

## General Terms and Conditions of Purchase of Thöni Industriebetriebe GmbH

### 1. Scope

1.1. These Conditions of Purchase apply to orders placed by Thöni Industriebetriebe GmbH ("Thöni") with the supplier for the delivery of goods and to provide services (hereinafter also referred to as "delivery" or "service").

1.2. Unless otherwise specified in writing in the purchase order, these conditions of purchase are an integral part of the order and shall apply exclusively. The supplier is bound to these conditions of purchase including additions, accessories, specifications and other documents which are an integral part of the order.

1.3. The conditions of purchase take precedence over any other documents referred to in the purchase order, unless the order of the documents is expressly specified otherwise in the purchase order. Any terms of sale or other terms of business of the supplier will not be considered valid unless they are expressly approved by us in writing. Any amendments of these terms must always be made in writing.

1.4. These conditions of purchase are also valid for all future deliveries, services or offers to Thöni, even if not expressly agreed upon again.

### 2. Conclusion of the contract

2.1. All orders are placed in writing. Amendments, additions, orders or supplementary agreements placed verbally will only be valid once confirmed in writing.

2.2. In case of a written order confirmation, the supplier must dispatch such a confirmation within 5 days of receiving the order. Even without a written order confirmation the order is deemed accepted unless the supplier objects in writing within 5 days.

2.3. Thöni shall be entitled to cancel the order in writing, without an indication of reasons, within 5 days; the order is then considered not placed.

2.4. Purchase order quantities of less than or equal to one hundred order units are always considered as firm quantities. Deliveries in excess or below the contracted quantity require an immediate notification by the supplier and the explicit consent of Thöni.

### 3. Prices and Payments

3.1. All prices shall be fixed prices and are not subject to changes. The supplier's prices include all taxes, duties and charges which incur for the goods or services.

3.2. The supplier has to break down all prices for delivery, service, packaging and transportation (including insurance), and the labelling of the goods or transport units must be in accordance with the specifications by Thöni.

3.3. Unless otherwise agreed upon in writing, the specified prices are for deliveries including packing, carriage paid to agreed destination, unloaded by Thöni, and for services in addition including complete documentation, installation and commissioning. Packaging materials and other waste must be recycled or disposed of in an environmentally friendly way by the supplier.

3.4. Within reasonable limits, Thöni shall be entitled to request changes of the delivery and/or to the design and execution without this resulting in a change of the price.

3.5. Payments are made in accordance with the agreed terms of payment. Unless terms of payment are otherwise agreed upon in writing on the order, payment is due within 30 days after proper receipt of delivery/service and receipt of

invoice (date of invoice receipt) with a 3% cash discount for earlier payment or within 60 days without discount.

3.6. All paperwork, delivery notes and invoices of the supplier must, if provided beforehand, contain Thöni's SAP order number and part number. Thöni shall be entitled to refuse the invoice of the supplier if the required information is not included or otherwise incorrect. Any delays in payment resulting from this shall be borne by the supplier. Offsetting of fees of any kind to Thöni is not accepted, unless Thöni has agreed to such settlement explicitly in writing.

### 4. Delivery and transfer of ownership

4.1. If the supplier fails to deliver the goods or render the service within the agreed time, Thöni has the right to demand an amount, specified in the order, as a lump sum compensation (contractual penalty) for the duration of such default. The right to claim any further damages remains unaffected.

4.2. If no lump sum compensation has been agreed upon, Thöni has the right to claim compensation for the total loss, which incurred due to the delayed delivery by the supplier.

4.3. Unless otherwise agreed upon in the order, the goods are delivered DPU at the designated place, with the transfer of ownership taking place after payment of the price but no later than at the loading point of Thöni.

4.4. The supplier is obliged to notify Thöni of the country of origin including the goods movement reference of all supplied goods, in accordance with the purchase order, and including sufficient details to meet the requirements of any possible applicable agreements regarding trade and customs concessions.

4.5. Thöni is also entitled to organise transport themselves, if desired. In that case, the transfer of ownership will take place at the loading point of the supplier.

4.6. Both in case of transport organisation by the supplier or by Thöni, EXW only applies provided that Thöni has given written consent. The supplier has to specify the most favourably priced transport organisation (including insurance) to Thöni.

4.7. Goods that are delivered to Thöni before the due date can be returned to the supplier at the supplier's expense. If the supplier fails to comply with the specification by Thöni, all transport costs resulting from this failure shall be borne by the supplier and all other legal remedies, which are available by law and in equity may be used.

4.8. The Incoterms 2020 of the International Chamber of Commerce (ICC) apply.

### 5. Transport of dangerous goods

5.1. The supplier must strictly adhere to the specific provisions for the transport of dangerous goods for the used modes and means of transportation. The supplier is liable for all damages and penalties resulting from non-compliance with statutory provisions.

5.2. The supplier is responsible for complying with the applicable dangerous goods regulations, especially with regard to classification, labelling and packaging of the goods and the selection of permissible means of transport and mandatory routing.

5.3. Depending on the relevant mode of transport, the supplier must comply with the dangerous goods regulations, reference and labelling requirements, declarations, packaging and transportation regulations, accident and

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safety data sheets, and produce the required transport papers, which must be passed to the carrier. It is compulsory that the delivery note contains the dangerous goods classification. The responsible buyer/parts planner at Thöni has to be notified of the dangerous goods classification no later than three days after placing the order and in any case prior to dispatch. Packages (individual packaging, composite packaging) and intermediate bulk containers must be type-tested and approved. If tanks or tank containers are used, they must comply with the relevant regulations for the construction and equipment. The vehicles used must comply with the construction and type approval for the transportation of dangerous goods.

### 6. Disposal of waste

6.1. If the disposal of waste is a subject matter of delivery and service, the contractor explicitly commits himself to an environmentally sound recovery or disposal in line with the Austrian waste management act (AWG) sec. 15 (5a) lit. b).

### 7. Property of Thöni

7.1. Unless otherwise agreed in writing, all tangible and intangible goods – including without limitation, information or data, whatsoever, tools, materials, drawings, computer software, know-how, documentation, equipment or material – which Thöni made available to the supplier or which was separately paid for by Thöni, shall remain the property of Thöni or be transferred to Thöni's property.

7.2. The supplier is entitled to use the goods owned by Thöni solely for the purpose of carrying out the order for Thöni; the goods must under no circumstances be used for any other purpose, passed on to third-parties or be duplicated.

7.3. All rights to ideas, inventions, creations, strategies, plans and data, which arise by order of Thöni or in the course of the order, including all patent laws, copyright laws, rights to protected information, rights to databases, trademark laws and other intellectual property rights, are owned exclusively by Thöni.

7.4. Thöni shall be entitled to verify all relevant documents of the supplier, in order to comply with this provision, and to request the supplier to submit all relevant certificates and documentation.

### 8. Drawings

Any possible review or approval of drawings by Thöni is to provide support to the supplier and does not exclude the supplier from its responsibility to meet all requirements of the order.

### 9. Warranty

9.1. The supplier shall guarantee that all goods delivered and services rendered, in accordance with the order, regardless of whether they are delivered/rendered by the supplier or a direct or indirect supplier of the supplier, are free from material defects and deficiencies in title. The supplier shall also guarantee that all goods delivered, including all parts and components, are new and that both goods and services conform to the industry standard.

9.2. The supplier shall in any case undertake a final inspection prior to dispatch of the ordered goods and commits to maintaining records, which can be viewed by Thöni on request.

9.3. If agreements are reached between the contracting

parties about certain quality characteristics, the process capability must be ensured and recorded in inspection records. These inspection records should be handed over to Thöni upon request.

9.4. Thöni will only inspect the incoming goods in terms of external visible damage and obvious external deviations in terms of identity and quantity. Thöni will immediately report such deficiencies. In case Thöni only carries out sampling inspections, defects that are not detected during these inspections are considered hidden defects. Thöni reserves the right to carry out further incoming goods inspections. In addition, Thöni shall complain about defects as soon as they are detected, in accordance with the correct business process. The supplier thereby will not use the defence of delayed notification of defects. Thöni has no duty to inspect the goods on receipt if an acceptance procedure has been agreed on.

9.5. The warranty period is 24 months. The warranty period for deliveries starts at the time when the goods are received at Thöni and for services at the time of the formal acceptance.

9.6. The warranty applies to Thöni, its legal successor and transferee and to the users of the ordered goods and services. If, within the warranty period, goods or services prove to be inadequate, Thöni is entitled, on top of its rights according to law, contract or equity, at its discretion and at the supplier's costs, to either,

- a) refuse and defer further deliveries covering the same product,
- b) withdraw from the contract, which contains the defective goods, in whole or in part, without the supplier being entitled to bring any claims whatsoever against Thöni,
- c) remove non-compliant deliveries and services and to make a new delivery or render a new service, which comply with the agreed requirements and/or
- d) take all necessary measures to correct any deficiencies and/or to ensure that the delivery and service comply with the agreed requirements.

9.7. All charges and expenses incurred as a result to Thöni - including material, labour and handling costs, costs for necessary renewed additional machining or other additional services - shall be borne entirely by the supplier. The warranty period shall be extended by a further 24 months once the defects have been rectified.

9.8. If defects exist, Thöni is entitled to withhold payment, in whole or in part, at its own discretion.

### 10. Delay

10.1. In case of delays of more than one week, due to the supplier's fault (either by intent or through negligence) and/or his suppliers, Thöni shall be entitled to cancel the purchase order in whole or in part, by written notice stating the delay of the order, if

- a) the supplier fails to fulfil the contract within a specified period or within a written extension granted by Thöni,
- b) the progress made by the supplier is so insufficient that there is a possibility, at the discretion of Thöni, the order might not be fulfilled, or
- c) the supplier does not comply with an essential condition of the order.

10.2. Such a cancellation of the order will become effective if the supplier does not rectify the failure in question within a

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reasonable extension granted by Thöni.

10.3. In case of an order cancellation, Thöni has the right to a replacement purchase, on reasonable terms, at the supplier's costs.

10.4. The supplier shall be liable at any rate for all costs, expenses and damage, which arise from the failure to fulfil the obligations of the supplier, irrespective of whether Thöni cancels the order or increases the delivery time.

10.5. If, for whatever reason, the supplier expects difficulties regarding compliance with the required delivery date or any other requirement of the order, he must notify Thöni immediately in writing of such issues.

### 11. Continuous delay

If the supplier discontinues the ordinary business operations or does not meet his obligations when due, Thöni, without assuming any liability, has the right to immediately cancel the order, as long as it is permitted by and in accordance with the applicable law.

### 12. Force majeure

12.1. Force majeure is an external, unforeseeable event that cannot be prevented or cannot be prevented in due time despite the use of due diligence and technically and financially reasonable means. In particular, this includes natural disasters, terrorist attacks, pandemics, power failure, failure of telecommunication connections, strike and lockout, provided the lockout is lawful, or legal provisions or measures.

12.2. Provided that one party is prevented from fulfilling its contractual obligations due to a force majeure event, it will be temporarily exempt from these obligations, as long as the other party is notified without delay about such a force majeure event, about the reasons and the estimated duration and, at the appropriate time, about its discontinuation. The affected party bears the burden of proof of the existence of such a force majeure event.

12.3. The affected party will endeavour to ensure, with all technically feasible and economically justifiable measures, that it can fulfil their obligations again as quickly as possible.

### 13. Indemnification and insurance

13.1. It shall be deemed to have been explicitly agreed that the supplier must compensate Thöni, within the limits of the statutory provisions, for any personal injuries, damage to goods that are not part of the contract, for other damage and loss of profits, as long as it is clear from the circumstances of each individual case that the supplier is responsible for this damage (including slight negligence only).

13.2. The supplier must ensure they have adequate insurance to cover the aforementioned risks.

### 14. Assignment and Subcontracting

14.1. The supplier has the right to assign (including assignment due to change of ownership or change in ownership structure) the order or the related rights, including payment entitlements, only with prior written consent by Thöni.

14.2. Subcontracting the order by the supplier is only permissible after it has been expressly approved in writing by Thöni. Even if such an approval has been granted, the supplier remains responsible to ensure that the subcontractor fulfils all agreed requirements.

### 15. Confidential or protected information and disclosure

15.1. The supplier is obliged to treat all technical, procedural, protected or economic information, which is revealed from the data given by Thöni in connection with the order, as confidential. Any kind of disclosure of such information is only permissible after it has been expressly approved in writing by Thöni. The same applies to publications in the press, photographs and all information connected with it.

15.2. The supplier is obliged, upon completion of the order, to return immediately all information made available by Thöni - such as data carriers, drawings, specifications, photographs and the like - to Thöni.

15.3. The obligation to treat all received information as confidential will remain with the supplier indefinitely and unconditionally, irrespective of the complete fulfilment of the contract.

### 16. Infringement of an industrial property right

The supplier is obliged to indemnify and hold harmless Thöni in terms of all costs and expenses resulting from claims, legal disputes and other proceedings that are raised against Thöni or Thöni's customer due to an alleged violation of patent rights, copyrights, trademark law, trade secrets or other third-party intellectual property rights due to the ordered delivery and/or service.

### 17. Securities

If, in the course of the business relationship securities become necessary, they must be in the form of bank guarantees. These are exclusively abstract banker's guarantee bonds, which are payable on first demand. Thöni has the right to refuse bank guarantees from financial institutes, if there are reasonable doubts concerning their credit worthiness.

### 18. Applicable law and jurisdiction

18.1. Unless otherwise stated in the order or unless otherwise agreed by the parties in writing regarding the order, both the order and its interpretation shall, in every respect, be subject to Austrian law with the exception of such legal provisions which refer to the law of other countries. The application of the rules in the agreement of the United Nations in terms of the International Sale of Goods (UN Sales Law) shall always be excluded.

18.2. Exclusive jurisdiction for all disputes arising in direct or indirect conjunction with the order shall be the competent Austrian court of jurisdiction responsible for the location of the Thöni headquarters.

### 19. Severability

19.1. Should any individual provisions of these conditions of purchase be or become ineffective, the other provisions shall not be affected thereby and remain legally binding.

19.2. Unless the parties have agreed on another arrangement, the ineffective provision shall be replaced with a valid provision which comes as close as possible to the desired commercial purpose of the provision and closely reflects the intent of the parties when they concluded this contract.

This document is a translation of the official German version. In case of discrepancies or ambiguities, the German version shall prevail.