

Terms and Conditions of Purchase of ZwickRoell Testing Systems GmbH ("ZRF")

ZRF EXPRESSLY REJECTS ANY ADDITIONAL OR CONTRADICTIONARY TERMS AND CONDITIONS OR CONDITIONS IN QUOTATIONS, ORDER ACCEPTANCE DOCUMENTS, OR CONFIRMATIONS FROM THE SUPPLIER.

1. Applicability, contradictory terms and conditions, and quotation

- 1.1. These Terms and Conditions of Purchase (hereinafter referred to as "T&CP") shall apply exclusively. Different terms and conditions of the Supplier or other agreements that deviate from these T&CP shall apply only if they have been expressly acknowledged by ZRF in text form (on paper or via electronic data transmission) upon conclusion of the Contract. This written form requirement shall not apply to amendments or additions agreed after the conclusion of the Contract.
- 1.2. Purchase orders shall be valid only with a handwritten signature, with the exception of orders sent via data transmission or EDP printouts. ZRF is bound to its purchase orders for a period of ten (10) business days (Saturday is not a business day).
- 1.3. Notwithstanding the above, when the Supplier accepts a purchase order in text form or begins with the provision of goods/services that are the object of the purchase order, the Supplier is deemed to have accepted said purchase order from ZRF as well as these T&CP in their entirety without change. Any accepted purchase order or any otherwise agreed contract on the delivery of contractual items will be referred to as a "Supply Contract" within the meaning of these T&CP.
- 1.4. These T&CP apply solely to persons who are professionally active in a commercial or self-employed capacity ("entrepreneurs").

2. Scope of services and special obligations of the Supplier

- 2.1. The Supplier's scope of services shall be based, in particular, on the agreed specifications and descriptions of features, the purchase order from ZRF, and these T&CP in the aforementioned order of precedence.
- 2.2. The Supplier shall check all information and any materials given to it for the execution of the Supply Contract (free issue materials), to ensure their suitability for the purpose intended by ZRF and its end customer. If the Supplier finds that changes or corrections to the contractual items or free issue materials are required or advisable, it shall notify ZRF to this effect without delay.
- 2.3. The Supplier shall ensure that it is aware in good time of all significant data and circumstances relevant to the fulfillment of its contractual obligations, and of the intended use of the supplied items by ZRF.

3. Information and free issue materials from ZRF

- 3.1. The Supplier shall provide all documentation required for acceptance, operation, maintenance, and repair in the required number and in digital form, at minimum in German and English as well as any additionally agreed languages, free of charge. The scope of the documentation shall be specified in the individual contracts.
- 3.2. The Supplier is obliged to transfer ownership of these documents and the quality control reports specified in Clause 9.3. to ZRF. The intellectual property rights to these documents shall remain unaffected.
- 3.3. ZRF shall retain ownership and all copyrights, other industrial property rights, and rights of use to diagrams, drawings, calculations, and other documents or materials that it makes available to the Supplier (free issue materials).
- 3.4. Free issue materials shall be processed for ZRF and free issue parts shall be assembled for ZRF. ZRF shall have co-ownership of products manufactured using these parts and materials, in the same ratio as the value of the free issue materials to the value of the complete product. The Supplier shall therefore keep the complete product for ZRF. The product, which is co-owned by ZRF, shall neither be pledged to third parties nor pledged as security. The Supplier is under obligation to notify ZRF immediately in writing or in text form regarding seizures or other interventions by third parties in the products co-owned by ZRF.

4. Change requests and duty to seek approval in respect of contracts for work and job order production

- 4.1. In respect to contracts for work and job order production, ZRF shall be entitled at any time to demand that the Supplier make changes to the contractual items to be produced. These shall then be implemented without delay on the basis of these T&CP. If the agreed costs of the contractual items or agreed deadlines cannot be adhered to as a result, the Supplier shall notify ZRF to this effect without delay, and shall work to adapt the agreed terms and conditions under consideration of both parties' mutual interests.
- 4.2. Before starting the agreed production of the contractual items, the Supplier shall submit all production documents to ZRF for its approval. Approval of the documents does not release the Supplier from its contractual obligations or from liability toward ZRF or third parties.
- 4.3. Changes by the Supplier to approved contractual items and production processes shall require new prior approval from ZRF. To this aim, the Supplier shall submit planned changes to ZRF for approval as early as possible, but no later than one (1) month before the planned change is introduced.

5. Prices/payment terms

- 5.1. Unless billing by units based on negotiated hourly rates has been expressly agreed in text form, the agreed prices shall be fixed flat-rate prices — on delivery of tangible items to our plant/warehouse in Fürstenfeld in accordance with INCOTERMS 2020 DDP plus the applicable statutory sales tax.
- 5.2. Unless other payment terms have been agreed, the purchase price shall be paid within fourteen (14) days, counting from the provision of goods/services in accordance with the Contract, including documentation and receipt of a proper and verifiable invoice, with 3% cash discount, or within thirty (30) days net.
- 5.3. Submitted invoices shall state the invoice date, supplier number, purchase order number, part number, quantity, and unit price. The invoice shall also contain all authorized details for an input tax deduction, in particular the tax number or sales tax ID, invoice number and other mandatory details of a supplier invoice pursuant to the relevant statutory regulations. If the invoice does not contain the above-mentioned data, ZRF is not obliged to pay the sales tax shown. If ZRF is refused the input tax deduction due to an invoice that is not correct, the Supplier shall refund the sales tax paid by ZRF.
- 5.4. Payments do not imply acknowledgment that the delivery conforms to the Contract.

6. Delivery time, delivery and transfer of risk

- 6.1. The delivery time specified in the purchase order is binding. On-time delivery means that the delivery must have been received at the point of receipt specified by ZRF.
- 6.2. The Supplier shall notify ZRF of each shipment immediately on the date of shipping by means of a delivery note in text form.
- 6.3. ZRF is not obliged to accept contractual items delivered before the agreed delivery date. The Supplier shall bear the risk of loss and deterioration for contractual items delivered before the delivery date.
- 6.4. ZRF is entitled to return any excess deliveries at the expense of the Supplier. The Supplier shall bear the risk of loss and deterioration of excess deliveries, unless ZRF or its lawful agents or vicarious agents have caused the loss or deterioration through intent or gross negligence.
- 6.5. Unless otherwise specified by ZRF, the Supplier shall enclose a delivery note with each delivery. The delivery note shall contain the purchase order number, item number, and supplier number. Likewise, documents required by ZRF on the basis of more detailed specifications, such as technical documentation, shall be attached in text form.

6.6. Delivery shall be made to our plant/warehouse in Fürstenfeld in accordance with INCOTERMS 2020 DDP, free domicile (transfer of risk), including transport insurance, packaging, and all ancillary costs.

6.7. ZRF reserves the right to appoint a carrier for the purpose of transport. This carrier is not a vicarious agent of ZRF; ZRF shall be responsible only for a possible error in selection.

7. Retention of title of the Supplier

7.1. ZRF shall not accept any extension or expansion of the Supplier's retention of title in respect of the acquisition of ownership by ZRF.

8. Disclosure obligation of the Supplier, delays and compensation

8.1. The Supplier is under obligation to notify ZRF immediately in text form if circumstances arise or are foreseen by the Supplier that would prevent adherence to the agreed delivery time, quantity, or quality.

8.2. Such notification does not under any circumstances release the Supplier from its obligations regarding delays in service. Therefore, ZRF continues to hold all rights arising from the Supply Contract resulting from or in connection with the delay by the Supplier, despite a postponement of delivery dates.

8.3. In the event of a delay by the Supplier in the performance of its contractual obligations (including technical documentation, for example), ZRF shall be entitled to demand lump-sum compensation from the Supplier. The amount shall be 0.2% of the value of the delayed service for each started business day of the delay, but shall not exceed 5% of the value of the delayed service, unless the Supplier proves that damages are lower or ZRF proves that damages are higher. The agreement and enforcement of lump-sum compensation shall not affect other claims and rights to which ZRF is entitled under the applicable law. Any lump-sum compensation paid by the Supplier shall be credited against any further claims for damages by ZRF.

8.4. The unconditional acceptance of a delayed delivery or service by ZRF does not imply that it waives its entitlement to claim for damages.

9. Quality management/incoming goods inspection/obligation to notify of defects

9.1. The Supplier undertakes to continually monitor the quality of its output. To this end, the Supplier shall use a quality assurance system, of which proof shall be submitted to ZRF upon request and which shall be optimized if necessary.

- 9.2. ZRF also has a quality assurance system and, in accordance with the quality standard, aims to adapt its own incoming goods inspection so as to avoid complete duplicate checks.
- 9.3. The Supplier is obliged to subject a meaningful random sample of the contractual items to an appropriate quality control inspection prior to delivery to ZRF. The suitability of the quality control inspection shall be determined in particular by the complexity of the contractual item and its economic and safety-related significance. ZRF must be provided with evidence that the quality control inspection was performed and provided with its results by enclosing the quality control report with the delivery.
- 9.4. After the delivery has been received by ZRF, an identity, visual, and quantity check of the contractual items shall be carried out in the ordinary course of business. ZRF shall immediately notify the Supplier of any defects that become evident. ZRF shall notify the Supplier of any hidden defects not discovered during this process immediately upon discovery of the defect.
- 9.5. In this respect, Section 377 & 378 of the Austrian Business Code (UGB) is excluded.

10. Warranty

- 10.1. The Supplier guarantees that all contractual items that it delivers
 - conform to the specifications, samples, drawings, and other requirements specifically demanded of them
 - are free from defects, particularly in terms of design, manufacture and material
 - are of market and industry-standard quality
 - do not infringe the rights of third parties due to their delivery, normal use or any other use, and
 - are suitable for the specific purpose for which ZRF ordered them.
- 10.2. The Supplier guarantees that its supplied items include everything that is required for smooth, compliant, reliable, and cost-effective use, particularly in conjunction with the machines and systems to be produced or already produced by ZRF, that they are suitable for the intended purpose, and that they conform to the latest science and technology standards. In providing the services, the Supplier shall observe all relevant standards, laws, and legal provisions under the applicable law, and shall adhere to the generally recognized safety regulations and the corresponding ZRF standards (e.g., packaging guidelines).
- 10.3. If a defect occurs within six (6) months of delivery of the contractual item to ZRF, it shall be assumed that the contractual item was already defective at the time of transfer of risk.

The Supplier shall be free to prove the contrary and shall bear the burden of proof in this respect. If the aforementioned warranties are not met and the contractual items are therefore defective, ZRF shall be entitled either to demand that the Supplier repair the contractual items at its own risk and expense or replace them with contractual items that are free from defects, at its discretion. If the Supplier does not meet this obligation despite a reasonable grace period, or if immediate action is required in order to prevent further damage, ZRF shall be entitled to repair the contractual items itself or have them repaired by third parties, at the Supplier's expense.

- 10.4. The Supplier shall reimburse ZRF for all costs incurred or yet to be incurred in connection with the repair or the replacement of the defective contractual items.
- 10.5. The warranty period shall be twenty-four (24) months from the transfer of risk to ZRF. If ZRF and the Supplier have agreed on an acceptance test for the contractual items, or if this is required by the applicable law, the warranty period shall be twenty-four (24) months from the acceptance test. Claims from ZRF that originated within this warranty period shall expire six (6) months after the claim was made, at the earliest, but not before the end of the agreed limitation period.
- 10.6. This shall not affect further or additional statutory or contractual claims on the part of ZRF.
- 10.7. The place of performance for warranty claims is the place in which the contractual items are located at the time the defect is detected.

11. No tacit waiver

- 11.1. The waiver of the assertion of a claim or right to which ZRF is entitled shall only be valid in text form and with the signature of an authorized person representing the waiving party. The waiver of the assertion of a claim or right shall not constitute a waiver of the assertion of the same or other claims or rights that have arisen or will arise at the same time, beforehand or at a later date.

12. Spare and wear parts

- 12.1. The Supplier undertakes to supply spare and wear parts (hereinafter collectively referred to as "parts") for a period of ten (10) years from delivery of the contractual items to ZRF.
- 12.2. If the Supplier is no longer able or willing to supply the parts itself after ten (10) years, it shall grant ZRF the necessary rights so that ZRF can produce them itself or commission third parties to manufacture the parts in question.
- 12.3. In the case of parts that the Supplier does not manufacture itself, ZRF must be informed of the sources of supply and the parts must be specified in such a way that ZRF can reorder them without confusion.

12.4. The Supplier shall provide ZRF with a spare and wear parts list for the respective contractual item.

13. Industrial property rights of third parties

13.1. The Supplier guarantees that the supplied contractual items are free from the rights of third parties and that their intended commercial use by ZRF or its customers does not violate the industrial property rights of third parties.

13.2. The Supplier shall indemnify ZRF in full against all third party claims in relation to the violation of industrial property rights. In particular, the Supplier shall compensate ZRF for damages in the event that further processing, delivery or use by ZRF or its customers is prohibited due to a violation of industrial property rights. Alternatively, the Supplier shall purchase a license from the owner of the industrial property rights at ZRF's discretion.

13.3. The aforementioned indemnity obligation shall not apply if the violation of industrial property rights solely affects concrete instructions (e.g., technical drawings and specifications) from ZRF.

14. Liability, indemnity, and insurance cover

14.1. The Supplier is obligated to indemnify ZRF when first requested to do so from all claims originating directly or indirectly (including claims pertaining to death, personal injury, health, ownership, or arising from other rights), and from damages, costs, expenses, and losses — including the costs of any legal dispute or any necessary modifications or recalls

— that were caused by the delivery of defective contractual items or the violation of another contractual obligation. This shall not apply if the Supplier is not at fault, where liability is based on fault under the law.

14.2. If the Supplier needs to perform work on the premises of ZRF or one of its customers, the Supplier shall take all the necessary precautions to prevent harm to persons or damage to property during the course of this work. The Supplier shall reimburse ZRF or indemnify ZRF against all damages, costs and expenses incurred due to the Supplier's work on the premises, unless the Supplier was not at fault.

14.3. Liability on the part of the Supplier shall be unlimited. ZRF shall not accept any form of limitation of liability, restriction of liability, or exclusion of liability, unless such limitation of liability, restriction of liability, or exclusion of liability is prescribed by law.

14.4. The Supplier shall be liable for the fault of employees or subcontractors to the same extent as for itself.

- 14.5. The Supplier is under obligation to take out and secure industry-standard insurance cover that is appropriate in terms of its amount and legal basis, and shall submit proof of such insurance to ZRF on request. The Supplier hereby assigns in advance all its payment claims against the insurer to ZRF, insofar as they result from damages in connection with the contractual item. ZRF hereby accepts this assignment. The Supplier's liability is not limited by taking out insurance cover and assigning insurance claims.
- 14.6. This shall not affect further or additional statutory or contractual claims on the part of ZRF.

15. Assignment of claims

- 15.1. An assignment of claims is only permitted with the approval of ZRF in text form.

16. Use of subcontractors

- 16.1. The Supplier may use a subcontractor to perform services due. The subcontractor must be reliable and well qualified to perform the services due.
- 16.2. The Supplier shall place the subcontractor under obligation to adhere to the agreements with ZRF, and in particular to agree to the obligations in Clause 17.
- 16.3. In the event that the Supplier defaults and claims are asserted against ZRF by third parties, the Supplier shall release ZRF from any such claims when first requested to do so.

17. Personnel of the Supplier, minimum wage

- 17.1. The Supplier shall make its deliveries and perform its services using its own employees, who are employed for the performance of the services and instructed in accordance with the statutory provisions.
- 17.2. The Supplier hereby undertakes to ensure that it will comply with labor, social insurance, and taxation laws and other obligations in respect to its employees or any agency workers it may employ, in particular in relation to the Minimum Wage Act. The obligations of the Supplier pursuant to the Minimum Wage Act include, but are not limited to: the obligation to pay a wage at least equivalent to the statutory minimum wage no later than the due dates stipulated by the Minimum Wage Act; the obligation to record the beginning, end, and duration of daily working hours; and the obligation to keep these records.

17.3. The Supplier undertakes to submit proof, through suitable documentation (e.g., separate bank transfer slips), of its fulfillment of the aforementioned obligations, in particular in respect to the payment of the minimum wage to its employees or to the employees of subcontractors, whenever requested to do so.

17.4. In the event of a violation of obligations arising from the Minimum Wage Act on the part of the Supplier or one of its subcontractors, and of claims against ZRF by third parties as a result of this violation, the Supplier shall indemnify ZRF against all such claims and undertakes to pay the resulting damages itself.

18. Supplier Code of Conduct

18.1. In performing the contractual services agreed with ZRF, the Supplier undertakes to comply with all applicable legal requirements, such as those relating to accident prevention and employee and environmental protection, as well as the ethical, social, and ecological standards contained in the ZwickRoell Group Supplier Code of Conduct with regard to the applicable requirements. The Supplier Code of Conduct of the ZwickRoell Group is available together with other basic information on the [Corporate principles](#) website.

18.2. The Supplier is required to transfer the obligations arising from the Supplier Code of Conduct of the ZwickRoell Group to its suppliers or to obligate them accordingly.

19. **Applicable law and place of jurisdiction**

19.1. The Contract and the customer-supplier relationships arising from it shall be subject to the substantive law of the Republic of Austria. The validity of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

19.2. The sole place of jurisdiction for any disputes arising in connection with or from this Contract shall be ZwickRoell Testing Systems GmbH place of business. ZRF is entitled to bring legal action against the Supplier at the competent court at its place of business.

Date: December 2024