

## General Terms and Conditions of Purchase

(valid from December 01, 2025)

### 1 SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Purchase ("**GTC**") apply to all business relationships between Greiner AG and its affiliated companies ("**GAG**"), as well as NEVEON Holding GmbH ("**NEVEON**"), Greiner Bio-One International GmbH ("**GBO**") and Greiner Packaging International GmbH ("**GPI**") and their affiliated companies (collectively "**GREINER**") and their Contractual Partners ("**Contractual Partner**") with regard to the purchase of goods ("**Goods**") and/or work or services ("**Work**") (collectively "**Delivery Item**"), regardless of whether the Contractual Partner provides the service itself or purchases it from suppliers. 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/>. All current and future orders (including mechanically generated delivery requests without signatures from an electronic system), acceptances of offers from the Contractual Partner, and orders placed by GREINER (collectively, "**Contracts**"), as well as amendments and supplements to such Contracts, shall be governed exclusively by the current version of these GTC, even if no explicit reference is made thereto. The current version of these GTC can be viewed 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/>).
- 1.2 Any waiver 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 Contractual Partner shall only apply if expressly accepted in writing by GREINER.
- 1.3 The Contractual Partner agrees to these GTC by accepting an offer from GREINER or by accepting an order placed by GREINER.

### 2 PLACING ORDERS, CONCLUSION OF THE CONTRACT

- 2.1 GREINER may revoke the order until receipt of written acceptance of the order by the Contractual Partner. GREINER reserves the right to cancel the order if acceptance does not occur within fourteen (14) days. Furthermore, GREINER is entitled, within reasonable limits, to request changes to the design and execution of the Delivery Item. The effects of such changes, particularly regarding additional or reduced costs and delivery times, shall be reasonably and mutually agreed upon.
- 2.2 Prices stated in GREINER's orders are deemed agreed and binding and may not be altered in any subsequent documents. If GREINER's order does not contain any price information or only contains indicative prices, the Contractual Partner shall supplement the order acceptance with binding prices, which require GREINER's written approval.
- 2.3 If the order acceptance deviates in any way from the content of GREINER's order, this must be explicitly indicated and GREINER's written approval obtained.
- 2.4 Contracts shall be deemed validly concluded, including these GTC, even if the Contractual Partner has commenced delivery of the order.
- 2.5 Offers submitted by the Contractual Partner are free of charge for GREINER and are to be understood solely as an invitation to submit an order.
- 2.6 The Contractual Partner shall strictly adhere to GREINER's inquiry with respect to quantity and quality of goods, as well as details of execution. For goods invoiced by weight, pricing shall be based on the net weight excluding packaging and packaging aids.
- 2.7 Cost estimates are binding and shall not be remunerated unless expressly agreed otherwise in writing.
- 2.8 Orders and verbal agreements, their amendments and additions, as well as changes to the underlying Contract, including these GTC and the written form clause itself, require written confirmation by GREINER to be legally effective. This also applies to any potential terminations.
- 2.9 On all documents addressed to GREINER, the Contractual Partner shall indicate the order number, order date, article number, and all data used by GREINER for detailed designation and clear identification of the order.
- 2.10 The Contractual Partner is generally obliged to perform the contractual services personally. The transfer of contractual obligations, in whole or in part, to third parties requires the express prior consent of GREINER.

### 3 PRICES, TERMS OF PAYMENT AND INVOICING

- 3.1 The total price of the Delivery Item ("**Price**") is determined by the Contract. Prices are exclusive of value-added tax (VAT) but include import duties and all other taxes and charges applicable to the Contractual Partner – including packaging and freight costs. Any

withholding tax payable by GREINER shall be borne by the Contractual Partner in all cases. Changes during the agreed delivery period are excluded, even in the case of delivery call-offs. GREINER does not accept price adjustment clauses.

- 3.2 The following applies if the remuneration is subject to withholding tax: GREINER is entitled to withhold the tax from the price at the legally prescribed rate and to pay it to the responsible tax office in the name and for the account of the Contractual Partner. If GREINER is provided with evidence of compliance with the requirements for a tax reduction or tax exemption under the applicable double taxation agreement within a reasonable time before payment, the withholding tax stipulated under the applicable double taxation agreement shall be retained. The Contractual Partner shall provide evidence of compliance with the requirements for a tax reduction or tax exemption by submitting all necessary documents.
- 3.3 In the case of intermediary or consulting services, copies of the passports of the contractual partners and managing directors must be submitted prior to performance of the actual service.
- 3.4 Changes in tax law or other changes in circumstances do not entitle the Contractual Partner to a subsequent price increase; in particular, exchange rate fluctuations shall be borne by the Contractual Partner. GREINER reserves the right to pay at the exchange rate applicable on the order date or the due date, at its discretion.
- 3.5 The Contractual Partner is only authorised to issue invoices in accordance with the applicable VAT regulations with reference to the concluded contractual relationship after full delivery of the contractual performance, including any documents required by law or requested by GREINER, and acceptance by GREINER. The invoice must be issued in compliance with the provisions of this Clause 3. Invoices shall be submitted electronically via email. Delivery or performance shall only be deemed complete once the Contractual Partner has provided and handed over all agreed or customarily required documents (invoices, freight documents, certificates of origin, warranty letters, test certificates, technical documentation, operating manuals, declarations, etc.). The invoice must also include performance and/or time records. The submission of these documents is a prerequisite for payment. If GREINER receives an invoice that does not comply with the requirements of these GTC or the applicable VAT regulations, GREINER is entitled to return or reject the invoice without processing—in such case, the invoice shall be deemed not submitted. Duplicate invoices must be clearly marked as such.
- 3.6 GREINER's VAT identification number must be stated on the invoice and will be provided to the Contractual Partner upon request. The Contractual Partner's VAT identification number, if available, must also be stated.
- 3.7 The Contractual Partner shall be liable for the correct application of the VAT legal provisions applicable to the respective delivery transaction as well as for any VAT arrears arising from incorrect information provided by the Contractual Partner in the course of financial audits.
- 3.8 Unless otherwise agreed, payments shall be made within thirty (30) days with a three percent (3%) discount or within ninety (90) days net, after acceptance of the Delivery Item or receipt of a proper and verifiable invoice, whichever is later. The date of payment shall be the date on which GREINER issues the payment instruction. The payment itself shall be made in the payment run following the due date. GREINER shall be entitled to claim the discount if the payment is made in the payment run immediately following the discount period. The payment shall be deemed to have been made on time if the payment is made in the payment run immediately following the due date.
- 3.9 In case of faulty or delayed delivery, GREINER shall be entitled to withhold payment until proper performance without loss of discounts, rebates and similar payment benefits.
- 3.10 If services are invoiced based on hourly or daily rates, travel and waiting times as well as travel expenses shall not be reimbursed separately.
- 3.11 If the invoice is received later than the Delivery Item, the date of receipt of the invoice shall be decisive for calculating the discount period instead of the date of receipt of the Delivery Item.
- 3.12 The Contractual Partner shall not be entitled to offset its claims against GREINER's claims. Without prejudice to further statutory rights, GREINER shall be entitled to offset outstanding claims against the Contractual Partner with its own liabilities towards the Contractual Partner. The Contractual Partner shall not be entitled to assign claims to third parties.
- 3.13 If a consortium is the Contractual Partner, it must provide a bank account when placing the order into which all payments arising from this order will be made with debt-discharging effect.
- 3.14 Any extended or expanded retention of title by the Contractual Partner is excluded.

#### 4 PLACE AND TIME OF DELIVERY

- 4.1 The place of performance is the place of delivery stated in the order or Contract.
- 4.2 For deliveries and services (collectively referred to as "**Deliveries**"), the delivery date shall be the date of complete and defect-free provision of the Delivery Item by the Contractual Partner in accordance with the order, including complete and correct documentation.
- 4.3 Agreed delivery periods and delivery dates (collectively referred to as "**Delivery Time**") are binding. Compliance with the Delivery Time is determined by the receipt of the complete and defect-free Delivery Item at the delivery location. The delivery period shall commence on the order date. If no delivery period is agreed, delivery shall be made without delay.
- 4.4 Deviating delivery times as well as partial, short, or excess deliveries require GREINER's prior written approval. GREINER shall be entitled to refuse partial, short, or excess deliveries, or deliveries before the agreed delivery date, and is entitled to withdraw from the entire order even in the case of divisible deliveries. GREINER shall not incur any disadvantage from such delivery; in particular, the payment and discount periods pursuant to Clause 3 shall not commence prior to the originally agreed delivery date. If the Contractual Partner should fully deliver the Delivery Item before the contractually agreed delivery date, it must reimburse GREINER for any additional costs incurred due to the early delivery of the Delivery Item.
- 4.5 If circumstances arise or become known to the Contractual Partner indicating that the agreed delivery time cannot be met or in the event of a delivery delay, the Contractual Partner shall promptly notify GREINER in writing, stating the reasons and the expected duration of the delay.
- 4.6 Without prejudice to statutory claims, in the event of a delay in delivery of the Delivery Item and/or the associated documentation for which the Contractual Partner is responsible (through fault), GREINER shall be entitled, in addition to the performance, to claim two percent (2%) of the Price as a contractual penalty for each commenced week of delay, up to a maximum of twenty five percent (25%) of the price in accordance with Clause 3.1 for exceeding the delivery time without requiring specific proof of damage.
- 4.7 GREINER reserves the right to assert any further damages incurred.

#### 5 DELIVERY / PACKAGING AND SHIPPING

- 5.1 Delivery to the location designated by GREINER shall be made free of freight and packaging costs. The Contractual Partner shall bear all customs duties, taxes, and fees incurred in connection with the delivery and shall indemnify GREINER against any resulting costs and risks. Subsequent price adjustments are excluded. GREINER may refuse to accept freight collect shipments. This also applies without restriction to dangerous goods within the meaning of the applicable dangerous goods transport regulations.
- 5.2 Unless otherwise agreed in writing, delivery shall be made in accordance with the Incoterm provision DDP 'Delivered Duty Paid' (non-EU) or DAP (EU), Incoterm 2020, delivered and customs-cleared to the agreed place of delivery. The place of delivery for supplies/services by the Contractual Partner shall be the destination specified in the order or contract, unless another destination has been agreed between the parties. If no destination is specified in the order and no other destination has been agreed between the parties, the delivery address shall always be the registered office of the contracting GREINER company. For multi-part legal transactions, a written agreement between GREINER and the Contractual Partner must be concluded regarding the applicable Incoterm provision for each partial performance. For deliveries including installation or assembly, the risk shall pass to GREINER upon the signed acceptance report of the installed and assembled Delivery Item.
- 5.3 Acceptance of the Delivery Item takes place provided that it is free from defects in quality and quantity. The applicability of § 2104 and § 2112 of the Czech Civil Code (Act No. 89/2012 Coll, Civil Code) is hereby mutually excluded.
- 5.4 The Delivery Item, to the extent its nature requires Packaging, must be securely packaged, labelled, and loaded for transport at the Contractual Partner's expense to protect it against loss, damage, or contamination, as well as to avoid injury to persons, equipment, or other goods. The Contractual Partner shall be liable for all consequences of any faulty or inadequate packaging. Should GREINER be held liable by third parties due to defective or improper packaging, labelling, and/or shipping of the Delivery Item, the Contractual Partner shall fully indemnify and hold GREINER harmless. Delivery Items damaged during transport shall be returned carriage forward to the Contractual Partner, who shall, if applicable, be responsible for handling the damage claim with the freight forwarder. The Contractual Partner shall ensure that the Delivery Item complies with all applicable laws, regulations, ordinances, guidelines, and requirements and meets customary market standards. All Delivery Items subject to specific product regulations must be classified, packaged, and labelled accordingly.

- 5.5 GREINER reserves the right to return the packaging to the Contractual Partner, whereby the value will be credited to GREINER if the return is free of charge for the Contractual Partner. If the Contractual Partner fails to collect or take back the packaging despite GREINER's request, GREINER shall be entitled to arrange disposal by third parties at the Contractual Partner's risk and expense.
- 5.6 The Contractual Partner guarantees in accordance with § 880a of the Austrian Civil Code (ABGB) and any statutory provisions of a similar nature in any jurisdiction that all documents required for the Delivery Item or requested by GREINER will be included.
- 5.7 If work materials are used in the provision of the Delivery Item, they must be labelled, packaged, transported, stored, and handled in compliance with applicable legal requirements. Any remaining residues and empty containers must be properly disposed of by the Contractual Partner upon completion of the work. The Contractual Partner shall bear the costs incurred in this regard.
- 5.8 The Contractual Partner shall obtain all necessary and appropriate insurance coverage to address any potential liability arising from the Contract with GREINER. In particular, the Contractual Partner shall adequately insure the Delivery Item against all types of damage at its own expense. The amount and scope of the insurance shall be based on the risk typically expected within the specific business relationship. Upon GREINER's request, the Contractual Partner shall provide proof of such insurance and, in the event of an insured occurrence, assign any related claims to GREINER without delay. If the Contractual Partner fails to provide proof of such insurance immediately upon request, GREINER shall be entitled to obtain such insurance at the Contractual Partner's expense after the expiration of an unsuccessful grace period of thirty (30) days. The contractual and statutory liability of the Contractual Partner shall remain unaffected by the scope and amount of its insurance coverage.

#### 6 FORCE MAJEURE

- 6.1 For the purposes of these GTC, force majeure is defined as an event beyond the control of the party affected by force majeure and preventing a party from fulfilling its obligations accordingly. Examples of force majeure include war (whether declared or not), riots, revolution, uprisings, boycotts, denial or revocation of export/re-export licenses, terrorism, strikes, fire, and natural disasters.

Raw material shortages, rising energy prices, customs adjustments, and global pandemics, including any resulting delivery disruptions attributable to such global pandemics, are not considered force majeure events. Likewise, force majeure is not considered force majeure if a supplier of the Contractual Partner invokes force majeure against the Contractual Partner.

The parties are obliged, within reasonable limits, to promptly provide the other party with the necessary information and to undertake all reasonable efforts to eliminate the disruption and/or mitigate its effects. The parties shall also seek alternative means and methods to continue fulfilling their obligations and, if necessary, adjust such obligations in good faith to the changed circumstances for the duration of the disruption. Under no circumstances shall the Contractual Partner be entitled to completely suspend its contractual obligations for the duration of the disruption; otherwise, GREINER shall be entitled to immediately withdraw from the Contract in whole or in part. Once the disruption ceases to exist, the original obligations shall be resumed.

Circumstances of force majeure, including war (whether declared or not), riots, revolution, uprisings, boycotts, denial or revocation of export/re-export licenses, terrorism, strikes, fire, natural disasters, and unforeseeable and unavoidable transport or operational disruptions within GREINER or its suppliers shall release GREINER from its obligation to accept delivery for the duration and extent of their impact. Claims by the Contractual Partner for consideration and damages are excluded in these cases.

#### 7 TRANSFER OF OWNERSHIP

- 7.1 The Delivery Items shall become the property of GREINER after the transfer of risk, at the latest upon payment.

#### 8 WARRANTY AND LIABILITY

- 8.1 Exclusions of liability in any respect, limitations of liability as well as deviations from the statutory warranty and compensation provisions to the detriment of GREINER shall not apply to the Contract with the Contractual Partner.
- 8.2 The Contractual Partner is responsible for ensuring that the Delivery Item is free of defects. The Delivery Item must meet the warranted, agreed-upon characteristics, in particular but not exclusively with regard to quality, dimensions, and weight. The Contractual Partner guarantees that the Delivery Item meets the requirements set out in Clause 13.1. The Delivery Item must be free from defects that eliminate or reduce its value or suitability for ordinary use or the use assumed or stated in the order.

- 8.3 If the Delivery Item does not have the assured, agreed, or required properties by GREINER, does not meet the requirements set out in Clause 8.2, or has other defects, GREINER shall be entitled for, regardless of the severity of the defect and at its discretion, withdrawal from the Contract (termination of the Contract), a reduction of the purchase price, free removal of the defect, or free replacement delivery. This shall not affect any claims for compensation for direct or indirect consequential damages resulting from a defective delivery.
- 8.4 If the Contractual Partner fails to comply with its warranty obligations within a reasonable period, GREINER shall be entitled to remedy the defects itself or through third parties or to obtain replacements in another way at the Contractual Partner's expense. In urgent cases (e.g., to avoid production delays or interruptions), GREINER shall be entitled to remedy the identified defects itself at the Contractual Partner's expense without setting a deadline.
- 8.5 If defects cannot be remedied on site, transport costs shall be borne by the Contractual Partner.
- 8.6 The Contractual Partner's warranty obligation shall in any event be two years from the date of transfer of risk, unless longer periods apply by law. Once the reported defects have been remedied, the warranty period for the affected Delivery Item shall recommence.
- 8.7 In the event of defects in the Delivery Item, the Contractual Partner must immediately remedy the defect (replacement deliveries, sorting or reworking, etc.).
- 8.8 The above warranty provisions shall also apply if the Contractual Partner installs or assembles Delivery Items on behalf of GREINER. In this case, the warranty period shall commence upon acceptance of the fully assembled items by GREINER or GREINER's client in accordance with the written acceptance confirmation.
- 8.9 If there are concerns regarding the execution method requested by GREINER, the Contractual Partner must notify GREINER of such concerns in writing without delay. Only justified concerns shall affect the binding nature of the originally agreed delivery time.
- 8.10 If GREINER is held liable for a violation of applicable legal provisions, the Contractual Partner shall indemnify and hold GREINER harmless from such claims and any resulting expenses, provided the breach was caused by the Contractual Partner.
- 8.11 Contractual Partner shall be liable for any expenses and damages incurred by GREINER in connection with measures taken to avert damage, insofar as such measures are based on defects in the Delivery Item supplied by the Contractual Partner or any other violation of applicable legal provisions attributable to the Contractual Partner.
- 8.12 Throughout the entire limitation period, the Contractual Partner shall bear the burden of proving that the damage was not caused by its fault.
- 8.13 Upon request, the Contractual Partner shall reasonably assist GREINER in clarifying and defending against third-party claims.
- 8.14 All other statutory or contractual rights of GREINER shall remain unaffected by the provisions of this Clause 8.

## 9 TERMINATION

- 9.1 GREINER may terminate the Contract at any time subject to one month's notice. In the event of termination, any services already commenced or rendered prior to the effective date of termination shall be remunerated on a pro-rata basis in accordance with the agreed compensation terms.
- 9.2 Either party may terminate the contractual relationship without notice for good cause – this applies even to partially rendered services with respect to the unfulfilled portion of the Contract. A good cause shall be deemed to exist, without limitation, in particular where contractual (including ancillary) obligations have been breached, there are significant defects in the Delivery Item, there is a substantial delay in delivery, or significant changes in financial circumstances, including, but not limited to, the rejection of insolvency proceedings due to insufficient assets, where continued adherence to the Contract becomes unreasonable.

## 10 SUBCONTRACTORS

- 10.1 The Contractual Partner shall inform GREINER in writing of all subcontractors (vicarious agents) who supply the Contractual Partner or assist it in the fulfilment of the Contract. Subcontractors not named in the Contract must be approved in writing by GREINER.
- 10.2 Should GREINER grant its consent, the Contractual Partner shall ensure that the contracts with the subcontractors are designed in such a way that the Contractual Partner can fulfil its obligations to GREINER without restrictions.
- 10.3 The Contractual Partner shall ensure that GREINER has the right to inspect all Work currently being carried out at the Contractual Partner's and/or subcontractor's premises at any time and to receive information on the current status of the Work on site.

- 10.4 Regardless of which party provides the Delivery Item, the Contractual Partner shall remain solely responsible. At the same time, GREINER's approval of any subcontractor does not release the Contractual Partner from its obligations under the agreement with GREINER.

## 11 MOULDS AND TOOLS

- 11.1 Tools or moulds manufactured or procured by the Contractual Partner on behalf of GREINER shall become the sole property of GREINER upon their manufacture or acquisition by the Contractual Partner. The transfer shall take place through free storage of the tools by the Contractual Partner for GREINER. The Contractual Partner undertakes to store and maintain them with due care. Storage fees and costs for servicing and maintenance shall be included in the tool costs.
- 11.2 During storage, the Contractual Partner shall be liable for any deterioration or loss of the tools and moulds.
- 11.3 The Contractual Partner undertakes to insure tools and moulds at its own expense against theft, fire and loss and to provide proof of this insurance to GREINER upon request.
- 11.4 The tools and moulds may not be scrapped or made accessible to third parties without GREINER's prior written consent and may be used solely for the contractually agreed purposes.
- 11.5 GREINER shall be entitled to provide tools and moulds to third parties for the production of parts for GREINER, and to have the tools and moulds maintained, renewed, or modified for GREINER's purposes either by itself or by third parties.
- 11.6 GREINER shall be entitled to withdraw the tools from the Contractual Partner if the delivery of parts is not made on time or in accordance with the Contract, or if the Contractual Partner demands higher prices for the parts in future orders than those agreed upon at the beginning of the Contract.

## 12 HARDWARE AND SOFTWARE

- 12.1 Hardware and software shall always be regarded as a single unit.
- 12.2 If the Contractual Partner is contractually obliged to deliver software that was not specifically developed for GREINER, the Contractual Partner shall grant GREINER a transferable and non-exclusive right of use. This right of use shall be unlimited in time if a one-time fee has been agreed for such use. For software specifically developed for GREINER, the Contractual Partner grants GREINER an exclusive, transferable, and perpetual right of use for all types of exploitation, even excluding the Contractual Partner itself. Unless otherwise agreed, the source code of the software in its current version shall also be delivered.
- The Contractual Partner shall carry out the installation of the software. It will then hand over to GREINER a data storage medium that can be read on GREINER's system, containing the source and machine code, along with the associated documentation (content and structure of the data storage medium, program and data flow charts, test procedures, test programs, error handling, etc.). In addition to this documentation, the Contractual Partner shall provide GREINER, prior to acceptance, with a comprehensive written user manual in the language requested by GREINER and in sufficient quantity.
- 12.3 Software developed specifically for GREINER shall be accepted by GREINER by means of a written acceptance report if it meets the requirements defined in the Contract. Any subsequent improvements to be carried out by the Contractual Partner shall also be recorded in this report. If GREINER does not perform acceptance within four weeks of the Contractual Partner's notification of readiness for acceptance, or if it refuses to do so without justification, the developed software will be deemed accepted once it has run satisfactorily and without error messages in a free trial operation for at least four weeks.

- 12.4 The Contractual Partner undertakes to provide GREINER, free of charge, with all subsequent program versions containing error corrections ("updates") during the warranty period.

## 13 QUALITY AND DOCUMENTATION

- 13.1 The Contractual Partner guarantees that the Delivery Item is of impeccable quality with regard to the materials used and workmanship. The Contractual Partner further guarantees full compliance with all applicable safety regulations and ensures that the Delivery Item and its manufacturing fully comply with the applicable national and international laws, directives, (OEM-specific) norms and standards (*inter alia* EN standards, Ö-Norms/DIN, Regulation (EU) 1907/2006, REACH, VDA and AIAG standards, FAA and EASA standards, Directive 2008/98/EC, Directive 2011/65/EU, Regulation (EC) 1272/2008, Regulation (EU) 2019/1021, etc.) as well as the requirements arising from quality agreements and provisions, in particular with regard to occupational health and safety, environmental protection and fire safety, as well as statutory accident prevention regulations and safety regulations (CE conformity) and the latest version of the relevant technical standards. Insofar as the Contractual Partner is not directly subject to the applicable

national and international laws, directives, norms, and regulations, the Contractual Partner shall support GREINER in fulfilling or providing the corresponding evidence thereof. Unless otherwise required, the generally accepted, latest technical standards shall apply.

- 13.2 The Contractual Partner is obliged – as far as possible – to provide complete but easily understandable instructions for use, to keep all necessary documents and to closely monitor the Delivery Item.
- 13.3 The Contractual Partner must be certified at least according to DIN EN ISO 9000, 9001 et seq., or apply another comparable quality management system.
- 13.4 The Contractual Partner is obliged to keep quality records for ten (10) years from the date of order, unless otherwise agreed in writing.
- 13.5 The Contractual Partner may only commence series production in the automotive sector once GREINER has accepted the initial samples and has confirmed this in writing by means of an acceptance report or test report signed by both parties.
- 13.6 If the scope and type of testing, as well as the testing equipment and methods, have not been agreed upon in writing between the Contractual Partner and GREINER, the required state of the art testing technology shall be determined upon request by either party through their respective quality departments.
- 13.7 GREINER is authorised to inspect the Contractual Partner's quality management during business hours and reserves the right to conduct, or have conducted, a system or process audit on-site at the Contractual Partner's premises at any time to review the existing quality management system. The Contractual Partner shall also grant GREINER access to enable verification of other commitments made by the Contractual Partner.
- 13.8 The Contractual Partner shall inform GREINER in writing, promptly and without request, at least six (6) months in advance of any planned changes to materials, manufacturing processes, formulations, suppliers, and supplied parts. The Contractual Partner may only change materials, manufacturing processes, formulations, suppliers, and supplied parts with GREINER's prior written approval. In the event of changes to materials or formulations, the Contractual Partner shall submit new product specifications, declarations of conformity, certificates of analysis, and confirmations for or regarding ingredients, as well as safety data sheets, without request. Furthermore, the Contractual Partner undertakes to provide GREINER with product samples for analysis.
- 13.9 The Contractual Partner undertakes to inform GREINER of the expiry of a material at least six (6) months in advance.

#### 14 ENTRUSTED DOCUMENTS AND CONFIDENTIALITY

- 14.1 In particular, but not limited to, technical and commercial data, models, sketches, matrices, templates, samples, drawings, specifications, etc., as well as confidential information and design data that are made available to the Contractual Partner directly or indirectly by GREINER or fully paid for by GREINER (collectively referred to as "**Documents**") and trade secrets, shall explicitly not be used for any other purpose, in particular for deliveries to third parties.
- 14.2 Documents provided to the Contractual Partner by GREINER, either directly or indirectly, shall remain the property of GREINER.
- 14.3 The Documents, including any copies, must be returned without request, at the latest when they are no longer required by the Contractual Partner for the performance of the services and deliveries. The return shall be free of charge for GREINER.
- 14.4 These Documents must be reviewed by the Contractual Partner immediately upon receipt. If these Documents contain technical or other defects, the Contractual Partner shall notify GREINER of these immediately upon detection.
- 14.5 The Contractual Partner shall, in any case and upon request, provide GREINER with appropriate support in the investigation and defence against third-party claims.
- 14.6 The Contractual Partner may only engage individuals for the fulfilment of its contractual obligations, duties, and related tasks if they have been demonstrably and expressly bound by a confidentiality obligation prior to commencing their activities.
- 14.7 The obligation to maintain confidentiality of all Documents and trade secrets shall remain fully in force even after termination of the contractual relationship. This also applies to Documents and trade secrets entrusted or otherwise made accessible to the Contractual Partner or to persons according to Clause 14.6 in the course of future contractual negotiations, even if no contract results from such negotiations.
- 14.8 The disclosure of Documents does not constitute a transfer of know-how or intellectual property rights, nor does it imply any granting of licenses in this regard. The Contractual Partner is not entitled to register any

intellectual property rights of any kind in connection with any confidential information received.

#### 15 RIGHTS OF USE AND PROTECTION

- 15.1 Contractual Partner grants GREINER the right of use and exploitation, unlimited in terms of territory, content, and duration, to all plans, drawings, graphics, calculations, and other documents related to the Contract, either created by the Contractual Partner or commissioned from third parties, in all known media formats, including electronic media, the Internet, and online media, as well as all image, sound, and data storage media, for the purposes contractually agreed or stipulated in the Contract. GREINER is entitled to use the drawings for the production of spare parts and similar purposes, including through third-party contractors.
- 15.2 All models, tools, devices, drawings and other manufacturing aids, etc., prepared for the performance of the Contract shall become the property of GREINER and must be clearly marked as such.
- 15.3 The agreed price covers the acquisition of industrial property rights, in particular patents, to the extent that their acquisition is necessary for GREINER or GREINER's clients to freely use, partially or fully reproduce, or resell the Delivery Item.
- 15.4 GREINER retains all intellectual property rights and rights of use to all Documents, such as engineering, documentation, software, and know-how, without restriction. Documents transmitted by GREINER to the Contractual Partner may not be edited, copied, reproduced, translated into another language, distributed, or processed (by printing, photocopying, microfilming, or other means), electronically or otherwise, in whole or in part, without GREINER's prior written consent.
- 15.5 The Contractual Partner shall ensure that the Delivery Item, its contractual use, and the manufacturing process do not infringe any third-party rights (in particular patent rights, utility model rights, copyrights, design rights, trademark rights, or other intellectual property rights). The Contractual Partner shall indemnify and hold harmless GREINER and its clients from any third-party claims arising from such infringements. In this case, the Contractual Partner shall bear any license fees, expenses, and costs incurred by GREINER to prevent and/or remedy infringements of intellectual property rights.

If joint activities between the parties, particularly in the area of development, result in outcomes eligible for patent protection, the Parties shall separately agree on the terms for the registration and exploitation of such know-how. Under no circumstances shall such agreement result in an increase in the prices of the Delivery Items.

#### 16 DATA PROTECTION

- 16.1 The Contractual Partner 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 Contractual Partner 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.
- 16.2 Detailed information regarding the categories of data, purposes of processing, legal basis, etc., is outlined in the Privacy Notice of the Contractual Partner – 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/>; Assistec <https://www.greiner-assistec.com/en/GDPR/>).
- 16.3 If the delivery or service of the Contractual Partner also constitutes data processing on behalf of GREINER, the Contractual Partner 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.

#### 17 COMPLIANCE

- 17.1 The Contractual Partner 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.

- 17.2 If the Contractual Partner 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).
- 17.3 If the Contractual Partner 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.
- 17.4 Neither the Contractual Partner 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 Contractual Partner undertakes to ensure that its own contractual partners or subcontractors comply with at least comparable principles.
- 17.5 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 Contractual Partner shall be protected. GREINER shall bear the costs for this.
- 17.6 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 Contractual Partner shall be excluded in this case.

## 18 SANCTIONS AND EXPORT CONTROL

- 18.1 The Contractual Partner is aware that certain territories, legal entities and/or natural persons may be subject to sanctions and/or embargoes or the like ("**Measures**") under various legal systems (e.g. under US, EU or national law). The Contractual Partner undertakes to comply with all applicable national and international sanction laws and regulations ("**Sanction Laws**") and confirms that the Contractual Partner and its products are not subject to any restrictions.
- 18.2 The Contractual Partner confirms that it has appropriate procedures in place to comply with these Sanction Laws. The Contractual Partner is obliged to (i) conduct sufficient due diligence and to monitor its business partners closely at all times and (ii) ensure that they do not purchase Delivery Items that are subject to applicable Measures or (iii) otherwise act in violation of applicable Measures. The Contractual Partner shall use its best efforts to obtain and maintain all necessary export licenses.
- 18.3 Upon request, the Contractual Partner shall provide documents to demonstrate compliance and report any violations of these provisions immediately in writing.
- 18.4 The Contractual Partner commits to provide GREINER with all data in connection with the Delivery Items for possibly required export licenses (among others also pursuant to US re-export regulations) and proofs of origin as well as the respective export documents. This includes, in particular, information on whether the Delivery Items are subject to an export permit pursuant to Regulation (EU)2021/821 in its most current version ("**Dual Use Regulation**"), pursuant to nationally applicable export law and/or US re-export law (Export Administration Regulations). If so, the corresponding export list number and/or the Export Control Classification Number (ECCN) are to be forwarded in the order confirmation.
- 18.5 If general export permits are held, these must also be provided to GREINER; otherwise the Contractual Partner shall indemnify GREINER and/or the Freight Carrier against any damages or losses resulting from any non-compliance. Promptly after the conclusion of the contract, the Contractual Partner shall inform GREINER of possible new export bans/limits/restrictions and shall submit timely alternative Delivery Items to GREINER free of charge. In case the Contractual Partner is unable to fulfill the order, GREINER may purchase the Delivery Items from an alternative Contractual Partner without violating any existing exclusivity agreement and may share any Intellectual Property of the Contractual Partner with an alternative contractual partner to ensure the delivery.
- 18.6 Any violation of these provisions shall constitute a material breach of contract and shall entitle GREINER to terminate the corresponding Contract with immediate effect. Any claims against GREINER arising from this termination of contract are excluded. The Contractual Partner shall immediately compensate GREINER for all costs and/or damages caused by violations of these provisions.

## 19 APPLICABLE LAW AND JURISDICTION/ARBITRATION AGREEMENT

- 19.1 These GTC and the underlying Contracts shall be governed exclusively by Czech law, unless GREINER and the Contractual Partner have their registered offices in the same country. In this case, these GTC and all

Contracts concluded between GREINER and the Contractual Partner 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.

- 19.2 If the registered office of the Contractual Partner is located within the European Union and the registered office of the contracting GREINER company and the registered office of the Contractual Partner are located in the same country, the exclusive place of jurisdiction for GREINER and the Contractual Partner shall be the competent court at the registered office of the contracting GREINER company.
- 19.3 If the Contractual Partner's registered office is located within the European Union and the registered office of the contracting GREINER company and the Contractual Partner 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 Contractual Partner.
- 19.4 If the Contractual Partner'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 Contractual Partner 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.
- 19.5 GREINER also has the right to bring legal action before the court having jurisdiction over the registered office of the Contractual Partner.

## 20 FINAL PROVISIONS

- 20.1 These GTC and the Contract concluded between GREINER and the Contractual Partner shall remain binding even if individual provisions of these GTC or the Contract are legally invalid.
- 20.2 Any invalid provision or invalid condition shall be replaced in good faith by a provision that comes closest to the purpose of the invalid provision or condition and ensures the achievement of the economic purpose of the Contract.
- 20.3 Amendments to these GTC and/or the Contract must be made in writing to be effective. This also applies to any waiver of the written form requirement. Any verbal agreements relating to these GTC or Contracts shall be deemed to have been mutually revoked upon the effective date of these GTC with respect to the relevant legal transaction.
- 20.4 The written form within the meaning of these GTC is also fulfilled by electronic data transmission (e.g., email or EDI). In this context, the written form/signature requirement is also met if (simple) electronic signatures are used.
- 20.5 The Contractual Partner may only use the business relationship for promotional purposes after obtaining prior written consent from GREINER. Such consent may be revoked at any time without stating any reasons, and the revocation shall result in the immediate deletion/cessation of any further use (for advertising, reference lists, press releases, etc.) without any entitlement to reimbursement.