

ADDENDUM TO
KNOWLES
PURCHASE ORDER TERMS AND CONDITIONS

(AUSTRIA)

1. **Introduction.** This Addendum to Purchase Order Terms and Conditions for Austria (the “**Addendum**”) supplements the Knowles Purchase Order Terms and Conditions (the “**Conditions**”). This Addendum applies to purchases made by companies of the Knowles group with a SUPPLIER having its principal place of business in Austria and to all purchases made by the Austrian entities of the Knowles group with any SUPPLIER irrespective of such SUPPLIER's place of business. Terms not defined herein shall have the same meaning as in the Conditions. In case of any conflict between this Addendum and the Conditions, this Addendum shall prevail.

2. **Language.** The prevailing language for the contractual relationship with the SUPPLIER is English. Any translation of our Conditions or this Addendum in the German language is merely done for SUPPLIER's convenience.

3. **Quotations.** SUPPLIER's quotations and cost estimates shall be binding for SUPPLIER and shall be free of charge unless expressly agreed otherwise.

4. **Invoices.** Invoices addressed to the Austrian entities of the Knowles group shall only qualify as duly raised if they comply with the requirements of the Austrian Value Added Tax Act (*Umsatzsteuergesetz*).

5. **Export / Import Licenses.** SUPPLIER shall procure any necessary export and/or import licenses for undertaking exports / imports to / from Austria.

6. **Burden of Proof, Inspections.** SUPPLIER shall bear the burden of proof that a defect arising during the warranty period is not present. CUSTOMER shall have the right but not the obligation to inspect the Products.

7. **Product Liability.** SUPPLIER hereby guarantees that the construction and production of as well as the instructions and manuals for Products and Services are defect-free within the meaning of the Austrian Product Liability Act (*Produkthaftungs-Gesetz*). In particular, SUPPLIER guarantees that at the time when the Product was put into circulation, no defect could be identified on the basis of the state of art. If SUPPLIER subsequently learns of circumstances that might substantiate a product-defect within the meaning of the Austrian Product Liability Act, SUPPLIER shall immediately notify CUSTOMER about these circumstances in writing and shall remunerate any costs for a recall of defective Products. Restrictions of any kind on SUPPLIER's obligations under the Austrian Product Liability Act and restrictions of any kind of CUSTOMER's claims for compensation under that Act or any other statutory regulations shall be null and void.

8. **Compliance with Laws and Regulations.** In addition to the provisions of the Conditions in this respect, SUPPLIER shall conduct its operations and the Products and Services shall be in accordance also with the norms, regulations and standards applicable in Austria and in accordance with any relevant EU regulations.

9. **Supplied Materials.** Materials supplied by CUSTOMER to SUPPLIER (“**Supplied Materials**”) shall remain CUSTOMER's property, shall be stored by SUPPLIER separately from its own goods and free of charge and shall be clearly marked as CUSTOMER's property and administered as such. SUPPLIER shall use Supplied Materials exclusively for the purpose of providing the Products or Services to CUSTOMER. If Supplied Materials are damaged or lost, SUPPLIER shall compensate SUPPLIER in accordance with the Conditions. SUPPLIER shall notify CUSTOMER immediately in writing about any third party claims asserted with respect to Supplied Materials and shall take all measures to defend CUSTOMER's rights of ownership at its own expense.

10. **Jurisdiction.** At the choice of CUSTOMER, any suit or other proceeding arising out of or relating to the Contract Documents may also be brought in the courts competent for SUPPLIER's principal place of business in Austria or competent for the principal place of business of the concerned Austrian entity of the Knowles group.