

**General terms and conditions of purchasing (GTCP)
of simpli services GmbH & Co KG
(referred to in the following as “simpli services” or the “Client”)
(translation from the German original)**

As at January 2025

**Part I
Introductory provisions**

1. General provisions

- 1.1 The following General Terms and Conditions of Purchase in the version dated January 2025 (“**GTCP**”) shall apply to all deliveries and services, contractual relationships, orders, offers and quotes as well as business transactions (referred to in the following as “**services**”) of simpli services GmbH & Co KG, Hugo-Portisch-Gasse 1, 1136 Vienna (referred to in the following as “**simpli services**”), unless agreed otherwise in writing. Upon submission of a quote or upon acceptance or execution of the order, the GTCP shall become binding for a supplier of such services (referred to in the following as the “**Contractor**”). The GTCP of simpli services will apply to ongoing business relationships and any future order, including in cases where no express reference is made to these.
- 1.2 The GTCP (including any appendices listed as applicable) will also form an integral part of any order form or special service agreement that is agreed separately in writing between the Contractor and simpli services (the “**order**”). The scope of services applicable in the respective individual case (e.g. list prices, amount of fees, type of service packages, services, training, etc.) will be specified between the Contractor and simpli services when placing the order. The GTCP and the order, including any documents to which reference is made, together constitute the contract (the “**contract**”). The GTCP will also apply without limitation to all additional services or other adjustments or changes to an order.
- 1.3 Provided that they exist, the reciprocal rights and obligations arise from the following documents in the order listed:
- 1) the order together with any enclosures,
 - 2) any agreement entered into in individual instances together with any enclosures,
 - 3) a processor agreement in accordance with Article 28 GDPR,
 - 4) these GTCP,
 - 5) other terms and conditions of simpli services,
 - 6) other documents referenced in the order or in an agreement entered into in individual instances,

7) applicable and recognised technical standards and guidelines.

In the event of any discrepancies between these basic principles or other ambiguities regarding the primacy of application or the interpretation of these basic principles and individual provisions arising from these, they will apply in the sequence stated above.

- 1.4 simpli services reserves the right to amend or supplement the GTCP at any time. The amended terms and conditions will not apply to existing ongoing contracts unless the parties agree in writing to apply the new GTCP to existing contractual relationships; text format and therefore also e-mail format will suffice for this purpose.
- 1.5 The Contractor's terms and conditions of business or other terms and conditions will not become part of the contract unless there is an express agreement for this in the contract. This applies in particular to any of the Contractor's terms and conditions that are preprinted on order or assignment forms or to which reference is otherwise made. However, the reference to the Contractor's general terms and conditions will not result in the quote ceasing to be valid. The Contractor's quote will apply without these general terms and conditions of the Contractor.

Part II

Subject matter of the contract

2. General provisions

- 2.1 The Contractor will be under an obligation to offer the services in a functional and complete manner that meets the latest market standards. The quote must include all components and other services required for the functionality of the services and for achieving the performance objective as described in the order. The contractor must guarantee that the quote is complete with respect to all services, including services from other manufacturers. The Contractor will guarantee fulfilment of the properties and specifications agreed.

3. Guarantee of completeness

- 3.1 The description of the services to be provided in accordance with the contract between simpli services and the Contractor including any appendices must be complied with, but does not constitute an exhaustive list of the scope of services to be provided. On the contrary, in accordance with its duty to warn pursuant to section 12 of these GTCP, the Contractor shall be under an obligation to deliver, implement and assemble the services to be provided in a fully functional manner, free from defects and in compliance with all official regulations and technical specifications to be observed, as well as in a complete and functional manner as required in order to achieve the performance objective according to the order, including in cases where the order or other service description may be incomplete or defective. The Contractor cannot therefore invoke the fact that individual services or partial services that are required to fulfil the services ordered are not expressly stated in the contract or in other contractual documents. The contract will therefore cover all services required to fulfil the services ordered by simpli services in accordance with the contract, irrespective of whether these are expressly stated in the contract or in the other contractual documents. To this extent, the Contractor assumes a guarantee of completeness to

provide the services to be provided in full at the agreed net total price in accordance with section 13.

4. Services provided by simpli services

- 4.1 simpli services will only be under an obligation to provide resources (hardware, software, premises, etc.) if this has been expressly agreed in writing. Use of the premises, areas or other facilities of simpli services by the Contractor will require a separate written utilisation agreement with simpli services as necessary. The mere fact that contractual services are provided in the rooms or on the premises belonging to simpli services will not mean that resources must be provided. To this effect, energy or water will also not be provided without a separate agreement. Resources provided by simpli services may be used by the Contractor and its employees and/or subcontractors solely for fulfilment of the contractual services and must not be disclosed to third parties (e.g. access data, code words or passwords). simpli services will not be liable for these resources provided by simpli services.
- 4.2 Services and/or duties to cooperate on the part of simpli services and/or third parties appointed by it must be specified in the contract. To the extent that these services provided are defined on the basis of information provided by the Contractor, they shall only be owed by simpli services to the extent that they are absolutely necessary for the scope of supply/services defined and that no safety concerns (risk of personal injury and/or property damage) are opposed to their provision.
- 4.3 If services provided by simpli services and/or third parties appointed by it are required due to faulty, late or incomplete execution or information provided by the Contractor or due to other changes, repairs, warranty or guarantee cases and similar instances for which simpli services is not responsible, these will be borne by the Contractor. The Contractor will therefore indemnify simpli services and hold it harmless for all costs and other disadvantages arising from them.
- 4.4 If the Contractor waives cooperation by simpli services or a service from simpli services agreed by contract in part or in full and provides this itself, it shall not be entitled to any compensation for this, in particular no reimbursement of costs.
- 4.5 The use of all documents, hardware, software, equipment, auxiliary resources and other services provided by simpli services to the Contractor for performance of the services will be at the Contractor's risk. simpli services will assume no liability whatsoever for this. simpli services will not therefore be held responsible for any misconduct of any kind on the part of the operating personnel, including in cases where operation/installation is carried out by the simpli services personnel assigned for this purpose. Notification of the use must be provided in good time and scheduled by the Contractor in such a way that no overtime is incurred by simpli services employees.

Part III

Execution of the services

5. General performance obligations

- 5.1 The Contractor will provide the services in the proper manner and in accordance with the principles of proper professional practice, the current state of the art and the recognised technology and quality standards applicable at the time of entering into the contract, in such a way that the functionality and availability of the services are ensured in accordance with the contract.
- 5.2 The Contractor will familiarise itself with the safety, accident prevention and regulatory provisions applicable at the location where the service is provided (in particular on the premises or facilities of simpli services or third parties or its customers), the provisions regarding electrical safety, procedures for work and system inspections by external companies on simpli services transmitters and the ORF site rules; these are available at <https://www.ors.at/en/general-terms-conditions/>. The Contractor will comply with these and ensure that its employees and subcontractors appointed by it also acknowledge and comply with them.
- 5.3 Before it begins with execution of the services, the Contractor will familiarise itself with the security requirements specified by simpli services with regard to information security, IT security and data protection and confirm compliance with these. The requirement catalogues and checklists for ensuring information security in accordance with the state of the art are based in particular on the BSI IT Baseline Protection Compendium, the ISO/IEC 27000 series, the OWASP Application Security Verification Standard and the Austrian procurement platform for secure IT services. These confirmed documents (see also <https://www.ors.at/en/general-terms-conditions/>) will then become part of the respective contract entered into. The requirements will be updated regularly by simpli services; the Contractor will be under an obligation to keep up to date with these updates and to implement the amended requirements. The Contractor also undertakes to provide evidence that the above requirements have been met following a request by simpli services.
- 5.4 The provision of material, tools, machinery and other auxiliary equipment will be exclusively at the Contractor's risk and expense. simpli services will assume no liability whatsoever for the items provided, including in cases where simpli services provides storage space or rooms for this purpose. The contractor must check that the auxiliary equipment (e.g. ladders) and materials provided by simpli services are suitable before they are used; the Contractor will bear sole responsibility for the use of any such items and will also bear the risk.
- 5.5 The Contractor must leave the place of the service provision and other premises used by it clean and free of the items that it has brought with it. If unavoidable or reusable packaging materials or other waste are generated while the services are being provided, the Contractor must dispose of these at its own risk and expense in accordance with the applicable legal provisions.
- 5.6 The Contractor will ensure through careful selection of the employees deployed (including employee replacements and/or initial training of employees) that they are personally suitable and have the expertise to provide the services at the agreed quality.
- 5.7 As a primary obligation, the Contractor undertakes to document the contractual services provided in a manner that can be tracked technically and to provide sufficiently detailed information on the

status of the services to simpli services upon request. simpli services may at any time request submission of draft and interim results as well as documentation free of charge, without this releasing the Contractor from its obligations under section 5.

- 5.8 Any packaging used must be licensed in accordance with the Austrian Packaging Regulation 2014 (Federal Law Gazette II no. 248/2023) as amended. The Contractor must declare in a legally binding manner that it or a respective upstream manufacturer or distributor participates in an approved collection or recycling system pursuant to the above regulation (e.g. holding a licence from Altstoff Recycling Austria (ARA)). Unless agreed otherwise, the Contractor must dispose of any waste that is accumulated while providing the services at its own expense and risk and in accordance with the regulations.
- 5.9 Following a request from simpli services, the Contractor will be under an obligation to provide evidence of the origin of the products supplied and to make all required documentation and receipts available free of charge.

6. (Safety) requirements for deliveries and services

- 6.1 All deliveries and services must have the properties as specified in the order or pledged to simpli services, or in case of doubt must have the properties customary in the trade. Unless expressly agreed or specified otherwise, brand-new products must be delivered of medium quality conforming to the current state of the art.
- 6.2 All applicable safety regulations and all other relevant European and national legal provisions (directives, laws, regulations) must be complied with, in particular relevant OVE, OVE/EN, ÖVE/ÖNORMEN, IEC, EN standards, national regulations and industry standards, taking into account the state of the art. The Contractor expressly warrants that it complies with the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No 1907/2006) as amended. The Contractor further expressly warrants that it will not supply any products containing substances listed in Annexes 1 to 9 of the REACH Regulation. The Contractor will be under an obligation to notify the Client without delay if the products delivered contain substances that are listed on the "Candidate List of Substances of Very High Concern" pursuant to the REACH Regulation. The Contractor will provide safety data sheets with the information required under Article 32 REACH Regulation.
- 6.3 As manufacturer, the Contractor warrants that the products delivered will be designed and manufactured in accordance with the fundamental protection and safety requirements, that it will carry out or will commission a conformity assessment procedure, will prepare the technical documentation, will issue an EU Declaration of Conformity, affix the CE marking, ensure conformity during series production, label the product with a type, batch or serial number, or if this is not possible will place this on the packaging or enclosed documents and enclose the operating instructions and safety information in German. To the extent required by law or in accordance with generally recognised standards, products delivered must therefore bear a CE conformity mark, ÖVE test mark or an equivalent safety mark recognised by the EU. All relevant documents (e.g. EU Declaration of Conformity, test reports relating to health and safety protection, technical construction files and operating instructions with safety information) must be provided free of charge in German in each case within 10 working days of a request by simpli services for the purposes of verifying these criteria.

- 6.4 If the products delivered do not bear any of the safety marks indicated, or if simpli services has any doubts regarding the EU conformity of components, the Contractor will be under an obligation to have these inspected by a state-authorised testing institute in Austria or the country of origin, provided that this is a member of the Agreement on the European Economic Area (EEA), at its own expense in accordance with the relevant regulations. The Contractor will be under an obligation to provide confirmation of the inspection in this case.

7. Review of the documentation and instructions from simpli services

- 7.1 The Contractor must review the documentation and other records provided by simpli services for service provision purposes to ensure that they are correct, complete and fit for purpose (see “Duties to Warn” in section 12.1 below) before use. The Contractor will therefore have sole responsibility for the use of such documents; any reference by the Contractor to documentation provided being incorrect or incomplete will be irrelevant. The same will apply to materials or other items provided as well as services of other contractors, irrespective of whether these were procured by simpli services or the Contractor, and in any case if circumstances exist that in the Contractor’s opinion prevent fulfilment in accordance with the contract. Liability on the part of simpli services is excluded.
- 7.2 The Contractor must observe the instructions from simpli services at all times when executing the services. However, the Contractor will also be under an obligation to review instructions to ensure that they are lawful, appropriate, correct and technically feasible and to notify simpli services in writing of any concerns without undue delay, and in any case no later than within five working days, and at the same time to make a proposal for improvement or correction of the instruction (see also “Duties to warn” in section 12.1. below).
- 7.3 Any breach of these obligations will result in the Contractor being liable for any resulting defective performance as defined in sections 15. and 16. regarding warranties and damages, and the Contractor must provide the service duly in accordance with the regulations. Furthermore, the Contractor cannot be exempted from complete or partial liability by arguing that the defect or damage (damage or consequential damage due to defects) was caused in whole or in part by the services provided under sections 7.1 and 7.2.
- 7.4 The Contractor will continue to have sole responsibility for defect-free provision of the services under the contract in cases where simpli services has approved, signed or otherwise provided comments confirming inspection of the plans, drawings, calculations and other execution documentation submitted by the Contractor; the Contractor will not be released (including partially) from its duties to warn and its liability for provision of the services in accordance with the contract (see also “Duties to warn” below, section 12.1.).

8. Deadlines, delays and contractual penalties

- 8.1 The delivery and performance period will begin as of the date on which the order is placed, unless a different start date is stipulated expressly in the contract. If no delivery and performance period is agreed, the delivery must be provided without undue delay.
- 8.2 The delivery deadlines and delivery periods indicated in the order shall be binding fixed deadlines. Fixed deadline means that the delivery or service must be available complete and ready for use

at the destination as of the specified date of delivery. Delivery of defect-free goods to simpli services during normal business hours with the required shipping documents at the location specified in the order (hereafter “destination”) will be decisive when it comes to determining compliance with the fixed deadline in cases involving the delivery of goods (see section 8.3.). If a delivery with assembly has been agreed, the handover of the defect-free service following proper execution of the assembly will be the decisive point in terms of meeting the fixed deadline. If acceptance is required by law or under the contract, the time of acceptance will be the decisive point. Early deliveries or services and partial deliveries or partial services will require prior written consent from simpli services.

- 8.3 Unless agreed otherwise, delivery of the service will be DDP Incoterms 2020 to simpli services or to the location specified by simpli services. Unless agreed otherwise, the service must be accompanied by the delivery note in duplicate, the packing slip, cleaning certificates, test certificates according to the agreed specifications, and any other required documents. The order number, gross and net weight, number of packages and type of packaging (disposable/reusable), completion date, destination (unloading point) and recipient of the goods must be listed in full where known in all shipping documents and also on the outer packaging in the case of packaged goods.
- 8.4 In the event of any delay in delivery (e.g. failure to meet delivery deadlines or performance deadlines, if the deadlines according to the project plan are not met, services are not provided in time for release or acceptance) or any other default in performance for which simpli services is not responsible, simpli services will be entitled to insist on compliance with the contract and at the same time a penalty will be payable from the date of the determination of the default in performance and the delay in delivery.
- 8.5 If the supplier does not meet the delivery dates or performance deadlines, simpli services will be entitled to charge a penalty in accordance with the following principles if the Contractor does not subsequently duly provide the required delivery or performance in full within a grace period of 7 calendar days and/or provide proof that the delay was not caused by the Contractor or its vicarious agents. The penalty will be due for payment retroactively, i.e. from the agreed deadline or the time that the default in performance occurred. The penalty will be 1% of the net total price according to section 13. for each calendar week or part thereof, but will amount to at least EUR 1,000.00 per calendar week, beginning as of the first calendar week. The penalty will be capped at 10% of the net total price per incident that gives rise to payment of a penalty. simpli services will be entitled to assert claims for damages and/or warranty claims without prejudice to its claim for the penalty.
- 8.6 A deadline will also be deemed not to have been met if the Contractor does not duly provide the deliveries and services for inspection or acceptance, if simpli services refuses the release or acceptance due to a defect categorised as Class 1 to 4 in accordance with section 9.4, if the Contractor fails to meet a grace period that has been set, or if the acceptance testing conducted as part of trial live operations is interrupted due to reasons for which the Contractor is responsible.
- 8.7 The claim to the penalty will not be dependent on any actual loss or harm being incurred by simpli services. The right of simpli services to claim compensation for any further damage caused by the disruption to services and/or the delay in delivery, or to otherwise assert the legal remedies available under the contract (e.g. termination of the contract or withdrawal from the contract in accordance with Section 918 of the Austrian Civil Code (ABGB)), will remain unaffected by this.

- 8.8 Both in case of over- and/or underdeliveries of quantities ordered and in case of early delivery of goods and services, simpli services reserves the right to refuse acceptance of the delivery at the Contractor's expense or to charge any costs incurred accordingly.
- 8.9 The Contractor must inform simpli services without undue delay if it becomes apparent that the agreed deadlines and/or periods will not be met, stating the reasons and the expected duration of the delay. Unconditional acceptance of a delayed delivery will not constitute a waiver by simpli services of its rights in relation to the delivery not provided on time.

9. Acceptance and error classes

- 9.1 The mere acceptance of deliveries and services, temporary use of these or payments made will not constitute acceptance or any waiver of the rights to which simpli services is entitled.
- 9.2 The provision of a service or delivery and acceptance of this, insofar as the parties have agreed acceptance, will take place in accordance with the description of the delivery or service in the order and in accordance with any schedule and other enclosures to the contract. Once the services and deliveries have been duly provided by the Contractor, they will be checked for completeness and any visible defects before being accepted and released within a reasonable period following provision.
- 9.3 If a final acceptance has been agreed, the Contractor will provide simpli services with all goods and services provided in accordance with the contract and any project and service description on this date. Unless agreed otherwise, simpli services will carry out an acceptance test for a period of four weeks following proper provision of the complete works for acceptance as part of trial live operations to check whether all of the deliveries and services provided meet the requirements and features pledged. The Contractor may participate in the acceptance test free of charge. The Contractor must notify simpli services if it wishes to participate. The dates for this will be specified by simpli services. The acceptance period will be six weeks unless agreed otherwise. The acceptance test must be carried out within this period, with the date for this to be announced by simpli services.
- 9.4 Acceptance may be refused or provided with reservations by simpli services based on the errors that have occurred, which are categorised into error classes. The individual error classes are as follows:
- 9.4.1 Error class 1: Operation or use of the delivery or service or any of its essential functions is not possible.
- 9.4.2 Error class 2: Operation or use of the delivery or service is severely impaired, a workaround for the error is not possible or only possible with an unreasonable amount of effort.
- 9.4.3 Error class 3: Operation or use of the delivery or service is impaired, it is possible to circumvent the error via a technical or organisational alternative solution.
- 9.4.4 Error class 4: Operation or use of the delivery or service is possible with minor impairment.
- 9.5 In the event of acceptance of the delivery or service under the contract after errors have been

reported, the Contractor will be under an obligation to rectify these reported errors within a reasonable grace period. If no defects arise in the course of the acceptance test, or once any errors complained of have been rectified to the satisfaction of simpli services, full acceptance will be declared in writing to the Contractor. The date of this written statement will be the crucial date for commencement of the warranty period; however, this written statement will not have the effect of excluding simpli services's claims for any defects that are not indicated in the report.

Part IV

Other obligations of the Contractor

10. Spare / wear parts

- 10.1 Insofar as a corresponding supply of spare and wear parts is also required for use of the goods and services ordered as intended in simpli services's operations, the Contractor will provide to simpli services at its request an appropriate and sufficient supply of spare and wear parts, at least for the duration of the warranty period and up to one year after expiry of this. The price for the spare and wear parts will correspond with the price applicable at the time of ordering for this period; the parties will renegotiate the prices for the spare and wear parts subsequent to this period.
- 10.2 The Contractor must disclose to simpli services at its request the specifications suitable for ordering the spare and wear parts, the designations by their manufacturers and finally their company name and address, and if necessary also provide corresponding drawings and grant the rights to the drawings indicated in section 20.1. free of charge and irrevocably.

11. Subcontractors

- 11.1 Prior written consent from simpli services will be required before the Contractor appoints a subcontractor and/or changes a subcontractor that has already been appointed by name. The Contractor must notify simpli services of this in writing in advance and provide evidence of the required suitability of the subcontractor. However, any complete transfer of the contract or of an order is prohibited in all cases.
- 11.2 If simpli services grants its consent, the Contractor will ensure that all subcontracts issued within the scope of the contractual relationship with simpli services are designed in such a way that the Contractor fulfils its obligations to simpli services without any restrictions. The Contractor will in any case remain solely responsible for fulfilment of the contractual relationship with simpli services and compliance with all obligations arising from these GTCP in relation to simpli services. Consent from simpli services for the appointment or change of a subcontractor will not affect the Contractor's unlimited liability for the subcontractor.

12. The Contractor's duties to warn

- 12.1 The Contractor will be under an obligation to inspect the contractual documents and fundamental principles, execution documents, technical documentation and all other documents provided by simpli services or other companies involved, as well as the order-related instructions of simpli services continuously during the execution of the services for their suitability in terms of providing

the services owed in accordance with Part II. of the GTCP. If the Contractor recognises that these are insufficient or contradictory with regard to the feasibility of the service at certain points, the Contractor must notify simpli services of this in writing with an adequately precise description of the problem. Any effort or expenditure incurred for this inspection will be included in the agreed total net price.

- 12.2 Insofar as damage or a defect in the services is due to the fact that the contractual documents and fundamental principles, execution documents, technical documentation and all other documents provided by simpli services or other companies involved, as well as the order-related instructions of simpli services are unsuitable for the provision of the services in accordance with Part II. of the GTCP, the Contractor will be liable for this defect and any harm or loss attributable to this in any case in the event of failure to provide this notification. Furthermore, no objection can be raised to this extent based on sole or contributory culpability on the part of simpli services.
- 12.3 If the Contractor is no longer able to duly perform the services that it has taken on, it must notify simpli services without delay in writing of the reasons behind the impediment and indicate when the service can be resumed. This will not affect simpli services's claims in the event of default or defective performance. The mere acknowledgement by simpli services of the notification referred to herein will not constitute consent to the delay announced by the Contractor and a corresponding postponement to the agreed deadlines from the project plan.
- 12.4 Any warnings and notifications by the Contractor in accordance with the above provisions must be made in writing by e-mail to simpli services, describing the risk and at the same time making suggestions to prevent the risk.

Part V

General terms and conditions of contract

13. Remuneration

- 13.1 The prices agreed in the order will be the applicable prices. These prices will be fixed prices and net prices pursuant to Section 11 of the Austrian Value Added Tax Act (UStG). These fixed prices will where applicable include a set-up fee, the maintenance fee, licence fees and all other expenses required for flawless technical functioning of the services owed for the purposes of the guarantee of completeness in accordance with section 3, even if these are not expressly stated in the contract or its appendices
- 13.2 These fixed prices in accordance with section 13.1. will therefore cover and settle all services to be provided by the Contractor under this contract. All costs, fees and charges associated with the provision of the services, as well as expenses incurred by the Contractor, its employees or sub-contractors (e.g. accommodation costs, travelling time, etc.) will in particular be included in the total net price.
- 13.3 By entering into the contract, the Contractor declares that the services requested from it have been calculated in full in terms of execution, type and scope based on the contractual documents and fundamental principles provided to it. The Contractor will not be entitled to demand price

increases if the calculation bases change for any reason whatsoever, or if the assumptions made by the Contractor prove to be incorrect or if any errors in transmission have occurred. The Contractor equally cannot assert any claims arising from services that are cancelled or omitted.

- 13.4 If the Contractor reduces any list prices for the services to simpli services, including solely for parts of these, between entering into the contract and delivery, these price reductions shall be applied to the contract with simpli services.

14. Invoicing, payment terms, assignment

- 14.1 Invoices and other invoice documents must be sent in digital format (pdf file without digital signature and without password) with the invoice address “simpli services GmbH & Co KG, Hugo-Portisch-Gasse 1, A-1136 Vienna” to the e-mail address invoice@orf.at and must list all services provided up to the reference date, stating the individual price separately by item. However, invoices from abroad with foreign VAT applied may only be sent as originals by post to “simpli services GmbH & Co KG, Hugo-Portisch-Gasse 1, A-1136 Vienna, c/o Scanpoint GmbH, ORF-Rechnungsstelle, Business Center 799, 1000 Vienna”. The invoice must state the services executed, including the VAT identification number of simpli services (ATU 674 963 55), the delivery note number, the account of a banking institution domiciled in the EEA, the information stated on the order, such as the customer, order number, order item and the specified service units. Each invoice must include the content as prescribed by the Austrian Value Added Tax Act.
- 14.2 Invoicing by third parties or the assignment of claims against simpli services shall only be admissible following previous written consent from simpli services.
- 14.3 In addition to the requirements under section 14.1, the final (total) invoice must indicate the total amount, increases and reductions of the original order value and the value added tax, if incurred by law, along with all partial payments already made. The Contractor should assert all of its claims arising from the order in the final (total) invoice. Unconditional acceptance of the amount from the final invoice will exclude any subsequent claims by the Contractor.
- 14.4 Payment periods shall commence when the service has been provided and accepted by simpli services and simpli services has received a correct invoice (in compliance with the contract and with the law). The date of receipt of the invoice will not be counted. If simpli services requests any documents required to check the invoice until 14 days before the end of the term of payment, the latter shall be extended such that simpli services has at least seven days to check said invoice, after receipt of the relevant documents. Only upon expiry of this period of seven days and upon expiry of the term of payment will the payments fall due. simpli services will only be in default following a previous reminder by the Contractor. Payments will not be deemed a waiver of asserting defects and claims for damages.
- 14.5 The due date for payment of the interim invoices will apply once all of the aforementioned conditions have been met, with payment made either after a payment term of 14 calendar days with a 3% discount applied, or 30 days after receipt of the invoice. The due date for payment of the (partial) final invoices will apply once all of the aforementioned conditions have been met, with payment made either after a payment term of 30 calendar days with a 3% discount applied, or 60 days after receipt of the invoice. If simpli services has paid any invoices after rightfully deducting any cash discounts, such justified cash discounts shall remain unaffected by the fact of whether

and to what extent the agreed terms of payment and/or cash discount periods are observed in connection with any subsequent payments. If the payment day is a public holiday (bank holiday), the remittance shall take place on the following workday. The timeliness of the payment will be determined by the transfer or the debit date from the simpli services account.

- 14.6 simpli services reserves the right to offset any loss or harm for which the Contractor is liable or penalties against the payment due. simpli services also reserves the right to retain a 3% non-interest-bearing liability reserve for a period of 2 years from the date of service provision in accordance with the contract.
- 14.7 The Contractor will not be entitled to any claims for delay in payment beyond statutory interest on default.
- 14.8 The Contractor confirms that it is a business within the meaning of the Austrian Value Added Tax Act (Umsatzsteuergesetz) and will notify its valid VAT ID no. to simpli services upon entering into the business relationships. Should its VAT status or its VAT ID no. change in the course of the business relationship, it will notify simpli services of this fact without delay in writing.
- 14.9 The Contractor confirms that it will transport or ship the items to be delivered or arrange for their shipment and that the carriage or shipment of the items to simpli services will commence at the location specified as the Contractor's address in the contract. The Contractor will notify simpli services immediately if this is not the case (e.g. delivery from another warehouse, delivery by sub-suppliers) – in any case before invoicing – (by email to steuern@orf.at with the simpli services order number) and, upon request, will provide further documentation suitable for proving the delivery route of the items and their transportation order (e.g. consignment note, documents relating to the order placed with the carrier or freight forwarder).
- 14.10 A foreign contractor must confirm that it has no business establishment in Austria or that these services are not attributable to this business establishment.
- 14.11 Any contractor that is not subject to unrestricted tax liability in Austria will provide simpli services with an original certificate of residence within the meaning of the DBA-Entlastungsverordnung (double taxation treaty / relief regulation) with this certificate being confirmed by the foreign tax authorities, before the respective payment falls due. If simpli services does not receive an appropriate original certificate confirmed by the foreign tax authorities or if, due to legal provisions, the certificate does not entitle simpli services to effect payment exempt from withholding tax, simpli services shall be entitled to withhold tax at the statutory rate from the amount of compensation and forward the same to the Austrian tax authorities. The withholding tax will be borne by the Contractor. The Contractor will receive a tax certificate for the withholding tax. Said deduction of tax will not cause any default.
- 14.12 If claims are made against simpli services by the tax authorities in connection with the agreed services, which are based on incorrect content in the declarations by the Contractor or in its certificate of residence or on incorrect invoicing, the Contractor undertakes to indemnify simpli services and hold it harmless immediately in relation to these claims. Indemnification also includes the cost of appropriate legal defence and ancillary charges.

15. Warranty and guarantee

- 15.1 The Contractor warrants that its services under this contract are based on the state of the art as known in professional circles and by making the best possible use of the state of the art in science. The Contractor also warrants that the services have the properties as stipulated in the contract and otherwise the properties required as standard, are free from errors, and that any errors that arise within the warranty period will be remedied by the Contractor without delay and comply with the generally recognised rules of technology; the Contractor also warrants compliance with all general and special standards applicable in Austria for the provision of services or equivalent standards.
- 15.2 The Contractor must own all rights to all software components and all further developments, improvements and adaptations, including all copyrights and other intellectual property rights as well as exploitation rights, and shall be solely authorised to grant licences to these to third parties. The Contractor warrants that the software is free from third-party property rights that exclude or restrict use of the software under the contract.
- 15.3 simpli services reserves the right to decide at its own discretion whether to require improvement or replacement of the item and, if the primary remedies are not possible or are unreasonable or unreasonable for the creditor, to demand a price reduction or – unless the defect is a minor one – cancellation of the contract. If simpli services requires an improvement, the Contractor must remedy any defects without delay that arise during the warranty period at its own risk and expense. Following a request from simpli services, the Contractor must replace defective parts of the service with defect-free parts at its own risk and expense without delay. The Contractor must ensure that this does not disrupt simpli services's operational and business processes. In urgent cases and after notifying the Contractor, simpli services will also be entitled to remedy defects itself or have these remedied by third parties at the Contractor's expense without setting a grace period, without this affecting simpli services's claims for these defects; simpli services may proceed in this same manner itself without notifying the Contractor in cases that involve an imminent danger.
- 15.4 The warranty and guarantee period will commence as of the date of proper and defect-free delivery of the contractually compliant service or, if agreed, as of the date of acceptance and will end two years after this date. If the Contractor provides a longer warranty period then this longer warranty period will apply.
- 15.5 If simpli services notifies a defect out of court, the period for asserting all claims associated with the defect in court will be extended by one year in each case.
- 15.6 The warranty period for concealed defects will only commence once these become identifiable. If an expert is required in order to determine the existence of a defect, the costs incurred for this will be borne by the Contractor irrespective of any culpability.
- 15.7 The Contractor waives the defence of failure to provide notification or improper notification of defects in accordance with Section 377 Austrian Business Code (UGB).

16. Liability and product liability

- 16.1 The Contractor will be liable for all damage or loss resulting from defective fulfilment of the obligations incumbent on the Contractor and will indemnify simpli services and hold it harmless in this respect. The Contractor will also be liable for all acts and omissions of its employees, its vicarious agents or other parties appointed and called upon by it. The statutory regulations on liability in accordance with the Austrian Civil Code (ABGB) will apply in all other respects.
- 16.2 If claims are made against simpli services by third parties due to defects, product faults or damage arising from and in connection with the services, simpli services shall in any case be entitled to recourse in full against the Contractor, irrespective of the nature of the damage or the legal basis. The Contractor must indemnify simpli services and hold it harmless in this respect and must also reimburse simpli services for all court fees and lawyers' fees incurred in this regard. The Contractor will therefore be liable to the extent and for as long as simpli services is liable to customers and other third parties.
- 16.3 The Contractor undertakes to supply all documents, drawings, instructions and other documentation required for use as intended of the products supplied by it in full and without being requested to do so. Following a request from simpli services, the Contractor will also be under an obligation to name the respective manufacturer, importer or upstream supplier of the products delivered by it without delay, and no later than within two weeks, and to provide all appropriate evidence in its entirety free of charge. In the event of legal disputes in product liability cases, the Contractor will be under an obligation to support simpli services to the best of its ability and to reimburse simpli services for the reasonable costs of any such legal disputes.
- 16.4 If the Contractor becomes aware of any circumstances that could lead to product liability claims, it will be under an obligation to notify simpli services of this without delay and to reimburse simpli services for all expenses and loss and harm incurred by simpli services in connection with any recall actions of the defective products or for which simpli services is required to reimburse third parties.
- 16.5 The Contractor will be under an obligation to take out product liability insurance at its own expense for the liability risks that are insurable as standard for an appropriate order amount. The Contractor will also take out public liability insurance at its own expense with appropriate cover for financial loss, personal injury and property damage. Evidence that the public liability insurance and the product liability insurance have been taken out must be provided to simpli services without being requested by sending a copy of the insurance policy no later than before provision of the services commences. Payments by simpli services will only be made after the insurance policies have been submitted. The Contractor will be under an obligation to maintain the insurance policies until acceptance of the deliveries or services, which must be proven by submitting confirmation of the insurance at the request of simpli services.

17. Transfer of title and tools

- 17.1 simpli services will acquire title to the items upon delivery at the destination without the need for any further declarations or measures. Simple retention of title for credit purchases will be recognised by simpli services if the Contractor proves that the retention of title is necessary for the purpose of commercial credit insurance. No further retention of title beyond this will be recognised.

This retention of title will expire in any case upon payment of the agreed remuneration. The Contractor will be under an obligation to disclose without delay to simpli services any third-party rights to the items delivered or parts of these.

- 17.2 simpli services will retain title to the tools and materials (collectively referred to as “tools”) provided to the Contractor for the purposes of manufacturing or testing the products ordered by simpli services. Tools in which simpli services holds the title or obtains title will be loaned to the Contractor until this is revoked at any time. The Contractor will be under an obligation to handle the tools in which simpli services holds the title with care.
- 17.3 If the Contractor undertakes to manufacture tools, simpli services will obtain title to these following completion and payment of at least 80% of the manufacturing costs. The tools must be labelled by the Contractor as the property of simpli services and may only be used to manufacture the products ordered by simpli services.
- 17.4 The Contractor will be under an obligation to insure the tools at replacement value against fire, water damage and theft at its own expense. At the same time, the Contractor hereby assigns all claims for compensation arising from this insurance. The Contractor will be under an obligation to maintain the insurance until acceptance of the deliveries or services, which must be proven by submitting confirmation of the insurance at the request of simpli services. The Contractor will bear the costs for any tools which are the property of the Contractor. simpli services will be entitled to claim damages if the Contractor culpably fails to do so.
- 17.5 The parties to the contract agree that the Contractor may not assert any rights of retention in respect of these tools for any reason whatsoever. After the delivery has been completed, the Contractor must surrender the tools to simpli services immediately on demand.

18. Term and termination of the contract

- 18.1 The contract will come to an end upon expiry of the time limit specified in the order (contractual term) or, in the case of target business, upon fulfilment of the agreed obligations, without the need for a separate notice of termination. If no time limit or target business has been agreed, the contract will be deemed to have been entered into for an indefinite term. Notwithstanding these provisions, the contract may be rescinded at any time for cause with immediate effect.
- 18.2 simpli services will be entitled to terminate the contract in writing at any time without giving reasons – including in relation to individual components and individual parts of the services – subject to a notice period of two months. The Contractor will be entitled to terminate the contract insofar as it has been entered into for an indefinite term subject to a notice period of six months effective as of the last day of any month.

19. Withdrawal from the contract and extraordinary termination

- 19.1 simpli services may withdraw from the contract or from individual orders at any time until the contractual service has been accepted. If the service consists of partial services, simpli services may withdraw at any time with regard to partial services that have not yet been acquired. In terms of the (partial) services covered by the withdrawal, the Contractor shall only be entitled to the remuneration to be calculated in accordance with section 13. insofar as these are partial services

that can be used by simpli services; any further claims beyond this will be excluded.

- 19.2 Without prejudice to its other rights and remedies to which it is entitled in accordance with or in connection with a contract, simpli services shall be entitled to terminate the contractual relationship, including partially, with respect to individual orders by means of a written notice of extraordinary termination with immediate effect, or to withdraw from this contractual relationship, for the reasons stated below in particular:
- 19.2.1 if there is a change of control at the Contractor's company, with the Contractor being under an obligation to notify simpli services of an impending change of control in good time, or
- 19.2.2 if the legal requirements for simpli services to provide the services in accordance with this contract cease to apply; or
- 19.2.3 if there are reasons of a legal, technical, economic or operational nature within the Contractor's sphere which make proper further provision of the services impossible or unreasonable for simpli services, or
- 19.2.4 if the Contractor becomes unsuitable.

20. Rights of use and infringement of industrial property rights

- 20.1 The Contractor will grant simpli services the appropriate, non-exclusive, irrevocable and transferable rights of use, unlimited in terms of geographical territory, time and content, to the plans, drawings and other documentation provided by it for the deliveries and services to be provided, as well as any components supplied and the method of execution, with the result that unrestricted use of the deliveries and services (including commissioning, repair, maintenance, new production in the event of replacement by third parties) is guaranteed.
- 20.2 The Contractor warrants that the plans, drawings and other documentation provided by it for the goods and services to be provided, as well as the components supplied and the method of execution as a whole do not infringe any third-party industrial property rights, e.g. patents or copyrights, trade or business secrets.
- 20.3 If use of the deliveries or services or parts of these is prohibited by a court decision or if the Contractor believes that there is a threat of legal action for infringement of industrial property rights or (supplementary) ancillary copyrights, the Contractor will take the following action at simpli services's discretion:
- 20.4 The Contractor may
- 20.4.1 modify the delivery or service in such a way that rights are no longer infringed, provided that these are equivalent to the service and delivery as originally agreed, or
- 20.4.2 make the right to continue using the service or delivery available to simpli services, if necessary by acquiring the necessary rights of use, with the Contractor releasing simpli services from any obligations arising in this context, or
- 20.4.3 replace the service or delivery with a different one that does not infringe any rights and meets the

requirements of simpli services or is equivalent to the deliveries or services that have been replaced.

- 20.5 If the alternatives stated above are not feasible or are only feasible with an unreasonable burden placed on simpli services, simpli services will have an immediate right of withdrawal from the contract. At the same time, the Contractor will be under an obligation to repay the remuneration already received from simpli services on a pro rata basis to the extent that the service performed or delivery made cannot be utilised by simpli services. simpli services must also be compensated for any harm or loss incurred as a result of the fact that the services and deliveries now need to be provided in a different manner.

Part VI

Final provisions

21. Confidentiality

- 21.1 The Contractor undertakes to maintain the confidentiality and secrecy of all information and data, communications, documentation, business and trade secrets and expertise etc. ("**confidential information**") that are disclosed, handed over or provided within the scope of the contract, whether in writing, verbally or by way of electronic data processing, or of which it acquires knowledge in any other way.
- 21.2 The Contractor undertakes to use this confidential information exclusively for performing the contract, to neither pass it on to third parties in full or in part or in excerpts nor make it accessible to third parties in any other form, to not process it elsewhere, and especially not for its own purposes, and to not use or exploit it in any other way.
- 21.3 The Contractor must take all reasonable precautions in order to prevent unauthorised use of confidential information and/or to avoid any third-party access to this confidential information. The Contractor will also be under an obligation to sign a separate non-disclosure agreement following a demand by simpli services.
- 21.4 The Contractor must demonstrably obligate any persons who may gain access to this confidential information under this contract to comply likewise with all the confidentiality obligations imposed on the Contractor, including beyond the termination of the activity of these persons for the Contractor's company or beyond the end of the contractual relationship between simpli services and the Contractor.
- 21.5 If and insofar as third parties ("vicarious agents") are engaged by the Contractor for fulfilment of the contract, this shall require simpli services's written consent beforehand and the confidentiality obligations must be imposed on the vicarious agents contractually and demonstrably. If the Contractor fails to impose the confidentiality obligations, it shall be liable for all damage or loss.
- 21.6 The Contractor will be under an obligation immediately to return to simpli services the confidential information or to destroy or delete this irrevocably, including copies in hardcopy and electronic format and all documents in which reference is made to the confidential information, at any time, including after termination of the contract, at the request of simpli services. The deletion or destruction must be confirmed in writing by the Contractor at any time at the request of simpli services in each individual case and must be documented by evidence.
- 21.7 In the event of a culpable breach of these confidentiality obligations by the Contractor, one of its employees or other vicarious agents, simpli services shall be entitled to demand a contractual penalty of 10% of the total price, but at least EUR 15,000.00, irrespective of the amount of the harm or loss suffered. In the event of a breach of the confidentiality obligations, simpli services will also be entitled to terminate the contract immediately without notice. simpli services expressly reserves the right to assert further claims for damages in any case.

22. Data protection

- 22.1 The Contractor provides a warranty for the security and therefore confidentiality, integrity and availability of data in accordance with Article 5(1)(f) GDPR, Article 28(3)(c) GDPR and Article 32 GDPR, to the extent that personal data of simpli services should come to its knowledge within the scope of the contract. The Contractor therefore warrants that it will implement appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, unlawful use or access by unauthorised persons and warrants that the processing will be carried out in accordance with the applicable legal provisions and that the protection of personal data is guaranteed, and in particular that a level of security is ensured that is appropriate to the risks posed by the processing and the nature of the data. simpli services expressly reserves the right to review these technical and organisational measures prior to entering into the contract and also following this itself or via third parties at the Contractor's premises and to demand corresponding changes/adjustments as applicable.
- 22.2 The Contractor confirms that it is aware of the relevant applicable data protection regulations, in particular the GDPR and the Austrian Data Protection Act, and that it complies with these and has designed its internal organisation (including technical and organisational measures) in such a way that it complies with the respective statutory requirements. The Contractor will be under an obligation in particular not only to fulfil special statutory confidentiality obligations but also, in accordance with this contract, to safeguard the confidentiality of data that comes to its knowledge in the course of data processing. The Contractor must also obligate all individuals who may become aware of data to maintain confidentiality pursuant to Article 28(3)(b) GDPR and Section 6 of the Austrian Data Protection Act before commencing activities under this contract. This confidentiality obligation shall continue beyond the termination of the activity of these persons and beyond their departure from the Contractor's company.
- 22.3 Confidential data and information or other information requiring special treatment (e.g. access data, passwords or personal data in accordance with the GDPR) may only be stored in the Contractor's IT system or transmitted to simpli services in encrypted format. Only recognised encryption methods and minimum key lengths that are also considered to be secure for the future according to the current state of the art may be used. Encryption algorithms developed in-house will not be permitted. With key generation, secure keys must be generated. The secure storage of keys must be supported. The encryption methods and the encryption libraries used as well as the algorithms used to generate the keys must all be documented.
- 22.4 The Contractor will be liable to simpli services for any property damage, financial loss or personal injury including any lost profit caused by it or through actions or omissions on the part of its employees or agents or of persons otherwise engaged and consulted by it. In particular, the Contractor will be liable for any disadvantages that arise for simpli services due to the violation of any of the provisions of this contract or of applicable data protection regulations.
- 22.5 This will not affect simpli services's right to demand a contractual penalty in the amount of 10% of the total price, but at least EUR 15,000.00, irrespective of the amount of the harm or loss, in the event of a breach of the data protection obligations and a breach of the obligation to impose data protection obligations by contract. In the event of a breach of the confidentiality obligations, simpli services will also be entitled to terminate the contract immediately without notice. simpli services expressly reserves the right to assert further claims for damages in any case.

- 22.6 These provisions will continue beyond the termination of the contractual relationship.
- 22.7 Insofar as simpli services commissions the Contractor with the processing of personal data as a processor pursuant to Article 4(8) GDPR, the Contractor undertakes to enter into a processor agreement pursuant to Article 28(3) GDPR with simpli services at the request of simpli services at the same time as signing the contract, as well as to make other additional declarations and provide documents and evidence in accordance with Article 28 GDPR, including directly in relation to the controller (e.g. if simpli services itself is acting as a contractor for a customer who is the controller and commissions the Contractor).

23. Right of review of simpli services

- 23.1 simpli services will be entitled to review compliance with the provisions of a contract and these GTCP by the Contractor and any subcontractors or to have this review carried out by an independent auditor. Following appropriate prior notification, simpli services will also be entitled to review compliance with the terms and conditions contained in this contract at all of the Contractor's premises and locations relevant to the services in question.

24. Publications and references

- 24.1 Only with express prior written consent will the Contractor be entitled to refer to simpli services by name, brand and/or company logo or to any existing or already terminated business relationship on advertising media, in particular electronic and non-electronic advertising media (e.g. company and product brochures), print media (e.g. newspapers, magazines), electronic media, online media and in particular on its own website, social media pages and via news services, as well as at advertising events, in particular trade fairs and product demonstrations.

25. Applicable law

- 25.1 The GTCP shall be subject to Austrian law to the exclusion of the rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods. Application of Austrian private international law and other conflict of law rules is explicitly excluded.
- 25.2 The parties to the contract waive the right to contest the contract on the grounds of mistake, avoidance on the grounds of frustration of contract and reduction of the price by more than half (laesio enormis). Section 915 of the Austrian Civil Code (ABGB) will not be applicable.

26. Place of jurisdiction

- 26.1 The exclusive jurisdiction of the Commercial Court of Vienna is agreed as the place of jurisdiction for the parties to the contract for all disputes arising from or in connection with these GTCP, a contract or the orders, including in particular with respect to the question of their existence in law and validity.

27. Severability clause

- 27.1 Should any provision of the GTCP or the contract be invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the other provisions. The invalid or unenforce-

able provision shall be replaced by a valid or enforceable provision that comes as close as possible to the economic content of the invalid or unenforceable provision; the same shall apply accordingly to any loopholes in the GTCP.

28. Legal succession, assignability

- 28.1 The GTCP will place each of the parties and their legal successors under an obligation in accordance with the provisions of the GTCP. The Contractor will not be entitled to assign the contract or the rights and obligations arising from the contract between the parties based on this contract to a third party or to transfer these in any other way, including by way of universal succession in law, without prior written consent from simpli services. However, simpli services will be entitled without the consent of the Contractor to transfer the services and the contractual relationship with the Contractor and the rights and obligations arising from these to other companies affiliated with simpli services pursuant to Section 189a (1) no. 8 of the Austrian Business Code (UGB). If simpli services wishes to assign the services and the contract to a third party, the Contractor must be notified of this in advance and may object to the transfer in writing within 14 working days of this information being sent for good cause, whereby the reason provided must be so serious that it would justify extraordinary termination.

29. Language of the contract

- 29.1 These GTCP were drawn up in German. In the event of any inconsistencies or discrepancies between the German version and any of the other language versions of the GTCP, the German version shall take precedence. The contract language is German.

30. Notifications

- 30.1 All notifications and declarations must be made in writing and must be submitted by a representative of the respective party authorised for this purpose. For the avoidance of doubt, written form does not mean a signature pursuant to Section 886 of the Austrian Civil Code (ABGB) and therefore text form (e.g. e-mail) shall be sufficient, unless the written form is specifically agreed or is required by law. In the event of delivery by e-mail, the notification shall be deemed to have been received on the date it was sent, provided that it was sent on a working day during normal business hours and the sender did not receive an error message.
- 30.2 Any changes of postal address, e-mail address or other contact information of a party to which notices are due to be delivered will become effective towards the other party upon receipt of any such notification.