

## GENERAL TERMS AND CONDITIONS OF PURCHASING

### 1. Scope

- 1.1. The following General Terms & Conditions of Purchasing (GTP) apply to all supplies and services of the contractor for the Casinos Austria and Österreichische Lotterien Group of companies (C&L Group). Within the meaning of the present GTP, the C&L Group shall be Casinos Austria AG, Österreichische Lotterien Gesellschaft m.b.H. as well as their affiliated companies (under sec. 189a (6) to (8) UGB [Austrian business code]), unless any other agreements were made. Any conflicting terms and conditions of the contractor shall not be applicable without exception, even if they were not explicitly objected to and if goods or services of the contractor were accepted without reservation.
- 1.2. For existing business partners, the following GTP shall also apply to follow-up business without being explicitly referred to again.
- 1.3. Additional agreements regarding these GTP shall require an explicit written confirmation by the client to be effective, with such confirmation also being admissible by e-mail or fax, in particular.
- 1.4. Offers and quotations submitted by the supplier shall be free of charge and shall not establish any obligation on the part of the client.
- 1.5. Orders shall be made in writing. Amendments and supplements shall only be binding if the client confirms them in writing.
- 1.6. Orders may be revoked without charge unless the contractor confirms the order in writing or actually fulfils the same within two weeks after receipt of the order.
- 1.7. Subcontracting of orders to third parties shall not be permissible without the express written consent of the client and shall entitle the client to rescind the contract in full or in part and to claim damages for non-performance.

### 2. Scope of supply and/or services

- 2.1. Subsequent amendments of contractually agreed scopes of supply and/or services shall only be admissible upon previous written consent by the client.
- 2.2. Agreed dates shall be binding. Foreseeable delays of any date of delivery or service shall be notified to the client in writing immediately.
- 2.3. For compliance with the delivery date of goods, receipt of the goods at the agreed place of delivery shall be decisive, for the delivery of services the agreed date of acceptance and/or performance.
- 2.4. The deliveries and/or services to be provided shall be performed completely in such a way that they correspond to the latest state of the art at the time of the order, that they are in mint condition and of top quality, and comply with all legal provisions, relevant ordinances, technical standards and regulations of trade associations etc. applicable in Austria and at the place of performance.
- 2.5. In case of default, the client shall be entitled, without providing evidence of any damage, to demand a contractual penalty in the amount of 1% of the contract value per week or parts thereof, however, no more than 5% of the total order value, regardless of negligence or fault. Assertion of any damages beyond that shall remain unaffected.
- 2.6. Without prejudice to any legal regulation beyond that, in case of default of delivery or performance and upon granting a reasonable period of grace, the client shall be entitled to rescind the contract, to procure substitute performance from third parties and/or to demand damages for non-performance. The client shall be entitled to reimbursement of all extra costs or other damages incurred by it due to late deliveries or performance. Acceptance of the delayed delivery or performance shall not be deemed any waiver of claims for damages.

### 3. Shipment and Transfer of Risk

- 3.1. The cost of shipment and packaging, customs duties, fees, taxes, other charges as well as the extra cost of any accelerated delivery required to comply with the delivery date shall be borne by the contractor, unless otherwise agreed in writing.
- 3.2. The supplied goods must be delivered packed. The packaging must be environmentally friendly and safe for transport and must comply with the packaging ordinance as amended in each case, as well as with any other packaging regulations relevant to the order. Upon the client's request, packaging material shall be taken back gratuitously and free of carriage charges by the contractor.
- 3.3. If any shipment arrives at the agreed place of delivery with the packaging damaged, the client may return the shipment without checking the contents. The cost of return transport shall in any case be borne by the contractor.
- 3.4. Each delivery shall be accompanied by delivery slips/dispatch papers indicating the content, the order number and other order references. The client shall be advised of the dispatch indicating the same information upon the shipment leaving at the latest.

- 3.5. If the delivery slips/dispatch papers are not enclosed with the shipment or if any of the aforementioned information is missing in the delivery slips/dispatch papers, the delivered goods shall be stored at the expense and risk of the contractor until transmission of the delivery slips/dispatch papers or the complete information.

- 3.6. The contractor shall deliver the goods at its own expense and its own liability risk to the agreed place of delivery. The transfer of risk shall only take place upon handover of the goods incl. delivery slips/dispatch papers at the delivery address indicated. In case of delivery of goods with associated services and/or in case of exclusive services, the risk shall transfer upon acceptance without defects to be effected at the agreed place of performance.

### 4. Invoices

- 4.1. The price indicated in the order shall be binding.
- 4.2. Instead of being enclosed with the shipment, invoices shall be sent for each order indicating the order number and other order references, incl. correctly shown legal VAT, to the invoice recipient indicated in the order upon complete delivery and/or performance. Duplicate invoices shall be marked as such.
- 4.3. Invoices must formally correspond to the respective legal provisions. Invoices not properly issued shall be returned.
- 4.4. The contractor shall submit all evidence (e.g. certificates of origin) that are required for the client to obtain tariff preferences or other benefits.

### 5. Payments

- 5.1. Unless any separate agreement was made, payment of the invoice shall take place within 21 days at a 3% cash discount or within 30 days net.
- 5.2. The term of payment shall commence on the date of receipt of the contractual invoice, but never before complete performance of the delivery or service.
- 5.3. Invoices for deliveries/services that are defective shall not establish any maturity of payments and may be returned at any time. In that case, the term to maturity shall only commence upon successful elimination of the defect and/or receipt of the proper invoice. Any rebates, cash discounts and similar payment relief agreed shall remain unaffected.
- 5.4. Payment shall not be deemed equivalent either to acknowledgement of proper delivery/performance or to a waiver of any vested rights.
- 5.5. Shipments subject to cash on delivery may be rejected. The cost arising shall be borne by the contractor.

### 6. Assignment and pledging

- 6.1. Any assignment or pledging of contractual claims by the contractor shall only be effective with the written consent of the client. The client shall not unreasonably refuse to give such consent.

### 7. Performance and warranty

- 7.1. The contractor shall warrant to the client that the ordered goods and/or services are free from any material and legal defects at the time of transfer of risk.
- 7.2. The contractor warrants that the deliveries and services will be properly carried out or rendered in line with the agreed specification and using ideally suited materials and that they do not carry any defects that suspend or reduce their value or suitability for the usual purpose or for the use assumed under the contract.
- 7.3. The contractor shall equally warrant that the deliveries and services, unless any special rules were agreed, comply with the recognised state of the art, the legal and official safety regulations and environmental provisions, as well as the relevant Austrian and European standards applicable or adopted subject to a transitional period in the Republic of Austria.
- 7.4. The contractor shall notify the client in writing of any changes in the type of composition of the finished material or in the design as opposed to equivalent deliveries or services previously provided to the client before production commences or before the services are rendered. Said changes shall require the written consent of the client.
- 7.5. Incoming goods inspection only takes place with respect to manifest defects, transport damage, completeness and identity of the goods. Any defects ascertained shall be stated by the client in a notice of defects within a reasonable period. In this respect, the client shall examine the delivery or service to the extent and as soon as this is feasible under the circumstances of the proper course of business, however, no later than within one month, and shall state any defects ascertained in a corresponding notice. The contractor explicitly waives to raise an objection of delayed notice of defects.
- 7.6. To the extent that incoming goods inspections according to sampling procedures are agreed, the client shall be entitled to reject the shipment entirely in case of the agreed quality threshold being exceeded, or to

examine the same at a rate of 100% at the expense of the contractor.  
For quantities, weights and dimensions, the values determined by the client during incoming goods inspection shall prevail, subject to any other objective evidence.  
If due to defective delivery any incoming goods inspection exceeding the usual scope is required, the contractor shall bear the respective cost.

- 7.7. Unless any separate agreement was made, the warranty period shall amount to 24 months after transfer of risk under section 3.6 of these GTP and/or after contractual delivery/performance. Any longer periods under the contract or the law shall remain unaffected. In case of adjustment or replacement, the warranty period shall commence anew for the adjusted or replaced parts as of that point in time.
- 7.8. In case of material defects, the client may opt to either assert the legal warranty claims or demand replacement or adjustment, even at the place of use, which the contractor shall carry out immediately and without any additional costs (in particular transport, travel, labour or material costs) for the client. In case of delays in spite of reasonable periods being granted, failures, refusal to provide for replacement or adjustment, the client shall be entitled to either continue to demand contractual performance and claim the loss on default or rescind the contract in full or in part and claim damages for non-performance.  
Adjustment shall be deemed to have failed if the first attempt at adjustment has been unsuccessful. In urgent cases, the client shall be entitled to replace or fix defective parts and to remove the damage caused thereby at the expense of the contractor or to have such acts carried out by third parties at the contractor's expense.
- 7.9. The client's claims for defects under the law shall remain unaffected. The right to claim damages is explicitly reserved.
- 7.10. The contractor shall bear the cost and risk of the return of any defective items delivered.

## 8. Industrial property rights

- 8.1. The contractor shall be liable for the fact that the delivery or service – also with respect to its use – does not violate any third-party industrial property rights and shall indemnify the client in this respect.
- 8.2. If any inventions or improvements are created on the part of the contractor in the course of execution of the delivery or service ordered according to information, documents or models provided by the client, the latter shall have a gratuitous, transferable, non-exclusive right of use to said inventions or improvements and any corresponding industrial property rights. The contractor shall be obliged to immediately inform the client about such inventions, improvements and industrial property rights.
- 8.3. If the contractor disposes of industrial property rights to the ordered deliveries or services or parts thereof or to any procedures applied in their production, said rights shall be notified to the client indicating the number of the industrial property right (patent, trademark, utility patent registrations) upon request.

## 9. Product liability

- 9.1. If any claims for product liability are asserted against the client by customers or other third parties, the contractor shall be obliged to indemnify the client with respect to such claims if and to the extent that the damage was caused by a defect of the product delivered by the contractor or is attributable to the contractor regardless of fault or negligence.
- 9.2. If the cause of the damage lies within the contractor's sphere of responsibility, the latter shall bear the burden of proof for the absence of any defects from the goods delivered. In those instances, the contractor shall bear all costs and expenses, including the cost of any legal action or recall. For the rest, the statutory provisions shall apply.

## 10. Liability

- 10.1. Unless any other regulations are contained in sections 7, 8 and 9, the statutory provisions shall apply to liability.

## 11. Title of the client

- 11.1. Any mock-ups, samples, production facilities, tools, measuring and testing equipment made available to the contractor by the client, as well as any materials provided, drawings, company standards, mechanicals and the like shall remain the property of the client. They shall be kept, gratuitously and separate from other objects in its possession by the contractor with the due care of a prudent businessman, marked as property of the client and exclusively used by the contractor in performing the delivery and services for the client.
- 11.2. Any mock-ups, samples, production facilities, tools, measuring and testing equipment made available to the contractor by the client, and any materials provided, drawings, company standards, mechanicals and the like, as well as any objects produced and services rendered in accordance therewith, must not be used or reproduced by the contractor itself nor passed on to third parties without the written consent of the client. They shall be secured against unauthorised inspection and use. They shall be returned by the contractor in full without being requested to do so, if they are no longer required by the contractor for further performance of the delivery or service and unless the client explicitly consents to them being left with the contractor.
- 11.3. If the contractor produces any order-specific production facilities and tools or other results to be developed for the client, such as software applications or studies at the expense of the client, title to them shall vest in the client

upon production – including any rights of use and exploitation under the copyright act. For the rest, the regulations contained in sections 11.1 and 11.2 shall apply accordingly.

## 12. Confidentiality, non-disclosure and data protection

- 12.1. The contractor shall treat as strictly confidential all data, information and documents handed over to the contractor by the client or which become known to the contractor in the performance of its contractual obligations ("Confidential Information"). The contractor may not provide such data, information or documents to third parties, whether in whole or in part, directly or indirectly, without the client's prior written consent. In addition, the contractor shall impose these obligations in writing on its employees and all other persons it is entitled to consult under the parties' agreement. These obligations shall survive the termination of the contractual relationship.
- 12.2. The contractor shall comply with the provisions of the Austrian Data Protection Act (German acronym: DSG), the General Data Protection Regulation (GDPR) and any other statutory confidentiality obligations. In particular, the contractor shall undertake all necessary data protection measures, in particular those required under the GDPR. Furthermore, the contractor expressly undertakes to comply with sec. 6 DSG ("Data secrecy") and sec. 51 GSpG ("Game secrecy").
- 12.3. In connection with its duties of confidentiality, the contractor shall process all of the client's IT components in such a way that the information and data contained therein are not accessible to third parties. Upon request of the client, the contractor shall irretrievably erase all such data and shall destroy the IT components under the supervision of the client. Data which are contained in paper form shall, at the option of the client, either be promptly returned to the client or destroyed under the supervision of the client. The completion of such destruction shall be confirmed by the contractor in writing in each individual case upon request of the client.
- 12.4. For purposes of performing the agreement, the client shall process the personal data of the contractor. Further details of this may be found in the data protection statement of the respective C&L group company. These are available on the website of the respective client.
- 12.5. If the contractor is a "processor" within the meaning of the GDPR, then it shall conclude an agreement with the client pursuant to Art. 28 GDPR. The contractor shall not use any other "processor" without the client's prior separate or general written consent. In the event of general written consent, the contractor, as the "processor" shall inform the client as the "controller" of any intended change with regard to the involvement or replacement of other "processors", which shall give the client the opportunity to object to such changes.

## 13. Spare parts

- 13.1. The contractor undertakes to supply spare parts at reasonable market prices and at the terms of the underlying order for the period of expected service life, but at least for a period of ten years. If the contractor ceases the production/supply of spare parts upon expiry of said period, it shall notify the client in writing accordingly, so that the latter gets an opportunity to make one last order.
- 13.2. If the contractor ceases the production/supply of spare parts, it shall be obliged to gratuitously hand over to the client the documents required for procurement and/or production of said spare parts and to grant the client permission of gratuitous use.

## 14. Force majeure

- 14.1. If the contractor is prevented from performing the contract by *force majeure*, the client is entitled to modify the contract or to resile from it in whole or in part.
- 14.2. "*Force majeure*" is defined as events that occur independently of the will of the contractor, rendering the performance of this contract impossible in whole or in part. In particular, the impossibility of performing the contract due to legal or regulatory orders or extraordinary natural events, such as floods, earthquakes, storms or other natural phenomena, strikes and industrial action, acts of war, political crises, terrorist attacks, boycotts, shortage of materials, epidemics or pandemics, shall be considered to constitute a case of *force majeure*. The contractor is obliged to notify the client immediately of the occurrence of a case of *force majeure* and to inform it of the duration and extent of such events.
- 14.3. If the performance of the contract has become only partially or completely impossible due to *force majeure*, the contract will be modified in such a way as to provide for substitute performance for goods or services not provided.
- 14.4. In the event of the impossibility of substitute performance or in the event of a failure to agree on such substitute performance, the Client may resile from the contract without granting a grace period, without this entailing any claim for cancellation costs or damages against the other party to the contract. In such case, payments already made shall be settled and refunded on a *pro rata* basis.

## 15. Execution of works

- 15.1. Persons executing any work to perform the contract within the commercial building and on the premises shall have to observe the provisions of the respective applicable plant and house rules, apart from applicable statutory provisions, and obtain the necessary information from the client if applicable. The regulations applicable to entering and leaving the commercial premises shall be observed. The contractor shall take care that police, accident prevention and safety regulations of all kinds that may

apply to such works are complied with and shall be liable for all resulting damage in case of omissions. Any liability for accidents suffered by persons staying on the commercial premises shall be excluded to the extent that they were not caused intentionally or by gross negligence by the client.

**16. References and publications**

- 16.1. The contractor shall only be entitled to state the name or trademark of the client's company when indicating any references or publications if the client has previously given its consent in writing.

**17. Binding character of the contract**

- 17.1. Even in case of the legal invalidity of individual provisions, the remaining parts of the contract shall remain binding.  
Should any regulation be invalid in full or in part, the contracting parties shall immediately attempt to obtain the economic success intended by the invalid provision in any other legally admissible way.

**18. Place of jurisdiction, applicable law**

- 18.1. The contractual relationship between contractor and client, including the present GTP as well as all legal disputes arising therefrom shall be governed by Austrian law to the exclusion of its conflict of law rules. Application of the UN Convention on Contracts for the International Sale of Goods shall be excluded. The materially competent court of the first municipal district of Vienna shall be the place of jurisdiction.