

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP) PROLICHT

Status: August 2024

§ 1 APPLICABILITY, GENERAL

- [1] PROLICHT GmbH ("PROLICHT"), based in Götzens, Tyrol, Austria, purchases materials and services ("GOODS" or "PRODUCT(S)") from its suppliers ("SUPPLIER(S)").
- [2] All purchases by PROLICHT or its affiliated companies (subsidiaries) from SUPPLIERS are made exclusively on the basis of the following General Terms and Conditions of Purchase ("GTCP"). These GTCP which form an integral part of all contracts concluded between PROLICHT and the SUPPLIER, are enclosed with the orders and are available for download in several languages on PROLICHT's homepage. They apply in their current version - also for all future business relations with the SUPPLIER, even if they are not separately agreed on again.
- [3] All (additional) agreements made between PROLICHT and the SUPPLIER as well as any supplements and amendments to these agreements require the written consent of PROLICHT.
- [4] General terms and conditions or terms of delivery of the SUPPLIER shall not become part of the contract. This also applies in the event that PROLICHT does not expressly disagree with them. Acts of fulfillment or silence on the part of PROLICHT do not lead to acceptance of the SUPPLIER's general terms and conditions.
- [5] Without the express consent of PROLICHT, the SUPPLIER is not entitled to have the service performed by third parties (e.g. subcontractors). In the event of PROLICHT's consent, these GTCP shall also apply to the third party. This shall be ensured by the SUPPLIER.
- [6] The SUPPLIER undertakes to obtain knowledge of the documents available for download on the PROLICHT homepage and to comply with them. Currently these are a) Code of Conduct_for_Supplier, b) document_requirements, c) packaging_requirements, d) PROLICHT_3D_CAD_File_Specification_for_Suppliers.

§ 2 OFFERS, COST ESTIMATES, ORDERS

- [1] Offers and cost estimates are made free of charge for PROLICHT. All offers and cost estimates submitted to PROLICHT are binding for the SUPPLIER for a period of at least three (3) months from receipt by PROLICHT. If the SUPPLIER deviates in its offer from the inquiry made by PROLICHT with regard to the quantity or quality of the GOODS, it must expressly point this out to PROLICHT in the offer.
- [2] Orders are only binding if they are placed in writing by the "Purchasing" department. Orders placed by telephone or verbally as well as side agreements and amendments require written confirmation in order to be binding.
- [3] The acceptance of orders by the SUPPLIER must be confirmed within 48 hours of receipt of the order by sending a written order confirmation to purchasing@prolicht.at, otherwise PROLICHT is no longer bound by the order. Until receipt of the order confirmation, PROLICHT is entitled to cancel the order without giving reasons. An order confirmation deviating from the order will only be recognized if PROLICHT expressly agrees in writing to the SUPPLIER's associated amendment to the offer. In any case, silence shall not be deemed as consent.
- [4] PROLICHT reserves the right to cancel or adjust orders at any time. If expenses have already been incurred by the SUPPLIER, the SUPPLIER must inform accordingly and proof must be provided and an amicable agreement must be reached in advance.

§ 3 PRICES, INVOICING and terms of payment

- [1] Unless otherwise agreed, the prices agreed between PROLICHT and the SUPPLIER are fixed prices. Unless otherwise agreed, the packaging and shipping costs to the destination as well as any customs duties are included in the prices or otherwise shown separately in the offer.
- [2] Invoices must be sent to PROLICHT exclusively at invoices@prolicht.at. Invoices that are not properly submitted shall be deemed not to have been received. Invoicing shall take place at the earliest at the time of complete and defect-free delivery of the GOODS.
- [3] Invoices must contain the order number, delivery note number and delivery note date. The invoice cannot be processed without this information.
- [4] In the course of invoicing, the SUPPLIER undertakes to comply with the specifications submitted with the order or the relevant annexes (see point 1.6).
- [5] Unless otherwise agreed, PROLICHT shall pay either within 60 days without deduction (term of payment) or within 30 days with a 3% discount from receipt of the invoice. Payment is subject to invoice verification. The date of receipt of the proper invoice is decisive for the payment period.
- [6] Payment of the invoice shall not be deemed a waiver of any claims arising from the defectiveness of the GOODS or delays in delivery.
- [7] In the event of late payment, PROLICHT is obliged to pay interest on arrears at a rate of 5% per annum. Any further claims are excluded.
- [8] PROLICHT is entitled to offset claims of the SUPPLIER against its own claims and those of its affiliated companies. The SUPPLIER may only offset its own claims if its claims have been legally established, are undisputed or have been expressly recognized by PROLICHT. The SUPPLIER is only authorized to exercise a right of retention to the extent that its claim is based on the same contractual relationship and is due.
- [9] Title to the delivered GOODS shall pass to PROLICHT upon delivery. Any form of retention of title requires the written consent of PROLICHT.

§ 4 PACKAGING, PACKAGING SPECIFICATIONS

- [1] The GOODS must be packed appropriately for transportation. Excess packaging material must be avoided.
- [2] Packaging shall be designed in such a way that it is easily separable and recyclable, mixed containers shall be avoided and materials made from naturally renewable raw materials are used. Appropriate product and material information must be provided.
- [3] The SUPPLIER undertakes to comply with the packaging requirements available on the PROLICHT website (see point 1.6).

§ 5 DELIVERY, DELAY IN DELIVERY, CONTRACTUAL PENALTY

- [1] Unless otherwise agreed, deliveries shall be made on time to the delivery address designated by PROLICHT in accordance with INCOTERMS® 2020: a) DAP (within EU) or b) FOB (depending on the agreement) either airport or naval port (outside EU/third country deliveries).
- [2] The delivery and performance dates or deadlines stated in the order shall be deemed to have been agreed as binding unless the SUPPLIER has objected to them in writing or unless otherwise agreed in writing.
- [3] Decisive for compliance with the delivery date or the delivery period is the receipt of the GOODS including complete documentation at the agreed place of delivery.
- [4] Partial deliveries/services or premature partial deliveries/services require the express prior consent of PROLICHT, unless expressly requested by PROLICHT. In the contrary case, PROLICHT is not obliged to accept the delivery/service item.
- [5] If the SUPPLIER recognizes that the agreed dates or deadlines cannot be met, the SUPPLIER is obliged to inform PROLICHT of this circumstance immediately in writing, stating the reasons and the duration of the delay.
- [6] In the event of a delay, PROLICHT is entitled, at its discretion, to demand compensation instead of performance or to procure a replacement from a third party at the SUPPLIER's expense and/or to withdraw from the contract after setting a reasonable grace period. In the event of repeated delays in delivery, PROLICHT is entitled, after prior written warning, to withdraw from all orders not yet fulfilled by the SUPPLIER at that time with immediate effect. The unconditional acceptance of a delayed delivery or service does not constitute a waiver of the claims for compensation to which PROLICHT is entitled due to the delayed delivery.
- [7] In addition, PROLICHT is entitled to demand a contractual penalty of 0.5% for each commenced working day of delay, up to a maximum of 10% of the total net order value.
- [8] In the event that the SUPPLIER is responsible for transportation and transport damage is discovered upon delivery, the SUPPLIER is obliged to immediately restore the GOODS to the contractual condition (collection of the defective or damaged GOODS, replacement delivery, etc.).

§ 6 FORCE MAJEURE

- [1] If the SUPPLIER is unable to make the delivery or meet the delivery date due to causes beyond its control ("force majeure"): e.g. war, natural disasters, fire damage and similar unforeseeable events, the delivery period shall be extended by the amount of time lost due to the disruption.
- [2] However, the SUPPLIER may only rely on this, if he has informed PROLICHT immediately of the circumstances and the expected duration.
- [3] If the disruption is not merely temporary and/or PROLICHT cannot reasonably be expected to wait, PROLICHT is entitled to withdraw from the part of the contract that has not yet been fulfilled without incurring any costs. In the event of partial performance, PROLICHT is also entitled to withdraw from the entire contract if the provision of a partial service is of no interest to PROLICHT.
- [4] If PROLICHT is unable to receive the GOODS due to force majeure, PROLICHT is entitled to withdraw from the order by written declaration to the SUPPLIER without this giving rise to any claims whatsoever on the part of the SUPPLIER.

§ 7 WARRANTY, WAIVER OF NOTICE OF DEFECTS, LIABILITY

- [1] Unless otherwise stated in these GTCP or in another written agreement between PROLICHT and the SUPPLIER, the statutory provisions shall apply to warranty and liability. The SUPPLIER's liability under other aspects of these GTCP remains unaffected by the provisions in this point 7.
- [2] The SUPPLIER warrants that he will provide the GOODS in accordance with the best industry standards, that the GOODS delivered are free from defects, that the warranted characteristics are fulfilled, that the GOODS comply with the relevant legal provisions, any agreed samples, the agreed requirements and the contractually intended purpose. Any deviations from the initial sample that have not been agreed entitle PROLICHT to withdraw from the contract.
- [3] The signing of the SUPPLIER's delivery bills merely constitutes a confirmation of receipt of the delivery, but not a confirmation of the quantity and quality of the GOODS. PROLICHT does not carry out an immediate incoming goods inspection. There is no obligation to inspect and give notice of defects (waiver of §§ 377 and 378 of the Austrian Commercial Code). The SUPPLIER is expressly advised that it must obtain the consent of its liability insurer to the above contractual provision in order to maintain the existing cover without restriction. If defects become apparent to PROLICHT, the SUPPLIER will be notified of these within a reasonable period of time.
- [4] The warranty period is 24 months, beginning with the handover of the GOODS. The SUPPLIER's warranty obligation shall be extended by the period during which the defective GOODS cannot be used as intended. In the case of repairs, the warranty period for the replaced or newly delivered GOODS begins anew.
- [5] Complained defects shall be remedied without delay and within a reasonable period of time at the SUPPLIER's expense, whereby PROLICHT shall be free to choose between replacement, repair or price reduction if there is no right to rescission and PROLICHT makes use of this right. If PROLICHT insists on repair or replacement, PROLICHT is entitled to withhold the entire payment until complete

fulfillment of the service/delivery owed, provided this is reasonable. Defective GOODS shall be returned to the SUPPLIER at the SUPPLIER's expense and risk; all ancillary costs (e.g. transport, labor, installation and removal costs) shall be borne by the SUPPLIER. Further statutory claims, in particular the right to withdraw from the contract and/or (further) claims for damages, shall remain unaffected by this.

- [6] After the unsuccessful expiry of a reasonable grace period set by PROLICHT (for rectification/replacement), PROLICHT may withdraw from the contract and claim damages, demand a reasonable reduction of the purchase price and/or take the necessary measures itself or have them taken by third parties at the expense and risk of the SUPPLIER or procure a replacement elsewhere and charge the costs to the SUPPLIER.
- [7] The SUPPLIER shall pay compensation for any breach of duty and the resulting damage. In particular, the SUPPLIER shall bear all costs and expenses incurred by PROLICHT as a result of defective delivery of the GOODS, in particular transport, labor, material costs and/or costs for a quality control exceeding the usual scope, as well as costs and damages that PROLICHT has to compensate to its customers. If PROLICHT takes back products manufactured and/or sold by it as a result of the defectiveness of the GOODS delivered by the SUPPLIER or if the purchase price was reduced or otherwise claimed against PROLICHT for this reason, PROLICHT reserves the right of recourse against the SUPPLIER. § Section 933b para. 2 last sentence ABGB applies accordingly. PROLICHT is therefore entitled to recourse claims against the SUPPLIER within the meaning of §933b ABGB, even if the third-party purchaser is not a consumer but an entrepreneur. However, the SUPPLIER waives the objection of delayed assertion of the right of recourse after expiry of the 5-year period pursuant to § 933b para. 2 ABGB.
- [8] Product changes and adjustments made after conclusion of the contract or during the delivery period require prior written notification to PROLICHT.

§ 8 PRODUCT SAFETY, QUALITY ASSURANCE, INSURANCE

- [1] The SUPPLIER's information on the PRODUCT and the assembly instructions must be complete and correct.
- [2] The SUPPLIER is obliged to carry out a quality check before shipping the GOODS.
- [3] If the delivered GOODS and packaging do not meet the agreed criteria, the SUPPLIER must reimburse PROLICHT for the costs incurred for inspecting the GOODS, identifying defects, sorting out, refitting, etc. on presentation of proof. Further claims for damages remain unaffected.
- [4] The SUPPLIER undertakes to carry out suitable, state-of-the-art quality assurance measures in terms of type and scope. The SUPPLIER must keep regular records of the quality controls it carries out and make them available to PROLICHT upon request. The SUPPLIER shall allow PROLICHT access to its production facilities as well as to the production facilities of its sub-suppliers after prior agreement, allow audits to be carried out and disclose the names and addresses of the sub-suppliers upon request.
- [5] If a claim is made against PROLICHT due to product liability, the SUPPLIER shall indemnify PROLICHT if and to the extent that the damage was caused by a defect in its GOODS. In such cases, the SUPPLIER shall bear all costs and expenses, including the costs of any legal action or statutory recall action. Furthermore, the SUPPLIER is obliged to name the respective manufacturer, importer or upstream supplier of the delivery item or service to PROLICHT upon request and to support PROLICHT in the defense against product liability claims of third parties, in particular by handing over production or planning documents and documentation and by providing other evidence.
- [6] The SUPPLIER shall be obliged to maintain liability insurance, including product liability insurance, to an appropriate extent for the duration of the cooperation and the respective limitation periods. A confirmation of cover from the insurer shall be provided to PROLICHT upon request. Any further claims for damages shall remain unaffected.

§ 9 PROVIDED PRODUCTS, RETURN OF PROVIDED DOCUMENTS AND TOOLS

- [1] The SUPPLIER is responsible for ensuring that tools/documents/materials ("WORKING MATERIALS") provided by PROLICHT or purchased on behalf of PROLICHT are suitable for the manufacture of the PRODUCTS in the agreed quality and remain suitable ("by appropriate maintenance").
- [2] The SUPPLIER declares that it will inspect the WORKING MATERIALS provided by PROLICHT for defects immediately after handover to the SUPPLIER. If the SUPPLIER discovers defects, he must inform PROLICHT immediately. In the case of hidden defects, the notification must be made immediately after discovery. If the SUPPLIER culpably fails to comply with this obligation, it is obliged to compensate PROLICHT for the resulting damage.
- [3] The WORKING MATERIALS are processed exclusively on behalf of PROLICHT and always remain the property of PROLICHT. The SUPPLIER must label the WORKING MATERIALS as PROLICHT's property and store them separately and securely.
- [4] The WORKING MATERIALS may only be used - even after termination of the contract - to manufacture the GOODS for PROLICHT and may not be made available to third parties (or only for repair purposes or with the prior authorization of PROLICHT). The WORKING MATERIALS may only be used to manufacture the GOODS for PROLICHT and may not be made available to third parties (or only for repair purposes or with the prior consent of PROLICHT).
- [5] Tools must be suitable for the production of any agreed minimum output quantity. In the event of tool breakage and/or wear or if the agreed output quantity is not (or no longer) achieved with one of the tools, the SUPPLIER is obliged to notify PROLICHT immediately and to procure a replacement tool or commission a repair at its own expense. If the agreed output quantity has been reached and wear or tool breakage occurs, the costs for the new purchase or repair shall be borne by PROLICHT after its approval and release.
- [6] The SUPPLIER declares to insure the WORKING MATERIALS appropriately and to provide PROLICHT with written proof of this upon request.
- [7] The WORKING MATERIALS must be returned to PROLICHT upon request or, if they are no longer required, at the latest upon termination of the contractual relationship or destroyed in accordance with PROLICHT's instructions. The destruction must be confirmed to PROLICHT in writing upon request.
- [8] Until the return of the WORKING MATERIALS to PROLICHT, the SUPPLIER shall be liable without limitation for all defects, damage, changes or deterioration, total or partial destruction and/or limited usability due to third party rights as well as all damage to the WORKING MATERIALS.

§ 10 INDUSTRIAL PROPERTY RIGHTS

- [1] The SUPPLIER is aware that the products of PROLICHT are used worldwide. The SUPPLIER warrants that the offer and distribution of the GOODS do not infringe any rights of third parties (such as copyrights, patents, utility models or registered designs, trademarks, licenses, claims under competition law, etc.).
- [2] The SUPPLIER shall indemnify and hold PROLICHT harmless with regard to any claims asserted against it under this title (including legal costs). PROLICHT is entitled to acquire any industrial property rights or the use thereof from the respective authorized third party at the SUPPLIER's expense.
- [3] All rights to and in connection with PROLICHT materials and other information provided by PROLICHT to the SUPPLIER, including designs, copyrights, trademarks, patents, registered designs, utility models, etc., as well as the right to apply for corresponding industrial property rights thereto or to specific work results that have arisen or already existed in the context of an order/purchase order from PROLICHT, are and remain the exclusive property of PROLICHT.
- [4] GOODS that have been specially manufactured by the SUPPLIER for PROLICHT (own brands, licensed brands) may not be delivered to third parties during or after the end of the delivery order. The SUPPLIER may not produce the GOODS for others or utilize its knowledge thereof in any other way or pass on information in this respect to third parties without PROLICHT's approval. The SUPPLIER undertakes not to register any intellectual property rights on the basis of the information disclosed to it by or on behalf of PROLICHT. The SUPPLIER is not permitted to otherwise utilize or pass on knowledge applied or gained during the cooperation under this contract.
- [5] The SUPPLIER shall provide PROLICHT with data material (e.g. product data, texts, photographs, graphics, brands, logos). Insofar as copyright protection or other industrial property rights exist for the data material, the SUPPLIER grants PROLICHT the right to reproduce and distribute the data material (in particular, to make the data material publicly accessible).

§ 11 CONFIDENTIALITY and DATA PROTECTION

- [1] All information made available by PROLICHT must be kept secret from third parties as long as and insofar as it is not demonstrably public knowledge and may not be reproduced or used commercially without the prior written consent of PROLICHT.
- [2] All documents, drafts, samples, specifications or goods/materials provided to the SUPPLIER for the submission of an offer or for production of the GOODS remain the property of PROLICHT. In particular, the SUPPLIER is not entitled to use and/or pass on (to third parties) any information, ideas or other know-how contained therein for purposes other than the preparation of the offer and fulfillment of the contract.
- [3] The SUPPLIER and its subcontractors are prohibited from referencing PROLICHT and/or using PROLICHT trademarks in advertising, external communication and other publications without the prior written consent of PROLICHT.
- [4] The SUPPLIER is obliged to comply with all data protection regulations, in particular the General Data Protection Regulation (EU) 2016/679).

§ 12 COMPLIANCE WITH LEGAL PROVISIONS, ENVIRONMENTAL PROTECTION, SOCIAL STANDARDS AND HUMAN RIGHTS

- [1] Unless otherwise agreed, the GOODS must in any case be suitable for distribution in the EU and comply with all statutory approval regulations applicable to the delivery item in the EU, the applicable safety requirements, testing regulations, environmental laws and regulations and labeling regulations. The SUPPLIER shall provide corresponding evidence upon request.
- [2] As part of its corporate responsibility, the SUPPLIER undertakes to comply with minimum social standards in the manufacture of the GOODS and generally undertakes to observe and ensure compliance with all necessary measures to comply with applicable environmental, health and safety laws and regulations (including the directives and regulations adopted by the European Union, in particular Directive 2002/95/EC on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS)) and the principles of the United Nations Global Compact in the areas of human rights, labor standards, environmental protection and anti-corruption (www.unglobalcompact.org). Furthermore, it undertakes to comply with the principles of the SA 8000 standard (Standard for Social Accountability), in particular concerning the prohibition of child labor, discrimination of any kind and humane working conditions. The SUPPLIER shall provide suitable proof upon request.
- [3] The SUPPLIER undertakes to comply with the Code of Conduct for Supplier, see point 1.6.
- [4] If the SUPPLIER culpably breaches these obligations, PROLICHT is entitled to withdraw from the contract or terminate the contract without prejudice to further claims. If it is possible to remedy the breach of duty, this right may only be exercised after the fruitless expiry of a reasonable period to remedy the breach of duty.

§ 13 CHOICE OF LAW, PLACE OF JURISDICTION, GENERAL PROVISIONS

- [1] The contractual relationship shall be governed by Austrian law to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- [2] PROLICHT is entitled to sue the SUPPLIER in all legal disputes arising directly or indirectly from contractual relationships at its discretion at the registered office of the SUPPLIER or at the registered office of PROLICHT or at the place of performance.
- [3] Should individual provisions of the contract, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision that comes as close as possible to the content and purpose of the wholly or partially invalid provision.