

1. Governing Conditions

- 1.1. The legal relationship between suppliers and **NEUSON Hydrotec GmbH** – hereinafter referred to as “NEUSON” – shall be governed by the following Purchasing Terms and Conditions (hereinafter referred to as “PTC”). The PTC shall apply to all purchase orders issued by NEUSON, unless deviating provisions have been expressly agreed upon in writing on a case by case basis. “In writing” within the meaning of these Purchasing Terms and Conditions shall at least mean text form (a durable record of text on paper or data carrier) as defined in § 13 para. 1 AktG; § 6 para. 1 VKrG. In the case of electronic transmission, email shall suffice to meet the requirement of written form (but not SMS, WhatsApp or similar applications). Consequently, only these PTC shall apply to all purchase orders (orders) issued by NEUSON.
- 1.2. By accepting the purchase order, any delivery terms of the supplier that conflict with the PTC shall be deemed null and void. NEUSON shall not be required to issue a separate objection to such supplier terms. Deviating terms shall only be binding if NEUSON has expressly confirmed their applicability in writing. By accepting and/or executing the purchase order, the supplier acknowledges the exclusive validity of these PTC (see clause 2.7). These PTC shall expressly apply to all future legal transactions between the supplier and NEUSON, even if reference to these terms is not expressly made in each individual case.
- 1.3. In the event of discrepancies between the German and any other language version of these Terms and Conditions, the German text shall prevail.

2. Orders

- 2.1. Supply contracts – purchase order and order confirmation – as well as delivery call-offs and any amendments or supplements thereto shall require written form. A proper order confirmation must be sent to NEUSON for each purchase order.
- 2.2. Orders placed by NEUSON must be confirmed by the supplier without delay, but no later than within three (3) days in writing; otherwise, NEUSON shall be entitled to withdraw the order. Deviations of the order confirmation from the purchase order shall only become part of the contract if NEUSON has expressly agreed to them in writing.
- 2.3. NEUSON shall be entitled to request changes to the design and workmanship of the goods, provided such changes are reasonable for the supplier. Any effects, particularly regarding increased or reduced costs as well as delivery dates, shall be settled by mutual agreement in a reasonable manner. Oral or telephone amendments shall only become legally binding upon subsequent written confirmation by NEUSON. Should NEUSON fail to provide such confirmation within five (5) working days, the agreement shall become null and void.
- 2.4. Prices: If no price is stated in the purchase order, the prices indicated in the supplier’s order confirmation shall require subsequent written confirmation by NEUSON.
- 2.5. Price Changes: Any price changes during the term of the order are inadmissible and shall only become effective upon express written confirmation by NEUSON.
- 2.6. If different price agreements exist between the supplier and individual companies of the NEUSON Group (i.e., companies in which PIN Privatstiftung directly or indirectly holds more than 50% of the shares, according to the organizational chart available upon request of the supplier), the most favorable prices for the purchaser shall apply to all companies of the NEUSON Group without the need for any further agreement. For future agreements, the price agreed upon shall also apply to any orders placed by any other group companies of the NEUSON Group.

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- 2.7. Acceptance of the purchase order or the order, and thus acknowledgment of the PTC, shall occur either through written order confirmation or by commencement of the delivery of the order, whichever occurs first.
- 2.8. The complete or partial assignment or any other transfer of the order to a third party shall only be permissible with NEUSON's prior written consent.
- 2.9. Any assignment or other transfer of the order to a third party without NEUSON's consent shall entitle NEUSON to immediately withdraw from the order.

3. Delivery Schedules (Call-Off Orders)

- 3.1. Delivery schedules as well as any amendments or supplements thereto shall require written form. Delivery schedules shall be equivalent to purchase orders. A separate order confirmation must be sent to NEUSON for each delivery schedule.
- 3.2. In a letter of intent the supplier and NEUSON shall agree upon the estimated annual demand. Such letter of intent shall not constitute a binding purchase obligation for NEUSON. Detailed call-offs – fixed dates and quantities – shall be specified in the delivery schedules / call-off orders.
- 3.3. The delivery schedule dates must be adhered to precisely by calendar day.
- 3.4. The supplier guarantees its ability to produce and deliver the quantity specified in the framework agreement within the agreed time. The supplier shall reserve the necessary production capacities for NEUSON.
- 3.5. The Supplier shall, without prior request, notify NEUSON in writing within two (2) weeks if it becomes aware that it will be unable to comply with any provisions of the applicable framework agreement. Failure to provide such notice shall constitute a delay in delivery attributable to the fault of the Supplier.

4. Payment

- 4.1. Payment shall be made according to the following terms: Goods receipt and invoice receipt at NEUSON – payment within 30 days with 3% discount, or net within 90 days. A grace period of 5 days shall apply to all payment terms.
- 4.2. In the case of early deliveries accepted by NEUSON, the due date shall be determined by the originally agreed upon delivery date.
- 4.3. Payment shall be made by bank transfer.
- 4.4. In the event of defective delivery or in the presence of due counterclaims (on whatever legal grounds), NEUSON shall be entitled to withhold payment until proper performance or to offset against the due counterclaim.
- 4.5A. Invoicing by the supplier on an order-by-order basis: Payments shall be made after receipt of goods invoiced, agreed price and conditions have been verified on the basis of an invoice issued by the supplier. The invoice must document, among other things, NEUSON's purchase order and article number, delivery note number including date, as well as any other parameters applicable in individual cases (e.g., pursuant to CBAM).
- 4.5B. Supplier credit notes on an order by order basis: Payments shall be made after receipt of goods invoiced, agreed price and conditions have been verified, on the basis of a supplier credit note issued by NEUSON. This credit note shall include, among other things, the delivery note number, delivery note date, and date of receipt of goods. The supplier credit note shall be treated as an invoice issued by the supplier pursuant to § 11 paras. 1 and 8 UStG. In such cases, the supplier is not permitted to issue separate invoices to NEUSON.
- 4.6. It is agreed that all payments shall be made subject to, and with due consideration of, any counterclaims of NEUSON and its group companies. NEUSON may at any time set off any claims to which it or any of the NEUSON group companies are entitled against any claims asserted by the supplier.
- 4.7. During NEUSON's operational shutdowns (summer and Christmas holidays), payment periods shall be suspended.
- 4.8. The supplier shall deliver the ordered goods (works) according to the purchase order, at its own cost and risk, to the agreed storage, installation, or point of use.

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- 4.9. The supplier shall, irrespective of the agreed delivery terms, package the ordered goods properly and at its own cost and risk, label them with purchase order and material numbers, and dispatch them appropriately.
- 4.10. Risk shall pass to NEUSON only after the supplier has properly handed over the delivery including fulfilment of any related ancillary obligations and NEUSON has accepted the delivery as properly completed.

5. Notification of Defects

- 5.1. NEUSON shall be exempt from any duty to examine and give notice of defects. NEUSON will notify the supplier in writing of any defects in the delivery concerning quality as soon as they are discovered. Accordingly, NEUSON reserves the right to report defects of a delivery at a later time. The supplier expressly waives the objection of late notification of defects within the meaning of Section 377 of the Austrian Commercial Code (UGB)

6. Delivery Deadlines and Periods / Shipping Clause

- 6.1. The agreed delivery dates and delivery periods shall be deemed fixed dates. Compliance with the delivery date or delivery period shall be determined by the date on which the goods are received by NEUSON.
- 6.2. In the event of a delay in delivery, a contractual penalty of 0.5% of the net value of the delayed item per day of delay (working day) shall become due, however not exceeding 10% of the total order value.
- 6.3. All relevant trade clauses shall be governed by the Incoterms® 2020, as amended from time to time.
- 6.4. Packaging: Specific arrangements may be stipulated in individual orders. Failure to comply with the packaging requirements shall result in a contractual penalty equal to the actual expenses incurred, but not less than EUR 145 per case.

7. Delay in Delivery

- 7.1. The supplier shall be liable to NEUSON for reimbursement of increased costs for accelerated shipment or substitute procurement made necessary due to delay. Increased costs shall be limited to 5% of the order value.
- 7.2. If the agreed delivery times are not met, NEUSON shall be entitled to withdraw from the contract without granting a grace period.

8. Force Majeure

- 8.1. Industrial actions – such as strikes and lockouts – operational disruptions, blackouts, cyberattacks, as well as operational restrictions and similar events resulting in a reduction of consumption, and, furthermore, acts of war, riots, natural disasters, epidemics, pandemics, and – insofar as they are not foreseeable or attributable to NEUSON – disturbances within the sphere of NEUSON or its suppliers shall be deemed events of force majeure. Such events shall release NEUSON from its obligation to accept delivery in due time for the duration of the disturbance.
- In the event of a partial loss of production capacity or delivery capability due to force majeure, the Supplier shall, in any case, be obliged to continue supplying NEUSON at least proportionally to the remaining production capacity or delivery capability. The Supplier shall furthermore be obliged to make all technically feasible and economically reasonable efforts to ensure continued supply to NEUSON even in the event of force majeure.
- Any claims by the Supplier for consideration or damages in such cases are excluded. In addition, the Supplier shall be obliged, in the case of unforeseeable events – in particular those referred to above – to take all possible and reasonable measures to fulfil its contractual obligations.

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8.2. If a delay in delivery by the Supplier is caused by an event of force majeure, the Supplier shall be required to notify NEUSON thereof for the duration of such event.

The following shall not be considered force majeure within the meaning of this clause: wildcat strikes, shortage of personnel (even if caused by illness), or the fact that materials, components, or finished goods have turned out to be defective or unusable. Likewise, delays in delivery by the Supplier's own subcontractors or upstream suppliers, irrespective of their cause, shall not be regarded as events of force majeure.

9. Quality and Documentation

9.1. The Supplier shall fulfil its quality assurance obligations in such a manner that its products, in particular, comply with the specifications defined by NEUSON. The Supplier shall provide each product in the agreed quantity, at the agreed time, to the agreed location, and in the agreed form and quality.

9.2. To ensure the quality of its products, the Supplier undertakes to operate and continuously improve an effective quality management system in accordance with, or equivalent to, DIN EN ISO 9001:2015.

9.3. The Supplier shall promptly and proactively inform NEUSON of any potential problems or deviations in the production process within a reasonable time and shall propose appropriate solutions.

9.4. The Supplier shall record and document all dimensions with fit specifications, dimensions with restricted tolerances, and those identified as inspection dimensions on drawings. These inspection reports shall form part of the delivery and must, unless otherwise agreed, be submitted to NEUSON no later than upon delivery without request.

9.5. The Supplier agrees to audits by NEUSON, following reasonable advance notice, and shall impose a corresponding obligation on its own subcontractors. During such audits, the Supplier and/or its subcontractors shall grant NEUSON access to the manufacturing process, all quality assurance measures and organizational units, and related documentation.

9.6. Should significant defects occur, or if product quality or delivery reliability can no longer be guaranteed, NEUSON reserves the right to carry out a technical review at the Supplier's or its subcontractors' premises. During such a review, unrestricted access to the manufacturing process, quality assurance measures, and documentation must be granted.

9.7. The products delivered by the Supplier must comply with the agreed description, in particular with:

- the NEUSON drawing,
- the NEUSON test specifications (in special cases),
- the specifications of NEUSON's customers,
- other relevant standards and regulations,
- the special characteristics identified by NEUSON, and
- the approved samples.

Furthermore, the goods, deliveries, and services – including components or parts – must conform to the state of the art.

The Supplier shall immediately verify whether NEUSON's specifications are incorrect, unclear, incomplete, or deviate from the sample. If such issues are identified, the Supplier shall immediately notify NEUSON in writing.

9.8. Depending on the delivery item, NEUSON reserves the right to reject defective parts during production. Any related costs and inspection expenses shall be borne by the Supplier. If, for production or process-related reasons, reworking by NEUSON becomes necessary, the associated costs shall be charged separately to the Supplier, and NEUSON may deduct such costs from the relevant invoice.

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If random inspections reveal that a delivery batch must be blocked, NEUSON shall be entitled to reject the entire delivery and return it to the Supplier for sorting and rework, with all related costs to be borne by the Supplier. Inspections carried out by NEUSON shall in no way release the Supplier from full responsibility and warranty obligations.

- 9.9. Initial samples are products manufactured entirely using series-production tools under normal production conditions. The Supplier shall carry out initial sampling and any re-sampling according to NEUSON's specifications, individually determined for each component. Changes in manufacturing process as well as changes to drawings, specifications, or approvals for deviations must be submitted to NEUSON in writing prior to sampling. All deviations must be listed and clearly marked in the initial sample inspection report. Initial samples containing deviations without a corresponding deviation approval shall not be processed further by NEUSON. Each initial sample delivery shall be packaged separately from serial production parts and clearly marked "Initial Sample" on the container.
- 9.10. Changes to manufacturing processes, materials, or supplied parts, changes of sub-suppliers, relocation of production sites, or changes to testing procedures, testing equipment, or other quality assurance measures must be pre-notified in writing to NEUSON for clarification and are subject to NEUSON's prior written approval. Such changes shall be handled in accordance with VDA Volume 2. Any costs resulting from non-compliance shall be borne by the Supplier.
- 9.11. The delivery of products with deviations from specifications shall only be permitted with prior written approval by NEUSON's Quality Assurance department. Such deliveries may only be made for the agreed quantity or period. Each shipment shall be marked in accordance with the agreed identification requirements.
- 9.12. NEUSON shall be entitled to request proof of compliance with essential characteristics by means of inspection certificates at any time. If NEUSON requires inspection certificates for specific parts, assemblies, materials, and/or characteristics, such certificates must comply with the requirements of DIN EN 10204, as amended from time to time. Inspection certificates shall generally be archived by the Supplier for at least 15 years and made available to NEUSON upon request. Depending on customer requirements, the retention period may be extended accordingly. If requested, inspection certificates must be included with the deliveries, and a clear traceability to the delivery lot/batch must always be ensured.
- 9.13. The Supplier is obliged to use only materials that fully comply with all applicable laws and safety regulations, particularly regarding hazardous substances, preparations, and products, as well as all relevant national and international technical standards.
- 9.14. All order-related documents issued by the Supplier – in particular order confirmations and delivery notes – must state the NEUSON article number, order number, and order item number. All such documents must be written exclusively in German or English. Failure to comply with these requirements shall render the delivery non-conforming and not on time. In such cases, the provisions concerning delivery dates, deadlines, and delays pursuant to Sections 6 and 7 shall apply.

10. Warranty

- 10.1. The supplier warrants that the delivered parts are free from defects in material and workmanship and possess the expressly assured and implied characteristics.
- 10.2. Defective parts shall be replaced by the supplier free of charge, or, at NEUSON's choice, the value of the defective parts shall be deducted from the relevant invoice. The supplier shall also be liable for any direct costs incurred by NEUSON as a result of a defective delivery, particularly for errors occurring during processing or for reworking by NEUSON required due to urgency.
- 10.3. In the event of replacement delivery or rectification, the warranty period shall recommence. Acceptance of or approval of submitted drawings by NEUSON shall not constitute a waiver of claims, including but not limited to those arising from damages, warranty, or guarantee.
- 10.4. Freight costs for defective parts and replacement goods shall be borne by the supplier.
- 10.5. If identical goods are repeatedly delivered defectively, NEUSON shall be entitled, upon further defective delivery, to withdraw from the contract for the unfulfilled part of the order. If a defect is discovered only after the start of production despite compliance with Section 5 (Notification of Defects), NEUSON may still assert warranty claims.
- 10.6. The supplier shall, upon request and at its own expense, promptly take back the parts to be replaced. If the supplier fails to request return within four (4) weeks after notification of the defect by NEUSON, NEUSON shall be entitled to dispose of the defective parts at the supplier's expense.
- 10.7. The warranty period shall be 36 months or 10,000 operating hours from the date of unconditional acceptance by NEUSON.
- 10.8. Unless otherwise regulated above, the statutory warranty provisions shall apply subsidiarily.

11. Damages and Product Liability

- 11.1. The supplier shall be liable for full compensation of any damage incurred by NEUSON directly or indirectly as a result of defective delivery, breach of statutory safety regulations, or for any other reasons attributable to the supplier. In particular, the supplier shall also be liable for consequential damages and pure financial losses.
- 11.2. The obligation to compensate shall arise if the supplier is at least slightly negligent in causing the damage.
- 11.3. If NEUSON is held liable on the basis of strict liability under domestic law (e.g. the Austrian Product Liability Act) or foreign law, arising from a defective delivery of the supplier, the supplier shall indemnify and hold NEUSON harmless from such claims, even without fault on the supplier's part.
- 11.4. The supplier shall be fully liable for NEUSON's costs incurred in damage prevention or mitigation (e.g. recall actions), as specified in paragraphs 1 to 3 of this Section 11. A recall action within the meaning of the foregoing shall include cases where such recall is demanded by an authority or is necessary to prevent potential injury to persons or property.

12. Intellectual Property Rights and Confidentiality

- 12.1. The supplier shall be liable for any claims arising from the infringement of intellectual property rights or applications for such rights resulting from contractual use of the supplied items.
- 12.2. The supplier shall indemnify and hold NEUSON and its customers harmless from any such claims and compensate all resulting damages in full.
- 12.3. This shall not apply where the supplier has manufactured the delivery items based on drawings, models, or equivalent descriptions or information provided by NEUSON, and the supplier neither knew nor was required to know that this would infringe third-party rights.
- 12.4. In cases where the supplier is not liable under clause 12.3, NEUSON shall indemnify the supplier from any third-party claims.
- 12.5. The contracting parties shall immediately notify each other in writing of any known risks of infringement or alleged infringement claims and shall give each other the opportunity to jointly oppose such claims.
- 12.6. Upon request, the supplier shall inform NEUSON of its use of its own or licensed intellectual property rights and property right applications related to the good or service to be delivered.
- 12.7. Exclusivity: If the parts ordered by NEUSON are parts developed by NEUSON, the supplier undertakes to supply such parts exclusively to NEUSON and not to display or list them in its catalogues.
- 12.8. Samples, models, drawings, sketches, tools, molds, and other production equipment or aids provided to the supplier for the preparation of quotations or for execution of orders shall remain the property of NEUSON. NEUSON retains copyright in such items.
- 12.9. The supplier shall keep strictly confidential all information received from NEUSON that is not publicly available and shall not disclose such information to any third parties. This obligation shall also apply if no contract is concluded.
- 12.10. The supplier may use the information provided by NEUSON solely for fulfilling its contractual obligations towards NEUSON. The supplier shall impose the confidentiality obligation on all its employees and agents. Disclosure to any persons not bound by confidentiality shall not be permitted.
- 12.11. The obligation of confidentiality shall continue to apply in full after termination of the contractual relationship or of contract negotiations.
- 12.12. All results arising from an order shall become the property of NEUSON. NEUSON may claim any intellectual property right protection therefor. The agreed remuneration shall fully settle all claims of the supplier in this respect. Where declarations by the supplier are necessary for registration of such rights, the supplier shall provide such declarations immediately upon request.

13. Use of Production Equipment and Confidential Information of NEUSON

- 13.1. Models, matrices, templates, samples, tools, and other production equipment or aids, as well as confidential information made available to the supplier by NEUSON or paid for in full by NEUSON, may only be used for deliveries to third parties with NEUSON's prior written consent. The supplier shall maintain adequate insurance coverage for such production equipment against all forms of damage and provide proof of such insurance to NEUSON upon request. Furthermore, such equipment must be permanently marked "Property of **NEUSON Hydrotec GmbH**."

14. General Provisions

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- 14.1. Should a contracting party suspend payments or insolvency or restructuring proceedings (judicial or extrajudicial) are opened against its assets, the other party shall be entitled to withdraw from the unfulfilled portion of the contract with immediate effect.
- 14.2. Should any provision of these Terms and Conditions or any further agreements be invalid, the validity of the remainder of the contract shall not be affected. The contracting parties shall replace the invalid provision with one that most closely reflects the intended commercial result.
- 14.3. Retention of title clauses of the supplier shall not be recognized by NEUSON.
- 14.4. Austrian law shall apply, excluding the conflict-of-law provisions of Austrian international private law and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction shall be Linz, Austria. However, NEUSON shall also be entitled to bring action at any other legally permissible venue.
- 14.5. The place of performance for deliveries and the agreed place of jurisdiction shall be **NEUSON Hydrotec GmbH's** registered office or, at NEUSON's discretion, the delivery address specified by NEUSON.
- 14.6. The supplier expressly agrees to the transfer of data concerning its business relationship with NEUSON within the NEUSON Group.
- 14.7. Code of Conduct / Corporate Responsibility:
The Supplier acknowledges and agrees that the policies and guidelines published under www.neuson-hydrotec.com, as in force on the date of conclusion of the contract, form an integral part of these Purchasing Terms and Conditions.
- 14.8. These Purchasing Terms and Conditions dated [...] fully replace all previous Purchasing Terms and Conditions of NEUSON only once the current revision status has been acknowledged in writing by both contracting parties.
- 14.9. All agreements between NEUSON and the supplier must be made in writing.

Signature (Company Signature)

Signature (Company Signature)

.....
(Date, Supplier)

.....
(Date, **NEUSON Hydrotec GmbH**)