum order value for a purchase order and the minimum shipping order value, excluding VAT (i.e., the net order value), are set at EUR 350.00. For orders below this minimum net order value, HQS will charge additional costs.

§7 Delivery Dates and Deadlines

- 7.1 The delivery dates specified in the order confirmation are generally non-binding. However, HQS will make an effort to meet the estimated delivery time. If the delivery date has been confirmed as binding in the written order confirmation, the conditions outlined in section 7.2 must in any case be fulfilled.
- 7.2 The delivery period will start only after the following conditions have been met:
 - a. Clarification of all technical questions with the customer, including the submission of all required or requested drawings and documents.
 - b. Fulfillment of all technical, commercial, legal, and other requirements or obligations that are the responsibility of the customer, as specified in the contract or that the customer should be aware of due to their expertise or experience.
 - c. Obtaining any third-party approvals required for the execution of the performance, for which the customer is responsible.
 - d. Payment of any required deposit to HQS's account or provision of adequate security before the delivery of the goods.
 - e. Delivery of the components to be supplied by the customer.
- 7.3 The delivery date or delivery period is considered met if the goods are delivered for shipment or handed over to the carrier by the agreed date, or if shipping readiness has been communicated.
- 7.4 If the customer requests changes or additions to the order after it has been placed, the delivery time will be extended by a reasonable period. The extended delivery time will be communicated to the customer in a revised order confirmation.
- 7.5 If HQS is unable to meet binding delivery deadlines due to reasons beyond its control, it will promptly inform the customer and provide the anticipated new delivery date. In any case, the delivery period will be extended by the duration of the events plus a reasonable start-up time. These events include all cases of force majeure, such as armed conflicts, governmental interventions and prohibitions, transportation and customs delays, natural disasters, transport damage, energy and raw material shortages, labor disputes, as well as the failure of a key, irreplaceable supplier or unavailability of performance (including missing, untimely, or defective deliveries by HQS's suppliers, or if HQS is not obligated to procure).
- 7.6 HQS is also entitled to extend the delivery period under these circumstances if they arise with a supplier of HQS, even if the supplier is not responsible.
- 7.7 HQS is entitled to make partial deliveries after prior consultation with the customer and to invoice them accordingly. If the partial delivery is requested by the customer, any additional expenses and costs associated with it will be the responsibility of the customer.
- 7.8 If a frame order with call-off has been agreed upon by the customer, the goods will be considered as called off and payable no later than one year after the order.
- 7.9 Individual partial deliveries under frame orders are considered separate transactions in legal terms. This applies particularly in the event of any impossibility or delay with a partial delivery. In such cases, the customer does not have the right to withdraw from the entire contract or to claim damages.
- 7.10 HQS is entitled to withdraw from the contract in whole or in part if fulfilling the contract becomes unreasonable due to the reasons mentioned in sections 7.5 and 7.6, meaning the delivery period exceeds more than half of the originally agreed timeframe, or at least 6 months, or if the new delivery date provided by HQS cannot be met repeatedly. Unreasonableness does not apply if the performance obstacle due to the reasons mentioned above is foreseeable and only temporary. In such cases, claims for damages against HQS are excluded. In the event of unreasonableness, HQS reserves the right to claim payment for the work performed up to that point.
- 7.11 HQS will promptly reimburse any payments already made by the customer.
- 7.12 If the parties agree on a contractual penalty (penalty) for delivery delays at the time of contract conclusion, it will be regulated as follows. Any deviations from this in specific points will not affect its overall application:
 - a. Due to a delay in performance caused solely by HQS's fault, the customer is entitled to a contractual penalty of up to 0.5% for each completed week of delay, with a maximum total of 5%, based on the value of the part of the overall delivery that cannot be used due to the delay of a significant portion, provided that the customer has incurred damage to that extent.
 - b. Further claims arising from the delay are excluded.
- 7.13 HQS has the right to engage subcontractors for all deliveries and performance components, as long as it informs the customer.
- 7.14 If an order is canceled before shipment, HQS will determine the incurred costs and invoice the customer according to the current rates based on the expenses.
- 7.15 In principle, HQS does not accept returns of deliveries once made, as these are usually custom-made for the customer. Items from properly completed deliveries can only be returned exceptionally if HQS has expressly and in writing agreed to the return in advance. In such cases, the customer must bear the costs of return shipping. This policy also applies to any goodwill returns.

§8 Shipping, Transfer of Risk, Place of Performance, and Acceptance

- 8.1 The shipment of the delivery item is carried out via the most economical shipping method, at the customer's risk and expense. If the customer explicitly requests, HQS will cover the delivery with transport insurance. The costs incurred for this will be borne by the customer.
- 8.2 Unless otherwise agreed, the delivery of goods is considered to be ex works (EXW) according to INCOTERMS® 2020.
- 8.3 For services, the place of performance is the one specified in the written order confirmation, or alternatively, the place where the service is actually provided by HQS.
- 8.4 The risk for a service or an agreed partial service passes to the customer as soon as HQS makes the goods available for collection at the factory or warehouse, hands them over to the carrier, or delivers them personally.
- 8.5 If acceptance has been agreed upon, the goods are considered fully accepted at the latest when they are first used in the customer's business operations.

§9 Payment

- 9.1 Unless otherwise agreed upon in the order confirmation, the payment terms are 30 days net without any deduction.
- 9.2 A discount or an extension of the payment terms must be explicitly agreed upon in writing and will be part of the order confirmation.
- 9.3 If the customer makes unauthorized deductions or reductions, this will result in a delay in payment, and interest on late payments as well as reminder fees, as described in section 9.12 a, will be invoiced.
- 9.4 For the first three orders from a new customer, as well as for orders with a value exceeding €25,000.00, one-third of the price is due upon contract signing or receipt of the order confirmation, one-third after half of the delivery time, and the remaining amount upon delivery.
- 9.5 Down payments, advance payments, or partial payments include the statutory value-added tax.
- 9.6 For partial invoicing, the corresponding partial payments are due upon receipt of the respective invoice.

- 9.7 Payments must be made to HQS's account in the agreed currency, as specified in the order confirmation.
- 9.8 A payment is considered made on the day it becomes available to HQS.
- 9.9 Any acceptance of a check or draft is always on account of payment only. All related interest and expenses (such as collection and discount fees) are to be borne by the customer.
- 9.10 It may be agreed between the contracting parties that the customer is required to open a documentary letter of credit through their bank (or another bank acceptable to us). In this case, it is stipulated that the letter of credit must be opened in accordance with the Uniform Customs and Practice for Documentary Credits, Revision 2007, ICC Publication No. 600 ("UCP").
- 9.11 The customer is not entitled to withhold or offset payments due to warranty claims or other counterclaims, unless these claims have been legally established and recognized by HQS. In this case, the withholding of payment must be based solely on the relevant legal transaction.
- 9.12 If the customer is in default with an agreed payment or other obligation under this or any other transaction, the following shall apply:
- a. If payment is made after the agreed payment term has expired, HQS is entitled to charge interest on the outstanding amount at a rate of 10% above the applicable base interest rate, plus VAT. HQS may also charge for any incurred reminder fees, collection costs, attorney's fees, and any other damages caused by the delay, as well as any proven higher interest. For each reminder, HQS will invoice €10 plus VAT to cover its expenses.
 - b. Any agreed discount on new invoices is not permitted if older, overdue invoices have not yet been settled.
 - c. Incoming payments will always be applied to settle the oldest outstanding debt, including any accrued interest on late payments.
 - d. Without prejudice to its other rights, HQS is entitled to postpone the fulfillment of its own obligations or other performances until the receipt of such payment and to claim a reasonable extension of the delivery period.
 - e. HQS is entitled to declare all outstanding claims from this or other transactions due, and for these amounts, the provisions of section 9.12 a shall apply from the respective due date.
 - f. In the event of the customer's qualified payment insolvency, meaning after two instances of payment default or if there is a significant deterioration in the customer's financial situation, particularly if an insolvency proceeding is requested, HQS will fulfill any remaining deliveries either on a prepayment or cash basis or will require alternative security before delivering the goods, with the payment terms being waived.
- 9.13 HQS has the right to send the invoice electronically.

§10 Reservation of Title

- 10.1 HQS reserves ownership of all goods delivered by it until full payment of the invoice amounts, including any interest and costs.
- 10.2 The customer is liable to HQS for the proper handling and safekeeping of the goods subject to reservation of title.
- 10.3 The customer is entitled to resell the goods subject to reservation of title in the ordinary course of business, except for the restrictions outlined below.
- 10.4 HQS agrees to the processing, transformation, or mixing of the delivered goods subject to reservation of title by the customer, with such actions always being performed for HQS. If the delivered goods are processed or inseparably mixed with other items not belonging to HQS, HQS acquires co-ownership of the new item in proportion to the value of the delivered goods (invoice amount including VAT) relative to the other processed or mixed items at the time of processing or mixing. The same terms apply to the item created through processing or mixing as to the delivered goods under reservation of title. In the event of mixing in such a way that the customer's item is considered the principal item, it is agreed that the customer transfers proportional co-ownership to HQS. The customer holds the resulting co-ownership for HQS free of charge.
- 10.5 To secure its claim for the purchase price, the customer assigns to HQS any claims resulting from the resale of the goods subject to reservation of title up to the amount of the invoice owed to HQS, even if the goods have been processed, transformed, or mixed. This assignment is accepted by HQS.
- 10.6 The customer remains authorized to collect the claim even after the assignment, provided that they simultaneously record the security assignment in their business records when reselling with deferred payment. HQS's authority to collect the claim itself remains unaffected. HQS will not collect the claim as long as the customer meets their payment obligations from the collected proceeds, does not fall into arrears, and, in particular, no petition for insolvency proceedings has been filed or there is no cessation of payments. Should any of these circumstances arise, or at HQS's request, the customer is obligated to inform HQS at any time of the whereabouts of the assigned claim and its purchaser, including the name or company and exact business address, in writing, and to provide or hand over all necessary details, information, and documents, such as contracts and invoices, required for the collection of the claim so that HQS can collect the assigned claim itself. The customer must notify the debtor of the assignment upon occurrence of the aforementioned reasons.
- 10.7 Pledging or transferring ownership as security of the goods subject to reservation of title, or the claims assigned to HQS, is prohibited, as is the assignment of these claims under a factoring agreement.
- 10.8 In the event of seizure or any other intervention by third parties, the customer is obligated to notify the third parties of HQS's ownership rights and to inform HQS immediately in writing, so that HQS can take appropriate legal action. Otherwise, the customer is liable to HQS for any resulting damage.
- 10.9 In the event of a breach of contract by the customer, particularly in cases of payment default due to court-ordered insolvency, cessation of payments, or an out-of-court settlement with one of their creditors, HQS may assert its rights under the reservation of title, demand the return of the delivered goods, and withdraw from the contract.
- 10.10 HQS is obligated to release the securities granted to it to the extent that their value exceeds 20% of the existing claims. HQS will determine which securities are to be released. The remaining securities will, in any case, cover 100% of the value of the secured claims.

§11 Warranty and Liability for Defects

- 11.1 Provided that the agreed payment terms are met, HQS is obligated to remedy any defect that impairs functionality, which is due to a fault in design (for which HQS is responsible), materials, or workmanship, and which exists at the time of delivery, according to the following provisions. The burden of proof that the defect existed at the time of delivery lies with the customer and is a prerequisite for HQS's warranty.
- 11.2 For HQS commercial products, the warranty is limited to ensuring that the products are in a flawless condition at the time of delivery and that they are delivered in accordance with the specifications.
- 11.3 No warranty claims or liabilities can be derived or established from information provided in catalogues, price lists, brochures, advertisements, the internet, other media, or verbal statements that are not included in the contract.

- 11.4 If the goods were manufactured and executed according to the customer's specifications, such as design specifications, drawings, models, or other customer requirements, HQS's warranty and liability are limited solely to non-compliance with these customer specifications or to the proper execution of these conditions. HQS does not assume any liability or warranty for the accuracy of the customer's specifications or for the further use of the goods and the associated risks. This responsibility lies with the customer.
- 11.5 Unless otherwise agreed, the statutory warranty provisions apply. This also applies to delivery and service items that are permanently attached to a building or to land.
- 11.6 The warranty period begins at the time of the transfer of risk in accordance with §8 and is valid for 1 year from the date of delivery.
- 11.7 If the delivery or service is delayed due to reasons beyond HQS's control, or if the customer refuses to accept the delivery without providing reasons, the warranty period begins 2 weeks after the goods or services are ready for delivery.
- 11.8 The warranty claim requires that the customer reports and provides evidence of any defects in writing immediately upon discovery. For visible or obvious defects, this must occur after taking over or receiving the goods, and for hidden defects, after they become apparent. This notification must be made no later than 10 days after discovery. The notice must be sent to HQS in writing, including the invoice and delivery note numbers, along with a detailed description of the defect, and, if possible, a photo. The customer must provide HQS with the relevant documents or data available, or allow HQS, upon request, to inspect and determine the defect.
- 11.9 The customer must grant HQS a reasonable period of at least 14 days and the opportunity to remedy the defect. If two attempts at subsequent performance by HQS have failed, if remedying the defect is unreasonable for HQS, or if HQS refuses to remedy it, the customer is entitled to withdraw from the contract, request a replacement delivery, or demand a price reduction.
- 11.10 In the event of a defect subject to warranty as per section 11.1, HQS may choose to either repair the defective goods or part at the place of performance, have them sent to HQS for repair, or apply a reasonable price reduction, provided the defect is neither significant nor irreparable. If the goods are moved to a location other than the place of performance, the customer shall bear all additional costs or expenses incurred by HQS for remedying the defect at that location.
- 11.11 For warranty work carried out at the customer's premises, the necessary auxiliary personnel, lifting equipment, scaffolding, energy, small materials, etc., must be provided. Replaced parts become the property of HQS.
- 11.12 Unless agreed otherwise, the warranty does not cover the following:
- Defects arising from installation and assembly not performed by HQS, inadequate setup, failure to observe installation requirements, and usage conditions.
 - Improper handling, such as overloading the parts beyond the performance specified by HQS or due to the design, negligent or incorrect handling, and use of unsuitable operating materials. Also excluded is the use for an inappropriate purpose, as the customer is responsible for verifying the suitability of the goods for their intended use.
 - Defects resulting from materials or equipment provided by the customer.
 - Damages caused by actions of third parties, atmospheric discharges, surges, or chemical influences.
 - Replacement of parts subject to natural wear and tear.
 - Defects caused by incorrect information about the actual conditions at the time of service provision, due to the customer's failure to fulfill his obligation to provide accurate information.
 - Damage occurring after the transfer of risk.
 - If the customer or a third party not explicitly authorized by HQS makes modifications or repairs to the delivered items, or uses parts not approved by HQS, without HQS's prior written consent.
- 11.13 The provisions in sections 11.1 to 11.12 also apply correspondingly to any liability for defects arising from other legal reasons.
- 11.14 The customer must immediately stop any further use or processing of an item supplied by HQS upon discovering a defect to prevent additional damage. Failure to do so will exclude HQS from any liability for further damage caused.
- 11.15 If the customer's complaint about a defect is unjustified, HQS is entitled to charge for the costs incurred in determining the defect-free condition or in correcting the issue.

§12 Termination of the Contract

- 12.1 The customer may withdraw from the contract if, unless otherwise specifically agreed, there is a delay in delivery due to gross negligence on the part of HQS, or if HQS fails to remedy defects as described in section 11.09, and if a reasonable grace period set for this purpose has elapsed without resolution. The termination must be declared by registered mail.
- 12.2 Regardless of its other rights, HQS is entitled to withdraw from the contract if the events described in sections 6.5, 7.10, and 10.9 occur, or if the execution of the delivery or the commencement or continuation of the performance becomes impossible or is further delayed due to reasons attributable to the customer, or if the customer fails to fulfill the obligations imposed on them in section 7.2 properly or at all, even after a reasonable grace period has been set.
- 12.3 HQS is also entitled to withdraw from the contract if concerns arise regarding the customer's solvency and the customer, upon request by HQS, neither makes an advance payment nor provides suitable security before delivery.
- 12.4 The cancellation may also be declared concerning any outstanding portion of the delivery or performance for the above-mentioned reasons.
- 12.5 If insolvency proceedings are initiated against the customer's assets or if an application to initiate insolvency proceedings is rejected due to insufficient assets, HQS is entitled to withdraw from the contract without setting an additional deadline. If this withdrawal is exercised, it becomes effective immediately with the decision that the company will not continue operations. If the company continues operations, the withdrawal becomes effective 6 months after the initiation of the insolvency proceedings or after the rejection of the application due to lack of assets. In any case, the contract will be terminated with immediate effect, unless insolvency law applicable to the customer prohibits this, or if termination is essential to prevent severe economic disadvantages for HQS.
- 12.6 A contract withdrawal must be explicitly declared by HQS, unless the events specified in Section 12.5 occur.
- 12.7 Notwithstanding HQS's claims for damages, including pre-litigation costs, in the event of withdrawal, any services or partial services already rendered must be billed and paid in accordance with the contract. This also applies to deliveries or services not yet accepted by the customer, as well as preparatory actions performed by HQS. Instead of billing, HQS also has the right to request the return of any delivered items.
- 12.8 Other consequences of the withdrawal are excluded.
- 12.9 Claims by the customer based on *laesio enormis*, error, or the collapse of the basis of the contract are excluded.

§13 Disposal of Old Electrical and Electronic Equipment

The customer based in Austria must ensure that HQS is provided with all information necessary for HQS to fulfil its obligations as a manufacturer/importer in accordance with applicable legal regulations.

§14 Liability and Damages

- 14.1 HQS is liable for damages outside the scope of the Product Liability Act only if intent or gross negligence can be proven. HQS has liability insurance to cover such damages, with the liability limited to the maximum amount covered by this insurance. Liability for damages not covered by this insurance and attributable to HQS's gross negligence is limited to the net order value or EUR 5,000.00, whichever is lower."
- 14.2 Any claims for recourse that contracting parties, or third parties may assert against HQS under the heading of 'product liability' as defined by the Product Liability Act are excluded, unless the party entitled to recourse proves that the defect was caused within their sphere and was at least grossly negligent."
- 14.3 Unless otherwise agreed, HQS's liability for minor negligence, as well as for consequential damages, pure financial losses, indirect damages, production downtime, business interruptions, costs of any potential recall, financing costs, costs for replacement energy, loss of energy, data or information, lost profits, unachieved savings, interest losses, and damages arising from third-party claims against the customer is excluded. Personal injury is excluded from this limitation.
- 14.4 Liability for loss or alteration of data is limited to the typical restoration costs that would have been incurred with regular and proper data backups by the customer.
- 14.5 Liability for damages is excluded in cases of non-compliance with any conditions for installation, commissioning, and maintenance, improper use (as described in operating manuals), storage, overuse, natural wear and tear, if causal to the damage, or non-compliance with regulatory approval conditions.
- 14.6 Claims arising from harm to the customer caused by employees, representatives, or agents of HQS are also excluded from liability if these actions are not related to a contract with the customer.
- 14.7 If contractual penalties are agreed upon, any additional claims by the customer on the same grounds are excluded.
- 14.8 Claims for damages must be made within one year, otherwise they will expire. This also applies to the judicial assertion of any further claims by the customer from the time of performance, unless mandatory legal provisions stipulate different deadlines."
- 14.9 The provisions of §14 apply exclusively to all claims by the customer against HQS, regardless of the legal basis or title, and are also effective for all employees, subcontractors, and suppliers of HQS.

§15 Intellectual Property Rights, Confidential Information, and Copyright

- 15.1 If HQS manufactures a product based on the customer's design specifications, drawings, models, or other specifications, the customer must hold HQS harmless and indemnify it against any claims from third parties in the event of an infringement of patents or other intellectual property rights.
- 15.2 Confidential information (documents and information marked as confidential or considered confidential, including all technical information such as sketches, graphics, drawings, prototypes, technical documents, or product and development descriptions, as well as usage, licensing, and trademark rights, patents, patentable inventions, and utility models, and all related information in a broader sense) that is provided or exchanged directly or indirectly in written, oral, or electronic form must be treated as strictly confidential and not disclosed to third parties without the prior consent of the owner. Exceptions to this are the owner's own employees or affiliated companies that are not considered competitors, or individuals who need to be involved in the collaboration and must reasonably have access to this information. For all individuals or companies not falling under the term 'third parties,' HQS or the customer assumes responsibility for confidentiality, depending on to whom it is attributed. In any case, the disclosing party retains all rights to all provided information and documents. The confidential information is to be used exclusively for the purpose of evaluating and processing the area of collaboration; any other use is prohibited.
- 15.3 The confidentiality described above also applies to material that refers to or contains confidential information and is clearly labelled as confidential. This includes, among other things, all drafts, drawings, reports, notes, copies, reproductions, prints, and translations.
- 15.4 Execution documents such as plans, sketches, and other technical documents, as well as samples, catalogs, brochures, illustrations, and similar items that have been created by HQS or its employees, are and remain the intellectual property of HQS. They are subject to applicable legal provisions regarding reproduction, imitation, competition, etc. Any further use of such materials, in any form, requires the explicit consent of HQS. Upon request, drawings and other documents related to offers must be returned to HQS.
- 15.5 The customer is required to keep information confidential from third parties; otherwise, HQS may claim damages.

§16 Compliance with Export Regulations

- 16.1 When transferring goods supplied by HQS, as well as related documentation, to third parties, regardless of the manner of provision or services provided by HQS, including technical support of any kind, the customer must comply with all applicable national and international (re-)export regulations. In any case, when transferring goods or services to third parties, the customer is responsible for reviewing and adhering to the (re-)export regulations of the seller's country of residence, the European Union, the United Kingdom of Great Britain and Northern Ireland, and the United States of America.
- 16.2 If required for export control checks, the customer must promptly provide HQS with all necessary information upon request, including details about end recipients, end use, and the purpose of the goods or services.

§17 Severability Clause

- 17.1 If any individual provisions of the contract or these terms and conditions are or become wholly or partially invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a valid one that most closely reflects the intended purpose.
- 17.2 The German version is considered the authoritative version of the terms and conditions and shall also be used for the interpretation of the contract.

§18 Place of Jurisdiction and Governing Law

- 18.1 All disputes arising from the contract – including those concerning its existence or non-existence – shall be decided by the Regional Court of Klagenfurt am Wörthersee / Austria for HQS E-Tech GmbH and by the Court of Balassagyarmat for HQS Electrotechnika Hungaria Kft. HQS reserves the right to bring claims before the court having jurisdiction over the customer or any other court that may have jurisdiction under national or international law.
- 18.2 The contract is governed exclusively by Austrian law for HQS E-Tech GmbH and by Hungarian law for HQS Electrotechnika Hungaria Kft., excluding conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

§19 Reservation Clause and Formal Requirements

- 19.1 The fulfilment of the contract by HQS is subject to the condition that there are no obstacles to performance due to national or international (re-)export regulations, particularly embargoes and/or other sanctions.
- 19.2 HQS reserves the right to modify these Terms and Conditions at any time.
- 19.3 All agreements, subsequent amendments, additions, side agreements, etc., must be in writing to be valid, including original signatures or secure electronic signatures.

HQS E-Tech GmbH
HQS Electrotechnika Hungaria Kft.

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