

1. Scope

1.1. These General Terms and Conditions of Purchase apply to all orders (deliveries and/or services) placed by **Sprecher Automation GmbH and its affiliated companies** pursuant to section 189 a (8) of the Austrian Commercial Code (UGB) ("Sprecher Automation"), unless these affiliated companies refer to their own general terms and conditions of purchase.

1.2. The business relationship between Sprecher Automation and the supplier shall be governed exclusively by these General Terms and Conditions of Purchase in the version valid at the time of the order. Any terms and conditions of the supplier in offers or order confirmations shall only become part of the contract if they are expressly stated in the order placed by Sprecher Automation or have been explicitly confirmed in writing by Sprecher Automation. This also applies to special agreements (e.g. individual agreements, product terms and conditions, terms and conditions of third parties, etc.).

1.3. In the event of contradictions in the contractual basis, the following order shall apply: (i) the order placed by Sprecher Automation; (ii) special agreements confirmed in writing by Sprecher Automation; (iii) these General Terms and Conditions of Purchase; (iv) the dispositive provisions of corporate and civil law.

2. Offer, Order, Order Confirmation, Subcontracting

2.1. Offer: All offers and cost estimates made by the supplier are binding for the supplier and non-binding and free of charge for Sprecher Automation, unless otherwise agreed. Offers must correspond in particular to the quantity and nature of the enquiry.

2.2. Order: Only written and/or electronic orders, call-offs, changes, additions, etc. issued by the purchasing department are valid. If an order from Sprecher Automation refers to a specific offer from the supplier, the receipt of the order by the supplier shall constitute the conclusion of the contract. Agreements made verbally, by telephone, by email or by fax with other employees of Sprecher Automation are only valid if they have been confirmed in writing by the purchasing department of Sprecher Automation. The supplier may only invoke changes, amendments, etc. if they have been issued or confirmed in writing by the purchasing department of Sprecher Automation.

2.3. Order confirmation: Each order must be confirmed in writing by the supplier without delay (in particular with price and delivery time details). Until actual receipt of an order confirmation, Sprecher Automation is entitled to withdraw the order completely free of charge without giving reasons and to cancel any contract that may already have been concluded. If an order from Sprecher Automation does not refer to a specific offer from the supplier, receipt of the order confirmation by Sprecher Automation shall constitute the conclusion of the contract, provided that it is completely identical to the order.

2.4. If the order confirmation deviates from the order, the supplier must clearly indicate this and point out the deviations. Sprecher Automation is only bound by a deviation (change, additions, etc.) if this is confirmed in writing by the purchasing department of Sprecher Automation. In this case, only the written confirmation from Sprecher Automation constitutes the conclusion of the contract.

2.5. The transfer, subcontracting, assignment or cession etc. of orders or parts thereof by the supplier requires the prior written consent of Sprecher Automation. The involvement of vicarious agents already named in the offer or order process (in any case before the conclusion of the contract) is permitted.

3. Place of Performance, Delivery, Delivery Dates, Delay in Delivery

3.1. The place of performance shall be the agreed destination.

3.2. Unless otherwise agreed, deliveries and/or services shall be provided DDP (named place of destination; if no place of destination has been agreed, at the headquarters of Sprecher Automation, Franckstraße 51, 4020 Linz, Austria) in accordance with Incoterms® 2020 ICC, within the acceptance times specified in the order or otherwise notified.

3.3. Partial deliveries are only permitted with the prior written consent of the purchasing department of Sprecher Automation.

3.4. In the event of early delivery without consultation, Sprecher Automation reserves the right to charge the supplier for any additional costs incurred (e.g. storage or insurance costs). Sprecher Automation shall only be liable as a custodian until the agreed delivery date. In the event of early delivery, the payment period shall not commence before the agreed dates.

3.5. The decisive factor for compliance with the deadlines is the timely arrival of the deliveries and/or services at the destination specified by Sprecher Automation or, if agreed, successful acceptance. The mere hand-over of deliveries and/or services does not constitute acceptance (see point 11.1.).

3.6. The supplier may only invoke the absence of necessary documents or provisions to be supplied by Sprecher Automation or a lack of cooperation if it has given timely written notice of this. In the event that, despite a written reminder from the supplier, a delay in delivery is exclusively attributable to missing documents, provisions or lack of cooperation on the part of Sprecher Automation, the delivery dates shall be postponed by no more than the period for which Sprecher Automation is responsible. The supplier may only claim additional costs in this regard if the deadline is postponed by more than three months.

3.7. In the event of delay or imminent delay, the supplier is obliged to notify Sprecher Automation immediately in writing and to inform of the expected duration of the delay. This also applies in cases of force majeure. In the event of delay, Sprecher Automation shall be entitled, regardless of any fault on the part of the supplier and regardless of proof of actual damage incurred, to demand a contractual penalty (penalty clause) from the supplier in the amount of 0.5% of the total order value per calendar day or part thereof, but not exceeding a total of 10% of the total order value. Sprecher Automation is entitled to deduct the contractual penalty from the invoice amount without separate agreement or notification. Sprecher Automation reserves the right to claim damages in excess of the contractual penalty.

3.8. In any case, Sprecher Automation shall be free to withdraw from the contract in the event of default by the supplier, setting a reasonable period of time. Such withdrawal shall not entitle the supplier to any claims whatsoever against Sprecher Automation. If Sprecher Automation places a replacement order with an alternative supplier (third party), the supplier shall bear the resulting additional costs. The acceptance of delayed deliveries and/or services is always subject to the assertion of all claims arising from the delay.

4. Prices and Services on Hourly Basis

4.1. Unless otherwise agreed, the agreed prices are fixed lump sums, excluding statutory value added tax, including appropriate packaging, transport costs or shipping costs and insurance, DDP in accordance with Incoterms® 2020 ICC, including any costs (e.g. transport permits, customs duties, costs due to the Carbon Border Adjustment Mechanism (CBAM), costs for the return and disposal of packaging material, etc.) and the additional deliveries and/or services that are customary or usually required for the fulfilment of the deliveries and/or services, even if these are not listed separately.

4.2. Services that are invoiced on the basis of hourly rates require the prior written approval of Sprecher Automation.

5. Invoicing, Payment, Prohibition of Assignment and Offsetting

5.1. Invoices must comply with the statutory provisions, in particular the Value Added Tax Act and any separately agreed provisions. Invoices must be sent in PDF format to invoice-at@sprecher-automation.com, unless a different invoice address is specified in the order. Invoices must always include the order number, date and item number. Invoices for (contract) services must be accompanied by work and time records approved by Sprecher Automation. The supplier is liable for any additional or consequential costs resulting from incorrect or incomplete invoicing. Sprecher Automation reserves the right to return invoices that do not comply with the statutory or agreed requirements; in this case, the invoice shall be deemed not to have been issued.

5.2. If and to the extent that mandatory statutory regulations governing invoicing deviate from the invoicing requirements set out in section 5.1., the supplier must comply with the mandatory statutory regulations. In all other cases, the provisions stated in section 5.1. remain unaffected and apply.

5.3. The payment periods shall commence at the earliest on the day on which the deliveries and/or services have been accepted and the duly issued invoice has been received accordingly.

5.4. In the event of non-contractual performance or until obvious defects have been properly remedied, Sprecher Automation shall be entitled to withhold payment in whole or in part or to offset it against other claims of the supplier.

5.5. Unless otherwise agreed, payment shall be made at Sprecher Automation's choice within 30 days less a 3% cash discount or within 90 days net. The discount period begins after receipt of goods. Sprecher Automation reserves the right to make payment by bill of exchange. Payment shall be deemed to have been made on time if the payment is sent or a corresponding instruction is given to the transferring credit institution within the payment period. If Sprecher Automation already has the supplier's bank details stored in its system and a change of bank details has not been notified in writing in good time before invoicing, Sprecher Automation may make payment to the bank details known to it or stored in its system with discharging effect.

5.6. Payment does not constitute any acknowledgement of the correctness of the delivery and/or service and does not constitute a waiver of any claims whatsoever. Payment does not release the supplier from its warranty obligation.

5.7. Due to the automated payment run at Sprecher Automation, payments are always made on Monday (for cash discount and net payments) and Thursday (for cash discount payments) of a calendar week, provided that these days are not public holidays or long weekends or Sprecher Automation is closed for company holidays. The supplier therefore agrees to an extension until the next possible payment run by Sprecher Automation after the calculated end of the payment and discount period, without Sprecher Automation being in default of payment during this period.

5.8. The supplier is prohibited from assigning claims against Sprecher Automation to third parties, pledging them or making them the subject of legal transactions. The supplier is not entitled to offset claims, unless the supplier's claims have been legally established, are undisputed or have been recognised by Sprecher Automation.

6. Documentation

6.1. The deliveries and/or services must include the documentation necessary or useful for their use, such as operating instructions, manuals, drawings, calculations, configurations, etc., preferably in German, alternatively in English, but in any case in easily understandable language, in machine-readable form and in sufficient quantity. Sprecher Automation is entitled to copy and pass on the documentation and, if necessary, to combine it into a comprehensive documentation.

7. Hardware, Software, Open Source

7.1. Unless otherwise agreed in writing, hardware and software constitute a single unit. If the goods are goods with digital elements or digital services within the meaning of the Consumer Warranty Act (VGG), the supplier must provide updates in accordance with Section 7 (1) VGG and, if necessary, install them. The update must be provided in such way that the end user of the goods has direct access to the updated goods.

7.2. The supplier shall install the software on the hardware. Software developed individually for Sprecher Automation shall be accepted by means of a written acceptance report if it complies with the agreed specifications. If no written acceptance is carried out, the software shall be deemed to have been accepted if it has run satisfactorily or without error messages for the duration of the agreed trial operation, but for at least four weeks. The aforementioned period shall

commence upon use in ongoing operations by Sprecher Automation or, in the event of transfer, by the customer of Sprecher Automation.

7.3. After installation and before acceptance, the supplier shall provide Sprecher Automation with a data carrier containing the source and/or machine code and the relevant documentation, such as detailed written user documentation, test procedures, test programmes, maintenance descriptions, etc. Within the warranty period, Sprecher Automation shall be provided with all subsequent program versions containing error corrections (updates, bug fixes, etc.) free of charge.

7.4. The supplier is obliged to provide detailed information in the offer as to whether and which open source software is included in its deliveries and/or services. The supplier must comply with all obligations of the applicable open source licences and disclose all information necessary for compliance with these obligations to Sprecher Automation. The source code of the open source software used and a list of all open source components contained therein, as well as their versions, all applicable licence texts and copyright notices, must be provided by the supplier in good time, but no later than upon confirmation of the order.

7.5. In the event that a "copyleft" clause is included in the applicable licences, the supplier must explicitly indicate this in the offer and explain whether and, if so, how this clause may affect the intended use of the delivery and/or service. If this notice is omitted and the intended use of the software is not possible or only possible to a limited extent due to a "copyleft" clause, Sprecher Automation shall be entitled to terminate the contract at the supplier's expense.

8. Provisions

8.1. All information, drawings, technical documentation, materials, (semi-finished) products, aids (e.g. tools, production aids, measuring equipment, etc.) etc. provided by Sprecher Automation or other (sub)suppliers of Sprecher Automation (provisions, instructions) may only be used for their intended purposes. Any other use, in particular for the supply of deliveries and/or services to third parties, is prohibited. The supplier must check the provisions and/or instructions for functionality and suitability immediately upon receipt and in any case before commencing the provision of services. The supplier cannot derive any rights from subsequent complaints.

8.2. The supplier shall clearly mark the materials provided as the property of Sprecher Automation in a suitable manner, store them separately from other goods in a suitable environment (e.g. climatic conditions, protection against mechanical, chemical or biological damage) free of charge, and secure them against unauthorised access or use, and, if necessary, repair or renew them after consultation with Sprecher Automation. The supplier shall protect the materials provided at its own expense against the usual risks, but at least against theft, damage and loss by means of appropriate insurance. The supplier shall maintain the insurance for the entire duration and shall provide Sprecher Automation with a corresponding insurance confirmation upon first request. The supplier shall inform Sprecher Automation immediately in writing of any loss or damage. Subject to further rights, Sprecher Automation may also demand the return of the materials at any time, in particular if the supplier breaches a contractual obligation or if there are production or delivery difficulties. The supplier shall have no right of retention over the materials provided, unless the supplier's counterclaims have been legally established, are undisputed or have been recognised by Sprecher Automation.

8.3. If the materials provided have not been used as specified in the order or if, for whatever reason, delivery and/or performance does not take place, the materials provided and results or parts thereof (including copies thereof) shall be returned to Sprecher Automation in appropriate packaging at the supplier's expense and risk without being requested to do so.

8.4. In the event of depreciation, loss, misuse, infringement of property rights or improper handling, the supplier shall indemnify and hold Sprecher Automation harmless.

8.5. Within the scope of contract fulfilment, the supplier is only entitled to transfer the supplies to third parties (e.g. subcontractors) under the conditions specified in section 2.5. In such cases, the duty of care and

liability for the supplies shall remain with or additionally be transferred to the supplier.

8.6. The supplies may only be used within the European Union (EU) or the European Economic Area (EEA) in compliance with the above provisions. Export from the European Customs Union is prohibited.

8.7. Materials provided remain the property of Sprecher Automation even after they have been handed over to the supplier. Without the prior written consent of Sprecher Automation, the supplier is not entitled to dispose of the materials provided in a legal or factual sense, i.e. to pledge them, transfer them as security or make them available to third parties for use or shared use. In the event of sovereign dispositions, seizures and other coercive measures, the supplier must immediately point out the ownership structure and notify Sprecher Automation without delay. The same applies if such actions are imminent.

9. Suspension, Changes, Cancellation

9.1. Sprecher Automation is entitled to demand an interruption or changes to deliveries and/or services at any time. The supplier is only entitled to claims for remuneration in the event of significant changes or if the interruption lasts longer than three months, provided that he presents the costs resulting from the delay in a comprehensible manner in writing. After declaring a change or interruption, the supplier is obliged to take precautions to minimise costs. The supplier is only entitled to charge for deliveries and/or services demonstrably provided up to the date of the change, but not for lost profits. Any achievable or achieved benefits shall be deducted. The supplier may not assert any claims for costs incurred during the first three months of the interruption.

9.2. Changes must be recorded in writing in a negotiated change agreement. If no agreement is reached within 15 days of the change request, Sprecher Automation is entitled to determine the changes unilaterally. In the event of a unilateral determination of the change by Sprecher Automation, the supplier is obliged to implement these changes immediately, even if the effects of the changes on costs, schedule, etc. have not yet been mutually agreed.

9.3. Sprecher Automation is entitled to cancel all or part of the ordered deliveries and/or services at any time or to withdraw from the contract without giving reasons. In this case, the supplier is entitled to remuneration for all work performed, delivered and accepted in accordance with the contract up to the time of cancellation or termination, as well as for proven direct costs incurred by the supplier for work not yet delivered and/or performed. No further claims shall be made. In the event of cancellation or termination, the supplier shall hand over all results and documentation produced up to that point in full to Sprecher Automation.

10. Self-Disclosure, Packaging, Shipping, Delivery Note

10.1. The supplier has an adequate system for tracing and clearly identifying its deliveries and/or services. This system must make it possible to trace the history of deliveries and/or services, clearly identify the economic operators responsible and locate them if necessary.

10.2. The supplier is obliged to provide detailed information in the quotation (e.g. by means of self-disclosure) about all hazardous substances contained in the components and materials supplied, in accordance with the applicable statutory provisions (in particular WEEE, REACH, RoHS, WFD, etc.), including information on treatment and recycling classifications and the location of the hazardous substances and preparations. The information on hazardous substances in the delivered components and materials must also include regulations on the necessary personal protective equipment for the respective delivery and/or service. The supplier must specify the necessary precautions with regard to the environment, health, safety and hygiene, as well as the measures to be taken in the event of accidents, fires and other disasters, in this information. The supplier is advised of its obligations under REACH (art. 33) and the SCIP reporting obligations under the WFD. If the goods supplied contain SVHC substances (REACH), the SCIP number must be provided for each item in all cases. The offer must contain all necessary information on export licensing regulations, in particular the Export Control Classification Number (ECCN), EAR 99, NLR, export list number in accordance with the Dual-Use Goods

Regulation or national law (AL-No, HS code), information on preferential eligibility (movement certificate, declaration of origin, country of origin, preferential country of origin), the data required for acquisition statistics (Intrastat) and the net weight and non-preferential country of origin, including customs tariff number (CN code) for each item on the delivery note. In the case of deliveries from third countries, all information necessary to comply with CBAM regulations must be provided to Sprecher Automation by the supplier without request. The supplier is liable for any disadvantages arising from inadequate information.

10.3. The supplier shall take appropriate measures to prevent the use of so-called conflict minerals and to ensure transparency regarding the origin of the relevant raw materials. The supplier undertakes to provide the necessary information in accordance with RMI (CMRT, EMRT). Reference is made to Sprecher Automation's procurement policy on conflict minerals (<https://www.sprecher-automation.com/en/company/certifications-standards/conflict-minerals-metals-and-cobalt>).

10.4. The supplier is liable for proper, environmentally friendly packaging that complies with technical regulations, as well as for any disadvantages, in particular damage, resulting from defective packaging. When delivering hazardous materials, the statutory regulations and requirements regarding the type and labelling of packaging and the means of transport must be observed. The packaging material (including transport packaging) must be reduced to the absolute minimum necessary. Superfluous packaging, empty spaces and cavities in packaging, as well as waste-intensive packaging, must be avoided. Disposable plastic packaging may only be used if technically necessary. Plastic packaging materials must, if possible, at least be suitable for composting in accordance with EN 13432. Sprecher Automation reserves the right to specify a particular packaging concept, in particular sustainable, environmentally friendly and/or resource-saving concepts or reusable packaging.

10.5. The supplier must provide any warning notices, storage and/or operating instructions with the delivery without being asked to do so. Where possible and reasonable, these must be attached to the delivery itself. The ISO 780 standard is agreed for the labelling of the handling and storage of transport packaging. The supplier is liable for any damage resulting from ignorance of these regulations.

10.6. Direct deliveries to customers must be made in neutral packaging and with neutral shipping documents in the name of Sprecher Automation. Sprecher Automation shall receive a copy of the shipping documents.

10.7. On the day of dispatch, the delivery note with the order number and item numbers must be sent to Sprecher Automation. Sprecher Automation reserves the right to treat deliveries without a corresponding delivery note, in particular if no allocation is possible, as premature deliveries (see point 3.4. above).

10.8. All shipments must be accompanied by a delivery note, in duplicate and separated by order number and item numbers.

11. Acceptance and Rejection of Deliveries and Services

11.1. The mere acceptance of deliveries and/or services does not constitute acceptance, unless such acceptance has been agreed or results from the nature of the deliveries and/or services. Even a confirmation of receipt of the delivery and/or services does not constitute a declaration of final acceptance. This requires an explicit written confirmation of acceptance by Sprecher Automation.

11.2. The deliveries and/or services shall be deemed to have been accepted as soon as they have been received in accordance with the contract, free of defects, at the destination specified by Sprecher Automation and Sprecher Automation has issued an express written confirmation of acceptance. Upon acceptance, the risk and ownership shall pass to Sprecher Automation. Any retention of title by the supplier, of whatever kind, shall be invalid.

11.3. If, during random checks, the deliveries and/or services do not comply in whole or in part with the agreed characteristics or the applicable regulations or the customary commercial quality, Sprecher Automation reserves the right to reject them.

12. Warranty, Notice of Defects, Liability, Compensation

12.1. In addition to the agreed specifications and those usually expected in accordance with the respective delivery and/or service (in particular compliance with all statutory and official regulations applicable at the destination and for the sales markets notified by Sprecher Automation), the deliveries and/or services must always comply with the state of the art (definition according to EN 45020:2006) applicable at the time of delivery to Sprecher Automation.

12.2. Within the scope of the warranty, Sprecher Automation is free to demand that the supplier remedy the defect at its own expense and risk by improvement (repair, addition of missing items) or replacement at short notice, or to claim a price reduction, or to return the deliveries and/or services to the supplier at the latter's expense and declare the contract void. In the event of imminent danger, in particular if Sprecher Automation itself is threatened with liability due to the defective deliveries and/or services, Sprecher Automation shall be entitled, at the supplier's expense and risk, to remedy defects or non-performance or defective performance itself or to have them remedied or performed by third parties. The costs of such rectification of defects or performance of services by Sprecher Automation itself or by third parties shall also be reimbursed to Sprecher Automation in full if these costs are higher than those that would have been incurred if the supplier had rectified the defects or performed the services. The legal remedies referred to in clause 11.4. are cumulative and do not exclude any statutory rights.

12.3. If a defect (e.g. in a series product) occurs frequently, the supplier shall repair or replace the entire delivery at its own expense and reimburse Sprecher Automation for the additional costs incurred.

12.4. The obligation to give notice of defects in accordance with sections 377 et seq. of the Austrian Commercial Code (UGB) is excluded. Sending a notice of defects on the last day of the warranty period at the latest prevents its expiry, provided that an amicable solution cannot be reached and a corresponding legal action is then brought within a reasonable period of time. The presumption of defectiveness within the meaning of section 924 of the Austrian Civil Code (ABGB) is extended to the entire duration of the warranty period. The warranty period is three years.

12.5. The supplier is liable for damage caused by him within the scope of the statutory provisions. If Sprecher Automation is entitled to compensation, e.g. due to a defect, this claim also extends to compensation for all damages that Sprecher Automation must compensate its customers. If Sprecher Automation is held liable by third parties due to culpable conduct on the part of the supplier or persons attributable to him, for example due to infringement of intellectual property rights, the supplier shall indemnify and hold Sprecher Automation harmless in this regard and shall be responsible for the unrestricted use of the delivery and/or service in question.

12.6. In the event that the supplier violates applicable antitrust laws in connection with the delivery and/or service to Sprecher Automation by forming a cartel or engaging in comparable anti-competitive behaviour, the supplier shall pay a contractual penalty (penalty clause) amounting to 25% of the total order value for the delivery and/or service concerned. Sprecher Automation shall be free to prove that the actual damage incurred is higher. Further contractual or statutory claims and rights of Sprecher Automation shall remain unaffected.

13. Product Liability

13.1. If, after delivery / acceptance, the delivery proves to be defective within the meaning of the Product Liability Act (PHG) and/or it is recognised that the properties of the delivery no longer correspond to the state of the art in science and technology within the meaning of the PHG, the supplier shall be obliged to take back such deliveries and to refund the price in full.

13.2. If Sprecher Automation is held liable under the PHG due to deliveries and/or services provided by the supplier, the supplier shall be obliged, at its own expense, to immediately hand over any requested evidence, such as quality and inspection reports, certificates and the like. The supplier undertakes to indemnify Sprecher Automation against all third-party claims attributable to a defective product

supplied by the supplier, as well as against all resulting damages and disadvantages (including any legal costs). The supplier undertakes to take out appropriate insurance in accordance with the PHG, whereby Sprecher Automation reserves the right to demand proof of appropriate cover from the supplier.

14. Property Rights, Work Results

14.1. For deliveries and/or services including software that were not developed individually for Sprecher Automation, the supplier grants Sprecher Automation a transferable, irrevocable, sublicensable and non-exclusive right of use for all types of use and utilisation. Unless otherwise agreed in writing, this right of use and utilisation is unlimited in time.

14.2. For deliveries and/or services including software that have been developed individually for Sprecher Automation (work results), the supplier grants Sprecher Automation an unrestricted, irrevocable, transferable and sublicensable right of use for all known and future types of use and utilisation, unlimited in terms of time, location and content. The source and/or machine code of the software shall be delivered in the current version. The supplier shall offer maintenance and software support for the delivered software for at least five years from acceptance at standard market conditions.

14.3. These work results or partial work results may not be used by the supplier for any purposes other than those contractually agreed. Sprecher Automation shall acquire sole ownership of the work results after payment of the agreed remuneration. If a transfer of ownership is not legally possible, the supplier shall transfer the unrestricted, irrevocable, transferable and sublicensable right of use and utilisation, in particular patent, trademark, design, copyright and similar rights, to Sprecher Automation. The supplier shall also hand over the complete documentation of the work performed and, in the case of development activities, all documents necessary for their production and processing (e.g. circuit diagrams, source and machine codes, etc.). Sprecher Automation is entitled to exercise all rights, in particular full and irrevocable use, utilisation, reproduction, publication, sale and transfer to third parties, regardless of successful acceptance and also in the event of termination or premature termination.

14.4. The supplier guarantees that payment of the agreed remuneration covers the acquisition of all rights of use and statutory property rights to the extent that the deliveries and/or services can be used freely and that no property rights of third parties (patent, trademark, design, copyright, territorial protection and similar rights, even if their granting has only been applied for) are infringed. The supplier shall indemnify Sprecher Automation in full against any claims by third parties in this regard and shall hold it harmless and indemnify it. Without prejudice to further rights, in the event of a claim, the supplier shall grant Sprecher Automation the right to use the delivery and/or service freely or to replace it free of charge with another that meets the contractual requirements.

15. Quality Assurance, Right of Audit, CE Marking

15.1. In order to ensure the highest level of quality, the supplier is required to systematically plan, define, implement and monitor quality measures and to oblige its subcontractors and upstream suppliers to do the same. The supplier shall grant Sprecher Automation or its representatives access to the performance of services or hand over records after giving timely prior notice and to the extent necessary.

15.2. Unless otherwise agreed in writing, deliveries and/or services must comply with all relevant quality standards in their currently valid version. In particular, the relevant national, international and technical standards and environmental, safety and quality standards (all in their currently valid versions) must be complied with and, upon request, evidence of this must be provided, e.g. ÖVE, VDE, Ö standards, DIN, EN, IEC, UL and similar regulations, as well as MTBF data, and the statutory (e.g. the Electrical Engineering Act) and regulatory requirements regulations of the destination specified by Sprecher Automation.

15.3. Deliveries and/or services within the European Union must be confirmed in writing by the manufacturer or distributor with CE marking (EU declaration of conformity) in accordance with EU directives/regulations and laws. At the request of Sprecher Automation, declarations of conformity or test reports from accredited bodies must be submitted free

of charge. The supplier must provide timely notification of changes to materials, manufacturing processes, supplier parts, declarations of conformity and SVHC status.

16. Confidentiality, Data Protection

16.1. The supplier undertakes to treat business or trade secrets as well as all information, drawings, technical documents, provisions, documentation and information of any kind as confidential, not to reproduce, reverse engineer or exploit them, not to pass them on to third parties or make them accessible in any other way. This does not apply if this information was already legally accessible to the public or generally known, became known in another lawful manner without confidentiality obligation, or was released in writing by Sprecher Automation.

16.2. The supplier further undertakes to treat the (partial) results produced by it in fulfilment of an order from Sprecher Automation as confidential and to use them exclusively for the fulfilment of the order.

16.3. The supplier shall also oblige its employees and vicarious agents involved in this matter to maintain confidentiality. The obligation to maintain confidentiality shall continue after termination of the agreement.

16.4. The supplier must take effective security measures to ensure adequate security of the data and information transmitted by Sprecher Automation. These security measures must be continuously evaluated and regularly updated in line with the state of the art (definition according to EN 45020:2006). The supplier must immediately inform Sprecher Automation of any imminent or existing breach of data protection or confidentiality obligations.

16.5. The supplier is obliged to comply with the applicable data protection laws and regulations if personal data is passed on to them by Sprecher Automation.

16.6. The supplier is informed that Sprecher Automation stores and processes personal data using IT systems and, if necessary for the fulfilment or initiation of a contract, passes it on. Further information on data protection is available at (<https://www.sprecher-automation.com/en/information-on-data-protection/data-protection-suppliers/-costumers/-others>).

16.7. The supplier is only permitted to refer to the existing business relationship in advertising material and publications of any kind with the express written consent of Sprecher Automation.

16.8. The contractor is obliged to inform Sprecher Automation immediately, and at the latest within 48 hours of becoming aware of a security incident at the supplier or its processors (AV). The report to Sprecher Automation must be sent to the following email address:

security@sprecher-automation.com

16.9. The report to Sprecher Automation must contain detailed information about the security incident, in particular which persons are potentially affected, which data, resources or hardware are affected, and other information relevant to Sprecher Automation. The supplier shall also inform Sprecher Automation about the corrective measures taken to close the security gaps or vulnerabilities. The supplier shall assist Sprecher Automation in investigating any security incident. In this context, a security incident is defined as any incident in which confidential information belonging to Sprecher Automation is lost, stolen, used outside the contractual agreements, unlawfully altered, unlawfully destroyed or accessed by third parties without authorisation.

17. Sustainable Corporate Governance, Compliance, Code of Conduct

17.1. The supplier undertakes to observe the principles of ecological, social and economic sustainability in its corporate management. This includes, among other things, the implementation of and compliance with measures to reduce the ecological footprint and the promotion of fair working conditions.

17.2. The supplier operates a management system in accordance with ISO 9001, ISO 14001, ISO 45001 and ISO 27001 or equivalent standards. Should there be any change in the certification status (e.g. certification expires and is not renewed, certification is no longer passed), Sprecher Automation must be notified immediately in writing. Should additional certifications be achieved, Sprecher Automation must be informed and a valid certificate must be submitted.

17.3. The supplier shall ensure compliance with regulations for the prevention of environmental damage and shall endeavour to avoid the generation of waste and to achieve the highest possible recycling rate. The supplier shall endeavour to ensure minimal consumption of energy, water, land/soil use and hazardous substances. In particular, the supplier shall ensure that its business activities have as little impact as possible on the natural resources of humans or other living beings. This applies in particular to soil changes, loss of biodiversity, water or air pollution, other emissions and the removal of land, forests or water. The supplier shall ensure that its activities in this regard comply with all relevant international, European and national laws and regulations.

17.4. The supplier shall ensure a high standard of occupational safety, protection of the health of its employees and the maintenance of a non-discriminatory working environment, and undertakes to provide its employees with sufficient information in these areas. In particular, the supplier shall ensure that its employees and any temporary workers employed or provided by it:

- receive safety training and comply with all applicable safety regulations;
- receive regular training on occupational health and safety;
- have sufficient command of the working language, both spoken and written, to be able to carry out the work in a competent and safe manner;
- have all the skills necessary to perform the work assigned to them in a professional, safe and efficient manner;
- comply with the regulations set out in Sprecher Automation's Code of Conduct;
- be equipped with suitable work tools and aids that are in an appropriate condition and are always maintained;
- are equipped with personal protective equipment that is in an appropriate and well-maintained condition. This includes, in particular, suitable work clothing, protective helmet, safety gloves, safety shoes, safety goggles and hearing protection, depending on the hazardous situation and
- are adequately protected against exposure (e.g. through emissions) or the effects of harmful substances.

17.5. The supplier is obliged to remunerate its employees appropriately and in accordance with applicable laws. The supplier must comply with international conventions on the protection of human rights and the prevention of child labour.

17.6. The supplier guarantees to offer and promote opportunities for further training and personal development to its employees, to continuously improve their skills and to promote a safe and efficient workplace.

17.7. The supplier is required to implement an effective risk management system that enables operational and financial risks to be identified at an early stage and appropriate countermeasures to be taken in good time.

17.8. The supplier must inform Sprecher Automation of any serious incidents (e.g. accidents involving personal injury, massive environmental pollution) in the area of ESG (environment, social and sustainable corporate governance) and initiate immediate countermeasures. The supplier shall inform Sprecher Automation about the implementation of the measures and their effectiveness.

17.9. The supplier must take note of and accept the principles and guidelines defined in Sprecher Automation's Code of Conduct (available at www.sprecher-automation.com/en/code-of-conduct). The supplier shall ensure that this Code of Conduct is also observed by its suppliers. The supplier shall document compliance with this Code of Conduct. Sprecher Automation has the right to verify compliance with this Code of Conduct at the supplier's premises after giving appropriate advance notice.

17.10. The supplier guarantees the unrestricted protection of whistleblowers within the meaning of the Whistleblower Protection Directive (reports of legal violations) and the establishment and operation of an internal reporting system in accordance with the provisions of the Whistleblower Protection Directive.

18. Export Regulations, Sanctions

18.1. Upon notification of the destination, the supplier must check whether the deliveries and/or services are subject to export restrictions under national regulations, EU regulations, EAR regulations (Export Administration Regulation, USA) or ITAR regulations (International Traffic in Arms Regulation), etc., and must notify Sprecher Automation in writing as soon as possible, but no later than one week before the agreed delivery date. If the supplier does not expressly point out such an export restriction, the supplier shall bear the disadvantages incurred by Sprecher Automation as a result.

18.2. The supplier shall comply with all national, EU, US and other embargo or sanctions lists and shall provide the necessary information if required.

19. Withdrawal, Force Majeure

19.1. Sprecher Automation shall be entitled to withdraw from the contract with immediate effect if there is good cause. Good cause shall include, for example, breach of essential contractual provisions, non-compliance with statutory provisions, delay in delivery, the opening of insolvency proceedings or the rejection of an insolvency application due to a lack of assets to cover costs, unless mandatory provisions of the Insolvency Code prevent this, or in the event of a change in the ownership structure or organisational structure (change of control) or the relocation of the production site to non-EU countries.

19.2. Such withdrawal shall not entitle the supplier to any claims whatsoever against Sprecher Automation. Sprecher Automation shall be entitled to demand compensation from the supplier for the costs, losses and expenses incurred by Sprecher Automation as a result of such withdrawal.

19.3. Any unforeseen circumstance or case of force majeure that hinders, delays or renders impossible the timely manufacture, delivery or acceptance, such as official measures, war, strikes, lockouts, riots, operational disruptions, transport disruptions, shortages of raw materials or their delayed allocation, other natural disasters, etc., entitle Sprecher Automation, without the need to set a grace period, to withdraw from the contract in whole or in part, to unilaterally reduce the agreed delivery quantity or to demand delivery or execution of an agreement at a later date, without the supplier being entitled to any claims for compensation whatsoever.

20. Severability Clause, Other Provisions

20.1. Should individual provisions be or become wholly or partially invalid or unenforceable, all other provisions shall remain valid. The invalid provision shall be replaced by another similar provision that is enforceable and valid and comes closest to the content and purpose of the invalid provision. The same applies to any regulatory gap.

20.2. All amendments and additions, including this point, must be made in writing and signed by authorised representatives of Sprecher Automation and the supplier in order to be valid.

21. Place of Jurisdiction, Applicable Law

21.1. The place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship shall be exclusively the court with jurisdiction for Linz/Austria. Sprecher Automation shall be entitled, at its discretion, to sue the supplier at any other court that may have jurisdiction under national or international law.

21.2. All legal transactions, in particular those subject to these General Terms and Conditions of Purchase, shall be governed exclusively by Austrian law. The conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby expressly excluded.