

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## ALBERT KNOBLINGER GmbH

### 1. General

The following General Terms and Conditions of Purchase (GTCP) of Albert Knoblinger GmbH, referred to as "Knoblinger" for short, shall apply to our orders and contracts for deliveries and services of the Supplier. Any deviating terms and conditions of sale of the Supplier are hereby expressly rejected. The unconditional acceptance of deliveries and services or payment does not constitute consent to the Supplier's terms of sale. In the event of contradictions between the text of the order or the text of the documents listed in the order and the following General Terms and Conditions of Purchase, the text of the order or the text of the documents listed in the order shall take precedence. The GTCP can be consulted at <https://www.knoblinger.com/en/download/>

### 2. General

#### a) Orders / order confirmations

Our orders must be in writing, in text form, or must be transmitted by means of electronic data interchange (e.g. EDI). Text form is understood to mean transmission by telefax, computer fax or email whereby the issuing company and the issuing person must be clearly recognisable. Orders are valid without a handwritten signature if this is noted on the order form. The Supplier is obliged to accept the order in the same form, or in the case of a different agreed form, in the agreed form within a period of 3 (three) working days. After expiry of this period, we are entitled to cancel the order. All conditions, specifications, norms, and other documents which are listed in the order or are attached to it, shall form part of the order. Quotations are to be free of charge and binding. Should there be complications or violations of the applicable norm with the requested service or the execution thereof, the Contractor must already point this out during submission of the offer. (Duty to warn)

#### b) Framework agreement:

If a written framework agreement exists with the Supplier regarding certain delivery items and this does not contain any deviating regulation, a written order confirmation must nevertheless be sent to the Ordering Party. Orders within the framework agreement shall become effective if the Supplier does not object to them within 3 (three) working days after receipt. An order confirmation deviating from the order shall only become effective if we confirm it in writing or in text form. Call-offs in accordance with the agreed delivery schedule do not require confirmation. Any legally binding declaration that deviates from or supplements the framework agreement must be made in writing.

#### c) Demand planning:

Insofar as no deviating deadlines are specified in the framework agreement with the Supplier, the quantities shown in the delivery schedule for the first three months are released for production. The quantities indicated up to the sixth month are for material planning only. In case of a cancellation due to technical or other reasons, the Supplier can demand that we assume the material costs in return for transfer of ownership of the material, provided that the Supplier proves that the purchase of the material was necessary to fulfil the delivery schedule and that there was no other use for it. Any further assumption of costs is excluded.

#### d) Remote data transmission

For orders/call-offs mentioned under b), the written form requirement is waived in principle when remote data transmission is set up with the Supplier. However, any legally binding declaration which deviates from or supplements the framework agreement, must be made in writing.

#### e) Termination

The Ordering Party is entitled to terminate the contract with immediate effect for cause. Good cause shall include, in particular, imminent insolvency of the Contractor, a delay despite a grace period, a violation against the non-disclosure agreement or other serious reasons which hinder the proper fulfillment of the contract.

### 3. Changes to the Delivery Item

If we request a change to the delivery item, the Supplier must immediately notify us in writing of any additional or reduced prices and the effects on the delivery date and provide evidence thereof. The Supplier is obliged to report any change, e.g. a product change (such as a successor model) immediately.

### 4. Obligation to Supply Spare Parts

The Supplier is obliged to supply delivery items that become part of our products as spare parts at reasonable market prices for at least twelve years after production of our product in question has ceased. In addition, the Supplier is obliged to provide the Ordering Party with all documentation in both English and German and this in hard copy and electronically on a data storage device.

### 5. Force Majeure

Disruptions in production due to unavoidable events (force majeure, e.g. industrial action) entitle us to the cancellation of orders; if we do not withdraw from the purchase orders, all events for which we are not responsible and which prevent us from being able to accept shall prolong the delivery and payment times in accordance with the length of the delay.

### 6. Delivery Time

Agreed delivery dates and deadlines are binding. If the Supplier is responsible for the delay, the Supplier shall be deemed to be in arrears without further notice. The Supplier must immediately inform us about foreseeable delivery delays. In the event of a delay in delivery, we are entitled to legal claims, in particular compensation for the damage resulting from the delay. Additional costs, particularly in the case of necessary expenses for purchases of other material to cover the delay, shall be borne by the Supplier. The unconditional acceptance of the delayed delivery does not constitute a waiver of claims to compensation. In the event of problems concerning delivery or quality, the Contractor must inform the Ordering Party immediately in writing.

### 7. Deliveries

Deliveries, including suitable packaging and insurance, are carried out at the Supplier's expense. For this, environmentally friendly packaging materials are preferable. We do not cover transport insurance costs. Shipping conditions that deviate from the agreement need to be in writing. As part of contract negotiations, the Supplier must submit a binding packaging concept in writing or in text form or must declare our packaging concept as binding in writing or in text form. If the Supplier is obliged according to the Packaging Ordinance (VerpackungsVO) to take the used packaging away again, they carry the costs for return transport and recycling. The Supplier must quote our item number, order number and delivery plan number / PO number on all documents relating to an order. All shipping orders must be properly labelled with the information prescribed by us, in particular with the order number, purchase order item, commission number, plan number, dimensions, quantity and weight per item. If a complete delivery note is not sent separately, a complete packaging list must be attached to the outer packaging. The Supplier shall bear the costs that arise from disregarding our shipping instructions. For quantities, weights and dimensions, the values determined during our incoming goods

inspection shall be decisive unless there is proof to the contrary. Partial deliveries must be approved by us and must be marked as such in the shipping documents. All costs for customs or similar costs shall be borne by the Supplier. The Supplier shall also bear the risk for proper dispatch. If the Ordering Party incurs additional costs which were caused by the Contractor (due to delayed delivery), the Ordering Party has the right to claim a contractual penalty as well as the damage caused. If not agreed otherwise, the contractual penalty amounts to a maximum of 0.5% per calendar day with the maximum amount being 5% of the total amount. The Ordering Party must provide the Contractor with a list of these costs. Delivery times of the Ordering Party are as follows: Monday to Thursday from 06:00 until 11:45 and from 12:30 until 14:30. Friday from 06:00 until 11:00. For the fulfilment of the service, the Contractor shall make available enough employees who are suited for the fulfilment of the service and meet all technical requirements. All legal provisions in the areas of occupational health and safety, labour law, work permits, trade law and tax law must be met. The Contractor must name at least one contact person with a good command of German. During production, the Ordering Party has the right to carry out on-site inspections at the Contractor's premises as well as an acceptance inspection. If the Contractor passes on services or parts of services to third parties, the Contractor must inform the Ordering Party of this before concluding the contract. The performing third party must fully comply with and accept all agreements relevant to such third party; the Contractor shall be responsible for this.

## 8. Subcontractors

The supplier must obtain Knoblinger's prior express written consent before engaging subcontractors. The supplier is responsible for ensuring that all subcontractors engaged by it comply with the relevant agreements between the supplier and Knoblinger (e.g., compliance with insurance obligations, including the submission of relevant proof).

## 9. Information and Documents for Foreign Trade

Upon delivery of the delivery items, the Supplier is obliged to provide the following foreign trade data:

- Classification of goods in the trade statistics (commodity code) - country of origin
- Labelling and classification of goods subject to export controls
- On request: the provision of a certificate of origin or proof of preferential origin
- If the Supplier is a participant in a recognised customs security programme, such as AEO (Authorised Economic Operator or C-TPAT (Customs Trade Partnership against Terrorism) in their country, the Supplier shall furnish us with corresponding proof without being requested to do so. If the Supplier is not a participant in a customs security programme, they shall ensure by means of suitable measures that the same security standards as those of a recognised customs security apply. The Supplier shall ensure through annual internal audits, evidenced, amongst others, by means of a supplier questionnaire, that the corresponding security standards are met. Should the answers of the Supplier in the questionnaire contain security gaps, the Supplier is obliged to close such gaps by developing and formulating procedural measures in writing. The Supplier shall undertake to carry out an annual security audit at each of its sites and carry out all necessary corrective measures to ensure compliance with AEO standards and requirements and the supplier specifications. All delivery items must be suitable for shipping and use in the final destination country of the end user as communicated by us if it is different from the place of delivery. This shall in particular take into account the relevant export control regulations of the USA, the EU and the UN. Furthermore, the Supplier agrees that: The export declaration(s) for the final recipient is part of the agreement.
- The Supplier shall inform us immediately should statutory changes prevent delivery to the recipient and/or to the country of destination
- Should further delivery items be added to the agreement, these will also be inspected according to the above-mentioned specifications and, if necessary, we are to be informed immediately of any export restrictions

## 10. Invoicing, Payment, Prices

For each delivery or service, the Supplier must submit an invoice separately from the consignment. The wording of the invoice must correspond to the order designations and must contain our order and item number. The exact name of our ordering department and the date of the order must be stated. Invoices that do not include this information will be sent back and do not constitute a payment due date. The deadline for payment begins on the working day following receipt of a proper and verifiable invoice or the date of acceptance of the goods or services, whichever is the latest date. If KNOBLINGER establishes that there is an obligation to withhold duties (e.g. withholding tax) or if the respective authorities request this from KNOBLINGER, KNOBLINGER has the right to deduct these amounts from the invoiced amount. If the Supplier is in possession of documents regarding a corresponding exemption, these must be submitted without delay. The Supplier's right to claim back the taxes and levies from the collecting authorities remains unaffected. Payment shall be settled at our discretion either 14 days from receipt of the invoice with deduction of 3% early payment discount or within 30 days without deduction, without prejudice to our right to lodge complaints at a later date. In the event of early receipt of the delivery items, the payment deadline shall commence from the scheduled delivery date as per order or from receipt of the invoice - whichever is the later date. In the case of contracts for specific work or contractually agreed acceptances, the payment deadline shall not start before acceptance. In the event of defective delivery, we have the right to withhold payment until proper fulfilment, without loss of discounts, early payment discounts, and similar payment concessions. The agreed project prices apply to the entire project including follow-up orders. Prices are valid - if not agreed otherwise - for 6 (six) months after complete commissioning of the system. The Ordering Party shall not make any advance payments; should these nevertheless be agreed upon, the Contractor shall submit a bank guarantee from a reputable bank from the first advance payment invoice to the value of EUR 25,000. In each case, the term of the bank guarantee must be valid up to the delivery date plus one month. If the contractual delivery date cannot be met, the bank guarantee must be extended correspondingly. Retention of title shall only be recognised by the Ordering Party until the respective invoice for the delivery in question has been settled. A prolonged or extended retention of title shall be excluded even without the express objection of the Ordering Party.

## 11. Haftpflichtversicherung

Der Lieferant verpflichtet sich, für die gesamte Dauer der Vertragsbeziehung eine Haftpflichtversicherung mit einer adäquaten Deckungssumme auf eigene Kosten abzuschließen und aufrechtzuerhalten. Die Adäquanz der Deckungssumme wird durch Knoblinger anhand des jeweiligen Auftrags beurteilt. Zu diesem Zwecke hat der Lieferant Knoblinger bei erstmaligem Vertragsabschluss, in weiterer Folge einmal jährlich und jedenfalls auf Verlangen durch Knoblinger einen geeigneten Nachweis über das Bestehen der Versicherung vorzulegen.

## 12. Liability for Defects

The Supplier carries full responsibility for ensuring that the delivery items are free from material defects and defects of title. Unless otherwise agreed, claims for defects of the delivery items expire 24 months after commissioning/use of the end product. We shall be entitled to the statutory claims for defects in full. The Supplier shall, at our discretion, either repair or replace the goods free of charge. The Supplier shall be entitled to a maximum of two attempts at subsequent fulfilment within a reasonable period of time. Should it be evident that the Supplier is unwilling or unable to carry out a subsequent performance as swiftly as is necessary to prevent disproportionality large damage after we have notified them of the defect, we have the right to remedy the defect ourselves or have it remedied by third parties, to make covering purchases and to claim reimbursement for the necessary costs and expenses. If the Supplier has not remedied the defect before the deadline set by us in writing or if the remedy of the defect has ultimately failed, we also have the right to lower the purchase price, to withdraw from the purchase contract or to claim reimbursement for expenses or damages. We may assign claims arising from liability for defects to other companies within the KNOBLINGER Group.

### 13. Quality Assurance, Product Safety

The Supplier is to inform us in good time prior to delivery of any changes to production processes, materials or vendor parts for the delivery items, any relocation of production sites, changes to procedures or facilities for testing the delivery items or any other measures that may affect the quality and/or safety of the delivery items. Changes to the defined specifications may not be undertaken without our approval. All changes to the delivery items and changes relevant to the product in the process chain must be documented in the product life cycle. Among other things, changes to drawings, deviation authorisations, process changes, changes to test methods and test frequencies, changes to suppliers, vendor parts and operating materials must be documented. The document regarding the product life cycle must be disclosed to us on request.

### 14. Product Liability, Product Recall

In the event of a client or a third party making a claim against us due to product liability, the Supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a fault in a delivery item. In this case, the Supplier bears all the costs and expenses including the costs of legal prosecution. If a safety-related fault of the delivery items necessitates a recall or if this is ordered by the authorities, the Supplier also bears all the costs and expenses of the recall action. We shall - as far as it is possible and reasonable - agree on the content and scope of such a recall with the Supplier. In particular, we are entitled to act in the interest of the Supplier if the Supplier is not equipped to carry out the recall in its business operation (e.g. lack of a service organisation). Corresponding machines must have CE marking in the form of an EC Declaration of Conformity and a sticker/type plate. The risk assessment must be supplied as part of the documentation. Insofar as the Contractor is responsible for a product defect or the violation of statutory / official safety regulations, it shall indemnify the Ordering Party against any claims for damages by third parties. The Contractor is obliged to take out and maintain adequate insurance against product liability claims and to submit a corresponding insurance certificate to the Ordering Party upon request. In all other respects, the statutory provisions apply.

### 15. Chemical Substances As Delivery Items / In Delivery Items

In this section, delivery items are categorised in accordance with the REACH Regulation (EC) No. 1907/2006 into 1. chemical substances as such, 2. mixtures, 3. products. The Supplier shall ensure that all items delivered to us meet all relevant national and international laws (e.g. EU guidelines/EU regulations, US Dodd-Frank Act). The Supplier is obliged to adhere to the requirements of the EU Chemicals Regulation (EC) No. 1907/2006 "REACH" as amended - hereinafter referred to as "REACH". This, in particular, means:

- a) Registration of substances, substances in mixtures and substances contained in products: If the delivery item is a substance, the Supplier shall ensure that the substance is registered by the manufacturer/importer (if registration is required pursuant to REACH Article 6) before delivery. If the delivery item is a mixture, the Supplier shall ensure that the substances in the mixture are registered by the manufacturer/importer (if registration is required pursuant to REACH Article 6) before delivery. If the delivery item is a product, the Supplier shall ensure that the substance(s) contained in the product are registered and, if necessary, notified (if registration/notification is required pursuant to REACH Article 7) before delivery.
- b) Obligation to obtain authorisation for substances: If the delivery item is a substance or a mixture, we are not obliged to obtain an authorisation for the utilisation of the substance/the mixture. The Supplier shall inform us immediately as soon as an authorisation is submitted, is not submitted, has already been submitted, has not been carried out, has not been granted or has been refused in the supply chain for our intended use under REACH.

c) Information obligation according to REACH Article 33 for products: If the delivery item is a product, the Supplier shall immediately inform us via the email address [office@knoblinger.at](mailto:office@knoblinger.at) if a substance of very high concern on the candidate list (SVHC list) is contained therein in a concentration >0.1 mass per cent (w/w) (see also ECJ Ruling C106/14). Unless otherwise instructed, the information must be provided in writing and stating at least the substance, if applicable a unique substance identifier (e.g. CAS, EC no.), and our item number. The currently valid version of the ECHA candidate list can be found at <http://echa.europa.eu>. This requirement also applies if previously unlisted substances are added to the candidate list for current deliveries.

d) Information obligation in connection with safety data sheets (REACH Article 31) and substances/mixtures for which no safety data sheet is prescribed (REACH Article 32): Should a substance or mixture for which a safety data sheet is required contain an SVHC substance >0.1%, we must be informed of this before the next delivery of the delivery item, stating the substance name and identification number (e.g. CAS) on a current safety data sheet in accordance with Article 31 in conjunction with Annex II REACH. If a safety data sheet is not mandatory, the information must be communicated in writing pursuant to REACH Article 32. The required information also includes substance restrictions/prohibitions pursuant to REACH Appendix XVII. Delivery of these items requires a separate release by us. Furthermore, the Supplier shall ensure that no delivery items are delivered which are in conflict with the following requirements:

- (2011/65/EU) RoHS Regulation on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment according to their scope of application, in its currently valid version;
- Biocides Regulation (EU) No. 528/2012 in its currently valid version;
- (2006/507/EG) Council Decision on behalf of the European Community of the Stockholm Convention on Persistent Organic Pollutants in its currently valid version;
- Regulation (EC) No 1005/2009 Regulation on Substances that Deplete the Ozone Layer in its currently valid version.

Furthermore, the Supplier shall ensure that they will not deliver any delivery items that contain conflict minerals pursuant to Sec. 1502 of the U.S. Dodd-Frank Act of 2010 or similar national or international laws. If the Supplier cannot exclude their occurrence, it shall immediately inform us via our email address [office@knoblinger.at](mailto:office@knoblinger.at), stating the item number. The Supplier is obliged to indemnify us against any liability relating to the Supplier's non-adherence to the above-mentioned regulations or to compensate us for any damages arising from or related to non-adherence to the regulations and guidelines by the Supplier.

## 16. Property Rights

The Supplier vouches that no property rights of third parties are violated in connection with the delivery. If claims are asserted against us by third parties due to such an infringement, the Supplier shall indemnify us against all claims and bear all costs and expenses in relation to the claim. If a source code exists (e.g. programming of a system control by a third-party company), the Supplier is obliged to ensure that the Ordering Party has access to the source code or that it is also accessible or usable for a third-party company for possible reprogramming of a machine.

## 17. Rights to Documents, Models, etc.

Supplied documents, data, data processing information, software, materials, type-related tools or devices and objects (e.g. samples, models) — hereinafter referred to as "Material" — that we provide to the Supplier in order for the Supplier to carry out an order remain our property and must be handled and maintained carefully by the Supplier and insured at our request. All rights thereto, with the exception of order-related rights of joint use, belong solely to us.

Without our written consent, the Material may not be used for purposes other than the order-related purposes, and may not be reproduced or made available to third parties. Products produced using this Material to our specifications or products in the development of which we have been significantly involved may only be supplied to third parties with our written consent. If the Supplier acquires such Material from us or from third parties specifically for the purpose of carrying out our order, the regulations stated in paragraph 1 sentences 3 and 4 apply respectively, provided that we will finance the investment and/or that there is an option that allows or obliges us to purchase the Material at the very latest after the order has been carried out. The same shall apply if the Material is the property of the Supplier but our know-how is incorporated or embodied in the Material or in the products to be manufactured with the Material.

## 18. Confidentiality

The Supplier is obliged to treat all information made available by us as part of the business relationship, including our orders and information about the Material provided by us (see item 15) strictly confidential and not to disclose this or make it accessible to third parties without our written consent. The Supplier shall only pass on the confidential information if and to the extent this is required for the execution of their tasks as part of the business relationship with us. The obligation of confidentiality also applies after termination of the business relationship with us. Further confidentiality agreements shall, where necessary, be set out in separate agreements. In the event of a breach of confidentiality, the Supplier is obliged to pay a penalty regardless of culpability in the amount of 15% of the contract value. Any further claims for damages of the Ordering Party remain unaffected by this but are, however, capped at 15% of the order value.

## 19. Data Protection

Any processing of personal data of all parties involved is carried out (if at all) in compliance with applicable data protection laws. The parties shall conclude all necessary agreements for compliance with the legal requirements prior to data processing.

## 20. External Company Management

The Supplier is obliged to comply with all our regulations and instructions relating to occupational safety, environmental protection, entering and driving on the plant premises, identification requirements, etc., which we make available or issue to them to carry out work at one of our sites. The Supplier shall actively inform themselves about existing regulations for external companies.

## 21. Severability

The invalidity of a provision of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. If one provision proves to be ineffective or unenforceable, it shall be replaced by a new valid provision that comes as close as possible to the legal and economic success of the invalid or unenforceable provision.

## 22. Applicable Law

Austrian substantive law shall apply exclusively to the exclusion of all reference and conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## 23. Jurisdiction and Place of Fulfilment

The exclusive place of jurisdiction shall be the court with subject-matter and local jurisdiction for the registered office of KNOBLINGER, Oberbrunner Weg 10, 4910 Ried im Innkreis, AUSTRIA.

As at: Januar 2nd 2026