

The General Terms and Conditions of Purchase for PÖTTINGER Landtechnik GmbH and affiliated companies (Appendix 1):

I. BASIC CONDITIONS

1. The following terms and conditions of purchase are valid for orders from PÖTTINGER, unless PÖTTINGER confirms other deviating provisions in writing in individual cases. The supplier acknowledges that PÖTTINGER will object to the provisions of the supplier's general terms and conditions insofar as they contradict PÖTTINGER's general terms and conditions of purchase. The actual acceptance of the delivery does not imply acceptance of the supplier's general terms and conditions. The supplier is aware that he accepts PÖTTINGER's terms and conditions of purchase with his delivery.

II. ORDERS & DELIVERY SCHEDULES

1. Orders are only legally valid if they have been signed in the proper manner and in accordance with the company's signature. Any orders placed verbally or by telephone without subsequent written confirmation are invalid.
2. The supplier will immediately issue an order confirmation with binding prices and delivery conditions for each order, unless these are already stated in the order. If a price quotation could not be made, the supplier's prices quoted after the order require PÖTTINGER's written acceptance. Acceptance of delivery without written confirmation of the prices does not constitute acceptance of these prices. Without exception, all prices are fixed prices which cannot be changed to the disadvantage of PÖTTINGER even through subsequent currency changes in domestic or cross-border purchase contracts.
3. Provisions II. 1. and 2. shall also apply to delivery schedules.

III. TERMS OF DELIVERY AND NON-FULFILMENT

1. In any event, the supplier must comply with set delivery dates. If it becomes impossible for the supplier to comply with an agreed delivery date, the supplier must give notice of this in good time. Notwithstanding this notification and without prejudice to further additional claims, PÖTTINGER has the option to withdraw from the order and/or to claim damages for non-fulfilment. PÖTTINGER is then also entitled to procure a replacement delivery from a third party and to charge the supplier for the differential damage, without the supplier being entitled to raise any objection to the amount of the purchase price of the replacement delivery. If consignments have to be delivered more quickly through the fault of the supplier, the additional costs incurred as a result will be borne by the supplier. The acceptance of a delayed delivery or service does not constitute a waiver of any claims for compensation to which PÖTTINGER is entitled.
2. All deliveries to PÖTTINGER must be made freight and packaging paid. All costs and expenses incurred for this are included in the supplier's selling price. Ownership is only transferred to PÖTTINGER upon receipt and acceptance of the goods. Any transport risks are borne by the supplier. Accordingly, the supplier is responsible for ensuring that the goods sent to PÖTTINGER are insured.
In individual cases, PÖTTINGER declares its willingness to assume any transport risks and the insurance of the goods shipped, only through an explicit written agreement.
The supplier undertakes to immediately file all claims for compensation to which the supplier is entitled (i.e. with the railway or other carriers) for loss reduction, damage to goods and the like, and to immediately assign these claims to PÖTTINGER.
All wrapping and other packaging materials are included in the purchase price and can be returned by PÖTTINGER after deducting the total load value. A wear and tear fee is not the subject of an agreement.

IV. PAYMENT

1. Unless otherwise stipulated in writing, the terms of payment stated under II. ORDER are applicable. If terms of payment have not been specified or deleted, PÖTTINGER is entitled to deduct a 5% discount for payment within 30 days of receipt of the invoice. It is deemed to be agreed that all payments on PÖTTINGER's part will only be made with the provision of and in full consideration of all counterclaims of PÖTTINGER.
2. Should PÖTTINGER be in default with existing payment obligations, for whatever reason, we are obliged to pay a maximum of 5% interest on arrears per year.
Interest claims exceeding this, for whatever legal reason, cannot be enforced by the supplier. Assignments of the supplier's invoices are only possible with PÖTTINGER's consent. In the event of German law being applied, § 354a of the German Commercial Code (dHGB) will remain unaffected.

V. SETTLEMENT AND PAYMENT LOCATION

1. The settlement and payment location is deemed to be the location of the receiving plant as agreed. However, if this is not stated in the order, then Industriegelände 1, 4710 Grieskirchen, Upper Austria, is agreed as the settlement and payment location.

VI. WARRANTY

1. PÖTTINGER expressly reserves the right to assert claims under warranty for both obvious and concealed defects during the 24 months following receipt of the goods. For goods that are installed in PÖTTINGER products or equipment (machines, systems, etc.), the warranty period extends to 24 months from the date on which PÖTTINGER places the goods on the market. However, warranty claims will expire, at the latest, 30 months after delivery of the goods to PÖTTINGER.
2. In this case, the supplier will bear the return shipment costs as well as the costs for the removal and replacement of the rejected materials.
3. Furthermore, the supplier will also assume the same warranty period for the delivered goods and components not produced by the supplier itself. With regard to the provisions on the notice of defects, reference is made to point VII.
4. Any ancillary work caused by the supplier, which is not dealt with by the supplier in due time, may be carried out by PÖTTINGER, or by a third party, at the supplier's expense.
5. For rejected goods, the return of which is at the expense and risk of the supplier, PÖTTINGER reserves the right to either waive or insist on a replacement delivery, the transport of which is at the expense and risk of the supplier.

VII. NOTICE OF DEFECTS

1. The inspection of the goods in line with § 377dHGB or § 377 UGB will take place at the relevant PÖTTINGER receiving plant. The time period commences at the time of acceptance (receipt of goods by PÖTTINGER). PÖTTINGER limits the inspection of incoming goods for deliveries to determining compliance with the quantity and identity of the ordered products as well as obvious transport and packaging damage, with which the supplier agrees. Any complaints arising in the process will be reported within a reasonable period of time after their detection. If an employee of PÖTTINGER nevertheless confirms that he has accepted the items in order, his declaration does not in any case also extend to the fact that the items are free of defects in quality or title.
2. In addition, PÖTTINGER will inspect the delivered products in the normal course of business during production and notify the supplier in writing of any defects within a reasonable period of time after their detection.

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3. A complaint about the goods is possible within the agreed warranty period. Compliance with a notice period is not required in order to maintain warranty and/or compensation claims (in particular for defect and consequential damage) and/or other claims. If German law applies to the transaction, there is in any case a complaint period of fourteen days from receipt of the goods or discovery of the defect.

VIII. QUALITY AND LIABILITY

1. The supplier is liable for the faultless manufacture and execution of his consignments, as well as for the use of the most suitable materials. For the purposes of this provision, PÖTTINGER is entitled to make available to the supplier, at the supplier's expense, any delivery that does not comply with these terms and conditions, to demand cost-free replacement, or to assert all other warranty claims to which PÖTTINGER is entitled by law. Any claims by PÖTTINGER for damages against the supplier continue to exist without prejudice. In the event that claims for damages are asserted, the onus on proving that the supplier is not at fault rests exclusively with the supplier.
2. The supplier undertakes that the contractual products are marketable by PÖTTINGER taking into account the use known to the supplier and, in particular, guarantees compliance with all provisions of applicable international, European and national law regarding properties, condition, labelling, safety and recyclability, such as Regulation (EC) No. 1907/2006 (REACH), Regulation (EU) No. 2019/1021 (POP) and Directive 2011/65/EU (RoHS).
3. The supplier further guarantees that his deliveries are free from any third party rights, in particular that no third party patent, design protection, copyright protection and trademark protection rights are attached to the goods or parts thereof.
4. The supplier assumes the obligation to fully exempt PÖTTINGER from claims of third parties in this respect, to indemnify and hold PÖTTINGER harmless and to fully compensate PÖTTINGER for any damage arising therefrom, irrespective of whether the supplier or a third party caused the infringement.
The supplier guarantees that the qualities and designations of origin, as well as other information provided by them are true and correct.

IX. RESOURCES PROVIDED

1. Samples, models, dies, drawings, clichés and other aids remain the express property of PÖTTINGER, which PÖTTINGER may freely utilise at any time. These tools may only be used for the execution of PÖTTINGER's orders and may not be made accessible or be provided to third parties.

X. RETENTION OF TITLE

1. Retentions of title of any kind by the supplier are expressly unacceptable.

XI. CONTRACT SHORTCOMINGS

1. A contract dispute by the supplier due to a reduction of more than half (laesio enormis) as well as error, is excluded.

XII. COMPLETION IN THE EVENT OF WITHDRAWAL FROM THE CONTRACT

1. In the event of a total or partial withdrawal from the contract for reasons which PÖTTINGER is not responsible for, the supplier is obliged to take all measures to enable PÖTTINGER or third parties commissioned by PÖTTINGER to have the ordered goods completed.
2. This includes, in particular, the obligation to anchor in the contracts concluded by the supplier with third parties, in particular subcontractors or licensors, to enter into the right of entry, which is only dependent on PÖTTINGER's withdrawal, on the same terms as those granted to the supplier and to the extent required for the goods ordered. Furthermore, at the request of PÖTTINGER, the supplier is obliged, to immediately provide all plans and other documentation, rights, software and semi-finished

goods required for completion, which have been prepared by or are available to the supplier.

XIII. CONFIDENTIALITY

1. The supplier is obliged to treat PÖTTINGER's orders as strictly confidential. In the event of a violation, PÖTTINGER is entitled to cancel the order, without prejudice to the claims for damages to which PÖTTINGER is entitled.
2. The supplier is obliged to state the country of origin in order confirmations and invoices for the goods supplied by them that originate from EEA or EFTA countries, and declares that all goods supplied by them have been manufactured in the country that is stated as the country of origin, and that the supplier is aware of the rules and provisions of the term "originating product" within the context of the EEA or EFTA conditions of origin and that his declarations of origin correspond to these provisions.

XIV. COMPLIANCE

1. All goods delivered to PÖTTINGER (substances, blends and products) must comply fully, correctly and timely with the requirements of Regulation (EC) No. 1907/2006 (REACH). This particularly concerns the registration of substances as such, in mixtures and in products, and in compliance with the relevant authorisation obligations and restrictions.
2. Furthermore, the supplier must fulfil all obligations to provide information resulting from the implementation of the requirements according to item 1 above, in particular regarding hazardous substances, SVHC (cf. <https://echa.europa.eu/de/candidate-list-table>) and hazardous materials contained in deliveries, existing return or recycling obligations. This also applies if the information is only to be made available on request. Immediately upon being made aware of this, but no later than 1 month before the delivery date of the goods (including packaging), the supplier will provide [reach@poettinger.at] with the information required to submit a notification pursuant to Article 9 (1) lit i) of the Waste Framework Directive 2008/98/EC. If the supplier itself is subject to the notification obligation for the goods, the supplier will, in every case, provide the corresponding SCIP number.
Furthermore, upon request, the supplier will inform PÖTTINGER of all measures taken to comply with the requirements per the preceding point 1 by submitting suitable documentation (e.g. declarations of conformity, test reports) in electronic form. Information according to this provision is an essential part of the purchased item.
3. The supplier is aware that in the absence of information, PÖTTINGER generally assumes that there are no corresponding information obligations.
4. The supplier will update information regarding SVHC in the event of a change to the SVHC list for all deliveries made to PÖTTINGER in the 12 months prior to the publication of the amended list.
5. The supplier will ensure that the goods delivered to PÖTTINGER also comply with other applicable substance restrictions. Deviations from this clause 5, in particular the use of exceptions, must be notified to PÖTTINGER before delivery with evidence to justify the use of the respective exception and agreed upon with PÖTTINGER.
6. Furthermore, the supplier confirms that he acts in accordance with the PÖTTINGER Supplier Code of Conduct (available at: https://www.poettinger.at/en_in/unternehmen/einkauf) and grants PÖTTINGER the right to verify these obligations through audits. The supplier undertakes to cooperate in preventive and remedial measures to safeguard the protected interests enshrined in the Code of Conduct.

XV. COMPENSATION AND PRODUCT LIABILITY

1. Unless a different liability provision is made elsewhere in these terms and conditions, the supplier is also obliged, in addition to PÖTTINGER's other statutory claims, to compensate PÖTTINGER for the damage incurred directly or indirectly as a result of a defective delivery, due to violation of official safety regulations or for any other legal reasons attributable to the supplier.
2. The obligation to pay damages is given if the supplier is at fault for the

damage caused by them.

3. If claims are made against PÖTTINGER due to no-fault liability under mandatory domestic law (e.g. Product Liability Act BGBl 99/1988) or foreign law, the supplier is liable to PÖTTINGER to the extent that it would also be directly liable.
4. The obligation to pay compensation is not applicable if PÖTTINGER has effectively limited its liability towards its customer.
5. Claims by PÖTTINGER are excluded to the extent that the damage is attributable to violations of proper operating, maintenance and installation instructions, unsuitable or improper use, faulty or grossly negligent treatment attributable to PÖTTINGER, natural wear or faulty repair.
6. The supplier is liable for PÖTTINGER's costs for damage prevention (e.g. recall campaign) insofar as they are required to do so in accordance with point 1; point 2. of this article XV.
7. PÖTTINGER will inform and consult with the supplier immediately and comprehensively if it wishes to make a claim against the supplier in accordance with the above provisions. PÖTTINGER will give the supplier the opportunity to investigate the claim. The contracting parties will agree on the measures to be taken, especially in settlement negotiations.
8. The supplier is obliged to insure themselves adequately against the aforementioned risks and to provide proof of insurance cover to PÖTTINGER at its request.
9. Limitations of any kind for the supplier arising from the Product Liability Act BGBl ("Federal Law Gazette"). No. 99/1988 dated 12 February 1988, as well as limitations of any kind to the claims for compensation to which PÖTTINGER is entitled under this law or other provisions, are not recognised.

XVI. DATA PROCESSING

1. The supplier acknowledges that this order will be printed by PÖTTINGER's computer system and that the supplier's data will also be stored by PÖTTINGER upon conclusion of the purchase contract. By accepting this order, the supplier automatically gives his consent to this.
2. The supplier acknowledges that a seamless execution of the contractual relations with PÖTTINGER and the mutual rights and obligations resulting therefrom is only possible if PÖTTINGER processes personal data of the supplier (supported by automation). The personal (Business) data (especially name, address, telephone and fax number, e-mail, VAT number, bank details, tax number) are processed by all companies of the PÖTTINGER Group listed at www.poettinger.at/group, or in the appendix, for the purpose of processing mutual contractual obligations as well as obligations resulting from the law arising from contractual relationships, or are transmitted to them if this is necessary for the fulfilment of contractual obligations on the part of PÖTTINGER. In the event that the data is personal data, PÖTTINGER has the right to obtain information about this personal data as well as the right to rectification, deletion or restriction of processing and the right to object to processing and the right to data portability. There is also the right to lodge a complaint with the responsible data protection authority (www.poettinger.at/dataprivacy or see Annex).
3. The supplier acknowledges that in the event of the disclosure of non-personal data to PÖTTINGER, it is assumed that the supplier is authorised to disclose such data. The supplier will indemnify and hold PÖTTINGER harmless in this respect.
4. The supplier is informed that its personal data (name, address, telephone and fax number as well as e-mail address) will be processed by the companies mentioned in paragraph (1) for internal analyses and evaluations (i.e. for statistical purposes), and product information (by post and electronically) within the framework of the existing permanent business relationship. The aforementioned data expressly includes only data relating to the supplier and does not include any customer data.
5. Automation assisted processing of data collated in the course of business takes place in accordance with the latest edition of the rules of the data protection law and the general data protection regulation while protecting precisely the interests of the affected persons. PÖTTINGER has implemented suitable security measures to ensure that confidential data remains secret and has signed contractual agreements to this effect with all service providers.

XVII. ADDITIONAL CONDITIONS FOR CONTRACT WORK

1. Material collection and delivery is by arrangement. The material from PÖTTINGER, all prefabricated parts and the item to be worked by the contractor remain the property of PÖTTINGER (retention of title). In the event of a possible execution, the contractor undertakes to inform the enforcing officer of the retention of title and to notify PÖTTINGER of any such seizure without delay, providing all data.
2. The contractor declares that it is authorized under commercial law to carry out the work assigned to it and guarantees the proper and flawless execution of the work.
3. Unless otherwise agreed, delivery will only be deemed to have been fulfilled upon handover and inspection at a PÖTTINGER plant.
4. In the event of complicated orders, ambiguities or production difficulties, the contractor must request an initial inspection by PÖTTINGER or submit the first piece to PÖTTINGER for inspection.
5. If PÖTTINGER lends tools, equipment or measuring instruments, these must be returned immediately after completion of the order with a separate delivery note. PÖTTINGER reserves the right to charge the borrower with any costs for cleaning and repair after improper use.
6. If tools, equipment or measuring instruments become unusable due to natural wear and tear at the borrower's premises, the borrower shall inform PÖTTINGER immediately.
7. If work carried out by the contractor results in large quantities of waste material or if our material delivery dockets refer to its return, the waste material must be returned by means of a delivery docket after completion of the order. The material must arrive at PÖTTINGER's premises within 10 days of completion of the order, otherwise PÖTTINGER is obliged to invoice the contractor.

XVIII. PROPERTY RIGHTS

1. The supplier is liable for claims arising from the infringement of industrial property rights and applications for industrial property rights resulting from the contractual use of the delivery items.
2. The supplier will fully indemnify and hold PÖTTINGER and its customers harmless for all claims arising from the assertion of property rights and will make full compensation for any resulting damage.
3. This does not apply if the supplier has manufactured the delivery items according to drawings, models or other equivalent descriptions or information provided by PÖTTINGER and does not know or does not need to know that industrial property rights have been thereby infringed with respect to the products developed by the supplier.
4. Insofar as the supplier is not liable according to section 3, PÖTTINGER will release the supplier from all third-party claims.
5. The contracting parties undertake to inform each other immediately of any infringement risks and alleged cases of infringement that become known, and to give each other the opportunity to counteract such claims by mutual agreement.
6. At PÖTTINGER's request, the supplier will inform PÖTTINGER of its own published and unpublished property rights and property right applications as well as licensed property rights and property right applications used for the delivery item.

XIX. PLACE OF JURISDICTION AND CHOICE OF LAW

1. The place of jurisdiction for the receiving company PÖTTINGER Landtechnik GmbH A-4710 Grieskirchen is deemed to be the competent court in Austria as agreed. Austrian law applies.
2. The place of jurisdiction for the receiving company with its registered office in CZ-38901 Vodňany, it is agreed that A-4710 Grieskirchen be deemed as the competent court in Austria. Austrian law applies.
3. At the discretion of PÖTTINGER, claims against the supplier may in any case also be asserted before the court having local jurisdiction for the supplier.
4. The court of jurisdiction for the receiving company PÖTTINGER Deutschland GmbH is deemed to be the competent court in 064606 Bernburg, Germany, as agreed. German law applies.

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5. The provisions of private international law and the UN Convention on the International Sale of Goods (CISG) (with the exception of free choice of law) are excluded in any case.

XX. SEVERABILITY CLAUSE

Should individual provisions of these terms and conditions be or become invalid in whole or in part, or should there be a loophole in these terms and conditions, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by a provision permitted by law that comes as close as possible to the meaning and purpose of the invalid provision. In the event of a loophole, the contracting parties agree on a valid provision that corresponds to what would have been agreed in accordance with the meaning and purpose of these terms and conditions if this matter had been considered in advance.

APPENDIX 1: PÖTTINGER LANDTECHNIK GMBH AND AFFILIATED COMPANIES

REFERRED TO AS PÖTTINGER IN THE ABOVE AGREEMENT

PÖTTINGER Landtechnik GmbH, Industriegelände 1, 4710
Grieskirchen, Austria

PÖTTINGER Deutschland GmbH, Kleine Mauerstraße 16,
06406 Bernburg, Germany

PÖTTINGER, spol. s.r.o., Čičenická 1284/II, 38901 Vodňany,
Czech Republic