

1. Applicability

The legal relationship between THIEN eDrives GmbH (hereinafter "THIEN") and the Supplier shall be governed exclusively by these Terms and Conditions of Purchase and any other written individual agreements. Amendments and additions must be made in writing. The Supplier's general terms and conditions and other terms and conditions shall not apply, even if they are not expressly contradicted in individual cases. These Terms and Conditions of Purchase shall form the basis of all future individual contracts between THIEN and the Supplier, whilst simultaneously excluding any general terms and conditions to the contrary. Furthermore, these Terms and Conditions of Purchase apply only to contracts with businesses.

2. Conclusion of Contract, Amendments, Force Majeure, Subcontractors

2.1

Supply contracts (order and acceptance) and delivery calls, as well as any amendments and additions thereto, must be in writing (PDF documents sent by email satisfy the written form requirement). Delivery calls may also be made by remote data transmission. All offers and any cost estimates provided by the Supplier are free of charge. If the Supplier does not accept the order within five (5) days of receipt, THIEN shall no longer be bound by the order. Any subsequent acceptance of the offer by the Supplier shall then be deemed an offer which may be accepted by THIEN within fourteen (14) days. Delivery calls shall become binding at the latest if the Supplier does not object within three (3) days of receipt.

2.2

THIEN may, within reasonable limits for the supplier, request changes to the design and specification of the delivery item. In such cases, the consequences, in particular with regard to additional or reduced costs and delivery dates, shall be settled by mutual agreement in an appropriate manner.

2.3

Strikes, lockouts and cases of force majeure shall release THIEN from any agreed purchase obligations.

2.4

The subcontracting of orders requires the prior approval of THIEN. In the event of any breach, THIEN shall be entitled to withdraw from the contract without notice and without compensation and to claim damages.

3. Delivery dates and delivery periods / Delay in delivery

3.1

Delivery must take place on the date specified in the contract or the order, or at the latest on the final day of the period specified therein. Delivery periods defined by a specific timeframe shall commence on the date of the order. Compliance with the delivery date or delivery period shall be determined by the date on which THIEN receives the full order, including all documentation. If delivery "ex works/EXW (Incoterms 2020)" has been agreed, the supplier must make the goods available in good time, taking into account the usual time required for loading and dispatch. Deliveries must be handled in accordance with THIEN's instructions.

3.2

The Supplier is obliged to notify THIEN immediately in writing if there is a risk of a delay in delivery. In the event of a delay in delivery, THIEN is entitled to claim from the Supplier, irrespective of fault, a penalty for delay amounting to 1% of the total contract value for each day of delay

commenced, but not exceeding a total of 25% of the total contract value. THIEN reserves the right to claim further damages and other claims. If the Supplier – for whatever reason – fails to fulfil its obligations by the agreed delivery date or within the agreed delivery period, THIEN shall be entitled, in particular, to withdraw from the contract in whole or in part following the fruitless expiry of a grace period. If prototype samples or partial deliveries have repeatedly been provided by the Supplier in an unusable condition or with delay, or if the Supplier is at fault for any other delay in delivery, THIEN shall be entitled to withdraw immediately and without compensation from the contract in whole or in part, and also from all other contracts relating to goods not yet delivered or delivered goods which cannot be used in an appropriate manner without the goods affected by the delay in delivery.

4. Delivery

4.1

Unless otherwise agreed in writing in individual cases, the Supplier shall deliver to the shipping address specified in clause 20 in accordance with DDP (Incoterms 2020), both in cross-border trade and, mutatis mutandis, in domestic trade. The associated costs are included in the price. However, THIEN is entitled, both in cross-border and, mutatis mutandis, in non-cross-border trade, to opt for delivery in accordance with EXW at the Supplier's works (Incoterms 2020) or in accordance with any other clause of Incoterms 2020 specified by THIEN, subject to a deduction for the cost reduction associated with this delivery compared to a delivery in accordance with DDP (Incoterms 2020) to the shipping address specified in clause 20.

4.2

If the delivery of the ordered parts is based on the manufacturer's or supplier's catalogues, lists, data sheets, etc., these must be made available to THIEN prior to the first delivery and in the event of any new editions.

4.3

Any dispatch notification must be sent to THIEN at the delivery address specified in clause 20. Each delivery must be accompanied by a delivery note on which the consignment number, order number, item number and product code of THIEN must be noted.

5. Invoice

Invoices must not be enclosed with the goods but must be sent separately to THIEN. As with the delivery note, the full sequence of numbers must also be stated on each invoice.

6. Prices, payment, assignment

6.1

The agreed prices are fixed prices and, unless otherwise agreed in writing, include delivery in accordance with DDP (Incoterms 2020) to the delivery address specified in clause 20, in particular packaging suitable for the product and its protection against transport damage, transport insurance, import and other duties, and statutory VAT.

6.2

Invoices shall be paid as follows: on the 25th of the month following the verifiable receipt of the invoice and the unobjected receipt of the goods with a 3% discount, or net 90 days from the verifiable receipt of the invoice and the unobjected receipt of the goods. In the event of a faulty or incomplete delivery, THIEN shall be entitled to withhold payment until proper and complete fulfilment has been achieved. In the event of acceptance of early deliveries, the due date shall be based on the agreed delivery date.

6.3

The Supplier is not entitled, without THIEN's prior written consent, to transfer its existing rights and/or obligations towards THIEN to third parties, in particular to assign its claims against THIEN or to have them collected by third parties.

6.4

For all methods of money transfer, the date on which THIEN sends the payment instruction, transfer order, etc. from the payment institution shall be decisive for the timeliness of the payment. All payments are made subject to verification of the correctness and final acceptance of the goods within the meaning of clause 9.

7. Labelling of goods subject to export authorisation

The Supplier is obliged to mark goods subject to export authorisation and to state the customs tariff number and the number from the European export list. The supplier is further obliged to draw attention in its order confirmation or invoice to items subject to export authorisation or to US re-export regulations and to provide THIEN with the relevant export list number as well as the customs code number.

8. Operating resources

8.1

Unless a separate tool loan agreement has been concluded between THIEN and the Supplier, the following provisions shall apply to equipment:

Tools, fixtures, technical documentation, drawings, models, etc. originating from THIEN (hereinafter the "equipment") remain the exclusive property of THIEN and, including any duplicates that may have been produced, must be returned to THIEN unsolicited upon request or upon completion of the order or termination of the business relationship. All intellectual property rights to such equipment to which THIEN is entitled remain unaffected. Equipment may not be used for third parties, transferred to third parties or otherwise made accessible to them without the prior written consent of THIEN. Any right of retention on the part of the supplier in respect of the equipment, for whatever reason, is excluded. Any copying or reproduction of the equipment is permitted only to the extent that it is absolutely necessary for the performance of an order placed by THIEN.

8.2

If the Supplier has equipment manufactured specifically for an order placed by THIEN – or manufactures it itself – and if this equipment has been paid for or amortised by THIEN in accordance with the agreement, either in full or in part, then ownership of the equipment shall pass to THIEN upon payment or amortisation. The transfer of possession is replaced by the Supplier, on the basis of a contract concluded herewith, taking the equipment into custody for THIEN free of charge in accordance with the progress of payment or amortisation, and by the Supplier declaring in advance that the equipment is deemed to have been handed over to THIEN and to be the property of THIEN (anticipated transfer of possession). Where necessary, the supplier shall take all steps to effect the corresponding transfer of ownership to THIEN, whilst complying with the provisions on transfer of ownership laid down by the applicable private international law. The same applies to the establishment of a co-ownership relationship in the event of partial payment or partial amortisation. The ownership to which THIEN is entitled must be clearly indicated both on the equipment and in the accounts. If the business relationship ends before full payment or amortisation has been made, THIEN shall be entitled to demand the return of the equipment and the full transfer of ownership to THIEN, concurrently with payment of the

difference between the payments already made and the agreed payments. If THIEN does not exercise this right in cases of the absence of warranted characteristics or of defects, THIEN shall be entitled to reclaim payments made for equipment or amortisation amounts. In all other respects, the provision of paragraph 8.1 shall apply mutatis mutandis to the cases covered by this paragraph.

8.3

Insofar as operating resources provided or financed by THIEN are used by the Supplier for production, the useful life of which has not yet been reached, and the Supplier, for whatever reason, does not make any further deliveries to THIEN, the Supplier shall be obliged to reimburse THIEN for the proportionate costs of the operating resource. The costs to be reimbursed shall be determined pro rata on the basis of the ratio of the quantity produced and delivered to date to the nominal service life of the respective operating resources.

8.4

The supplier is obliged to insure the equipment belonging to THIEN at replacement value against fire, water and theft at its own expense. It is obliged to handle the equipment properly and professionally, to ensure its proper maintenance and to carry out or arrange for any necessary maintenance and repair work to be carried out properly and professionally at its own expense and in a timely manner.

9. Warranty, Liability, Recall

9.1

There shall be no obligation or duty to inspect or give notice of defects prior to complete delivery or performance.

9.2

The Supplier acknowledges that THIEN shall carry out the initial inspection in the proper manner by taking, to a reasonable extent, individual and random samples to verify the identity of the delivered goods immediately upon delivery, and at the latest within 10 working days. The provisions of Section 366 of the Austrian Commercial Code (UGB) and any comparable provisions are expressly excluded.

9.3

THIEN is not obliged to carry out technical functional tests or other inspections.

9.4

THIEN shall notify the customer immediately, at the latest within 14 days, of any defects in the delivery revealed by the aforementioned inspections; hidden defects in the delivery shall be notified within a period of 14 days after THIEN has become aware of the hidden defect.

9.5

The Supplier warrants that the delivery item corresponds to the current state of the art and is free from defects that impair its value or suitability, and that it complies with the conditions specified in the order letter. The Supplier further warrants that the delivery item complies with current official and statutory regulations, in particular the relevant occupational health and safety and accident prevention regulations, even if it is a custom-made product. If a defect becomes apparent within six (6) months of the transfer of risk, it shall be presumed that the defect was already present at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

9.6

In the event of a delivery or service that does not meet the requirements set out in clause 9.5, THIEN shall, at its discretion, be entitled to subsequent performance by way of rectification or replacement – if necessary, using different designs or material compositions – or to a price reduction or withdrawal from the contract. Further claims arising from defective delivery or performance in accordance with statutory and contractual provisions, in particular claims for damages, remain unaffected.

9.7

Where necessary, the Supplier must carry out remedial work by operating in multiple shifts or by working overtime or on public holidays, provided this is required for urgent operational reasons on THIEN's part and is reasonable to expect of the Supplier. The Supplier shall bear all costs associated with the remedial work, including those incurred for inspecting and identifying the defects and those arising from dismantling and reassembly.

9.8

If the Supplier defaults on the obligation to remedy the defect, or if immediate rectification is necessary to safeguard THIEN's interests, THIEN may – in the latter case after notifying the Supplier thereof – have the defect remedied by third parties or arrange for it to be remedied itself, at the Supplier's expense. THIEN may also, in any event, remedy minor defects itself, i.e. without the conditions set out in the first sentence, or have them remedied; the Supplier shall receive a report on this from THIEN upon completion of the subsequent performance.

9.9

The period for asserting warranty claims for the goods delivered by the Supplier is 36 months, commencing upon acceptance of the goods by THIEN. The limitation period shall be extended by the duration of the supplier's remedial measures, from the date on which THIEN sends the notice of defects until the supplier declares in writing that the measures have been completed or refuses further remedial action in writing. In the event of THIEN carrying out the remedial work itself in accordance with paragraph 9.8, the warranty period shall be extended by the period until the completion of the remedial work.

9.10 The provisions of Section 933b of the Austrian Civil Code (ABGB) regarding recourse within the supply chain remain unaffected.

9.11 In the event of legal defects, in particular infringements of third-party industrial property rights, the Supplier shall also indemnify THIEN against any claims that third parties may have. A limitation period of 10 years shall apply to legal defects.

9.12

The statutory provisions shall apply with regard to any claims for damages and/or reimbursement of expenses by THIEN.

9.13

If THIEN is held liable by customers or third parties for damages arising from product liability, regardless of the legal basis and whether under domestic or foreign law, the Supplier shall indemnify THIEN against such claims – including the associated legal defence costs – insofar as the Supplier has caused the damage and – where fault-based liability applies – is responsible for the facts giving rise to liability. If the cause of the damage lies within the Supplier's sphere of responsibility, the Supplier shall bear the burden of proof in this respect. In such cases, the Supplier shall also bear all costs and expenses of any recall campaign. In all other respects, the statutory provisions shall apply. The Supplier must take out product liability insurance with sufficient cover and, upon request, provide THIEN with proof of such cover.

10. Certification, duty to notify

10.1

THIEN has implemented a quality management system in accordance with ISO/TS 16949 or ISO 9001. Certified suppliers are therefore preferred.

10.2

If the supplier intends to change a part to be supplied to THIEN with regard to the material or the manufacturing process, the supplier must notify THIEN in advance of the intended change, observing the following deadlines:

- Standard products: at least 12 months;
- Customised products for THIEN: at least 18 months.

11. Material Compliance / Raw Materials

With regard to the mandatory requirements for material compliance to be observed by the supplier, please refer to THIEN's separate Material Compliance Guideline, which is available at www.thien-edrives.com.

12. TeD Code of Conduct for Business Partners

The TeD Code of Conduct for Business Partners, in its currently valid version, forms an integral part of these Terms and Conditions of Purchase. The business partner undertakes to comply with the requirements and principles set out therein. The Code of Conduct is available at www.thien-edrives.com.

13. Samples

If samples are submitted to THIEN by the supplier after the order has been placed, these must be approved in writing by THIEN before the supplier commences series production. Except in the case of standard and standardised parts, the submission must be accompanied by an initial sample report.

14. Spare parts deliveries

Spare parts for all types of deliveries must be kept in stock for a period of ten (10) years from the date of the last delivery and dispatched immediately upon request.

15. Provision of fitters

The supplier of plant, machinery and equipment undertakes – even beyond the warranty or guarantee period – to provide fitters at THIEN's request to rectify faults or carry out repairs at the site specified by THIEN.

16. Trade and business secrets

Unless a separate confidentiality agreement has been concluded between THIEN and the Supplier which remains in force, the following shall apply:

Information and documents of a technical and/or commercial nature (e.g. sketches, drawings, construction documents, samples, models, parts lists, technical specifications, scope of order, special conditions) provided to the supplier during meetings, enquiries, the placing of orders, etc., or otherwise becoming known to the supplier in the course of the cooperation, shall constitute

trade and business secrets within the meaning of Sections 11 et seq. UWG. This information and/or documentation may not be reproduced, made accessible to third parties, disclosed to them, or otherwise misused without the prior written consent of THIEN, unless it is generally known or has otherwise lawfully come to the Supplier's knowledge. The Supplier shall ensure that its subcontractors are bound by these obligations. This information and/or documentation is the intellectual property of THIEN. THIEN reserves the right to obtain or register industrial property rights in respect of such information and/or documentation. The supplier undertakes to keep confidential the results or partial results produced by it in fulfilment of THIEN's order and to use them exclusively for the fulfilment of the respective order. Documents and/or information (in particular samples, drawings, models) made available to the Supplier by THIEN must be returned to THIEN free of charge upon request or permanently deleted (an exception applies to backups during the usual backup periods) as soon as they are no longer required for the execution of the enquiries or orders. The Supplier may advertise its business relationship with THIEN, but must inform THIEN of such advertising.

17. Provision of materials and parts

If the supplier receives materials and/or parts from THIEN – or from third parties acting on THIEN's behalf – for the purpose of fulfilling an order from THIEN, the supplier must store these items separately with the diligence of a prudent businessman. THIEN's ownership must be clearly indicated both on the items provided and in the business records. The materials provided may only be used for the performance of the order placed by THIEN. Should the supplier acquire co-ownership of the materials provided through combination or mixing (Sections 414 et seq. of the Austrian Civil Code (ABGB)), or should ownership of the materials provided pass to the supplier, the supplier hereby transfers its share of co-ownership or such ownership to THIEN. The transfer of possession is replaced by the supplier taking the item into custody for THIEN on the basis of a contract concluded herewith.

18. Severability clause

Should individual provisions of these Terms and Conditions of Purchase or of contracts concluded on the basis of these Terms and Conditions of Purchase be or become wholly or partially invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions of Purchase or of contracts concluded on the basis of these Terms and Conditions of Purchase. The contracting parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. This shall also apply if the invalidity or unenforceability of a provision is based on a standard of performance or time specified in these Terms and Conditions of Purchase or in contracts concluded on the basis of these Terms and Conditions of Purchase; in such cases, a legally permissible standard of performance or time that comes as close as possible to the intended purpose shall be agreed. The same applies should a gap in the provisions requiring supplementation arise in these Terms and Conditions of Purchase or in contracts concluded on the basis of these Terms and Conditions of Purchase.

19. Place of performance

The place of performance for all services arising from contracts concluded under these Terms and Conditions of Purchase is the location specified in Clause 20.

20. Jurisdiction, applicable law

19.1

Both parties agree to the exclusive jurisdiction of the court at THIEN's registered office. THIEN shall also be entitled to bring proceedings before the court having jurisdiction over the Supplier or before any other court which may have jurisdiction under national or international law.

19.2

The substantive law of the Republic of Austria shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

21. Full postal address

THIEN eDrives GmbH
Millennium Park 11, 6890 Lustenau, Austria