

## General Terms and Conditions of Sale

(valid from 01. December 2025)

### 1 SCOPE AND CONCLUSION OF CONTRACT

- 1.1 These General Terms and Conditions of Sale ("**GTC**") shall apply to all business relationships between Greiner AG ("**GAG**"), as well as all of its subsidiaries from the NEVEON ("**NEVEON**"), Greiner Bio-One ("**GBO**"), and Greiner Packaging ("**GPI**") divisions (collectively and individually "**GREINER**") and their Customers ("**Customer**") regarding the delivery of goods or services (the "**Products**"). A complete list of GREINER companies can be found under the following link: <https://www.greiner.com/en/greiner-group/locations/overview-of-all-locations/>. These GTC apply to all current and future contracts with Customers, even if they are not expressly referred to.
- 1.2 Any deviation from or amendment to these GTC or any contract shall be effective only if signed in writing by an authorised representative of each party and shall only apply to the respective transaction. Failure to enforce a provision shall not be deemed as a waiver of that provision. Any deviating or conflicting terms and conditions proposed by the Customer shall only apply if expressly accepted in writing by GREINER.
- 1.3 GREINER may unilaterally amend these GTC at any time. Such amendments shall be communicated by sending or publishing the updated GTC at the following internet addresses: GAG ([www.greiner.com/en/gtc/](http://www.greiner.com/en/gtc/)), GBO (<https://www.gbo.com/en-at/terms-conditions/>), GPI (<https://www.greiner-gpi.com/en/GTC> and <https://www.greiner-assistec.com/en/GTC>), NEVEON (<https://www.neveon.com/en/terms-and-conditions/>) and shall be deemed accepted on the date of transmission or publication, unless the Customer expressly objects within 14 days.
- 1.4 All offers from GREINER (including price lists) are subject to change without notice unless expressly agreed otherwise in writing. An offer subject to these GTC shall only become effective upon written confirmation or upon execution of the respective order by GREINER (the "**Acceptance**"). Emails also meet the written form requirement. For the purposes of this provision, the written form requirement shall be complied with if signed documents are (simply) electronically signed and transmitted (e.g. DocuSign, Adobe Sign). Any amendments or additions to the contract shall require written confirmation by the authorised representatives of both parties. The contents of any brochures or advertising materials used by GREINER – specifically including dimensions, weights, product characteristics, services, prices, and similar information – shall only form part of the contract if expressly agreed in writing.
- 1.5 With respect to GREINER, only the GREINER company named in the offer or Acceptance shall be the sole contracting party.
- 1.6 All instructions contained in GREINER's brochures, user manuals, or other product documentation, as well as the defined use ("**Intended Use**"), must be strictly observed. Any use or handling of the Products that deviates from the Intended Use, as well as any combination with other products and/or substances, is prohibited without prior written consent from GREINER. GREINER assumes no liability for any such unauthorised use.
- 1.7 GREINER reserves the right to modify the Products at any time and in any manner it considers necessary or appropriate, at its reasonable discretion. Such modifications shall be deemed accepted by the Customer. GREINER shall have no obligation to exchange, replace, alter, or modify any Products already sold to the Customer.

### 2 DELIVERY CONDITIONS AND CONTRACT PERFORMANCE

- 2.1 Unless expressly agreed otherwise, the place of performance shall be the delivering plant or the location specified in the offer.
- 2.2 Incoterm FCA (Incoterms 2020) shall apply, unless otherwise agreed in writing. For legal transactions involving multiple partial deliveries, a written agreement between the parties must be concluded regarding the applicable Incoterm provisions for each partial delivery. Unless expressly agreed otherwise in writing:
- the Customer shall bear all transport, import, and export costs (including customs duties),
  - the Customer shall also be responsible for any necessary formalities (e.g., (product) registration or operating permits).
- 2.3 Delivery shall be subject to the GTC valid on the date of the Acceptance (Clause 1.4).
- 2.4 Quantity deviations of up to ten percent (10%) of the ordered amount are permitted and shall be invoiced based on the quantity actually delivered. If the price is weight-dependent, it shall be based on the product sample sent by GREINER to the Customer for approval and approved by the Customer.

- 2.5 Delivery dates shall be considered non-binding unless a specific delivery date has been agreed in writing. Such a date shall be deemed met if the Products have been shipped or made available for collection on time.
- 2.6 In the event of a delivery delay, the Customer must grant GREINER a written grace period of at least four (4) weeks. Withdrawal from the contract shall only be permitted if the grace period expires without result. Compensation for delay shall only be granted in cases of intent or gross negligence on the part of GREINER.
- 2.7 A failure or delay by the Customer to accept Products delivered by GREINER shall not release the Customer from its payment obligation. GREINER may store the Products at the Customer's risk and expense. If a request for collection remains unsuccessful, GREINER shall be entitled to destroy or otherwise utilise the Products at the Customer's expense. Insurance shall only be provided upon request and upon the Customer's express request and subject to prior acceptance of all associated costs. If the Products are not accepted within 14 days of being offered, GREINER may terminate the contract or demand compensation.
- 2.8 GREINER reserves the right to make partial deliveries and provide partial services at any time, and may issue partial invoices accordingly. The Customer shall be duly informed. The allocation of Products, batches, and/or lots shall be at the sole discretion of GREINER.
- 2.9 GREINER may engage third parties without restriction to fulfil the contract.
- 2.10 The Customer is obliged to dispose of the packaging properly. Transport packaging from GREINER will be disposable packaging – excluding reusable loading equipment such as Euro pallets, IPPC pallets, GREINER medium plastic pallets or GREINER folding boxes – that may not be returned to GREINER. The Customer shall be responsible for properly disposing of such packaging at its own expense. If the Customer fails to return reusable loading equipment to GREINER, GREINER shall be entitled to charge a standard fee per reusable loading equipment, plus a handling fee.
- 2.11 For deliveries to Germany, the Customer may return transport packaging to the delivering plant in accordance with § 15 of the German Packaging Act (VerpackG). All costs for delivery, logistics, and disposal shall be borne by the Customer. The Customer undertakes to contractually communicate these regulations to its clients/third parties (i.e., distributors at all commercial levels and end consumers). For deliveries within Austria, GREINER is responsible for the transport packaging.

### 3 TRANSFER OF RISK

- 3.1 The risk of accidental loss or damage to the Products shall transfer to the Customer in accordance with the agreed Incoterm provisions (Clause 2.2). Any loss, damage to or destruction of the Products occurring after the risk has passed to the Customer does not release the Customer from its obligations to pay the purchase price for the respective Products when due.
- 3.2 If the Customer fails to accept or the acceptance of the Products is delayed due to circumstances that are within the sphere of the Customer, the risk shall pass upon proper contractual disposal. An unjustified refusal of Acceptance shall also result in the transfer of risk.

### 4 RESERVATION OF TITLE

- 4.1 GREINER reserves its title to the Products ("**Reserved Goods**") until full payment of the purchase price and all associated costs, interest, and charges relating to the specific Reserved Goods. Any processing or treatment of the Reserved Goods shall be carried out for GREINER as the manufacturer, but without creating any obligation for GREINER. If Reserved Goods are combined or mixed with third-party property, joint ownership shall arise. The Customer shall keep this property in safe custody and free of charge.
- 4.2 Claims of the Customer arising from the resale of the Reserved Goods shall be assigned to GREINER until full payment for the Reserved Goods. Collection of the assigned claim by the Customer shall be carried out in trust for GREINER. GREINER shall have the right to collect the claim directly from the third-party buyer, who must be identified by the Customer. The Customer is obliged to inform the third-party buyer of the assignment of the claim.
- 4.3 The Customer may neither pledge nor assign the Reserved Goods by way of security, but is entitled to dispose of these Reserved Goods – even if further processed – in the ordinary and proper course of business. GREINER must be informed immediately of any seizure or confiscation.
- 4.4 The Customer shall insure the Reserved Goods at its own expense against usual risks and treat them with care. The Customer assigns to

GREINER any insurance or compensation claims arising from the destruction or damage of the Reserved Goods.

- 4.5 If the Customer is in default of payment of the purchase price in whole or in part, GREINER shall be entitled to demand the return of the Reserved Goods after a single unsuccessful grace period. This shall apply even if GREINER has not terminated the respective contract subject to these GTC.
- 4.6 Termination shall only be deemed to have occurred upon an express declaration. To the extent permitted by law, GREINER may charge the incurred costs as well as a handling fee of ten percent (10%) of the purchase price in the event of a return.
- 4.7 The risk of loss, damage, or deterioration of the Reserved Goods shall be borne by the Customer.

## 5 PRICES, PAYMENT TERMS AND INVOICING

- 5.1 Unless otherwise agreed, all prices are net prices in EUR plus statutory VAT, other charges, packaging, transport and disposal costs, as well as handling fees. If GREINER incurs such costs, it shall be entitled to pass them on to the Customer.
- 5.2 The Customer shall bear all customs duties, charges, and fees incurred in connection with the delivery and shall indemnify GREINER against any associated costs and risks.
- 5.3 The purchase price is generally the price determined by GREINER, or if no price has been set, the price according to the current price list at the time the order has been placed.
- 5.4 Any discount granted by GREINER shall apply solely to the expressly agreed service or delivery. No legal claim may be derived by the Customer from such discount.
- 5.5 In the event of delivery delays exceeding four (4) weeks after conclusion of the contract due to circumstances beyond GREINER's control, GREINER shall be entitled to adjust the prices – particularly if costs for personnel, raw materials, goods or services, or energy have increased by at least two percent (2%). Any price adjustment must be duly justified and communicated to the Customer either by mail or electronically. The Customer may cancel the affected part of the delivery by submitting written notice within five (5) days. In the event of such cancellation in accordance with this clause, the Customer waives any claims for damages against GREINER to the extent that such damages arise from the cancelled part of the delivery. Mandatory statutory claims pursuant to clause 9.3 remain unaffected.
- 5.6 GREINER shall have the right to adjust the agreed prices if the manufacturing costs change by at least five percent (5%). Such changes may, in particular, relate to a) labour costs resulting from statutory provisions, regulations, collective bargaining agreements, or works agreements, or b) other cost factors essential to the manufacturing, packaging, processing, delivery of the Products, or sales handling, such as material costs (e.g., changes in national or international raw material prices), energy prices, or exchange rates. Price adjustments shall be made to the extent that actual costs at the time of contract effectiveness differ from those at the time of actual performance of the contract, provided GREINER is not in default. The Customer shall be notified of such adjustments at least four (4) weeks in advance. The adjustments shall be deemed accepted unless the Customer expressly objects within this period.
- 5.7 Invoices may be sent by mail or electronically.
- 5.8 All changes must be communicated in writing. Unless otherwise agreed in writing, payment shall be due within thirty (30) calendar days from the invoice date, without deductions and free of charges, to the account designated by GREINER.
- 5.9 Objections to invoices must be raised within thirty (30) calendar days of the invoice date; otherwise, they are deemed accepted.
- 5.10 Payment shall only be considered effected once the full amount has been irrevocably credited to GREINER's designated account.
- 5.11 Rights of set-off and retention only apply to claims of the Customer that have been acknowledged in writing or established by final legal judgement.
- 5.12 In the event of late payment or a deterioration in creditworthiness, GREINER may, without prejudice to any further rights, (i) withhold deliveries or terminate contracts, (ii) demand advance payments or securities, (iii) charge default interest of 12% p.a. or, if higher, (iv) charge corresponding credit acquisition costs. In addition, the Customer shall bear all costs associated with debt collection.

## 6 TAX PROVISIONS

- 6.1 For deliveries within the EU, the Customer is obliged to immediately inform GREINER of its VAT identification number. If the VAT identification number submitted with the order subsequently becomes

invalid or is changed, the Customer shall inform GREINER without delay. Failure to comply entitles GREINER to invoke its rights under Clause 6.4.

- 6.2 Tax exemption for intra-community deliveries or exports is only possible if the statutory requirements are met.
- 6.3 The Customer shall be obliged to submit all (transport) evidence, documents, and certificates to GREINER in appropriate form, unsolicited and without delay, and to provide any additional written or verbal declarations upon request that are necessary to obtain VAT exemption for intra-community deliveries or exports.
- 6.4 If the Customer fails to comply with its obligation subject to Clause 6.3, GREINER may immediately charge the statutory VAT, any applicable penalty interest, and late payment surcharges either with the purchase price or subsequently. GREINER shall be fully indemnified and held harmless from any resulting disadvantages and damages. In particular, in the event of an audit by the tax authorities and subsequent denial of tax exemption, the Customer shall immediately pay the VAT subsequently and separately invoiced by GREINER, along with any applicable penalty interest and late payment surcharges.
- 6.5 The Customer must inform GREINER immediately if withholding tax is levied in the Customer's country of residence. Upon receipt of this information, GREINER shall promptly provide all necessary documents required to obtain a tax reduction, exemption, or application of a zero tax rate. The Customer shall be responsible for ensuring that the tax authorities in the Customer's country of residence receive all necessary information in a timely manner to enable the application of a reduced or zero withholding tax rate.
- 6.6 Any withholding tax chargeable to GREINER shall, in all cases, be borne by the Customer.
- 6.7 The Customer shall be liable for any charges resulting from incorrect or misleading information provided.
- 6.8 Any future changes in tax or legal regulations shall be borne by the Customer; all taxes and duties arising from such changes shall be borne entirely by the Customer. The Customer shall ensure that these taxes are properly declared and paid.

## 7 INTELLECTUAL PROPERTY

- 7.1 The Customer acknowledges that all intellectual property rights to the Products, developments, designs, engineering, samples, patents, trademarks, know-how, and the like (whether registered or not) remain with GREINER – even in the case of joint development. No license is granted. The Customer shall not process, analyse, reproduce, or imitate the Products without GREINER's prior written consent.
- 7.2 GREINER's intellectual property may not be used to manufacture spare or replacement parts by the Customer or third parties commissioned by the Customer.
- 7.3 The Customer guarantees that any materials, information, or Products provided by it or manufactured according to its specifications do not infringe the rights of third parties. This also applies to modifications made by GREINER and approved by the Customer. GREINER has no obligation to inspect or warn about provided materials and data. In the event of third-party claims due to actual or alleged infringement of intellectual property rights, the Customer shall fully indemnify and hold GREINER harmless. This includes, in particular, direct and indirect damages, lost profits, reputational damage, as well as all costs and legal expenses. If such claims are asserted by third parties, GREINER shall be entitled to immediately cease delivery and terminate the contract without granting a grace period.
- 7.4 The provisions of this Clause 7 shall continue to apply even after termination of the contract.

## 8 WARRANTY

- 8.1 GREINER guarantees contractual delivery in accordance with the agreed specifications or the Product sample.
- 8.2 Further warranties, in particular with regard to marketability, suitability for specific purposes, compliance with standards of countries other than the country of registered office of the GREINER company with which the contract was concluded, or freedom from intellectual property rights, are excluded – even if GREINER has proposed changes to drawings or samples.
- 8.3 GREINER shall not be liable for errors in documents provided by the Customer to clients or users, even if these were authorised or approved by GREINER.
- 8.4 Fulfilment of the warranty shall be at GREINER's discretion, either by repair or replacement of defective parts. The warranty period shall be six (6) months from delivery, but in any case limited to the expiration of the shelf life of the Products. In the event of replacement, a new warranty period shall commence for the affected parts. Warranty claims shall be

void in the event of improper use, storage, modifications by third parties, or self-repairs.

- 8.5 The Customer shall inspect the Products immediately upon delivery in accordance with the Incoterm provisions. The Customer shall lose its warranty rights if it fails to notify GREINER of any obvious defects immediately upon discovery, and at the latest within ten (10) calendar days from delivery, or in the case of hidden defects, from the time they become detectable – while precisely specifying the nature of the defects.
- 8.6 GREINER shall be granted a reasonable period (at least four (4) weeks) to repair or replace the Products. Further rights, such as price reduction or withdrawal, are excluded. The Customer shall bear the burden of proof for defects existing at the time of delivery; any statutory presumption is excluded.
- 8.7 Warranty claims may not be assigned. Notification of defects does not release the Customer from the obligation to pay. Returns are permitted only with GREINER's prior written consent. The Customer shall reimburse all costs incurred as a result of unauthorised returns.

## 9 LIABILITY

- 9.1 GREINER shall be only liable in cases of intent or gross negligence. Liability is limited to 20% of the respective net order value of the respective contract. Any claims for damages beyond this limit are excluded.
- 9.2 GREINER shall not be liable, in particular, for: loss of profit, production downtime, business interruption, data loss or third-party claims, indirect or consequential damages, financial losses, damages due to the infringement of third-party intellectual property rights, damages resulting from any modifications to and/or improper use of Products or documentation by the Customer.
- 9.3 Mandatory statutory claims, in particular in cases of injury to life, body, or health, as well as cases in which GREINER is subject to broader statutory liability, are excluded from this limitation of liability.
- 9.4 Claims for damages against GREINER shall become time-barred six (6) months after the date on which the damage and the damaging party become known. Assignment of claims for damages is excluded.
- 9.5 The Customer waives any recourse claims arising from product liability and shall indemnify and hold GREINER harmless in this regard.
- 9.6 Joint and several liability with other GREINER companies is excluded. Contractual claims may only be asserted against the GREINER entity with which the contract was concluded.
- 9.7 The Customer undertakes to indemnify and hold GREINER and its affiliated companies (including their executive officers, members of corporate bodies, shareholders, partners, freelancers, and subcontractors) harmless from all claims, liabilities, demands, compensation claims, and expenses (inter alia reasonable legal fees and litigation costs) arising directly or indirectly from third-party claims in connection with the
- improper or unauthorised use of the Products delivered to the Customer,
  - unlawful handling or negligent or intentional mishandling by the Customer of the Products delivered to the Customer or further to third parties,
  - a failure to exclude or limit GREINER's liability or recourse in the manner set forth in these GTC or any contract subject to these GTC (except to the extent that such liability or recourse cannot be excluded or limited under applicable law), or
  - the use or further distribution of the Products in violation of the provisions of these GTC or any contract subject to these GTC. Upon request, proof of liability insurance must be provided.

## 10 TEST OF PRODUCTS

- 10.1 Tests (e.g., peel tests, electrical or mechanical tests) shall only be carried out by GREINER based on a written agreement. Unless otherwise agreed, the Customer shall bear all associated costs.

## 11 TOOLS AND DEVICES

- 11.1 If tools and devices are required for the delivery of Products and Customer does not provide them, GREINER will either manufacture such tools and devices itself or have them manufactured by a third party. While the tools and devices are located at GREINER for production purposes, GREINER shall be responsible for their maintenance. Maintenance refers exclusively to the careful storage, monitoring of operational safety, and necessary lubrication and cleaning of the tool and its components while under GREINER's control. All costs related to the tool or device (manufacturing, maintenance, repair, servicing) shall be borne by the Customer. These will be invoiced separately.

- 11.2 Unless otherwise agreed, the price for tools does not include (i) sampling costs, (ii) costs for the sample itself, (iii) testing and processing devices, (iv) services resulting from modifications and/or additions initiated by the Customer, and/or (v) drawings/data required for the manufacturing of the tools that belong to the supplier/tool manufacturer.
- 11.3 If payment by amortisation has been agreed and the supply relationship ends before full amortisation, GREINER shall be entitled to invoice the corresponding outstanding balance.
- 11.4 GREINER shall only be obliged to deliver if the tools are in perfect condition and suitable. If the Customer refuses to remedy defects in the tools provided by it or to bear the costs in accordance with Clause 11.1, GREINER's obligation to perform shall cease to that extent.
- 11.5 Clauses 11.1 to 11.4 also apply mutatis mutandis to the modification of tools.
- 11.6 Tools shall remain the property of GREINER and do not have to be returned to the Customer unless they have been provided by the Customer or all associated costs have been borne by the Customer. Upon full payment of the costs associated with the tool, the Customer shall loan the tool to GREINER free of charge for the production of the Products.
- 11.7 The Customer shall indemnify and hold GREINER harmless, particularly in the event of breaches of duty or unauthorised actions contrary to GREINER's written recommendations.
- 11.8 GREINER shall not be liable for wear and tear, intended use, or accidental loss of tools or devices.
- 11.9 Following the final delivery of products manufactured using these tools, GREINER shall be entitled to freely dispose of any tools provided at its own expense. Tools provided or paid for by the Customer must be collected by the Customer within a period specified by GREINER. If this does not occur, GREINER shall be authorised to dispose of them freely.
- 11.10 The release of tools provided or paid for by the Customer may be refused until all outstanding claims have been settled.

## 12 PROVISIONS APPLICABLE TO CUSTOMERS OF GPI

### 12.1 Parts to be provided by the Customer

If the Customer provides parts for production, they must be delivered DDP (Incoterms 2020) with an excess quantity of five to ten percent (5%-10%) in a timely manner and in perfect quality.

GREINER shall promptly notify the Customer of any obvious defects upon their discovery; the Customer waives the right to object to any delayed notification.

In the event that defect-free parts are not delivered on time, GREINER shall bear no liability for any resulting delays and reserves the right to suspend, postpone, or terminate production. Any additional costs incurred shall be reimbursed by the Customer.

The Customer shall indemnify and hold GREINER harmless from any damages arising from defective supplied parts, particularly in cases where the defect is only discovered after processing by GREINER or by the end customer.

In the absence of subsequent orders, GREINER may, following consultation, either dispose of the supplied parts at the Customer's expense or otherwise handle them at its own discretion.

## 13 PROVISIONS APPLICABLE TO CUSTOMERS OF NEVEON

The Customer acknowledges that fluctuations in foam density of up to +/- ten percent (10%) and dimensional deviations in foam cuttings of up to +/- two percent (2%) are standard within the industry. Therefore, unless otherwise agreed, Products that fall within these fluctuations are deemed to be free of defects, regardless of whether these fluctuations occur within a single production batch or within different production batches of the same quality.

## 14 PROVISIONS APPLICABLE TO CUSTOMERS OF GBO

### 14.1 Documents submitted

The Customer is obliged to comply with all documents provided to it and may not modify them. Where a contractual territory has been defined, use is permitted only within that territory. The Customer is responsible for informing any additional users. GREINER shall not be liable for incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, usage instructions, or other documents prepared or distributed by the Customer for resale purposes – even if approved or authorised by GREINER, as such approval relates solely to layout and corporate identity. If a translation of the Instructions for Use (IFU) is required, GREINER shall provide it.

## 15 PROVISIONS APPLICABLE TO CUSTOMERS OF GBO WHO ARE ALSO DISTRIBUTORS<sup>1</sup>

15.1 The Customer shall adhere to the obligations it has based on its role as economic operator stipulated in Regulation (EU) No. 2017/746 ("IVDR") and Regulation (EU) No. 2017/745 ("MDR") and/or any local regulation (such as but not limited to Art 10a MDR).

### 15.2 *Monitoring and reporting system for distributors of medical devices*

The Customer is aware of the necessity of a Post-Market Vigilance Reporting System for all Products. A vigilance system aims at improving the protection of the health and safety of the patient or the user.

The Customer is obliged in the event of an incident (definition according to Article 2 section 64 of MDR and Article 2 section 67 of IVDR), as well as in case of any information in relation to post-market surveillance, to forward information to GREINER immediately.

The Customer will inform GREINER in advance before any communication is done with a competent authority and will keep GREINER updated in case of direct communication with the competent authority.

### 15.3 *Recall system for medical devices.*

The Customer is aware of the fact of the necessity of a Post-Market Recall System for all Products.

The Customer is responsible to inform its clients by means of a field safety notice provided by GREINER.

The receipt and understanding of the field safety notice has to be confirmed by clients of the Customer via Fax or E-Mail to the Customer within ten (10) calendar days. Otherwise, the client of the Customer has to be informed again. In case a second reminder proved ineffective, the Customer is obliged to reach out to its clients by other means and document them accordingly (e.g. phone calls, site visits, etc) and keep GREINER informed accordingly.

### 15.4 *Traceability*

The Customer is aware of the fact that GREINER is obliged to trace each individual Product to the end consumer in accordance with MDR, IVDR and Good Manufacturing Practice ("GMP") for manufacturers.

The Customer is obliged to keep records in order to be able to trace each individual Product sold by GREINER to the Customer. The Customer has to keep such records for a minimum period of ten (10) years after the last Product covered by the EU declaration of conformity has been placed on the market.

The Customer shall upon request of GREINER allow and enable reasonable inspections of records, kept either by the Customer or its clients, by GREINER and/or a competent authority/notified body. The Customer shall assist GREINER in this respect. Such inspections may be executed in any manner GREINER considers necessary and advisable.

## 16 CONFIDENTIALITY

16.1 All information disclosed by GREINER to the Customer or otherwise made available to the Customer in the course of the contractual relationship ("**Confidential Information**") shall be deemed confidential unless expressly marked as non-confidential or is clearly not of a confidential nature – for instance, if it is already publicly available. All rights to the Confidential Information remain with GREINER.

16.2 Confidential Information may only be used for the performance of the contract and shall not be disclosed to third parties without prior written consent. Exceptions apply solely to information that was lawfully known prior to disclosure, publicly accessible, or lawfully received from third parties.

16.3 The confidentiality obligation shall survive the termination of the contract. Confidential Information must be destroyed upon request or at the latest upon termination of the contract, to the extent legally possible. Any publication requires prior consent of GREINER.

## 17 DATA PROTECTION

17.1 The Customer acknowledges that, within the scope of the cooperation, in particular for contract execution, administration and invoicing, GREINER collects, processes and stores personal data of the Customer or other involved third parties as well as their contact persons in compliance with applicable data protection laws, regulations, and other legal provisions. Where organisationally necessary, such data may be transferred to affiliated companies or third parties acting as processors.

17.2 Detailed information regarding the categories of data, purposes of processing, legal basis, etc., is outlined in the Privacy Notice – available in the currently valid version on the respective homepage of the GREINER divisions (GAG <https://www.greiner.com/en/data-privacy/>; NEV <https://www.neveon.com/en/data-privacy/>; GBO <https://www.gbo.com/en-at/data-privacy/>; GPI <https://www.greiner-gpi.com/en/GDPR> and <https://www.greiner-assistec.com/en/GDPR>).

17.3 If the delivery or service of the Customer also constitutes data processing on behalf of GREINER, the Customer and GREINER shall additionally enter into a written data processing agreement that complies with the requirements of applicable data protection laws, regulations, and other provisions, and at a minimum contains the elements required under Article 28 of the GDPR.

## 18 COMPLIANCE

18.1 The Customer undertakes to comply with the currently valid version of the Greiner Code of Conduct, available at [https://www.greiner.com/fileadmin/CONTENT/Greiner/PDFs/EN/Greiner\\_Code\\_of\\_Conduct.pdf](https://www.greiner.com/fileadmin/CONTENT/Greiner/PDFs/EN/Greiner_Code_of_Conduct.pdf), as well as all applicable laws and regulations of those countries that are relevant for the contractual service. This includes, in particular, the applicable antitrust, competition, anti-corruption and data protection laws and, in any case, the US Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010, as amended from time to time.

18.2 If the Customer has its own code of conduct, GREINER shall be free to approve the equivalence of this code of conduct instead of the Greiner Code of Conduct in advance in writing (by e-mail).

18.3 If the Customer becomes aware of a breach of the aforementioned provisions, it must inform GREINER immediately in writing and cooperate in the investigation of the breach at its own expense. The GREINER whistleblowing platform <https://www.tell-greiner.com/Home/Start> is also available as a reporting channel.

18.4 Neither the Customer nor the persons acting on its behalf, in particular executives, board members, employees or representatives, may accept unauthorized payments and/or gifts in direct or indirect form or make or even offer them to third Parties, including their executives, board members, employees or representatives or to public officials, representatives of a government agency or authorities or to political parties or their candidates. The Customer undertakes to ensure that its own Customer or subcontractors comply with at least comparable principles.

18.5 GREINER reserves the right to audit compliance with the Code of Conduct and all relevant laws itself or through an independent third party, whereby the business secrets of the Customer shall be protected. GREINER shall bear the costs for this.

18.6 In the event of non-compliance, GREINER may terminate the contract in writing (by email) with immediate effect. The assertion of any claims for damages or other claims by the Customer shall be excluded in this case.

## 19 SANCTIONS

19.1 Both Parties are aware that sanctions and/or embargoes or the like ("**Measures**") may apply to territories, countries, legal entities and/or natural persons under various jurisdictions (e.g. US law, EU law, national law). Both Parties undertake to (i) conduct sufficient due diligence and closely monitor their own customers at all times, (ii) ensure that they do not supply products to entities and/or territories subject to such Measures, and (iii) not otherwise violate any applicable Measures that would expose either Party and/or its affiliates to export or sanctions penalties.

19.2 Both Parties mutually confirm that they have established an effective compliance system to ensure adherence to the Measures in their respective companies. In addition, the Customer guarantees that all delivery items purchased from GREINER will not be used for the manufacture of armaments and/or weapons.

19.3 The Customer may not export or re-export delivery items that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 and/or Article 8g of Regulation (EU) No. 76 5/2006 to the Russian Federation and/or the Republic of Belarus. Likewise, the Customer may not directly or indirectly sell, export or re-export delivery items if these delivery items are intended for use in the Russian Federation and/or the Republic of Belarus.

19.4 The Customer must ensure that the purpose of the clauses 19.1 and 19.3 is not frustrated by third parties, including resellers. The Customer must also establish and maintain an appropriate monitoring mechanism to detect third party conduct that would frustrate the purpose of the clauses 19.1 and 19.3.

<sup>1</sup> Distributors are natural or legal persons who resell Products to third parties, in particular to end customers.

- 19.5 GREINER shall not be obliged to fulfill this contract and/or a delivery obligation if obstacles arise due to national or international foreign trade, customs or other Measures. The Customer shall provide all necessary declarations and documents that are relevant for the issuance of the required export licenses. If an export license cannot be issued, replacement delivery items shall be mutually agreed, whereby any additional costs for this shall be borne by the Customer. Claims against GREINER due to delayed or revoked export licenses are excluded.
- 19.6 Any breach of the clauses 19.1, 19.3 and/or 19.4 shall constitute a material breach of a material term of the Agreement and GREINER shall be entitled to seek appropriate remedies, including but not limited to: (i) termination with immediate effect of all individual agreements that are the subject of this Agreement; and/or (ii) the right to claim a contractual penalty in the amount of five (5) % of the total annual value of the relevant Individual Agreement subject to this Agreement or EUR 25,000, whichever is higher. In addition, the contracting Party shall immediately notify GREINER in writing of any imminent or actual violations of penalty provisions pursuant to the Measures or other problems in the application of the clauses 19.1, 19.3 and 19.4 and provide the relevant documents.
- 19.7 Unless otherwise required by applicable mandatory law, the Customer undertakes to fully indemnify and hold harmless GREINER and its affiliates (including their officers, directors, shareholders, partners, independent contractors and subcontractors) from and against all claims, demands, damages and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this clause 19 by the Customer. In the event of legal action, the Customer shall be obliged to pay GREINER's reasonable legal fees and costs in advance.

## 20 FORCE MAJEURE

- 20.1 During the existence of events beyond GREINER's control (e.g., natural disasters, war, labour disputes, cyberattacks, traffic and operational disruptions, fire and explosion damage, production interruptions at GREINER's plants or at the plants of suppliers or subcontractors, failure of suppliers or subcontractors, government import and export restrictions, unavailability of fuels, energy, raw materials, deliveries or means of transport, epidemics or pandemics, or public decrees) that hinder or prevent the fulfilment of contractual obligations ("**Force Majeure Event**"), GREINER shall be released from its contractual obligations for the duration of the event. This also applies if a Force Majeure Event occurs at a supplier or logistics partner of GREINER, and GREINER is therefore unable to fulfil its contractual obligations. Payment obligations shall remain unaffected.
- 20.2 GREINER shall notify the Customer in writing within seven (7) days of becoming aware of the occurrence of a Force Majeure Event, specifying the nature and expected duration of the performance disruption, and shall endeavour to resume performance. If the event persists for more than one (1) month, GREINER may withdraw from or terminate the contract without any claims for damages arising. Any subsequent deliveries shall be made by mutual agreement.
- 20.3 GREINER shall only be required to fulfil its obligations affected by the Force Majeure Event after the event has ended. Such an extension of time shall not affect the term of any contract between GREINER and the Customer subject to these GTC.

## 21 TERMINATION

- 21.1 GREINER may terminate continuing obligations with one (1) month's notice. Extraordinary termination is possible in the event of material breaches of contract by the Customer or in the event of an economic deterioration on the part of the Customer that jeopardizes its ability to fulfil its contractual obligations.
- 21.2 In the event of termination of the contract pursuant to Clause 21.1, GREINER shall in any case be entitled to claim all payments and costs incurred up to the date of termination from the Customer. In the event of termination for good cause, the net order value minus saved costs and indemnification for damages resulting from such early termination shall be compensated. There is no entitlement to compensation for unamortised investments.

## 22 LEGAL SUCCESSION AND ASSIGNMENT

- 22.1 The parties are obligated to transfer the contractual obligations, including the obligations arising from these GTC, to their legal successors. Assignments require the prior written consent of GREINER (which may not be unreasonably withheld).
- 22.2 GREINER may transfer rights and obligations to affiliated companies by written notice.

## 23 MISCELLANEOUS

- 23.1 **MILITARY NON-USE DECLARATION:** The Customer hereby guarantees that the Products will not be used for the development,

manufacture, handling, operation, maintenance, storage, detection, identification, or dissemination of weapons or military equipment. The Customer undertakes not to resell or transfer the Products supplied by GREINER to third parties who do not comply with the same obligation. This also applies to any subsidiaries, representatives, and affiliated companies with which the Customer cooperates. Furthermore, the Customer is obliged to ensure that all purchased items are used exclusively for medical and humanitarian purposes. In the event of indications of non-compliance, GREINER reserves the right to terminate the delivery to the Customer at any time and with immediate effect by providing written notice to the Customer. In this case, the Customer shall not be entitled to assert any statutory and/or contractual claims, such as claims for damages and/or compensation.

- 23.2 GREINER and all companies in which GREINER directly or indirectly holds at least 50% of the shares are entitled to offset any due and undue, including future, claims that GREINER has against the Customer or that the Customer has against GREINER.
- 23.3 No partnership, company, or joint venture is established between GREINER and the Customer. Neither party shall be authorised to act as representative of the other party or to enter into any obligations on its behalf.
- 23.4 GREINER assumes no liability towards third parties based on these GTC or any contract governed by them.
- 23.5 These GTC and the contract governed by them constitute the entire agreement between the parties with respect to their subject matter and supersede all prior or contemporaneous written or verbal agreements and understandings relating thereto.
- 23.6 GREINER is entitled to use the name of the Customer as a reference client. The Customer may revoke this consent at any time; However, the legality of the previous references remains unaffected.
- 23.7 Should individual provisions of these GTC or of a contract governed by them are or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision or the gap shall be replaced by an appropriate, effective and enforceable provision that, as far as legally possible, most closely reflects what the contractual Parties intended or would have intended in accordance with the purpose and meaning of the contract subject to these GTC, if they had taken this Clause into account.

## 24 APPLICABLE LAW AND JURISDICTION/ARBITRATION AGREEMENT

- 24.1 These GTC and the underlying contracts shall be governed exclusively by Czech law, unless the registered office of the contracting GREINER company and the registered office of the Customer are located in the same country. In this case, these GTC and all contracts concluded between GREINER and the Customer shall be governed exclusively by the law of the country in which both parties have their registered offices. The application of conflict-of-law rules, the UN Convention on Contracts for the International Sale of Goods (CISG), and comparable international agreements is excluded.
- 24.2 If the registered office of the Customer is located within the European Union and the registered office of the contracting GREINER company and the registered office of the Customer are located in the same country, the exclusive place of jurisdiction for GREINER and the Customer shall be the competent court at the registered office of the contracting GREINER company.
- 24.3 If the Customer's registered office is located within the European Union and the registered office of the contracting GREINER company and the Customer are not located in the same country, the competent court for commercial matters in Prague, Czech Republic, shall be the exclusive place of jurisdiction for the contracting GREINER company and the Customer.
- 24.4 If the Customer's registered office is located outside the European Union, all disputes arising from or in connection with these GTC and all contracts concluded between the contracting GREINER company and the Customer shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one (1) arbitrator, or, if the value in dispute exceeds EUR 5,000,000.00, by three (3) arbitrators appointed in accordance with said Rules. The place of arbitration shall be Vienna, Austria. The arbitral tribunal shall decide in accordance with Austrian substantive law, excluding the UN Convention on Contracts for the International Sale of Goods and all conflict-of-law and referral rules. The language of arbitration shall be German. If the contract is drawn up in a language other than German, English shall be deemed the agreed language of the arbitration.
- 24.5 GREINER reserves the right to bring claims before the court competent for the Customer.