

## General Terms and Conditions of Purchase ( „GTC of Purchase“ )

of

### RAITEC GmbH

Goethestraße 80, 4020 Linz  
Company Register number FN 586670a,  
Regional Court of Linz  
( hereinafter referred to as “RAITEC” )

**Valid from November 2022**

### 1. Area of Validity and Application

Unless otherwise expressly agreed in RAITEC’s purchase order or in a written agreement between the Supplier and RAITEC, these General Terms and Conditions of Purchase (hereinafter referred to as „Terms and Conditions of Purchase“) shall apply to all purchase orders (supplies and services provided to RAITEC). They shall also apply to future orders, even if no explicit reference is made to these Terms and Conditions of Purchase. In each case, the applicable version of the Terms and Conditions of Purchase shall be the version valid at the time of the conclusion of the contract. Any general terms and conditions of the Supplier shall be excluded, even if RAITEC does not expressly contradict them. Any regulations deviating from the Terms and Conditions of Purchase shall not become part of the contract unless they form an integral part of the order or RAITEC expressly accepts them in writing.

The currently applicable version of these Terms and Conditions of Purchase is accessible at <https://www.raitec.at/de/ueber-uns/agb-und-impressum.html>.

### 2. Quotations, Cost Estimates, Test Equipment

Quotations or cost estimates for RAITEC shall be addressed to the RAITEC purchase department. Except where otherwise stated, the Supplier shall send all relevant correspondence by e-mail to [einkauf@raitec.at](mailto:einkauf@raitec.at).

All quotations or cost estimates shall be provided free of charge and shall be binding for one month from receipt, unless a longer period is specified in the quotation.

In its quotation, the Supplier shall provide all information enabling RAITEC to conduct a profound examination of the offer.

If equipment is required for the purpose of carrying out tests, the Supplier shall provide RAITEC with such equipment for a defined period of time and free of charge.

### 3. Purchase Orders

Without exception, written purchase orders placed by representatives of RAITEC who are authorised to do so

shall be considered to be binding; purchase orders placed by e-mail or fax shall also be deemed to be in writing.

All purchase orders must be acknowledged by the Supplier in writing immediately upon receipt, specifying the delivery time. Otherwise, RAITEC shall have the right to withdraw the purchase order by unilateral declaration to the Supplier within 14 days from the purchase order and to withdraw from the contract without compensation.

Upon RAITEC’s request, any orders for supplies and/or services which are provided by the Supplier even though the above-mentioned formal requirements for purchase orders haven’t been met shall be rescinded at the expense and risk of the Supplier. If payments have already been made by RAITEC for these supplies or services, the Supplier must refund all payments received for these supplies or services free of charge and without any deductions and organise the return transport of any goods and products already delivered in consultation with RAITEC and free of charge for the latter.

In the case of framework agreements, the Supplier must inform RAITEC of any future impossibility of ordering a device/model defined in the framework agreement. This information must be sent to RAITEC in written form (also by e-mail) and in time for RAITEC to receive it at least three months before the last ordering possibility.

### 4. Prices

In the absence of other explicit agreements, all prices stated shall be gross prices including all taxes, duties and ancillary costs such as any packaging, shipping and transport costs incurred. The agreed prices, or the prices on which the contract is based, shall be deemed to be firm prices. No price escalation clauses will be accepted. The Supplier must pay any taxes, levies, fees, social security contributions, and similar costs charged to it.

In the event of contracts for the performance of recurring obligations, prices may be adjusted for the first time after three years and thereafter once per year, but by no higher amounts than in accordance with the consumer price index 2015 (base year 2015) published by Statistik Austria or any such index replacing it. The Supplier shall give prior written notice of any increase, observing a three-month period of notice.

### 5. Provision of Services / Personnel

If services are ordered, the hourly rates quoted by the Supplier are considered to be gross, including all ancillary costs (travel costs, hotel costs, travel expenses, travel times, (daily) allowances, etc.). No ancillary costs (including but not limited to travel time) may be invoiced separately. Upon request, the Supplier shall make the qualifications and CVs of the personnel provided available to RAITEC. RAITEC shall be entitled to object to the provision of certain members of the Supplier’s staff at any time.

### 6. Terms of Delivery for Supplies and Services

All supplies shall be packed securely for transport and delivered carriage paid to the agreed place of delivery. The Supplier shall thus bear all transport, insurance, packaging and other ancillary costs and fees incurred in connection with the delivery.

The transfer of risks shall take place upon handover to RAITEC at the place of delivery specified in the order, also if the goods are shipped. The relevant dispatch notes must be included in the scope of supply.

The Supplier shall perform its deliveries and/or services as agreed, complying with the applicable statutory provisions, administrative orders and standards, and in accordance with the generally accepted rules and the state of the art.

For the performance of the contract, the Supplier may not employ subcontractors without prior written consent. The Supplier shall have no right to make any declarations to or assume any obligations vis-à-vis any third parties on behalf of RAITEC.

If the Supplier fails to deliver its supplies / perform its services within the agreed delivery time, it shall be considered to be in default, even without a reminder from RAITEC, upon expiration of the last day of the delivery time (see Clause „12. Default“).

Any delivery made prematurely without the consent of RAITEC shall not affect the agreed payment term that is subject to the scheduled delivery dates.

### 7. Payment Terms and Invoices

The terms of payment are: net 30 days, after due and correct delivery and receipt of invoice. RAITEC shall be entitled to a discount of 3% of the purchase order amount if it effects the payment within 14 days from receipt of the invoice.

All invoices are to be sent either by mail or by e-mail ([rechnungen@raitec.at](mailto:rechnungen@raitec.at)) to the accounting department of RAITEC. Invoices shall be issued in compliance with the Austrian VAT Act. Each invoice shall cover one purchase order only and shall be structured in the same way as the purchase order. Each invoice must show at least the following details:

- Purchase order number
- Quantity, specification
- Prices
- Supplier's VAT identification number ("UID-Nummer")
- Supplier's banking data.

RAITEC may reject invoices that do not comply with these requirements; this shall prevent the due date for the receivables stated therein from becoming effective.

The payment period shall commence either

- upon performance in accordance with the contract or
- upon the supplies having been positively accepted by RAITEC or
- upon receipt of a properly issued invoice.

(The payment term shall be subject to the date of receipt of the invoice by RAITEC, not to the date of the invoice as stated on the invoice).

The commencement date of the payment term shall, in all cases, be tied to whichever event is the latest to occur in a concrete case.

By issuing the transfer order to the bank no later than on the due date, RAITEC shall be deemed to have effected the payment in due course. Any bank charges of the receiving bank shall be borne by the Supplier.

Payment of an invoice does not imply any acknowledgement that the Supplier's supplies/services are free from defects, nor shall payment imply a waiver of any warranty claims and/or claims for damages.

The Supplier must not offset any receivables against any claims of RAITEC and must not assign any of its receivables from third parties, except with the prior written consent of RAITEC.

### 8. Secrecy Obligation / Data Protection

The contracting parties undertake to treat the contents of this agreement confidentially, in particular the amount of the consideration as well as the conclusion of the agreement and its contents; they shall neither disclose these facts to third parties, unless these parties are under an obligation to disclose these facts in the context of judicial or administrative proceedings, nor make them otherwise accessible or use them themselves for purposes other than the performance of the contract. The same shall apply to all documents and data received from RAITEC (together referred to as „Confidential Information“). Any Confidential Information shall be returned to RAITEC by the Supplier upon RAITEC's request or demonstrably destroyed in a non-recoverable manner.

Furthermore, the Supplier undertakes to comply with the secrecy provisions of the Austrian Data Protection Act and, as the case may be, the Austrian Banking Act, the provisions on insider trading under the Stock Exchange Act and the Securities Supervision Act. The Supplier may only use such persons and subcontractors for the performance of the contract who have contractually undertaken to comply with the above-mentioned acts.

In particular, the Supplier shall take organisational measures to ensure that only those members of its staff and subcontractors have access to the Confidential

Information that are indispensable for the performance of the contract.

Publications and public notifications regarding the conclusion of this agreement shall be made either jointly by the contracting partners or by one contracting partner after obtaining written approval of the content of the publication or public notification from the other partner.

### 9. Guarantee and Warranty

The Supplier shall grant RAITEC a guarantee period of at least two years.

If the manufacturer of the products or the goods or the Supplier's sub-supplier grants further warranty or guarantee rights exceeding the statutory warranty rights, the Supplier shall pass these on to RAITEC in full.

The duration of the statutory warranty period cannot be limited. If defects are notified within two years, it shall be presumed that they were already present at the time of delivery or acceptance. There shall be no obligation to inspect the goods for defects within the meaning of Arts. 377 and 378 of the Austrian Commercial Code.

In the event of the occurrence of defects, RAITEC shall be free to choose between replacement, rectification or price reduction. If RAITEC insists on rectification or replacement, RAITEC shall be entitled to retain the entire consideration until complete performance of the services/supplies due. A defect shall be deemed not rectifiable if two unsuccessful attempts at rectification have been made.

### 10. Liability and Damages

The Supplier shall be fully liable for indirect and direct damage caused by negligence or intent on its part or on the part of its employees and agents. The Supplier shall also be liable for ensuring that its services do not violate the rights of third parties and shall hold harmless and indemnify RAITEC in the event of a claim in this regard.

### 11. Termination

RAITEC shall be entitled to withdraw from the contract with the Supplier with immediate effect if the Supplier

- has violated essential contractual obligations,
- has violated legal provisions in the performance of the contract,
- has not performed the agreed services despite being granted a reasonable grace period, or
- if insolvency proceedings have been instituted against the Supplier or such proceedings have not been instituted for lack of sufficient assets.

RAITEC shall also be entitled to withdraw from the contract if the performance of the services is impossible.

Furthermore, RAITEC shall have a right of extraordinary

termination for cause, with regard to any legal transactions arising from any purchase orders placed or individual contracts concluded, with immediate effect by giving notice in writing.

### 12. Default

The Supplier shall inform RAITEC immediately of any foreseeable delays, stating the reasons. If the Supplier violates this duty to inform, it shall bear all costs and follow-up costs incurred by it, RAITEC or third parties as a result of the delayed supply or service, as well as the costs for any special transport (the same applies to partial deliveries which were not agreed in advance).

If the Supplier is in default with its supplies or services, RAITEC may insist on the purchase order or the individual contract being fulfilled or may withdraw from the order placed or the individual contract concluded after granting a reasonable grace period. At all events (i.e., in the event of maintaining or withdrawing from the order or the individual contract), RAITEC shall additionally be entitled to claim liquidated damages in the amount of 0.5% of the purchase order amount per day of delay or part thereof, up to 20% of the purchase order amount. The Supplier shall be liable for payment of the liquidated damages even if the ordered supplies or services or parts thereof have been accepted by RAITEC without reservation. However, this shall not preclude assertion of further claims for damages.

In a case of one-off performance (target obligations), for the purpose of the present Terms and Conditions of Purchase, the purchase order amount shall be understood to mean the respective net order value or net contract value, including any performance-related consideration components/bonuses (assuming 100% target achievement). In a case of recurring services (contracts for the performance of recurring obligations such as for rent, maintenance, ongoing servicing, etc.), it is the net total amount that is to be paid for the continuous provision of services over the term of the contract. If recurring services are agreed for an indefinite period, the purchase order amount shall correspond to the net total amount that would have to be paid for the continuous provision of services over a period of 36 months.

Any additional costs, damage and loss of profit occurring due to a delay in fixed transactions within the meaning of Article 919 of the General Civil Code which is not attributable to RAITEC shall be borne by the Supplier. In particular, this also includes all fees and expenses that have to be incurred for a substitute purchase or, in the absence of the possibility of a substitute, the full costs for outage and rescheduling.

### 13. References

Any references made by the Supplier to RAITEC, in particular the use or display of trademarks and logos on the website

## GTC of Purchase

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or in other publications of the Supplier, must be approved by RAITEC in writing. Any references previously approved may be revoked by RAITEC at any time.

### 14. Miscellaneous

Any amendments or supplements to this agreement must be made in writing, as must any waiver of the written form requirement. Communications by e-mail and fax generally satisfy this written form requirement. No oral side agreements have been concluded.

If any provision of these Terms and Conditions of Purchase is invalid in whole or in part, the validity of the remaining provisions shall not be affected. In such a case, the contracting parties shall immediately enter into negotiations to amend the provision concerned so that it becomes valid and lawful in its amended form and meets the original volition of the contracting parties in the best possible way.

This agreement shall be governed by the laws of Austria, excluding its conflict of law rules. The applicability of the UN Convention on the International Sale of Goods shall be excluded.

Any disputes arising from and in connection with this contract shall be settled by the materially competent court in Linz. The parties shall endeavour to reach an amicable settlement in the event of disputes.

The Supplier confirms that there are no intermediaries deriving personal and/or economic advantages from the conclusion of an agreement with RAITEC.

The Supplier shall ensure that the operating sites and transshipment points where the goods intended for RAITEC are produced, stored, processed or treated, loaded and transported are protected against unauthorised access by third parties within a secure supply chain and that the workers employed for the stated purposes are reliable.