



## Standard Framework Agreement of next system Vertriebsges.m.b.H.

Status: July 2025

This production and supply agreement (hereinafter "Framework Agreement") is concluded between

<b>next system Vertriebsges.m.b.H.</b>	and	<b>CLIENT</b>
Strohrogasse 4		Street
1210 Vienna, Austria		PC, Place
FN: 209521w, Commercial Court Vienna		Company registration number
VAT no: ATU51685804		VAT no.
(herein also referred to as NEXT SYSTEM)		(herein also referred to as CLIENT)

The parties are individually referred to as the "Contracting Party" and jointly as the "Contracting Parties".

### 1. Object of the Agreement

- 1.1. This Framework Agreement defines the framework conditions under which NEXT SYSTEM sells and delivers products (hereinafter referred to as "PRODUCT" or "PRODUCTS") to the CLIENT. PRODUCTS in the terms of the Framework Agreement are all goods and other services that NEXT SYSTEM supplies or has to supply to the CLIENT for the duration of the Framework Agreement following an order by the CLIENT.
- 1.2. Expressly not part of the Framework Agreement are the Contracting Parties' own general terms and conditions of business, such as terms and conditions of delivery, purchase, contract and payment, even if these are contained or referred to in the orders, or other documents or order confirmations belonging to these orders.

### 2. Order Processing

- 2.1. For better planning, the Contracting Parties may regularly agree in writing which quantities of the individual PRODUCTS listed in Annex JA will be ordered in a period to be defined by the Contracting Parties (hereinafter referred to as "Quantity Contract"). The Quantity Contract requires express written confirmation by NEXT SYSTEM. The Quantity Contract is binding for the Contracting Parties and subject to the provisions of this Framework Agreement.
- 2.2. The CLIENT calls off the PRODUCTS from NEXT SYSTEM by means of an order issued in writing (hereinafter "Individual Order" or "Individual Orders"). If an order is placed within the framework of a valid Quantity Contract, NEXT SYSTEM has a delivery obligation with regard to call-off orders. Individual Orders within the framework of an existing Quantity Contract must explicitly refer to it.
- 2.3. If an order is placed outside an existing Quantity Contract, a delivery obligation of NEXT SYSTEM shall only arise if and from the time that the CLIENT receives a written order confirmation from NEXT SYSTEM.
- 2.4. The provisions of the Framework Agreement are binding for each Individual Order placed. Any special agreements must be made in writing. Individual Orders must be in writing to be valid. Messages sent by fax or e-mail shall also be deemed to be in writing.
- 2.5. If relevant conditions (for example heat, cold, moisture etc.) for the PRODUCTS result from the intended use, the place of use or the conditions of use, the CLIENT must inform NEXT SYSTEM separately in writing. Any resulting increased requirements for the PRODUCTS must be agreed on separately. Any increased costs resulting from this are to be covered by the CLIENT.





- 2.6. If the CLIENT does not accept the PRODUCT quantities ordered in any Quantity Contract within 2 (two) months after expiry of the period specified in the Quantity Contract, the CLIENT must still pay the agreed price to NEXT SYSTEM.

### **3. Contract Fulfilment and Default**

- 3.1. Unless otherwise individually negotiated and expressly agreed in writing, fulfilment by NEXT SYSTEM "EXW" (Incoterms 2020) shall take place at the place named by NEXT SYSTEM, which in case of doubt is the registered office of NEXT SYSTEM.
- 3.2. The date of fulfilment stated in the respective Individual Order is binding, provided that it is accepted by NEXT SYSTEM by issuing an order confirmation.
- 3.3. Provided that fulfilment takes place through provision at the location specified by NEXT SYSTEM, which in case of doubt is the registered office of NEXT SYSTEM, the CLIENT must arrange for collection at the time specified by NEXT SYSTEM, otherwise the CLIENT is in default of acceptance. If the time of collection has not already been made clear in the order confirmation, NEXT SYSTEM shall inform the CLIENT of the time of collection at least 3 (three) working days in advance.
- 3.4. If the CLIENT is in default of acceptance based on this Framework Agreement, NEXT SYSTEM is entitled to withdraw from the confirmed Individual Order in whole or in part with immediate effect without setting a grace period, or to retain the Individual Order and store the PRODUCTS at the risk and expense of the CLIENT. Failure to take delivery of the PRODUCTS in time shall in any event result in the transfer of risk to the CLIENT. In the event of default of acceptance, the CLIENT must compensate NEXT SYSTEM for all damages, of whatever nature, incurred as a result.
- 3.5. If the PRODUCTS are dispatched on the basis of a written agreement between NEXT SYSTEM and the CLIENT, the CLIENT shall bear the risk for the dispatch. In this case, the delivery shall be deemed to be effected as soon as the PRODUCTS have left the warehouse of NEXT SYSTEM.
- 3.6. If it becomes foreseeable to NEXT SYSTEM that fulfilment will not be possible at the agreed time, NEXT SYSTEM may inform the CLIENT accordingly. In this case, the CLIENT shall also accept fulfilment within a reasonable period of grace, set by NEXT SYSTEM, without the CLIENT being entitled to compensation for any damage or costs. If NEXT SYSTEM does not fulfil its obligations even after this reasonable period of grace, the CLIENT is entitled to withdraw from this Individual Order, and to demand compensation for damages in accordance with the limitations of liability as provided by this Framework Agreement.
- 3.7. NEXT SYSTEM is released from its performance for the duration of the existence of special circumstances such as unforeseen events and force majeure (e.g. war, civil commotion, force of nature, pandemics, accidents, licensing orders, other operational disruptions, delays in the delivery of essential operating materials or primary materials, etc.), insofar as these circumstances affect NEXT SYSTEM or its suppliers, and impair the ability of NEXT SYSTEM to deliver. In the cases mentioned above NEXT SYSTEM is also entitled to withdraw from the Agreement without compensation for any damages if NEXT SYSTEM is unable to perform, or cannot reasonably be expected to perform, or an end to the impediment to performance is not foreseeable.
- 3.8. NEXT SYSTEM is entitled to transfer its contractual obligations to the CLIENT in whole or in part to third parties.
- 3.9. NEXT SYSTEM exercises the diligence of a prudent operator within the meaning of § 347 UGB in all its business activities. A standard of care that goes beyond this does not apply to NEXT SYSTEM, unless otherwise agreed in writing.

### **4. Subsequent Changes**

- 4.1. Subsequent changes and additions to the PRODUCTS, the Individual Order, the scope of production or delivery, changes in the number of items, cancellations, etc. requested by the CLIENT (hereinafter referred to as "Product Changes") must be promptly communicated to NEXT SYSTEM. The CLIENT will provide NEXT SYSTEM with all the complete and correct information, including attachments, which is necessary for a decision on the implementation of the change requests. NEXT SYSTEM shall try to implement the CLIENT's product change requests as far as possible, unless prevented by serious or objective reasons.
- 4.2. Any costs resulting from the CLIENT's product change requests shall be covered by the CLIENT.





- 4.3. NEXT SYSTEM is entitled to deliver PRODUCTS other than those specified, provided that they comply with the agreed PRODUCTS in terms of quality, form and function. Any further product change requests from NEXT SYSTEM must promptly be communicated to the CLIENT. The CLIENT must not refuse consent change requests from NEXT SYSTEM without a serious or objective reason.

## **5. Prices**

- 5.1. The prices for the PRODUCTS are specified in the price list in Annex .A or in the Quantity Contract. In the event of a change to the price list, NEXT SYSTEM must send the amended price list to the CLIENT. If the CLIENT does not object within 4 (four) weeks of receipt of the new price list, the amended price list shall become applicable to call-offs from the Quantity Contract or Individual Orders outside the Quantity Contract after 8 (eight) weeks from delivery.
- 5.2. NEXT SYSTEM reserves the right to increase the price corresponding to the value change in exchange rates if fluctuations in the exchange rate of more than 3 % occur between the time the order is placed and the contractual fulfilment.
- 5.3. All prices quoted in this Framework Agreement, in any Quantity Contract or Individual Order are to be understood in € (EURO) and exclusive of the statutory value-added tax.
- 5.4. Unless otherwise individually negotiated and expressly agreed in writing, the price does not include any intellectual property rights that are absolutely necessary for contractual use, such as in particular patent rights, copyrights, design rights, and utility model rights, in the deliveries or services of NEXT SYSTEM. The CLIENT acquires a mere non-exclusive licence to use the work, strictly limited to the immediate contractual purpose.

## **6. Retention of Title and Assignment of Claims**

- 6.1. NEXT SYSTEM expressly reserves ownership of the PRODUCTS until complete fulfilment of the CLIENT's consideration. Until revocation, the CLIENT is authorised to resell the PRODUCTS purchased from NEXT SYSTEM in the normal course of business unless he is in default of payment to NEXT SYSTEM.
- 6.2. The CLIENT already now assigns to NEXT SYSTEM the claims against his contractual partners to which he is entitled from the disposal of goods subject to retention of title, including all ancillary claims to secure the open claims. The CLIENT is obliged to record the assignment of these claims to NEXT SYSTEM in his accounts immediately, stating the amount, legal ground, debtor, assignee and date of assignment, and to inform NEXT SYSTEM of this. At the request of NEXT SYSTEM the CLIENT must provide evidence of this entry.
- 6.3. The CLIENT may not dispose of such assigned claims as long as NEXT SYSTEM still has outstanding claims against him on whatever legal grounds. If the vendee of the goods subject to retention of title insists on a prohibition of assignment, the CLIENT may only conclude a contract if he is expressly authorised to do so by NEXT SYSTEM. If the goods subject to retention of title are sold for cash payment, the CLIENT is obliged to keep the cash received separate from his own and third party cash, to inform NEXT SYSTEM of this in writing, and to make a corresponding entry in the accounts.
- 6.4. Insofar as there is a retention of title in favour of NEXT SYSTEM in accordance with the above provisions, the CLIENT must furthermore inform the vendee in writing that the goods are the property of NEXT SYSTEM and that the vendee is not entitled to resell the goods. The CLIENT must adequately insure all goods that are subject to retention of title in favour of NEXT SYSTEM with the diligence of a prudent operator and hereby assigns any claims arising from damage to these goods to NEXT SYSTEM.
- 6.5. If NEXT SYSTEM justifiably withdraws from the Framework Agreement for whatever reason, NEXT SYSTEM is entitled to take immediate possession of the goods subject to retention of title, wherever these are located. For this purpose, the CLIENT must allow NEXT SYSTEM to enter his premises and must not prevent NEXT SYSTEM from removing them.

## **7. Terms of Payment**

- 7.1. Unless otherwise agreed in writing, the purchase price or any other consideration is due as soon as the CLIENT can take over the goods provided by NEXT SYSTEM for the first time. If, in accordance with article 3.5, the dispatch by NEXT SYSTEM has been agreed in writing, the due date shall be on handover to the carrier.





- 7.2. All prices offered by NEXT SYSTEM are based on the clause "EXW" (Incoterms 2020) at the place named by NEXT SYSTEM, which in case of doubt is the registered office of NEXT SYSTEM. Any overtime to be performed by NEXT SYSTEM and the costs of packaging are not included in the price. Neither the documentation relating to the delivered goods or services, nor any rights of ownership or use of this documentation are included in the price, unless otherwise individually negotiated and expressly agreed in writing.
- 7.3. In the event that the CLIENT does not fulfil his payment obligation on time, NEXT SYSTEM is entitled to demand default interest from the first day of default in the amount of 0.05% (zero point zero five percent) of the payment due per calendar day.
- 7.4. If the CLIENT does not fulfil his payment obligation on time, NEXT SYSTEM is entitled, after setting a 14-day (fourteen days) grace period, to withdraw from the Framework Agreement with immediate effect. In the event that NEXT SYSTEM becomes aware that the financial situation of the CLIENT has deteriorated significantly, that bankruptcy proceedings have been initiated against the CLIENT, or that the opening of insolvency proceedings has been rejected for lack of assets, NEXT SYSTEM is entitled to withdraw from the Framework Agreement, Quantity Contracts or Individual Orders without setting a grace period. If further deliveries or services by NEXT SYSTEM are agreed and the CLIENT has outstanding liabilities to NEXT SYSTEM, NEXT SYSTEM has no further delivery/service obligation for the duration of the delay in payment.
- 7.5. If the CLIENT is entitled to a claim against NEXT SYSTEM on any legal grounds from the contractual relationship, default interests of 4% (four per cent) per year shall be deemed agreed for this claim.
- 7.6. Unless otherwise negotiated in detail and expressly agreed in writing, offsetting against claims of NEXT SYSTEM with counterclaims of any kind is excluded.

## **8. Warranty**

- 8.1. The PRODUCTS shall be provided in agreed quality according to the state of the art in technology at the time of production. NEXT SYSTEM warrants that the PRODUCTS are free of material defects, the performance is carried out in accordance with the Framework Agreement and that all expressly agreed and usually assumed characteristics are present.
- 8.2. In the event of defects in the PRODUCTS, the CLIENT shall immediately give notice of such defects, giving exact details of the defect, or forfeit all rights to warranty and compensation claims.
- 8.3. In the event of justifiably complaint about defects in the delivered PRODUCTS, NEXT SYSTEM has the right to choose, within a reasonable period of at least 14 (fourteen) days, to either improve or replace the delivered PRODUCTS. The CLIENT can only assert further rights if NEXT SYSTEM does not carry out any improvement or replacement within the stipulated period. This period begins upon receipt of the goods at the business premises of NEXT SYSTEM.
- 8.4. The cost of improvement or replacement shall be covered by NEXT SYSTEM. However, the CLIENT undertakes to insofar as this is reasonable, to send the PRODUCTS for the purpose of improvement or replacement to a location specified by NEXT SYSTEM, which in case of doubt is the registered office of NEXT SYSTEM, to also take them back or have them collected at the location of the improvement or replacement, and to cover the costs on his own account.
- 8.5. If it is established after inspection by NEXT SYSTEM that the goods were free of defects, the CLIENT must compensate NEXT SYSTEM for all costs incurred in connection with the inspection.
- 8.6. Only if NEXT SYSTEM does not comply with the justified request of the CLIENT to make improvements or replacements within deadline, the CLIENT can demand a price reduction or rescission. However, the CLIENT can only demand rescission if the defect is not minor and even then only to the extent of the defective part of the service while fulfilling the remaining Individual Order.
- 8.7. NEXT SYSTEM does not warrant that the PRODUCTS are free from third-party rights, but declares that it is not aware of any infringement of third-party rights at the time of conclusion of this Framework Agreement.
- 8.8. The warranty period including the limitation period for the assertion of rights under warranty of the individual PRODUCTS is 12 months from the date of production. Deviating warranty periods may be agreed in an additional project-specific agreement, which must be signed by the Contracting Parties in writing.





## **9. Out-of-Warranty Repairs**

- 9.1. For repairs of PRODUCTS that are out of warranty, the Contracting Parties agree on the hourly rate of EUR 94 (ninety-four euros) net that shall be reclaimed half-hourly (30 minutes). If necessary, this can be adjusted by NEXT SYSTEM once a year. The collection and bundled dispatch of the PRODUCTS to be repaired is the responsibility of the CLIENT.
- 9.2. The CLIENT shall cover the shipping costs for the items to be repaired. The shipment is at the risk of the CLIENT. The shipping address of NEXT SYSTEM is the last shipping address of NEXT SYSTEM notified in writing to the CLIENT. The delivery address of the CLIENT is the address specified in the Individual Order.
- 9.3. Replaced parts and old parts remain the property of the CLIENT. NEXT SYSTEM at the expense of the CLIENT generally disposes of these, unless the CLIENT expressly announces in advance that they are to be delivered to the CLIENT in turn. The provisions of article 9.2 of this Framework Agreement shall apply to any return shipment.

## **10. Duration and Termination of the Framework Agreement**

- 10.1. The Framework Agreement is concluded for an indefinite period.
- 10.2. The Framework Agreement may be terminated by either Contracting Party on 30 June or 31 December, subject to 12 (twelve) months' notice.
- 10.3. This Framework Agreement shall in any case remain applicable to orders accepted by NEXT SYSTEM in writing by means of an order confirmation before the termination of this Framework Agreement. Excluded from this is the case of extraordinary termination by NEXT SYSTEM in accordance with article 10.4.
- 10.4. NEXT SYSTEM is entitled to terminate this Framework Agreement without notice if there is good cause. A good cause is founded if the CLIENT violates essential obligations arising from this Framework Agreement, in particular in the event that the CLIENT does not fulfil his payment obligations in time.
- 10.5. The CLIENT is entitled to terminate this Framework Agreement without notice if there is a good cause. In the case of good causes, for which compensation is conceivable according to the nature of the reason, termination is only possible if the CLIENT has given NEXT SYSTEM the opportunity to restore the contractual condition within a reasonable period of grace of at least 30 (thirty) calendar days.

## **11. Non-Disclosure**

- 11.1. For the purpose of this Framework Agreement, "Confidential Information" means this Framework Agreement and all other information, such as, but not limited to, ideas, discoveries, inventions, specifications, formulas, programs, plans, drawings, models, requirements, standards, financial data, trade, company and business secrets and know-how, as well as all intellectual property rights or industrial property rights related to the aforementioned information, whether or not such information is marked confidential.
- 11.2. The term "Discloser" is used to describe the Contracting Party providing Confidential Information. This includes the companies affiliated with this Contracting Party as well as external consultants. The "Disclosee" is defined as the Contracting Party that receives such Confidential Information.
- 11.3. The Confidential Information, and all rights to it that have been or will be disclosed to the Disclosee, shall remain the sole property of the Discloser.
- 11.4. The Disclosee undertakes to keep the Confidential Information received from the Discloser in confidence and to apply at least the same degree of care for its protection as for his own Confidential Information. The Disclosee further undertakes to pass on the Confidential Information received from the Discloser only to those of his executive directors, employees and third parties who directly require such information for the performance of the business relations between the Contracting Parties and who have been imposed an identical or similar confidentiality obligation. The Contracting Parties are also entitled to pass on Confidential Information to executive directors and employees of their affiliated companies and external consultants of the Contracting Party if an identical or similar confidentiality obligation has been imposed on them. The Disclosee undertakes to use the Confidential Information received from the Discloser only for the purpose for which it was transmitted by the Discloser, and to refrain from using it for purposes other than these purposes. Use is only permitted for the duration of this Framework Agreement.





- 11.5. In the following cases, information is excluded from this confidentiality obligation:
- a) The Confidential Information is already publicly available by the time the information is exchanged or becomes publicly available thereafter through no fault of the Disclosee.
  - b) The Disclosee receives the Confidential Information lawfully from a third party without any breach of confidentiality. Proof of receipt of the Confidential Information from third parties must be provided by adequate documentation.
  - c) The Confidential Information was already known to the Disclosee before it was communicated by the Discloser. This must be proven by sufficient documentation.
  - d) The Confidential Information has been independently developed by the Disclosee or his affiliates without having used the data and information provided by the Discloser or his affiliates.
  - e) The Disclosee is required by law and/or upon request by a governmental, administrative, legislative, arbitral or judicial body to disclose information, provided that the Disclosee shall, to the extent possible, first inform the Discloser of such actual or potential orders within a reasonable time and shall give the Discloser sufficient opportunity to identify and/or file possible appeals to prevent or restrict disclosure of the Confidential Information. Should the Disclosee be obliged to disclose Confidential Information in such a case, the Disclosee shall subsequently inform the Discloser, if possible, of the information actually disclosed.
  - f) The disclosure of Confidential Information necessary to achieve the contractual purpose shall never be considered a breach of confidentiality.
- 11.6. If a Contracting Party or a person attributable to the sphere of this Contracting Party demonstrably and culpably violates its obligation to maintain confidentiality, the other Contracting Party shall be entitled - irrespective of its claim for compliance with this Framework Agreement - to demand lump-sum compensation per violation in the amount of €5,000 (five thousand euros) without the fulfilment of further requirements. In the event of a breach of this Framework Agreement by one of the Contracting Parties, the other Contracting Party reserves the right to claim further damages or other claims, irrespective of the lump-sum compensation.
- 11.7. The confidentiality obligation shall apply beyond the duration of this Framework Agreement and shall end 10 (ten) years after the last delivery.

## **12. Liability**

- 12.1. Apart from personal injury, NEXT SYSTEM shall only be liable if intent or gross negligence can be proven. The burden of proof for a fault on the part of NEXT SYSTEM shall be borne by the CLIENT to the exclusion of § 1298 ABGB.
- 12.2. NEXT SYSTEM assumes liability exclusively in the cases described in the liability insurance designated as Annex ./B up to the coverage stated there. In this regard, NEXT SYSTEM undertakes to maintain the aforementioned insurance for the duration of this Framework Agreement and to provide the CLIENT with appropriate proof of insurance upon request. Any further liability is excluded.
- 12.3. Initially, the CLIENT can only assert warranty claims. The CLIENT shall only be entitled to compensation for damages in accordance with the limitations of liability set out in this Framework Agreement and only in the event that the warranty fails.
- 12.4. Any claims for damages shall lapse 6 (six) months after knowledge of the damage and the damaging party, but in any case within 18 (eighteen) months from the occurrence of the damage.
- 12.5. If a claim is made against NEXT SYSTEM by third parties due to product liability, the CLIENT is obliged to indemnify and hold NEXT SYSTEM completely harmless in this regard if the claim results from a product defect that was caused by the CLIENT, in particular if caused by improper handling, storage and transport.

## **13. Intangible Rights**

- 13.1. This Framework Agreement shall not affect any intellectual property of the Contracting Parties existing prior to its effectiveness as well as any intellectual property that the Contracting Parties obtain independently of the execution of this Framework Agreement.





- 13.2. If in the course of the execution of this Framework Agreement intellectual property is newly developed by NEXT SYSTEM, it shall be the exclusive property of NEXT SYSTEM.

#### **14. Ethical Business Conduct**

- 14.1. The Contracting Parties warrant that they will not offer the respective other Contracting Party or its employees or third parties any benefits or remuneration of any kind or give gifts or be generous in any other way if this would exceed the limits of what is considered normal and lawful in a business relationship. The Contracting Parties also undertake not to enter into any contracts with the aforementioned employees that could lead to a conflict of interest.
- 14.2. The Contracting Parties believe that successful business transactions can only be achieved by refraining from illegal and unethical business practices. Therefore, the Contracting Parties shall refrain from any action that damages the reputation or business of the Contracting Party itself or of the other Contracting Party; or damages the business that is the subject of this Framework Agreement or causes a conflict of interest or is unethical. The Contracting Parties agree that, in the event of complaints, they will work together to resolve such complaints in the best possible way and to put an end to illegal or unethical behaviour as soon as possible.

#### **15. Final Provisions**

- 15.1. This Framework Agreement conclusively regulates the legal relations between the Contracting Parties regarding the subject matter of the Framework Agreement. Any agreements made before or during the conclusion of this Framework Agreement, any declarations of intent or knowledge given and any other circumstances of legal significance shall lose all validity upon the signing of this Framework Agreement. Only a possible confidentiality agreement between the Contracting Parties remains valid. In case of any contradictions in content between such a confidentiality agreement and this Framework Agreement, the provisions of this Framework Agreement shall prevail.
- 15.2. The headings used in this Framework Agreement shall serve for better clarity only and shall not acquire any meaning of their own in the interpretation of the Framework Agreement.
- 15.3. All amendments and supplements to this Framework Agreement, including this article, must be made in writing and signed by authorised representatives of at least the Contracting Party to whom the amendment or supplement is to apply.
- 15.4. No waiver of any claim may derive from any act or omission of any Contracting Party unless such waiver is expressly stated in writing.
- 15.5. The Contracting Parties are not entitled to transfer rights or obligations of this Framework Agreement to third parties without the prior written consent of the other Contracting Party, with the exception of article 3.8. Furthermore, no written consent is required for the assignment of claims of NEXT SYSTEM within the framework of the usual general assignment by way of security with respect to banks.
- 15.6. To the extent permitted by mandatory law, the Contracting Parties waive their right to contest this Framework Agreement completely or in part, to demand its judicial adjustment or to claim that it has not been validly concluded or is void.
- 15.7. If provisions of this Framework Agreement are or become invalid or unenforceable, this shall not affect the validity of the remaining Framework Agreement. Any such provision shall be deemed replaced by a valid enforceable provision that most closely approximates the intended economic purpose behind the invalid or unenforceable provision.
- 15.8. Each Contracting Party remains an independent unit or an independent entrepreneur even after the conclusion and fulfilment of this Framework Agreement. This Framework Agreement is not intended to create an agency, corporate or similar legal relationship between the Contracting Parties. No Contracting Party is entitled - beyond the powers of attorney expressly granted in this Framework Agreement - to act on behalf of the other Contracting Party.
- 15.9. Insofar as the Incoterms are used in this Framework Agreement to further specify the business transaction, they shall apply only insofar as nothing to the contrary is stipulated in this Framework Agreement. If a supplementary agreement between NEXT SYSTEM and the CLIENT permitted under this Framework Agreement stipulates the application of Incoterms, then the Incoterms 2020 are meant in any case. These, too, are only effective to the extent that they do not conflict with the provisions of this Framework Agreement.





- 15.10. The Contracting Parties are obliged to treat this Framework Agreement and the subject matter regulated therein as strictly confidential. If a confidentiality agreement exists between the Contracting Parties, the confidentiality obligation shall be governed by it.
- 15.11. Notifications concerning this contract or required by law must be made in writing to the above addresses and payments in connection with this contract must be made to the last known bank account. Any change of address or bank details must be notified to the other Contracting Party expressly and in writing and shall take effect two weeks after sending the notification to the other Contracting Party's current address.
- 15.12. Each Contracting Party and signatory guarantees that they have taken all necessary and appropriate steps and measures to conclude and transmit this Framework Agreement and to be allowed and able to fulfil all obligations under this Framework Agreement.
- 15.13. The present Framework Agreement and all disputes arising out of or in connection with it, including the question of its validity, its pre- and post-effects and the validity of this clause, shall be governed by Austrian law to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods. The competent court in Vienna shall decide on all the above-mentioned disputes.
- 15.14. The present Framework Agreement is signed in two originals, one copy for each Contracting Party.
- 15.15. If there is no provision in a separate agreement or in this Framework Agreement, only the non-mandatory provisions of the law shall apply. Notifications in connection with this Framework Agreement or legally required notifications or payments in connection with this Framework Agreement must be sent or made to the above-mentioned addresses or the last known bank details. Any change of address or bank details must be notified to the other Contracting Party expressly and in writing and shall take effect 2 (two) weeks after sending the notification to the last current address of the other Contracting Party.

## 16. Annexes

The following enclosures form an integral part of the present Framework Agreement:

Annex ./A - List of PRODUCTS, prices and warranty periods

Annex ./B - Liability insurance NEXT SYSTEM

## 17. Effectiveness of the Framework Agreement

This Framework Agreement shall take effect on **DD.MM.YYYY** ("Effective Date").

**next system Vertriebsges.m.b.H.**

**CLIENT**

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Annex ./A

List of Products, Prices and Warranty Periods





**Annex ./B**

**NEXT SYSTEM**

Liability Insurance NEXT SYSTEM

