

TECHNOPAC Austria GmbH • Lilienfelder Str. 46 • A-3150 Wilhelmsburg
General Terms and Conditions of Purchase of the TechnoPac Austria GmbH

Version October 2026

1. Scope and Order of Precedence

- 1.1. These General Terms and Conditions of Purchase ("GTCP") apply to all purchase orders, contracts, call-offs, deliveries and services of Technopac Austria GmbH ("Technopac") in dealings with entrepreneurs ("Supplier"). They apply in particular to the purchase of goods, materials, components, operating supplies, packaging, services, works, assembly, repair, maintenance and other services.
- 1.2. Any conflicting, deviating or supplementary general terms and conditions of the Supplier shall not form part of the contract, even if Technopac does not expressly object to them or accepts or pays for deliveries or services without reservation. They shall apply only if Technopac has expressly consented to their applicability in text form.
- 1.3. Individual agreements, in particular expressly agreed purchase agreements, purchase orders, specifications and amendment agreements, shall take precedence over these GTCP in the event of a conflict. In all other respects, these GTCP supplement the respective individual agreement.
- 1.4. Amendments or supplements to the individual contract by way of the Supplier's order confirmations shall become effective only if Technopac expressly agrees to such amendments in text form.
- 1.5. If any provision of these GTCP is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision.

2. Orders, Quotations and Conclusion of Contract

- 2.1. Technopac's purchase orders are generally placed in text form, in particular by e-mail, electronic ordering system or other permanently reproducible electronic communication.
- 2.2. Purchase orders are binding only if placed by a person authorised to represent Technopac or authorised to place orders on its behalf, or via an ordering system approved by Technopac. Statutory rules on authority, apparent authority and representation remain unaffected. The Supplier shall review purchase orders for identifiable contradictions, ambiguities and missing information and shall notify Technopac thereof without undue delay.
- 2.3. Unless a different binding period is expressly stated therein, the Supplier's quotations shall be binding for at least 30 calendar days and free of charge for Technopac. The Supplier shall bear the costs of quotations, calculations and presentations unless expressly agreed otherwise.
- 2.4. If the Supplier does not accept a purchase order in text form within five working days (Monday to Friday, excluding public holidays at Technopac's registered office), Technopac may revoke the purchase order unless a different acceptance period has been agreed in the individual case.
- 2.5. Order confirmations containing deviating or additional terms shall be deemed accepted only to the extent that Technopac expressly agrees to the respective deviations in text form.
- 2.6. Amendments or supplements to an order require confirmation by Technopac in text form. Additional costs shall be reimbursed only if Technopac has expressly approved them in text form before they are incurred.

3. Prices, Costs and Changes

- 3.1. The agreed prices are fixed prices and, unless expressly stated otherwise in the individual contract or purchase order, include all ancillary costs associated with the delivery or service, in particular packaging, loading, transport, insurance, customs duties, levies and other costs. Statutory value added tax shall be shown separately, where applicable.
- 3.2. Price changes require an express agreement in text form. Unilateral price changes by the Supplier are excluded.
- 3.3. The Supplier shall notify Technopac without undue delay of any identifiable developments relevant to costs, deadlines or procurement that may adversely affect contractual performance.
- 3.4. Additional or modified services shall be remunerated only if Technopac has expressly commissioned or approved them in text form before performance. This applies in particular to additional quantities, additional material, waiting times and other additional costs.

4. Invoicing and Payment

- 4.1. Invoices shall be submitted electronically to the invoicing address notified by Technopac after complete delivery or performance, stating the purchase order number, purchase order item, delivery or performance date, quantity and any other references required by Technopac.
- 4.2. Invoices must comply with the statutory requirements and be capable of substantive verification. If information is missing or incorrect and this materially impedes the substantive, accounting or tax review or allocation of the invoice, the payment period shall commence only upon receipt of a correspondingly corrected and verifiable invoice.

- 4.3. Unless otherwise expressly agreed in the individual contract, purchase order or elsewhere, the payment period shall be 60 days. It shall commence on the later of (i) complete receipt of a proper and verifiable invoice and (ii) complete delivery or performance. If a formal acceptance or inspection procedure has been expressly agreed in the individual case, the payment period shall commence upon its proper completion; mandatory statutory requirements concerning the duration of an acceptance or inspection procedure, in particular § 457 UGB, remain unaffected.

- 4.4. Technopac shall be entitled to exercise statutory or contractual rights of retention, set-off and price reduction. Set-off against counterclaims arising from other contractual relationships with the same Supplier shall be permissible to the extent the statutory requirements are met.

- 4.5. Payment shall not constitute acknowledgement of contractual conformity, acceptance or waiver of statutory warranty rights, claims for damages or other rights.

5. Delivery, Delivery Dates, Title and Risk

- 5.1. Agreed delivery and performance dates are binding. A fixed-date transaction within the meaning of § 919 ABGB exists if a date is expressly designated as a fixed date in the individual contract or purchase order or if it follows from the contractual purpose recognisable to the Supplier that late performance is no longer of interest to Technopac. The Supplier shall notify Technopac without undue delay in text form as soon as it becomes aware that an agreed date is likely not to be met; the agreed dates shall not be extended as a result.
- 5.2. Unless another delivery term has been agreed in the individual contract or purchase order, deliveries of goods shall be made DDP (Delivered Duty Paid) in accordance with Incoterms® 2020 to the delivery location specified in the purchase order.
- 5.3. In the event of delay in delivery or performance, Technopac shall be entitled to the statutory and contractually agreed rights. In particular, subject to the statutory requirements, Technopac may claim damages, set a reasonable additional period for performance, withdraw from the contract and, where necessary, procure substitute performance. Any additional costs and losses to be reimbursed by the Supplier shall be determined in accordance with the statutory and contractual requirements.
- 5.4. Partial deliveries and early deliveries are permissible only with Technopac's prior consent, unless the purchase order provides otherwise.
- 5.5. Title to delivered goods shall pass to Technopac upon their handover to Technopac unless an earlier transfer of title has been agreed in the individual contract. The Supplier warrants that the goods are delivered free from third-party rights unless expressly agreed otherwise.
- 5.6. Risk shall pass to Technopac only upon proper handover at the agreed delivery location. In the case of justifiably rejected or defective deliveries, risk shall remain with the Supplier until the goods have been properly rectified, replaced or taken back, unless loss or damage was culpably caused by Technopac.

6. Packaging, Labelling and Transport

- 6.1. The Supplier shall package and label the goods professionally and in a manner suitable for transport and storage and in compliance with all statutory and regulatory requirements applicable to the delivery.
- 6.2. Packaging shall be limited to the necessary extent and, insofar as technically and economically reasonable, designed to be reusable or recyclable.
- 6.3. Each delivery must be accompanied by a delivery note stating, in particular, the Supplier, purchase order number, item number, description, quantity and, where applicable, batch, lot or serial numbers.
- 6.4. The Supplier shall be responsible for damage and additional costs caused by inadequate packaging, labelling, loading or transport handling attributable to the Supplier.

7. Inspection and Notice of Defects

- 7.1. Technopac shall inspect deliveries of goods in the ordinary course of business for identity, quantity and apparent defects and shall notify apparent defects within a reasonable period. In all other respects, the statutory provisions, in particular § 377 UGB, shall apply insofar as applicable to the respective transaction.
- 7.2. Latent defects shall be notified within a reasonable period after their discovery.
- 7.3. Confirmation of receipt of goods, signature of a delivery note or payment of an invoice shall not constitute acceptance or acknowledgement that the goods are free from defects.
- 7.4. The Supplier shall provide Technopac, upon request and free of charge, with the documents, test certificates, declarations of conformity and technical information required for the inspection.
- 7.5. In the case of justified statutory warranty claims, the Supplier shall bear the costs of rectification or replacement which it is required by law to bear, in particular necessary transport, travel, labour and material costs. Additional

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inspection, sorting, return shipment, removal and installation or other consequential costs shall be borne by the Supplier to the extent that a statutory or contractual obligation to reimburse such costs exists.

8. Statutory Warranty, Quality and Technical Requirements

- 8.1. The Supplier warrants that, upon handover or performance, the goods and services comply with the contract, the agreed specifications, drawings and samples, the recognised rules of technology and the state of the art as well as the applicable statutory and regulatory requirements and are suitable for the contractually intended purpose or the purpose recognisable to the Supplier.
- 8.2. Where the statutory requirements are met, the Supplier shall, at its own cost and without undue delay, at Technopac's option, rectify or provide replacement, provided that the chosen remedy is not impossible or disproportionate under the statutory provisions. Further statutory and contractual rights of Technopac remain unaffected.
- 8.3. If the Supplier fails to remedy a defect as required within a reasonable period or if immediate action is required to avert significant disadvantages, Technopac may, to the extent permitted by law, remedy the defect itself or have it remedied by a third party and claim the necessary costs from the Supplier in accordance with the statutory and contractual requirements.
- 8.4. The Supplier shall notify Technopac without undue delay in text form of any identifiable contradictions, errors or ambiguities in drawings, specifications, calculations or work instructions provided by Technopac, insofar as a competent Supplier should have identified them upon reasonable review.
- 8.5. The statutory warranty and limitation-period rules shall apply to rectified or replaced performance. Any additional expressly agreed guarantee, maintenance or warranty periods remain unaffected.

9. Breaches of Contract and Contractual Penalty

- 9.1. If the Supplier culpably breaches material contractual obligations, Technopac shall be entitled to assert the statutory and contractually agreed claims.
- 9.2. If a bindingly agreed delivery or performance date is exceeded for reasons for which the Supplier is responsible, Technopac may, unless otherwise provided in the individual contract, claim a contractual penalty of 0.5% of the net value of the delayed part of the performance for each completed week of delay, up to a maximum of 5% of such net value. If, as a result of the delay in the affected part of the performance, the entire delivery or performance cannot be used by Technopac for its intended purpose, the entire net order value shall be the basis of calculation.
- 9.3. The right to claim further proven damages remains reserved; any contractual penalty paid shall be credited against damages claimed in respect of the same delay event.
- 9.4. Technopac may set off a due contractual penalty against due claims of the Supplier to the extent the statutory requirements are met.

10. Force Majeure

- 10.1. Events beyond a party's reasonable control that were not reasonably foreseeable at the time the contract was concluded and that materially impede or temporarily render performance of the contract impossible shall constitute force majeure insofar as they are not attributable to the affected party.
- 10.2. The affected party shall notify the other party without undue delay in text form of the commencement, expected duration and effects of the event, provide reasonable evidence of its effects upon request and take all reasonable measures to mitigate damage.
- 10.3. Performance obligations shall be suspended only to the extent actually affected and for the duration of the event. If the material impairment continues for more than 60 days or if it is unreasonable for Technopac to remain bound by the affected part of the contract, Technopac may terminate the affected contract in whole or in part or withdraw from the affected part, to the extent permitted by law.
- 10.4. Shortages of labour, ordinary delivery or procurement bottlenecks, internal operational disruptions, lack of liquidity or price increases shall generally not constitute force majeure insofar as they fall within the affected party's sphere of responsibility or procurement. Disruptions affecting upstream suppliers shall constitute force majeure only insofar as an event of force majeure also exists there and reasonable alternative procurement is not possible.

11. Liability, Indemnification and Insurance

- 11.1. The Supplier shall be liable in accordance with the statutory provisions for damage culpably caused by it or by its legal representatives, employees, vicarious agents or other persons engaged by it.
- 11.2. The Supplier shall indemnify Technopac, to the extent permitted by law, against justified third-party claims, including reasonable legal defence costs, insofar as the claims are based on a breach of statutory provisions, intellectual property rights, product requirements or contractual obligations for which the Supplier is responsible.

- 11.3. Unless expressly agreed otherwise in the individual contract, the Supplier shall maintain for the duration of the contract adequate commercial general liability and product liability insurance and, insofar as customary for the performance owed, professional indemnity insurance with coverage of at least EUR 3,000,000 per claim. If such coverage is not available in the Supplier's country of registered office or is not available on economically reasonable terms, the Supplier shall inform Technopac thereof before conclusion of the contract; any different insurance coverage requires Technopac's express consent. Appropriate evidence of insurance shall be provided upon request.

- 11.4. Exclusions or limitations of liability in favour of the Supplier shall apply only if Technopac has expressly agreed to them. Mandatory statutory liability and claims based on wilful misconduct and personal injury remain unaffected in any event.

12. Intellectual Property, Documents and Work Results

- 12.1. The Supplier warrants that the goods delivered and services performed by it do not, when used in accordance with the contract, infringe any third-party rights, in particular patent, trademark, design, copyright or other intellectual property rights.
- 12.2. In the case of third-party claims for which the Supplier is responsible, the Supplier shall indemnify Technopac to the extent permitted by law and provide Technopac with reasonable assistance in defending against such claims.
- 12.3. Drawings, samples, tools, fixtures, specifications, data and other documents provided by Technopac to the Supplier shall remain the property of Technopac or the respective rights holder and may be used exclusively for performance of the respective order.
- 12.4. Where work results are created individually for Technopac and separately remunerated, the Supplier grants Technopac, in respect of the transferable rights existing therein, in particular rights of exploitation, the exclusive, temporally and territorially unrestricted rights required for the contractual and economically intended use. To the extent permitted by law and required for the purpose of the contract, these include in particular the rights of use, reproduction, adaptation, modification, disclosure, sublicensing and transfer. Individual contractual provisions shall take precedence.
- 12.5. Pre-existing rights and intellectual property rights of the Supplier shall remain with the Supplier. To the extent their use is necessary for the use, maintenance, repair or further development of the performance provided for Technopac, the Supplier grants Technopac a temporally and territorially unrestricted, irrevocable and, to the extent necessary, transferable and sublicensable right of use thereto, unless otherwise agreed in the individual contract.
- 12.6. The Supplier may neither reproduce documents, drawings, samples or other information of Technopac nor make them accessible to third parties, except to the extent required for performance of the contract and permitted by Technopac.

13. Confidentiality

- 13.1. The Supplier undertakes to keep confidential all confidential information of Technopac of which it becomes aware in connection with the business relationship and to use it exclusively for performance of the contract.
- 13.2. The obligation shall not apply to information which the Supplier can prove it already lawfully knew, which is or becomes publicly known without a breach of duty, which was lawfully obtained from a third party authorised to provide it, or which was independently developed by the Supplier without using confidential information. Mandatory statutory or regulatory disclosure obligations remain unaffected; to the extent legally permissible, Technopac shall be informed without undue delay prior to any disclosure.
- 13.3. The Supplier's employees, advisers and permitted subcontractors shall, to the extent required, be bound by corresponding confidentiality obligations.
- 13.4. The confidentiality obligations shall continue after termination of the business relationship for as long as and to the extent that a legitimate interest in confidentiality exists.
- 13.5. Technopac's statutory and contractual claims for damages, injunctive relief and other remedies in the event of a culpable breach remain unaffected.

14. Assignment, Pledging and Subcontractors

- 14.1. The Supplier may transfer its entire contractual position, non-monetary rights or material contractual obligations to third parties only with Technopac's prior consent in text form. Mandatory statutory provisions remain unaffected.
- 14.2. The subcontracting of material parts of the performance owed requires Technopac's prior consent unless it has already been expressly agreed or is clearly contemplated by the nature of the order. The Supplier shall remain responsible for the performance of its subcontractors as for its own acts.
- 14.3. Technopac may assign claims and rights arising from contractual relationships to affiliated companies or legal successors, provided no mandatory statutory provisions prevent this.

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- 14.4. The assignment of monetary claims of the Supplier against Technopac shall be governed by the statutory provisions; § 1396a ABGB remains unaffected. The Supplier shall notify Technopac of any assignment made without undue delay in text form, stating the assignee and the claim concerned.
- 15. Data Protection**
 - 15.1. The Supplier shall comply with all data protection provisions applicable to it and the contractual performance, in particular the GDPR and the Austrian Data Protection Act.
 - 15.2. If the Supplier processes personal data on behalf of Technopac, a separate data processing agreement pursuant to Art. 28 GDPR shall be concluded before processing begins, insofar as required by law.
 - 15.3. The Supplier shall implement appropriate technical and organisational measures to protect personal data and shall notify Technopac of personal data breaches without undue delay insofar as they concern Technopac or data for which Technopac is responsible.
 - 15.4. Sub-processors processing personal data may be engaged only in compliance with the applicable data protection requirements.
 - 15.5. Upon termination of the processing, personal data shall be returned or deleted in accordance with the statutory and contractual requirements, unless a statutory retention obligation applies.
- 16. Compliance, Sustainability and Statutory Requirements**
 - 16.1. The Supplier shall comply with all laws, regulations, regulatory requirements and technical requirements applicable to it, the supply chain and the contractual performance.
 - 16.2. This includes in particular, where applicable in each case, requirements concerning occupational health and safety, minimum remuneration, social security, taxes, the environment, product safety, chemicals, packaging, export control, sanctions, competition law and anti-corruption.
 - 16.3. The Supplier undertakes not to engage in bribery, corruption, anti-competitive arrangements or other unlawful business practices and not to engage any persons or companies where this would violate applicable sanctions or export control provisions.
 - 16.4. Where Technopac specifies a Supplier Code of Conduct or comparable compliance and sustainability requirements, it shall form part of the contract provided it was made available to the Supplier in a reasonable manner before or no later than at the time of conclusion of the contract.
 - 16.5. The Supplier shall notify Technopac without undue delay of material actual or threatened breaches of the above requirements insofar as these may materially affect the contractual performance, the supply chain or the business relationship.
- 17. Termination, Withdrawal and Suspension**
 - 17.1. Statutory and contractually agreed rights to terminate, withdraw from or otherwise end the contract for good cause remain unaffected.
 - 17.2. Good cause may exist in particular if the Supplier breaches material contractual obligations despite having been granted a reasonable additional period, repeatedly delivers materially defective performance, loses required regulatory permits, breaches material compliance requirements, or the opening of insolvency proceedings is finally refused for lack of assets sufficient to cover the costs. Mandatory insolvency law provisions, in particular §§ 25a and 25b IO, remain unaffected. The opening of insolvency proceedings over the Supplier's assets shall not, in itself, give rise to any contractual right of termination, withdrawal or dissolution.
 - 17.3. In the event of particularly serious breaches of duty that make continuation of the contract unreasonable for Technopac, Technopac may, to the extent permitted by law, withdraw from or terminate the contract without first setting an additional period. Otherwise, any required reasonable additional period shall be set.
 - 17.4. Upon termination, the Supplier shall, at Technopac's request and without undue delay, hand over all documents, data, materials and work results required for continuation or orderly termination of the performance, insofar as Technopac has a contractual or statutory claim thereto.
 - 17.5. In the event of a material breach of contract, Technopac may temporarily suspend further performance of the affected services until clarification or remedy, insofar as this is reasonable in the circumstances and permitted by law.
- 18. Works, Assembly, Repair and Other Services**
 - 18.1. These provisions apply additionally to works, assembly, maintenance, repair, installation and other services insofar as their nature so requires.
 - 18.2. The Supplier shall perform the work professionally, in accordance with recognised rules of technology and in compliance with all applicable statutory, regulatory and operational safety requirements.
 - 18.3. The Supplier shall properly deploy its own personnel and any subcontractors engaged and shall comply with all applicable employment, social security, tax, notification and residence-law obligations. Insofar as services are performed in Austria, the respectively applicable Austrian minimum remuneration, notification and document-availability obligations shall in particular be complied with.
 - 18.4. For work on Technopac's premises, the applicable safety, access and operating instructions notified from time to time shall be complied with.
 - 18.5. The Supplier shall be liable in accordance with the statutory provisions for damage to facilities, equipment, machinery and other property of Technopac insofar as culpably caused by the Supplier.
 - 18.6. Formal acceptance shall take place only if expressly provided for in the individual contract or purchase order or required by law. In such case, Technopac shall carry out the acceptance or inspection procedure within the period permitted by law; § 457 UGB remains unaffected. Minor defects that do not impair the intended use shall not prevent acceptance unless expressly agreed otherwise; Technopac's statutory warranty rights, claims for damages and other rights in respect of such defects remain unaffected. Payment of an invoice shall not replace acceptance.
 - 18.7. Where a separate maintenance, guarantee or defect-remedy period is agreed for a work, it shall be governed by the individual contract. Statutory warranty rights remain unaffected.
- 19. Safekeeping, Return and Technopac Property**
 - 19.1. Materials, tools, moulds, fixtures, models, drawings, data and other items which Technopac provides to the Supplier or the costs of which are borne in full by Technopac shall remain or become the property of Technopac, unless otherwise agreed in the individual contract.
 - 19.2. The Supplier shall treat these items with due care, appropriately mark them as Technopac's property and protect them against loss and damage.
 - 19.3. Upon request or termination of the contract, they shall be returned to Technopac without undue delay unless they are incorporated into a delivery as intended or another use has been agreed.
 - 19.4. The Supplier shall have rights of retention or lien over Technopac's property only insofar as mandatorily provided by law or expressly agreed.
- 20. Governing Law and Jurisdiction**
 - 20.1. All contractual relationships between Technopac and the Supplier shall be governed by Austrian law, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), insofar as such exclusion is permissible.
 - 20.2. Exclusive jurisdiction for all disputes arising out of or in connection with the contractual relationship shall, to the extent legally permissible, lie with the court having subject-matter jurisdiction at the registered office of Technopac Austria GmbH.
 - 20.3. The contractual language shall generally be German. In the case of multilingual versions of these GTCP or other contractual documents, the German version shall prevail in the event of contradictions or differences in interpretation, unless otherwise agreed in the individual contract.
- 21. Final Provisions**
 - 21.1. Amendments and supplements to a contract, including these GTCP, must be made at least in text form in order to be effective, unless a stricter form is prescribed by law or the individual contract. Individual agreements remain unaffected in accordance with the statutory provisions.
 - 21.2. Failure by Technopac to exercise, or delay in exercising, any right shall not constitute a waiver of that right. Any waiver requires an unequivocal declaration.
 - 21.3. These GTCP shall apply in the version effectively incorporated at the time the contract is concluded. Any amendment in respect of contracts already concluded shall be made only if expressly agreed.