

General Terms and Conditions of Purchase (GTCP)

1. General information

- 1.1 The contract with the Supplier is based exclusively on the following General Terms and Conditions of Purchase (GTCP) of the Orderer. Orderer within the meaning of these General Terms and Conditions of Purchase shall be Plansee SE, A-6600 Reutte/Tyrol, Austria and/or Plansee Group Functions Austria GmbH, A-6600 Reutte/Tyrol, Austria (hereinafter referred to as the "Orderer"). These GTCP shall also apply mutatis mutandis if the subject matter of the contract with the Supplier is the production of a work.
- 1.2 The GTCP shall apply exclusively. Any conflicting, additional or deviating terms and conditions of the Supplier shall not apply unless the Orderer expressly agrees to their application in written form in the individual case. These GTCP shall also apply if the Orderer provides a service to the Supplier without reservation in the knowledge that the Supplier's terms and conditions conflict with, or deviate from, these GTCP.
- 1.3 These GTCP shall also apply to any future transactions with the Supplier without the requirement for an express agreement in an individual case.
- 1.4 All commercial and contractual correspondence, whether written or verbal, shall be conducted with the Orderer's Purchasing Department, unless otherwise specified herein. The purchase order number must always be quoted.

2. Conclusion of the contract and content of the contract

- 2.1 Orders shall be placed in writing or by a purchase order generated automatically by an electronic system without a signature. An order must be countersigned and returned by the Supplier without any changes immediately after receipt. The order as well as these GTCP shall be deemed accepted automatically by the Supplier if the Supplier has not objected to them in writing within 2 (two) working days.
- 2.2 The Supplier shall adhere to the Orderer's specifications in the offer and in the order confirmation precisely. The Orderer shall be expressly notified in writing about any deviations. The content of the Orderer's order shall be decisive for the content of the contract. This shall apply even if the order has not been confirmed in writing by the Supplier.
- 2.3 In the case of call orders, there shall be an obligation to take delivery only after an express call by the Orderer. This shall apply even if the goods have already been completed and are ready for delivery.
- 2.4 In the case of contracts that (also) include software and/or consulting services, the Supplier shall agree with the Orderer concerning a specification document for deliveries and/or services to be provided by the Supplier.

3. Delivery

- 3.1 In addition to goods and services stated expressly in the order, the scope of delivery shall also include all goods and services (including full documentation in electronic form and in German and/or English) required for proper implementation and function of the ordered goods and services. Implementation of all deliveries and services must comply with the latest state of the art as well as applicable standards and laws. The delivery date (date of fulfilment of the service or receipt of the goods at the place of delivery), place of delivery, Delivery Terms (e.g., applicable Incoterms) as well as shipping and packaging instructions shall be specified in the order and compliance with them by the Supplier is essential. The unloading times are Monday to Friday, 7.30 a.m. to 15.30 p.m. in each case. The Orderer reserves the right to postpone delivery dates. The Supplier shall not claim any additional costs from the Orderer for this reason.
- 3.2 The Supplier shall notify the Orderer about the shipping data (e.g., order number, consignment number, flight number, waybill number, etc.) immediately after dispatch of the goods. Partial deliveries shall be identified as such.
- 3.3 Shipment must be made to the place of delivery specified by the Orderer. Goods without proper shipping documents shall not be accepted by the Orderer. The Supplier shall be liable for any consequences of incorrect information in the shipping documents.
- 3.4 If it becomes apparent to the Supplier that the delivery date will be exceeded, the Supplier must inform the Orderer immediately in writing about the reason and the duration of the delay and state a new binding delivery date. This information or a newly agreed delivery date as a result of the delay in delivery shall not constitute a waiver by the Orderer of their rights and claims to which they are entitled on account of the delay in delivery.
- 3.5 The risk shall pass to the Orderer as soon as the Orderer actually takes delivery of the goods or, in the case of machinery or installations, or if the subject matter of the contract is a work, upon final acceptance.
- 3.6 The Orderer shall not be required to accept COD shipments.
- 3.7 In the case of contracts that (also) include software services, the Supplier shall provide all program documents. If software has been developed specifically for the Orderer (e.g., for the proper completion and the operation of an installation/component of an installation), the Orderer shall be granted an exclusive, transferable right of use, unlimited in terms of time, for all types of use; this shall apply in particular to source codes.

4. Prices and payment terms

- 4.1 Unless otherwise agreed, prices quoted are fixed prices free receiving plant.
- 4.2 Invoices must comply with the requirements of VAT law relating to the content of an invoice and must accord with the order. Invoices must be addressed to the financial accounting department, stating the order number, and sent in digital form to the email address stated in the order. Invoices must not be enclosed with the consignment. If the Orderer uses a digital platform for verification of invoices, the Supplier shall upload the invoice to the platform. The Supplier's use of such platform shall be in accordance with the Orderer's instructions or in compliance with the terms of use of such a platform. Any delays in payment resulting from the Supplier's failure to comply with this regulation shall be the responsibility of the Supplier.
- 4.3 Unless otherwise agreed, invoices shall be due for payment upon defect-free and complete delivery and receipt of a correct invoice within 30 days with a 3% discount, within 60 days net.
- 4.4 Partial invoices shall be permissible only with the prior written consent of the Orderer and must be identified as such. Partial invoices may not exceed the value of the services rendered up to that time.
- 4.5 The Orderer shall be entitled to set off all claims of the Supplier against the Orderer. The Supplier shall not have entitlement for offsetting.

5. Items provided and tools

- 5.1 Items provided by the Orderer shall remain the property of the Orderer and must be marked by the Supplier as being the property of the Orderer.
- 5.2 An object provided must be insured by the Supplier in accordance with its value and preserved with care free of charge. A certificate of insurance must be submitted to the Orderer upon request. The Orderer shall be informed immediately about any loss or damage. The Supplier shall be liable for any damage that they cause.
- 5.3 In the case of processing or mixing with other items, the Orderer shall acquire co-ownership to the extent that corresponds to the value ratio between the provided item and the other items. In this case, the Supplier shall grant the Orderer co-ownership and undertakes to exercise the co-ownership for the Orderer as a custodian free of charge.
- 5.4 Tools provided by the Orderer or manufactured by the Supplier for the Orderer shall be the property of the Orderer and must be marked by the Supplier as such. These tools may not be transferred to third parties, brought to the attention of third parties or used by third parties for purposes other than the implementation of the contract without prior written consent from the Orderer. They must be preserved with care and protected against destruction, against use by third parties or purposes other than performance of the contract. The Supplier shall transfer them to the Orderer without delay as soon as the Supplier is requested to do so by the Orderer or when they are no longer required for the purposes of the contract.

6. Subcontractors

If the Supplier intends to engage a third party as subcontractor, this shall require prior written consent from the Orderer. For this purpose, the Supplier must submit the names and function of the subcontractor to be engaged to the Orderer for approval. The Supplier undertakes to transfer to their subcontractors their obligations under a contract and under these GTCP (this shall apply in particular, though not exclusively, to the Supplier's obligations under Clauses 7, 12, 13). The Supplier shall be liable for the subcontractors engaged by them.

7. Quality and environmental management; audits; energy efficiency

- 7.1 The Supplier undertakes, for themselves and their subcontractors in the implementation of their deliveries and/or services, to comply with relevant quality management and environmental management standards, for example ISO 9001 or ISO 14001, as amended from time to time, and also to provide the Orderer with up-to-date certificates from certification bodies authorized to issue such certification.
- 7.2 Following prior notice, the Orderer or a third party authorized by the Orderer shall be entitled to audit the quality and environmental management system as well as the quality assurance measures of the Supplier and their subcontractors. The Orderer's notice shall include audit details (such as time, place, type of audit) to a reasonable extent. Supplier and/or their subcontractors shall provide access to documents required for the audit and shall allow the Orderer or the Orderer's authorized third party to take part in quality audits. The Supplier shall ensure that the audit rights established herein also apply in relation to the Supplier's subcontractors.
- 7.3 In the context of the procurement by the Orderer of goods and services that use energy, the energy-related performance as well as the planned and expected useful life will be an evaluation criterion for the selection of offers. The Supplier must take this into account when preparing offers and provide the Orderer with corresponding information about the energy efficiency of ordered goods or services.

8. Impaired performances

- 8.1 The warranty period shall be 36 for movable goods and 60 months for immovable goods, from the date of complete fulfilment of all obligations of the Supplier and unconditional acceptance or - if acceptance has been agreed - unconditional acceptance of the supplies or services by the Orderer.
- 8.2 The Orderer shall have no obligation to carry out an inspection or give notice of defects upon acceptance of the supplies or services as defined by the provisions of Sections 377, 378 the Austrian Commercial Code (UGB). The provisions of Sections 377, 378 UGB shall not apply, and Supplier waives the right to object to delayed notice of defects.
- 8.3 If the Supplier fails to comply with the Orderer's claim for fulfilment or subsequent performance even within a reasonable period of time for remedying the defect or if the Supplier refuses to do so, the Orderer shall be entitled, without granting a further period of grace and at their discretion, option, to remedy the defect themselves, to have it remedied or to obtain a replacement from a third party at the Supplier's expense. The Orderer shall have the same right in urgent cases, in particular in order to avert acute danger or to prevent damage. For this purpose, the Supplier shall provide the Orderer with the required documents (for example plans, drawings, program documents, etc.) and data. In this case, the Orderer shall be entitled to provide all information and transfer all documents to the third party commissioned for fulfilment or subsequent performance. Any deviating non-disclosure agreement concluded before or after the inclusion of these GTCP shall not prevent this.
- 8.4 If the Supplier fulfills their obligation of subsequent performance, the limitation period for the goods repaired or delivered as replacement shall start anew upon correct transfer to the Orderer.
- 8.5 The Supplier shall be required to provide the Orderer with the unrestricted and unencumbered ownership and/or right of use of supplies and/or services. The Supplier warrants that the completion, manufacture and/or provision of the supplies and/or services as well as the use of them by the Orderer do not infringe any third party rights.

9. Contractual penalty

If the Supplier exceeds the agreed delivery time, the Orderer shall be entitled to claim a contractual penalty of 1% of the agreed price for the delayed part of the delivery or service for each working day of delay, although not more than a total of 10% of the same.

10. Transfer of ownership and assignment

- 10.1 Ownership of the Goods shall pass to the Orderer upon transfer.
- 10.2 In the absence of the Orderer's written consent, the Supplier shall not be entitled to assign the contract or any rights or obligations under it, in whole or in part, to any third parties.

11. Collateral

- 11.1 In the case of advance payment by the Orderer prior to performance, the Supplier shall be required to provide an unconditional bank guarantee from a first-class banking institution with a term of at least 30 days beyond the delivery date.
- 11.2 The Orderer may retain 10% of the total order value as a non-interest-bearing security for the duration of the agreed warranty period or the duration of the agreed guarantee period for the purpose of covering possible claims for damages, warranty or guarantee claims as well as claims under the law of enrichment. A replacement by a bank guarantee shall be possible with the consent of the Orderer. For this purpose, the Supplier shall provide an unconditional bank guarantee from a first-class banking institution with a period up to the end of the agreed warranty period or until the end of the agreed guarantee period. Payment of the 10% shall only be made after presentation of this bank guarantee.

12. Non-disclosure and data protection

- 12.1 The Supplier shall be required to maintain secrecy, and refrain from disclosure to third parties, in respect of all information and data (including but not limited to information and data of a commercial and technical nature) of the Orderer or companies affiliated with the Orderer that become known to the Supplier in the course of the business relationship with the Orderer and that are not in the public domain. Any subcontractors, affiliated companies or other third parties which the Supplier must necessarily engage for performance of the contract after prior consent from the Orderer shall be required by the Supplier to observe non-disclosure in the same way. The Supplier shall be liable for any breaches by such engaged third parties.
- 12.2 The Supplier shall be required to return or destroy the information and data of which they have become aware in an embodied form in accordance with Clause 12.1, including all copies and transcripts thereof, immediately after fulfilment of the contract or upon request by the Orderer or a company affiliated with the latter. In the case of destruction, the Supplier must confirm the destruction in writing.
- 12.3 The Supplier may use the Orderer's company name or trademarks for advertising purposes or when providing references only with prior written consent from the Orderer.
- 12.4 The Supplier shall comply with the relevant provisions of data protection law, in particular the EU General Data Protection Regulation 2016/679 (GDPR) and the national data protection law based thereon. In particular, the Supplier shall undertake the technical and organizational measures necessary to maintain data secrecy and data security, for example careful preservation and non-disclosure of entrusted personal data by employees, conclusion of agreements on commissioned data processing with subcontractors as well as the guarantee of a level of data security protection that accords with to the respective state of the art.

13. Compliance

- 13.1 The Supplier agrees to comply with all applicable laws and regulations, in particular concerning anti-corruption, antitrust and competition law, environment, health, safety and the fundamental rights of employees, fair labor practices and the prohibition of child labor and forced

labor. The Supplier further agrees to operate in accordance with the principles and expectations as stated in the Orderer's Code of Conduct and Supplier Policy. The current version of the Code of Conduct and the Supplier Policy are available on the Orderer's website www.plansee.com. The Orderer or a third party engaged by the Orderer shall be entitled to carry out a review of compliance with the above requirements.

- 13.2 The Supplier also undertakes in particular to comply with applicable regulations relating to import and (re-) export control, including regulations on sanctions lists and embargoes. The Supplier must obtain all necessary approvals and other authorizations required for import, use or export of the goods by the Supplier in accordance with the import and (re-) export control regulations applicable to him.
- 13.3 If a relevant authority requires the Orderer to submit documents that require the Supplier's cooperation, the Supplier shall be required, upon request by the Orderer, to provide the documents or other information required for this purpose and to provide them to the Orderer in good time.
- 13.4 When on the plant premises of the Orderer, the Supplier must comply with the house rules prevailing at the time.
- 13.5 In the case of a culpable breach of these obligations by the Supplier, the Orderer shall be entitled to withdraw from the contract without prejudice to further claims in accordance with the statutory provisions. Moreover, the Supplier shall be required to compensate the Orderer for the damages and expenses incurred on account of the culpable breach of the obligations pursuant to Clause 13 in accordance with the statutory provisions and to indemnify the Orderer against any corresponding claims by third parties.

14. Temporary interruption and cancellation

- 14.1 Interruption: The Supplier agrees, at the request of the Orderer, to interrupt (in whole or in part) the fulfilment or implementation of the delivery or service on a temporary basis, for a total period of up to six (6) months, whereby the Supplier shall not be entitled to any claims of any kind against the Orderer on account of such interruption. The Supplier shall be required to continue the performance of the delivery and service immediately after the interruption ends.
- 14.2 Cancellation: The Orderer shall be entitled to cancel the order/the agreed scope of delivery and services, in whole or in part, up to two (2) weeks before the delivery date and without stating reasons. In such a case, the Supplier shall not be entitled to any claims of any kind against the Orderer.

15. Force majeure

- 15.1 "Force Majeure" refers to unforeseeable and unavoidable events beyond the control of the relevant party. These include, for example: acts of war (declared or undeclared) or terrorism; riots or unrest; fire; flood or other natural disasters; epidemics; general strikes in the Orderer's or Supplier's country; government laws, ordinances or regulatory measures.
- 15.2 In the case of an event of force majeure preventing the Orderer from fulfilment of their contractual obligations, the Orderer shall not be in breach of contract vis-à-vis the Supplier; nor shall the Orderer be liable to the Supplier in such a case for any delayed performance or non-fulfilment.
- 15.3 If it is foreseeable for the Orderer that the Supplier's obligations or the Orderer's obligations under the contract cannot be fulfilled, in whole or in part, for more than three (3) months as a result of an event of force majeure, the Orderer shall be entitled, by written notice to the Supplier, to terminate the contract or to withdraw from the contract without giving rise to any claims on the part of the Supplier. Any further rights of the Orderer on the basis of the contract or based on statutory provisions shall remain unaffected.

16. Final provisions

- 16.1 Amendments or additions to the contract must be in writing or text form.
- 16.2 The contract shall be governed by Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws.
- 16.3 The place of jurisdiction shall be the court that has subject-matter jurisdiction and local jurisdiction for the Orderer's registered office. However, the Orderer shall also be entitled to bring an action against the Supplier at the latter's general place of jurisdiction.
- 16.4 If one or more provisions of these GTCP or of the contract are or become unlawful or invalid, in whole or in part, or if these GTCP or the contract contains a loophole, the legal validity and force of the remaining provisions shall remain unaffected thereby. In place of the unlawful or invalid provision, a valid provision shall be deemed to be agreed that most closely reflects the intention of the Orderer and the Supplier in economic terms. The same shall apply in the case of a loophole.