

General Terms and Conditions of Procurement

1. General – Scope

1.1 These General Terms and Conditions of Procurement apply to all agreements between ELSTA-Mosdorfer Gesellschaft m.b.H. ('ELSTA') and suppliers for deliveries and services that ELSTA commissions, orders, purchases and/or utilises, unless otherwise expressly agreed between the contracting parties.

1.2 These Terms and Conditions of Procurement shall apply exclusively. Any conflicting or deviating terms and conditions of the Supplier shall not apply unless ELSTA has expressly agreed to their validity in writing. These Terms and Conditions of Procurement shall also apply if ELSTA accepts or pays for the delivery from the Supplier without reservation, despite being aware of terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Procurement. The mere reference to offers made by the supplier, its terms of delivery or other terms and conditions in documents issued by ELSTA, shall not constitute recognition or acceptance of these, either in whole or in part. If, in specific cases, the validity of deviating agreements is expressly agreed in writing, the deviations shall apply exclusively to that individual business transaction.

1.3 These Terms and Conditions of Procurement shall also apply to future orders placed by ELSTA until new ELSTA Terms and Conditions of Procurement come into effect, even if this is not specifically stated in individual cases.

2. Quotation Requests

2.1 Quotation requests from ELSTA are non-binding and free of charge and shall not entitle ELSTA to any reimbursement of expenses. Quotation requests from ELSTA shall merely constitute an invitation to potential suppliers to submit binding quotations. The quotation documents may not be passed on to third parties without written consent from ELSTA.

2.2 Quotations, cost estimates or price quotations submitted to ELSTA by the supplier shall be binding and free of charge, regardless of any necessary preparatory work, unless the supplier expressly reserves the right to deviate from them. In the event of a quotation being made to ELSTA, the supplier shall be bound by this quotation for four weeks from receipt by ELSTA, unless the supplier has specified a longer period.

3. Placing of Orders, Changes, Subcontractors

3.1 Orders, contracts, delivery schedules and other legal transactions between ELSTA and the Supplier, as well as any changes or additions thereto, must be made in writing. Orders and delivery schedules sent by email or electronic data transfer (EDT) shall satisfy the requirement for the written form.

3.2 Any agreements made orally before, during or after the conclusion of the contract, in particular subsequent amendments and additions to these Terms and Conditions of Procurement (including amendments to this provision regarding the written form) as well as ancillary agreements of any kind, must be confirmed in writing by ELSTA in order to be valid.

3.3 The supplier must confirm ELSTA's order in writing immediately, or at the latest within two working days of receipt. Regardless of whether the written confirmation of the order is sent on time, the supplier shall be bound by ELSTA's order and obliged to deliver in accordance with the contract. However, ELSTA shall be entitled to cancel the order without any obligation to pay and without stating its reasons if the order confirmation is not received by ELSTA within the aforementioned period.

3.4 Notwithstanding any quotations submitted, contracts between ELSTA and the supplier shall always be concluded in accordance with the terms of ELSTA's written purchase orders and these Terms and Conditions of Procurement.

3.5. ELSTA shall not be held liable for obvious errors, printing, typing, calculation or arithmetic miscalculations made by ELSTA. The supplier shall not be entitled to any claims of any kind whatsoever against ELSTA in this respect.

3.6 ELSTA may, within the limits of what is reasonable for the supplier, demand changes to the design and execution of the item to be delivered. The effects of such changes, in particular with regard to additional and reduced costs and delivery dates, shall be settled in a reasonable and mutually agreeable manner. Changes made by the supplier shall require prior written approval from ELSTA.

3.7 By accepting the order, the supplier expressly declares that they have all the approvals required to fulfil the agreed deliveries and services. If special permits, approvals or acceptances are required for a particular order, these must be obtained by the supplier in good time and without any additional remuneration.

3.8 The complete or partial outsourcing of orders placed by ELSTA, in particular to subcontractors, shall require express written consent from ELSTA. Any violation of this provision shall entitle ELSTA to cancel the order without compensation, regardless of whether ELSTA asserts further claims.

4. Prices, Invoicing and Payment

4.1 Unless otherwise expressly agreed in writing, all prices are fixed prices including all taxes and ancillary costs, including shipping costs [see Section 5.1], and are therefore non-negotiable for the relevant order.

4.2 If prices and conditions are not already specified in the order but are only specified at a later date, they shall only become valid if they are expressly accepted by ELSTA in writing.

4.3 The invoice must be sent by email to einkauf@elsta.com immediately after delivery and/or performance has been completed in full, stating all details of the order.

4.4 ELSTA reserves the right to return invoices that do not comply with our requirements or legal requirements, in particular with regard to order details or tax regulations, without processing, in which case the invoice shall be deemed not to have been issued.

4.5 Payments shall be made upon receipt of a proper and verifiable invoice and after complete delivery and/or complete performance and acceptance. Unless otherwise agreed, payment shall be made at ELSTA's discretion either within 30 days less 3 per cent discount or within 60 days net. Payments shall be made only once a week and shall only include invoices that became due in the previous week. Payments made in accordance with this payment schedule shall be deemed timely for agreed cash discounts.

4.6 Payments do not constitute acknowledgement of correct delivery or performance, nor do they constitute a waiver of any rights to which ELSTA is entitled.

4.7 In the event of a defect, the payment period shall commence upon rectification of the defect.

4.8 ELSTA shall be entitled to offset any counter-claims against the supplier's claims. Offsetting by the supplier shall be excluded unless expressly agreed otherwise in writing.

4.9 Assignment of claims and transfer of collection of claims against ELSTA to third parties are excluded unless ELSTA has expressly agreed to this in writing.

5. Shipping, Packaging

5.1 Unless expressly agreed otherwise in writing or stipulated in these General Terms and Conditions of Procurement, DDP (specified delivery address) in accordance with Incoterms shall apply in the version valid at the time.

5.2 Each delivery must be accompanied by a matching delivery note, which must clearly and legibly state at least the following: ELSTA order number, ELSTA item number, supplier item number, delivery note number, date, quantity and unit.

5.3 The supplier shall ensure that the goods are packaged properly and securely at their own expense. The supplier shall be liable for any damage caused by unsuitable or defective packaging, as well as for shipping damage resulting from inadequate and/or unsuitable securing of the goods during shipping or unsuitable shipping.

5.4 All packaging used for shipping, sales and servicing for deliveries to ELSTA must be disposed of by the supplier using an approved recycling system (e.g. Altstoff Recycling Austria AG ("ARA AG"), Interzero, etc.). The supplier shall indemnify and hold ELSTA harmless from any costs incurred by ELSTA as a result of failure to dispose of packaging in accordance with this provision.

6. Delivery/Performance, Deadlines, Default, Retention of Title

6.1 The delivery dates or deadlines specified by ELSTA in the order or delivery schedule are binding. The delivery date or deadline shall be deemed to have been met if the goods are received at the specified place of delivery or if acceptance is successfully completed on time.

6.2 If the supplier can foresee that the agreed delivery and/or performance dates will not be met, the supplier must notify ELSTA of this in writing without delay and seek a mutually acceptable solution with ELSTA. If the supplier fails to do so, or if no agreement can be reached, ELSTA shall be entitled, without prejudice to the assertion of other claims, in particular the right of withdrawal, a no-fault penalty of 1 % of the total order value, but not exceeding 10 % of the total order value, from the invoice amount for each calendar day of delay in delivery or performance. In this case, ELSTA shall be entitled, in particular, to take appropriate measures (e.g. substitution by third parties) at the suppliers' expense and risk in order to obtain a corresponding (substitute) delivery. ELSTA reserves the right to claim damages in excess of the penalty or to assert additional claims.

6.3 In the event of a delay in delivery attributable to the supplier, the supplier shall be obliged to use the fastest means of transport available – regardless of the mode of shipment specified in the order – in order to minimise damage. Any additional costs incurred as a result of measures necessary to meet the agreed delivery date (e.g. expedited shipping) shall be borne by the supplier.

6.4 Advance deliveries or partial deliveries, unless agreed in writing, are only permitted with written consent from ELSTA. In the event of advance delivery, ELSTA is entitled to charge the supplier for any additional costs incurred, such as storage and insurance expenses. In any case, payment terms shall not begin to run until the contractually agreed date. In the event of excess and/or short deliveries of the quantities ordered, ELSTA reserves the right to refuse acceptance of the delivery at the supplier's expense or to adjust the invoice accordingly.

6.5 ELSTA reserves the right to refuse acceptance of deliveries that do not comply with the order, in particular in terms of the order data, to return them unprocessed at the supplier's expense and risk, or to store them at the supplier's expense and risk. In such cases, delivery shall be deemed not to have been made.

6.6 Acceptance of a delayed delivery or service by ELSTA shall not limit any claims for compensation by ELSTA.

6.7 All deliveries to ELSTA must be made free of any retention of title. Retention of title by the supplier, of whatever kind, shall be deemed not to have occurred and shall have no legal effect.

7. Force Majeure

7.1 Force majeure shall be deemed to be any event beyond the control of the party unable to perform and which cannot be averted or foreseen even with the exercise of reasonable care and the use of reasonable means. In particular, but not exclusively, general economic conditions (e.g. recessions, inflation, etc.), strikes, industrial disputes, power failures (unless caused by an event of force majeure), cyber attacks, shortages of raw materials, usual means of transport or labour, or the occurrence of force majeure at subcontractors shall not be considered cases of force majeure.

7.2 The supplier shall be released from their obligation to perform the contract in whole or in part if they are prevented from doing so by force majeure. In cases of force majeure, the supplier shall make every effort to eliminate or mitigate the difficulties and

foreseeable damage and shall keep ELSTA informed accordingly. If the supplier becomes aware of any circumstances that lead or could lead to a delay beyond their control, they must inform ELSTA immediately in writing and make every effort to minimise the resulting consequences.

7.3 Dates and deadlines that cannot be met due to force majeure shall be extended by the duration of the impact of the force majeure. If a case of force majeure lasts longer than four weeks, ELSTA may withdraw from the contract in whole or in part. ELSTA shall not be liable to the supplier for the consequences, in particular costs, of impairments to the performance of the contract caused by unforeseeable, unavoidable events.

8. Defects, Warranty

8.1 The supplier warrants in particular, but not exclusively, that the delivery or service is free of defects, is provided in the contractually agreed quality and quantity, complies with the agreed specifications, the state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations.

8.2 The supplier is obliged to carry out a comprehensive outgoing goods inspection and to check the functionality, quality and quantity of the goods in accordance with all contractual quality characteristics. ELSTA shall notify the supplier in writing of any obvious defects in the delivery/service as soon as they are discovered in the normal course of business and within a reasonable period of time. ELSTA shall notify the supplier in writing of any hidden defects that are not apparent at the time of acceptance or handover within a reasonable period of time after they are discovered. The timely dispatch of the notification of defects shall be decisive for compliance with the deadline. In all other respects, the obligation to inspect for defects and report defects is waived and the supplier expressly waives the objection of improperly executed notification of defects in accordance with Section 377 of the Austrian Commercial Code (UGB). The provisions on the notification of defects or the obligation to give notice of defects pursuant to Sections 377 et seq. of the Austrian Commercial Code (UGB) shall not apply. The mere acceptance of deliveries or services, their use or payment by ELSTA shall not constitute acceptance or waiver of any rights to which ELSTA is entitled and shall not constitute acknowledgement that the goods or services are free from defects.

8.3 Unless otherwise specified in these Terms and Conditions of Procurement, the statutory provisions on material defects and defects of title shall apply. In the event of a defect in the delivery item or service, ELSTA shall be entitled, at its own discretion, to demand that the supplier improve (free of charge at the place of use) or replace the delivery item or service. If these remedies are impracticable, ELSTA shall be entitled to a reduction in price or to withdraw from the contract. If the supplier does not begin to remedy the defect immediately after being requested to do so, or otherwise fails to remedy the defect in a timely manner, or if the first attempt to remedy the defect fails, ELSTA may, in urgent cases, in particular to avoid major damage or to avert acute danger, remedy the defect itself or have it remedied by a third party, with the supplier bearing all costs incurred as a result. In addition, the supplier shall be responsible for all costs incurred in connection with the rectification of defects, in particular transport, removal and installation costs, travel expenses, administrative costs, etc. The place of performance for the warranty is the location where the item is located when the defect is reported. Further statutory or other contractual claims for damages arising from liability for defects shall remain unaffected.

8.4 Unless expressly agreed otherwise, the warranty period is 36 months and begins at the earliest upon confirmed delivery or acceptance of the service by ELSTA. If acceptance is delayed through no fault of the supplier, the warranty period shall commence no later than 12 months after the item has been made available for acceptance. If defects occur during the warranty period, it shall be assumed that these were already present at the time of handover or acceptance. The burden of proof that the goods were not faulty at this point in time shall lie with the supplier. In the event of a hidden defect or a defect which, due to its nature, can only be detected after a certain period of use of the delivery, the full warranty period shall commence upon ELSTA becoming aware of the defect. The same shall apply to the existence of agreed characteristics.

8.5 Once the supplier has remedied the defect, the respective warranty period shall recommence for the entire delivery/service affected by the defect upon acceptance of the remedy/replacement by ELSTA.

8.6 If similar defects occur in more than 5 % of the delivered parts (serial defects), ELSTA shall be entitled to reject the entire delivery as defective and to assert the statutory and contractually agreed claims for defects for these parts.

8.7 For deliveries that cannot be put into operation or remain in operation while the defect is being investigated and/or rectified, the current warranty or guarantee period shall be extended by the duration of the interruption in operation.

8.8 The assertion of other claims, in particular claims for damages, by ELSTA shall remain unaffected in the event of the assertion of warranty claims.

9 Product Liability, Indemnification, Insurance

9.1 The supplier shall indemnify and hold ELSTA harmless in all disputes arising from deliveries and services in relation to patent, copyright, trademark and design rights and shall guarantee the unrestricted use of the product delivered. This claim by ELSTA shall exist regardless of any fault on the part of the supplier.

9.2 The supplier shall indemnify and hold ELSTA harmless from and against all third-party product liability claims relating to the delivery item or service, and shall, in particular, reimburse ELSTA for all costs incurred in defending against product liability claims, implementing or participating in recall measures or providing compensation to third parties. ELSTA shall inform the supplier of the content and scope of any recalls to be carried out, as far as possible and reasonable, and give the supplier the opportunity to comment.

9.3 The supplier is also obliged to inform ELSTA of the name of the respective manufacturer, importer or upstream supplier of the delivery item or service upon request and to assist ELSTA in defending against product liability claims by third parties, in particular by handing over production or planning documents and documentation and by providing other supporting evidence.

9.4 The supplier undertakes to maintain verifiable liability insurance, including product liability and recall costs insurance, at an appropriate level. The insurance policy must be presented to ELSTA for inspection upon request. This shall not affect any further claims for compensation.

10. REACH Regulation, RoHS Directive, Material-Compliance

10.1 The supplier shall comply with the requirements of the REACH Regulation (EC) No. 1907/2006 (REACH Regulation) in its currently valid version. In particular, the supplier warrants that the substances have been registered. ELSTA is not obliged to obtain authorisation for goods delivered by the supplier within the scope of the REACH Regulation.

10.2 The supplier shall inform ELSTA in writing without delay if the contract products contain substances listed in the SVHC candidate list of the REACH Regulation in its currently valid version. Delivery of such substances shall require prior approval from ELSTA. The supplier shall indemnify ELSTA against any liability in connection with any breach of the REACH Regulation or shall compensate ELSTA for any damage incurred by ELSTA as a result of or in connection with the supplier's failure to comply with the Regulation.

10.3 The supplier shall ensure that the goods supplied to ELSTA are fully compliant with the requirements of Directive 2011/65/EU ('RoHS') in its currently valid version.

10.4 ELSTA uses compliance platforms to monitor due diligence in the supply chain. ELSTA regularly asks its suppliers to share compliance-related data using these platforms. The supplier agrees to cooperate in full and share all data within the timeframe set by ELSTA on the platforms specified.

10.5 In the event that the supplier violates any of the aforementioned obligations or fails to deliver RoHS-compliant goods, ELSTA shall be entitled to cancel the order in question with immediate effect and to refuse acceptance of the delivery in question. All costs incurred as a result of this shall be documented by ELSTA and shall be borne by the supplier, without prejudice to any warranty claims. This shall not affect any existing claims for damages. Cancellation or refusal to accept delivery shall not constitute a waiver of any claims for damages.

10.6 If the supplier is not based in the European Union, they must appoint a representative based in the European Union at their own expense who will be responsible for fulfilling the obligations under the REACH Regulation and inform ELSTA accordingly.

10.7 If ELSTA is held liable by customers, competitors or authorities for a breach of REACH regulations attributable to a product supplied by the supplier, ELSTA shall be entitled to demand that the supplier indemnify it against such claims or compensate it for any damage caused by the failure to comply with REACH.

10.8 The supplier undertakes to ensure that the items delivered comply with the applicable legal requirements, including all applicable substance regulations (e.g. Regulation (EC) No. 2019/1021 – POP, Regulation on Conflict Minerals (EU) 2017/821, etc.). The supplier must fulfil their information obligations throughout the supply chain and include upstream suppliers accordingly. The supplier shall indemnify and hold ELSTA harmless in the event of a breach of these obligations.

11. Provision of Materials, Drawings, Tools, and Auxiliary Materials

11.1 Materials provided by ELSTA shall remain ELSTA's property and shall be stored, labelled, and managed separately and free of charge. They may only be used in connection with orders placed by ELSTA. ELSTA must be notified immediately of any reduction in value or loss. The supplier shall be obliged to replace the materials without any restrictions.

11.2 Materials, tools, moulds, samples, drawings, standard sheets and similar items produced at ELSTA's expense shall become the exclusive property of ELSTA upon payment.

11.3 Materials, tools, moulds, samples, drawings, standard sheets, information, documents (copies, etc.), know-how or industrial property rights and the like provided by ELSTA for the execution of the order remain the property of ELSTA and may not be passed on to third parties or used for purposes other than those specified in the contract without express written consent from ELSTA.

11.4 All such materials, tools, moulds, patterns, drawings, standard sheets and the like shall be clearly marked by the supplier as property of ELSTA, stored separately free of charge, secured against unauthorised access and use, and kept in good condition.

11.5 The supplier undertakes to ensure ELSTA's ownership and right of disposal of all such materials, tools, moulds, samples, drawings, standard sheets and the like and to refrain from any actions that may or could impair ownership and/or the right of disposal. The supplier shall not acquire any lien and shall not assert any lien on items owned by ELSTA. The supplier may not pledge or tolerate the pledging of items owned by ELSTA.

11.6 The supplier is obliged to hand over the tools, moulds, samples, etc. provided to ELSTA or to a third party specified by ELSTA immediately upon request and not to retain any copies or data (in any form whatsoever).

11.7 In the event of discontinuation of delivery and/or performance or in the event of other performance disruptions, the filing for insolvency of the supplier's assets, the insolvency of the supplier or the termination of the delivery order by ELSTA, ELSTA shall be entitled to demand the immediate return of the tools without the supplier being entitled to any right of disposal or retention of any kind.

11.8 In the event that third parties attempt to access items owned by ELSTA, the supplier must expressly draw attention to ELSTA's right of ownership and notify ELSTA immediately in writing of any imminent or actual interference.

11.9 The supplier is obliged to carry out all necessary maintenance and inspection work on the tools, as well as all servicing and repair work, including any necessary replacement purchases, at its own expense and in good time. After any work that could result in changes to the parts manufactured from them, the parts must be

re-tested at ELSTA with an initial sample test report. The supplier shall bear the risk of accidental loss of the tools and materials provided. ELSTA must be notified immediately of any malfunctions relating to the tools.

11.10 The supplier is obliged to insure the items owned by ELSTA against damage at replacement value at its own expense and to assign the claim against the insurance company to ELSTA on request.

11.11 The supplier may only invoke the absence of necessary materials, tools, moulds, samples, drawings, standard sheets and the like to be provided by ELSTA if this is objected to in writing and the necessary materials etc. are not provided within a reasonable period of time.

12. Modification of the Delivery Item and Other Modifications

12.1 The supplier shall be obliged to accept and implement any objectively justified and reasonable changes to the performance requirements or order placed by ELSTA. However, if the change is unreasonable within the scope of the supplier's operational capacity or if the change or extension is not feasible, the supplier shall notify ELSTA of this in writing without delay. If the implementation of a change or extension affects the contractual service structure (in particular the remuneration, the subject matter of the service and/or the schedule), the effects on both sides shall be taken into account in an appropriate manner.

12.2 ELSTA reserves the right to demand the free suspension of further order execution for a maximum period of three months at any time without incurring any further costs.

12.3 In the event of an interruption lasting longer than three months, ELSTA shall bear the resulting costs, provided that these are presented in detail and substantiated in a credible manner. The supplier is obliged to make every effort to keep such costs to a minimum. Any further claims by the supplier, in particular for compensation for loss of profit, are excluded.

12.4 ELSTA also reserves the right to withdraw from the contract, in whole or in part, at any time without any fault on the part of the supplier. In this case, ELSTA shall bear the costs incurred by the supplier up to the time of withdrawal in proportion to the total volume, provided that these are presented in detail and demonstrated to be reasonable. Any further claims by the supplier, in particular for compensation for loss of profit, are excluded.

12.5 In the event of termination of the contract or cancellation or revocation of the order or part thereof, the supplier is obliged to make every effort to keep costs to a minimum. Any benefits achievable or achieved by the supplier as a result shall be offset against the supplier's claims.

13. Confidentiality

13.1 The supplier undertakes to treat all information disclosed by ELSTA or companies affiliated with ELSTA within the meaning of Section 189a(8) of the Austrian Commercial Code (UGB) in connection with the business relationship as confidential, not to disclose it to third parties and to ensure that it does not come into the possession of third parties, insofar and as long as this information

- (a) is not or has not become generally accessible, or
- (b) has not been disclosed to the recipient by a third party authorised to do so without any obligation of confidentiality, or
- (c) was already known to the contractual partner prior to the date received.

13.2 If the supplier becomes aware that confidential information has come into the possession of a third party or that documents to be kept confidential have been lost or destroyed, they must inform ELSTA without delay.

13.3 Unless otherwise agreed in a separate contract or explicitly authorised in writing by ELSTA, the supplier is prohibited from using information received from ELSTA for any purpose other than those agreed in the contract or from allowing third parties to use such information.

13.4 The duty of confidentiality extends to all relevant employees and agents, regardless of the nature and legal form of their employment. The supplier undertakes to inform the above-mentioned individuals of the duty of confidentiality and to oblige them to maintain confidentiality accordingly. The group of individuals who are privy to the information must be limited to the absolute minimum necessary.

13.5 The duty of confidentiality and restriction of use shall apply for the duration of the business relationship with ELSTA and shall end 10 years after its termination.

14. Compliance and Code of Conduct

14.1 The supplier undertakes to comply with the applicable legal provisions within the scope of its business relationship with ELSTA. This includes the applicable legal provisions at the following locations: The supplier's registered office and the supplier's production site.

14.2 The supplier undertakes and obliges its vicarious agents to comply with the ELSTA Code of Conduct for Suppliers in its currently valid version, which is available at: <https://elsta.com/en/service-downloads/>. This Code of Conduct is an integral part of these Terms and Conditions of Procurement.

14.3 ELSTA reserves the right to terminate the business relationship or the contract in the event of a material breach of these obligations. The supplier shall indemnify and hold ELSTA harmless in the event of a breach of these obligations.

15 Cybercrime

15.1 ELSTA and the supplier shall take all economically and technically reasonable measures to protect their systems and communication structures against cybercrime. The supplier undertakes to train its employees in how to handle IT systems properly and to remind them of this regularly.

15.2 The supplier must take appropriate security precautions when connecting to ELSTA's network. Any changes to users and user permissions must be reported to ELSTA in writing without delay.

15.3 ELSTA assumes no liability for damage caused by crime/cybercrime.

16. Performance of Work, Supplier Audits

16.1 Supplier personnel working on ELSTA premises or on the premises of a third party designated by ELSTA in fulfilment of the contract must comply with the relevant operating regulations of ELSTA or the designated third party.

16.2 ELSTA is entitled to carry out audits at the supplier's premises subject to reasonable advance notice. The audit may be carried out by ELSTA itself or by a third party appointed by ELSTA. The auditors shall be granted access to the supplier's premises and to the documents required to perform the audit.

17. No Advertising

17.1 Unless otherwise agreed in writing, the supplier is not permitted to use the business relationship between ELSTA and the supplier for advertising purposes or to use ELSTA's names, logos, trademarks, equipment, product names, company lettering, etc.

18. Final Provisions

18.1 Regardless of the contract term, the contractual relationship with the supplier may be terminated by ELSTA in accordance with sections 18.1.1 to 18.1.3 and by the supplier in accordance with sections 18.1.1 and 18.1.2 at any time in writing by registered letter with immediate effect:

18.1.1 If the other party breaches material contractual provisions and the breach is not remedied in a sustainable and complete manner within a reasonable period of time after receipt of a notice of termination or warning letter sent by registered letter and stating the reasons for the termination.

18.1.2 If bankruptcy proceedings are opened against the counterparty's assets or if such proceedings are dismissed due to insufficient assets to cover costs, if the counterparty requests a moratorium or deferral of payments, is liquidated or otherwise enters into judicial or extrajudicial settlement negotiations with its creditors regarding an out-of-court debt reduction.

18.1.3 If there is a significant change in the ownership structure of the supplier or if control over the supplier or a significant part of the supplier's assets is transferred to other natural or legal persons and this change cannot reasonably be expected of ELSTA.

18.2 Should one or more provisions of these General Terms and Conditions of Purchase and/or the agreements made between ELSTA and the supplier be or become wholly or partially void, invalid or unenforceable, the validity and enforceability of all remaining provisions shall remain unaffected. The void, invalid or unenforceable provision shall, to the extent permitted by law, be deemed to be replaced by a valid and enforceable provision that comes closest to the economic purpose of the void, invalid or unenforceable provision in terms of time, place or scope. The same shall apply to any omissions.

18.3 All amendments and additions to these General Terms and Conditions of Procurement must be made in writing and must be legally signed by the contracting parties or their legal successors in order to be valid. This applies in particular to any waiver of this requirement for the written form.

18.4 The contractual language shall be German. Translations are provided for information purposes only. In the event of any discrepancies between the German version and any translations, the German wording shall always take precedence.

18.5 Austrian law shall apply, excluding any other connection to Austrian law through Austrian International Private Law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

18.6 For all disputes arising from the contractual relationship between ELSTA and the supplier, including the question of the valid conclusion of the contract or the contractual relationship and its preliminary and subsequent effects, the exclusive jurisdiction of the court with subject-matter and local jurisdiction for ELSTA at the company's registered office is agreed.