



TRUMPF Maschinen Austria GmbH & Co. KG ("TRUMPF")

I. Validity of the TRUMPF General Terms and Conditions of Purchase (TEB)

1. These Conditions ("TEB") shall apply to all contracts concluded by TRUMPF as purchaser or ordering party, unless otherwise agreed in writing. Any of the Supplier's terms of delivery which deviate from these TEB shall not become part of the contract, even if TRUMPF does not expressly object to them. The TEB shall also apply if TRUMPF accepts a delivery from the Supplier without reservation even though TRUMPF is aware of terms and conditions of the Supplier that conflict with or deviate from the TEB.
2. The TEB in their currently valid version shall also apply to future transactions with the Supplier.
3. In addition, Incoterms 2020 shall apply insofar as they do not contradict the TEB or any other agreements made between TRUMPF and the Supplier.
4. Rights to which TRUMPF is entitled under the statutory provisions beyond the TEB shall remain unaffected.

II. Conclusion of contract and amendments thereto

1. The contract shall be concluded by TRUMPF's purchase order or delivery schedule, unless the Supplier expressly objects in writing within one week of receipt of the purchase order or delivery schedule or submits a counteroffer. The decisive factor for timeliness shall be the receipt of the objection or counteroffer by TRUMPF. Insofar as TRUMPF does not reject the counteroffer within two weeks of receipt, the content shall be binding if it does not deviate significantly from the purchase order or the delivery schedule. Unless otherwise stated in the purchase order or the delivery schedule, significant deviations shall be deemed to be a change in the delivery date or the delivery period by more than forty-eight hours, a change in the delivery quantity by more than five percent or a change in the price. The decisive factor for the timeliness of the rejection of the counteroffer shall be its dispatch by TRUMPF; the postmark shall serve as proof.
2. Subsequent amendments and supplements to a concluded contract shall require written confirmation to be effective, for which the above-mentioned paragraph shall apply accordingly.

III. Scope and content of the obligation to perform

1. The scope of the Supplier's obligation to perform shall be based on the specifications and performance descriptions provided upon conclusion of the contract or, in the absence thereof, on the information provided in offers and brochures of the Supplier.
2. All deliveries shall comply with the valid EU regulations and the latest EN standards (where such standards are missing, then DIN / VDE standards and/or Austrian standards) as well as other standards and regulations customary in the industry, unless otherwise expressly agreed in writing. Consequently, the Supplier undertakes, among other things, to fulfill the requirements of EC Ordinance no. 1907/2006 (hereinafter referred to as "REACH-VO") and EU Directive 2011/65/EU (hereinafter referred to as "RoHS-RL") in the version valid at the time of delivery, and to fulfill all obligations concerning a Supplier in accordance with REACH-VO and RoHS-RL. The Supplier shall provide TRUMPF with a safety data sheet in accordance with Article 31 of REACH-VO. In addition, the Supplier shall, without special request or undue delay prior to a delivery, comply with its duty to provide information pursuant to Article 33 (1) of REACH-VO if a component or the packaging around products contains a substance as defined by Articles 57 to 59 of REACH-VO ("substance of very high concern") in a concentration by weight of above 0.1%. This information is to be sent to the e-mail inbox: product.compliance@trumpf.com. The Supplier shall guarantee that all products meet the requirements of the RoHS-RL and also confirm RoHS compliance to TRUMPF in writing.
3. TRUMPF shall only accept the ordered quantities or numbers of items. Over- or under-deliveries are only permissible after prior agreement with TRUMPF. If partial quantities have been agreed upon, the Supplier shall be obligated to notify TRUMPF of the respective remaining quantity for each partial delivery.
4. The Supplier shall pack, mark and ship the goods in accordance with the relevant regulations of the countries of origin, transit and destination and shall comply with TRUMPF's applicable regulations "Delivery of Goods from External Suppliers" (Goods Delivery Guideline available at www.trumpf.com/de_AT/unternehmen/trumpf-gruppe/lieferanten).
5. After termination of use, the Supplier shall take over the proper disposal of the goods at its own expense. The legal regulations shall be observed during disposal.

IV. Change of performance

1. If it becomes apparent during the performance of the contract that deviations from the originally agreed specification are necessary or expedient, the Supplier shall

notify TRUMPF thereof without delay. TRUMPF shall then inform the Supplier in writing whether it has to make changes to the original purchase order and, if so, which changes. If the costs incurred by the Supplier in the execution of the contract change as a result thereof, both TRUMPF and the Supplier shall be entitled to demand a corresponding adjustment of the remuneration due to the Supplier.

2. TRUMPF may request changes to the performance even after conclusion of the contract, provided this is reasonable for the Supplier. In the event of such a change to the contract, both contracting parties shall give due consideration to the effects thereof, in particular with regard to additional or reduced costs and delivery dates.

V. Delivery time

1. Agreed-upon dates and deadlines are binding. Terms of delivery run from the date of the purchase order. The date of receipt of goods by TRUMPF or by the recipient designated by TRUMPF shall be decisive for compliance with the delivery date or delivery period. If "free domicile" delivery (DAP according to Incoterms 2020) has not been agreed upon and TRUMPF has agreed to take over the transport of the goods, the Supplier shall make the goods available for loading and shipment in due time. In other cases, the Supplier shall be liable in accordance with Clause V. 4 for delays in delivery caused by the carrier.
2. If the Supplier foresees circumstances that may prevent it from delivering on time or with the agreed-upon quality, the Supplier shall notify TRUMPF immediately, stating the reasons and the expected duration of the delay.
3. Force majeure, industrial action with the exception of unlawful lockouts, operational malfunctions for which TRUMPF is not responsible, riots, official measures and other unavoidable events affecting TRUMPF, provided they are not of insignificant duration or do not result in only an insignificant reduction in TRUMPF's requirements, shall entitle TRUMPF – without prejudice to its other rights – to withdraw from the contract in whole or in part.
4. In the event of a delay in delivery, TRUMPF shall be entitled to statutory claims.
5. That said, TRUMPF shall be entitled to demand that the Supplier pays a penalty of 0.5% per week, however with a maximum of 5% of the total order value of the delivery, from the day on which the delivery delay starts. The right to assert claims for further damages remains expressly reserved. Insofar as TRUMPF fails to expressly reserve the right to assert the contractual penalty upon accepting the delayed performance, the contractual penalty accrued can be asserted within an exclusion period of ten working days following acceptance.

VI. Transfer of risk, transfer of ownership, documents

1. The risk shall pass to TRUMPF upon delivery of the goods to TRUMPF or to the recipient designated by TRUMPF. If the Supplier is obligated to install or assemble the goods at TRUMPF's premises, the risk shall not pass to TRUMPF until the goods have been commissioned.
2. Ownership of the goods shall pass to TRUMPF in accordance with any agreed Incoterm, but no later than upon delivery to the agreed delivery address.
3. A delivery note shall be attached to every delivery. Invoices shall be sent to TRUMPF at the same time as the goods are dispatched, quoting the order number. In order to avoid delayed processing at TRUMPF, invoices shall not be enclosed with the deliveries of goods, but shall be sent by separate mail; otherwise, Section VII. 3. shall apply accordingly.

VII. Prices and payment

1. The price specified in the purchase order is binding. In the absence of any written agreement to the contrary, the price shall include, in particular, the costs of packaging, shipping equipment and transport to the delivery address specified by TRUMPF as well as any tariffs and other public fees.
2. The price does not include the applicable statutory sales tax.
3. If the Supplier's invoices do not identify the ordering TRUMPF department and the date of the order, or the TRUMPF order number communicated to the Supplier, TRUMPF shall be in default at the earliest sixty days after receipt of the delivery.
4. In the event of delivery not in accordance with the contract, in particular defective delivery, TRUMPF shall be entitled to withhold payment until due performance without loss of rebates, discounts or similar payment benefits.
5. In each case, net payments shall be made within 60 days of receipt of the contractual service and receipt of the properly issued invoice. All payments shall be subject to audit in the event of subsequent complaints. In the event of default on payment, the



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Supplier may demand default interest in the amount of 5% p.a., unless TRUMPF proves lower damages. The Supplier shall be entitled to withdraw from the contract after the fruitless expiration of a reasonable grace period with threat of withdrawal, which the Supplier has set TRUMPF after the occurrence of the default on payment. The Supplier shall not be entitled to claim damages as a result of the withdrawal.

6. Payments are made only to the Supplier. The Supplier shall only be entitled to offset counterclaims if these have been legally established or are undisputed. The Supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship.

VIII. Claims for defects and recourse

1. The Supplier warrants that the goods comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations. If the subject matter of the contract does not meet these requirements, the Supplier shall notify TRUMPF in each individual case prior to commencement of delivery to TRUMPF, stating the reasons. In this case, TRUMPF shall be entitled to reject the delivery even after receipt within a period of ten working days from notification by the Supplier and to assert the statutory claims for defects.
2. The Supplier shall ensure traceability of the goods it delivers. In the event of an identified defect, traceability to the offending shipment must be possible in order to determine the status of the warranty limitation period and to identify the total quantity of affected goods. Should traceability not be possible in a warranty and/or product liability case, the Supplier shall compensate TRUMPF for any disadvantages incurred by TRUMPF as a result. If the status of the statute of limitations for the warranty of defective goods cannot be determined due to a lack of traceability, the Supplier is prohibited from raising the plea of the statute of limitations unless he can prove that the statute of limitations for the warranty has expired with certainty.
3. If the Supplier has any reservations about the type of execution desired by TRUMPF, the Supplier shall notify TRUMPF thereof in writing without delay.
4. Acceptance of the goods is subject to inspection, in particular for absence of defects and for completeness. The inspection shall be carried out on the basis of the delivery bill and shall be limited to the determination of obvious defects. TRUMPF shall inspect all deliveries as soon as this is feasible in the ordinary course of business and shall notify the Supplier in writing of any defects discovered in the process without undue delay, but no later than within ten working days of delivery to the agreed-upon delivery address; the decisive factor for compliance with the deadline shall be the timely dispatch of the notice of the defect. Defects that become apparent later shall be notified to the Supplier in writing without undue delay, but at the latest within 10 working days after discovery. In this respect, the Supplier waives objection of delayed notification of defects. In the case of consignments consisting of a large number of identical goods, TRUMPF shall inspect only 3% of the delivered goods for defects. If the goods become unsellable as a result of the inspection, a random sample of 0.5% of the delivered pieces shall be sufficient. If individual samples of a consignment of goods are defective, TRUMPF may, at its own discretion, demand that the defective items be separated out by the Supplier or assert claims for defects on account of the entire consignment of goods. If, as a result of defects in the goods, it becomes necessary to inspect the goods beyond the usual scope of the incoming goods inspection, the Supplier shall bear the costs of this inspection. Acceptance of the goods as well as processing, payment and reordering of goods which have not yet been found to be defective and for which a complaint has been made shall not constitute approval of the delivery or a waiver of claims for defects by TRUMPF.
5. Insofar as the Supplier does not immediately provide supplementary performance after being requested to do so by TRUMPF, TRUMPF shall be entitled in urgent cases, particularly in order to avert acute dangers or to avoid major damage, to remedy the defects itself at TRUMPF's usual rates of remuneration or to have them remedied by third parties at the Supplier's expense. Further claims of TRUMPF shall remain unaffected.
6. The claims for defects to which TRUMPF is entitled shall become statute-barred 24 months after delivery of the goods to TRUMPF, unless a longer limitation period exists by law. If the Supplier fulfills its supplementary performance obligation by installing or delivering spare parts, the limitation period for these parts shall start anew.
7. The Supplier shall indemnify TRUMPF against all claims asserted against TRUMPF by third parties on account of defects or faults in the goods.

8. The limitation of claims shall be suspended as long as the goods are being inspected for defects or are being repaired by the Supplier or its agents.
9. For parts of the delivery that have been repaired or overhauled within the limitation period, the limitation period shall recommence at the time when the Supplier has fully satisfied TRUMPF's claims for subsequent performance.
10. The Supplier shall be obligated to reimburse TRUMPF for expenses incurred due to the defects, in particular transport, travel, labor and material costs and, if TRUMPF has installed the defective goods in another item or attached them to another item, to reimburse TRUMPF for the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered defect-free goods.
11. In addition, the Supplier is obligated to reimburse any further damage. If and to the extent that the Supplier can prove that it is not responsible for the defect and that it is not obligated to pay damages regardless of fault on the basis of a guarantee, the Supplier shall be liable for damages at least to the extent that it can take recourse against its suppliers or obtain compensation through insurance. The Supplier undertakes to ensure that it is sufficiently entitled to warranty rights against its suppliers for this case.
12. The Supplier undertakes to maintain liability, product liability and recall insurance in accordance with good industry standards and excluding the accusation of underinsurance. The Supplier shall be released from its liability to the extent that it has insurance coverage for the damage incurred by TRUMPF which actually covers the damage. With regard to the performance claim, IX. 3. shall apply accordingly. Exclusively in the event of insolvency, the related coverage claims shall be assigned to TRUMPF in advance.
13. To the extent that claims are asserted against TRUMPF by third parties, such as its own customers, due to defects in the goods purchased from the Supplier, TRUMPF shall be entitled to recourse against the Supplier; the preceding paragraphs shall apply accordingly. If defects in the goods purchased from the Supplier only become apparent on the customer's premises, the rebuttable presumption shall apply that the defects were already present at the time of the transfer of risk from the Supplier to TRUMPF.

IX. Liability, particularly product liability

1. The Supplier's liability shall be governed by the statutory provisions unless otherwise provided for in these TEB.
2. If a claim is made against TRUMPF on the basis of product liability, the Supplier shall be obligated to indemnify TRUMPF upon first request against any and all such claims if and insofar as the damage was caused by a defect in the contractual item delivered by the Supplier. In such cases, the Supplier must indemnify TRUMPF against all costs incurred in this regard, specifically expenditure for required recall campaigns (including recall campaigns in accordance with product safety regulations) and the cost of legal enforcement. In cases of fault-based liability, the Supplier is under no such obligation provided it can demonstrate that it carries no blame. The statutory provisions apply in all other respects.
3. At the start of the contract and upon request at any time, the Supplier shall provide TRUMPF with evidence of product liability and recall insurance with a coverage of at least €5,000,000.00 per liability case. The Supplier shall maintain the insurance coverage for a period of ten years after TRUMPF has placed the processed delivery items on the market, even after complete fulfillment of the mutual contractual obligations. The Supplier hereby assigns to TRUMPF the claims arising from the product liability insurance including all ancillary rights. TRUMPF hereby accepts this assignment. Insofar as an assignment is not permissible under the insurance contract, the Supplier hereby irrevocably instructs insurance company to make any payments only to TRUMPF. Any further claims of TRUMPF shall remain unaffected.
4. Unless otherwise agreed, the Supplier shall be obliged to mark its delivery items in such a way that they are permanently recognizable as its products.

X. Property rights

1. The Supplier shall be liable for ensuring that neither the goods delivered by it nor their further delivery, processing or use by TRUMPF infringe any third party property rights, in particular utility models, patents or licenses.
2. The Supplier shall indemnify TRUMPF and TRUMPF's customers against claims of third parties arising from any infringement of property rights and shall bear all costs incurred by TRUMPF in this regard.



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3. In the event of conflicting property rights of third parties, the Supplier shall, at its own expense, obtain the consent or authorization for further delivery, processing and use, which shall also be effective for TRUMPF, from the entitled party.

XI. Provisions, tools

1. TRUMPF retains ownership of all parts provided to the Supplier. Processing or transformation at the Supplier shall be carried out for TRUMPF. If the goods subject to retention of ownership are processed with other items not belonging to TRUMPF, TRUMPF shall acquire co-ownership of the new item in a ratio of the value of the goods subject to retention of ownership to the other processed items at the time of processing. The same shall apply if the items are combined or mixed in such a way that TRUMPF loses ownership. The Supplier shall store new items free of charge for TRUMPF.
2. The Supplier shall inspect the new provisions to ensure that they are free of defects. If a part provided by TRUMPF is culpably damaged or destroyed within the Supplier's area of responsibility, the Supplier's liability shall also extend to repair, or the replacement of the part provided.
3. TRUMPF retains ownership of tools paid for or provided TRUMPF. The Supplier shall use the tools exclusively for the manufacture of the goods ordered by TRUMPF.

XII. Non-disclosure

1. The contracting parties undertake to keep all information arising from the cooperation strictly confidential, unless it is generally known, has been lawfully acquired from third parties or has been independently developed by third parties, and to use it exclusively for the purposes of the contract. The protected information includes, in particular, technical data, know-how, purchase quantities, prices as well as information on products and product developments, on current and future research and development projects, and all corporate data of the other contracting party.
2. The Supplier is furthermore obligated to keep all illustrations, drawings, calculations, and other documents received strictly confidential and to only disclose them to third parties with the prior written consent of TRUMPF, unless the information contained therein is generally known.
3. If necessary, the Supplier shall obligate sub-suppliers accordingly.
4. At the request of TRUMPF at any time, but no later than upon termination of the contract, all information originating from TRUMPF (including copies or recordings made, if applicable) and items provided on loan shall be returned to TRUMPF immediately and in full, unless the Supplier still needs them to fulfill its contractual performance obligations towards TRUMPF. TRUMPF reserves all rights to such confidential information, including copyrights, industrial property rights, patents, utility models, etc.
5. Products manufactured according to designs, documents, models or the like originating from TRUMPF or according to information marked as confidential may only be used by the Supplier for the purposes stipulated in the contract; in particular, they may neither be offered, nor ordered, nor delivered to third parties.

XIII. Data protection

1. When initiating and executing a contract, the processing of contact and interaction data on the respective contact persons of the Supplier is necessary. TRUMPF processes this personal data on the basis of a legitimate interest in ensuring the traceability of the business relationship and in supporting communication during the processing of the contractual relationship.
2. If the contractual performance concerns several or all companies of the TRUMPF Group, the information shall also be passed on to them. This may also include companies of the TRUMPF Group outside Europe. An appropriate level of data protection in compliance with Art. 44 et seq. of GDPR is ensured within the TRUMPF Group.
3. For the initiation and processing of contracts and subsequent deliveries, TRUMPF shall transmit the contact data of its own contact persons to the Supplier to enable orderly communication. The Supplier may only use this data for the performance of the respective contractual relationship with TRUMPF. In addition, the Supplier undertakes to comply with an appropriate level of data protection.

XIV. TRUMPF Code of conduct for suppliers

1. The *TRUMPF Code of conduct for suppliers* shall become an integral part of the contract in the version valid at the time. The Supplier undertakes to comply with it. The *TRUMPF Code of conduct for suppliers* is available at www.trumpf.com/de_DE/unternehmen/trumpf-gruppe/lieferanten/.

XV. TRUMPF Cyber Security Requirements

1. Cybersecurity is a high priority for TRUMPF and TRUMPF makes significant efforts to establish and maintain an adequate level of protection for information and data. Consequently, TRUMPF requires suppliers to maintain an adequate level of cyber security. The TRUMPF Cyber Security Requirements, as amended from time to time, become part of the contract and obligate the supplier to comply with them. The *TRUMPF Cyber Security Requirements* are available at www.trumpf.com/s/suppliers.

XVI. Final provisions

1. The Supplier shall not transfer the order or substantial parts of the order to third parties without the prior written consent of TRUMPF.
2. As soon as the Supplier suspends payments, TRUMPF shall be entitled to withdraw from the contract in whole or in part.
3. The contractual relations shall be governed by Austrian law, to the exclusion of the conflict of laws provision and the UN Convention on Contracts for the International Sale of Goods. Should individual parts of these Conditions of Purchase be legally invalid, the validity of the remaining provisions shall not be affected thereby.
4. The place of jurisdiction shall be Linz, Austria. TRUMPF reserves the right to bring legal action at any other permissible place of jurisdiction.