

1. Scope of Application

These Terms and Conditions of Purchase apply to all contracts and orders placed by Ginzler GmbH, hereinafter referred to as the Customer. The General Terms and Conditions or forms of the supplier, hereinafter referred to as the Contractor, are in no case binding on the Customer, regardless of whether the Customer was aware of them or not, whether the Customer objected to their validity or not, or whether they conflict with these Terms and Conditions. The Contractor's obligations arising from contracts concluded with the Customer, including these Terms and Conditions, also apply to its legal and business successors, and the Contractor is obligated to ensure that these obligations are duly transferred.

2. Obligation to Cooperate

As an internationally certified company, we require our Contractors (suppliers, partners, and subcontractors) to cooperate in all our business activities to meet the requirements of the standards EN ISO 9001, EN ISO 14001, EN ISO 45001, and SA 8000, as well as any other valid/applicable regulations in their currently valid versions. In the event of failure to fulfill the duty to cooperate, the Customer is entitled to set a reasonable grace period. If this period expires without success, the Customer is entitled to withdraw from the contract and claim damages.

3. Orders and Order Confirmations

The Customer shall recognize only written order confirmations or orders countersigned by the Contractor. Transmission via email shall also be deemed to satisfy the written form requirement, provided that the authenticity of the statement can be established beyond doubt. If the order confirmation deviates from the order, the Customer shall be bound by such deviation only if it has consented to the deviation in writing. If an order is unclear, the Contractor is obligated to seek clarification. Changes or rejections must be made in writing. By returning the signed purchase order or order confirmation within three (3) business days, the Contractor accepts the order, including these General Terms and Conditions. If the order confirmation or signed purchase order has not been received by the Customer after 7 days, it shall be presumed that the Contractor has accepted the Customer's order in its entirety.

4. Prices, Performance Period, Contractual Penalty

Agreed-upon prices are fixed prices. Unless otherwise agreed, taxes, customs duties, and incidental costs are included in the price. Incidental costs include, in particular, the costs of packaging, loading, transportation, and obtaining export and import permits. The Contractor agrees to perform follow-up and additional work within the scope of the contract upon written request by the Customer. Such work shall also be performed in accordance with the existing agreements. Unless otherwise agreed in the orders, the delivery terms of Incoterms 2020 DAP shall apply, with the Customer's headquarters in Amstetten or a delivery address in Austria within a radius of approximately 50 km from the Customer's location. If the goods originate from outside the EU, they must be cleared through customs.

The timeliness of deliveries or subsequent performance is determined by receipt at the receiving location specified by the Customer; the timeliness of deliveries involving installation or assembly, as well as of services, is determined by the Customer's acceptance thereof.

In the event of a delay in delivery, service, or subsequent performance, the Customer must be notified immediately and its decision sought. If the agreed performance/delivery deadline is exceeded, the Customer is entitled to charge a contractual penalty of 0.3% of the total contract amount for each already started business day of the delay, up to a maximum of 10% of the total contract amount. The contractual penalty shall become due immediately upon expiration of the agreed-upon deadline, without the need for separate assertion by the Customer. In the case of partial deliveries, the contractual penalty shall be calculated based on the total contract amount for the delivery or service. The

Customer reserves the right to claim damages in excess of this amount.

Upon performance of services or delivery of the goods, all documentation and records must be provided in accordance with the state of the art. If the Contractor fails to comply with this obligation, the Customer is entitled to withhold 10% of the total contract amount until the required documents have been submitted in full. This withholding will be released within 14 calendar days after all required documents have been submitted in full. Contractual penalties do not release the Contractor from its performance obligations or from any resulting statutory and/or contractual liabilities.

5. Packaging, Prohibited Substances

Packaging that is difficult to dispose of will be returned to the Contractor at the Contractor's expense. Such packaging includes containers for oils, paints, and other chemical agents; plastic wrappings and liners; etc.

All delivered products, including packaging, must be free of prohibited substances as defined by applicable national and international laws, standards, and directives, in particular Regulation (EC) No. 1907/2006 (REACH), Directive 2011/65/EU (RoHS), and any subsequent or supplementary regulations, as amended.

All packaging for the ordered goods must comply with legal requirements. The costs for disposal will be charged to the Contractor.

6. Acceptance, Transfer of Risk, Delivery

For deliveries that include installation or assembly, and for services, the risk passes upon acceptance; for deliveries without installation or assembly, the risk passes upon receipt at the receiving location specified by the Customer. Acceptance of goods or services is subject to reservation only. We endeavor to inspect the goods as quickly as possible based on the order. Prices are valid with transfer of risk at the designated destination, in accordance with Incoterms 2020. Each delivery must be accompanied by packing lists or delivery notes specifying the contents and the complete order reference numbers.

Receiving hours at the Customer's plant in Amstetten are Monday through Thursday from 6:45 a.m. to 4:00 p.m., or as specified in additional information on the order. Receiving is closed on Austrian statutory holidays, as well as during summer and winter Business closures.

Deliveries to the main factory in Amstetten must be notified 3 business days in advance via einkauf@ginzler.com. Deliveries to the external warehouse must be notified in writing 3 business days in advance via logistik@ginzler.com and may only be shipped after receiving confirmation.

7. Payment

After the service has been rendered or the goods have been delivered — or, in the case of partial deliveries or services, after the final delivery or service — the invoice must be sent by email to invoice@ginzler.com. Invoices that do not include the order number and the commission will not be processed. Unless otherwise agreed, payment is due within 30 days with a 3% discount or within 60 days without deduction. Payment terms, including discount periods, begin upon receipt of the complete invoice and the inspected and accepted goods, including all required documents and documentation. The date the invoice is received by the Customer is decisive in this regard. If the issuance of a bank guarantee or security deposit is agreed upon as a form of security, the payment term begins upon receipt of the bank guarantee, the complete invoice, and the inspected and accepted goods, including all required documents. Consolidated invoices for multiple orders will not be accepted. A separate invoice must be issued for each order. The shipping documents, as well as the order confirmation and the invoice, must specify the order date, the order number with the corresponding line item number, and the customer's item number.

The customer has the right to retain a performance retention equal to 10% of the partial invoice amount and a warranty retention equal to 5% of the total contract value (unless otherwise agreed in the purchase order) as a non-interest-bearing security for claims arising from performance,

warranty, guarantee, or damages for a period of 45 days beyond the warranty period. The warranty retention may be released upon presentation of a bank guarantee.

If an advance payment guarantee, performance guarantee, or security deposit has been agreed upon between the Contractor and the Customer, it must be issued in abstract form, irrevocably, and free of charge to the Customer by a first-class bank, in accordance with Austrian law and based on the Customer's template, which will be made available to the Contractor. Guarantees or security deposits that do not conform to the Customer's template will not be accepted and will be returned to the Contractor.

8. Warranty, Guarantee, and Replacement Parts

The Contractor warrants that the delivery/service complies with the order, the state of the art, and the legal requirements of the place of use. In the event of a defect, the Contractor shall bear the costs and risk of return shipping, the costs of removal, and the costs associated with the complaint. The warranty period is 24 months from receipt of the goods and all required documentation, unless expressly agreed otherwise, and is extended by the duration of any downtime caused by defects. In the event of the replacement or repair of a part, a new warranty/guarantee period commences upon installation of a new part or upon completion of the repair, for the same duration as that of the initial delivery. The Contractor guarantees the availability of replacement, wear, and distribution-specific parts for the delivered item for up to ten (10) years after the expiration of the warranty/guarantee period. The prices for replacement and wear parts may not exceed the prices agreed upon at the time of the initial delivery or the prevailing market prices by a disproportionate amount. A price increase of more than 15% compared to the originally agreed-upon price requires the Customer's written consent.

9. Execution, Subcontracting

Upon request, the Contractor shall provide the Customer with proof of its qualifications to fulfill the scope of delivery. Subcontracting to third parties is prohibited without the Customer's written consent and entitles the Customer, at its discretion, to terminate the contract and to claim damages.

10. Force Majeure

The Contractor shall be fully or partially exempt from timely performance of the contract if it is prevented from doing so by events of force majeure. Events of force majeure shall be limited exclusively to fire, natural disasters, war and civil unrest, pandemics, and government-imposed bans on deliveries or services, as well as cyberattacks on critical infrastructure, provided that these demonstrably delay or render impossible the performance of the contract.

However, the Contractor hindered by an event of force majeure may invoke force majeure only if it notifies the Customer in writing without delay — but no later than within five (5) calendar days — of the reason for, as well as the start and foreseeable end of, the hindrance and submits appropriate evidence. Should a force majeure event last longer than four (4) weeks, the Customer may, at its discretion, withdraw from the contract.

11. Claims for Damages / Product Liability / Insurance

The Customer's liability and any claims for damages against the Customer are excluded to the fullest extent permitted by law.

The Contractor is liable for any personal injury or property damage caused by its negligence, as well as for direct and indirect damages such as business interruption, loss of production, lost profits, or other indirect consequential damages.

The Contractor must provide proof of appropriate insurance coverage in the amount of at least 3 million euros.

In the event of repeated violations of these General Terms and Conditions, the Contractor shall indemnify and hold the Customer harmless from all claims.

In any case, however, the Contractor undertakes to obtain general liability insurance, including product liability

insurance—and, in the case of design services, also including design liability insurance.

12. Confidentiality

The Contractor may not disclose to third parties any information obtained from the Customer, unless such information is already in the public domain or has otherwise been lawfully disclosed to the Contractor. If the Customer has consented to the subcontracting of work to third parties, such third parties must be bound by a corresponding written confidentiality agreement. The obligation of confidentiality shall remain in effect for the duration of the contractual relationship and for a period of five (5) years following its termination. In the event of a culpable breach of the confidentiality obligation, the Contractor shall be obligated to pay an appropriate contractual penalty, the amount of which shall be based on the damage proven or plausibly demonstrated in each individual case but shall not be less than EUR 10,000 per breach. The Customer reserves the right to claim further damages.

13. Data Protection and Processing of Personal Data

The protection of personal data is a matter of great importance to us. The processing of personal data is carried out exclusively in accordance with the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG).

Data is processed for the following purposes:

- Performance of the contract pursuant to Art. 6(1)(b) of the GDPR
- Compliance with legal obligations pursuant to Art. 6(1)(c) of the GDPR
- Pursuit of legitimate interests, in particular for customer service and marketing activities, pursuant to Art. 6(1)(f) of the GDPR

Personal data will only be disclosed if this is necessary for the performance of the contract (e.g., to payment service providers, shipping companies, etc.) or if there is a legal obligation to do so. Personal data will not be disclosed to third parties for advertising purposes without the explicit consent of the data subject.

The Contractor undertakes to comply with all applicable laws and regulatory requirements governing the performance of the contract. Any violations in this regard must be reported to dsgeo@ginzler.com immediately upon becoming aware of them.

14. EU Deforestation Regulation (EUDR)

The Contractor guarantees that all products supplied by it that fall under the EU Deforestation Regulation comply with the requirements set forth therein.

The Contractor undertakes to provide all necessary documentation and evidence regarding the deforestation-free origin of the goods in question. This includes, in particular, due diligence reports, proof of traceability, and, where applicable, certifications from recognized bodies.

If the Contractor violates the provisions of the EUDR or is unable to provide the required evidence, the Customer is entitled to terminate the contract, claim an appropriate contractual penalty, and/or seek damages.

The Customer is entitled to conduct inspections and audits, or have them conducted by third parties, to an appropriate extent to ensure compliance with the EUDR. The Contractor must provide the necessary assistance in this regard.

In the event of repeated or serious violations of the EUDR requirements, the Customer is entitled to terminate the contract without notice.

15. Sustainability in the Supply Chain

The Contractor undertakes to comply with all legal requirements and industry-specific standards relevant to sustainability, in particular environmental, social, and human rights standards in accordance with the Corporate Sustainability Due Diligence Directive (CSDDD), to the extent applicable.

The Contractor shall ensure that all materials and components come from sustainable and ethically responsible sources. In particular, raw materials from conflict-free regions shall be given preference.

The Contractor undertakes to continuously improve energy efficiency, reduce CO₂ emissions, and promote a circular economy within its supply chain.

Fair working conditions in accordance with internationally recognized standards (ILO, UN Guiding Principles on Business and Human Rights) must be ensured throughout the entire supply chain. Any form of child labor, forced labor, or discrimination is strictly prohibited.

Upon request by the Customer, the Contractor must provide evidence of compliance with the sustainability requirements. The Customer reserves the right to conduct audits or arrange for independent inspections.

In the event of proven violations of this clause, the Customer may impose measures such as requests for corrective action, contractual penalties, or, in the event of a repeat violation, termination of the contract.

16. Export and Import Controls

The Contractor shall ensure compliance with all applicable export and import control regulations as well as sanctions regulations and shall immediately inform the Customer of any restrictions under export and import control laws.

17. Software Updates and Cybersecurity

The Contractor warrants that the software provided will perform the agreed-upon functions when used in accordance with the contract.

The Contractor shall provide necessary bug-fix updates free of charge for a period of 10 years, provided that such updates are necessary to maintain the agreed-upon functions.

The Contractor shall implement appropriate technical and organizational measures to protect IT systems and data from cyberattacks.

18. Withdrawal

The Customer may withdraw from the contract in whole or in part in the event of serious breaches of contract and after setting a reasonable grace period that has expired without result.

Serious breaches of contract include, but are not limited to, the following:

1. The performance date or the delivery or commissioning date is exceeded after the maximum late-payment penalties have been applied, and/or
2. Absolute warranty specifications based on the values in the request for proposal or contract specifications, or information in the purchase order, are not met despite corrective action, and/or
3. Penalized warranty specifications exceed the maximum penalties specified in the contract, and an attempt at rectification has been unsuccessful.

In the event of withdrawal due to fault on the part of the Contractor, the Customer may, at its sole discretion, also demand the rescission of all deliveries and services. Notwithstanding any withdrawal, the Customer is entitled to perform the omitted or inadequately performed deliveries and services itself (self-performance) or through third parties (substitute performance) at the Contractor's expense, in which case the Contractor must support the Customer to the best of its ability. The costs and/or expenses incurred in this process may either be invoiced directly by the Customer and are due immediately, or they will be deducted from the Customer's next payments due to the Contractor.

19. Jurisdiction, Governing Law

All disputes arising out of or in connection with the delivery or service shall be finally decided by the court with subject-matter jurisdiction in St. Pölten, Austria. Austrian substantive law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Austrian Private International Law Act (IPRG), and any conflict-of-laws rules.

For suppliers operating internationally, the parties may alternatively agree by mutual consent to arbitration proceedings in accordance with the rules of the Vienna International Arbitral Centre (VIAC); such an agreement must be in writing.

20. Reservation Clause

The Customer's performance of this Agreement is subject to the condition that no obstacles to such performance exist due to national or international (re-)export regulations, in particular no embargoes and/or other sanctions or other legal provisions.

21. Compliance/Anti-Corruption Clause

The Contractor agrees to comply with all applicable anti-corruption, anti-bribery, and competition regulations. Any violations entitle the Customer to terminate the contract immediately.

22. Severability Clause

Should any provision of the contract or these terms and conditions be invalid, the validity of the remaining provisions shall remain unaffected in their entirety. The invalid provision shall be replaced by a valid provision that comes as close as possible to the intended purpose. The German-language version shall be deemed the authentic version of the terms and conditions and shall also be used for the interpretation of the contract.