

General Terms and Conditions of Purchase (GTCP)

A. Preliminary remark

1. Area of application and structure

- 1.1. The following General Terms and Conditions of Purchase ("GTCP") of Klüber Lubrication Austria GmbH, Franz-W.-Schererstraße 32, 5020 Salzburg, Austria (hereinafter referred to as "Klüber", "we" or "us") shall apply exclusively to all orders placed by us or (hereinafter jointly referred to as "Order(s)") to or with business persons within the meaning of § 1 of the Austrian Consumer Protection Act (KSchG) (hereinafter referred to as "Supplier(s)") for the purchase or procurement of raw materials, packaging materials, contract manufacturer services and indirect materials, as well as services (hereinafter jointly referred to as "Delivery/Deliveries"). These GTCP do not apply to consumers.
- 1.2. The provisions of the general part of these GTCP (see Part B) apply to all Orders and Deliveries, unless the special part of these GTCP (see Part C) contains more specific provisions that take precedence over Part B. The applicability of the regulations in Part C depends on the type of Delivery:
 - The special provisions in Clause 2 also apply to raw materials. "Raw materials" are all materials, substances or other chemical components that are or will be used to manufacture products.
 - The special provisions in Clause 20 also apply to packaging materials. "Packaging materials" are all types of packaging used for the protection, transport, storage and presentation of products. They can be made from a variety of materials, including cardboard, paper, plastic, glass, metal and various composite materials.
 - The special provisions in Clause 21 also apply to contract manufacturer services. "Contract manufacturer services" are work services to be provided by the Supplier in connection with the contract filling or contract manufacturing of products.
 - The special provisions also apply to indirect materials. "Indirect materials" include all Deliveries in the form of goods, work or services that are not raw materials, packaging materials or contract manufacturer services (e.g. plant engineering, machines, robots, office supplies).
- 1.3. These GTCP do not apply to work or services in connection with the construction, maintenance or modification of buildings or structures. Such construction services are subject to Klüber's Terms and Conditions of Purchase for the Execution of Construction Services. These are available at <https://www.klueber.com/at/de/unternehmen/geschaeftsinformat ionen/>

B. General Part

2. Scope

- 2.1. These GTCP apply exclusively. We hereby expressly object to any terms and conditions of our Suppliers that deviate from or supplement these GTCP; they are not binding on us and are not included in any contracts concluded by us. Our GTCP shall also apply exclusively if we do not reject the inclusion of our Supplier's terms in a particular case or accept its Delivery without reservation with knowledge of contradictory or supplementary terms and conditions imposed by the Supplier.
- 2.2. These GTCP also apply to all future transactions with the Supplier as general agreement, even if they are not expressly agreed upon again.
- 2.3. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

- 2.4. Should one or more provisions of these GTCP be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. In such a case, the invalid or ineffective provision shall automatically be replaced by a valid, effective, legally compliant and enforceable provision that comes closest to the economic purpose of the provision to be replaced in a legally permissible manner. We and the Supplier are obliged, without undue delay, to replace the invalid or ineffective provision with a valid and effective provision which comes as close as possible to the legal and economic purpose of the invalid or ineffective provision and which we would reasonably have agreed if we had been aware of the invalidity or ineffectiveness of the provision in question at the time these Terms and Conditions of Purchase were agreed.
- 2.5. Individual agreements concluded with the Supplier in individual cases (including collateral agreements, addenda and amendments) shall in any case take precedence over these GTCP. The content of such individual agreements concluded between us and the Supplier must be documented in writing for reasons of proof. Any deviating information in our Orders shall also take precedence over these GTCP.

3. Conclusion of contract

- 3.1. Our orders must be in writing or a legible electronic declaration (e.g. e-mail) that identifies the issuer. Otherwise, they shall not be binding.
- 3.2. Our orders can only be accepted within three working days from the date of the order either by order confirmation in the form specified under 3.1 or by unconditional execution (e.g. dispatch of the goods). Delayed acceptance shall be deemed a new offer and requires acceptance by us. Within the framework of an agreed purchase order or call-off schedule, call-offs of individual (partial) deliveries by us shall become binding if the Supplier does not object within three working days of receipt.
- 3.3. The order text and any technical documents (drawings etc.) or product descriptions shall be authoritative for the order details. Amendments, addenda or other deviations must be expressly indicated in the order confirmation or outlined by technical documents (drawings etc.) and approved by us. A reference to the Supplier's terms and conditions of sale will not suffice. Order confirmations from the Supplier that deviate from our Orders in terms of prices, delivery dates, production data or other content shall be deemed a rejection of our Order and require acceptance by us as a new offer.
- 3.4. We are entitled to withdraw from the contract for the Delivery at any time by written declaration stating the reason if (i) we can no longer use the ordered delivery in our business operations due to circumstances occurring following conclusion of the contract for which the Supplier is responsible (such as non-compliance with legal requirements) or can only use it at considerable expense or (ii) the financial circumstances of the Supplier deteriorate after conclusion of the contract to such an extent that Delivery in accordance with the contract can no longer be expected.

4. Prices, invoices and terms of payment

- 4.1. The prices stated in the Order are fixed prices. The prices include delivery to the designated place of performance under DAP rules, as well as packaging, appropriate transport insurance to be taken out by the Supplier and all other costs associated with the consignment. They do not include the statutory VAT. Unless there is express agreement to the contrary, all Incoterms we use refer to INCOTERMS 2020 published by the International Chamber of Commerce (ICC).
- 4.2. Unless otherwise agreed, the Supplier shall bear all necessary ancillary costs in connection with the Delivery, such as travel expenses and costs for the provision of tools (e.g. if the Supplier has assumed responsibility for installation, assembly or commissioning). Remuneration or compensation for on-site visits

or the preparation of offers, projects, etc. shall not be granted either.

- 4.3. As a minimum, the invoice must clearly state the order number, order item, order date, supplier number and our article number, as well as the customs tariff number, country of origin and preference indicator, if applicable. Invoices cannot be paid until this information is provided. Invoices shall only be processed if they are sent to the e-mail address specified on the Order. Each Order must be invoiced separately. Collective invoices may also be issued with our prior written approval.
- 4.4. In the case of invoices deemed not sufficiently identifiable, in particular where order references are incomplete and numbers are missing, the time period for compliance with the period of payment (see Clause 4.6) shall only commence after this is fully clarified by the Supplier. Where certificates, documentation, materials tests, test reports, etc. which form an integral part of the Order are not enclosed with the invoice or delivery, the time period for compliance with the period of payment shall commence once these documents are received in full. The invoice must, even in the case of part shipments, be sent to us separately upon dispatch of the consignment.
- 4.5. Invoices must be issued in euros. Payments are also exclusively made in euros. Regarding its bank details, the Supplier must provide us with the correct IBAN and corresponding BIC, in addition to its VAT ID number.
- 4.6. Payment shall be made by bank transfer and, unless otherwise agreed, within 30 days of acceptance or receipt of the Delivery and receipt of the verifiable invoice from the Supplier (the postmark is decisive) and handover of all documents belonging to the scope of Delivery without deduction.
- 4.7. If the invoice arrives before receipt of the Delivery or if the Delivery contain defects, the period for compliance with the period of payment shall only begin with the arrival or provision of the (defect-free) Delivery.
- 4.8. Cases of default with regard to our payment obligation shall be governed by the statutory provisions.
- 4.9. Payments made by us do not imply acceptance of the deliveries as being in accordance with the contract.

5. Delivery dates, delivery conditions, reservation of contractual penalties and subcontractors

- 5.1. Where the Delivery is not made within the agreed delivery period or the Supplier defaults, our rights – in particular, to withdrawal and compensation for damages – shall be determined in accordance with the statutory terms unless otherwise agreed below.
- 5.2. Compliance with deadlines is an essential part of the contractual relationship. The deadlines specified in the Order or otherwise agreed shall be binding and must be strictly adhered to, as otherwise considerable waiting times may result. The Supplier must notify us immediately in writing of an imminent delay or breach of the agreed dates and deadlines, indicating the reasons for such delay and its expected duration.
- 5.3. Partial deliveries and advance deliveries shall only be permitted if we have expressly agreed to such arrangements. However, the payment claim shall be due on the originally agreed delivery date at the earliest.
- 5.4. Deliveries shall only be possible at the times given in the Order or otherwise agreed. All persons in vehicles must register upon entry into our plant. In principle, children or animals may not be brought into our plant. Safety shoes and – in designated areas – safety glasses must be worn in loading and unloading zones. The orders of security staff must be followed.
- 5.5. If the Supplier is in default, we shall, in addition to any further statutory claims, be entitled to charge a penalty for breach of contract in the amount of 0.2% of the order value per calendar day, but not more than 5% of the order value; the order value is understood as the contractually agreed remuneration for the delayed order. We are obliged to declare the reservation of the contractual penalty for breach of contract no later than upon payment of the invoice following the late delivery.

- 5.6. Acceptance of the late delivery does not imply a waiver of damage claims. This shall be without prejudice to any further statutory claims. In enforcing damage claims, any contractual penalty, which may already have been imposed as per Clause 5.5, shall be offset against the asserted damages.

6. Place of performance, transfer of risk, acquisition of title

- 6.1. The place of performance for the Delivery shall be the place to which the goods are to be delivered as agreed or at which the other service is to be provided as agreed (“**Place of Performance**”). The Place of Performance for our payments shall be Salzburg.
- 6.2. Delivery shall be made, under DAP rules, at the Supplier's risk and expense, with proper transport packaging, and to the Place of Performance indicated. The risk of accidental loss and accidental deterioration of the Delivery shall only pass to us upon acceptance by us or on our behalf at the agreed Place of Performance or, in the case of work services, after final acceptance, even if we agreed to cover the freightage. The transfer of risk and perils shall always take place in accordance with the agreed Incoterms® clause.
- 6.3. In the absence of any agreement to the contrary, the transfer of title to the delivery shall generally take place simultaneously with the transfer of risk and perils or, if partial payments have been agreed, in any case for the relevant part of the deliveries at the latest upon corresponding payment (also by means of set-off) of the payment installment agreed for this part and provided that the time of payment is before that of the transfer of risk and perils in accordance with the Incoterms® clause agreed in each case.
- 6.4. Retention of title by the supplier shall only apply insofar as it relates to our payment obligation for the respective deliveries to which the supplier retains title. In particular, an extended or prolonged reservation of title is not permitted.

7. Warranty, liability for defects and other liability

- 7.1. Deliveries shall be made by the Supplier as contractually agreed and, if necessary, with the provision of the required documents and information. Klüber's commercial-logistical requirements shall apply. These are available on request and can also be accessed on our website at <https://www.klueber.com/de/en/company/suppliers/information-and-requirements/>. The statutory provisions shall apply to our rights in the event of material defects and defects of title in the Deliveries (including incorrect and short deliveries, as well as improper assembly, defective assembly, operating instructions) and in the event of other breaches of duty by the Supplier, unless otherwise stipulated in these GTCP.
- 7.2. The burden of proof for the non-existence of a defect occurring during the warranty period shall be borne by the Supplier.
- 7.3. With regard to the judicial enforcement of warranty claims arising within the warranty period, a limitation period of three years shall apply from the date on which the claims arise. The Supplier shall remedy any defects occurring/emerging within the warranty period free of charge within a short but reasonable period of time at our discretion by either improvement or replacement/renewed delivery. When remedying defects, the supplier shall take into account our legitimate interests, in particular in connection with the technical production requirements and the necessity of undisturbed operation. Notwithstanding the fundamental priority of defect rectification or replacement, the options/remedies of price reduction and rescission shall also remain at our reasonable discretion. In the event of defects whose rectification cannot be delayed (imminent danger), we shall be entitled to rectify/remove them ourselves or have them rectified/removed by third parties without delay at the expense and risk of the supplier, whereby warranty claims shall remain unaffected by this, insofar as the rectification of the defect in question has been carried out professionally. The warranty period in the above sense shall commence from the time of complete fulfillment of all contractual and statutory obligations/obligations of the Supplier as well as unreserved receipt or (if contractually agreed) unreserved acceptance of the deliveries/services by us. The warranty period for hidden defects and defects of title shall commence at the earliest when they become recognizable. In the event of an improvement/replacement/repair or a subsequent delivery, the warranty period for the scope of delivery and services concerned

shall commence anew after successful completion of the defect rectification. In addition, the warranty period for the entire scope of delivery and services shall commence anew if the defect significantly restricts or prevents the functionality or use of the delivery. In any case, the warranty period as defined above shall end no later than 48 months after the original start of the warranty period for the deliveries. The warranty period, including the 48-month period just mentioned, shall be interrupted by downtime/periods of non-usability for the entire delivery caused by the Supplier or due to defects. This applies in particular to periods during which remedial work is carried out.

- 7.4. Any other rights to which we may be entitled due to the defectiveness of the deliveries shall remain unaffected by this.
- 7.5. The statutory provisions (§ 377 UGB) shall apply to the commercial obligation to inspect and give notice of defects with the following provision: Our duty to inspect is limited to checking the identity and quantity on the basis of the accompanying papers, as well as any externally recognisable damage in transit. If acceptance has been agreed, there shall be no obligation to inspect. A notice of defects to the Supplier shall in any case be deemed to be immediate and timely if it is made within five (5) workdays of delivery. The obligation to give notice of defects that are not obviously recognisable and discovered subsequently shall remain unaffected; in this respect, this period shall commence upon discovery of the defect.
- 7.6. Unless otherwise specified in these GPC, in particular in this clause 7 and clause 17, the Supplier shall be liable within the scope of the statutory provisions (including the product liability provisions) for damage caused by him (or persons attributable to it), without this liability being limited or excluded in terms of reason or amount. The Supplier shall indemnify and hold us harmless for any claims by third parties due to culpable acts and/or omissions by the Supplier or persons attributable to the supplier.
- 7.7. The supplier is obliged to provide us with unrestricted and unencumbered ownership or right of use. There must be no restrictions of any kind, such as claims and rights of third parties, and the rights of third parties must not be infringed by the deliveries or the operation or use of the delivery items.
- 7.8. In the event of defects of title (see also Clause 9.1) or other claims in connection with Deliveries (e.g. due to any infringements of rights), the Supplier shall indemnify us against any existing third-party claims to the extent of its liability (see Clause 7.6) and shall reimburse us for any necessary expenses. Irrespective of this, the Supplier shall support us to an appropriate extent and at its own expense in any necessary legal defence against such claims.
- 7.9. If a defective delivery means that there is a need for a more detailed incoming material quality control than usual, the Supplier shall cover the costs of this (see Clause 7.6).
- 7.10. Unless otherwise agreed, the Supplier shall use suitable transport packaging for safe transport and dispose of it properly at its own expense in accordance with national statutory regulations.

8. Product and manufacturer's liability

- 8.1. Insofar as claims are asserted against us by third parties under national/international product liability laws due to the defectiveness of the Supplier's deliveries, the supplier shall indemnify and hold us harmless in this respect. In this context, and particularly in accordance with §1014 ABGB, the Supplier shall also be obliged to reimburse us all expenditure, which is incurred by us due to or in connection with a product recall or any other measure carried out by us. We shall inform the Supplier about the content and scope of recall measures – as far as possible and reasonable – and give it the opportunity to comment. Further legal claims shall remain unaffected.
- 8.2. The Supplier shall take out product liability insurance (including extended product liability and recall costs cover) with an insured sum of at least a 3,000,000 euros (three million euros) flat rate per case of personal injury, property damage, and product-related financial loss; however, our claims shall not be limited to the sum insured.

9. Legal compliance; ecology/environment; foreign trade legislation

- 9.1. The Supplier warrants that its Deliveries and their intended use will not breach either industrial property rights or other third-party rights or statutory or official regulations of any kind applicable to the Place of Performance. In addition, we expect our Suppliers to comply with the standards of the international environmental management standard ISO 14001:2015-09 or, if this version of the standard is replaced by an updated version, in accordance with the requirements of this updated version of the standard from the start of its validity.
- 9.2. The Supplier shall comply with applicable national and international export, customs and foreign trade legislation ("**Foreign Trade Legislation**") requirements for all Deliveries. The Supplier must obtain required shipment authorisations or export permits, unless under the applicable Foreign Trade Legislation, these authorisations or permits must be applied for by us or a third party, and not the Supplier. If the required authorisations are not received within a period of three (3) months from conclusion of the contract (see Clause 3), we shall be entitled to withdraw from the contract for the delivery.
- 9.3. The Supplier shall communicate, at the earliest possible opportunity, in writing all the information and data that is required to comply with the applicable Foreign Trade Legislation upon the export, shipment, import and, in the event of resale, re-export of goods and services. If certain shipments (goods, software, technology), as such or as components or accessories, are subject to prohibitions or approval obligations under the Dual- Use Regulation EU/2021/821, including the current export list and its annexes, or the current US Commerce Control List of the Bureau of Industry and Security, the Supplier shall be requested to notify these in writing.

10. Retention of title, tools, documents

- 10.1. All documents (e.g. drawings, figures, test specifications), samples and patterns, parts, components, semi-finished products, tools and other items, which we make available or provide to the Supplier in connection with the business relationship, shall remain our property and must be returned from the Supplier to us or destroyed at the Supplier's expense, at our discretion, at any time upon our request, no later than at the end of the business relationship (including any existing copies, transcripts, extracts, and reproductions). The Supplier shall not be entitled to a right of retention. Patterns, templates, tools and the like manufactured by the Supplier or manufactured by a third party and used by the Supplier shall, if they are invoiced to us, become our property upon manufacture or acquisition by the Supplier, and shall be handed over to us upon completion of the Delivery, unless otherwise agreed in writing.
- 10.2. The retention of title under Clause 10.1 shall extend to the full value of the products ensuing from the processing, mixing or combining of the provided items, whereby these processes are performed for us, so that we are deemed to be the manufacturer. If third parties retain their proprietary rights in the event of processing, mixing or combining with third-party items, we shall acquire joint ownership of the product in the proportion of the objective values of these goods.
- 10.3. The Supplier shall clearly mark tools to which we are entitled in accordance with Clause 10.1 as our property, store them separately for us free of charge and visibly, maintain and service them appropriately at its own expense, insure them adequately, and provide us with proof of insurance cover on request. The Supplier shall use the tools exclusively for the manufacture of products intended for us, unless agreed otherwise. Such consent with regard to the manufacture of products based on orders from other companies belonging to the Freudenberg Group is permitted.
- 10.4. At the end of the contract, the Supplier must return any tools belonging to us immediately upon our request, without being entitled to a right of retention. We shall pay reasonable compensation to the Supplier for any associated transfer of the ownership share. When the tools are returned, they must be in a flawless condition which, both technically and in terms of their appearance, corresponds to their previous use. The scrapping of tools by the Supplier is only permitted with our prior written consent.

11. Quality assurance

The Supplier shall maintain a quality management system during the entire business relationship with Klüber that complies with the requirements of DIN EN ISO 9001:2015 or, if this version of the standard is replaced by an updated version of the standard, in accordance with the requirements of this updated version of the standard from the beginning of its validity, it shall monitor this system at regular intervals by way of internal audits and initiate required measures immediately upon discovery of deviations to ensure the perfect quality of all deliveries to us. We have the right to inspect the Supplier's quality assurance in consultation with it following prior notification. To the extent necessary, the Supplier shall permit us to inspect certification and auditing reports as well as test procedures carried out, including all test records and documents concerning the Delivery upon request.

12. Confidentiality, documents, data protection

12.1. All information, formulations, drawings, patterns, tools, technical records, processing methods, software, and other technical and commercial know-how made available by us or learned by the Supplier about us, as well as work results achieved in connection with these (hereinafter referred to as "**Confidential Information**"), must be kept confidential with respect to third parties by the Supplier and may exclusively be used in the Supplier's own operations for making Deliveries to us and only be made available to persons who must have knowledge of the Confidential Information in connection with the business relationship and have been required to maintain confidentiality in accordance with this provision. This shall also apply beyond the duration of the business relationship for as long as and to the extent that the Supplier is unable to prove that the confidential information was already known at the time it was obtained or that it was common knowledge or subsequently became common knowledge other than through the fault of the Supplier. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.

12.2. The disclosure of confidential information shall not give the Supplier any rights to industrial property rights, trade secrets, know-how or copyrights and shall not constitute a disclosure prejudicial to novelty within the meaning of the Patent Act. Any type of license requires a written agreement.

12.3. The Supplier must comply with the mandatory obligations of the applicable data protection legislation (in particular, the European General Data Protection Regulation). Any transfer of personal data to third parties based outside the EU shall require our express prior written consent. If necessary, the Supplier shall conclude an agreement on order processing in accordance with our sample.

12.4. We collect, store and use personal data in accordance with the statutory provisions. You can find data protection information on our website.

13. Social responsibility, supply chain, compliance

13.1. The Supplier shall comply with our Code of Conduct for Suppliers and must reasonably ensure that its sub-suppliers and subcontractors also act accordingly or comply with at least equivalent standards. The current version of our Code of Conduct (*Ethical standards for suppliers*) is available on our website at <https://www.klueber.com/de/en/company/suppliers/sustainability-and-ethical-principles/ethical-standards/>. We are entitled to amend the Code of Conduct with effect for the future, in particular in order to fulfil legal, official, judicial or institutional requirements; the Supplier shall be informed of any amendments in good time. The Code of Conduct sets out minimum standards. Insofar as statutory regulations go further or contain contradictions, the law shall take precedence.

13.2. As a participant in the UN "Global Compact" initiative (more details at <https://unglobalcompact.org/>), we also expect our Suppliers to comply with the social and ecological principles formulated therein. We also expect Suppliers to (i) comply with the United Nations Guiding Principles on Business and Human Rights and the core conventions of the International Labour Organization (ILO) and (ii) where applicable, Regulation 2023/1115/EU for deforestation-free products and the German Supply Chain Act (LkSG). Under the LkSG, Klüber shall request information and documents regarding business relationships with

Suppliers for the purpose of monitoring compliance with the human rights and environmental requirements of the LkSG, and implement appropriate control measures.

13.3. The Supplier warrants that its compliance measures will ensure adherence to the mandatory legal requirements applicable to it, in particular with regard to combating bribery, corruption and money laundering.

13.4. The Supplier guarantees not to maintain any direct or indirect business or other connections with terrorists, terrorist organisations or other criminal or anti-constitutional organisations.

13.5. The Supplier shall take reasonable contractual and organisational precautions to ensure that Clauses 13.1 to 13.4 are passed on to its sub-suppliers and subcontractors and complied with by them along the supply chain. Upon request, the Supplier shall provide suitable evidence thereof. Klüber shall also be entitled to inspect the Supplier's compliance with these obligations itself or through external agents on-site, i.e. at any operating site, branch office, production plant, warehouse, business premises or any other place where the Supplier conducts business, and to question the Supplier's managers, other representatives and employees in this context. The legitimate confidentiality interests of the Supplier must be taken into account in every audit and impact on business operations must be kept to a minimum. Klüber shall give the Supplier reasonable advance notice, usually not less than one week, of the performance of such an inspection, provided that this does not frustrate the statutory purpose. At the request of Klüber, the Supplier shall organise or participate in training and advance training to the extent necessary to ensure that its personnel possess an adequate level of knowledge and understanding of the requirements to be complied with in accordance with Clauses 13.1 to 13.4.

13.6. In the event of a significant breach by the Supplier (or with the involvement of an employee of the Supplier) of the standards set out in Clauses 13.1 to 13.5, we reserve the right to terminate the cooperation with the Supplier without notice, to withdraw from contracts concluded for Deliveries, and to exclude the Supplier from future Deliveries to us and all our group companies. As a more lenient measure, we may require the Supplier, in consultation with us, to immediately draw up a plan to end or minimise the breach and to avoid future breaches. The Supplier shall implement the agreed upon plan immediately and take all necessary measures without delay to end or minimise the breach.

13.7. If the Supplier becomes aware of circumstances that could constitute a breach of Klüber's obligations under the LkSG (Clause 13.2), it shall be obliged to inform Klüber immediately and take reasonable remedial measures in consultation with Klüber.

14. Assignment of claims and rights of retention

14.1. Without our prior written agreement, the Supplier shall not be entitled to assign its claims against us either wholly or in part, or to dispose of them in any other way.

14.2. We shall be entitled to rights of set-off and retention to the extent permitted by law. The Supplier shall only have a right of set-off or retention on the basis of counterclaims that have been recognised by declaratory judgement or are undisputed or synallagmatically linked to the principal claim.

15. Passing on Orders to third parties

The Supplier warrants that it will carry out or provide the Deliveries itself and that it will only engage subcontractors (hereinafter referred to as "**Subcontractors**") with our prior written consent, which may not be unreasonably withheld. If the Supplier is permitted to use Subcontractors, it shall ensure and insure itself to a reasonable extent that the Subcontractor complies with all obligations to which it the Supplier is subjected to in accordance with these GTCP and the contract for the Delivery. The Supplier must accept responsibility for any breaches by Subcontractors with regard to Klüber in accordance with the statutory provisions.

16. Compliance with the Minimum Wage Act

16.1. The Supplier shall undertake and ensure in the execution of its Orders that it complies with all obligations incumbent upon it under the German Minimum Wage Act (MiLoG) and pays the minimum wage in the respective statutory amount. Furthermore, the Supplier shall ensure that any Subcontractors and temporary employment

agencies it engages also comply with the statutory provisions on the minimum wage. Moreover, the Supplier shall confirm that its own company and the Subcontractors engaged are not excluded from public contract awards under Section 19 MiLoG.

- 16.2. At our request, the Supplier shall provide us with suitable proof of compliance with the provisions applicable to it in accordance with Clause 16.1 – taking into account confidentiality obligations and business secrets.
- 16.3. If claims are made against us by an employee of the Supplier or of a Subcontractor due to an existing payment claim in accordance with MiLoG, the Supplier shall pay us a contractual penalty of 250 euros for each case. The contractual penalty to be paid shall be offset against any compensation claim of Klüber and, per Delivery, shall be limited to a maximum of 10% of the respective order value, and in total to a maximum of 25,000 euros per calendar year. There shall be no obligation to pay the contractual penalty if the Supplier is not at fault and has presented evidence, for which it shall bear the burden of proof.
- 16.4. The Supplier shall release us from any claims asserted against us by third parties in connection with breaches of MiLoG by the Supplier to the extent of its liability (see Clause 7.6) and shall reimburse us for any necessary expenses.
- 16.5. In the event of a grossly negligent or wilful breach by the Supplier of the obligations under Clauses 16.1 to 16.4, we shall be entitled to terminate the cooperation with the Supplier, to withdraw from contracts concluded for Deliveries and to exclude the Supplier from future Deliveries to us and all our group companies.

17. Statute of limitations

- 17.1. The reciprocal claims for damages between us and the Supplier shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated in these GPC. Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party asserting the claim can still assert the right against us - in particular in the absence of a limitation period. Further statutory rights to which we are entitled remain unaffected by this provision.

18. Applicable law and place of jurisdiction

- 18.1. These GTCP and the entire legal relationship between us and the Supplier shall be governed exclusively by Austrian law with the exception of its conflict of law and conflict of law rules. The application of the UN Convention on Contracts for the International Sale of Goods (C.I.S.G.) and other bilateral and multilateral conventions on uniform law on the international sale of goods shall be excluded.
- 18.2. The exclusive place of jurisdiction for all claims arising from business relations with Suppliers, in particular from or in connection with contracts concerning Deliveries or their validity, shall be Salzburg. In all cases, however, we shall also be entitled, at our discretion, to bring an action at the Place of Performance or at any other general or special place of jurisdiction of the Supplier. Overriding statutory provisions, in particular regarding exclusive responsibilities, shall remain unaffected.
- 18.3. We are also entitled, at our discretion, in the case of active claims, to have all claims, disputes or differences of opinion arising from or in connection with business relationships with suppliers, in particular contracts for deliveries, finally decided by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), excluding recourse to the ordinary courts of law. The place of arbitration shall be Vienna, Austria. The language to be used in the arbitration proceedings shall be German.

C. Special part

19. Raw materials

- 19.1. The following provisions in this Clause 2 apply in addition to and take precedence over Part B of these GTCP only in relation to the purchase of raw materials (see Clause 1.2).
- 19.2. The Supplier undertakes to comply with the applicable statutory requirements, in particular those relating to chemicals and other dangerous goods, which apply at the respective place of delivery (cf. Section 6.1). There are special requirements for our lubricant

products, which means that additional data may be required from the Supplier for substance or product registrations and certifications. The Supplier shall, to the best of its ability, provide the necessary information on request and thus enable disclosure to external third parties.

- 19.3. The Supplier recognises that we, as a producer of chemicals, chemical mixtures and articles, are classified as a manufacturer, downstream user and importer within the meaning of the European Chemicals Regulation (EC) No. 1907/2006 (“**REACH Regulation**”). As part of its obligations under Clause 9.1, the Supplier warrants that it will comply with all applicable provisions of the REACH Regulation, in particular those that are necessary in order to be able to process, sell or distribute goods within the EU. This includes in particular: (a) registering or authorising chemical substances or preparations to the extent required by law, (b) implementing internal organisational measures that document compliance with obligations under the REACH Regulation, (c) ensuring that any use of chemical substances or preparations in goods (including packaging materials), or in the laboratory, production, etc., which we or our customers have indicated or notified to the Supplier, is covered by the corresponding registration or authorisation, (d) informing us immediately if a preparation or substance has not been registered or cannot be registered or authorised within the relevant period, (e) ensuring that Deliveries do not contain any substances prohibited under the REACH Regulation and (f) informing us immediately in the case of substances of very high concern (SVHC) ((a) to (f) together the “**REACH Compliance**”). Any violations of the REACH Compliance lead to a defect in the affected Delivery within the meaning of Clause 7.1 and give rise to an obligation to indemnify in accordance with Clause 7.7.

- 19.4. Unless otherwise agreed upon, the required documents to be supplied in accordance with Clause 7.1 include

- an inspection certificate in accordance with DIN EN 10204:2004 no. 3.1 or an equivalent internationally recognised test certificate stating the characteristics agreed upon with the Supplier; and
- in the case of initial deliveries, particularly those which are samples, complete initial sample documentation;
- an EU Safety Data Sheet in electronic format and in German as a minimum requirement, which corresponds to current EU legislation; in the event of changes to the composition and/or changes to the legislation, an updated Safety Data Sheet must be sent to us without being prompted to do so.

- 19.5. In addition to Clause 9.1, the Supplier shall provide all relevant IMDS data free of charge at our request.

- 19.6. Unless otherwise agreed upon, the information and data to be provided by the Supplier in accordance with Clause 9.3 shall include the following

- Declarations on the origin of the raw materials under commercial and preferential law (supplier's declaration or certificate of origin), including the immediate and unsolicited notification of a change of origin; if necessary, the Supplier must provide evidence of its details on the origin of the raw materials by means of an information sheet confirmed by its customs agency;
- all other relevant data required for compliance with internationally applicable export and chemical regulations, including in particular the REACH Regulation, the U.S. Toxic Substances Control Act (TSCA) and the Regulation (EU) No. 2019/1021 on Persistent Organic Pollutants (POP).

- 19.7. In addition to Clause 11, the Supplier shall establish and maintain a quality management system that meets the requirements of the IATF 16949 and/or DIN EN ISO 9001:2015 standard or, if this version of the standard is replaced by an updated version of the standard, in accordance with the requirements of this updated version of the standard from the beginning of its validity.

20. Packaging materials

- 20.1. The following provisions in this Clause 20 apply in addition to and take precedence over Part B of these GTCP only in relation to the purchase of packaging materials.

20.2. Unless otherwise agreed upon, packaging materials must be delivered on exchangeable Euro pallets. For correct labelling, the specifications according to our commercial-logistical requirements shall apply (see Clause 7.1).

20.3. The Supplier shall ensure that the packaging materials supplied comply with the requirements of the European Packaging and Packaging Waste Directive 94/62/EC and the German Packaging Act (VerpackG) or other national transposing laws of the Packaging Directive 94/62/EC applicable to the Supplier. In particular, the Supplier must fulfil the requirements and obligations contained therein regarding registration, system participation, data reporting, labelling, taking back, documentation and information.

20.4. In addition to Clause 9.1, the Supplier shall provide all relevant IMDS data free of charge at our request.

20.5. Unless otherwise agreed upon, the information and data to be provided by the Supplier in accordance with Clause 9.3 shall include, in particular, declarations on the origin of the packaging materials under commercial and preferential law (supplier's declaration or certificate of origin), including the immediate and unsolicited notification of a change of origin; if necessary, the Supplier shall provide evidence of the details on the origin of the packaging materials.

20.6. In addition to Clause 11, the Supplier shall establish and maintain a quality management system that meets the requirements of the IATF 16949 and/or DIN EN ISO 9001:2015 standard or, if this version of the standard is replaced by an updated version of the standard, in accordance with the requirements of this updated version of the standard from the beginning of its validity.

21. Contract manufacturer services

21.1. The following provisions in this Clause 21 apply in addition to and take precedence over Part B of these GTCP only in relation to Suppliers acting as contract fillers or contract manufacturers for Klüber.

21.2. Within the scope of its obligations under clause 7.1 and clause 9.1, the Supplier shall be obliged to carry out or manufacture the fillings or products exclusively in accordance with the specifications and manufacturing instructions provided by Klüber. To this end, it must be ensured that (i) all raw materials and materials used as well as their storage and handling comply with the specifications provided by Klüber as well as all applicable laws, regulations and official orders, if applicable, (ii) fillings comply with the requirements of the Austrian Weights and Measures Act (MEG) and its implementing regulations, in particular filling quantity tolerances, (iii) all packaging is labeled and marked in accordance with the specifications/manufacturing instructions and legal requirements, in particular taking into account the legal requirements for finished packaging, in particular in accordance with the MEG and its implementing regulations, the Prepackaging Ordinance (FPVO) or other national regulations applicable to the Supplier, and (iv) aerosol dispensers comply with the requirements of the Aerosol Packaging Ordinance, the Product Safety Act (Produktsicherheitsgesetz) or other national implementing legislation of the Aerosol Directive 2008/47/EC applicable to the Supplier.

21.3. Upon request, the Supplier shall provide Klüber with a sample of each delivery batch.

21.4. In addition to Clause 11, the Supplier shall establish and maintain a quality management system that meets the requirements of the IATF 16949 and/or DIN EN ISO 9001:2015 standard or, if this version of the standard is replaced by an updated version of the standard, in accordance with the requirements of this updated version of the standard from the beginning of its validity.

22. Indirect materials

22.1. The following provisions in this Clause 22 apply in addition to and take precedence over Part B of these GTCP only in relation to indirect materials.

22.2. In the case of shipment of machines, machine parts and machine-like equipment to be assembled at our premises by the Supplier or by third parties engaged by it, the period for notification of defects shall commence, notwithstanding Clause 7.5, at the

beginning of operational capability after assembly has been completed

22.3. When delivering machines and systems that are covered by the EU Machinery Directive 2006/42/EC, the Supplier shall also provide a risk assessment under DIN EN ISO 12100 in compliance with the EU Machinery Directive 2006/42/EC and free of charge.

