

General Terms and Conditions of Purchase for Trotec Laser GmbH

1. Validity of the General Terms and Conditions of Purchase

1.1. These General Terms and Conditions of Purchase (“GTP”) are applicable for all business transactions of Trotec Laser GmbH (hereinafter referred to as “Trotec”) with vendors (hereinafter “referred to as “Vendor(s)”) unless otherwise agreed in writing. Vendors’ delivery conditions that deviate from these GTP shall only become binding if this has been expressly confirmed by Trotec in writing.

1.2. The supplies and services to be provided (hereinafter “Supplie(s)”) are specified in the respective purchase order.

1.3. Trotec’s GTP shall also apply to all future transactions concluded with the Vendor, even if they are not specifically referred to in detail.

2. Offer and Conclusion of Contract

2.1. Unless otherwise specified by Trotec, the Vendor’s offer shall be binding for at least 30 days.

2.2. An order shall be deemed to have been accepted by the Vendor if Trotec does not receive a written rejection of the order within 7 days, however, at the latest when the Vendor delivers the ordered Supplies. By accepting an order from Trotec, the Vendor undertakes to comply with all conditions contained in the order, including the terms and conditions contained in these GTP.

2.3. Trotec shall be entitled to correct obvious errors such as spelling and calculation errors in orders, acceptances and similar documents at any time.

3. Scope and Content of the Performance Obligation

3.1. The scope of the performance obligation of the Vendor results from the specification and statement of work provided by Trotec, or alternatively, from the information contained in the Vendor’s offers and brochures to which the respective order refers. If the Vendor has any concerns about the specifications or other details of execution required by Trotec, the Vendor must immediately inform Trotec of this.

3.2. All deliveries must comply with the applicable EU regulations and the national EN standards (DIN standards, where the latter do not exist) as well as the customary industry standards and regulations, unless otherwise expressly agreed in writing between the contracting parties. Consequently, the Vendor undertakes to comply, inter alia, with the requirements of EC Regulation No. 1907/2006 (“REACH-Regulation“), Regulation (EU) 2019/1021 concerning persistent organic pollutants (“EU POP-VO“) and EU Directive 2011/65/EU (“RoHS-RL“) as amended at the time of delivery and to fulfill all obligations incumbent on the Vendor. The Vendor shall provide Trotec with a safety data sheet pursuant to Article 31 REACH-Regulation.

3.3. The Vendor has the mandatory duty to comply with all applicable national and international laws and provisions in connection with the transport, export and re-export of deliveries, including any economic sanctions and trade embargos (export control regulations). This applies in particular to any deliveries that may originate directly or indirectly from countries or from entities or persons that are subject to export control regulations. Upon request, the Vendor must immediately and without the imposition of additional costs provide all documents, including import certificates or end user declarations that are required in support of Trotec’s application for import or export licenses.

3.4. For software developed individually for Trotec, the Vendor shall transfer all transferable proprietary and other exploitation rights to the Supplies exclusively to Trotec – if not otherwise agreed. The transfer includes all exploitation options known at that time and those which may become known at a later date as they arise - without separate compensation - or, in the case of non-transferable rights (such as copyrights) the Vendor shall grant Trotec rights of use. The transfer and licensing shall be based on exclusivity and shall apply to all rights of use without limitation in terms of time, place, intended purpose and in any other way and shall also apply after

termination of the contractual agreement. It includes in particular the right to process the software and to transfer it to third parties.

3.5. Trotec shall accept only the quantities or units ordered. Over- or under-deliveries are only permissible after prior agreement with Trotec. If partial quantities have been agreed, the Vendor shall be obligated to inform Trotec about the respective remaining quantity for each partial delivery.

3.6. For Supplies that Trotec uses as components for Trotec products, the Vendor undertakes to make spare parts available and to inform Trotec of any end or restriction of the availability of such spare parts, with the obligation to grant Trotec the option of purchasing such.

3.7. The Vendor must package, mark and ship the deliveries according to the relevant regulations of the countries of origin, transit and destination.

3.8. Vendors domiciled in Austria or in a relevant EU member state shall, insofar as the respective Vendor participates in a comprehensive packaging disposal system (such as the Altstoff Recycling Austria AG (ARA) = Waste Material Recycling Joint Stock Company) must include the following legally binding declaration in their offer, but also in each delivery note and in each invoice: "The packaging of all goods listed is exempt from obligations via the license number....." (so-called declaration of exemption). Additional charges or costs, such as deposits or disposal costs shall not be accepted by Trotec. If the Vendor fails to make such a declaration of exemption, they must collect or take back the packaging material; if a Vendor does not fulfill this obligation, Trotec shall be entitled to have the disposal taken care of by third parties at the Vendor's risk and expense.

4. Change of Supplies

4.1. Trotec may request changes to the Supplies even after contract conclusion, to the extent that this is reasonable for the Vendor. In the event of such a contractual amendment, both contracting parties shall adequately consider the effects, especially with regard to increased or reduced costs and delivery deadlines.

4.2. If in the course of executing the contract/Supply, it becomes apparent that deviations from the originally agreed specifications are necessary or appropriate, the Vendor must immediately inform Trotec of this. Trotec will then inform the Vendor in writing whether and, if so, which amendments the Vendor must make with respect to the original order. If this results in a change in the costs incurred by the Vendor in the performance of the contract, both Trotec and the Vendor shall be entitled to demand a corresponding adjustment of the compensation due to the Vendor.

5. Delivery Time and Acceptance

5.1. Agreed dates and deadlines are binding. The delivery dates begin with the date of the order. The date of receipt of the delivery by Trotec or by the recipient designated by Trotec shall be decisive for compliance with the delivery date or delivery period.

5.2. Unless otherwise stated in the order, delivery shall be made according to Incoterms 2020 DDP Marchtrenk or Wels.

5.3. If the Vendor anticipates circumstances that could prevent on-time delivery or delivery in the agreed quality, the Vendor must immediately inform Trotec accordingly, indicating the reasons and the expected duration of the delay.

5.4. After the completion of any legally required or agreed training, installation and/or successful execution of all installation tests, including for hardware and software components, and after written indication of readiness for acceptance and provided the complete documentation is available, Trotec shall conduct an acceptance test. Unless otherwise contractually agreed, an acceptance date shall be set within four weeks after receipt of a completion notice from the Vendor. The operational use of the Supply prior to the execution of the formal acceptance test shall in no event represent an acceptance and shall not be deemed a conclusive declaration of acceptance. After successful completion of the acceptance test and its confirmation by Trotec in the form of a signed acceptance declaration, the delivery shall be deemed accepted (hereinafter referred to as "Acceptance").

In the event that maintenance Services are provided prior to Acceptance, or a maintenance agreement has been concluded, the fee payment obligation shall begin on the day of Acceptance by Trotec.

5.5. Force majeure, official measures and other unavoidable events in Trotec's sphere shall entitle Trotec - without prejudice to its other rights - to withdraw from the contract in whole or in part, insofar as such events are not of insignificant duration or result in only an insignificant reduction of Trotec's requirements.

5.6. Trotec shall be entitled to demand from the Vendor a contractual penalty, irrespective of fault, of 0.5% per week or part thereof, up to a maximum of 10% of the total order value of the Supply from the time of the delay in delivery. This shall also apply if the Vendor makes a partial delivery after the agreed delivery date and said delivery is accepted by Trotec. The right to claim further damages is expressly reserved.

6. Transfer of Risk, Transfer of Ownership, Documentations

6.1. Upon Acceptance of the Supply, the risk is transferred to Trotec or to the recipient designated by Trotec. If the Vendor is obliged to install or assemble the Supply at Trotec's premises, the risk shall not pass to Trotec until the goods have been commissioned. Ownership shall pass to Trotec upon delivery of the shipment, or upon any full payment of the shipment whichever occurs first.

6.2. A delivery note must accompany each delivery. Invoices shall be sent to Trotec at the same time as the Supply is dispatched, quoting the order number.

7. Prices and Payment

7.1. The price stated in the accepted order shall be binding. The agreed fixed prices shall include all services necessary for proper contract fulfillment, in particular installation and documentation costs, the cost of initial instruction, any licensing fees, packaging, transport, insurance and unloading costs, public fees and taxes as well as any social benefits and expenses, unless explicitly otherwise agreed.

7.2. In the event of non-contractual, especially defective deliveries, Trotec shall be entitled to withhold payment until proper performance without loss of rebates, discounts or similar payment benefits.

7.3. Unless otherwise stated in the purchase order, payments shall be made net within 60 days of receipt of the contractual Supply and receipt of the properly issued invoice.

7.4. Counterclaims on the part of the Vendor shall only entitle the Vendor to offsetting these if they have been legally determined or confirmed by Trotec. The Vendor may only assert a right of retention if their counterclaim is based on the same contractual relationship.

8. Warranty Claims for Defects and Recourse

8.1. The Vendor warrants that the Supply meets the agreed specifications and the relevant statutory provisions and is free of material and production defects.

8.2. The Vendor shall ensure the traceability of any deliveries made by them. In the event of a detected defect, traceability of the rejected Supply must be possible in order to ascertain the warranty status and to identify the total quantity of affected Supply. Should traceability not be possible in a warranty and/or product liability case, the Vendor shall compensate Trotec for any disadvantage Trotec suffers as a result.

8.3. Acceptance of the Supply shall be subject to an examination, in particular for freedom from defects and completeness. The examination shall be carried out on the basis of the delivery note and shall be limited to obvious defects. Section 377 UGB (Austrian Corporate Code) is waived. Receipt of the Supply, its processing, and / or payment and / or reordering shall neither constitute an approval of the Supply, nor a waiver of claims for defects.

8.4. In the event the Vendor does not respond to Trotec's demand to provide immediate supplementary performance, Trotec shall be entitled in urgent cases, especially to avert direct hazards or to avoid major damage,

to remedy the defects or have them remedied by third parties at Trotec's customary compensation rates and at the expense of the Vendor. Further claims by Trotec shall remain unaffected.

8.5. The Vendor is obliged to compensate Trotec for expenditures incurred due to the defects, in particular transport, travel, work and material costs, and, if Trotec has incorporated the defective Supplies in another item or attached it to another item, the Vendor shall be obliged to compensate for the required expenditures evolving from the removal of the defective parts and / or installing or attaching the repaired or newly delivered defect-free parts.

8.6. Claims to which Trotec is entitled for defects shall lapse 36 months after the date of Acceptance of the Supply, unless a longer period is provided by law. If the Vendor meets the obligation of subsequent performance by installing replacement parts or by supplying spare parts, the statutory period of limitation for these parts shall start anew for these parts.

8.7. The Vendor indemnifies Trotec against all claims that third parties may assert based on defective parts in the Supply.

8.8. Insofar as Trotec is held liable by third parties, e.g. by its own customers, due to defects based on a defective Supply obtained from the Vendor, Trotec shall be entitled to recourse against the Vendor; the previous paragraphs shall apply accordingly. If defects of the Supply obtained from the Vendor only become apparent at the customer's premises, the refutable presumption shall apply that the defects were already present at the time of the transfer of risk from the Vendor to Trotec.

9. Liability, in particular Product Liability

9.1. The Vendor's liability shall be determined by the statutory provisions unless otherwise stipulated in these GTP.

9.2. In the event that claims of third parties are asserted against Trotec based on strict liability ("liability without fault") or due to breach of regulatory safety requirements and national or foreign product safety or product liability laws and regulations that are attributable to defective deliveries on the part of the Vendor, the Vendor is obliged to indemnify Trotec against such claims. This indemnification obligation shall be made on first request, but not before Trotec has given the Vendor the opportunity to react to such a claim. Furthermore, the Vendor undertakes to reimburse Trotec for all costs incurred in connection with corresponding recall actions and/or other measures that are either necessary or appropriate to avoid personal and/or property damage. Trotec shall inform the Vendor about the type and scope of the recall actions and other measures and give them the opportunity to comment.

9.3. The Vendor shall take out (product) liability and recall insurance in an appropriate and standard market amount and provide evidence thereof upon request from Trotec. After complete fulfilment of the mutual contractual obligations, the insurance coverage shall be maintained for a period of ten years after the (processed) Supplies have been placed on the market for the last time by Trotec. The Vendor hereby assigns the claims from the product liability insurance including all ancillary rights to Trotec. In the event that pursuant to the insurance contract, an assignment should not be permissible, the Vendor hereby irrevocably instructs the insurance company that any payments be made only to Trotec. Further claims by Trotec remain unaffected thereby.

10. Industrial Property and Copyrights, Exclusivity

10.1. The Vendor shall be liable for ensuring that neither the Supplies it has made nor its further Supplies, the processing or use by Trotec infringes on the industrial property rights of third parties, in particular utility models, patents or licenses.

10.2. The Vendor shall indemnify Trotec and Trotec's customers from claims of third parties emanating from any infringement of property rights and shall bear all costs that Trotec incurs in connection with this.

10.3. In the event of conflicting property rights of third parties, the Vendor must obtain, at its own expense, consent or authorization from the entitled party, which shall also be effective for Trotec for further delivery, processing and use.

10.4. Insofar as these are not mandatory for Supplies, the Vendor shall not be entitled to use Trotec's brands, designs, product descriptions, registered designs and utility models without Trotec's prior written consent. Any reference to the Vendor's cooperation with Trotec requires prior written consent by Trotec.

10.5. Unless expressly stated otherwise in the purchase order or an additional agreement, the following shall apply to commissioned research and development services (referred to as "R&D Services" in this clause):

10.5.1. The Vendor shall transfer all intellectual property rights (brands, patterns/samples, utility models, patent rights etc.) relating to R&D Services exclusively and without restriction (in terms of space, time and content) to Trotec (e.g. findings, designs, know-how, programs, processes etc irrespective of whether these are patentable or not ("Results")). Trotec may also contradict this transfer. The transfer of the Results is settled by the initial order of an R&D Service and the corresponding payment. Based on the Results, Trotec shall be entitled in particular to apply for and further pursue intellectual property rights domestically and internationally in its own name and at its own expense, and also to drop them at any time. At Trotec's request, the Vendor shall immediately transfer to Trotec, free of charge, any patentable inventions that its employees create while executing an R&D Service order, whereby the Vendor shall ensure the right of disposal for this at its own expense. Insofar as copyrights to the results arise, the Vendor hereby grants Trotec, free of charge, the exclusive copyrights to the results, unlimited in terms of space, time and content, in all types of use with and without copyright designation. This shall also apply to copyrighted computer program (in the object and source code). Trotec shall in particular be entitled to reproduce all results without the Vendor's consent, to transfer them to image, sound and data carriers, to process, edit, transform or translate them, to utilize them in their modified or original form, and to disseminate them. Any employee inventor compensation shall be born by the respective employer.

10.5.2. Insofar as Results have been created prior to the start of executing an order or during the performance of R&D Services under an order but independently thereof, such results shall be designated "extra-contractual results". The property of a party in its extra-contractual results shall not be affected by these GTP or by a purchase order. However, the Vendor grants Trotec an irrevocable, non-exclusive, transferable right of use, free of charge and unlimited in terms of space, time and content, to extra-contractual results and patents and rights of use to be contributed to the extent that their use is expedient and required for the contractually agreed use of the R&D Services.

11. Provision of Items / Objects, Tools to the Vendor

11.1. Trotec reserves the right of ownership for all items / objects provided to the Vendor. The further processing or restructuring of such items / objects done at the Vendor's premises shall be carried out for Trotec. If the provided item / object is processed with other objects that are not the property of Trotec, Trotec shall acquire joint ownership to the new item in proportion to the value of these objects at the time of their processing. The Vendor shall store the new item(s) for Trotec free of charge.

11.2. The Vendor shall check that the items / objects provided are free of defects. If an item / good provided by Trotec is culpably damaged or destroyed while in the area of responsibility of the Vendor, the Vendor's liability also extends to the repair or replacement of such.

11.3. Trotec retains ownership of tools provided or paid for by Trotec. The Vendor is obliged to use the tools exclusively for the manufacture of the deliveries ordered by Trotec and mark them as Trotec's property.

12. Termination and Withdrawal from the Contract

12.1. Continuing obligations may be terminated by Trotec subject to a notice period of 30 days, by the Vendor subject to a notice period of 90 days, effective from the end of the respective month. A waiver of termination on the part of Trotec requires the express written confirmation of Trotec, otherwise it is not considered as effectively agreed. Both contracting parties shall be free to terminate the contract for an important factual reason within the sphere of the other contracting party.

12.2. Trotec shall be entitled to declare its withdrawal from the contract if an important reason exists, in particular:

12.2.1. if the Vendor violates official regulations or the provisions of these GTP even after a written request and setting a grace period of 14 days;

12.2.2. if the Vendor has taken actions, especially if it has entered into agreements with other companies which are detrimental to Trotec, contrary to good morals or contrary to the principle of competition;

12.2.3. if the Vendor has directly or indirectly promised or granted advantages to Trotec employees who are involved in the conclusion or execution of the contract or has threatened or inflicted disadvantages.

In the event of one of the above-mentioned reasons, Trotec shall be entitled to withdraw from the contract either with regard to the entire unfulfilled contract or only with regard to individual parts thereof.

13. Confidentiality

13.1. Trotec and the Vendor undertake to keep all information arising from the cooperation in strict confidence, unless it is generally known, has been lawfully acquired from third parties or independently developed by third parties, and to use it exclusively for the purposes of the contract. The protected information includes in particular technical data, purchase quantities, prices and information on products and product developments, on current and future research and development projects as well as all corporate data of the other contractual partner.

13.2. The Vendor is furthermore obliged to keep all received images, drawings, calculations and other documents in strict confidence and to disclose them to third parties only with Trotec's prior written consent, unless the information contained therein is already public knowledge. The Vendor must, as necessary, obligate its subcontractors accordingly.

13.3. Upon request from Trotec at any time, but at the latest upon contract termination, all information originating from Trotec (including copies and records, if applicable) and items provided on loan shall be returned to Trotec immediately and in full, unless the Vendor still needs these items to fulfill its contractual performance obligations. Trotec reserves all rights to such confidential information, including copyrights, industrial property rights, patents, utility models, etc.

14. Compliance with the TroGroup Code of Conduct

The Vendor undertakes to comply with the rules and principles set out in the TroGroup Code of Conduct, retrievable at Compliance | TroGroup (www.trogroup.com). The Vendor furthermore undertakes to implement appropriate measures to ensure that its employees are familiar with the minimum requirements of TroGroup's Code of Conduct and observe its tenets. The rules and principles contained in TroGroup's Code of Conduct must be effectively communicated to its vendors, subcontractors and service providers when Trotec-related orders are placed, and compliance with these by third parties shall be required accordingly. In the event of rejection or non-compliance by these third parties, the Vendor will immediately inform Trotec of this in writing. In the event of serious violations of the rules and principles of the TroGroup Code of Conduct, Trotec shall be entitled to terminate the respective order extraordinarily and with immediate effect.

15. Final Provisions

15.1. The Vendor may not pass on the order or essential parts of it to third parties without prior written consent from Trotec.

15.2. Should individual parts of these GTP become legally invalid, the validity of the remaining provisions shall not be affected by this. The contracting parties undertake to agree on a provision to replace the (partially) invalid provision that comes as close in meaning as possible to the original and guarantees a corresponding economic success.

15.3. For the resolution of all disputes arising from a contract - including disputes concerning its existence or non-existence - it is agreed that the courts having jurisdiction over the subject matter at Trotec's registered office shall have exclusive jurisdiction. However, Trotec shall also be entitled to bring an action at the Vendor's general place of jurisdiction.

15.4. Insofar as mandatory statutory provisions do not conflict therewith, Austrian law shall expressly apply, with the exception of its conflict of law and reference provisions, as amended from time to time. The application of UN sales law is explicitly excluded.