

General Terms and Conditions of Purchase

1. General

These General Terms and Conditions of Purchase shall apply to all business transactions between Single Use Support GmbH (hereinafter referred to as the "Buyer") and the Seller (hereinafter referred to as the "Seller") for goods and services.

2. Scope of application and validity

Purchase Orders must be submitted by the Buyer in writing (also transmitted electronically). Purchase Orders, changes and additions given/communicated orally or by telephone only become binding upon written confirmation.

3. Applicable Terms and Contractual Documents

If the Purchase Order placed by the Buyer deviates from the Seller's offer, the Seller's failure to react shall be deemed to be consent. Likewise, Seller's acceptance of the Buyer's Purchase Order shall supersede any conflicting terms and conditions of purchase by Seller, unless expressly agreed to in writing.

4. Seller Compliance

The Seller shall ensure that the current specifications listed in the Purchase Order are consistent with the goods or services supplied to the Buyer. Any deviations/changes made by the Seller to the specifications listed in the Purchase Order must be communicated by the Seller to the Buyer immediately and in writing before the Purchase Order is executed.

5. Conclusion of contract, order confirmation

A binding contract is concluded at the time of acceptance upon receipt of a written order confirmation, which includes confirmation of the terms and conditions of the Purchase Order. Failure to provide this confirmation may result in the Buyer withdrawing their Purchase Order, resulting in a cancellation without any remaining liabilities. Any changes initiated by the Seller and not recognized by the Buyer may also lead to a cancellation without remaining liabilities. Especially in the case of services (contract work), the Purchase Order can be cancelled by the Buyer without any remaining liabilities, as long as the fulfillment of the Purchase Order has not yet begun.

The Seller shall confirm each Purchase Order in writing within three (3) working days. The Purchase Order confirmation must take into account a delivery date on which the ordered goods or services will arrive at the Buyer's address.

6. Prices

The prices accepted by the Buyer are binding. Any ancillary costs must be listed separately in both the order confirmation and the invoice. The price quoted is a fixed price that includes all taxes, duties, fees, freight costs (Incoterm DDP) and packaging costs, excluding applicable VAT. Different delivery terms are permissible if the Seller and Buyer agree on other shipping methods/conditions. Price increases are not permissible unless the Buyer expressly agrees to them in writing. Seller and Buyer will work together to find ways to reduce costs and pass them on to the Buyer in the form of price reductions.

7. Delivery

The delivery date specified in the Purchase Order (arrival of the goods or services at the destination) is binding. Partial or early deliveries of goods or services are only permitted with prior written consent. If the delivery date cannot be met, the Seller must inform the Buyer immediately. In the event of late delivery, the Buyer is entitled to claim damages, including but not limited to any additional costs incurred.

8. Required documents

A delivery note with the following details must be attached to each delivery: Purchase Order number and product number, detailed description of the contents and any required certificates. Individual and total weights must also be indicated. In the event of a delivery of services by the Seller, an agreed acceptance procedure must take place or an appropriate acceptance document must be confirmed by the Buyer.

9. Packaging, transport and transfer of ownership

The Seller is liable for damage caused by inadequate packaging during transport. With regard to the regulation and division of obligations between Buyer and Seller, INCOTERMS 2020 shall apply as agreed upon in the Purchase Order. The goods or services remain the property of the Seller until the invoiced amount has been received in full.

10. Invoices, payment terms and origin of goods

Unless otherwise agreed, payment will be made within sixty (60) days from receipt of the invoice or within 30 (thirty) days with a 3% discount, provided that the goods/services delivered are not disputed. In any case, the Seller must indicate the Buyer Purchase Order number as well as the origin of each product on each invoice.

11. Guarantee, Warranty

The Seller guarantees the functionality and quality of all deliveries for a period of two (2) years from delivery. In addition, the Seller guarantees that the deliveries comply with all relevant standards and all applicable legal provisions, in particular with regard to product, occupational and operational safety, as well as all relevant European, American and Asian directives. If the Seller is unable to remedy claimed defects within 24 (twenty-four) hours, the Buyer has the right to remedy the defect at the expense of the Seller or himself.

All warranty and warranty obligations are the responsibility of the Seller; this also applies to deliveries or services that the Seller has purchased/obtained from third parties on its behalf. Seller agrees to provide sufficient quantities of required or necessary replacement parts or compatible successor components for a period of seven (7) years from the beginning of the warranty period. The price increase of the defined spare parts within the said period may not exceed 20%. The reference for the

price definition of the spare parts is the last mentioned price agreed with the Buyer before the end of the life cycle.

12. Quality control and right to inspection

The Seller shall take all necessary measures to ensure the quality control of the delivered products or parts at the Seller's location. Defined quality specifications (e.g. standards, sketches, specifications, product descriptions) are assumed to have been fully met. If the Seller recognizes a defect or risks associated with certain specifications, he must inform the Buyer immediately in writing. The Seller is obliged to preserve the results of quality control measures such as measurement records, test results, samples, etc. in accordance with the legal regulations.

13. Product liability

The Seller is liable for damages as a result of a breach of contract caused by him or if he fails to comply with his legal obligations. In any case, it is the Seller's responsibility to prove that it is not in debt.

The right to compensation for damages also includes the Seller's right to compensation for loss of profit as well as compensation for incidental damages.

14. Confidentiality, trademark rights, intellectual property

It is the responsibility of the Seller to ensure that the goods/services delivered do not infringe copyrights, patents, trademark rights and registered designs of third parties or existing legal provisions. The Seller is liable for any consequences of such disregards.

The Seller is obliged to keep the Buyer's information confidential during and after the termination of the business relationship. The Seller is expressly prohibited from using the company name "Single Use Support", the logo or any other description of the company Single Use Support for public mailings, advertising purposes or other public statements and statements without the prior written consent of the Buyer.

Any inventions or patents created or developed by the Seller as part of the specific manufacturing process of the Goods by the Buyer and which arise during the further development of the specifications provided by the Buyer shall remain the intellectual property of the Buyer.

15. RoHS, CSFI and RBA

Seller agrees to comply with the ROHS EU Directive 2011/65 (Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment), the Conflict Free Sourcing Initiative (CSFI; *Conflict-Free Procurement Initiative*), the RBA (Responsible Business Alliance) Code of Conduct, and all applicable municipal laws and policies.

16. Amendments

Amendments and additions to the contract between the Seller and the Buyer must be made in writing.

17. Applicable law and jurisdiction

With the exception of CISG and the provisions on choice of law, this Agreement is governed by Austrian law. Any differences between Buyer and Seller arising out of or in connection with this Agreement and based on these General Terms and Conditions of Purchase as well as any differences in connection with the conclusion or validity of the General Terms and Conditions of Purchase shall be subject to the exclusive jurisdiction of the place of jurisdiction A-6330 Kufstein.

18. Privacy

In accordance with the Data Protection Act, we inform the Seller that the transmitted data will be stored in our computer system. This data is used for the performance of the contract (Art. 6 (1) lit b EU Data Protection Directive) and will be stored by us for the duration of the limitation period for any claims that may arise from the agreement, but will not be disclosed to third parties as long as there is no breach of contract caused by the Seller. The Seller has a right to information, correction, deletion or blocking of his stored data. To do this, he must send a letter of formal notice to our business address.