

General Terms and Conditions of Purchase of Jungbunzlauer Austria AG (“GTCP”)

Version: October 2024

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1. Scope of Application of the GTCP and Hierarchy of Contract Documents

- 1.1. The present GTCP shall apply to all orders, jobs, purchase orders, agreements, and contracts of Jungbunzlauer Austria AG regarding Goods and services provided by the Supplier (contracting partner of Jungbunzlauer Austria AG). In particular, the present GTCP shall also apply to follow-up orders, whether placed in writing or orally, without Jungbunzlauer Austria AG having to refer to them separately. The word “written” or “in writing” within the meaning of the present GTCP shall be deemed to refer to the simple written form, such as e-mail, letter or fax; unless otherwise explicitly agreed, a signature within the meaning of Sec. 886 of the Austrian Civil Code (ABGB) shall not be required.
- 1.2. The GTCP of Jungbunzlauer Austria AG shall apply to each purchase order even if the Supplier makes no reference to them in the order confirmation or refers to the Supplier’s own terms and conditions of sale and delivery; this shall also apply if Jungbunzlauer Austria AG does not expressly object to the Supplier’s terms and conditions of sale and delivery on a case-by-case basis.
- 1.3. Individual written agreements entered into between Jungbunzlauer Austria AG and the Supplier (hereinafter collectively referred to as the “Parties”) on a case-by-case basis (e.g. a contract as well as collateral agreements, additions and amendments to the present GTCP) shall take precedence over the GTCP.
- 1.4. Jungbunzlauer Austria AG shall notify the Supplier in writing if it intends to make any amendments to the present GTCP. Jungbunzlauer Austria AG shall forward the amended GTCP and in a separate cover letter draw attention to the amended provisions and to the fact that the Supplier must state within 14 (fourteen) calendar days of receiving this information whether the Supplier agrees to the amendment. If the Supplier does not reject the amendments in writing within this period and continues to provide Goods and/or services, the amendments shall be deemed to have been accepted.

2. Enquiries, Orders, Purchase Order Confirmations

- 2.1. Mere enquiries made by Jungbunzlauer Austria AG – and the quantities stated therein – are non-binding; they shall not be construed as orders and do not impose any obligation on Jungbunzlauer to place orders. Offers and quotes made by the Supplier to Jungbunzlauer Austria AG shall be binding and free of charge for Jungbunzlauer Austria AG.
- 2.2. Only the quantities and terms included in Jungbunzlauer Austria AG’s formal purchase order shall be relevant.
- 2.3. The Supplier shall accept Jungbunzlauer Austria AG’s order by sending a written order confirmation.
- 2.4. The Supplier’s order confirmation must include the following (whereby the term “Goods” shall cover products, parts or components and related services provided by the Supplier):
 - Weight of the Goods
 - Country of origin of the Goods (for customs purposes)
 - Goods code
- 2.5. For cross-border deliveries, the Supplier shall also enclose a valid proof of preference (movement certificate, certificate of preferential origin, certificate of origin, confirmation of origin, declaration of origin, etc.) with the order confirmation free of charge.
- 2.6. In addition, and upon request, the Supplier is obligated to provide Jungbunzlauer Austria AG with the necessary documents pertaining to the origin of the Goods. The Supplier shall be liable to Jungbunzlauer Austria AG for the authenticity of these documents and the accuracy of the content therein.
- 2.7. If the Supplier does not decline the order in writing within five (5) calendar days of receiving the order, the order shall be deemed confirmed and thus accepted.

3. Subcontractors and Consortiums

- 3.1. The Supplier shall not be permitted to assign the order, in whole or in part, to any third party (e.g. to a subcontractor) or to have the contract or any part thereof performed by any third party (e.g. by a subcontractor) without the written consent of Jungbunzlauer Austria AG.
- 3.2. The Supplier shall not be permitted to perform its contractual obligations with Jungbunzlauer Austria AG as a civil law partnership (Gesellschaft bürgerlichen Rechts, GesbR) or a similar legal form (in particular a consortium, or ARGE) or any other association with natural or legal persons without the written consent of Jungbunzlauer Austria AG.

4. Pricing, Payment Terms, Invoices

- 4.1. The prices agreed between the Parties are fixed prices, which are not subject to any form of price adjustment/escalation and include all surcharges and all expenses incurred by the Supplier in connection with delivering the Goods and providing the services. DDP Incoterms shall apply. Incoterms mean the Incoterms published by the International Chamber of Commerce (ICC) as amended in 2020.
- 4.2. Subsequent changes to any prices and quantities shall be subject to written confirmation by Jungbunzlauer Austria AG in order to be effective.
- 4.3. Payment shall be made in accordance with the terms of the order or contract. Unless otherwise agreed in writing and to the extent that the Supplier appears at that time to have delivered Goods that are free of defects and as agreed under the contract, Jungbunzlauer Austria AG shall pay the invoice within 60 (sixty) calendar days of its receipt. If the invoice is paid within 14 (fourteen) calendar days, Jungbunzlauer Austria AG shall be allowed to deduct a 3% discount from the invoice total.
- 4.4. For advance payments, the Supplier shall provide, at the request of Jungbunzlauer Austria AG, an irrevocable, abstract and indefinite bank guarantee in the amount of the purchase order total (= gross price including VAT, if applicable, of the respective order), payable on first written demand in the absence of any examination of the legal relationship underlying it.
- 4.5. Apart from the information an invoice must legally include, the Supplier's invoices also require the following:
 - The order number that corresponds with the order placed by Jungbunzlauer Austria AG
 - Order date
 - VAT ID number of the Supplier and of Jungbunzlauer Austria AG
 - The Supplier's IBAN and bank routing number
 - Exact details of the delivered Goods (name, quantity, weight, customs tariff number)
 - Net price less any discount plus itemised VAT
- 4.6. No. 4.5 also applies to the Supplier's delivery notes.
- 4.7. Incorrect invoices must be corrected. If the Supplier's issued invoices do not meet the legal requirements or the requirements hereunder and are therefore not error-free, complete, proper and verifiable, such invoices shall not be due for payment. Payment shall only be due once Jungbunzlauer Austria AG has received the correct invoice.

5. Delivery and Place of Performance

- 5.1. The agreed delivery dates shall be deemed to be binding and must be strictly adhered to. Any delivery at an earlier date shall only be admissible with the prior written consent of Jungbunzlauer Austria AG.
- 5.2. Deliveries shall be made DDP. The place of performance shall be the respective place of destination, which Jungbunzlauer Austria AG shall name. If no particular place of destination has been agreed,

the place of performance shall be Pernhofen 1, 2046 Wulzeshofen. If the installation of the Goods is included in the Supplier's scope of delivery, the risk of loss shall pass to Jungbunzlauer Austria AG once the assembly is accepted/placed in service (commissioning is completed).

- 5.3. Unless otherwise agreed in writing, the actual delivery date of the Goods and services shall be the date as shown by the Jungbunzlauer Austria AG receipt stamp or confirmation of acceptance.
- 5.4. Title to the Goods shall pass to Jungbunzlauer Austria AG upon payment or acceptance of the Goods (including partial deliveries of Goods), whichever occurs first.
- 5.5. Jungbunzlauer Austria AG shall inspect the Goods for obvious defects within 14 (fourteen) calendar days of the full delivery thereof. There shall be no obligation to inspect the Goods and make a notice of defects in accordance with Sec. 377 of the Austrian Commercial Code (UGB).
- 5.6. Partial deliveries are only permitted if the Parties have agreed to them in writing.

6. Delay in Delivery

- 6.1. The Supplier shall immediately inform Jungbunzlauer Austria AG in writing of any potential or existing delay, stating the causes and the expected duration of the delay. In the event of a delay, the Supplier shall be liable in accordance with applicable laws. In particular, the Supplier shall be obligated to use a faster mode of transport in the event of a potential delay and bear the additional costs thereof (e.g. air freight, shipping carrier).
- 6.2. The acceptance of delayed deliveries does not constitute a waiver by Jungbunzlauer Austria AG of the assertion of any contractual or legal rights as a result of the delay.
- 6.3. If Jungbunzlauer Austria AG or attributable third parties are obligated to make an advance payment, the Supplier shall request timely payment thereof if it is foreseeable that such an advance payment will not be made on time, failing which the Supplier, in the event of a delay in delivery, shall not have the right to claim that the delay was due to the late advance payment or the delayed cooperation. If contract performance is not possible as a result of the late advance payment or delayed cooperation by Jungbunzlauer Austria AG or attributable third parties, despite the Supplier's request, the agreed dates and deadlines shall be postponed by a period not exceeding the period of the delay for which Jungbunzlauer Austria AG or attributable third parties are responsible. The Supplier cannot assert any additional payment due to such a delay.

7. Force Majeure

- 7.1. The Parties shall be temporarily released from their performance obligation as long as and to the extent that performance is impossible for them as a result of force majeure. Force majeure is an extraordinary event affecting the business from outside, which does not occur with any degree of regularity and is not to be expected, and which can neither be averted nor made harmless in its consequences by the utmost reasonable care. Force majeure incidents exclusively are: fire, natural events, war and riot (but not strikes).
- 7.2. Where the Supplier's performance is prevented by a force majeure event, the Supplier may only invoke the occurrence of a force majeure event if the Supplier informs Jungbunzlauer Austria AG of the beginning and foreseeable end of the performance so prevented without undue delay, but no later than five (5) calendar days after becoming aware of the existing force majeure event, and must do so by registered mail, stating the cause, the expected impact and duration of the delay. The Supplier shall provide Jungbunzlauer Austria AG a written confirmation on the content of the statement issued by the government authorities in the place of performance within 14 (fourteen) calendar days of becoming aware of the occurrence of a force majeure event.
- 7.3. The Supplier shall make every effort to eliminate or minimise the difficulties and consequent losses and to keep Jungbunzlauer Austria AG informed of the same.

- 7.4. Any dates or deadlines which cannot be met due to the influence of force majeure shall be extended by the duration of the impact of such force majeure. If the Supplier is temporarily exempted from its performance obligations hereunder for more than four (4) weeks due to force majeure, Jungbunzlauer Austria AG shall have the right, at its discretion, to continue to insist on performance of the relevant obligations or to terminate the contract and to procure a replacement from a third party.

8. Warranty

- 8.1. Unless otherwise provided for below, applicable law shall apply.
- 8.2. Jungbunzlauer Austria AG shall have the right to choose a warranty remedy (repair, replacement, price reduction or rescission of the contract). The following shall be taken into account:
- 8.2.1. The Supplier shall remedy the defects, including all serial defects (even if the defect has not yet actually occurred in all partial components of the delivered Goods), at the place of use of the Goods within a reasonable amount of time after being requested to do so by Jungbunzlauer Austria AG.

The Supplier shall pay for all services and incidental costs, such as transportation, customs duties, dismantling and assembly, etc., that are necessary for the improvement or replacement.

Where the defects amount up to EUR 5,000 or where they need to be remedied immediately, e.g. in time-sensitive stages (e.g. test runs), Jungbunzlauer Austria AG shall have the right, without notifying the Supplier in advance, to remedy them immediately at the Supplier's expense or to have them remedied. The same shall apply if the Supplier fails to rectify the defects within a reasonable amount of time despite being requested to do so.

9. Liability

- 9.1. The Supplier shall be liable for all loss or damage the Supplier, its employees, representatives, subcontractors, agents or assistants cause, whereby slight negligence shall be sufficient to establish liability. The Supplier shall indemnify and hold Jungbunzlauer Austria AG harmless from all third-party claims.
- 9.2. If an action is brought against Jungbunzlauer Austria AG due to a breach of safety regulations or on the basis of Austrian or foreign product liability regulations or laws, and if the underlying claim can be traced back to defective Goods, the Supplier shall compensate Jungbunzlauer Austria AG for any and all losses and damage resulting therefrom and shall otherwise indemnify and hold Jungbunzlauer Austria AG harmless.
- 9.3. The Supplier shall be liable for the environmental compatibility of the delivered Goods (including packaging materials) and for all consequential and direct damage sustained or incurred as a result of waste disposal offences. At the request of Jungbunzlauer Austria AG, the Supplier shall issue a certificate of inspection for the delivered Goods.
- 9.4. Jungbunzlauer Austria AG shall be liable for any loss or damage resulting from slight negligence, regardless of whether such loss or damage was caused by its employees, agents or attributable third parties. Jungbunzlauer Austria AG shall not be liable for lost profits, unless such a loss is the result of gross negligence or intent (Sec. 1298 ABGB does not apply in this case).

10. Ordinary Termination

- 10.1. Jungbunzlauer Austria AG shall have the right to terminate individual or all contracts, subject to a period of notice of six months.

11. Withdrawal for Cause

- 11.1. In the event of material breach of contract, Jungbunzlauer Austria AG has the right to withdraw from the specific contract affected, either in whole or in part, or from all concluded contracts with the

Supplier. In the event of a withdrawal from the contract, Jungbunzlauer Austria AG shall have the right to unlimited use of the delivered Goods, free of charge, until a substitute solution is put in place.

- 11.2. A material breach of contract includes, but is not limited to:
- A delay of more than two (2) months in the delivery/placed-in-service date;
 - The Supplier's failure to perform the primary obligations or to fulfil the warranty obligations within a reasonable amount of time;
 - Failure to meet deadlines that attract a penalty or exceeding the maximum penalty as set out in the contract;
 - Meeting the conditions for the opening of bankruptcy or similar insolvency proceedings over the Supplier's assets, or, in the absence of such proceedings, due to insufficient assets to cover the costs;
 - A reasonable cause to believe on the part of Jungbunzlauer Austria AG prior to the delivery date that the Supplier is not willing or able, now or in future, to perform the main contractual obligations on time;
 - A persistent breach of the present GTCP or applicable laws by the Supplier; or
 - Acts or omissions by the Supplier disrupt the orderly production process of Jungbunzlauer Austria AG.
- 11.3. The Supplier shall be liable for any and all losses and damage incurred by Jungbunzlauer Austria AG as a result of such a contract withdrawal.
- 11.4. Jungbunzlauer Austria AG's termination rights under applicable law shall not be restricted by the provisions herein.

12. Compliance with Standards, Laws and Regulations

- 12.1. The Supplier agrees to comply with the applicable legal provisions relevant to it in connection with the contractual relationship. Specifically, this concerns anti-bribery and anti-money laundering laws, and antitrust, labour and environmental regulations.
- 12.2. For materials used in the production of food additives or co-products (feed production), the Supplier shall comply with the EU regulations and guidelines on food contact materials, as amended, and submit declarations of compliance to Jungbunzlauer Austria AG before delivery thereof (food contact DoC, FDA approvals).
- 12.3. The Supplier agrees to use eco-friendly supplies and processes for and in the delivered Goods and/or provided services, including in subcontracting or third-party ancillary services, if and where it makes financial and legal sense to do so. The quality of the work/execution should be energy-efficient and state-of-the-art.
- 12.4. All Goods delivered or services provided by the Supplier shall conform to the latest state of the art in science and technology, as well as to all applicable laws, regulations, and guidelines of authorities, employers' liability insurance associations, and professional associations of the European Union and the respective place of use. The Goods delivered by the Supplier must comply with all applicable requirements for placing goods on the market within the European Union and the European Economic Area. The Supplier shall, upon request, prove such conformity to Jungbunzlauer Austria AG by submitting appropriate documents.
- 12.5. The Supplier shall be liable to Jungbunzlauer Austria AG for any breach by Supplier's subcontractors and service providers of the above obligations for which the Supplier is responsible.

13. Intellectual Property Rights

- 13.1. Intellectual property rights are all rights, whether registered or unregistered, including, but not limited to, trademarks, copyrights, know-how, trade secrets, inventions within the meaning of the Austrian Patent Act, rights to a name, backend and frontend technologies, software features, software designs (e.g. user interface, logos), any corresponding software copyrights, source codes and design rights.
- 13.2. The Supplier warrants that all delivered Goods and provided services are free of third-party intellectual property rights and that no third-party intellectual property rights will be infringed by any further processing, delivery and use of the delivered Goods and provided services.
- 13.3. The Supplier shall transfer to Jungbunzlauer Austria AG all intellectual property rights over the delivered Goods and provided services to the extent possible for the Supplier, but at least to the extent necessary for the further processing, delivery and use of the delivered Goods and provided services. Jungbunzlauer Austria AG shall in particular have the irrevocable right to use, reproduce, distribute, lease and lend, transmit or send wirelessly or through a wired connection, showcase, exhibit, dispose of and make available the delivered Goods and provided services for any lawful purpose, in all ways now known or hereafter devised, without any restrictions in terms of subject matter, space or time. This also includes the possibility to transfer all rights to the delivered Goods and provided services to third parties, whether against payment or free of charge, or to grant sublicences, whereby third parties may use the Goods and services to the same extent as Jungbunzlauer Austria AG.
- 13.4. The Supplier shall indemnify Jungbunzlauer Austria AG and Jungbunzlauer Austria AG's customers against all claims, losses and other disadvantages arising out of infringements of industrial property rights that third parties might assert against Jungbunzlauer Austria AG or Jungbunzlauer Austria AG's customers. This also includes all costs and payments which Jungbunzlauer Austria AG incurs as a result.
- 13.5. Jungbunzlauer Austria AG shall have the right to obtain authorisation from the owner to use the delivered Goods and services in question at the Supplier's expense.

14. Confidentiality

- 14.1. Without the written consent of Jungbunzlauer Austria AG, the Supplier may not publish or use for advertising or other purposes the content of the call for tenders, the contract in the event of being awarded, or any business transaction, nor any information obtained directly or indirectly from Jungbunzlauer Austria AG, including any information supplied by the Supplier based thereon.
- 14.2. In particular, the Supplier shall keep secret the detailed design documents and documentation provided by Jungbunzlauer Austria AG and shall use them exclusively for the purpose of executing the order in question. Any person who gains knowledge of information and documents shall be subject to an affirmative duty to keep the information confidential.
- 14.3. Furthermore, the Supplier shall agree to protect the know-how of Jungbunzlauer Austria AG which the Supplier acquires in connection with the purchase order and not to disclose any information about the plant.
- 14.4. In the event of a breach of the confidentiality obligation, the Supplier shall be obligated to indemnify Jungbunzlauer Austria AG against any third-party claims.
- 14.5. The obligations of confidentiality herein shall survive the termination of this contract.
- 14.6. For each infringement of the obligations set forth in this clause, the Supplier shall pay a contractual penalty amounting to 2% of the purchase order value to Jungbunzlauer Austria AG, not to exceed 10% of the purchase order value for all infringements.

15. Severability Clause

- 15.1. If any provisions of these GTCP shall be held or become invalid or unenforceable, in whole or in part, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15.2. The Parties shall negotiate to replace any such invalid and enforceable provision by a valid or enforceable provision that reflects the content and purpose of the invalid or unenforceable provision as closely as possible.

16. Right of Retention

- 16.1. Jungbunzlauer Austria AG shall have a right of retention in the event the Supplier fails to perform, or properly perform, its obligations to deliver the Goods and services. If Jungbunzlauer Austria AG withholds payment, the Supplier shall not be entitled to suspend performance of other contractual obligations, whether in whole or in part.

17. Place of Jurisdiction and Applicable Law

- 17.1. Unless otherwise agreed in writing, these GTCP shall be governed by and construed in accordance with the substantive laws of Austria, excluding the UN Convention on Contracts for the International Sale of Goods and without giving effect to conflict of laws principles.
- 17.2. The Parties agree that the Vienna Innere Stadt competent court for subject matter jurisdiction will have exclusive jurisdiction. Notwithstanding the above, Jungbunzlauer Austria AG shall have the right to sue the Supplier where the Supplier has its registered office.