

GENERAL CONDITIONS OF PURCHASE

of AHI Carrier GmbH

Status: October 2023

1. Applicability

1.1. These General Conditions of Purchase (“CoP” apply to all current and future contractual relationships between AHI CARRIER GmbH, FN 315610h, Donau-City-Straße 6/9, 1220 Wien (“AHI”) and the supplier. They shall apply to the supply of goods and services by the supplier and to any ancillary services connected therewith.

1.2. The supplier is also subject to these CoP if, outside of a formal order confirmation, the supplier conclusively accepts the order of AHI (in particular by fulfilling it).

1.3. Different or more specific provisions in the contract between AHI and the supplier take precedence over the provisions of these CoP.

2. Supplier's Terms and Conditions

The supplier's general terms and conditions of business, sales and delivery or the like shall not apply. The possibility of a conclusive agreement of this kind is excluded. They therefore do not apply in particular even if the supplier refers to them (especially in offers or order confirmations) and AHI does not object or AHI accepts or pays for the supplier's services.

3. Orders and Contracting

3.1. The supplier is obliged to confirm or reject the order from AHI within five working days (Saturday is not a working day) after its receipt.

3.2. Until an order confirmation is received, AHI is entitled to cancel the order without giving reasons and without the supplier being able to derive any claims from this.

3.3. If the order confirmation differs from the order, no contract will be concluded until AHI has confirmed the different order confirmation in writing (email is sufficient).

3.4. If the contract between AHI and the supplier lacks specific details regarding the goods or services (e.g. technical information, dimensions, weight), the supplier is obliged to request specific details from AHI in a timely manner.

3.5. Any amendment or addition to the contract between AHI and the supplier shall require written confirmation by AHI (e-mail is sufficient) in order to be effective.

4. Supplier's Inventory, Resources and Staff

4.1. The supplier shall maintain sufficient stocks of goods and shall have available sufficient personnel and resources to meet the provision of its services and the reasonably foreseeable demand of AHI for these goods and services.

4.2. The supplier declares that the supplier has all the necessary authorisations, licences, certificates and approvals relating to the supply of the goods or the provision of the service and that the supplier will maintain them until the contractual relationship has been fully terminated.

4.3. The supplier guarantees that its personnel comply with all health and safety plans and procedures that AHI communicates to the supplier and that they otherwise

comply with the applicable occupational safety and health legislation.

5. Ancillary Services

5.1. The scope of services owed by the supplier also includes the delivery of the goods to the specified destination, the unloading of the goods by the supplier at the destination, compliance with the standards (e.g. hygiene standards) prescribed for the respective destination (e.g. construction projects), all documentation related to the goods or services, descriptions, test certificates, conformity certificates, etc., training, packaging and transport aids (at the request of AHI also the return and disposal of packaging and transport aids by the supplier) and all other services that are necessary for the intended use of the goods or services

5.2. Upon acceptance of the order, the supplier is obliged to provide AHI, free of charge, with a written statement pointing out possible health and safety risks of the goods or services and with safety instructions that AHI must follow in order to ensure that the goods or services are safe for use.

5.3. AHI is entitled to pass on documentation, descriptions, test certificates, conformity certificates, etc. to its customers. The supplier declares that this does not infringe any intellectual property rights of third parties.

5.4. Unless otherwise agreed, the ancillary services referred to in point 5.1 shall be included in the agreed price.

6. Place of Performance

Unless otherwise agreed, the place of performance shall be determined by the nature and purpose of the order. In case of doubt, the registered office of AHI is considered the place of performance.

7. Delivery Times

7.1. Agreed delivery times are binding. The supplier must inform AHI of any impending delay in writing (email is sufficient). However, the agreed delivery time remains unaffected.

7.2. At the request of AHI, the supplier must submit a detailed delivery or production schedule for the goods or services. The supplier must inform AHI in writing (email is sufficient) of any deviations from this schedule, whereby the acceptance of such notification by AHI does not constitute a waiver or modification of the originally agreed delivery dates and the claims of AHI arising from delay remain unaffected.

8. Delayed Delivery and Penalties

8.1. If the supplier is in default with his delivery or service, AHI is entitled to the rights according to Sections 918 and following of Austrian General Civil Code (ABGB).

8.2. In the event of delay, the supplier must pay a no-fault penalty of 1.2% of the net total order value for each week of delay started, but a maximum of 6% of the net total order value. AHI is entitled to claim additional damages caused by the delay. Payment of the penalty does not

relieve the supplier of the obligation to fulfil the supplier's obligations.

9. Investigation, Complaint and Rejection

9.1. AHI is not obliged to inspect the goods or services supplied and to report defects. The obligation to give notice of complaints in accordance with Section 377 of the Austrian Corporate Code (UGB) is excluded.

9.2. Notwithstanding this, all goods delivered or services provided are subject to approval by AHI. AHI may reject goods or services if, in the opinion of AHI, they do not meet the agreed requirements and/or are defective. If goods are rejected, they shall be stored at the supplier's risk and returned to the supplier at the supplier's expense.

10. Warranty and Guarantee

10.1. The Supplier warrants and guarantees that the goods delivered and services provided

- a) have the usually required properties and agreed specifications (e.g. including a sample);
- b) are free from defects (including defects in design, materials and workmanship);
- c) are free from third party rights (particularly security rights);
- d) are suitable for the purpose for which they were acquired;
- e) are unused;
- f) comply with the relevant laws, rules, standards, guidelines and regulations and the latest state of the art and are officially approved at the place of destination; as well as
- g) do not infringe any intellectual property rights of third parties.

10.2. In the event of defective delivery and/or service, AHI is particularly entitled to all claims based on error, warranty and damages specified in Sections 871 and following of Austrian General Civil Code (ABGB) and Sections 922 and following of ABGB.

10.3. The warranty period is 3 years from the (formal) acceptance of the goods or services by AHI. The warranty period is interrupted by any improvement action and begins again with the new acceptance of the entire delivery of goods or services.

10.4. If AHI enters into legal proceedings with a third party (i.e. its customer), irrespective of who is the plaintiff or the defendant, and AHI announces the dispute in these legal proceedings to the suppliers, the supplier hereby irrevocably waives all claims for defects and consequential damage caused by defects that AHI could bring against the supplier in the event of losing the legal proceedings until the expiry of 6 months from the final conclusion of the legal proceedings. The statute of limitations for such claims by AHI against the supplier is also suspended for this period.

10.5. The presumption of Section 924 S 2 of ABGB applies for the entire duration of the warranty period.

10.6. In the event of a breach of a contractual obligation as referred to in point 10.1, the supplier shall also be liable for any (consequential) damage suffered by AHI, its employees and representatives (a real contract for the benefit of third parties).

11. Insurance

The supplier must, at his own expense, take out and maintain all insurance until the contract is fully concluded, which is required by law or which a prudent person would take out in connection with the supply of the goods or the provision of the services. Upon request, the supplier must provide evidence to AHI that the aforementioned insurance policies are in force.

12. Trademarks and Rights of AHI

The supplier is not entitled to use the name, logo, trademarks or other distinctive marks of AHI (particularly not for advertising or marketing purposes) without the prior written consent of AHI. Intellectual property rights owned by AHI or rightfully used by AHI shall remain with AHI. The supplier does not have and shall not acquire any rights to such rights.

13. Spare parts, Consumables and Substitutes for Goods

Spare parts, consumables and substitutes for goods themselves must be available on reasonable commercial terms for a period of at least 10 years from the date of ordering by AHI. The supplier must inform AHI in writing at least four months in advance if this should no longer be the case.

14. Price, Coverage and Liability Allowance

14.1. Unless otherwise agreed, prices are unchangeable fixed prices including all taxes and duties.

14.2. For all deliveries of goods and services, AHI is entitled to retain a cover reserve of 10% of the partial or total invoice amount (to be billed with the final invoice) and in any case a liability allowance of 5% of the final invoice amount. AHI can hold itself harmless from the liability allowance for claims arising from warranty, delay and compensation (including penalties). The liability allowance must be released no later than 3 months after the warranty period has expired.

15. Permanent Obligations

If the contractual relationship with the supplier represents permanent obligations, AHI is entitled to terminate this properly with a notice period of 1 month before the last day of each month. The supplier shall be entitled to ordinary termination with a notice period of 3 months to the end of the quarter. The right to extraordinary termination or early termination of the contract for important reasons remains unaffected.

16. Accounting and Maturity

16.1. The supplier shall be entitled to invoice only after the delivery has been completed or the service has been fully provided. The prerequisite for the maturity of the invoice amount is an invoice that complies with the legal requirements (in particular Section 11 of Turnover Tax Act - UStG). All invoices, delivery notes and account statements shall clearly indicate the order number used by AHI.

16.2. The payment term for supplier invoices is 90 days from receipt of the invoice.

16.3. If payment is made within 14 days of receipt of the invoice, AHI is entitled to deduct a 3% discount.

16.4. AHI may withhold payment of the entire invoice, even if only part of the invoice is disputed.

17. No Licence Fees

All goods supplied are intended for use or resale by AHI or its affiliates and may be incorporated into other products/works; in this case no entitlement to license fees or other additional compensation exists.

18. No Minimum Order

AHI is not obliged to purchase a minimum value of goods or services from the supplier or to provide the supplier with a minimum income.

19. Subcontractors

The Supplier may not subcontract the performance of an order or service without the prior written consent of AHI. Regardless of the awarding of subcontracts, the supplier always remains obligated and liable to AHI.

20. Contract Termination by AHI

Without prejudice to any other rights that AHI may have under law, these CoP or otherwise, and without being liable to the supplier in any way, AHI may terminate the contract with the supplier with immediate effect by written notice (email is sufficient) if :

- a) the Supplier breaches a material contractual obligation and fails to remedy such breach to the satisfaction of AHI within 20 working days of receipt of written notice from AHI (email sufficient) describing the breach and requesting remedial action; or
- b) the supplier or any of its directors, officers or employees becomes persona non grata in a legal system or government for any reason.

21. Force Majeure

In the event of a total or partial cessation of the business operations of AHI due to strikes, lockouts, fires, natural disasters, government regulations or other causes beyond the control of AHI, AHI has the right at its discretion

- a) to demand that the supplier suspends the delivery of the goods or the provision of services free of charge for the duration of the force majeure event;
- b) to cancel an order in whole or in part free of charge and without further claims for compensation from the supplier; or
- c) to suspend the payment of an invoice from the supplier for the duration of the force majeure event.

22. Intellectual Property

22.1. The supplier shall indemnify AHI and the users of the goods and services supplied (real contract for the benefit of third parties) against all claims based on an actual or alleged infringement of the intellectual property of a third party.

22.2. Unless otherwise agreed, the supplier transfers to AHI, free of charge, all rights that AHI requires for the use (in particular resale) of the goods or services delivered.

23. Risk Assumption

The risk to the delivered goods and services is borne exclusively by the supplier until the delivery or service has been formally accepted by AHI.

24. Retention, Compensation

24.1. The supplier is not entitled to refuse delivery or other services (particularly in accordance with Section 1052 ABGB) until consideration has been provided or secured. Sections 369 and following of Austrian Corporate Code (UGB) are excluded.

24.2. AHI is entitled to offset its claims against the supplier's claims, regardless of the legal basis on which they arise.

25. Code of Conduct and Code of Ethics

The supplier undertakes to comply with the on the AHI homepage available Code of Ethics (https://ahi-carrier.at/wp-content/uploads/AHI-Code-of-Ethics_DE.pdf) and Code of Conduct (<https://ahi-carrier.com.au/pdf/AHI-Carrier-Code-of-Conduct.pdf>). They are an integral part of the contract.

26. Confidentiality

26.1. Each party undertakes to keep the confidential information of the other party secret. This does not apply if disclosure is required by a court or an authority, if it is necessary or expedient for a party to pursue legal proceedings and if it is passed on to party representatives or affiliated companies sworn to secrecy.

26.2. Upon the request of AHI, the supplier shall promptly return to AHI all confidential information provided to the supplier by AHI.

27. Communication

Unless otherwise provided, any communication to be made to the supplier pursuant to the contract between AHI and the supplier (including these CoP) shall in any case be deemed to be in due form if it is made in writing by registered mail to the address of the supplier entered in the commercial register. It is deemed to have been properly delivered on the second working day after being posted.

28. No assignment

The Supplier is not entitled to assign its rights or obligations to AHI in whole or in part without the prior written consent of AHI.

29. No Waiver

AHI must expressly waive any rights or claims against the supplier; in case of doubt, a waiver only applies to the specific individual case. In particular, the failure or delay in asserting a right or claim does not constitute a waiver.

30. No Association or Representation

The legal relationship between AHI and the supplier does not create a corporation, partnership, joint venture, agency, fiduciary, or employer-employee relationship. A party shall not have the authority to act or enter into obligations on behalf of the other party.

31. Convenience Clause

AHI is entitled to rely on statutory provisions in addition to the provisions of these CoP if they are more favourable to it.

32. Severability Clause

Should provisions of these CoP be or become ineffective, this shall not affect the effectiveness of the remaining

provisions. The ineffective provision shall be replaced by a valid provision which is as close as possible to the objective pursued. The same applies in the event of a regulatory gap.

33. Choice of Law and Place of Jurisdiction

33.1. The contractual relationship between the parties is subject to Austrian law, excluding the reference norms of international private law and excluding the UN Sales Law.

33.2. The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between AHI and the supplier is the court with subject matter jurisdiction for 1010 Vienna. AHI is also entitled to make claims against the supplier at other jurisdictions that arise from the law.