

1. VALIDITY

Unless otherwise expressly agreed in writing, the terms and conditions set forth herein ("purchasing terms") shall apply subordinately and in addition to the respective purchase order. Supply of IT-Services, projects, software and software maintenance shall be subject to the AEB-IT (<https://www.engelglobal.com>). General terms and conditions or forms ("GTC") of the supplier shall by no means be accepted or govern the purchase agreement, independent of whether we knew them or not, whether we have contradicted their validity or not and irrespective of whether they are contradictory to our purchasing terms or not. Even the unopposed acceptance of the delivery or execution of the agreement by us shall not be construed as an acceptance of the supplier's GTC. In case of continuous business transactions, our purchasing terms shall be applicable even without special reference to the said.

2. ORDERS / OFFERS

Inquires shall always be without commitment, unless explicitly stated to the contrary in writing. The supplier shall diligently check all data contained in the inquiry or in the order, including but not limited to the technical requirements and conditions, other descriptions, specifications and data with respect to the technical feasibility and fitness for the intended purpose, and shall inform us without delay of any circumstances which could frustrate, aggravate or delay the execution of the purchase agreement and/or the intended use of the supplied goods and/or services. This shall also apply to any subsequent modification or amendment of the purchase agreement. The supplier shall be bound to his offer at least 14 days upon receipt thereof. Any costs incurred in connection with the preparation and submittal of the offer (including cost estimates) shall always be borne by the supplier.

3. FORMATION OF CONTRACT/FORM OF SIGNATURE

- 3.1. The purchase agreement shall be effective upon receipt of our purchase order by the supplier, at the earliest. In case of discrepancies between the offer and our purchase order, the latter shall prevail, unless the supplier objects to such discrepancy within 14 days upon receipt thereof, but latest in the course of execution of the purchase order. If the order confirmation of the supplier contains amendments or deviations to our purchase order, the said shall be considered not written, unless the supplier has explicitly pointed out to these amendments or modifications. In any case, the effectiveness of the purchase agreement shall require our explicit and written approval of such modifications or amendments; tacit acceptance of the delivery shall not be considered an effective approval. As long as the supplier has not completely fulfilled his obligations under a purchase agreement, we shall be entitled to request modifications inclusive of modifications of the goods or services, if such are reasonable.
- 3.2. The supplier acknowledges and agrees that contracts are only validly concluded via the ENGEL ARIBA portal (<https://www.engelglobal.com/en/global-supply-chain-management>).
- 3.3. Unless a more restrictive form is required by law, the Parties hereby agree that this Agreement, including any renewals and amendments thereto, may be effectively concluded either
 - (i) by transmission of a signed copy by telefax or in electronic form as an optical scan and/or in multiple copies, each of which shall be deemed to be an original and, taken together, shall constitute one and the same document, provided that each party has signed at least one original; or
 - (ii) by a simple electronic signature which shall also have the same effect for all purposes as a handwritten signature, with such simple electronic signature being provided, for example, by DocuSign.

4. DELIVERY ITEM (GOODS OR SERVICES)

Unless more specified in the purchase order, the delivery items shall be state-of-the-art, shall be made of first-class quality material, and shall be in compliance with the relevant law provisions, regulations, directives and other national and international technical standards. Documentations and operating instructions shall be issued in hard-copy and electronic version (PDF) in compliance with the agreed specifications; for lack of such specifications, the technical documentation shall be issued in accordance with common practise. If public-law provisions for the protection of consumers, employees or the environment stipulate the marking, the preparation and issuance of declarations of conformity, of declarations of compliance, of operating and mounting instructions, et cetera, the supplier shall prepare and issue the said accordingly. The seller shall keep available spare parts for a period of at least 10 years after the delivery. The spare parts shall be supplied at serial price.

5. PRICES

Except as expressly otherwise agreed, the prices shall be considered inclusive of all duties, customs and incidental expenses; incidental expenses shall include but not be limited to the costs for packaging, loading, transport and the procurement of export and import permits. Unless otherwise agreed, the prices shall also include the redemption and correct recycling and disposal in keeping with the manufacturer's obligation of redemption and disposal, in particular of old

electrical and electronic devices. Prices shall always be considered fixed prices. Escalator clauses and the like are not acceptable.

6. DELIVERY TIME

Time is of the essence. Dates of delivery must be strictly observed. We shall not be obligated to accept deliveries prior to the delivery date specified in the purchase order. In the event of delay in delivery the supplier shall pay a penalty to the amount of 1 per cent of the total delivery value for each calendar day of the delay, which shall not exceed a total of 5 per cent for each case of delay; the penalty accrues regardless of the supplier's fault or negligence and irrespective of actual damages incurred by us. However, we shall not be deprived thereby of our right to claim exceeding damages for delay in performance. The supplier shall inform us immediately in writing about any foreseeable delay and all consequences resulting therefrom. If he does not comply with this obligation, he will no longer be entitled to cite that he was not responsible for the delay; we shall then be entitled to cancel the purchase agreement with immediate effect.

7. DELIVERY

The delivery term set forth in the respective purchase order shall be construed in accordance with the respective applicable Incoterms. Partial deliveries shall require our previous approval. The packaging shall be in accordance with environmental and transport requirements; the packaging and filling material has to be homogeneous and recyclable. Unless otherwise agreed to the contrary, the Packaging Guideline shall apply in the then current version (available at our website <https://www.engelglobal.com>). Deliveries of spare and wear parts shall be made in suitable individual packaging. In case of deliveries originating in a country outside of the EU, the shipping bill shall be provided free of charge with a customs invoice (in duplicate) as well as a certificate of origin (declaration of origin, movement certificate, et cetera) for favoured import customs clearance. The consignment shall be accompanied by a delivery note containing all order data as well as data on gross and net weight. We further expect the proper issuance of "Supplier's Declarations" for products in accordance with the relevant Council Regulations (EC). In case of use of long-term supplier declarations, the supplier shall notify us unsolicited in case of any changes of the originating status.

8. GUARANTEE

The supplier covenants that the delivery item will be manufactured in conformity with Section 4 and guarantees that no defects or faults in the delivery item will occur within a period of thirty months from the date of acceptance by us. If a defect can be remedied, it shall be at our discretion to decide whether the remedy shall be by replacement or repair, or carried out by ourselves or by a third party at the suppliers cost and expense. Any and all costs incurred in the course of the remedy, including but not limited to costs for disassembly and assembly, transport, travelling, work and material as well as all costs for determination and rectifying the defect shall be solely borne by the supplier, irrespective of his fault or negligence. Legal obligations with respect to the examination of the delivery and the obligation to give notice of defects shall be limited to the extent defined in Section 12.

9. RIGHTS OF THIRD PARTIES

The supplier guarantees that the delivery item is free from any rights of third parties, in particular from intellectual property rights (industrial property rights, copyrights or associated property rights), and that the ownership or the use of the delivery item is not infringing property rights or related applications of a third party anywhere in the world. The supplier shall indemnify us and our customers concerning any third-party claims and shall obtain free of charge the required permissions (licenses) or, as the case may be, shall modify the delivery item in keeping with the contractual targets so it becomes non-infringing.

10. INVOICING

The supplier shall submit invoices in duplicate. The invoices shall contain all order and delivery data, the value-added tax registration number (VAT Reg. No.) as well as the ARA license number, if and when applicable. In addition thereto, the invoices shall be categorized according to the purchase orders. If the parties agreed upon a settlement on a time and material basis, the supplier shall attach the respective time sheets to the invoice. Invoices which infringe public-law provisions (in particular those rendered in the Austrian customs and tax acts) shall be considered not submitted.

11. TERMS OF PAYMENT

Payment terms, including cash discount periods, shall not start to run before receipt of the respective invoice. The payment shall not indicate the acknowledgement of the correctness of deliveries or services, and thus it does not operate as a waiver of any of our rights and remedies, we may have hereunder or at law. We shall have the right to offset and deduct any amounts resulting from counterclaims towards the supplier or any of its affiliated companies from the payment of any due amounts. The assignment of payment claims shall be permitted only with our previous written consent.

12. QUALITY ASSURANCE / TERMS OF ACCEPTANCE

The supplier shall guarantee that all public-law provisions (as well as national and international public-law provisions) for the protection of consumers, employees or the environment are duly observed in the manufacture of the delivery item; especially those provisions applicable at the named destination, but not less than those relevant provisions of the European Union. If the delivery item contains chemicals, and if the said are included in the scope of application of the REACH directive (EU Directive 1907/2006), the supplier has to prove their registration; he guarantees that the intended use of the delivery item is covered by the registration, and shall provide us with all safety-related information (safety data sheet). The supplier shall inform us about any sub-supplier charged in connection with the manufacture of the delivery item. The supplier shall not charge sub-suppliers with the production of, or buy from sub-suppliers, parts, which are critical for the function or safety of the delivery item without our prior written approval. In case that the order includes the production or parts, which are manufactured in accordance with drawings, our technical terms shall apply. Upon arrival, we (or our customer in the case of direct delivery) shall carry out an inspection only in order to evaluate the identity, quantity and obvious damages in transit. We shall not be obliged to carry out any further inspection and notification of defects. We reserve the right to carry out a system, process or product audit at the suppliers production plant without prior notification during normal business hours. We may demand that not-primary materials, parts of the delivery item or entire delivery items, which are procured from sub-suppliers, are included in the quality assurance system of the supplier. In this case, the supplier shall ensure that the audits mentioned hereinbefore can be carried out at the sub-suppliers production plants as well.

13. PLACE OF PERFORMANCE, TRANSFER OF TITLE AND RISK

The risk as to price and performance as well as the title in the delivery item shall pass to us in accordance with the applicable Incoterm. However, if the purchase agreement provides for a formal acceptance, the aforementioned risks shall not pass prior to such acceptance. Unless otherwise agreed, the place of risk-transfer shall also constitute the place of performance.

14. LIABILITY

Except as otherwise provided herein, the supplier's liability shall be subject to the applicable law. The supplier shall neither disclaim nor limit his legal liability towards us. The supplier shall be liable for the fault of his sub-contractors or his suppliers as if it was his own fault. The supplier shall be liable especially for defective products regardless of culpability, if and when provided by the applicable law. If it turns out that the delivery item unavoidably causes a hazard for life, limb, health, property or environment, the supplier shall immediately recall the delivery item. Any costs incurred thereby to be borne by the supplier. The supplier shall provide us free of charge with a non-defective substitute and shall indemnify us from any costs incurred in the course of such recall. Statutory limitation of any of the aforementioned claims shall be in accordance with Article 13 of the Austrian Product Liability Act [PHG].

15. INSURANCE

The Supplier shall, at his own expense, provide and maintain with a reputable insurer (and provide written certificate(s) of insurance to us, if and when requested) reasonable and customary insurance coverage, including, but not limited to commercial general liability insurance including coverage for product liability. The Supplier agrees to maintain insurance coverage for product liability in the minimum amount of € 2,500,000 per occurrence for a period of at least eleven (11) years after the fulfilment of the purchase agreement. The certificate(s) of insurance will, if requested by us, designate us as "additional insured".

16. COMPLIANCE, BUSINESS ETHICS AND SUSTAINABILITY

16.1. Prerequisite for any business cooperation shall be the unreserved compliance with our Supplier Code of Conduct as amended from time to time (available at our website <https://www.engelglobal.com>) as well as compliance with all relevant laws, regulations, directives, and similar rules with regards to our Code of Compliance.

16.2. The supplier undertakes to comply with the NIS-2 Directive (Directive [EU] 2022/2555) and/or the respective national transposition act if it falls within its scope and will take all necessary measures to ensure the security of its network and information systems relevant to the provision of its services and products. In particular, the supplier will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and will promptly report significant security incidents. The supplier is liable for any damages resulting from a breach of provisions of the NIS-2 Directive and will hold us harmless and indemnify us in this regard.

16.3. Supplier shall further acknowledge and comply with our ESG-Requirements (Annex 2), which constitute an integral part of these GTC.

16.4. Any breach of the obligations set forth in this Article or in the ESG-

Requirements (Annex 2) shall be regarded as a material breach of contract, which shall entitle us to terminate all purchase agreements not yet fulfilled with immediate effect and claim for all damages and losses incurred by such breach.

17. REFERENCE BAN

The supplier is prohibited from using labels, brands and any other business- or product specific designation from ENGEL for competitive purpose or any other public use. Without any written consent, the supplier is furthermore prohibited from advertising the business relations to ENGEL.

18. EXPORTCONTROL

18.1. Supplier shall comply with all applicable national and international laws and regulations regarding the supply, sale, transfer, export, re-export of the delivery items, where appropriate, and which include economic sanction, export control and trade embargos (hereafter referred to as "Export Control Regulations").

18.2. Supplier undertakes to not sell, supply, transfer, export, re-export or make delivery items available to us that could be originated, directly or indirectly, from a country that is subject to Export Control Regulations or from any company, entity, organization or individual covered by Export Control Regulations.

18.3. If requested by us, Supplier shall, promptly and without additional cost, provide us with any documentation, including import certificates or end-user statements, which is reasonably necessary to support our application for import or export authorizations.

18.4. Supplier shall defend and indemnify us for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by us, including any legal fees and transaction expenses, relating to any violation of such article by Supplier. Supplier is responsible for any action or omission in the performance of its obligations under this section, whether through its own action or omission or of its representatives, employees, affiliates, agents, suppliers or sub-contractors, or any other person attributable to Supplier.

18.5. Any breach of the obligations set forth in this Section shall be regarded as a serious breach of contract, which shall entitle us to terminate all purchase agreements or orders not yet fulfilled with immediate effect and claim for all damages and losses incurred by such breach.

19. APPLICABLE LAW, JURISDICTION

Our legal relationship with the supplier shall be subject to substantive Austrian law to the exclusion of the conflict of law rules of Austrian international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. All disputes, disagreements or any claim arising out of or in connection with this or subsequent purchase agreements including any question regarding its existence or validity shall be exclusively referred to the competent court in Linz, Republic of Austria. Independent thereof, we shall be permitted to bring action against the supplier at the competent court of law at his place of business.

20. CONFIDENTIALITY

Unless otherwise agreed, the supplier shall keep in strict confidence all commercial and technical information obtained in the course of the business relationship for at least 5 years. The supplier shall use such information only to the extent necessary to fulfill its obligations under the respective purchase agreement.

21. MISCELLANEOUS

Except where specifically stated to the contrary, all remedies available to us for breach of a purchase agreement, or at law, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. This text shall be construed in accordance with the laws of Austria; this version is a free translation of the German text and shall serve only for information. Therefore, in the event of any inconsistency between the German and the English version, only the German version of this GTC shall apply. Messages sent to us shall only be effective, if they are written in German or English language. Messages may be transmitted by facsimile or by electronic means. Messages which reach us on Saturdays, Sundays or one of our legal public holidays shall become effective only on the next working day. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected.

ANNEX 1 – Special provisions for services

1. Elements of the offer
 - 1.1. The Supplier's offer must clarify the means and methods to be deployed in order to achieve the objective(s) in accordance with our specifications. This includes, but is not limited to defining the content, scope, schedule and completion deadlines, obligation to cooperate, compensation, contacts, and project managers for the service offered. The preparation of the offer and the effort associated therewith shall not be subject to charge, even if it does not result in an order.
 - 1.2. The results and or milestones to be delivered by the Supplier in the context of the service are to be listed individually, including the amount of employee days and/or hours, and the associated cost. In this, the various daily and/or hourly rates of employees shall be specified as well as the allocated days per person. In case of milestones/work packages, the Supplier shall preferably offer fixed prices or at least cost estimates for the achievement of each milestone/work package. As soon as it becomes apparent that a cost estimate is (or will most probably be) exceeded by more than 15%, the Supplier must provide a written notification at the earliest possible time; otherwise, the Supplier shall not be entitled to additional compensation. In the case of a fixed price agreement, the Supplier shall be entitled to additional compensation only if it has received an additional order from us in written form; this shall also apply in cases where such additional effort can be ascribed to our sphere (e.g. change requests).
2. Organisational aspects
 - 2.1. Each party shall name a project manager who will be responsible for the organisational realisation of the project. Our project manager will also be the main point of contact for all technical matters; he is to receive regular written progress reports, will define milestones/work packages in coordination with the Supplier, and will authorise (partial) invoices.
 - 2.2. The Supplier's designated key employees for the services shall be determined in coordination with us. Designated employees shall not be exchanged without our prior written consent, which will not be unreasonably withheld
 - 2.3. Should one or several of the Supplier's employees not possess the guaranteed or specified qualification, skills or suitability, we shall be entitled to (i) either cancel the individual contract without notice according to Article 6.2, (ii) or to demand a replacement of the employee or employees. In the latter case, the Supplier shall immediately arrange to provide qualified personnel. Any cost incurred in connection with such replacement, including any possibly required introductory training, shall be borne by the Supplier.
 - 2.4. The employees assigned by the Supplier are subject to the Supplier's material and disciplinary right of direction. Nothing contained in a service agreement concluded hereunder is intended to create the relationship of employee and employer and/or principal and agent between the Supplier (or any of its officers, employees, partners or members) and us.
 - 2.5. For the term of a service agreement, salary increases for the Supplier's employees, if any, shall have no impact on the agreed upon cost rates. This shall also apply when several service agreements are concluded with the Supplier within the scope of one project, i.e. for the entire duration of the project. In the event of employee's vacation or leave for any other reason, all necessary preparatory effort for replacement employees shall be borne by the Supplier.
 - 2.6. The Supplier is obliged to inform us without delay if he and/or his employees are also working for our competitors.
3. Other obligations of the Supplier
 - 3.1. The Supplier shall perform the assigned duties independently, and/or through its own, professionally qualified employees. The performance of the service is to be organised and implemented by the Supplier according to the latest state of technology, or through means made available by us, for example project software, etc. We will ensure that any working materials and other obligations on our part are provided in a timely fashion. The Supplier shall use best efforts to perform the services, including delivering any deliverables, in accordance with the terms of the respective service agreement concluded hereunder. The Supplier shall not subcontract or delegate any part of its obligations under a service agreement to a third party without our prior written consent. Any such consent shall not release the Supplier from any obligation or liability pursuant to the service agreement.
 - 3.2. Time is of the essence. The Supplier must deliver the services according to the milestones and schedule as defined in the respective individual service agreement. The Supplier shall inform us of the status of the service and shall, upon request, provide access to the corresponding documentation. The services are to be documented according to our specifications. The documentation is to be provided to us no later than upon completion of the service.
4. Compensation and payment
 - 4.1. Unless otherwise agreed, transportation costs with an employee's own vehicle or a vehicle provided to the employee by the Supplier shall be reimbursed at a flat rate of € 0.30 for each kilometre travelled (the shortest route). Other travel expenses will be reimbursed based on actual costs incurred. Hotel reservations will be organised by us so as to take advantage of discounts with local hotel operators. Within Germany and Austria, travel times incurred in the context of a service are basically not considered as work periods subject to compensation by us.
- 4.2. Invoices must include the order date, the order number and the tax ID, and shall be sent to the address specified in the order. Invoiced items must correspond to order items. Advance payments are made only upon explicit agreement and if an abstract bank guarantee has been provided upfront. The regular working time is eight hours per day. For attendance of > 3.5 h up to 6 h, a half day's rate can be applied, and for attendance of > 6.5 h up to 11 h a full day's rate can be applied, provided that settlement according to the daily rate has been agreed upon.
- 4.3. For organisational reasons, a fixed amount will be shown in the SAP-order even if settlement on a time and material basis has been agreed upon. In such cases, settlement is always based on actual time spent according to the proof of performance signed by our project manager. A copy of the proof of performance is to be included with the invoice. If the proof of performance is not included, the invoice will be returned. Payment terms, including cash discount terms, shall not commence prior to the authorisation of the (partial) invoice through the project manager, for which a 10-day review period is agreed upon. The performance of the Supplier's employee is to be documented with a correspondingly detailed statement of work confirmed by our project manager.
5. Grant of rights
 - 5.1. Any documents, information and results in whatever medium generated in connection with the performance of services hereunder (the "Work") shall be considered a work for hire to the fullest extent permitted by law and all worldwide right, title and interest therein, including copyrights and patents shall be our property as we specially commissioning the Work. In the event that any of the Work or portion thereof shall not be legally qualified as a work for hire, or are subsequently so held to not be a work for hire, the Supplier agrees to assign and hereby do assign, to us all right, title and interest in and to such Work or portions thereof, including copyrights and patents, any applicable extensions and renewals thereof and further including all rights to reproduce such work, to prepare derivative works to distribute copies of the work and to perform or display the work (also via the internet) without royalty or any other consideration. The Supplier understands and agrees that we are entitled, but not obligated, to refer to author / inventor or the Supplier by name as a source reference. By way of clarification, it is emphasised that nothing contained herein shall be construed to limit the Supplier in any way regarding the future use and exploitation of his pre-existing intellectual property.
 - 5.2. Save as otherwise stated herein, the Supplier shall be free to use any general ideas, concepts, know-how and/or techniques utilized and/or developed in the course of performance or the services hereunder for any other purpose, including the use of such information in the development, manufacture, marketing, and maintenance of its products and services, subject only to the obligation not to disclose, publish or disseminate our confidential information and subject to any applicable intellectual property rights on our behalf.
6. Change Requests and Termination
 - 6.1. We reserve the right to change the content of the service at any time; the Supplier can refuse such change request only in case of lack of (skilled) personnel or for technical reasons.
 - 6.2. Either party may terminate a service contract in case that the other party is in default of any of its material obligations under the service agreement after providing fourteen (14) days' written notice to the breaching party of its intent to terminate, stating the grounds therefore, unless the breaching party is able to satisfactorily cure such default within such fourteen (14) day period; provided, however, there shall be no cure period for a default that: (i) is the result of a wilful misconduct or that is a material violation of any laws, regulations, ordinances or policies applicable to the services; (ii) cannot reasonably be cured; or (iii) results in irreparable or continuing harm to the party seeking to terminate this Agreement.
 - 6.3. We also reserve the right to terminate any individual service agreement with a notice period of two (2) weeks, unless a shorter notice period has been agreed upon. For services performed before the effective date of such termination, the Supplier may not demand compensation higher than corresponding to actual time spent (in the case of billing on a time and material basis), or (in the case of billing according to fixed prices for the achievement of milestones/work packages, if the respective milestone or work package has not been achieved due to the termination) to the partial fixed price based on the ratio of actual time spent to total time allocated to the achievement of the milestone/work package (however, under no circumstances more than the agreed upon fixed price).
7. Other provisions

Furthermore, with the exception of articles 4.1, 5., 6., 7., 8., 10., 11., 12. and 13., the above purchasing terms shall apply to the order of services within the scope of this Annex 1 mutas mutandis.

ANNEX 2 – ESG-Requirements of ENGEL AUSTRIA GmbH for Suppliers

These ESG-Requirements as well as our Code of Conduct for Suppliers (available under: <https://www.engelglobal.com/en/global-supply-chain-management>) specify and constitute the essential conditions, standards and requirements for our Suppliers regarding:

- compliance with internationally recognized human rights and labor standards;
- elimination and prohibition of child labor and forced labor;
- adherence to and fostering of business-ethical conduct;
- compliance with all applicable statutory provisions;
- compliance with all applicable environmental regulations including considerations regarding preventive environment protection; and
- compliance with applicable animal welfare regulations.

These ESG-Requirements are based upon our declaration "Environment & People", the internationally recognized principles of the United Nations' Global Compact (<http://www.unglobalcompact.org>) and the applicable labor standards of the United Nations' International Labor Organization (<https://www.ilo.org>).

I. Governance

Supplier shall identify, analyze and prioritize the impacts of its business activities with respect to human rights and ecological aspects; based thereon Supplier shall determine measures to remedy and/or mitigate those impacts. Such measures shall consider the legitimate interests of sensitive and endangered people, such as children, women, indigenous people and migrants/refugees. Supplier shall provide the necessary personnel capacities and develop and implement management systems, processes and policies to ensure that the requirements described herein are established and monitored within its business operations. This also includes the implementation of trainings to inform employees about the contents. In case of any alleged non-compliance with the standards set forth herein along its supply chain, Supplier shall inform us thereof without undue delay.

II. Working Conditions

1. Wages and Social Benefits: Working Time

Supplier shall ensure that wages and social benefits meet the applicable standards and principles for minimum wages, additional working hours and statutory social benefits. Working hours shall comply with the respective statutory provisions or, to the extent granting a higher level of protection, applicable industry standards, however, at least comply with the relevant ILO standards.

2. Prohibition of Child Labor

Supplier represents and warrants that the production or processing of the products supplied is or has been carried out without exploitative child labor within the meaning of ILO Convention No. 182, as well as without violations of obligations arising from the implementation of this Convention or from any other applicable national or international regulations to combat exploitative child labor. Furthermore, the supplier assures that it itself, its suppliers and their sub-suppliers have taken active and appropriate measures to prevent exploitative child labor within the meaning of ILO Convention No. 182 in the manufacture or processing of the products to be supplied. Supplier shall moreover pass on these obligations along its supply chain and provide for appropriate control mechanisms. We reserve the right to audit compliance with these assurances; upon request Supplier shall provide us with evidence of the respective measures.

3. Forced Labor

Supplier shall refrain from any form of forced or compulsory labor. Supplier's employee shall have the right to terminate their employment relationship upon prior written notice as individually agreed. In this regard Supplier shall comply with the requirement stated in ILO Convention No. 29. Supplier shall again pass on the obligations hereunder along its supply chain and provide for appropriate control mechanisms.

4. Freedom of Association; Collective Bargaining

All employees must be guaranteed the right to communicate openly with management about working conditions without fear of reprisals, in whatever form. In compliance with ILO Conventions 87 and 98, employees must have the right, but not the obligation, to associate, join a labor union, appoint a representative and be elected to such a union. The supplier must exclude the use of security forces for the purpose of to interfere with the freedom of association.

5. Equal Treatment and Inclusion

Any form of discrimination of employees must be prohibited. In particular but not limited to, discrimination due to gender, ethnicity, caste, skin color, disability, membership in a labor union, political conviction, origin, religion, age, pregnancy or sexual orientation is impermissible. This already includes ensuring a non-discriminatory, unbiased and therefore ethical recruitment process and continues along the entire career path of our suppliers' employees. Accordingly, Supplier shall in any case take measures to avoid and prevent discrimination within the meaning of ILO Conventions No. 111 and 100. One particular objective should be to focus on the targeted empowerment of women and to give them unequivocal equal support in their advancement.

6. Occupational Health and Safety

In its capacity as employer, Supplier shall ensure occupational safety and health protection in the workplace in accordance with the applicable statutory provisions and standards. In this context, the supplier shall facilitate sustainable further development to improve the working environment. Supplier shall appoint a responsible manager or senior staff member to implement and maintain health and safety standards and shall ensure that appropriate systems for the identification, assessment, prevention and control of potential hazards for the health and safety of employees are in place. In line with that, Supplier shall take effective measures to prevent potential accidents, injuries and illnesses to employees related to or occurring in the course of working operations.

II. Human Rights

1. Human Rights Due Diligence

To the extent Supplier provides services and/or supplies products, where adverse impacts along the respective value-added-chain on human rights cannot be excluded, Supplier shall establish appropriate processes governing human rights due diligence (e.g.risk management system). Based thereon

Supplier shall implement systematic and appropriate measures addressing human rights following the UN Guiding Principles on Business and Human Rights ("UN Guiding Principles") and the relevant OECD principles and guidelines. Any such measures shall appropriately consider the size and turnover of Supplier's business, the nature of the respective products and/or services as well as the raw materials used and contained, including the risks associated therewith. In all cases, however, the supplier shall assume responsibility in connection with the rights of local populations, minorities, indigenous peoples and other vulnerable groups, adhering to the prohibition of unlawful eviction and unlawful taking of land, forests and waters. The local population shall at all times be granted access to available resources, good soil quality for agriculture, and good air quality.

Supplier shall inform us of any identified risks and/or related due diligence measures, including related documentation.

We reserve the right to audit or let audit the processes established by Supplier regarding human rights due diligence and the transparency required in this regard. To the extent required by applicable law, in particular but not limited to statutory reporting obligation, we may use any information or results gathered within such audits.

2. Transparency

In implementing the above specified due diligence measures regarding human rights Supplier shall ensure the necessary transparency within its supply chain by means of respective internal processes, enabling the identification of human right risks and – as the case maybe – deployment of control- and/or countermeasures in consideration of relevant OECD principles and guidelines.

For this purpose, Supplier shall, if necessary, given the respective risks, enable us or a third party commissioned to audit Supplier's suppliers and sub-suppliers.

Supplier shall identify particularly critical elements of its supply chain and notify us of such elements upon request. Given our commitment to the UN-Guiding Principles we strive to transparently disclose such critical elements within the supply chain and expect Supplier to assist in providing relevant information in a timely and accurate manner. This includes cooperation in sharing necessary documentation and supporting audits, ensuring that any identified risks are addressed appropriately, and that corrective actions are implemented to mitigate potential human rights violations.

III. Environmental Standards and Environmental Compatibility

1. Environmental Responsibility; Environment-friendly Production and Products

We are committed to integrated environmental protection which, based on the respective causes, anticipates the effects of our production processes and our products on the environment and incorporates them into the relevant business decisions. Following a comprehensive approach and understanding this entails the structuring and design of production processes and products as resource-saving and environmentally sustainable as possible.

Supplier shall accordingly apply a precautionary approach regarding environment, adopt initiatives to promote greater environmental responsibility and encourage the development and dissemination of environmentally friendly technologies.

At all stages of production, Supplier shall ensure a high level of environmental protection. This includes proactive procedures to avoid or mitigate the consequences of incidents that may have a negative impact on the environment.

Significant importance is attached to the following measures:

- the implementation and further development of resource-saving technologies - characterized by the use of emission reduction strategies;
- the conservation of water and energy;
- the use of recycled and renewable raw materials; and
- the reuse and recycling of materials.

For chemicals or other substance, which may impose a threat for the environment upon the release, Supplier shall implement an appropriate management system for hazardous substances. Such management system shall entail profound procedures for the handling, storage, transport, disposal, recycling and/reuse.

2. Hazardous Substances

Substances subject to statutory restrictions and regulations shall only be contained in products or parts thereof in accordance with the relevant regulations (e.g. REACH Regulation (EC) No. 1907/2006 and the RoHS Directive 2011/65/EU). Throughout the entire product cycle Supplier shall unconditionally comply with the relevant statutory provisions regarding such chemicals and hazardous substances.

3. Conflict Materials

Supplier shall deliver the delivery item in accordance with the provisions of Regulation (EU) 2017/821 of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold originating from conflict-affected and high-risk areas and Section 1502 of the US Dodd-Frank Act. Supplier shall accordingly identify the use of 'Conflict Minerals' (tin, gold, tantalum, tungsten) in its supply chain and take appropriate measures to ensure that the delivery item is free from conflict minerals as defined by Regulation (EU) 2017/821 of 17 May 2017 and Section 1502 of the US Dodd-Frank Act. Supplier further undertakes to identify the use of materials at risk, such as cobalt, copper, graphite, lithium, mica and nickel, in its supply chain and take appropriate measures to ensure that the delivery item does not contain any of these materials from conflict-affected or high-risk areas within the meaning of Regulation (EU) 2017/821 of 17 May 2017. Any breach of the above provision will result in the supplier indemnifying and holding us harmless from any damages and claims made by third parties.

4. Transparency; Environmental Objectives and Action Plans

Supplier shall be encouraged to reduce its ecological footprint as much as possible and thus contribute to the achievement of the targets agreed upon in the framework of the Climate Conference in Paris, in particular the 1.5-degree scenario presented by the IPCC in November 2018. Moreover, Supplier shall strive to an appropriate extent to demand climate protection measures also from its suppliers and sub-suppliers.

Upon request, Supplier shall provide us with the key figures listed below and shall archive them for a period of at least 10 years upon expiration of the respective calendar year. Provision of these data enables the supplier's environmental performance to be assessed. The key figures are:

- Overall energy consumption in MWh;

- Composition of energy sources used in percentages;
- CO₂-eq. emissions from Scope 1, 2, according to GHG Protocol in metric tons;
- Percentage of primary and secondary materials;
- Total water consumption in cubic meters;
- Process wastewater in cubic meters;
- Waste for disposal in tons;
- Waste for recycling in metric tons;
- VOC (volatile organic compound) emissions in metric tons.

IV. Minimization of Deforestation and Forest Degradation

Supplier is obliged to comply with the Regulation (EU) 2023/1115 of the European Parliament and of the Council on deforestation-free supply chains (Regulation on Deforestation-free Products, or EUDR for short) in its currently valid version. This includes, in particular, ensuring that all delivered goods that fall within the scope of the EUDR meet the requirements for deforestation-free and legal supply chains. Upon request, Supplier shall provide us with all necessary information and evidence to prove the conformity of the delivered goods with the requirements of the EUDR; this concerns in particular the provision of data on the traceability of the goods and information on the production sites, as well as relevant documentation and certificates. Supplier shall provide us with comprehensive support in fulfilling our obligations to the relevant authorities under the EUDR and shall inform us immediately of any known or suspected violation of the EUDR and shall take immediate action to restore compliance with the EUDR. Supplier shall be liable for all damages resulting from a violation of the provisions of the EUDR and shall indemnify and hold us harmless in this regard.

V. Animal Welfare

In the course of our business relationship, Supplier shall comply with all applicable laws and regulations concerning animal welfare.

VI. Supply Chain Management

Supplier shall pass on the requirements set forth herein to its suppliers, commit them accordingly and audit compliance with the respective sustainability standards in the supply chain.

VII. Reporting/Whistleblowing

Supplier shall report any alleged non-compliance with these ESG-Requirements. Such report shall be made in consideration of the legitimate interests of the Supplier or its subcontractor as well as in respect of the rights of its employees, in particular in connection with data protection and the protection of trade secrets. Reports can be submitted at <https://www.engelglobal.com/integrity-helpline>.