



General Terms and Conditions of Purchase of Swietelsky AG and its affiliated companies

Preamble

Swietelsky AG and its affiliated companies ("SWIETELSKY"), based in Austria, enter into purchase agreements for equipment, materials, and other movable items (hereinafter referred to as "goods") based on these General Terms and Conditions of Purchase ("GCP"). The GCP also apply to contracts whose subject matter is the delivery of movable items to be manufactured or produced.

The GCP do not apply to the execution of construction or work services; instead, the General Terms and Conditions for Contracts for Work and Services of Swietelsky AG apply, available at <https://www.swietelsky.co.uk/about-us/esg/procurement/>.

SWIETELSKY is considered the purchasing party. The selling party is the company from which SWIETELSKY purchases the goods. The client is the contracting party of SWIETELSKY.

All changes to these GCP or other contractual terms and conditions require a written agreement to be effective, as does any waiver of this formal requirement. Any terms and conditions of the selling party shall under no circumstances become part of the contract.

The selling party has taken note of these GCP and confirms their full validity. It is hereby clarified that future purchase contracts shall be concluded exclusively on the basis of these GCP, even if no express agreement to this effect is made.

These GCP have been translated from German into English. In the event of contradictions, the German version will take precedence.

Austrian law applies, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

I. Offer, Conclusion of Contract

- (1) Offers made by the selling party are binding. The selling party remains bound by its offer for six months from the date of submission.
- (2) Cost estimates provided by the selling party are subject to an express warranty of accuracy and are provided free of charge.
- (3) If the goods are to be manufactured individually according to the purchasing party's specifications (e.g., instructions, plans), the selling party confirms with its submission of the offer that it has thoroughly reviewed the purchasing party's specifications, has not identified any defects, and has no reservations regarding their execution.
- (4) The purchase contract is concluded upon written order by the purchasing party. The selling party must confirm receipt to the purchasing party in writing. If this confirmation contains deviations from the order, such deviations are only valid if the purchasing party approves them in writing. Silence does not constitute consent.

II. General Agreements, Orders

- (1) Orders from a general agreement must be made in writing.
- (2) The conditions and prices stipulated in a general agreement are valid for the agreed call-off period plus six months.
- (3) The quantities listed in a general agreement are the purchasing party's estimated requirements for the specified call-off period. The purchasing party has no obligation to purchase. The purchasing party may place orders under the agreed terms up to six months after the call-off period specified in the framework agreement. Claims by the selling party arising from shortfalls in quantities are excluded.

III. Order of the Contract Components

- (1) Contract components:
 - a) Written order from the purchasing party;
 - b) General agreement;
 - c) Minutes of the negotiation, including attachments;
 - d) Invitation to submit an offer, including attachments;
 - e) GCP in its current version;
 - f) Code of Conduct for Business Partners of Swietelsky AG and its affiliated Companies in the current version, available at <https://www.swietelsky.co.uk/about-us/esg/procurement/>;
 - g) Offer from the selling party;
 - h) All relevant technical ÖNORM standards in the version valid at the time the offer is submitted, in addition the DIN standards or other regulations which represent the state of the art at the time the offer is submitted, furthermore all the legal regulations regarding the certification of construction products (e.g., CE marking) as well as all the relevant safety stipulations.
- (2) In the event of contradictions to the above technical or contractual basis, the strictest provision in favour of the purchasing party applies.

IV. Transfer of Services

- (1) The selling party is not entitled, without the written consent of the purchasing party, to have the outstanding service provided by a third party. In the case of the transfer of services to a third party, the third party must undertake to fully comply with these general conditions of purchase (GCP).
- (2) In the event of infringement, the selling party is obliged to pay a contractual penalty of 10 % of the gross purchase price.
- (3) The selling party is fully liable for the service passed on to third parties as well as for his own actions.

V. Inspection- and Warning Obligation

The selling party must thoroughly inspect any documents, instructions, materials, etc., provided by the purchasing party for the manufacture of custom goods and must immediately notify the purchasing party in writing of any defects or concerns regarding the intended method of execution. If the selling party fails to issue such a warning, it shall be liable for the consequences of such failure.

VI. Delivery Dates, Delays, Penalties

- (1) The agreed delivery dates are binding and penalized in accordance with the following regulations.
- (2) Unless otherwise agreed, the delivery dates announced by the purchasing party in the invitation to submit an offer or its attachments (e.g., schedule) apply.
- (3) The selling party is obligated to inform the buying party immediately if delivery is not possible, not possible on time, or only partially possible. Partial deliveries are permitted only with the written consent of the buying party. Costs resulting from early delivery (e.g., storage costs) shall be borne by the selling party.
- (4) In the event of total or partial default, the selling party must pay a contractual penalty of 0.5 % of the gross purchase price per calendar day, but a maximum of 10 % of the gross purchase price.
- (5) If the delivery of even part of the goods is delayed, the purchasing party is entitled to withdraw from the contract immediately without setting a grace period. In this case, the selling party is obliged to pay a contractual penalty of 10 % of the gross purchase price.

VII. Delivery, Transport, Transfer of Risk

- (1) Delivery of the goods shall be made at the expense and risk of the selling party, free to the destination, including packaging and unloading. The selling party shall obtain any official permits required for transport. The selling party shall be liable for any contamination of public traffic areas caused by it and shall indemnify and hold the purchasing party harmless.
- (2) The selling party must comply with the shipping regulations of the manufacturer and/or the purchasing party as well as all statutory transport regulations (e.g., Hazardous Goods Transportation Act).
- (3) Upon delivery, the selling party must present delivery notes detailing the type and quantity of goods to the purchasing party for signature. By signing the delivery notes, the purchasing party only confirms receipt of the goods, but not their quantity or quality.
- (4) If the purchasing party has designated a contact person to the selling party, the selling party may deliver the goods exclusively to that person or to a person authorized in writing by that contact person. If the goods are delivered to another person, the risk of loss or damage shall not pass to the purchasing party until the designated contact person has provided written confirmation.
- (5) If the selling party undertakes additional obligations, such as handing over test certificates, operating

instructions or training measures, the risk only passes to the purchasing party when the selling party has demonstrably fulfilled all of these obligations.

- (6) If the selling party delivers the goods before the contractually agreed delivery date without the written consent of the purchasing party, the risk shall not pass to the purchasing party until the contractually agreed delivery date.

VIII. Prices

- (1) The agreed prices are fixed prices.
- (2) All the necessary additional services (e.g., transport, insurance, assembly) are included in the prices.
- (3) Agreed reductions and discounts also apply to the mere delivery of partial quantities and for additional orders.

IX. Invoicing and Payment

- (1) After complete delivery, invoices must be sent to the email or postal address stated in the order confirmation, stating the reference code "RC-KST-AT-respective company number-cost center" (e.g. RC-KST-AT-101-01000010) and with corresponding proof of performance.
- (2) If available, invoices must contain the order number, the order date and the order item number. Invoices must be structured in such a way that the individual invoice items are identical to the items in the order confirmation or in the selling party's offer.
- (3) The possibility of issuing partial invoices must be expressly agreed. Any agreed partial invoices must be explicitly designated as such.
- (4) Invoices are due for payment within 60 days minus a 3 % discount or within 90 days without a discount.
- (5) Due to the purchasing party's company holidays during the Christmas season, payment deadlines between December 20 and January 10 shall be suspended by mutual agreement.
- (6) The purchasing party's payment transfers are processed electronically twice a week (Monday and Thursday). The agreed discount and payment terms shall be deemed met even if the purchasing party instructs the bank to make the transfer on the next transfer date following the expiration of the payment term – or, if that date falls on a holiday, on the next transfer date thereafter. The selling party expressly agrees to any resulting extension of the deadline by up to five business days.

- (7) The right to a discount for individual payments made within the discount period remains valid even if other payments are made outside the discount period.
- (8) The purchasing party is entitled to set off claims of the selling party against its own claims or against claims of its affiliated companies or joint ventures in which the purchasing party or one of its affiliated companies holds an interest. This also applies in the event of assignment, pledging, or judicial attachment.
- (9) In the event of a delay in payment for which the purchasing party is responsible, default interest of 2 % above the base interest rate is agreed. The base interest rate applicable on the last calendar day of a calendar half-year shall be decisive for the following half-year.

X. Guarantee

- (1) If a down payment has been agreed upon, the selling party must secure it by means of an abstract, irrevocable, and unconditional bank guarantee denominated in euros, issued by a first-class Austrian banking institution, which is payable on first demand.
- (2) If partial invoices have been agreed, the purchasing party is entitled to withhold 10 % of the respective invoice amount as security for all claims arising from the fulfillment of the contract until the final invoice is due.
- (3) In the case of a contract for the production of individual goods, the selling party must send the purchasing party a contract performance guarantee amounting to 10 % of the gross purchase price within 10 days of conclusion of the contract. If the selling party does not provide this guarantee or does not provide it in a timely manner, the purchasing party is entitled to immediately withdraw from the contract. In this case, the selling party is obliged to pay a contractual penalty of 10 % of the gross purchase price.
- (4) In the case of a contract for the production of individual goods, a guarantee amounting to 5 % of the gross invoice amount is agreed for the duration of the warranty, which the purchasing party can retain in cash. If this amounts to more than EUR 1,000 the selling party can replace this cash retention with an abstract, irrevocable and unconditional bank guarantee from a first-class Austrian banking institution, payable on first demand and denominated in euros. The bank guarantee must have a term of up to one month after the end of the guarantee period.

XI. Acceptance, Warranty

- (1) The application of Sections §§ 377 and 378 UGB (Austrian Commercial Code) has been mutually excluded upon.
- (2) In the case of a contract for the production of individual goods, a formal takeover is agreed. A written protocol must be drawn up about this, which must be signed by both contracting parties.
- (3) In the occurrence of any defects, the purchasing party is entitled to retain the entire purchase price.
- (4) Should any defects be reported during the warranty period, it is assumed that they were already present at the time of delivery.
- (5) Warranty claims for defects reported within the warranty period expire within six months after the warranty period has expired.
- (6) The purchasing party is also entitled to recourse according to § 933b ABGB (Austrian Civil Code) if the end customer is a business entity.
- (7) If the purchasing party incurs costs in connection with warranty work performed by the selling party (e.g., construction supervision), the selling party shall reimburse these costs based on actual expenses.
- (8) In the event of the final and binding commencement of insolvency proceedings concerning the assets of the selling party, the latter hereby irrevocably and indefinitely offers to assign to the purchasing party all contractual claims against its subcontractors or suppliers, in particular those arising from performance and warranty. The selling party shall provide all necessary declarations so that the purchasing party may assert the claims directly against them. This provision shall apply in any event, even if the insolvency administrator were to withdraw from the contract.

XII. Compensation

- (1) The burden of proof for the absence of fault in claims for damages arising from defects shall remain with the selling party even after the expiration of ten years following the transfer of ownership.
- (2) The selling party is also fully liable for damages within the scope of the Product Liability Act.
- (3) With regard to damages to third parties, the selling party shall fully indemnify and hold the buying party harmless. This applies even if the buying party is held liable by third parties through no fault of its own, provided that such liability was caused or contributed to by the selling party, and also includes the costs arising

from such legal disputes. The purchasing party shall immediately inform the selling party of any claims by third parties in order to give the selling party the opportunity to settle the asserted claim without delay.

XIII. Contract Withdrawal, Cancellation

- (1) The purchasing party is entitled to withdraw from the contract immediately if the contract with the building owner is terminated for any reason whatsoever, or if the selling party is rejected by the building owner as a supplier.
- (2) In the case of a contract for the production of individual goods, the purchasing party has the right to cancel the goods in whole or in part.
- (3) The purchasing party is also entitled to cancel part of the goods at any time.
- (4) In these cases, the selling party will only receive compensation for the defect-free goods delivered up to the time of termination of the contract; Any further claims (e.g., damages, lost profits, etc.) are excluded.

XIV. Ownership- and Proprietary Rights

- (1) Any retention of title by the selling party to the goods delivered is mutually excluded.
- (2) The samples, illustrations, plans, drawings, calculations, execution instructions, product descriptions, materials and other documents handed over by the purchasing party for the production of goods remain the property of the purchasing party. They are to be used exclusively to provide the contractual service and may neither be used by the selling party for their own purposes nor made accessible to third parties. The selling party must return them upon delivery to the purchasing party. Materials provided must be stored by the selling party free of charge, transparently, clearly labelled and separated from the selling party's goods and marked as the property of the purchasing party.
- (3) The selling party may only take photos of a construction site with the purchasing party's written consent; Publications of any kind are prohibited.
- (4) The selling party warrants that no third-party intellectual property rights (e.g., copyrights) are infringed. If the buying party is held liable by third parties due to an infringement of intellectual property rights for which the selling party is responsible, the selling party shall fully indemnify and hold the buying party harmless.

XV. Obligation of Confidentiality

- (1) The selling party undertakes to maintain the strictest confidentiality regarding all information of any nature whatsoever (trade secrets, technical processes, prices, etc.) that has come to its knowledge in connection with this purchase agreement. The selling party must extend this obligation to any third parties it engages for the purpose of fulfilling the contract.
- (2) Violations entitle the purchasing party to immediately withdraw from the contract and claim a contractual penalty of 5 % of the gross purchase price.

XVI. Insurance

- (1) The selling party is obliged to take out sufficient business liability insurance. The business liability insurance must be maintained at least until the end of the warranty period.
- (2) The selling party is also obliged to take out transport insurance appropriate to the subject matter of the contract at their own expense.
- (3) At the request of the purchasing party, the selling party must provide proof that this insurance has been taken out.
- (4) The selling party undertakes to immediately report any event of damage to the insurance company and the selling party is not entitled to waive insurance coverage in the event of insurable damage.

XVII. Compliance-Regulations, Code of Conduct for Business Partners

- (1) The selling party declares that they are familiar with the Code of Conduct for Business Partners of Swietelsky AG and its affiliated Companies, available on the website <https://www.swietelsky.co.uk/about-us/esg/procurement/>. The selling party undertakes to subject themselves to this code and to act accordingly during the collaboration with the purchasing party.
- (2) Information and documents may be required from the selling party in order to fulfill the purchasing party's legal obligations in the context of sustainability (e.g., EU taxonomy, CSRD/ESRS). The selling party undertakes to provide the relevant information and necessary documents upon request from the purchasing party.
- (3) The selling party shall pass on the foregoing declarations and obligations to its subcontractors and suppliers.
- (4) In the event of a violation, the purchasing party is entitled to declare immediate withdrawal from the

contract and the selling party must fully indemnify and hold the purchasing party harmless. In such a case, the purchasing party has the right to demand a no-fault contractual penalty of 10 % of the gross purchase price.

XVIII. Data Protection

- (1) The purchasing party processes data based on legal and contractual provisions and for the purpose of fulfilling the contract.
- (2) The selling party declares that it is familiar with the purchasing party's privacy policy, available on the group website <https://www.swietelsky.co.uk/privacy/>, and undertakes to process data in accordance with data protection regulations.
- (3) The selling party must pass on the above-stated obligations to its subcontractors and suppliers.
- (4) The information obligations in accordance with Articles 13 and 14 DSGVO (General Data Protection Regulation) towards the data subject must also be passed on by the selling party to its subcontractors and suppliers.
- (5) In the event of a violation, the purchasing party is entitled to declare immediate withdrawal from the contract and the selling party must fully indemnify and hold the purchasing party harmless.

XIX. Disputes

In the event of disputes, the competent court in Linz is agreed upon as the exclusive place of jurisdiction.