

**General Conditions of Purchase
of adapa Group
valid from February 2023**

I. General

1. These General Conditions of Purchase, together with the Offer and the Purchase Order including all attachments, form the basis for the entire contract (collectively hereinafter the "**Contract**") between the Supplier and adapa Holding GesmbH (registered and recorded at the Commercial Court of Wiener Neustadt with the address, Straße 1, Obj. 50 C, 2351 Wiener Neudorf, Austria, under company registration number FN 366305i) or its affiliated companies. The adapa group company placing a Purchase Order and therefore be a contractual party to the Contract with the Supplier shall be referred to in these General Conditions of Purchase as "adapa".
2. Deviating agreements, ancillary agreements, assurances and amendments to these General Conditions of Purchase can only be agreed in writing and only for the respective individual case.
3. These General Conditions of Purchase shall also apply to all future transactions until revoked and shall also apply to contractual ancillary services, e.g. information and advice, as well as to offers, cost estimates, instructions or proposals and to all amendments of the Contract with the Supplier.
4. The application of the Supplier's general terms and conditions, of whatever nature, is excluded. Acts of performance or silence on the part of adapa do not lead to the recognition of the Supplier's general terms and conditions. An appeal by the Supplier to the Supplier's general terms and conditions is also excluded if these do not deviate in content from these General Conditions of Purchase of adapa.

II. Offers / placing of purchase orders and order confirmation

1. The specifications of the delivery item made known to or by adapa are deemed to be guaranteed characteristics. This also applies to information in brochures, certificates and test certificates on which the Contract is based.
2. All offers made to adapa are binding on the Supplier for a period of at least three months from their receipt by adapa and, regardless of the preparatory work required for the submission of the offer to adapa, do not constitute a claim to the placing of a Purchase Order or to payment.
3. Purchase Orders will only be binding for adapa if they are made out with an order number and are duly signed by adapa.
4. All Purchase Orders of adapa are to be confirmed by the Supplier without undue delay by providing adapa with an order confirmation.

III. Performance by the Supplier

1. The Supplier shall use and deliver flawless material and guarantees professional execution in accordance with the drawings, expedient construction and flawless assembly.
2. The awarding of the execution of Purchase Orders in whole or in part by the Supplier to subcontractors, as well as any change of subcontractors or suppliers already accepted by adapa, requires the express written consent of adapa. In the event of non-compliance with this provision, adapa is entitled to withdraw from the Contract within a period of 60 working days from knowledge of the circumstances.
3. Machines and equipment must be equipped with the prescribed safety devices and comply with the applicable safety regulations. When setting up electrical installations or delivering electrotechnical products, the Supplier undertakes to comply with all electrotechnical safety regulations applicable at the place of destination.

IV. Delivery period

1. The delivery/performance date specified by adapa must be met punctually. Partial performance or early performance require the written consent of adapa.

2. In the event of delayed or incomplete performance, adapa is entitled to withdraw from the Contract after having granted fruitlessly a reasonable grace period or to insist on performance without granting a grace period.
3. As soon as the Supplier realises that timely performance is not or only partially possible, it must notify adapa immediately, stating the reasons for and the expected duration of the delay, and obtain adapa's consent to subsequent performance within a period to be set by adapa.
4. In the event of a delay in performance, adapa shall be entitled to make a covering transaction with another supplier, applying § 376 UGB mutatis mutandis. This also applies in the event of delayed substitute performance.

V. Packaging, transport and shipping instructions

1. The price to be paid by adapa is always "including packaging". In the event of deviating agreements, the packaging shall be charged at cost price and shown separately.
2. Any damages caused by improper packaging shall be borne by the Supplier.
3. Pricing shall in general be DDP in accordance with Incoterms in their version valid at the time of conclusion of the Contract.
4. Costs for transport, packaging, insurance and others incurred in connection with the delivery of the goods will only be borne by adapa if the assumption of these costs was agreed in writing at the latest prior to shipment.
5. If the Supplier carries out the shipment without explicit shipping instructions from adapa or in contradiction to such instructions, adapa shall be indemnified by the Supplier for all disadvantages incurred by adapa as a result.
6. The Supplier is obliged to deliver with the shipping documents the Quality Certificate for the supplied products. The Purchase Order number must be clearly indicated on all shipping documents. For deliveries from non-EU countries, the customs tariff number, net weight and country of origin of the delivery items must be stated on all delivery documents for customs clearing.

VI. Transfer of risk, assumption of performance

1. Unless otherwise agreed, the risk of accidental loss of the delivery item shall pass according to Incoterm DDP.
2. The Supplier transfers full ownership to adapa without reservation upon handover of the goods in accordance with the agreed Incoterm. Corresponding reservations by the Supplier are invalid in any case, i.e. even without objection by adapa.
3. The Supplier shall deliver any storage and operating instructions together with the goods without being requested to do so and, if applicable, shall expressly point out any further necessary measures in connection with the handling of the delivered goods. In the event of a breach of this provision, the Supplier shall be liable for the resulting damages and consequential damages.

VII. Supplementary provisions for the provision of services

1. The nature, scope and cost of the services shall be described in detail in the Purchase Order.
2. Services shall be invoiced either as fixed prices or according to actual expenditure or hourly expenditure, whereby in the latter case a maximum sum of billable hours (cap) shall be agreed. In the case of services that are charged by the hour, only the hours actually worked can be charged. Payment shall be made on the basis of hourly records, which have been approved by adapa.
3. The Supplier warrants that it will provide the services to the best of its knowledge and care and in accordance with the recognized rules of the technology. The warranty provisions of these General Conditions of Purchase shall also apply to services.
4. The Supplier warrants to use only appropriately qualified personnel for the performance of the service.
5. The dates stated for the provision of the service are binding in all cases.

VIII. Invoices, payment and assignment of claims

1. Unless otherwise agreed, the agreed prices are fixed prices

until complete fulfilment of the Purchase Order. Subsequent increases, for whatever reason, shall not be recognised.

2. For down payments to be made, adapa may at any time require the submission of a bank guarantee by a banking institution of the Supplier with an acceptable credit rating.
3. Invoices are to be sent to adapa immediately after delivery has been made or after the service has been rendered in full, quoting all Purchase Order data.
4. The Supplier undertakes to issue the invoice documents in accordance with the applicable turnover tax regulations, including those of the EU. In particular, the necessary references to intra-Community delivery, reverse charge regulation or triangular transaction shall be made.
5. Invoices that do not comply with the applicable regulations, as well as invoices with missing order data, shall be deemed not to have been submitted and shall be corrected.
6. Unless no specific agreement is made, payment for deliveries/services shall be made within 90 days net after receipt of invoice and goods by adapa. In the event of premature performance, the payment periods shall commence at the earliest on the originally agreed date of performance.
7. Any payment shall not constitute recognition of performance in accordance with the Contract and shall therefore not affect any claims for compensation of adapa in connection with the performance of the Contract.
8. Exchange rate and currency fluctuations as well as bank charges shall be borne by the Supplier.
9. adapa is entitled to withhold payment until defective goods have been improved by the Supplier. Any discount claims of adapa shall remain valid in this case.
10. adapa is entitled to offset with or withhold amounts payable by it or other companies affiliated with adapa to the Supplier and companies affiliated with the Supplier. Furthermore, the Supplier is not entitled to set off its own claims against the claim of adapa, except for undisputed or legally established claims.
11. Assignments of claims against adapa require the prior written consent of adapa.

IX. Warranty and notice of defects

1. The Supplier guarantees that the delivery/service complies with the specifications, the intended use, the latest state of the technology, the applicable standards, the relevant official requirements and provisions of trade associations, and, if additionally agreed, the quality agreement. Furthermore, the Supplier guarantees that the delivery/service is free of third-party rights.
2. The warranty period shall be 24 months and shall commence upon confirmed acceptance or completion of the performance or proper commissioning (acceptance).
3. adapa shall not be subject to any obligation to examine the goods or to give notice of defects. Shortages and apparent defects of the delivered goods will be notified to the Supplier without undue delay as soon as such deficiencies have been discovered in adapa's ordinary course of business. Any applicable statutory obligations to examine and give notice of defects are otherwise excluded.
4. The assertion of a warranty claim shall be deemed as performed within the warranty period if it has been asserted in writing and does not have to be submitted to court for this purpose. The warranty period and current payment periods are interrupted by the written notice of defects.
5. If parts of the deliveries or the services do not comply with the Contract or the customary condition upon random inspection, the entire delivery/service may be objected to and adapa reserves the right to reject the entire delivery/service and return it at the Supplier's expense.
6. In urgent cases, adapa is entitled to carry out the necessary improvement work itself or have it carried out by third parties at the Supplier's expense and risk. The warranty obligation of the Supplier also includes the costs of on-site rectification of defects as well as the assumption of removal and installation costs.
7. In all other respects, the statutory warranty provisions shall apply. In the event of a withdrawal from the Contract, goods already delivered shall be returned to the Supplier at the

Supplier's expense and risk.

8. Warranty and guarantee periods begin anew with the completed rectification of defects and handover.

X. Liability

The Supplier shall be liable for all damages, including loss of profit and consequential damages, suffered by adapa or companies affiliated with adapa, the contractual partners and/or end customers as a result of the defective execution of the Purchase Order or culpable breach of duties of disclosure at the pre-contractual stage and shall remain the sole contractual and contact partner for adapa in the event that deliveries/services are provided by a subcontractor.

XI. Intellectual property and property rights

1. Industrial property rights and ownership of drawings, samples, models, foils, tools, moulds and the like (hereinafter referred to as "**Materials**"), which are made available to the Supplier or which the Supplier produces in whole or in part at the expense of adapa, shall remain with adapa. The Materials may not be made accessible to third parties, may not be used for the Supplier's own purposes, must be carefully stored and maintained by the Supplier, and must be returned to adapa in perfect condition at any time upon adapa's request.
2. The Supplier shall be liable, regardless of fault, for ensuring that no patents, utility models, trademarks, registered designs, copyrights or other intellectual property rights of third parties, of any kind whatsoever, including business and/or trade secrets or know-how, are infringed by deliveries/services and their use, either directly or indirectly. The Supplier undertakes to indemnify and hold adapa harmless from and against all third party claims (including all associated costs and expenses, such as in particular legal costs).
3. In addition, should third parties claim or assert property rights against adapa in the context of the performance of the service/delivery, the Supplier shall procure the necessary right of use for adapa within a reasonable period of time by concluding a licence agreement. If this is not successful, adapa may withdraw from the Contract and assert further claims for compensation.

XII. Secrecy

1. In connection with the initiation of the Contract, the execution of the Purchase Order or the performance of the Contract, the Supplier may receive from adapa or from a company affiliated with adapa information that is proprietary and confidential (hence "**Confidential Information**"). Confidential Information that is not otherwise publicly available may not be disclosed to third parties without the prior written consent of adapa, must be kept strictly confidential and may not be used or exploited in a commercial manner for the Supplier's own benefit or the benefit of third parties.
2. The Supplier undertakes and guarantees that all persons involved by him (company bodies, employees, consultants, subcontractors, etc.) to whom he grants access to the Confidential Information are also subject to a duty of confidentiality to the same extent in favour of adapa.
3. Upon adapa's request, the Supplier shall immediately return all documents (including copies) containing Confidential Information.
4. The obligations to maintain confidentiality shall remain in force even after the termination of the business relationship.

XIII. Use of the adapa trademark

Without the prior written consent of adapa, the Supplier is not entitled to include and publish or otherwise use the trademarks or logos of adapa Group in reference lists and in other communication materials.

XIV. Data protection

Insofar as the Supplier processes personal data for and on behalf of adapa within the scope of the deliveries/services,

the Supplier is obligated to comply with the applicable statutory provisions, in particular the Data Protection Act as amended and the General Data Protection Regulation ("DSGVO"). Accordingly, the Supplier must conclude an order processing agreement with adapa at any time upon request pursuant to Art 28 DSGVO. If, in addition, data is to be transferred to recipients located in third countries outside the EEA for the provision of services on the part of the Supplier, the Supplier is additionally obliged to conclude EU standard contractual clauses or suitable equivalent guarantees (using the contract templates issued by the EU Commission) within the meaning of Art. 46 (2) lit. c and d of the GDPR.

XV. Force majeure

If the ability of adapa or the Supplier or a subcontractor, supplier or third party used by the Supplier to provide the delivery/service or even only a part of the owed obligations on time is prevented by a case of force majeure, such as strikes (including political strikes), lockouts, war and natural disasters, pandemics and the like, adapa shall be entitled to withdraw from the Contract in whole or in part or to demand the delivery/service or execution of a placed Purchase Order or even only a part thereof at a later date, without this giving rise to any claims on the part of the Supplier.

XVI. Compliance, Social Responsibility and Environmental Protection

The Supplier and its sub-suppliers are obliged to comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety and to work to reduce adverse effects on people and the environment in its activities. To this end, the Supplier shall set up and further develop a management system in accordance with ISO 14001 within the scope of its possibilities. The Supplier is also obliged to observe and comply with the principles of the Global Compact Initiative (www.unglobalcompact.org) of the United Nations. These relate in particular to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in respect of employment and occupation, environmental responsibility and the prevention of corruption. In addition, the Supplier is obliged to observe the principles of the Supplier Code of Conduct of the adapa Group in the respective valid version. If these standards are violated, adapa is entitled to withdraw from the Contract without notice period.

XVII. Export control

The Supplier undertakes vis-à-vis adapa that all export and export control regulations currently applicable to the contractual deliveries/services and their export and/or re-export will be complied with at all times. Furthermore, the Supplier undertakes to comply with all EU and US sanctions regulations and to check its business partners and sub/sub-suppliers against current UN, EU, US sanctions lists and OFAC lists. Any violation of these export and export control regulations entitles adapa to immediately terminate all existing contracts with the Supplier for cause and adapa shall be fully indemnified and held harmless in this regard.

XVIII. Place of performance, jurisdiction and applicable law

1. The place of performance of the Contract is the registered office of the adapa group company having placed the Purchase Order, unless otherwise agreed in the Contract.
2. In the event of disputes, the substantive laws of the country of the registered office of the adapa group company having placed the Purchase Order shall apply exclusively. This applies both to the conclusion of the Contract and to the claims arising from the Contract.
3. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
4. The exclusive jurisdiction of the competent courts at the registered office of the adapa group company having placed the Purchase Order is agreed for disputes.

XIX. Miscellaneous

1. All additions and amendments to the contract must be in writing and duly signed by the authorised signatories of both contracting parties.
2. Neither Party may assign, transfer, sublicense, subcontract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of the other Party.
3. No delay, failure or omission by either Party in asserting, exercising or pursuing any right, claim or remedy under this Agreement shall in any event be deemed a waiver thereof unless such right, claim or remedy has been expressly waived in writing.
4. The contestation or adjustment of the contract due to error (including calculation error) is excluded for the Supplier.
5. Should one of the provisions of the contract not be legally effective or become invalid, the validity of the remaining provisions of the contract shall not be affected thereby. In this case, the provision in question shall be interpreted within the scope of what is legally permissible in such a way that the economic and legal purposes originally intended by it are achieved as far as possible.