

For our orders, unless otherwise expressly agreed upon in writing, the following General Terms and Conditions of Purchase (GTCP) apply exclusively. These also apply if they contradict the General Terms and Conditions of the Contractor unless we explicitly confirm them in writing. In such a case, the conflicting GTCP of the Contractor only apply to the respective specific business case. Silence on documents sent to us that are based on different GTCP in no way constitutes acceptance of the different GTCP. Our GTCP also apply to any subsequent transactions with a corresponding contractor:

1. Validity: Only written orders shall be valid. Fax and e-mail shall also be deemed to be in writing. Verbal or telephone agreements will be deemed binding in the form in which they are confirmed by us in writing. Our orders shall be signed and sent back to us, as order confirmation, within a period of 7 days. Any deviation from the order, in particular by transmitting different terms and conditions of sale or delivery or by including any modification in an order confirmation, shall only be valid if expressly accepted by us in writing. Silence on our part can never be deemed consent or tacit modification of our Terms and Conditions of Purchase. If we do not receive an order confirmation within the stated period, the delivery/performance will be deemed the unconditional and full acceptance of our Terms and Conditions of Purchase.

2. Offer: Offers shall be established free of charge and not binding on us.

3. Scope of delivery and/or services: The deliveries and/or services to be provided by the Contractor shall be complete and executed in such a way that they correspond to the state of the art at the time of the order, are as good as new and of the best quality, comply with all statutory regulations, relevant ordinances, technical standards and regulations of professional associations etc. applicable in Austria and at the place of fulfilment. Deliveries above or below the ordered quantity cannot be accepted unless we expressly consent thereto in advance; such consent shall be in writing. The scope of delivery and/or service shall include any and all usual incidental services and other parts necessary to ensure the guaranteed properties, in particular the output of the object ordered, even if such parts or incidental services are not expressly specified. We may demand changes in the design or execution of the object of delivery, to the extent such changes can be reasonably expected of the Contractor. The effects resulting from such changes, especially any cost increases or decreases, as well as the delivery date shall be reasonably agreed upon by mutual consent. Changes made verbally or by telephone require subsequent written confirmation.

4. Documents/Parts Supplied by the Customer: Specifications, drawings and other documents provided must be compared with the order text and checked for other correctness. If any discrepancy found is not communicated to the Customer immediately after receipt of such documents, the Contractor shall be liable for such discrepancy. The aforementioned documents are our sole intellectual and physical property to which we reserve all rights. The documents may only be used for the agreed purpose and may neither be copied nor made available to third parties or published without our written consent, and shall at all times be treated confidentially. Parts supplied by the Customer (existing material, components, etc.) shall in any case remain the property of the Customer, even after processing by the Contractor and/or mixing or combination by the Contractor with other products. In invoices for goods delivered, all such parts shall be designated as "supplied by the Customer, free of charge", specifying their quantity and value. Any and all attachments, annexes and schedules to the order shall be integral parts of the order.

5. Prices: All prices quoted are fixed prices and will be deemed to cover any and all incidental services and other expenses, including transport, unloading and necessary packaging. Unless agreed otherwise, we are entitled to make payment in EURO.

6. Delivery Date: Unless expressly agreed otherwise, all periods of time/dates/deadlines stated in the order shall be fixed dates and will be deemed to have been observed if the goods arrive at the indicated address within or prior to such periods of time/delivery dates/deadlines, respectively. In case of an impending delay of delivery we shall be informed thereof immediately in writing, stating the causes and the estimated duration of the delay; our right to rescind the contract without granting a grace period shall not be affected thereby. If it becomes obvious already before the delivery date that the Contractor is unable to execute the respective order properly and/or in time, we shall be entitled to carry out and make such deliveries/services ourselves or through third parties, with the extra costs thus incurred by us to be borne by the Contractor. We are entitled to carry out all appropriate on-site checks and inspections at any time to satisfy ourselves of the due progress of the ordered work as to quality and delivery date. Delivery dates will only be deemed met if the necessary documentation is also delivered in due time. Early delivery is only permitted with our

express written consent. All legal consequences, especially the transfer of risk, start of warranty, warranty period, and payment period, are determined by the originally agreed date. We are entitled to claim the costs resulting from early delivery, such as storage and insurance costs.

In case of early delivery without our consent we reserve the right to bill related costs (warehouse rent, etc.) to the Contractor.

7. Delivery: Usually each order shall contain the terms of delivery. Delivery shall be made at the risk and expense (including without limitation insurance costs) of the Contractor to the delivery address designated in the respective order. The Contractor shall guarantee careful packaging of a quality suitable for the delivered goods as well as a form of loading suitable for transport. All damages caused by improper packaging or transport are in any case borne by the Contractor. The Contractor shall notify us in due time of heavy cargo and/or special transports (including transport of hazardous goods) prior to dispatch of the transport. The place of performance concerning documentation shall be the place where the order is given.

The risk of accidental loss or destruction, damage, etc. of the goods shall pass to us only at the time of actual delivery and unloading at the indicated delivery address as well as acceptance of the goods by us, independent of the delivery of the goods to the freight forwarder.

However, if assembly, commissioning or a formal handover are associated with the delivery, the transfer of risk shall only take place after their complete realisation. Return deliveries shall be at the risk and expense of the Contractor. The place of performance shall be Kirchstetten, Austria, or the destination specified by us.

The Contractor must provide all necessary and useful information about the proper storage and transport of the delivered goods for the Customer and its employees, clearly recognizable on the respective delivery.

Delivery shall be made from Monday through Thursday from 6.00 a.m. through 11.45 a.m. and from 12.15 p.m. through 2.30 p.m. and/or on Friday from 6.00 a.m. through 11.00 a.m. Non-observance of the mode of dispatch, the forwarding instructions or the delivery address shall entitle us to raise claims for damages. Our confirmation on the duplicate of the delivery note will only be given on a conditional basis, i.e., the goods will be deemed accepted only if no shortfalls or defects are detected during the subsequent examination. The Customer is not obligated to make an immediate complaint pursuant to § 377 and § 378 of the Austrian "UGB".

8. Behavior on the Customer's Premises: All persons who are not employees of the Customer (visitors) must register immediately upon arrival at the Customer's premises. Registration for deliveries and collections (professional drivers) takes place in the specially designated logistics office. For all other activities, registration is exclusively in the foyer of the main office building. Visitors may only move around the premises accompanied by a Customer employee. Work by visitors or employees of the Contractor or its subcontractors may only be carried out after appropriate instruction by the Customer, which must be documented in writing. An exception to this are professional drivers who are on the premises for the purpose of delivery or collection. They may remain in the immediate vicinity of their vehicle after registering with the Customer and carry out activities directly related to delivery or collection (e.g., loading or unloading). The Customer is not liable for accidents that occur to visitors on the premises unless they were caused by intentional or grossly negligent breach of duty by the Customer.

9. Invoice: The invoice shall be sent to us in duplicate in case of domestic deliveries and in triplicate in case of deliveries from foreign countries and shall specify the order number, the order date as well as our reference. Billing several orders in a single invoice, except for collective invoices agreed upon in writing, is not permissible. We reserve the right not to process and to send back invoices which do not fully correspond to our terms and conditions. Any such invoice will be considered not to have been issued until receipt of a new invoice.

10. Payment, Assignment: The payment term begins upon the acceptance of the goods following proper delivery (including the required or agreed documentation) or the presentation of a proper invoice (see section 9), whichever occurs later.

In case of early delivery and invoicing, the payment period shall commence at the originally agreed delivery date (see section 6), in case of complaints only after the issues raised therein have been settled in full; any discount agreed upon shall remain in force. C.O.D. (Cash on Delivery) consignments will not be accepted, except where this is agreed upon in writing in the order. In case of late payment by the Customer, the Contractor can only claim the statutory default interest, to the exclusion of any further claims. Payment does not constitute confirmation of correct delivery and thus does not imply a waiver of claims to which we may be entitled, such as claims for defective performance, warranty claims and claims for damages.

The Customer may at any time set off any claims of whatever nature against claims of the Contractor. Complaints about the work or deliveries shall entitle us to withhold payment. It is understood and agreed upon that all payments are only made on a

conditional basis, fully taking into account any and all counterclaims arising out of other business transactions and/or orders placed by us.

The assignment of invoiced amounts shall only be permissible subject to our prior written consent.

11. Penalty: If any penalties have been agreed upon, the Customer shall not be barred from raising claims for damages in excess thereof. The payment of a penalty shall not release the Contractor from its performance obligation. The penalty is not subject to judicial mitigation in cases of intent by the Contractor.

12. Right of Cancellation: We reserve the right to withdraw from the contract in whole or in part at any time, even without fault on the part of the Contractor. In this case, the Contractor is only entitled to demand the actual and proven costs incurred up to the day of the contract cancellation. The Contractor cannot assert any further claims, regardless of the legal grounds, and is obligated to make every effort to minimize costs. The Contractor has no right of cancellation.

13. Force Majeure: Cases of force majeure – which exclusively include war or war-like events, confiscations not caused by fault, natural disasters, inter-company strikes, and pandemics – that prevent the Contractor from fulfilling one or more of his contractual obligations require immediate notification to us and confirmation by the competent chamber of commerce. For the duration of such events, the contractual obligations are considered suspended, provided that the Contractor proves that (i) this impediment is beyond his reasonable control, (ii) it was not reasonably foreseeable at the time of the contract conclusion, and (iii) the effects of the impediment could not reasonably have been avoided or overcome by the Contractor.

14. Warranty: The Contractor guarantees that the goods delivered are fit for use according to their intended purpose, of perfect quality, have the necessary and guaranteed properties, and are free of any property rights and other rights of third parties. Unless otherwise agreed in writing in the order, the guarantee shall be valid for a period of 24 months as from the use of the goods according to their intended purpose, however for not more than 36 months as from delivery of the goods. The Contractor undertakes to immediately remedy, on site and at its own expense, any and all defects occurring within such period and to compensate any damage related to such defects, including the costs for the detection of such defects, the disassembly costs and costs of re-assembly, etc. Other statutory relief notwithstanding, we are entitled to demand either cancellation of sale, or replacement delivery (free of charge), or removal of defects (free of charge), or a reasonable discount. In case of minor defects, when a project is at a critical stage regarding its time schedule, or in case of default we are entitled to carry out any necessary repair work or replacement deliveries either ourselves or through third parties, at the expense of the Contractor and in a manner deemed suitable by us, without having to grant a grace period. In this case, all costs, including internal administrative and overhead costs, will be charged. In cases where defects are remedied by us or by third parties, the guarantee of the Contractor for deliveries shall remain in force.

In case of replacement deliveries or the remedying of defects the guarantee period shall start anew. Acceptance, or the approval of drawings presented, does not mean that we waive our right to raise claims under warranty.

If defects occur repeatedly or if defects are of a fundamental nature, any like parts delivered, even if they are not directly affected, shall be improved accordingly. The Contractor shall be responsible for all the necessary storage, operating and safety regulations being correct and complete.

15. Product Liability: We do not accept any restriction or limitation by the Contractor or its suppliers of the obligations, liabilities and compensation claims of whatever nature to which we are entitled pursuant to the provisions concerning product liability, and any such restriction or limitation shall be invalid.

16. Liability, Collateral: We may use the collateral to be furnished by the Contractor, such as letters of guarantee/comfort, bank guarantees, and retention money, for the satisfaction of any claim whatsoever. The Customer shall only be liable for any damages in connection with the order placed in the event of proven gross negligence or intent, and up to half of the order value. The Customer cannot be held liable for indirect or consequential damage, such as, e.g., loss of profit or interest income, loss of production, etc.

17. Qualification of the Contractor: By accepting the order, the Contractor represents that it has procured all such licenses, permits and qualifications necessary for the production and acceptance of the object ordered as are prescribed under the law, the technical rules and regulations, the regulations of the acceptance- or any other third party organizations, the relevant industrial standards, and the terms and conditions of the order. The Contractor is obligated to maintain such licenses,

permits and qualifications for the entire duration of the execution of the order and to furnish proof thereof, upon request, at any time. We shall be notified without delay of the expiration or of the withdrawal of such licenses and permits. The Contractor shall perform its work and make its deliveries according to the generally acknowledged technical regulations, observing all relevant laws, ordinances and regulations as well as "ÖNORMEN" (Austrian industrial standards).

Services, such as assembly, erection, service work, etc., shall be rendered by duly authorized and qualified staff which must have valid working permits; such staff must always be available in a sufficient number. We are entitled to reject staff considered inappropriate by us. The Contractor shall be responsible for the relevant safety measures.

18. Confidentiality: The Contractor is obligated to treat any and all information confidentially of which it becomes aware in the course of negotiations or in any business relationship which has actually come into existence; this obligation shall survive the termination of the contract. In case of non-compliance with this obligation we are entitled to claim damages.

19. Intellectual Property: Brands, names, trademarks, logos, works, and other work results of the Customer, whether specially protected (particularly by copyright, trademark, and other rights) or not, may not be used by the Contractor and other third parties without our prior written consent. In particular, their use in the Contractor's communication measures and in business transactions is only permitted with our prior written approval.

20. Data Protection: For contract fulfillment or to carry out pre-contractual measures, for billing, assertion of claims, Customer service purposes, and advertising purposes, we process the data provided to us within the scope of the contractual relationship with the Contractor or his employees or other contact persons at the Contractor. This includes the necessary transmission for these purposes to third parties involved in contract fulfillment, such as service providers or processors. The legal basis for this is § 6(1)(b) or (f) DSGVO, namely the contract fulfillment or our legitimate interest in providing our Customer service and advertising measures. We process these personal data as necessary for the duration of the entire business relationship (from initiation, processing to termination of a contract) and beyond according to legal retention and documentation obligations, such as those arising from the Commercial Code (UGB), the Federal Fiscal Code (BAO), and until the end of any legal disputes. Affected persons have the right to information about their processed personal data, their origin and recipients, and the purpose of the data processing, as well as the right to correction, data transfer, restriction of processing, and blocking or deletion of incorrect or unlawfully processed data, if the legal requirements are met. Affected persons also have the right to object to the processing of their personal data (especially for direct marketing purposes) if there are reasons arising from their particular situation. Affected persons also have the right to withdraw any consent given to the processing of their personal data with future effect at any time. Please send inquiries regarding the exercise of your above-mentioned rights or any withdrawal of consent to [welcome@fmw.co.at]. If you believe that the processing of your personal data violates applicable data protection law or your data protection rights have been violated in any other way, you have the right to complain to the competent supervisory authority. In Austria, this is the Data Protection Authority. Further information on data protection is available at <https://www.fmw.co.at/data-privacy/>.

21. Place of Performance, Place of Jurisdiction, Applicable Law. The place of performance concerning services and deliveries shall be the destination specified in the order. The place of performance concerning payments shall be Kirchstetten, Austria. This agreement and its performance shall exclusively be governed by Austrian law; the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply. The exclusive place of jurisdiction is agreed to be Vienna, Austria.

22. General Provisions: In case of contradictions between the GTCP and an order, the respective order takes precedence. The Contractor is also liable for the compliance with our purchasing conditions by his subcontractors. If one or more of these terms and conditions are invalid, the validity of the remaining terms and conditions shall not be affected thereby.

If either contracting party ceases its payments and if bankruptcy proceedings are opened against such party or if a petition for settlement, in or out of court, is filed, the other party shall have the right to rescind the contract with regard to such part thereof as has not yet been executed.

These General Terms and Conditions of Purchase (2024) shall fully supersede the preceding Terms and Conditions of Purchase of FMW printed overleaf.