Non-disclosure agreement for suppliers

MÄSER TECHNIK GMBH · VERSION 2026-11 · ENGLISH TRANSLATION

MT

1. Parties and conclusion

MT (Mäser Technik GmbH) offers to enter into this Agreement with the company identified in the application form on maesertechnik.at (Supplier). The Agreement is concluded when MT receives that company's express electronic acceptance; acceptance of the supplier application is not required for this purpose. The Supplier acts through the person identified in the form who is authorised to represent it. MT will send an electronic confirmation of acceptance together with the accepted German version and, where applicable, the associated English translation.

2. Confidential information

Confidential are all drawings, 3D data, specifications, samples, quantities, prices, dates, names of customers and any other information that MT makes available to the Supplier in connection with enquiries, quotations or orders – regardless of form and marking.

3. Supplier's obligations

The Supplier uses Confidential Information solely to answer enquiries from MT and to carry out orders from MT and does not disclose it to third parties. It protects Confidential Information with at least reasonable care and no less care than it applies to comparable confidential information of its own, and implements appropriate technical and organisational safeguards. Access is restricted to employees who need it for the agreed purpose and are bound by confidentiality obligations. Sub-suppliers may receive access only with MT's prior consent in text form and after being bound by confidentiality and use restrictions providing at least equivalent protection.

4. Exceptions

The obligations do not apply to information that is or becomes generally known without the Supplier's fault, that was demonstrably known to it before, that it lawfully received from third parties without a duty of confidentiality, or that it must disclose due to a legal or official obligation; in the last case it informs MT in advance where permitted.

5. Customer protection and references

Protected Customers are customers whose identity becomes known to the Supplier through MT in connection with a specific enquiry or order and who are identifiable to the Supplier as customers of MT in that context; Protected Parts are the parts concerned, identifiable by reference to the drawings, data, samples or specifications provided by MT. Without MT's prior consent in text form, the Supplier shall neither offer nor supply Protected Parts to Protected Customers outside its supply relationship with MT, whether directly or through third parties, also where the customer initiates the enquiry, and shall not circumvent this prohibition by using third parties. Protection applies separately to each combination of Protected Customer and Protected Part while the relevant enquiry or order is being handled and for 24 months after MT's last enquiry or order concerning exactly that combination. Enquiries or orders concerning other customers or parts do not extend this period. Business relationships concerning the same parts are excluded where the Supplier demonstrates that they existed before the disclosure by MT; use of MT's Confidential Information remains prohibited in those relationships. MT or its customers may be named as references only with the prior consent in text form of the company concerned, independently of the protection period.

6. Return and deletion

At MT's request the Supplier returns or deletes all Confidential Information and confirms this in writing. Statutory and contractually agreed retention obligations remain unaffected. Retained information may be used solely for the purpose of retention and remains confidential throughout the retention period.

7. No rights

Ownership and intellectual property rights in the information remain with MT or its customers. This Agreement grants no licence and does not oblige either party to place or accept orders.

8. Term

This Agreement takes effect upon its conclusion. The confidentiality and use restrictions continue until five years after MT's last disclosure of Confidential Information and, for trade secrets of MT or its customers, beyond that period for as long as the information remains a trade secret. Customer protection is subject to the periods in clause 5.

9. Breach, contractual penalty, damages

In the event of a breach MT may seek injunctive relief, remediation and damages subject to the applicable legal requirements. For a culpable, not merely minor breach of clause 3 or clause 5 the contractual penalty is EUR 10,000 per related breach event. A single continuing breach constitutes one breach event; no separate penalty accrues per day or per document. The penalty is payable without proof of a specific loss and is credited against damages for the same breach; MT may recover any loss exceeding it. Payment does not authorise continuation of the breach. The statutory power to reduce an excessive penalty remains unaffected. Subject to the legal requirements for liability, recoverable loss also includes valid customer claims against MT and reasonable defence costs to the extent caused by the breach; a customer's mere assertion of a claim does not itself establish liability.

10. Law, disputes, form

10.1 This Agreement is governed by Austrian substantive law, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. 10.2 For Suppliers with their seat in the EU, the EEA or Switzerland, the court having subject-matter jurisdiction in Feldkirch, Austria, has exclusive jurisdiction over all disputes arising out of or in connection with this Agreement, including its validity, breach or termination; applications for interim relief may also be made to other competent courts. 10.3 If the Supplier's registered seat at conclusion is outside the EU, the EEA and Switzerland, all disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by a sole arbitrator appointed in accordance with those Rules; seat Vienna, language English, the arbitration agreement governed by Austrian substantive law. Applications to state courts for interim or conservatory relief are permitted and do not waive the arbitration agreement. Such Suppliers additionally confirm acceptance by reply e-mail to MT's confirmation; they receive no drawings before that. 10.4 Consents and amendments must be in text form; e-mail is sufficient. Special statutory form requirements remain unaffected. The German version 2026-11 provided before acceptance forms part of the Agreement. An English translation additionally forms part of it only if it was provided before acceptance and is expressly designated as the associated translation of the same version; in case of discrepancies the German version prevails.

Accepted via the application form on maesertechnik.at; for each acceptance the company, representative, version, time and the checksum of the agreement text (not of this PDF file) are recorded. Checksum (SHA-256) of the agreement text: 8d1f50dd8ace35396fe144a65700cc6ef4e172de91d9d99bcc69d1e38fe577b0