

General Terms and Conditions of Purchase

for Purchase Orders of Glaunach GmbH

Rev. B, effective October 2026. Supersedes all prior versions.

1 Scope

- 1.1 These General Terms and Conditions of Purchase ("GTCP") apply to all purchase orders for goods and services placed by Glaunach GmbH ("we") with suppliers in Austria and abroad ("Supplier"). They also apply to all future orders.
- 1.2 The Supplier's terms of sale or delivery shall not apply, even if we do not expressly object to them, if they are available to us, or if we accept or pay for deliveries without reservation. They apply only if expressly accepted by us in writing.
- 1.3 Individual agreements in our purchase order take precedence over these GTCP.

2 Purchase Order and Order Confirmation

- 2.1 Purchase orders and amendments must be made in writing; e-mail suffices. The Supplier shall confirm the order in writing within 5 working days, stating the price and a binding delivery date. If the Supplier begins performance earlier, the order is deemed accepted on our terms.
- 2.2 Any deviations from the purchase order must be expressly highlighted in the order confirmation. They become effective only if confirmed by us in writing.
- 2.3 We may request changes to design, quantity or delivery dates to the extent reasonable for the Supplier. Effects on price and delivery date shall be settled appropriately by mutual agreement. The Supplier shall notify us of such effects without delay.

3 Prices

- 3.1 Agreed prices are fixed prices and, unless otherwise agreed, are DAP Glaunach works, Klagenfurt (Incoterms® 2020), including packaging and all ancillary costs, plus statutory VAT.
- 3.2 If no prices are stated in the purchase order, they shall be specified in the order confirmation and are subject to our approval. Excess deliveries will not be paid for.
- 3.3 With the delivery, the Supplier shall state its licence number for packaging disposal. Otherwise, the packaging shall be taken back at the Supplier's expense.

4 Delivery, Shipment, Passing of Risk

- 4.1 The place of performance is our works in Klagenfurt am Wörthersee, Austria, or any other place of delivery specified by us. Risk passes to us only upon handover at that place, even if we bear the transport costs.
- 4.2 Partial and early deliveries are permitted only with our consent. In case of early delivery, the payment period starts only on the agreed delivery date.
- 4.3 The mode of transport shall be agreed with us unless specified by us. Goods shall be packed so as to prevent transport damage. For overseas shipments, packaging must be seaworthy; wooden packaging must comply with ISPM 15.
- 4.4 Each delivery shall be accompanied by a delivery note stating our order number, items, quantities and, where applicable, heat numbers. We may reject deliveries without such information at the Supplier's expense.

5 Delivery Dates and Delay

- 5.1 Agreed delivery dates are binding. The decisive factor is receipt of the complete delivery including documentation at the place of performance.
- 5.2 As soon as the Supplier becomes aware that it cannot meet a delivery date, it shall inform us in writing without delay, stating the reasons and a new binding date. If this date is not acceptable to us, we may withdraw from the contract without granting a grace period. We may also require the Supplier to take special measures at its own expense, such as overtime, extra shifts or express shipment.
- 5.3 In case of delay, the Supplier shall pay a contractual penalty (liquidated damages) of 0.5% of the total order value for each week or part thereof, up to a maximum of 10%. We reserve the right to claim further damages, in particular penalties charged to us by our customers due to the delay.
- 5.4 Unconditional acceptance of a delayed delivery does not constitute a waiver of our claims. We may claim the contractual penalty until final payment.

6 Quality, Regulations, Documentation

- 6.1 The Supplier shall maintain a quality management system in accordance with ISO 9001 or equivalent. It shall carry out inspections during manufacture and before delivery such that incoming inspection at our premises can be dispensed with. We, our customers and notified bodies may audit the system and production after prior notice.
- 6.2 Deliveries must comply with the state of the art and all regulations applicable at the time of delivery, in particular the Pressure Equipment Directive 2014/68/EU, the Machinery Directive 2006/42/EC or the Machinery Regulation (EU) 2023/1230, REACH and RoHS, where applicable. Required CE markings, declarations of conformity and certificates shall be supplied.
- 6.3 Material certificates shall be supplied at least to EN 10204 3.1 or in the form ordered. They must be clearly traceable to the delivered material by heat number and marking. Traceability shall be ensured until delivery.
- 6.4 The agreed documentation forms part of the delivery. Missing, incomplete or incorrect documents constitute a defect. Costs of re-inspection, replacement certificates or resulting delays shall be borne by the Supplier.
- 6.5 Changes to materials, manufacturing processes, production site or sub-suppliers, as well as subcontracting of orders to third parties, require our prior written consent. The Supplier shall flow down these conditions to its sub-suppliers.

7 Origin, Customs, Sanctions, CBAM

- 7.1 The Supplier shall comply with all applicable export control, customs, embargo and sanctions regulations. It confirms that the goods delivered do not contain iron or steel from Russia or Belarus and have not been processed from such input material, in particular within the meaning of Art. 3g of Regulation (EU) 833/2014. It shall provide corresponding evidence upon request.
- 7.2 For deliveries from within the EU, invoices must state the exact description of goods, customs tariff number, country of origin, net mass in kilograms and the VAT identification numbers. Upon request, the Supplier shall issue supplier's declarations on preferential origin.
- 7.3 For deliveries from non-EU countries, the Supplier shall provide in due time all documents required for import, in particular commercial invoice, proofs of origin and preference, and customs tariff numbers. For goods covered by the Carbon Border Adjustment Mechanism (Regulation (EU) 2023/956, CBAM), the Supplier shall provide the required emissions data no later than with the delivery.
- 7.4 Costs, duties, levies and penalties incurred by us as a result of any breach of these obligations or of missing or incorrect information shall be borne by the Supplier, who shall indemnify and hold us harmless in this respect.

8 Incoming Goods and Notice of Defects

- 8.1 The duty to inspect and give notice of defects under Sec. 377 et seq. of the Austrian Commercial Code (UGB) is excluded. Upon receipt, we inspect the goods only for identity, quantity and externally visible transport damage.
- 8.2 We shall notify defects within 14 days of their discovery. Acceptance, processing or payment of the goods shall not constitute approval of any defects.

9 Warranty

- 9.1 The goods must have the warranted and agreed properties, be fit for the use presupposed in the purchase order and comply with the state of the art.
- 9.2 Unless otherwise agreed, the warranty period is 36 months from acceptance by us. For parts which we incorporate into deliveries to our customers, it ends no earlier than 24 months after commissioning at the end customer, but no later than 42 months after acceptance by us.
- 9.3 The warranty period is suspended between notification of a defect and its remedy. For repaired or replaced parts, the period starts anew.
- 9.4 We may, at our option, demand repair or replacement. If the defect is not remedied within a reasonable period or in urgent cases, we may remedy the defect ourselves or have it remedied by third parties at the Supplier's expense. Our rights to price reduction, rescission and damages remain unaffected.
- 9.5 The Supplier shall bear all costs associated with remedying defects, in particular for dismantling and reinstallation, transport, travel, inspections, sorting and access, even if the goods are already located at the end customer's site abroad.
- 9.6 The Supplier warrants that the delivery does not infringe any third-party intellectual property rights and shall indemnify and hold us harmless against all third-party claims arising therefrom.

10 Liability and Insurance

- 10.1 The Supplier is liable in accordance with the statutory provisions. It shall indemnify and hold us harmless against all third-party claims attributable to a defect in its delivery, including claims under product liability laws and the costs of any recall or replacement action.
- 10.2 The Supplier shall maintain general and product liability insurance with a coverage of at least EUR 5 million per claim and shall provide evidence thereof upon request.

11 Invoicing

- 11.1 Invoices shall be sent immediately after delivery or performance to Glaunach GmbH, Koningsbergerstraße 22, 9020 Klagenfurt, Austria, or electronically to office@glaunach.com. A separate invoice stating our order number shall be issued for each purchase order. Material invoices must state the mode of shipment.
- 11.2 Invoices without an order number or the information specified in 7.2 will be returned. They are deemed not issued until a proper invoice is received.

12 Payment

- 12.1 Unless otherwise agreed, we pay within 14 days with a 2% cash discount or within 30 days net. The period starts upon complete receipt of the goods, the agreed documentation and a proper invoice, but not before the agreed delivery date.
- 12.2 We may set off all counterclaims and withhold payments to a reasonable extent in case of defective or incomplete delivery.
- 12.3 Payment does not constitute acknowledgement of any terms, prices or the absence of defects.

13 Materials Provided by Us

- 13.1 Materials, tools and documents provided by us remain our property. The Supplier shall immediately mark them as our property, store them separately and use them exclusively for our order. Remaining quantities shall be returned to us without delay.
- 13.2 The Supplier is liable for loss and damage up to the replacement value and shall insure the provided items at its own expense against the usual risks. It shall notify us immediately of any seizure or other third-party interference. Transport damage to provided items shall be claimed against the carrier without delay.

14 Documents, Intellectual Property, Confidentiality

- 14.1 Drawings, calculations, models, samples and other documents provided by us to the Supplier remain our property. The same applies to documents and work results prepared by the Supplier according to our specifications, in which we hold the exclusive and unrestricted rights of use.
- 14.2 The Supplier may use such documents only for our order. It may not reproduce them, make them available to third parties or use them for its own purposes. In particular, it may not deliver or offer to third parties any parts manufactured according to our documents or specifications. Upon completion of the order, or if no order is placed, the documents shall be returned or deleted without request.
- 14.3 The Supplier shall treat purchase orders, the related work and all information received as trade secrets, also after termination of the contract, and shall bind its employees and sub-suppliers accordingly. It may refer to its business relationship with us only with our written consent.
- 14.4 For each culpable breach of this section, the Supplier shall pay liquidated damages (contractual penalty) of 10% of the order value, but not less than EUR 10,000, irrespective of proof of damage. The parties acknowledge that this amount reflects our legitimate interest in protecting our know-how and is reasonable. We reserve the right to claim further damages and injunctive relief.

15 Force Majeure

- 15.1 Events of force majeure release the affected party from its obligations for their duration. The Supplier shall inform us without delay and do everything reasonable to minimise the effects. Delays by its own suppliers and shortages of material or personnel do not constitute force majeure unless they are themselves caused by force majeure.
- 15.2 If the impediment lasts longer than 4 weeks, we may withdraw from the contract in whole or in part and procure the goods elsewhere, without the Supplier being entitled to any claims.

16 Compliance

- 16.1 The Supplier shall comply with the applicable regulations on occupational safety, minimum wages, environmental protection and anti-corruption and rejects child and forced labour. It shall use its best efforts to ensure compliance by its sub-suppliers.
- 16.2 In case of serious violations, we may withdraw from the contract and terminate the business relationship.

17 Governing Law, Place of Performance, Jurisdiction

- 17.1 These GTCP are governed exclusively by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). This applies to suppliers in Austria and abroad.
- 17.2 The place of performance for delivery and services is the place of delivery stated in the purchase order, otherwise our works in Klagenfurt am Wörthersee, Austria.
- 17.3 Jurisdiction for all disputes lies with the competent court in Klagenfurt am Wörthersee. We may also sue the Supplier at its registered seat.
- 17.4 Notwithstanding 17.3, for Suppliers domiciled outside the EU, the EEA and Switzerland, all disputes shall be finally settled under the Rules of Arbitration of the Vienna International Arbitral Centre (VIAC) by a sole arbitrator. The seat of arbitration is Vienna, the language of the proceedings is English or German. Our right to sue the Supplier at its registered seat remains unaffected.

18 Final Provisions

- 18.1 The Supplier may transfer rights and obligations under the contract to third parties only with our written consent.
- 18.2 Amendments and supplements require written form; e-mail suffices. Should any provision be invalid, the remaining provisions remain valid. The invalid provision shall be replaced by one that is economically equivalent.
- 18.3 We process personal data in accordance with the GDPR. Further information is available in our privacy policy at www.glaunach.com/legalnotice.
- 18.4 These GTCP are available in German and English. In case of discrepancies, the German version prevails.