

GENERAL TERMS AND CONDITIONS OF PURCHASE

TRIPAN Leichtbauteile GmbH & Co KG

ONLY THE GERMAN VERSION IS LEGALLY VALID.

TRIPAN
LEICHTBAUTEILE

1. VALIDITY

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply to all orders or commissions for the delivery of goods and/or the provision of services (hereinafter referred to as "Orders") by TRIPAN Leichtbauteile GmbH & Co KG, a limited liability company based in Hörsching with its business address at 4063 Hörsching, Am Kirchenholz 2, registered in the commercial register at the Wels Regional Court under FN 499038f (hereinafter referred to as "TRIPAN"), on the basis of which a supplier or service provider, regardless of whether the supplier or service provider is a natural or legal person (hereinafter referred to as "Supplier"), enters into or already has a business relationship with TRIPAN or is commissioned by TRIPAN. These GTC are an integral part of every contract concluded by TRIPAN with a supplier and replace any general terms and conditions of the supplier (hereinafter referred to as "GTC"). Any GTC of the supplier are hereby expressly rejected; these GTC shall not (even tacitly) become part of a contract concluded between TRIPAN and the supplier, unless TRIPAN expressly agrees to the inclusion of the GTC in writing.
- 1.2. The execution of the order by the supplier shall be deemed acceptance of these GTC.
- 1.3. These GTC apply to all future transactions, even if no express reference is made to them in individual cases, in particular in the case of future supplementary or follow-up orders or contracts.
- 1.4. The EKB apply in the version available on the TRIPAN website (www.tripan.at) at the time the respective contract is concluded.

2. OFFERS

- 2.1. Unless expressly agreed otherwise in writing, offers, samples, cost estimates, consultations, and consultation documents are free of charge and non-binding for TRIPAN. Offer documents are not to be returned by TRIPAN.
- 2.2. The supplier must expressly indicate in a quotation, in a prominent position, if the quotation is not binding. If the supplier fails to provide this information, the quotation shall be considered binding for at least 12 working days (including Saturdays).
- 2.3. Delivery periods and delivery dates specified in the supplier's offers or agreements with the supplier are binding, unless the supplier expressly states otherwise in its offer. Delivery periods commence upon conclusion of the contract or, if earlier, upon receipt of the order by the supplier.
- 2.4. Plans, drawings, drafts, models, samples, etc., which have been sent by TRIPAN to the supplier in the course of submitting an offer or executing an order, remain the property of TRIPAN and may not be used, reproduced, or made available to third parties by the supplier for purposes other than preparing an offer or executing an order without the express consent of TRIPAN.
- 2.5. The language of negotiation and contract is German. TRIPAN is entitled to have all documents and papers submitted to TRIPAN by the supplier (or on behalf of the supplier) in a language other than German in the course of submitting an offer and/or processing an order and/or executing a contract translated into German. The supplier is obliged to reimburse reasonable translation costs.

3. ORDERS

- 3.1. Orders from TRIPAN must always be placed in writing. Verbal orders are not binding for TRIPAN and do not give rise to any claims whatsoever on the part of the supplier against TRIPAN for contract performance or damages. This applies equally to changes and additions to orders. Other (verbal) commitments, assurances, and guarantees on the part of TRIPAN or agreements deviating from these GTC in connection with the order or the subsequent conclusion of the contract shall only be binding on the supplier if confirmed in writing by TRIPAN.

- 3.2. Orders must be confirmed in writing by the supplier without delay (order confirmation). If the supplier does not send a written order confirmation within five working days of receiving an order, TRIPAN may withdraw from its order within a period of 14 days or, if a contract has already been concluded, withdraw from the contract. In this case, the supplier shall not be entitled to any claims for contract performance or damages. TRIPAN may claim damages from the supplier for any losses caused by the withdrawal from the contract and/or the delay.
- 3.3. A delivery date that differs from the order in an order confirmation or any other deviating delivery or payment terms shall only become binding if TRIPAN expressly agrees to this in writing.
- 3.4. Any transfer of the ordered or commissioned delivery or service to third parties (subcontractors) requires the prior written consent of TRIPAN.
- 3.5. Unless expressly stated otherwise, prices quoted (even without currency specification) are always in euros excluding sales tax. Any sampling costs or other costs incurred by the supplier in fulfilling an order are always included in the prices quoted, unless expressly agreed otherwise.

4. DELIVERIES AND SERVICES

- 4.1. The supplier is liable for ensuring that the goods or services ordered by TRIPAN have the stipulated or usually expected characteristics and that they correspond to a description, sample, or model provided by the supplier (§ 922 ABGB).
- 4.2. The supplier must ensure (and verify) that the goods or services ordered by TRIPAN are technically suitable and comply with legal standards (e.g., building regulations, trade regulations, etc.) and/or technical standards (ÖNORM, DIN, etc.) for the intended use by TRIPAN. In this regard, the supplier has a duty to investigate, warn, and inform TRIPAN. The confidentiality agreement must be signed and returned once.
- 4.3. If the technical standards on which a contract is based, such as ÖNORM or DIN, contain liability provisions, or the validity of a contract template, in particular ÖNORM B2110, which contains liability provisions, has been agreed, or the application of the supplier's general terms and conditions, which contain liability provisions, has been expressly agreed, any liability limitations in favor of the supplier contained in these standards, contract templates, terms and conditions, or similar, in favor of the supplier or liability provisions that are disadvantageous from TRIPAN's point of view (in particular, maximum liability limits, rules on the distribution of the burden of proof, rules on attribution, and statutes of limitations that deviate from these GTC or the dispositive law) shall not apply. Any limitations of liability in favor of the supplier or liability provisions that are disadvantageous from TRIPAN's point of view are expressly rejected in advance. These shall not become part of the contract despite any agreement in ÖNORM standards, contract templates, general terms and conditions, or similar. Limitations of the supplier's liability can only be agreed upon by express written agreement between TRIPAN and the supplier.
- 4.4. The supplier shall be fully liable for any damage caused by it in accordance with the provisions of applicable law; this expressly excludes any limitations of liability or liability caps that have not been negotiated in detail and product liability insurance (in particular those contained in ÖNORM standards, contract templates, general terms and conditions, or similar).
- 4.5. The supplier must immediately notify us of any delivery delays, stating the reasons.
- 4.6. Partial deliveries require the prior express written consent of TRIPAN. Any partial delivery that has not been expressly approved in writing shall result in consequences of default (damages, right to withdraw from the contract, etc.). Partial deliveries must be identified as such in all cases.
- 4.7. Deliveries made before a specified or agreed delivery date and partial deliveries that have not been expressly approved in writing by TRIPAN may be returned by TRIPAN at the supplier's expense or (at TRIPAN's discretion) stored with third parties. TRIPAN may refuse acceptance in any case.

- 4.8. Unless expressly agreed otherwise in writing, deliveries to TRIPAN shall always be made carriage and packaging paid. The supplier shall bear the transport risk in all cases.
- 4.9. Deliveries must be accompanied by a packing slip and a delivery note containing the order details (order and item number, item description, supplier number, etc.).
- 4.10. TRIPAN is not obliged to accept deliveries outside the opening hours of the TRIPAN warehouse. If TRIPAN accepts goods outside opening hours (e.g. during the night), the supplier bears the risk of damage, theft, or loss of the goods for the period until the TRIPAN warehouse reopens as normal. The regular opening hours of the TRIPAN warehouse are: Mon-Thu 7:00 a.m.-3:30 p.m. and Fri 7:00 a.m.-11:00 a.m.
- 4.11. In cases where TRIPAN is unable to fulfill its contractual obligations, in particular its obligations to cooperate, or where such fulfillment is made significantly more difficult due to force majeure, strikes, or unrest, TRIPAN may withdraw from the contract or demand that the delivery or service be performed at a later date without the supplier being entitled to any claims. This shall not affect the supplier's right to withdraw from the contract in the event of delays that make it unreasonable to be bound by the contract.

5. NOTICE OF DEFECTS AND WARRANTY

- 5.1. TRIPAN shall inspect the deliveries and/or services of the supplier for defects in accordance with the circumstances of proper business operations and, if necessary, notify the supplier of any defects in writing. However, the supplier expressly waives TRIPAN's obligation to inspect and give notice of defects (§§ 377, 378 UGB), in particular the objection of late notification of defects.
- 5.2. Any confirmation of receipt or acceptance issued by TRIPAN shall not be deemed to constitute acknowledgment of the completeness or faultlessness of the goods.
- 5.3. If defects are found during random checks, TRIPAN shall be entitled to warranty rights and claims for damages for the entire delivery and/or service.
- 5.4. Unless otherwise specified in these EKB, the general warranty rules and periods of the ABGB (Austrian Civil Code) apply, unless expressly agreed otherwise in writing.

6. PAYMENT

- 6.1. The supplier's payment deadlines shall commence at the earliest upon receipt by TRIPAN of a proper invoice that complies with the requirements of the German Value Added Tax Act (UStG), but in any case not before the complete delivery or performance of the agreed goods and/or services.
- 6.2. Unless otherwise agreed in writing, the following payment terms apply: 14 days with a 3% discount or 60 days net. Discount periods may be extended by up to 5 working days due to weekly payments.
- 6.3. The supplier may not assign its claim against TRIPAN to third parties without TRIPAN's prior written consent. TRIPAN may not unreasonably withhold its consent to an assignment of claims.
- 6.4. TRIPAN is expressly entitled to offset even disputed claims against the supplier. The supplier, on the other hand, is only entitled to offset claims insofar as counterclaims have been established by a court of law or recognized by TRIPAN.
- 6.5. In the event of a defective or non-contractual delivery or service (or part thereof), TRIPAN shall be entitled to withhold payment in full until contractual performance has been fulfilled in full. The payment periods shall recommence after contractual performance has been fulfilled in full.
- 6.6. Payment by TRIPAN shall not be construed as acknowledgment of the claim asserted by the supplier, nor shall it constitute a waiver of any rights to which TRIPAN is entitled (in particular under warranty or damages). Unless otherwise agreed, product documentation (such as factory certificates) must be

supplied.

7. LIMITATION OF LIABILITY BY TRIPAN

- 7.1. It is hereby stipulated that TRIPAN shall only be liable to the supplier for damages due to financial losses in cases of intent or gross negligence on the part of TRIPAN. The limitation periods of § 1489 ABGB (Austrian Civil Code) are shortened to the effect that claims for damages against TRIPAN must be asserted in court within six months of becoming aware of the damage and the party responsible for it, but no later than five years after conclusion of the contract, otherwise they shall become time-barred.
- 7.2. TRIPAN's liability, regardless of the legal basis for liability (contract, tort, strict liability, or other legal basis), shall be limited, to the extent permitted by law, to the order value of the contract whose obligations TRIPAN has breached. TRIPAN shall not be liable to the supplier for lost profits, loss of use, contract losses, or any other consequential damages.
- 7.3. The exclusion of liability also covers claims against TRIPAN employees, representatives, and vicarious agents for damages they cause to the supplier without reference to a contract on their part with the supplier.
- 7.4. If the technical standards on which a contract is based, such as ÖNORM or DIN, contain liability provisions, or the validity of a contract template, in particular ÖNORM B2110, which contains liability provisions, has been agreed, or the application of the supplier's general terms and conditions, which contain liability provisions, has been expressly agreed, then, if the liability provisions contained in these standards, contract templates, terms and conditions or similar would constitute an extension of TRIPAN's liability compared to the limitations of liability specified in sections 7.1 to 7.3, the limitations of liability specified in sections 7.1 to 7.3 shall apply in any case. Stricter liability provisions that are disadvantageous to TRIPAN are expressly rejected in advance. These shall not become part of the contract despite any agreement on ÖNORMEN, contract templates, general terms and conditions, or similar.

8. CONFIDENTIALITY

- 8.1. The supplier is obliged to treat all information that becomes known to it through inquiries, orders, the conclusion and execution of contracts, or otherwise through its business cooperation with TRIPAN, in particular disclosed or otherwise obtained business and trade secrets of TRIPAN, as strictly confidential. The supplier may only disclose such information to third parties with the prior express written consent of TRIPAN. The supplier shall indemnify and hold TRIPAN harmless in the event of a breach of this confidentiality obligation.
- 8.2. The supplier may only refer to the business relationship with TRIPAN, in particular for advertising purposes, with the prior written consent of TRIPAN.
- 8.3. The obligation to maintain confidentiality shall remain in force indefinitely and shall only end if and to the extent that the information in question becomes generally known without this being attributable to a breach of contract by the supplier, or if TRIPAN waives the confidentiality obligation in writing.

9. SUSTAINABILITY COMMITMENTS AND DATA PROTECTION

- 9.1. The supplier undertakes to comply with environmental, social, and human rights standards in accordance with applicable national and international regulations (e.g., Supply Chain Due Diligence Act, REACH, RoHS). TRIPAN may request appropriate evidence.
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10. EXPORT CONTROL AND SANCTIONS

- 10.1. The supplier guarantees that no national or international export control or sanction regulations will be violated. TRIPAN may withdraw from the contract in the event of a breach.

11. TITLE RETENTION AND MATERIAL PROVISION

- 11.1. The supplier expressly waives any agreement on retention of title, and any written agreement to the contrary by TRIPAN is expressly rejected in advance. Ownership of the delivery shall pass to TRIPAN without delay after unloading of the goods to be delivered on the TRIPAN factory premises (place of performance), and ownership of a service shall pass to TRIPAN after complete performance and acceptance of the service by TRIPAN, in each case free of charge.
- 11.2. Any materials provided by TRIPAN shall remain the property of TRIPAN and must be stored and labeled separately at the supplier's premises. In the event of depreciation or loss, the supplier shall provide appropriate replacement. The supplier must check the suitability and correctness of the materials provided immediately upon receipt. TRIPAN is entitled to enter the location of the materials provided, insofar as this is reasonable for the supplier, after giving reasonable advance notice.

12. THIRD-PARTY PROPERTY RIGHTS

- 12.1. The supplier confirms that its delivery and/or service does not infringe any third-party property rights or copyrights and indemnifies TRIPAN in this regard.

13. FINAL PROVISIONS

- 13.1. Should individual parts of these GTC be invalid, this shall not affect the validity of the remaining parts. TRIPAN and the supplier hereby undertake to jointly agree on a replacement provision that comes as close as possible to the economic result of the invalid provision, based on the principle of fair dealing between contracting parties.
- 13.2. Austrian law applies, excluding the referral and conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods. The place of performance is the registered office of TRIPAN.
- 13.3. The exclusive place of jurisdiction for all disputes arising from (or in connection with) orders and/or the contractual relationship or future contracts between TRIPAN and the supplier is the court with jurisdiction for Linz.