

General Terms and Conditions of Purchase

1. GENERAL

These General Terms and Conditions of Purchase (hereinafter referred to as 'GPC') in the version valid at the time the contract is concluded shall form an integral part of all contracts between suppliers of goods and services (hereinafter referred to as 'Contractor') and SPIEGLTEC GmbH - engineering services and its affiliated companies based in Germany (hereinafter referred to as 'Client').

1.1. **4.1.** The content of the contract is primarily determined by the detailed provisions negotiated between the contracting parties, which are set out in the purchase order, the Client's documents, drawings and specifications. Unless expressly agreed otherwise prior to conclusion of the contract, these GPC shall be an integral part of the contractual agreement.

1.2. **4.1.** The content of the contract is primarily determined by the detailed provisions negotiated between the contracting parties, which are set out in the purchase order, the Client's documents, drawings and specifications. Unless expressly agreed otherwise prior to conclusion of the contract, these GPC shall be an integral part of the contractual agreement.

2. CONCLUSION OF CONTRACT

2.1. The deliveries & services offered by the Contractor must include all required materials, ancillary work, equipment and all other services necessary for the complete fulfilment of the contract, even if these are not expressly stated in the contract. By submitting an offer, the Contractor declares that all prerequisites for the fulfilment of its delivery/service have been met. Offers, cost estimates, plans, test certificates for technical equipment and the like shall always be prepared by the Contractor free of charge, irrespective of the preparatory effort involved.

2.2. Only written orders, quotations and order confirmations shall be binding. This shall also apply to additional and follow-up orders as well as to amendments to orders and contracts already placed. Verbal agreements require written confirmation.

2.3. The Contractor's General Terms and Conditions shall only apply if the Client expressly agrees to them in writing. The mere reference to a letter from the Contractor containing or referring to its General Terms and Conditions shall not constitute the Client's consent to the validity of those General Terms and Conditions.

2.4. The contract shall be deemed concluded if the Client confirms the Contractor's offer by means of a written order and the Contractor has not objected to the order in writing within 10 working days from the date of the order, stating the specific points of objection. An order confirmation from the Contractor with reference to its General Terms and Conditions of Business does not fulfil the aforementioned objection requirements.

3.1. These GPC shall be deemed to have been confirmed by the Contractor at the latest upon commencement of the provision of services by the Contractor.

3. CHANGES TO SERVICES

The Client shall be entitled to request changes to deliveries and services in writing. The Contractor is obliged to inform the Client in writing within 5 working days with an updated offer outlining the effects of the changes on schedules and remuneration.

If the Contractor carries out changes or additional deliveries and services without a written remuneration agreement having been concluded with the Client, there shall be no entitlement to remuneration for these deliveries or services.

4. PRINCIPLES OF COOPERATION

The Contractor's general obligations include the following:

- a) All deliveries and services are provided in accordance with the contract, in full and on the agreed dates. As soon as it becomes apparent to the Contractor that compliance with the agreed deadlines - even if it is only an interim deadline - is jeopardized, the Contractor shall immediately inform the Client thereof in writing.
- b) All applicable statutory provisions, including any laws and regulations relating to bribery and corruption as well as any official regulations, in particular the applicable industry standards, as well as safety and accident prevention regulations, are complied with. The Contractor must obtain the authorizations required for the delivery or provision of the services on its own responsibility and at its own expense.
- c) The Contractor shall not promise, offer, make or effect any payments, nor accept or arrange for any payments to be made which could be regarded as bribery.
- d) All services shall be exclusively performed by trained and sufficiently qualified specialized personnel.
- e) The statutory obligations to pay taxes, contributions to all social insurance schemes and comparable institutions are duly complied with. In particular, the Contractor undertakes to ensure that all statutory and official provisions governing the deployment of labor are complied with.
- f) The contractor undertakes to ensure compliance with internationally recognized human rights and good working conditions, including health protection, occupational safety, anti-discrimination, and protection against harassment. In addition, the contractor undertakes to actively consider and continuously improve environmental aspects such as energy efficiency, reduction of greenhouse gas emissions, waste management, and protection of biodiversity. These obligations apply in addition to the legal requirements and the client's sustainability principles.

5. CANCELLATION & WITHDRAWAL

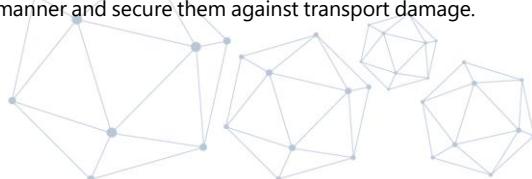
Cancellation of the contract by the contracting parties is only permissible for good cause.

6. ORIGIN OF GOODS & SERVICES

The Contractor must provide evidence of the origin of the goods and services. This may include certificates, certificates of origin, or other documents confirming the origin, compliance with legal regulations and fulfilment of quality standards.

7. DELIVERY

Delivery shall be at the expense and risk of the Contractor. The Contractor must take out adequate transport insurance at its own expense and must pay any customs duties. In addition, the Contractor must pack the goods at its own expense in an adequate and customary manner and secure them against transport damage.



The goods to be shipped must be clearly and adequately labeled. At the Client's request, the Contractor is obliged to take back the packaging free of charge and to dispose of it properly at its own expense. Additional costs incurred due to improper packaging or non-compliance with instructions regarding the required packaging shall be borne by the Contractor.

Deliveries shall be deemed to have been fulfilled when the named goods are lawfully transferred to the possession of the Client at the agreed place and time of delivery and with all agreed or usually required documents (including invoices^{8.3.}, certificates of origin, transport documents, certificates of analysis, CE markings). Only at this point in time shall the risk be transferred to the Client.

7.2. Furthermore, any documents that are required in accordance with applicable Good Manufacturing Practice (GMP) and Good Distribution Practice (GDP) regulations must be supplied.^{8.4.}

The delivery times and delivery dates stated in the order are fixed and are calculated from the date of the order. If the delivery and/or service cannot be provided or is not expected to be provided within the agreed period or on the agreed date, the Contractor shall notify the Client immediately in writing, stating the reasons and the expected duration of the delay. The Contractor shall immediately take those acceleration measures that are necessary to prevent or reduce a delay. If no timely notification is given or if it is not possible for the Contractor to take acceleration measures, the Client shall be entitled to:

- adhere to the delayed fulfilment of the order, setting a reasonable grace period, and make an appropriate reduction in the order price;
- commission a third party with the provision of the Contractor's goods and services in whole or in part and to amend the contractual relationship with the Contractor to the corresponding extent. Any additional costs for the commissioning of a third party shall be borne by the Contractor if these have been caused by^{10.} the Contractor.
- withdraw from the delayed order in whole or in part without setting a grace period and refuse to accept the goods if it becomes clear that the Contractor is not in a position to fulfil the order in the agreed manner due to obvious inability, unreliability or incapacity;^{10.2.}

7.4.

8.1. During the installation work, the Contractor shall comply with the specific safety regulations in force at the place of performance of the contract and the applicable legal provisions.

10.3.

8. DISPATCH

The Contractor shall notify the Client about all upcoming deliveries and services in good time, at least 3 working days before dispatch, by means of a (dispatch) notice detailing the type, quantity and, if applicable, the (net) weight. The Contractor must state the respective order number and, if applicable, the material or article number of the Client in all shipping and order documents and in the associated correspondence, in particular in dispatch notes, consignment notes and invoices.

All goods shall be transported and delivered packaged if their nature requires packaging during transport. The packaging must comply with all statutory and contractually agreed product, packaging and transport regulations. In particular it must be safe for transportation and appropriate for the respective mode of

transport. Packaging materials shall become the property of the Client.

If a shipment arrives at its destination in damaged packaging, the Client shall be entitled to reject the delivery in its entirety without checking the contents. The costs of any return shipment shall be borne by the Contractor. The same shall apply if a delivery is handed over in damaged packaging to the Client or the transport company specified by the Client, if such a type of delivery has been contractually agreed.

The Contractor shall either take back used packaging material upon request and at the discretion of the Client or bear the costs of the disposal of packaging material by the Client against proof and in an appropriate amount.

If the Contractor's deliveries or services generate waste within the definition of waste legislation, the Contractor shall recycle or dispose of the waste at its own expense in accordance with the provisions of waste legislation. Ownership, risk and responsibility under waste law shall pass to the Contractor at the time the waste is generated.

9. DOCUMENTATION

The Contractor undertakes to provide documentation to the extent specified in the order. If no individual details are available, the documentation must correspond to the specific business case in terms of scope, quality and time. Unless otherwise agreed, the documentation shall be prepared in German and submitted in electronic and written form. The documentation must state the complete and correct order and contract items as well as the description of the goods for the clear allocation of the respective customs tariff. Unless otherwise agreed, the documentation must be delivered DDP (Delivered Duty Paid) in accordance with INCOTERMS 2020. The documentation must be transmitted taking into account the required security.

10. CHARGES & INVOICING

The price stated in the order is binding and, unless otherwise agreed, includes all agreed and usually assumed goods, services and ancillary services of the Contractor (e.g. assembly, installation and maintenance), as well as all ancillary costs such as shipping costs, proper packaging and transport, customs, tariffs, expenses and charges to the place of delivery specified in the order.

Unless expressly agreed otherwise, the purchase price for the ordered goods and services is due within 60 days of receipt of the goods or acceptance of the service. The period for payment of the invoice shall commence as soon as the delivery and/or service has been fully accepted (written confirmation) and the properly issued invoice has been received.

Insofar as the Contractor has to provide material tests, test reports, quality documents or other documents, the completeness of the delivery and/or service also presupposes the receipt of these documents. Payment or partial payment does not constitute recognition of the correctness of the delivery and service, nor does it constitute a waiver of the Client's right to demand fulfilment, warranty, guarantee services, damages and contractual penalties.

Any assignment by the Contractor of the purchase price claim requires the prior written consent of the Client.



Offsetting any Contractor's claims against counterclaims the Client has against the Contractor is not permitted without written agreement.

Unless otherwise specified, invoices must be sent to rechnung@spiegltec.com in electronic form in PDF or e-invoice format. Invoices must contain all legally required information (VAT number, reference to tax exemption, movement of goods, BIC/SWIFT, IBAN, etc.) in order to facilitate input tax deduction and to comply with accounting, tax and customs regulations. In addition to the legally required components, the Client's order number ^{13.5} must be noted on all invoices. Delivery notes and proof of performance for the invoiced goods and services must be enclosed without request.

Partial deliveries/services may only be made by the Contractor with the express consent of the Client. ^{13.3.}

11. PROPERTY

10.7. All rights to and in connection with documents, plans, materials and information, including designs, copyrights, patents, etc., provided by the Client to the Contractor, as well as the right to apply for corresponding industrial property rights thereto or to specific work results that have arisen in the course of ^{13.4.} the provision of services, are and remain the exclusive property of the Client.

11.2. Materials, goods and licenses provided by the Client for the performance of the contract shall remain the property of the Client; they shall be marked as such by the Contractor ^{14.1} and stored separately.

11.3. If the materials, goods and licenses are used, treated or processed, the new and reworked products – even in a semi-finished state – shall be deemed to have been transferred to the Client immediately. The Contractor shall ensure proper handling, storage and security. From the time they are handed over, the Contractor shall bear the risk of their accidental disappearance or loss and shall be responsible for all damage caused by improper or negligent handling.

12.1. The transfer of ownership of the goods to the Client shall be unconditional and without regard to the payment of the price. In particular, all forms of simple, extended or prolonged retention of title are excluded. A reservation of title effectively declared by the Contractor shall only apply until the goods or services delivered to the Client have been paid for and only for these. ^{14.3.}

12. SPARE PARTS

13.1. The Contractor must maintain a reasonable supply of spare and wear parts, consumables and other recurring ^{14.4} required items in connection with the goods supplied (collectively: spare parts) for the normal technical use period of the goods supplied, but for at least 10 years after the last delivery. These parts must be offered to the Client on reasonable terms. If the Contractor discontinues delivery of the goods during the aforementioned period or discontinues delivery of the spare parts after expiry of this period, the Client must be informed of this with a reasonable lead time. In this case, the Client shall have the right to place a final order for the goods and/or spare parts to a reasonable extent, which the Contractor shall fulfil.

13. USE OF SUBCONTRACTORS

The Contractor shall fulfil its contractual obligations itself. The Contractor shall only be permitted to engage subcontractors,

sub-subcontractors or other third parties (collectively: subcontractors) with the prior written consent of the Client.

By entering into the contract, the Contractor guarantees that it has an appropriate due diligence process in place to evaluate potential subcontractors, and that this due diligence process has been applied to the subcontractor for which consent is required and has not produced any negative results.

Even in the event that the Client has consented to the involvement of a subcontractor, the Contractor shall impose on the subcontractor all obligations incumbent on the Contractor vis-à-vis the Client, insofar as this is necessary for the contractual fulfilment of the Contractor's contractual obligations. The Contractor shall also ensure that subcontractors comply with all applicable statutory provisions, in particular labor and social security regulations. The Contractor shall in any case remain responsible and liable for the actions and omissions of the subcontractor as for its own actions and omissions.

The Contractor shall be fully liable for the deliveries and services of its subcontractors and shall indemnify and hold the Client harmless in this respect.

14. WARRANTY

Unless otherwise agreed in the order, the warranty period shall be 36 months. In the case of goods, the period shall commence upon delivery to the Client. In the case of system components and other services, the period begins upon signing of the final acceptance report.

The Contractor warrants and guarantees (abstract warranty pursuant to § 880a, clause 2, ABGB) that all delivered goods

- have been manufactured in accordance with all applicable regulations (including GMP or GDP, if applicable), statutory provisions and requirements of the authorities, trade associations and standards of the Client;
- correspond to the state of the art;
- are free from defects;
- comply with all specifications and all standards expressly agreed in offers, invoices or individual agreements with the Client or – if not agreed – with the usual and customary market standards;
- with regard to the manufacture, import, storage, sale or use of the delivered goods, do not infringe any rights of third parties, in particular industrial property rights such as trademark, design and patent rights or other intellectual property rights.

During the warranty period, the Client may claim a non-interest-bearing warranty retention of 10% of the order value, which may be redeemed upon presentation of an abstract and irrevocable bank guarantee.

If the delivered goods are defective, the Contractor shall, at the Client's discretion, replace the defective goods, repair them and restore them to the defect-free, agreed condition as quickly as technically possible but no later than 10 working days after notification of the defectiveness, or immediately refund all payments made for the delivery of these goods, without deduction. The Client is authorized to entirely or partly change the order immediately. In urgent cases, the Client reserves the right to improve the affected goods itself, to have them improved by third parties, or to have



replacement goods delivered by third parties at the Contractor's expense (replacement performance).

Obviously recognizable defects in the delivered goods must be reported by the Client within 60 calendar days of receipt of the goods, hidden defects within 60 calendar days of their discovery. Payment by the Client does not imply unconditional acceptance of the goods. The Client shall not be obliged to inspect the goods for obvious defects, shortages or transport damage etc. after receipt. ^{18.3.} \$377 UGB is excluded.

14.5. The Contractor shall fully indemnify and hold the Client harmless for all damages in connection with defective goods, defective labelling or late delivery (including the accompanying documentation and the costs of returning the goods) and shall assume full liability to this extent.

14.6. 15. LIABILITY 18.4.

The Contractor's liability shall be governed by the statutory provisions.

The Client shall be liable without limitation

- 15.1. ○ for damage caused intentionally or by gross negligence,
- 15.2. ○ for the breach of material contractual obligations, i.e. those obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the Contractor regularly relies and may rely (cardinal obligations), ^{20.1.}
- for fraudulently concealed defects,
- for damages resulting from injury to life, limb or health,
- for claims under the Product Liability Act, and
- in the event of the express assumption of a guarantee of quality by the Client. ^{20.2.}

15.3. Any further liability on the part of the Client is excluded.

16.1. 16. INSURANCE

Unless special agreements have been made, the Contractor shall be obliged to take out, maintain and provide evidence of sufficient liability or product liability insurance in relation to the order at its own expense and covering the contractually assumed liabilities. ^{21.2.}

17.1. Upon request, the Contractor shall provide the Client with evidence of the insurance cover to be maintained by it.

17. CONFIDENTIALITY

^{22.1.}

The Contractor is obliged to treat all information received from the Client, through third parties, or otherwise in connection with the order as strictly confidential. If the disclosure of information to third parties is necessary for the fulfilment of the order, 18.1. the Contractor shall pass on the confidentiality obligations to the third party. ^{23.1.}

18. DATA PROTECTION

^{23.2.}

The Contractor shall ensure that all persons it entrusts with the processing or fulfilment of the contract observe and comply with applicable data protection laws.

The Contractor may only deploy personnel for providing its services who have been obliged in writing to maintain data secrecy. The Contractor shall provide evidence of this upon the Client's request.

The Contractor shall inform the Client of all facts that the Client needs to be aware of for reasons of data protection and confidentiality. In particular, the Contractor will immediately notify the Client in writing of any breach of data security and data protection. The Contractor will also inform the Client immediately of any request from a data subject to obtain information about, correct or delete their personal data. If the Contractor is obliged to disclose personal data by order of a competent authority or a court, it will, if permitted, notify the Client in writing of such disclosure instructions as quickly as possible.

The Client may terminate the contract in whole or in part for good cause and with immediate effect if the Contractor culpably violates its data protection obligations and does not comply with them within a reasonable period set by the Client, or if the Contractor intentionally or grossly negligently violates any data protection obligations.

19. SAFETY GUIDELINES

The Contractor will comply with the applicable house rules and the relevant safety regulations on the Client's premises and the premises of the Client's customers, and follow the respective instructions by authorized personnel.

20. QUALITY MANAGEMENT

The Contractor grants the Client the right to inspect its activities related to the performance of the order at any time. For this purpose, the Contractor shall give the Client access to the relevant work rooms and documents at the Contractor's premises. Furthermore, the Client must be kept up to date on the actual progress.

When carrying out its deliveries and services, the Contractor and its subcontractors undertake to independently adhere to the principles of quality assurance and the requirements defined in the quality agreement in accordance with the relevant standards and guidelines in their current version.

21. FORCE MAJEURE

In the event of force majeure, the Client is released from the obligation to accept deliveries or services for the duration of the disruption and is also entitled to withdraw from the contract without the Contractor incurring any claims against the Client.

Cases of force majeure that prevent the Contractor from complying with its obligations require immediate written notification to the Client and confirmation by the responsible chamber of commerce. For the duration of such events, the contractual obligations are considered suspended.

22. ADVERTISING & PRESS

The Contractor is only entitled to make its business relationship with the Client and its content public with the prior written consent of the Client. This includes advertising and marketing of any kind, press releases and other public relations measures by the Contractor.

23. LEGAL FRAMEWORK CONDITIONS

The place of performance for all services provided under these GPC is the defined location of project implementation.

Only German law applies to contracts between the Client and the Contractor. The application of international private law is



expressly excluded. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

For all disputes arising from this contract, the jurisdiction of the relevant court at the registered office of the Client's company is agreed.

24. FINAL PROVISIONS

If individual provisions of these GPC are invalid, this will not affect the effectiveness of the remaining provisions. The invalid **23.3.** provision will be replaced by one that comes closest to it in terms of meaning and purpose.

The German version of these GPC takes precedence over **24.1.** any foreign language version. The versions not in German are merely a non-binding translation.

References to the applicability of legal provisions in these **24.2.** GPC are for clarification purposes only. Even without such clarification, the legal provisions apply unless they are directly amended or expressly excluded in these GPC. **24.3.**

Where terms referring to a natural person are only given in the male form, they equally refer to female, diverse and male persons. When applying the term to specific natural persons, the gender-specific form shall be used. **24.4.**

These GPC are valid for the following companies of the Client: **24.5.**

- SPIEGLTEC GmbH – consulting engineers Deutschland (HRB 251985, Amtsgericht München)
- Unison Engineering & Consultants GmbH (HRB 55087 B, Amtsgericht Charlottenburg (Berlin))

