

General Terms of Delivery and Payment (GTD)

of Oesterreichische Banknoten- und Sicherheitsdruck GmbH
(hereinafter "OEBS")



OESTERREICHISCHE
BANKNOTEN - UND
SICHERHEITSDRUCK
GMBH

1. Scope

These Terms and Conditions shall apply to all deliveries and services and shall be an integral part of any offers, order confirmations and contracts of OEBS. Any Terms and Conditions of the Customer that are contrary to or inconsistent with these GTD shall be invalid. This also applies in case OEBS does not expressly reject the general Terms and Conditions of the Customer. Any provisions deviating from or supplementing these Terms and Conditions are subject to OEBS's express written acceptance or acceptance in text form (e.g. E-Mail) to be effective. These GTD shall apply to future transactions between the contracting parties, even if no express reference is made to them. Should any provision of these GTD be or become wholly or partially invalid the validity of the remaining provisions and of any contracts concluded on the basis thereof shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the intent and purpose of the invalid provision.

2. Offer and Conclusion of Contract

2.1. Offers and prices of OEBS are generally subject to change and non-binding, unless expressly agreed otherwise.

2.2. The contract shall be deemed concluded after OEBS has sent the written order confirmation or upon delivery of the goods or performance of the services.

2.3. Oral side agreements, representations, or statements shall only be binding, if confirmed by OEBS in text form (e.g. E-Mail) or in writing.

2.4. The customer shall obtain any official permits or approvals from third parties required for the performance of the contract and shall indemnify and hold OEBS harmless in this respect. OEBS shall not be obligated to commence performance of

services before such permits or approvals have been submitted to OEBS.

3. Delivery

3.1. Unless expressly otherwise agreed delivery of the products shall be made Ex Works (EXW), Incoterms 2020, to OEBS, Garnisongasse 15, 1090 Vienna.

3.2. If no delivery date has been agreed, a reasonable delivery deadline shall be deemed agreed upon. The Customer shall strictly adhere to a binding delivery date agreed upon.

3.3. If it has been agreed that the goods should be requested within a specified period, OEBS shall be entitled to fully or partly withdraw from the contract without granting a grace period if the goods have not been requested within that period. Irrespective thereof, OEBS shall in any case be entitled to charge reasonable storage fees for the duration of the storage.

3.4. Unless partial deliveries are possible and have been contractually agreed, deliveries shall be one-time deliveries.

3.5. If delivery or acceptance of the product cannot be performed at the agreed date for reasons attributable to the Customer, OEBS shall be entitled to charge the Customer any costs incurred by OEBS as a result thereof.

4. Prices

4.1. Price quotations shall become binding only upon OEBS written order confirmation specifying the scope of services. Any deliveries and services exceeding the confirmed scope of services may be invoiced separately by OEBS.

4.2. All prices are stated in EURO and quoted Ex Works (EXW), Incoterms 2020, to OEBS, Garnisongasse 15, 1090 Vienna and exclude packaging, loading, insurance, and statutory value-added tax. Any fees, taxes or other charges

incurred in connection with the delivery, shall be borne by the Customer. If delivery to the Customer's premises has been agreed, the prices shall be without unloading. Discounts, rebates or credit notes are deducted from the sales prices excl. value-added tax.

4.3. OEBS shall be entitled to charge the Customer additional costs incurred by OEBS as a result of a delay for which OEBS is not responsible, including, but not limited to, delays in connection with the clarification of technical or legal requirements, or as a result of overtime, night work, Sunday work, or public holiday work, requested by the Customer.

4.4. Any subsequent changes, additions, or deviations from the agreed scope of services shall require OEBS's prior written consent and shall be charged separately.

5. Terms of Payment

5.1. Unless otherwise agreed in writing, payments shall be made in EURO within 5 (five) calendar days from the invoice date, net and without deduction.

5.2. For a payment to be considered timely, the invoiced amount is made available in the account designated by OEBS.

5.3. Payments may not be withheld on account of warranty claims or other claims or set off on account of counterclaims of the Customer.

5.4. Where an advance payment has been agreed, OEBS shall have no obligation to commence performance of the contract prior to receipt of such advance payment.

5.5. If the Customer is in default with payment or any other obligation, OEBS may, at its sole discretion:

- i) insist on performance of the contract; or
- ii) withdraw from the Contract if the Customer fails to comply within a reasonable grace period and claim compensation for any resulting damages from the Customer; or
- iii) declare all outstanding amounts immediately due and payable, including any amounts not yet due.

5.6. OEBS shall be entitled to suspend the performance of the Contract for so long as the Customer remains in default as defined in Clause 5.5.

5.7. In the event of late payment by the Customer, OEBS shall be entitled to charge default interest at a rate of 8 (eight) percentage points above the base interest rate of the European Central Bank (ECB).

OEBS reserves the right to claim compensation for any additional damages resulting from the default.

5.8. The Customer shall further reimburse OEBS for all pre-litigation costs incurred, including, but not limited to, reminder charges and attorneys' fees, insofar as such costs were necessary for the proper pursuit and enforcement of OEBS's claims.

6. Retention of Title

All products delivered shall remain OEBS's sole and unrestricted property until OEBS has received full payment of all amounts due in respect of the relevant delivery. Until full payment has been made, the Customer shall not pledge, transfer by way of security, or otherwise grant any third-party rights in the products. The Customer shall comply with all labelling requirements and other formal requirements to safeguard OEBS's ownership rights to the products.

7. Warranty

7.1. The warranty period shall be 6 (six) months from acceptance of the product. If no acceptance takes place, or if no acceptance procedures are provided, the warranty period shall commence upon delivery of the product to the Customer. The presumption rule set forth in Section 924 of the Austrian Civil Code (ABGB) is expressly excluded. The Customer shall bear the burden of proving that any defect existed at the time of delivery.

7.2. The Customer shall only be entitled to warranty if the Customer has immediately notified the defect upon its discovery and submitted a detailed written description of it to OEBS. Defects in part of the goods delivered shall not entitle the Customer to refuse acceptance of all goods delivered by OEBS. OEBS shall be entitled, at its discretion, to select from among the available warranty remedies the remedy most favourable to OEBS. The Customer shall not be entitled to continue to use or process the product after the defect has been discovered, unless this has been agreed with OEBS in writing; otherwise, the Customer's warranty claim shall expire.

7.3. Unless defects are notified to OEBS in writing within 2 (two) days following receipt of the goods, the defect shall be deemed accepted. Hidden defects not discovered despite careful inspection shall be notified to OEBS in writing within 2 (two) days of their discovery; otherwise, they shall be deemed accepted.

7.4. If warranty work must be performed on the Customer's premises, the Customer shall provide the required resources and specialists free of charge. The Customer shall take all necessary measures to facilitate the performance of the warranty work.

7.5. OEBS shall not be liable for any defects resulting from improper use, maintenance, or storage of the products by the Customer.

7.6. Any modifications, repairs or maintenance work performed on the products without OEBS's written consent, shall void all warranty claims relating to the affected products.

7.7. The performance of work and deliveries under warranty shall not extend the warranty period.

7.8. The assertion of a defect shall not relieve the Customer of its obligation to make payment when due.

7.9. The Customer shall not be entitled to return goods subject to complaint without OEBS's prior written consent. If such goods are nevertheless returned to OEBS, the Customer shall reimburse OEBS for all costs incurred as a result thereof. The receipt of such goods by OEBS shall not entitle the Customer to deduce claims or legal consequences therefrom. Likewise, the inspection of a defect by OEBS shall not constitute an acknowledgement of the defect or have any other legal effect.

7.10. OEBS's liability for consequential damages arising from defects shall be limited to cases of intent or gross negligence.

8. Damages

8.1. OEBS shall be liable only for damages caused by OEBS, its employees or its agents through intent or gross negligence. The Customer shall bear the burden of proving the existence of intent or gross negligence. To the extent permitted by applicable law OEBS shall not be liable for damage resulting from slight negligence and not obliged to reimburse the Customer for any consequential damages and lost profit. The foregoing limitations and exclusions of liability shall not apply to personal injury claims.

8.2. Any claims for damages and any recourse claims against OEBS shall, failing which they shall be barred, be asserted before the competent courts within 6 (six) months from the date on which the Customer became aware of both the damage and the identity of the party causing such damage.

9. Termination and Force Majeure

9.1. In addition to the cases set forth above, OEBS shall be entitled, in particular, to terminate the contract if:

i) the performance of the delivery or the beginning or continuation of the service becomes impossible or is delayed despite the granting of a reasonable grace period for reasons attributable to the Customer.

ii) justified doubts arise regarding the Customer's creditworthiness and, upon OEBS's request, the Customer fails to make an advance payment or to provide adequate security;

iii) the ownership or control structure of the Customer change and, as a result thereof, a direct competitive relationship arises between the Customer and OEBS.

9.2. Any rights accrued under the contract prior to its termination shall remain unaffected by such termination. This shall be without prejudice to any statutory restitution claims arising as a consequence of the termination.

9.3. If OEBS is unable to deliver the products or perform the services due to Force Majeure, OEBS shall be released from their delivery and performance obligations. Force majeure shall include, without limitation, acts of war by civilian or military authorities, legal restrictions, embargoes, non-granting of export licences, mobilisations, rebellions, terrorist attacks, legal strikes and lockouts, epidemics, fire, explosions and inevitable general shortage of raw materials and energy, provided that these events last for more than 30 (thirty) calendar days.

10. Intended Use

The Customer undertakes to use the contractual product in accordance with its intended use, i.e. in accordance with the intention and purpose of the contract. If the contractual product is not used in accordance with the contract's intention and purpose, the Customer shall pay OEBS a penalty of 100% of the contract value, at least however EUR 50,000.00. To the extent permitted by applicable law, any rights to a reduction by the court shall be excluded.

11. Confidentiality

Any information and documents provided to the Customer by OEBS in connection with a contract shall be kept strictly confidential and shall under no circumstances be disclosed or made available to

any third party unless otherwise agreed in writing. The Customer shall ensure that those employees who require access to such information or documents for performance of their professional obligations are bound by corresponding written obligations to maintain confidentiality to the same extend. If the Customer breaches this confidentiality obligation, OEBS shall be entitled to claim a contractual penalty of 100% of the respective contract value, at least however EUR 50,000.00. To the extent permitted by applicable law, any rights to a reduction by the court in this respect shall be excluded. The payment of a contractual penalty shall not exclude OEBS's right to claim damages resulting from a breach of the confidentiality obligation. The confidentiality obligation shall survive termination or expiration of the contractual relationship and shall remain in effect for an unlimited period of time.

12. Jurisdiction and Governing Law

12.1. For all disputes arising out of or in connection with a Contract, including disputes concerning its existence or non-existence, the court in Vienna having subject-matter jurisdiction shall have exclusive jurisdiction.

12.2. Contracts shall be governed by Austrian law without regard to the UN Sales Law.

13. Severability

If individual provisions of a contract are invalid or unenforceable, in whole or in part, or if they become invalid or unenforceable due to legislative amendments after conclusion of such contract, the remaining contractual provisions and the validity of the contract as a whole shall not be affected thereby.

As of October 1st 2026