

1. Validity

1.1. All purchases of goods, works and services Hauser GmbH, Am Hartmayrgut 4-6, A-4040 Linz, and companies affiliated with Hauser GmbH (HAUSER in the following) are made exclusively on the basis of these Terms and Conditions of Purchase (TCP).

1.2. The Terms and Conditions of Purchase apply for all business transactions between HAUSER and the supplier. The TCP shall also apply to any future commercial relationships between the two parties, even if they are no longer explicitly agreed upon. Other regulations, including in particular the supplier's general terms and conditions, shall not form part of the contract, even if they are not explicitly rejected by HAUSER.

2. Placement of order, purchase order

2.1. The supplier's cost quotations are binding.

2.2. Orders placed by HAUSER shall only be deemed legally binding if they are issued on HAUSER's order forms and contain the prices and conditions. Orders, amendments or supplements made orally or by telephone shall require the explicit written confirmation by HAUSER to become valid.

2.3. In the event of any inconsistencies between the order references, the following sequence shall apply: (1) the order letter (letter, fax, electronic transmission), (2) the annexes and order components to be integrated as stated in the order, (3) the underlying framework and/or special agreements for the order, and (4) HAUSER's TCP.

2.4. The order from HAUSER shall be deemed accepted by the supplier on the conditions stated in the order, unless the supplier rejects acceptance of the order in writing within 24 hours of receipt of the order. In case the supplier communicates any deviations to the order, HAUSER reserves the right to cancel the order free of charge at any time before explicit acceptance of said deviations.

2.5. In all correspondence relating to an order from HAUSER, the order number and other details indicated as mandatory by HAUSER must be stated. Should said details be missing, HAUSER reserves the right to return this correspondence unprocessed without detrimental legal consequences for HAUSER.

2.6. HAUSER's orders may not be subcontracted to a third party without the written consent of HAUSER. Any contravention of this provision will entitle HAUSER to cancel the order and claim compensation.

3. Delivery period, shipping, prices

3.1. The delivery periods, delivery dates and delivery cycles stated in HAUSER's orders shall be binding (fixed date transaction). The contractor shall only be released from the obligation to comply with the agreed period in the event of force majeure to the extent that it has verifiably occurred and has been communicated to HAUSER in writing within 24 hours. Events of force majeure shall be limited to fire, natural disasters, war and riots.

3.2. If the agreed deadline is not adhered to (except in cases of force majeure) and HAUSER continues to insist on fulfilment of the contract, HAUSER shall be entitled to charge a penalty of 0.5% of the net order value for each commenced day of delay in delivery, but no more than 10% of the net order value in total, without the need to provide evidence of the resulting damage. HAUSER shall retain the right to claim damages beyond this from the supplier or to cancel the order and demand compensation for non-performance.

3.3. Premature or delayed deliveries shall only be accepted following a separate written agreement. Shipment must be made according to the determined dispatch type. In the event of non-compliance HAUSER shall be entitled to demand compensation for damages. If no express shipping instructions were issued to the supplier, the most cost-effective shipping options which provide the intended service must be selected. Additional costs for express delivery in order to comply with the lead time for delivery shall be borne by the supplier.

3.4. Unless otherwise specified in the order, the prices shall include packaging and delivery duty paid (DDP) to the place of destination pursuant to INCOTERMS and are fixed prices in EUROS for the entire term of the contract.

3.5. The fixed prices shall include all expenses incurred by the supplier in providing the deliveries and services. These shall include in particular all costs for shipping, packaging, insurance, taxes, duties and other charges. The terms and conditions for the main order shall apply to any supplementary orders.

4. Invoices; payment

4.1. Unless otherwise specified in the order, invoices for each delivery shall be submitted immediately upon shipment of the goods to

HAUSER. The invoices must contain all the required details (company name, order number, cost centre number, VAT ID, consecutive invoice number, company register number, etc.). Until clarified by the supplier, invoices with incomplete details shall not become due and may be returned unprocessed by HAUSER.

4.2. Unless special arrangements have been made to the contrary, payments will be made upon fulfilment of the order at the place of performance within 30 days with 3% discount or 45 days net after receipt of the invoice. Invoices submitted prematurely shall not be due. Payment shall not signify recognition of the correctness of the delivery and the waiver by HAUSER of rightful claims ensuing from the fulfilment of the contract, compensation, penalty, warranty or guarantee.

4.3. Foreign currencies shall be calculated at the time of payment by HAUSER using the official exchange rates published by the Österreichische Nationalbank.

5. Warranty, notice of defects and compensation

5.1. The supplier assumes full warranty and liability for the order-compliant and defect-free execution of the scopes of supply and services and compliance with all relevant legal regulations and technical standards for a period of 24 months from installation of the products manufactured by HAUSER using these scopes of supply and services. Similarly, the supplier shall be liable for the goods and parts and/or services provided, but not manufactured, by the supplier but by a third party. Said third party shall be deemed a vicarious agent of the supplier in the sense of section 1313a Austrian Civil Code (ABGB).

5.2. The goods/services shall be accepted by HAUSER upon inspection at the place of usage/employment. The warranty period shall not begin before this point in time. HAUSER shall strive to assert claims for identified defects within a timely manner following identification. HAUSER shall not assume any duty to give notice of defects within the meaning of sections 377 f of the Austrian Enterprise Code (UGB), the validity of which is excluded for HAUSER. In the case of defective delivery or performance by the supplier, HAUSER shall have the right, without prejudice to other legal options and even if the deficiencies are negligible and remediable, to demand a substitute delivery free of charge, remedy of defects free of charge or a reasonable price reduction, or to have the identified defects remedied at the expense of the supplier. Goods shall be returned at the expense and risk of the supplier.

5.3. If HAUSER is subject to warranty obligations or is required to pay compensation to its end customer as a result of defective deliveries or services provided by the supplier, HAUSER shall be entitled to claim compensation from the supplier, regardless of fault, to cover the expense of remedying defects incurred as a result of defective performance.

5.4. The supplier shall guarantee to HAUSER the unrestricted use of its deliveries and services. If claims are filed against HAUSER as a result of third party rights to the scope of supply, including in particular from patent, design, copyright or other intellectual property rights, the supplier shall secure HAUSER's right to use the scope of supply and shall hold HAUSER safe and harmless.

6. Insurance

6.1. For the duration of the business relationship with HAUSER and beyond, until at least three years after fulfilment of the last contract with HAUSER by the supplier, the supplier is obliged to conclude business liability insurance to cover its liability risks from the delivery of defective goods and the defective performance of services with insurance sums of at least the following amount: (1) for injury to persons and damage to property – € 5 million, (2) for financial loss – € 0.5 million, (3) for environmental damage (according to EU Environmental Liability Directive) – € 3.5 million, (4) for environmental incidents – € 1.0 million. Hauser is entitled to demand a regular adjustment of the insurance sums as a minimum on the basis of the latest consumer price index published by "Statistik Austria".

6.2. On request, the supplier shall provide HAUSER with written and dated insurance certificates confirming the conclusion and existence of liability insurance as stated in section above with the following minimum information: insurer, policyholder, term of the insurance, amount of coverage per claim and year, coverage content and coverage exclusions.

- 6.3. In the case of changes in the insurance conditions, the supplier shall immediately provide Hauser with an updated confirmation of insurance coverage.
- 6.4. If the supplier cannot demonstrate the existence of business liability insurance coverage in the sense of this section of the TCP, HAUSER is entitled to withdraw from all contracts with the supplier without adhering to a period of notice, and to demand the rescission of the contract, or itself to secure suitable insurance coverage for risks arising from the supplier's scope of delivery or service and to charge the supplier with all costs incurred for this.
- 7. Material provisions**
- 7.1. All material provided by HAUSER shall remain the property of HAUSER; the supplier shall store, mark and manage said material separately.
- 7.2. The use of material provided by HAUSER is only permissible for fulfilment of contracts with HAUSER. In the event of depreciation, damage or loss of the material in the supplier's care, the supplier shall immediately provide a replacement.
- 8. Conformity**
- 8.1. The scope of supply and services to be provided by the supplier shall comply with the standards applicable in the destination country identifiable to the supplier in which the scope of supply or services will be used. Scopes of supply and services intended for use in a member state of the European Union must comply with European standards, wherever such standards exist. If standards do not exist, the scopes of supply and services shall comply with the generally accepted state of the art in the country of destination at the time of conclusion of the contract, and in particular with the laws, regulations or directives in effect at that time.
- 8.2. In the performance of contracts with HAUSER, the supplier may only employ persons for whom an employment permit covering the work to be performed within the scope of the performance of the contract exists in accordance with the provisions of the Employment of Foreign Nationals Act. The supplier is responsible for ensuring that the persons it employs are paid at least the remuneration to which they are entitled by law, regulation or collective agreement, taking into account the classification criteria including all components, i.e., all bonuses, supplements, special payments, etc., on top of the remuneration for normal working hours and the basic overtime wage in accordance with the collective bargaining agreement.
- 8.3. If HAUSER is held liable by third parties due to culpable misconduct of the supplier, or if legal or administrative proceedings are initiated against HAUSER due to culpable misconduct of the supplier, the supplier shall hold HAUSER safe and harmless.
- 9. Changes to products under contract**
- 9.1. The supplier is not permitted to make changes to products or services under contract without the prior approval of HAUSER.
- 9.2. This specifically includes process, material or design changes, changes relating to the manufacturing processes (including the place of manufacture) and changes relating to the performance of technical or electrical work, mechanical form or fit, functionality, environmental compatibility, chemical properties, service life, operational safety, product quality or changes which have a significant impact on the contractual partner's quality assurance system.
- 10. Duty to inform**
- 10.1. The supplier must inform HAUSER in case of changes to the supplier's master data (company, address, bank details). The parties will then adapt the pertinent documents, where necessary.
- 10.2. The contractual partner undertakes to inform Hauser without delay of any significant changes in the structure of its economic owners.
- 10.3. If essential interests of HAUSER are affected by changes in the structure of the supplier's beneficial owners, for example, if the supplier is then controlled by a competitor or customer of HAUSER, HAUSER is entitled to withdraw from contracts concluded with the supplier; in this case, the supplier waives payment of remuneration or damages.
- 11. Confidentiality**
- The supplier shall treat all business secrets of HAUSER of which it gains knowledge as confidential and shall not disclose said business secrets within the term, or after termination, of the contract. Documents provided to the supplier must not be disclosed to third parties.
- 12. Applicable law; place of performance and jurisdiction**
- 12.1. Unless otherwise agreed, Austrian law applies to the exclusion of the terms of the United Nations Convention on Contracts for the International Sale of Goods.
- 12.2. The place of performance for all payments shall also be the registered office of HAUSER, including in cases where the handover is to be effected at a different location in accordance with the agreement. By way of derogation from this, the place of performance for deliveries supplied and services provided by the supplier shall be the destination (place of delivery) specified by HAUSER.
- 12.3. The place of jurisdiction shall be the registered office of Hauser. HAUSER shall also be entitled to assert claims against the supplier before the respective courts competent for the registered office of the supplier.
- 13. Severability clause**
- In the event that the provisions of these TCP or the contract are or become partly or fully ineffective, void or infeasible, the effectiveness of the remaining provisions shall remain unaffected. The same applies in the case of regulatory gaps (contractual lacuna). The ineffective, void or infeasible provision or the regulatory gap shall be replaced/filled with such reasonable provision as comes closest to the intention of the contracting parties or is deemed to have been intended given the purpose of the contract, had the Parties adequately considered the matter at the time of entering into this contract or when making amendments to it at a later time. The same applies if the ineffectiveness, voidness or infeasibility of a provision is caused by a contractually specified performance or time (deadline or date); in these cases, such performance or time as comes closest to the intentions shall be deemed as agreed between the parties.