

General Purchasing Conditions
valid for all companies of the AMAG group
December 2022

Revision: 11; date 16.12.2022

The following purchasing conditions shall apply to all orders, except such conditions are expressly waived through separate written agreement. For the execution of this order the acceptance of the order shall invalidate any general terms and conditions in the supplier's order confirmation which are inconsistent with the present purchasing conditions. There is no need for a special objection to the supplier's general terms and conditions. In case of permanent business relationship, even if no special reference is made, any orders shall be considered awarded according to our purchasing conditions.

1. Order

- a) Only written orders are binding. Any other agreements shall require our written confirmation.
- b) An order is considered accepted after you send us the order confirmation, i.e. the duly signed carbon copy of the order. Should you fail to confirm the order within 3 business days of the order date, our order shall be deemed accepted and shall be binding on you.
- c) No changes shall be made to our order without our express written approval. Any delivery terms of the supplier shall be binding on us only after we have expressly approved them in writing.

2. Prices, taxes and packaging

- a) Unless otherwise agreed, the latest Incoterms® shall apply to the cost transfer, and pricing shall be based on a fixed price. All prices are net prices and exclude value-added tax.
- b) In the absence of special provisions, all goods shall be appropriately packed according to the prevailing trade practices and in a suitable and proper manner. Unless otherwise agreed, all shipping and packaging material shall become our property; goods shall be returned at the risk and expense of the supplier.
- c) Any fees, costs or taxes incurred as a result of the order are borne by the supplier, unless otherwise agreed.
- d) All invoices of the supplier shall meet the requirements of applicable tax law as well as the requirements set forth in this purchasing conditions.
- e) The following shall apply to purchases within the framework of an intra-community delivery (from another EU member state):
 - the VAT identification number of the supplier shall match the country of departure of the deliverables; in the event of discrepancies, prior clarification with us is required.
 - the VAT identification number of the purchaser shall be as stated in the order, unless otherwise communicated by us,
 - invoiced VAT for basically tax-free deliveries or services will not be paid,
 - Austrian VAT invoiced by foreign suppliers will be transferred directly to the tax authorities in the name of the supplier when due, unless a permanent establishment certificate is presented; the tax number of the supplier shall be communicated to us,
 - if the purchaser does not collect the deliverables, it is assumed that the supplier carries out the transport or dispatch on its own responsibility. If this is not the case, we shall be informed accordingly.
- f) Invoices that do not meet the requirements set forth in these purchasing conditions will be sent back to the supplier unprocessed. Any costs arising from this will be billed to the supplier. In this case, the term of payment shall begin with receipt of a new, properly issued invoice that meets all requirements of these purchasing conditions.
- g) The supplier shall comply with all applicable tax regulations and shall indemnify and hold us harmless with regard to any violation of these regulations.
- h) All direct taxes (e.g. withholding taxes) that are levied in connection with the remuneration paid are borne by the supplier. We have the right to withhold these taxes from the remuneration to be paid and to transfer them to the tax authorities for the account of the supplier. If an applicable double taxation agreement provides for a reduction or exemption from direct taxes, we will check this accordingly with the immediate cooperation of the supplier.
- i) We are entitled to refuse to pay the agreed price if the payment would violate statutory law.
- j) The supplier undertakes to cooperate in creating and/or providing all necessary evidence in compliance with the statutory law and duties of care. No remuneration shall be granted therefor, as well as for the preparation of offers, plan etc.

3. Delivery dates and deadlines; default and force majeure

- a) Agreed delivery dates and deadlines are binding.
- b) The supplier is obliged to immediately advise us in writing if circumstances arise, or it becomes aware of circumstances, which render it impossible to uphold the agreed delivery dates/deadlines.
- c) The due date for delivery of goods shall be deemed fulfilled, if the goods are received by the buyer on such date.
- d) The supplier undertakes to indemnify the buyer for any and all damages caused by default. If the supplier fails for any reason whatsoever to effect delivery on the due date, we are entitled, without waiving any rights or remedies provided by law, and without setting a period of grace, to withdraw from the contract or to insist upon delivery.
- e) The contractual partners shall be relieved of their contractual obligations for the duration and the extent of acts of God, strikes, riots, regional or supra-regional power failures (blackouts), cyber attacks, acts of government, and other unforeseeable, unavoidable and severe events. This also applies if these events occur in a period in which the affected contractual partner is in default. The contractual partners undertake to immediately provide the necessary information and to adjust in good faith their obligations to the new circumstances. Should these events persist beyond a period of three months, we are entitled to withdraw from the contract with immediate effect.

4. Shipment

- a) Unless otherwise agreed, the delivery condition shall be DDP Lamprechtshausener Straße 61, A-5282 Braunau am Inn - Ranshofen, according to Incoterms®, as amended from time to time.
- b) In case third parties (e.g. forwarders, subcontractors) are involved, the supplier shall guarantee their compliance with our shipment terms.
- c) Delivery slips shall be sent to our destination factory as designated in the order immediately after departure of the shipment. The bill of lading shall be attached in duplicate (except for bulk shipments, in case of air freight or mail) to the consignment itself, or, in case of shipments by forwarder, handed out to the forwarder, with the note "bound for receiver".

- d) The complete order number shall be clearly indicated on the bill of lading, on the shipment papers intended for the receiver, on invoices and on the packaging itself (labelling).
- e) All shipping documents, invoices, etc. shall designate the following information:
 - total weight (gross weight, net weight), at least estimated weight,
 - a description of the goods that enables classification to the EU Customs Code for import or Intrastat purposes,
 - the 8-digit customs tariff number (combined nomenclature),
 - origin of the goods,
 - country of dispatch,
 - delivery condition according to applicable Incoterms®,
 - item number,
 - a contract position number, if specified in the order.
- f) In case of cross-border shipments from non-EU countries where, according to the delivery condition, the recipient of the goods carries out the import customs clearance, the following requirements shall be met:
 - clear labelling of the goods or their packaging as customs goods,
 - proper delivery of T1 shipping documents when the goods arrive at the receiving plant,
 - the goods or freight documents shall be accompanied by invoices and other documents, which are required for proper customs clearance.

In addition to the information according to lit. e), the following data shall be provided:

- value of goods and additional items relevant to customs value,
- in the case of preferential treatment, the applicable proof of preference such as A.TR / EUR.1 movement certificates as well as declarations of origin on commercial papers.

If, for whatsoever reason, documents cannot be attached to the goods at the time of dispatch, the documents shall be marked as „for customs clearance“ and shall be sent to the receiving plant in good time so that they are available when the goods are received.

- g) For deliveries from EU countries, the delivery documents shall, in addition to the information listed in lit. e), be accompanied by a supplier's declaration which contains the preferential origin of the goods.
- h) We shall bear the transport insurance costs only if expressly agreed. Incidental expenses in connection with the order execution that have not been agreed on or are not governed by the latest Incoterms® shall be borne by the supplier. As for the rest, reference is made to the shipment terms relevant to each individual transaction and/or customs provisions or stipulations, which are considered an integral part of these purchasing conditions.
- i) In case of failure to comply with our shipment, clearance, or documentation terms, all the risks, damages and costs resulting out of or in connection with such failure shall be borne by the supplier and the date of maturity for payment shall be postponed accordingly until compliance or presentation of the missing documents.

5. Acceptance

- a) Acceptance and examination of the delivery shall take place in our factory.
- b) In all cases – even after the goods have passed into our possession or have been transferred to the forwarder, carrier, or other agent – the obligation for examination and notice of defect shall only begin upon the use of the delivered goods.
- c) We only examine if the delivered goods comply with the ordered product type, quantity and if any obvious damages have occurred during transportation (obvious defects). Insofar, the supplier waives its right to object to the delayed notice of defects.
- d) Deliveries shall be considered accepted only after we have expressly confirmed this upon request.

6. Transfer of ownership, transfer of risk

- a) Ownership of the deliverables shall pass to us upon delivery at the destination in accordance with the agreed Incoterm®. The risk of accidental deterioration remains with the supplier until proper acceptance.
- b) In the event that material provided by us is processed by the supplier, the material and any scrap that may arise shall at any time remain our unlimited property. A transfer of ownership to the supplier does not take place at any time. Any rights of retention of the supplier to the material or the scrap are excluded.

7. Warranty

- a) Unless otherwise agreed, supplier's warranty for defects of the deliverables – this includes but is not limited to the lack of assured properties – shall be valid for 24 months after acceptance, commissioning or formal acceptance of the goods, whichever occurs later. Supplier's warranty for immobile goods shall be valid for 36 months after formal acceptance or commissioning, whichever occurs later.
- b) Without prejudice to our other rights emanating from the supplier's liability for breach of warranty, we are entitled to repair defects or damages or have these repaired by third parties at the expense of the supplier, should the latter fail to meet his obligations within an appropriate period of time, or should it be unreasonable for us to wait such time. The obligations of the supplier shall not be affected thereby.
- c) A notice of defect shall be deemed to be given in time for:
 - obvious defects according to clause 5 lit. c) up to 6 weeks from use of the goods,
 - for all other defects and hidden defects up to 6 weeks from discovery.
- d) The warranty for hidden defects shall be valid for 36 months from acceptance, commissioning or formal acceptance, whichever occurs later. In the case of goods that remain packed until their use, defects that do not become visible before unpacking of the goods are considered hidden damages.
- e) The deliverables shall particularly meet all legal requirements.

8. REACH-Regulation

- a) The supplier guarantees, that any deliveries that according to the Regulation (EC) No. 1907/2006 of 18 December 2006 of the European Parliament and of the Council („REACH-Directive“) are required to be registered, have accordingly been registered or preregistered, and, furthermore, the supplier guarantees that it has complied with any other of its obligations arising out of or in connection with the REACH-Directive, including but not limited to the obligation to provide information, or to provide and update safety data sheets. Suppliers having their corporate seat outside the EU shall appoint a representative that assumes any obligations according to article 8 of the REACH-

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Directive, to ensure that we will not be treated as importer according to the REACH-Directive, unless we decide in our discretion to act as an importer.

b) The supplier undertakes to classify substances and mixtures according to the legal requirements of the Regulation (EC) No. 1272/2008 of 16 December 2008 of the European Parliament and of the Council, and to comply with the derived labelling and packaging provisions.

c) In case of a breach of lit. a) or lit. b) above, the supplier shall indemnify and hold us harmless against any and all damages and losses arising directly or indirectly out of this breach, including but not limited to claims of third parties.

9. Invoices

Unless otherwise agreed, all invoices shall be sent electronically to invoice@amag.at, stating the order number.

10. Payment terms

a) Payment terms, particularly discount deadlines, start once the delivery has been received, and the invoice has been verified.

b) Unless otherwise agreed, we shall, at our sole discretion, effect payments by bank transfer 30 days after invoice date at a 3% discount, or 60 days after invoice date net. Services are paid net by bank transfer 30 days after invoice date. Unless separately agreed, cash on delivery shipments will not be accepted.

c) We absolutely reject the collection of receivables through banks and we shall return unpaid any debt collection orders presented by banks.

11. Order documents

a) All supplements to our inquiries or orders, as well as samples and models attached thereto, shall remain our property and shall not be used for any other purposes without our written consent; they shall be returned to us unsolicited with the offers or following the execution of the order.

b) The submission of bids implies the supplier's consent that technical tender documents, etc. can be made available to engineering partners, etc. for technical examination, without any obligation arising for us, after providing assurances for secrecy and against transferability. Tender documents shall not be returned.

12. Compliance rules, safety regulations

a) The compliance rules for AMAG suppliers, available on <https://www.amag-a4u.com/en/contact/translate-to-english-lieferanten>, shall be binding and strictly adhered to.

b) We are entitled to conduct checks on the supplier to make sure the measures stated in lit. a) have been implemented. The supplier will grant us access to its premises and the relevant documentation at any time for this purpose.

c) The supplier shall comply with the applicable safety regulations, in particular the information for external companies, available on <https://www.amag-a4u.com/en/downloads.html>, while carrying out any work at our premises, and he shall indemnify and hold us harmless from any and all possible injuries, for which we may be held responsible.

d) If the supplier's obligations according to lit. a), b) or c) are breached, we can enforce an immediate, premature termination of the contract, or withdraw from the contract, citing just cause.

13. Information security policies

a) The supplier shall provide us with the fully completed supplier evaluation "Information Security" form, available at <https://www.amag-a4u.com/en/contact/translate-to-english-lieferanten>, and certifies that all information given shall be true and correct.

b) We are entitled to request any evidence on the information provided according to lit. a) from the supplier as well as to conduct checks on the supplier to make sure the measures stated in lit. a) have been implemented. The supplier will grant us access to its premises and the relevant documentation at any time for this purpose. The supplier is also obliged to implement further information security relevant measures within a mutually agreed timeline.

c) The supplier shall inform us about all information security relevant events via e-mail to ITSicherheit@amag.at, if such events have or could have an impact on us or on the agreed deliveries and services. This includes, but is not limited to, events related to cybercrime.

d) If the supplier's obligations according to lit. a), b) or c) are breached, we can enforce an immediate, premature termination of the contract, or withdraw from the contract, citing just cause.

14. Performance

a) The place of performance shall be Lamprechtshausener Straße 61, A-5282 Braunau am Inn - Ranshofen.

b) The place of jurisdiction is Ried im Innkreis. Notwithstanding the aforesaid, we can also take legal action against the supplier at its general place of jurisdiction.

c) This contract is governed by Austrian law, without giving effect to its conflict of law rules. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply.

15. Intellectual property rights

The supplier shall indemnify and hold us harmless from any and all claims in connection with the fulfillment of the contract which arise from violation of intellectual property (such as patents and other intellectual property rights).

16. Quality management

a) The supplier commits to establishing a quality management scheme, and to constantly developing this. Further requirements are stated in the order.

b) Quality-related product and process changes shall be reported to AMAG before the change is made. Necessary measures shall be discussed with AMAG. Deviations require special approval to be issued by AMAG.

c) The supplier commits to keeping records proving the quality of the deliverables. These records shall be stored for the standard durations applicable to the deliverables. Special storage periods and any necessary traceability requirements are defined by AMAG in the order.

d) The supplier grants AMAG, and if necessary, also our customers or the authorities, permission to conduct checks on the supplier/manufacture upon prior arrangement. As part of these checks, we are particularly entitled to inspect and constantly assess production or reject defective parts during production.

17. Set-Off

The purchaser's contractual right to set-off is also extended to claims of companies affiliated with the purchaser within the meaning of section 189a of the Austrian Commercial Code against the supplier. The supplier's right to set-off against our claims is limited to undisputed claims of the supplier or claims which have been declared final and absolute by a non-appealable court decision.

18. Assignment

The assignment of any right or obligation arising out of or in connection with the contract requires our prior written consent.

19. General provisions

a) The supplier shall treat all orders and all documents and information provided for this purpose as confidential, this shall also apply to the fact of the cooperation between the parties. A reference for marketing purposes is only permitted with our express written consent. The recording of image material on our premises (in form of photos, videos, etc., regardless of the recording device such as camera, mobile phone, ...) may only take place for mandatory documentation requirements of order processing or project documentation and is expressly prohibited for any other purpose. Irrespective of the foregoing, the publication or distribution of the aforementioned image material to third parties is also prohibited unless our prior express written consent thereto has been given. The supplier shall be liable for any and all damages that we suffer from violation of any of the herein stated obligations.

b) Apart from the full order number or inquiry number, all correspondence shall also include the letter reference and date of previous correspondence. All queries shall be addressed to our procurement department.

c) Any subcontractors involved with the fulfillment of the order shall be approved by us beforehand. In this case, the supplier shall contractually oblige the subcontractors to comply with these terms and conditions, including but not limited to clause 12 'compliance rules and safety regulations' as well as clause 13 'information security policies'. Furthermore, full or partial transferral of orders to third parties requires our prior written consent.

20. Validity

a) This English translation of the purchasing conditions serves purely as non-binding information for the supplier. When in doubt, only the German version shall be valid.

b) If individual provisions of these purchasing conditions are fully or partly invalid or unenforceable, this shall not affect the validity of the other remaining provisions. Instead of the invalid or unenforceable provision, a stipulation shall be agreed that comes closest to the invalid or unenforceable provision in terms of economic impact to what the parties intended. The same applies to contractual gaps that arise during the execution of the contract.