

# General Terms and Conditions of Purchase of Greiner AG

## 1. SCOPE OF APPLICATION

- 1.1 Greiner AG, Greiner AG & Co KG or Greiner Innoventures GmbH shall be deemed to be the Purchaser or Client (hereinafter referred to as "**Client**").
- 1.2 The company, merchant, legal entity under private or public law that enters into a contractual relationship with the Client in accordance with the provisions of these General Terms and Conditions shall be deemed to be the Seller or Contractor (hereinafter referred to as "**Contractor**").
- 1.3 An affiliated company within the meaning of these General Terms and Conditions of Purchase (hereinafter referred to as "**GTC**") is any legally independent company in which Greiner AG holds direct or indirect interests (subsidiaries, sister companies and sub-subsidiaries, including minority interests).
- 1.4 These GTC of Purchase of the Client govern the relationship between the Contractor and the Client with regard to the performance defined in the contract - insofar as the contract itself does not contain any provisions deviating from these GTC. In the event of conflicting provisions, the provisions in the contract shall take precedence over those in these GTC.

The contract concluded between the Client and the Contractor shall be based exclusively on these GTC of the Client. Upon conclusion of the contract in accordance with point 2.3, the GTC shall be deemed to have been expressly accepted by the Contractor and the Contractor declares that it has studied and taken note of the content of these GTC in detail. Deviating general terms and conditions of purchase of the Contractor shall not apply unless the Client expressly accepts them in writing.

- 1.5 These GTC shall also expressly apply to future transactions concluded between the Client and the Contractor, even if no specific reference is made to these GTC in individual cases. Provisions deviating from the GTC by way of exception (amendments, supplements) shall only apply to the relevant transaction for which they have been drawn up and confirmed in writing by a person authorized to represent the Client.

## 2. PLACING OF ORDER, CONCLUSION AND CONTENT OF THE CONTRACT

- 2.1 Offers made by the Contractor shall be free of charge for the Client and shall only be understood as an invitation to submit a contractual offer on the part of the Client (hereinafter referred to as "**contractual offer**"). Cost estimates of the Contractor shall be binding and shall not be remunerated unless expressly agreed otherwise in writing.
- 2.2 In its offer, the Contractor shall adhere exactly to the Client's enquiry with regard to the quantity and quality of the goods or with regard to details of the design.
- 2.3 The contract between the Client and the Contractor shall then only be deemed to have been concluded in a legally binding manner upon signature by both parties or upon written confirmation of acceptance of the contract offer by the Contractor. A verbal acceptance by the Contractor shall only become binding in the relationship between the Client and the Contractor if it is subsequently confirmed in writing by the Contractor.

If a contract is initiated on the basis of an order generated automatically from an electronic system without a signature and stating an order number, the conclusion of the contract itself and any amendments and additions must also be made in writing in order to be legally effective. This also applies to any cancellations.

- 2.4 If the Contractor is already more than 2 weeks in default with an action which is necessary for the legally effective conclusion of the contract in accordance with point 2.3, the Client shall be entitled to immediate cancellation.
- 2.5 If there are concerns about the type of execution requested by the Client, the Contractor must notify these immediately and before conclusion of the contract in writing, otherwise any additional costs due to non-feasibility of the execution requested by the Client after conclusion of the contract shall be borne by the Contractor.
- 2.6 The written form ("in writing") within the meaning of these GTC is complied with if
  - (i) the provisions of § 886 ABGB or
  - (ii) the provisions of an upright EDI contract are complied with,
  - (iii) a document is signed by hand, scanned and sent by e-mail or fax, or
  - (iv) an electronically signed document (signature within the meaning of Art. 26 Regulation (EU) No. 910/2014 (eIDAS Regulation)) is sent by e-mail.
- 2.7 Should the Contractor deviate in any way from the content of the Client contractual offer in its declaration of acceptance, this shall be deemed as a new offer to conclude a contract by the Contractor and the Contractor shall be obliged to expressly point this out and obtain the written (see point 2.6.) consent of the Client
- 2.8 The Contractor is generally obliged to provide the services personally. The full or partial transfer of obligations arising from the contract to third parties shall require the express prior consent of the Client.

### 3. PRICES, TERMS OF PAYMENT, INVOICING, CHANGES AND INTERRUPTION

- 3.1 The total price for the services to be provided by the Contractor shall be based exclusively on the concluded contract and shall be understood as a fixed price. Any change to this total price during the term of the contract is excluded. Price escalation clauses are not accepted by the Client.
- 3.2 Unless expressly agreed otherwise in individual contracts, the total price shall be understood as a net fixed price - excluding the respective statutory value added tax or other (transport) taxes, customs duties, fees or other charges of any kind - including packaging and freight costs. Any withholding tax to be borne by the Client shall in all cases be borne by the Contractor.
- 3.3 Changes in tax law or other changes in circumstances shall not authorize a subsequent price increase; in particular, fluctuations in exchange rates shall be borne by the Contractor. The Client shall be free to choose to pay at the exchange rate whether on the order date or on the due date.
- 3.4 The Contractor shall only be entitled to issue invoices for the services provided by it, including proof of performance, in accordance with the applicable VAT regulations, with reference to the contractual relationship concluded, after the services have been provided in full and accepted by the Client. Invoices shall be sent electronically to the e-mail address provided by the Client in the contract. If the Client receives an invoice that does not comply with the provisions of these GTC or the applicable statutory VAT provisions, the Client shall be entitled to return this invoice unprocessed - in this case, the invoice shall be deemed not to have been sent.
- 3.5 Unless otherwise agreed in the contract, payments by the Client shall be made within 30 days with a 3% discount or within 60 days net. The payment period shall commence upon receipt by the Client of a verifiable invoice that complies with the provisions of these GTC.

- 3.6 The Contractor shall not be entitled to offset its claims against claims of the Client. The Client shall, however, be entitled to offset payment obligations to the Contractor with its own claims against the Contractor.
- 3.7 The Client may request changes to the subject matter of the contract (e.g. in design and execution) at any time. In this case, any resulting additional or reduced costs as well as an adjustment of the contractually agreed deadlines must be mutually agreed between the contracting parties.
- 3.8 The Client also reserves the right to demand the interruption of the further provision of the contractually owed services from the Contractor at any time. If this interruption lasts longer than 3 months, the Contractor may only demand compensation for such costs that it has incurred as a result of this delay (but not loss of profit) and which it has proven to the Client in detail. However, the Contractor may not assert any claims against the Client for costs incurred during the first three months of the interruption.

#### 4. PLACE OF FULFILMENT AND DATES

- 4.1 The place of fulfilment is the place expressly stated in the contract for the provision of the services owed by the contractor.
- 4.2 Deadlines and dates agreed in the contract shall be deemed binding. The services contractually owed by the Contractor shall only be deemed to have been rendered by the Contractor after timely and complete fulfilment of the service in compliance with its contractual obligations and acceptance by the Client. If the Contractor performs its contractual obligations in full before the contractually agreed deadlines, it shall reimburse the Client for any additional costs incurred as a result of the premature fulfilment of performance.
- 4.3 The Contractor shall be obliged to inform the Client immediately in writing if circumstances arise or become known to it which result the Contractor being unable to provide the services owed by it under the contract within the periods agreed in the contract or on the dates agreed in the contract, and thus late.
- 4.4 Deadlines and dates deviating from the contract which lead to a delayed provision of services or even only a partial provision of the contractually owed services by the Contractor shall require the prior written consent of the Client in order to be valid.
- 4.5 If the Client has not agreed to a postponement of the agreed deadlines and dates and the Contractor is in default with the provision of its contractually owed services, the Client shall be entitled either to withdraw from the contract by setting a reasonable grace period or to insist on fulfilment of the contract. In addition, the Client shall be entitled to charge a penalty of 0.5% of the total price pursuant to Section 3.1. per calendar day or part thereof of delay, but not more than 10% of the total price pursuant to Section 3.1. irrespective of fault on the part of the Contractor and irrespective of proof of actual damage.

Irrespective of this penalty, the Contractor shall indemnify and hold the Client harmless with regard to the actual damage incurred by the Contractor as a result of the delayed fulfilment or non-fulfilment.

## 5. SPECIAL PROVISIONS FOR DELIVERIES

5.1 Insofar as the services contractually owed by the Contractor involve the delivery of goods, these shall be delivered to the Client free of freight, packaging costs, customs duties and charges by the most economical transport route to the place of fulfilment agreed in the contract. The Contractor shall bear the transport risk.

The risk of accidental loss shall only pass to the Client upon complete delivery of the contractually owed goods and acceptance of these goods by the Client at the place of fulfilment. If it has been contractually agreed that the Contractor owes not only the delivery of the goods but also their assembly, the risk shall pass to the Client with the signed acceptance report of the assembled goods.

The delivered goods shall become the property of the Client after the transfer of risk, at the latest upon payment. Any retention of title by the Contractor, of whatever kind, shall not be valid.

5.2 Unless otherwise stipulated in the contract and

- (i) the registered office of the contractor and the place of fulfilment are in the same country or
- (ii) the Contractor's registered office and the place of fulfilment should both be in the European Union,

deliveries shall be made in accordance with the Incoterms clause DDP "Delivered Duty Paid" (Incoterms 2020) - unloading shall also be carried out at the expense and risk of the Contractor if these conditions are met.

If these conditions are not met, the Incoterms clause DAP "Delivered At Place" (Incoterms 2020) shall apply unless otherwise agreed in the contract. In the case of multi-part legal transactions, the contracting parties must always conclude a written agreement on the applicable Incoterms clauses.

5.3 The contractually ordered goods shall, insofar as their nature requires packaging, be securely packaged, labelled and safely loaded for transport at the Contractor's expense to protect against loss or damage and to prevent damage to persons, equipment or other goods. The Contractor shall be liable for all consequences of the absence or defective condition of the packaging. Items damaged during transport shall be returned to the Contractor freight collect and the Contractor shall be responsible for settling the claim with the carrier if necessary.

5.4 The Contractor shall package, label and dispatch hazardous products in accordance with the relevant national and international regulations.

5.5 The Client reserves the right to return the packaging to the Contractor, whereby the value shall be credited to the Client if the return is free of charge for the Contractor.

5.6 The Contractor guarantees that all necessary documents are supplied in accordance with the Client's requirements.

## 6. HIGHER VIOLENCE

6.1 For the purposes of these GTC, force majeure is defined as an event which could not be prevented by the party affected by force majeure and which prevents a party from fulfilling its obligations under the contract.

Examples of force majeure are war, whether declared or not, riots, revolution, insurrection, boycott, non-issuance or revocation of export/re-export licences, terrorism, strike, fire, natural disasters in-

cluding, for example, floods, earthquakes and typhoons. Shortages of raw materials and global pandemics, including any supply bottlenecks resulting from such global pandemics, are not considered force majeure events.

In the event of force majeure within the meaning of these GCP, the contracting parties shall be obliged to provide the other contracting party with the necessary information without delay within the scope of what is reasonable, to do everything possible to eliminate the disruption and/or to mitigate the effects of the disruption. Furthermore, the contracting parties shall look for alternative ways and means to enable the continued fulfilment of the performance obligations and, if necessary, adjust their obligations for the period of the disruption to the changed circumstances in good faith. Under no circumstances, however, shall the Contractor be entitled to suspend its contractual performance obligations in their entirety for the duration of the hindrance, otherwise the Client shall be entitled to immediately withdraw from the contract in whole or in part.

As soon as the disruption no longer exists, the original performance obligations must be fulfilled again.

## 7. WARRANTY AND LIABILITY

7.1 Exclusions of liability in any respect, limitations of liability and deviations from the statutory warranty and compensation provisions to the detriment of the Client shall not apply to the contractual relationship with the Contractor unless these have been expressly negotiated in detail with the Client and recorded in writing.

The Contractor shall be responsible for complete and defect-free delivery and performance. The service provided must therefore have the contractually warranted characteristics and comply with the latest state of the relevant technical standards, national and international laws and applicable directives and regulations (CE conformity) in terms of its design and material (in particular but not exclusively with regard to quality, dimensions and weight). Furthermore, the goods must not have any defects that would cancel or reduce their value or suitability for their normal use or the use assumed or announced when the contract was concluded.

7.2 If the contractually owed service does not have the warranted or agreed properties or the properties required by the Client, does not comply with the relevant technical standards, national and international laws and applicable directives and regulations (CE conformity) or has other defects, the Client shall be entitled, irrespective of the severity of the defect, to demand either cancellation of the contract (rescission), a price reduction, the elimination of the defect free of charge or a replacement delivery free of charge. This shall not affect all claims for damages as a result of direct or indirect consequential damage in connection with defective performance.

7.3 If the Client has decided in favour of remedying the defect or a replacement delivery and the Contractor does not fulfil its warranty obligation within 4 weeks, the Client shall be entitled to remedy the defects itself or through third parties or to procure a replacement elsewhere at the Contractor's expense.

7.4 The Client's warranty rights shall in any case be valid for three years, calculated from the date of complete fulfilment of performance or acceptance, unless longer periods apply by law or unless otherwise stipulated in the contract. The warranty period for the service in question shall begin anew after the rectification of any defects complained about. The written assertion by the Client shall be sufficient to comply with the warranty period.

- 7.5 The Client shall be entitled to give notice of defects within 4 weeks of complete performance or acceptance. If the Client recognizes defects within this period, they must be reported to the Contractor immediately. However, an obligation to give notice of defects in accordance with § 377 UGB is excluded.
- 7.6 The Contractor shall maintain sufficient liability insurance at its own expense for damages for which it and its vicarious agents are responsible. Proof of the amount of cover per loss event shall be provided to the Client on request. The contractual and statutory liability of the Contractor shall remain unaffected by the scope and amount of its insurance cover.
- 7.7 If claims are asserted against the Client by third parties on the basis of product liability, the Contractor shall be obliged to indemnify the Client against such claims and the resulting expenses and damages insofar as the product defect was caused by the Contractor.

## 8. DOCUMENTS PROVIDED AND CONFIDENTIALITY

- 8.1 Documents of all kinds, such as descriptions, samples, drawings, models, etc., which the Client has made available to the Contractor shall remain the property of the Client. These documents shall be returned to the Client in full, including any copies, and free of charge at the latest upon complete fulfilment of the service.
- 8.2 The Contractor may neither use the Client's documents and information for its own purposes nor make them accessible to third parties unless there is a direct connection with the specific fulfilment of the contract.
- 8.3 The Contractor shall also be obliged to check the documents and information provided to it by the Client for correctness. If these documents contain technical or other defects, the Contractor shall inform the Client thereof immediately after their discovery.
- 8.4 The Contractor undertakes to keep confidential all technical and commercial data relating to the Client, unless they are in the public domain. This applies in particular to the documents mentioned in 8.1, as well as to prices and conditions. Apart from this, the Contractor shall in any case support the Client appropriately in the clarification and defense of third-party claims at the Client's request.

## 9. COMPLIANCE

- 9.1 The Contractor undertakes to comply with the Client's Code of Conduct, [Greiner Code of Conduct.pdf](#) and the Greiner Code of Conduct for Suppliers and Business Partners [Greiner Code of Conduct for Suppliers and Business Partners.pdf](#) in its current version and all applicable laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended), as well as the applicable antitrust, competition and anti-corruption laws at all times during the ongoing contractual relationship with the Client.

Neither the Contractor nor the persons acting on its behalf, in particular executives, employees or representatives, will make or offer unauthorized payments or gifts in direct or indirect form to third parties, including their employees, executives or public officials, representatives of a government agency or authority or a political party or its candidates.

The Contractor undertakes to ensure that its authorized vicarious agents comply with at least comparable principles to those of the Client's Code of Conduct. The Client reserves the right to inspect the Contractor at any time during its business hours after prior written notice with regard to compliance with the conditions of the Client's Code of Conduct and all applicable laws and regulations.

- 9.2 The Contractor acknowledges that the Client collects, processes and stores personal data of the Contractor or other third parties involved and their contact persons within the scope of the cooperation, in particular for contract processing, administration and invoicing, in compliance with and in accordance with the provisions of the applicable data protection laws, guidelines and other regulations and, if organizationally necessary, transmits such data to affiliated companies or third parties (as processors).
- 9.3 All further information on data protection, in particular other potential processing purposes at the client, is set out in the document Data Protection Information for Business Partners. The Contractor can access this at the following link: [Data protection for customers, suppliers and contract partners \(greiner.com\)](https://www.greiner.com/Data-protection-for-customers-suppliers-and-contract-partners)
- 9.4 The Contractor agrees and obtains any necessary declarations of consent from its employees, contractual partners, other auxiliary persons and third parties involved that the Client may make and publish image and sound recordings for its own marketing purposes.
- 9.5 The Contractor is aware that electronic communication (e.g. by e-mail) is subject to security risks. In the case of this type of communication, the Contractor shall therefore not assert any claims in connection with this type of communication or based on the lack of encryption, unless such encryption was expressly stipulated in the contract.

## 10. TERMINATION

- 10.1 The client may terminate the contract at any time subject to a notice period of 1 month.
- 10.2 Either contracting party may terminate the contractual relationship for good cause without observing any notice periods - this also applies to services that have only been partially rendered for the part of the contract that has not yet been fulfilled. Good cause shall be deemed to exist, for example, if contractual obligations have been breached, the Client has justified doubts as to the ability of the Contractor to fulfil its contractual obligations or insolvency proceedings have been opened against the assets of the Contractor or the application for the opening of insolvency proceedings has been rejected due to a lack of assets to cover the costs.

## 11. RIGHTS OF USE

- 11.1 The Contractor shall grant the Client the right to use and exploit all plans, drawings, graphics, calculations and other documents relating to the contract, which the Contractor has either produced itself or has authorized third parties to produce, in all known media forms, including electronic media, the Internet and online media, on all image, sound and data carriers, for the contractually agreed purposes or for the purposes stipulated in the contract, without any restrictions in terms of space, content or time. The Client shall also be entitled to use the drawings for the manufacture of spare parts and the like by commissioning third parties.
- 11.2 The intellectual property and utilization rights of the Client to all documents, engineering, documentation, software, know-how, etc., shall remain with the Client without restriction. The documents provided by the Client to the Contractor may not be edited, copied, reproduced, translated into another language, distributed or processed (printing, photocopying, microfilm or other processes), whether electronically or in any other way, either in whole or in part, without the prior written consent of the Client.



- 11.3 The Contractor shall ensure that the subject matter of the contract itself and the manufacturing process do not infringe any third-party rights (in particular patent rights, utility model rights, copyrights, design rights, trademark rights or other intellectual property rights), whereby the Contractor shall indemnify the Client and its customers with regard to all third-party claims in this respect due to infringements of rights. License fees, expenses and costs incurred by the Client to avoid and/or eliminate infringements of intellectual property rights shall in this case be borne by the Contractor.
- 11.4 If joint activities of the parties, in particular in the area of development, lead to production processes or materials that are patentable, the parties shall separately agree the conditions for the registration and utilization of this know-how. Under no circumstances may this agreement lead to an increase in the prices for the contractual products.

## 12. SPECIAL CONDITIONS FOR HARDWARE AND SOFTWARE

- 12.1 Unless otherwise agreed in the contract, hardware and software shall always constitute a single unit.
- 12.2 If the Contractor is contractually obliged to deliver software that it has not developed individually for the Client, the Contractor shall grant the Client a transferable and non-exclusive right of use. This right of use is unlimited in time if the payment of a one-off fee has been agreed. The Contractor shall grant the Client an exclusive, transferable and perpetual right of use for all types of use to software developed individually for the Client, which shall also exclude the Contractor itself. Unless otherwise agreed, the source code of the software shall also be supplied in the current version.
- The Contractor shall install the software. The Contractor shall then hand over to the Client a data carrier that can be read on the Client's system with the source and machine code together with the associated documentation (content and structure of the data carrier, program and data flow diagrams, test procedures, test programs, error handling, etc.). In addition to this documentation, the Contractor shall provide the Client with a sufficient quantity of detailed written user documentation in German and/or the language otherwise requested by the Client prior to acceptance.
- 12.3 Software created individually for the Client shall be accepted by the Client by means of a written acceptance report if it fulfils the requirements defined in the contract. Any subsequent improvements to be carried out by the Contractor shall also be recorded therein. If the Client does not carry out acceptance within 4 weeks of the Contractor's announcement of readiness for acceptance or refuses acceptance without justification, the created software shall be deemed to have been accepted as soon as it has run satisfactorily and without error messages in a free trial run for a period of at least four weeks.
- 12.4 The Contractor undertakes to provide the Client with all subsequent program versions which receive an error correction ("updates") free of charge within the warranty period.

## 13. PLACE OF JURISDICTION AND CHOICE OF LAW

- 13.1 In the event of any disputes between the contracting parties, the competent court in Steyr, Austria, shall be agreed, provided that both parties are domiciled within the European Union. The Client also shall have the right to sue at the court responsible for the Contractor.
- 13.2 All disputes between the Contractor and the Client, provided that the Contractor has its registered office outside the European Union (EU), shall be finally settled in accordance with the Rules of

Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Rules. The place of arbitration shall be Vienna. The language of the court shall be German. The arbitral tribunal shall decide in accordance with Austrian substantive law.

13.3 Austrian substantive law shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods and the international conflict of laws rules is expressly excluded.

## 14. PLACE OF JURISDICTION AND CHOICE OF LAW

14.1 Should a clause of these GTC be invalid or unenforceable, the remaining provisions shall nevertheless continue to apply. If necessary, the invalid or unenforceable provision shall be replaced immediately by a provision that comes closest to the intended economic purpose of the invalid or unenforceable provision.

14.2 The Contractor confirms that it has provided all information in the contract conscientiously and truthfully and undertakes to notify the Client immediately of any changes.

14.3 Amendments to these GTC and/or the contract must be made in writing to be effective (see point 2.6). This also applies to any waiver of the written form requirement. Any verbal agreements relating to these GTC or contracts shall be deemed to have been cancelled by mutual consent for the respective legal transaction upon entry into force of these GTC.



**Imprint**

Greiner AG

Purchasing department

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Note: For reasons of simplified readability, gender-neutral spelling has been omitted. Only the shorter, masculine spelling is used to represent both genders.