General Terms and Conditions of Purchase of AVL DiTEST GmbH

1. Validity of the Terms and Conditions of Purchase

1.1. The following General Terms and Conditions of ***Purchase of*** AVL DiTEST GmbH (hereinafter also referred to as "***Terms and Conditions of Purchase"***) shall apply, unless expressly agreed otherwise, to all legal relationships between AVL DiTEST GmbH, Companies Register number FN 184043 b, Alte Poststraße 156, 8020 Graz, Austria (hereinafter also referred to as *AVL DiTEST"*) and its suppliers (hereinafter also referred to as "Supplier(s)"), provided that the Supplier is an entrepreneur. Any deviating or supplementary provisions of the Supplier shall be expressly excluded or shall apply only if expressly acknowledged in writing by AVL DiTEST.

1.2. These Terms and Conditions of Purchase shall be binding for all present and future business transactions with the Supplier. This shall also apply if no express reference is made to the Terms and Conditions of Purchase.

1.3. Insofar as framework agreements have been concluded between AVL DiTEST and the Supplier and regulate deviations from the Terms and Conditions of Purchase, the deviating provisions of the framework agreements shall take precedence. In this case, the remaining provisions of the Terms and Conditions of Purchase shall remain in full force and effect.

1.4. AVL DiTEST reserves the right to (unilaterally) amend the Terms and Conditions of Purchase for the individual case. Such amendments must be made at AVL DiTEST's reasonable discretion, must be in writing and shall apply only to the individual case in question. In the event that one and the same amendment to the Terms and Conditions of Purchase has been made for several successive individual cases, the Supplier may not derive any claim therefrom for subsequent business cases.

2. Orders

2.1. Unless otherwise agreed in writing with AVL DiTEST, the Supplier's offer shall be binding for at least 14 days.

2.2. The Supplier shall send AVL DiTEST a written order confirmation within 3 working days of receipt of the order. The order confirmation must correspond to the order and contain, in particular, the delivery time, order number, delivery date, Incoterm, payment terms, and prices. Changes to the order shall only be valid if they are confirmed in writing by AVL DiTEST.

2.3. If AVL DiTEST does not receive the Supplier's written/electronic order confirmation within 14 days of dispatch of the order, AVL DiTEST shall be entitled to revoke the respective order without the Supplier being entitled to any claims against AVL DiTEST as a result.

2.4. The transfer of AVL DiTEST orders, in whole or in part, may only take place with the prior written consent of AVL DiTEST. Violation of this provision shall entitle AVL DiTEST to revoke the underlying order. In the event of a justified revocation, the Supplier shall not be entitled to any claims whatsoever against AVL DiTEST. The Supplier must reimburse AVL DiTEST for the expenses already incurred by it.

2.5. The assignment of claims and the transfer of the collection of claims against AVL DiTEST to third parties shall be excluded. Any violation of this provision shall entitle AVL DiTEST to revoke the underlying order. In the event of a justified revocation, the Supplier shall not be entitled to any claims whatsoever against AVL DiTEST. The Supplier must reimburse AVL DiTEST for any expenses already incurred by it.

2.6. If the Supplier ceases to make payments or if an application is made by the Supplier itself or by a creditor to open insolvency proceedings against the Supplier's assets, AVL DiTEST shall be entitled, without prejudice to any other rights, to withdraw from the contract or to terminate the contract with immediate effect. The Supplier shall be obliged to inform AVL DiTEST of such circumstances immediately.

3. Delivery

3.1. The stated delivery dates shall be binding (fixed delivery dates) and shall be understood as the time of receipt of the goods at the destination specified in the respective order, or, in the absence of such, at the registered office of AVL DiTEST. If compliance with the delivery date is jeopardized, the Supplier shall be obliged to notify AVL DiTEST thereof in writing without delay. If the notification is omitted or delayed and if the Supplier is responsible for the omission or delay of the notification, the Supplier must compensate AVL DiTEST for the damage which could have been averted if the notification had been made in good time. AVL DiTEST shall have the right to withdraw from the contract within 14 days without setting a grace period or to accept the postponement of the delivery date. This shall not affect any further claims on the part of AVL DiTEST.

3.2. In the event that AVL DiTEST accepts a postponed delivery, AVL DiTEST expressly reserves the right to charge a penalty of 1% per commenced week of delay (commencing on the Monday following the week of delivery), but no more than 5% of the total order volume of the respective order, irrespective of damage and fault. AVL DiTEST's right to demand compensation for any additional damage caused by the delay in delivery shall remain unaffected.

3.3. In the event of delivery date overruns for which the Supplier is responsible, the latter shall be obliged to use the fastest means of transport available, irrespective of the mode of shipment specified/stated in the order, in order to reduce the delay. The additional costs for this shall be borne by the Supplier.

3.4. Partial deliveries or services and advance deliveries shall require the written approval of AVL DiTEST, except for deliveries up to a maximum of 7 days before the agreed date, in which case the payment periods shall not commence until the contractually agreed delivery date or upon receipt of the invoice, whichever is later.

3.5. Unless otherwise agreed in writing, deliveries shall be made DAP (Incoterms 2010) to the destination indicated in the order, or, in the absence of such, to the registered office of AVL DiTEST. Packaging shall be selected in consideration of the relevant packaging standards, in particular the AVL DiTEST Delivery and Packaging Regulations (https://www.avlditest.com/index.php/de/startseite.html), in such a way that damage-free delivery and efficient manipulation by AVL DiTEST is ensured. Suppliers to whom the packaging regulation applies shall be obliged to disclose their disposal license number to Altstoff Recycling Austria (ARA) or to inform AVL DiTEST of how the Supplier will dispose of the packaging materials delivered. In the absence of such information, AVL DiTEST shall be entitled to return the packaging Carriage Paid To or to invoice the disposal costs.

3.6. In the event of a specially agreed release for delivery by AVL DiTEST, the latter shall be entitled to extend the delivery period by up to 90 days. In this case, the Supplier shall be obligated to carefully store the goods free of charge until AVL DiTEST releases them for delivery. Likewise, in the event of short-time work, interruption of operations and other cases which prevent AVL DiTEST from accepting deliveries through no fault of its own, AVL DiTEST shall be entitled to arrange a suitable alternative date and the Supplier shall be obliged to store the goods free of charge at its own risk.

3.7. Retention of title has not been agreed.

4. Contracts for Work

4.1. This item contains additional conditions for the provision of services under a contract for work and services ("Work") by the Supplier.

4.2. The Supplier shall perform the work by the agreed date. The contract shall be deemed to have been fulfilled when the work has been accepted in its entirety by AVL DiTEST in writing.

4.3. The Supplier shall essentially use its own operating resources in the production of the work. The Supplier shall not be bound to any hours of service, place of service, or instructions from AVL DiTEST. It acknowledges that no employment relationship with AVL DiTEST can be derived from this order. There shall be no personal obligation to perform on the part of the Supplier. The Supplier shall be solely responsible for taxation of the remuneration and payment of social security contributions. The Supplier shall assure AVL DiTEST that it fulfils all the requirements necessary for the performance of the work (social insurance and trade law) and that it will provide AVL DiTEST with the relevant evidence if required. The Supplier undertakes to pay stipulated minimum wages and agreed surcharges, including social security contributions, within the framework of statutory and collectively agreed provisions, in particular the Posted Workers Act (Arbeitnehmer-Entsendegesetz) and the relevant collective agreements. Furthermore, the Supplier undertakes to inform AVL DiTEST if investigations are initiated against the Supplier by the competent authority due to a violation of provisions under the law on work permits or residence permits or due to a violation of the Posted Workers Act. Furthermore, the Supplier undertakes to indemnify AVL DiTEST and hold AVL DiTEST harmless against any adverse consequences resulting from the non-fulfillment of the above obligations.

5. Prices and Payment

5.1. Unless otherwise agreed in writing, the prices stated in the order shall be fixed prices and shall include all services necessary for proper performance of the contract. If no prices are specified in the order, the Supplier shall inform AVL DiTEST of the prices in advance. The respective individual contract shall not be concluded until AVL DiTEST agrees to the announced prices.

5.2. Unless otherwise agreed in writing, payment shall be made after receipt of the goods in accordance with the contract or acceptance of the work by us and receipt of the proper and auditable invoice, at AVL DiTEST's discretion:

- up to 15 days after receipt of invoice with 3% discount;
- up to 30 days after receipt of invoice with 2% discount; or
- no later than 60 days after receipt of invoice net (without discount).

5.3. In the event of acceptance of early deliveries, the due date shall be determined by the originally agreed delivery date or by the receipt of the invoice, whichever is later (see also item 3.4.).

5.4. In the event of a defect covered by warranty and in the event of incomplete deliveries, AVL DiTEST shall be entitled to defer payment until the defect has been properly remedied or the delivery is complete.

6. Warranty

6.1. The Supplier shall provide full warranty for the period of 24 months for all deliveries and services. The presumption provision of Section 924 of the Austrian General Civil Code (*ABGB"*) shall be expressly agreed. In the event of defects occurring during the warranty period, AVL DiTEST shall be free to choose the type of warranty (improvement, replacement, price reduction, or redhibition). All costs associated with the determination and rectification of defects, including those incurred by AVL DiTEST, such as inspection costs, transport, dismantling and (re)installation costs, shall be borne by the Supplier. The warranty period shall be suspended for the duration of improvement work until the defects have been successfully remedied. For parts replaced or repaired under warranty, a warranty period of 24 months from replacement or repair shall apply once again. The place of performance for rectification of defects under the warranty obligation may be determined by AVL DiTEST at its own reasonable discretion. Further legal provisions shall remain unaffected.

6.2. For hidden defects which are not recognizable at the time of acceptance or takeover, the warranty period shall only commence from the time of their recognition.

6.3. In those cases in which the Supplier does not meet its warranty obligation within a reasonable period of time upon request and also in other particularly urgent cases, AVL DiTEST shall be entitled, without further ado, to remedy the defects itself or have them remedied by a third party at the Supplier's expense. If it is not possible to remedy the defect, AVL DiTEST shall be entitled to procure a replacement elsewhere at the Supplier's expense. Likewise, in the event of repeated warranty cases, AVL DiTEST shall be entitled to intervene in a supportive manner for troubleshooting and fault elimination at the Supplier's expense.

6.4. Damages incurred by AVL DiTEST due to defective performance must be compensated by the Supplier.

6.5. Should AVL DiTEST, as the manufacturer of the end product, incur liability for damage attributable to defects in the basic material or partial product supplied by the Supplier, the Supplier shall indemnify AVL DiTEST against such liability and provide full recourse, irrespective of fault.

6.6. The Supplier agrees that its deliveries/services shall not be subjected to an incoming inspection but shall only be inspected by AVL DiTEST during further project processing or, if such inspection does not take place, after handover to the customer. It shall therefore waive any earlier obligation to inspect and notify defects within the meaning of Section 377(1) of the Austrian *Commercial* Code ("*UGB"*). Payment by AVL DiTEST shall not imply acceptance of the goods without reservation.

7. Goods with Digital Elements/Digital Services

7.1. The Supplier undertakes to provide and install available program improvements, such as upgrades, as well as to adapt the software to new legal framework conditions and to establish compatibility with new hardware or software from AVL DiTEST, insofar as this does not involve a complete renewal.

7.2. In the event of goods with digital elements as well as digital services, the Supplier shall be liable for ensuring that AVL DiTEST is provided—after prior notification—with any updates that are necessary for the goods or the digital service to continue to comply with the individual contract for a period of 10 years after complete delivery. Any exclusion of this update obligation shall be invalid.

8. Product Liability

8.1. The Supplier shall be obligated to compensate AVL DiTEST for such damages (including consequential damages and other indirect damages) that AVL DiTEST incurs due to a defect in the delivery item. Exclusions and limitations of liability shall not be accepted. If a claim is made against AVL DiTEST in accordance with the provisions of domestic or foreign product liability regulations due to the defectiveness of the product, which is based on defects in the goods delivered by the Supplier, the Supplier shall be obligated to indemnify AVL DiTEST against all claims based on a defect in the delivered parts. In addition to compensation payments to third parties, the Supplier's obligation to pay compensation shall also include the costs of legal defense, recall costs, testing costs, installation and removal costs, as well as the administrative and other expenses incurred by AVL DiTEST for the settlement of claims.

8.2. The Supplier shall be obligated to take out product liability insurance at its own expense for the duration of the contractual relationship and for a reasonable period beyond that (at least 10 years) to cover all risks arising from the contractual relationship in question; such insurance shall also - if and insofar as it can be covered - include the recall risk, and the Supplier must provide AVL DiTEST with evidence thereof upon request. The insurance coverage of the product liability insurance must be global in scope (including the USA/Canada) and comply with the respective maximum liability limits of the Austrian Product Liability Act with regard to scope and duration, unless a special agreement has been concluded on this matter. The Supplier must provide AVL DiTEST with proof of insurance coverage within 10 days of signing the contract without being requested to do so.

9. Spare Parts, Means of Production and Input Materials

9.1. The Supplier shall prepare spare parts lists together with AVL DiTEST for the respective projects carried out, which shall contain the prices and delivery times of the spare parts. The Supplier shall guarantee the availability of the spare parts contained in these lists for a period of 15 years after completion of the delivery and shall also transfer this obligation to all of its subcontractors. Should a spare part no longer be available within this period, the Supplier shall supply a technical replacement solution; the delivery period of which may not be longer than the originally agreed delivery period for the spare part concerned.

9.2. Means of production made available to the Supplier by AVL DiTEST must be handled with care and kept at the disposal of AVL DiTEST for 15 years from the last production date after completion of the delivery. The Supplier shall oblige all of its subcontractors to comply with the same. The means of production must be returned to AVL DiTEST immediately upon request.

9.3. Means of production which the Supplier has manufactured or procured and for which the manufacturing costs (tool costs) have been paid by AVL DiTEST shall become the property of AVL DiTEST from the time of complete manufacture or procurement. In the event of means of production which have been manufactured or procured with a cost sharing of at least 50% by AVL DiTEST, the pro rata co-ownership shall pass to AVL DiTEST from the time of complete manufacture or procurement. The circumstance of (co-)ownership must be marked on the means of production. Item 9.2 shall also apply to these means of production manufactured by the Supplier at the expense of AVL DiTEST. If the Supplier is not in a position to keep these means of production at the disposal of AVL DiTEST for 15 years in a condition ready for use, the Supplier shall be obliged to notify AVL DiTEST thereof in writing and to hand over the means of production to AVL DiTEST upon request.

9.4. In the event of damage, loss or destruction of input materials provided by AVL DiTEST (semi-finished products, castings, pre-machined parts, etc.), AVL DiTEST must be reimbursed by the Supplier for their replacement costs or shall procure them itself at its own expense.

9.5. Within the scope of its duty to warn pursuant to Section 1168a ABGB, the Supplier must inform the purchaser indicated on the order in writing in a timely and complete manner.

10. Conformity, Quality, Documentation and Free and Open Source Software

10.1. The goods to be delivered must comply with the respective applicable domestic and foreign regulations (in particular, but not exclusively, the safety, accident prevention and environmental regulations, the relevant ordinances and directives of the ÖVE/VDE regulations, REACH Regulation (EC) No 1907/2006 and RoHS Directive 2011/65/EU, in each case as amended), the recognized latest rules and standards of technology, as well as precisely with the documents underlying the order, such as drawings, descriptions, samples, specifications, conditions of acceptance, quality assurance agreements, etc. The Supplier shall hand over all required data sheets and information leaflets and label its deliveries in accordance with the respective applicable regulations (e.g., CLP Regulation (EC) No 1272/2008, as amended).

10.2. AVL DiTEST is certified according to ISO 14001, ISO 9001, ISO/IEC 27001, and TISAX (Trusted Information Security Assessment Exchange) and accredited according to ISO/IEC 17025. The Supplier shall establish a quality management system that complies with the requirements of ISO 9001, carry out quality control that is suitable in terms of type and scope and corresponds to the state of the art, and develop in the direction of ITAF 16949 and a zero-defect philosophy.

10.3. Use of free and open source software:

Definition: Free and open source software: Free and open source software" or "FOSS": Software whose license terms meet the requirements of the "Open Source Definition" (https://opensource.org/osd) of the "Open Source Initiative" and is accordingly licensed by the respective rights holders to anyone for comprehensive royalty-free use and whose source code is available, and/or whose license terms have been recognized by the "Open Source Initiative" and/or the "Free Software Foundation" as free software licenses or open source software licenses on their websites, and/or which is offered as public domain software.

10.4. Prerequisite for the Use of FOSS

10.4.1. FOSS may be used, distributed, licensed, transferred, or otherwise made available to AVL DiTEST in products, technologies, and services (including hardware with integrated software) or developed for AVL DiTEST (hereinafter: "Contract Products") only if all license requirements of the FOSS used are met and all of the following conditions are complied with.

10.4.2. The use of FOSS in the Contract Products may not be carried out in a way that triggers a copyleft effect for newly developed or pre-existing proprietary software within the scope of the contract. Exceptions shall be adaptations within pre-existing FOSS components (e.g., bug fixes and adaptations to the specific hardware) and individual cases agreed upon with AVL DiTEST.

10.4.3. No FOSS may be used whose license terms require that the user be enabled to install or run modified software on hardware with integrated software (so-called embedded system, in particular motor vehicles), except to the extent that the Supplier has been expressly notified that the software to be supplied by the Supplier will not be used on such an embedded system with technical security mechanisms (e.g., signature procedures).

10.4.4. The Supplier undertakes to truthfully complete the AVL DiTEST FOSS declaration and, by signing it, confirms the license-compliant use of the FOSS used and fully complies with the specifications of the FOSS declaration. The FOSS declaration must be signed and returned to the responsible AVL DiTEST purchaser within 2 weeks of receipt.

10.4.5. The requirements set forth in this item 10.4. shall also apply, without any further notice or request by AVL DiTEST, to any update of the software used in the Contract Products, irrespective of the type of provision of the software (e.g., source code, binary, SaaS, container).

10.5. Assurance

10.5.1. Without prejudice to any of AVL DiTEST's other rights, the Supplier shall assure AVL DiTEST that it will comply with the requirements set out in item 10.4. as well as all requirements of the relevant licenses for all FOSS used by it for Contract Products, that the Contract Products do not contain any further FOSS, and that there is also no violation of copyright provisions.

10.6. Legal Consequences

10.6.1. In the event of non-compliance or late compliance with the licensing requirements of the FOSS used in the Contract Products or any other copyright provisions, the Supplier undertakes to comply with conditions and agreed assurances to the following set forth in item10.4. to the following:

10.6.1.1. If FOSS is not used in Contract Products in accordance with the license, the Supplier shall promptly and at its own expense replace it with another software component whose use does not violate license requirements or applicable copyright law.

10.6.1.2. The Supplier shall compensate AVL DiTEST for all costs, expenses and damages incurred and resulting from non-compliance or delayed compliance.

10.7. If one of the properties assured in item 10.4. is missing, this shall be deemed a material breach of contractual duty and the Contract Product concerned shall be deemed defective.

10.8. Functional, Information and Cyber Security

10.8.1. The Supplier has taken appropriate technical and organizational measures to prevent disruptions to the availability, integrity, authenticity and confidentiality of its IT systems, components and processes, as well as all AVL DiTEST information and data, and has implemented appropriate, industry-accepted standards, processes and methods to prevent, identify, assess and remedy all vulnerabilities, malicious code and other disruptions in the contractual services. This complies with applicable standards such as ISO/IEC 27001, IEC 62443, ISO 26262 or ISO 21434 and the state of the art.

10.8.2. At the request of AVL DiTEST, the Supplier shall be obliged to have a TISAX assessment (www.tisax.de) carried out within a reasonable period of time with the TISAX assessment target specified by AVL DiTEST and to make the result available to AVL DiTEST.

10.8.3. The Supplier shall test and evaluate the security of the contractual services before and—in the case of continuing obligations—regularly during the performance of the services.

10.8.4. The Supplier shall document the results in an industry-accepted manner and make them available to AVL DiTEST upon request.

10.8.5. AVL DiTEST shall be entitled, but not obligated, to comprehensively test, examine, and process the services at any time for vulnerabilities, malicious code and other disruptions, and in particular to remove, suspend or bypass program protection devices. The Supplier shall grant AVL DiTEST the necessary rights for this purpose. AVL DiTEST shall be entitled to commission third parties bound to secrecy to carry out these test measures. The Supplier shall provide AVL DiTEST with reasonable support upon request. This right of AVL DiTEST shall not limit the obligations of the Supplier pursuant to this item10.8. and 10.4.

10.8.6. The Supplier shall specify the office responsible for ensuring information security to AVL DiTEST and shall provide the relevant contact information. The Supplier shall immediately notify AVL DiTEST in writing of any potential or actual disruptions to information security and – in close coordination with AVL DiTEST and at its own expense – immediately initiate effective countermeasures that do not restrict the provision of the services.

10.8.7. The Supplier shall, upon request, provide AVL DiTEST with proof of compliance with the provisions of this item 10.8. And 10.4. with written evidence, including recognized test reports (such as SSAE-16 SOC2 Type II). The Supplier shall also grant AVL DiTEST the right, after prior notification, to inspect and review all data relating to business transactions between AVL DiTEST and the Supplier on the Supplier's premises and to review information security measures; AVL DiTEST or third parties commissioned by AVL DiTEST and obliged to maintain confidentiality may enter the Supplier's premises during normal business hours for this purpose. The costs of the inspection shall be borne by the Supplier if violations are identified in the process, unless such violations are not the fault of the Supplier.

10.8.8. The Supplier shall impose obligations on its subcontractors and suppliers that are equivalent to the obligations in this item 10.8. And 10.4.

10.9. Any change in the production process, the production location or the shipping location of the goods shall require the prior written consent of AVL DiTEST, which may not be unreasonably withheld. Costs and damages incurred by AVL DiTEST due to non-compliance with this provision or otherwise as a result of a change of location initiated by the Supplier shall be borne by the Supplier. The Supplier shall inform AVL DiTEST immediately of any relocations in its supply chain known to it or any subcontractor changes in the supply chain known to it.

10.10. The Supplier shall be obliged to provide complete product documentation (in particular installation, maintenance, operating and service instructions, test documentation, CE declarations, etc.) in electronically editable form, as a PDF and as a hard copy, without separate request and without additional costs. The requirements of the supplier documentation specifications (http://srm.avl.com>Notice customer documentation) must be complied with.

10.11. AVL DiTEST shall be entitled to use this product documentation without restriction and, in particular, to integrate it into training and sales documentation as well as into customer documentation - in whole or in part, in the original language or in translated form. For this purpose in particular, the Supplier shall grant AVL DiTEST an unrestricted right to use all documents of the production documentation in terms of time, place and content, as well as an irrevocable right to use the work, which shall in particular also include the right to edit, even in a distorting manner, to pass on without restriction and to use it in any other form, such as to exhibit, publish, distribute in a tangible or intangible form, in various ways, in particular to reproduce them privately and publicly, in particular on the internet, the right to use, make available and exploit them in online services, including the right to make the results available to the users of the aforementioned services for retrieval and download, as well as the right to use the results on computers and other data-processing devices and to have them used by third parties. Insofar as the Supplier does not have the rights to grant a right to use the work, the Supplier shall grant AVL DiTEST a right to use the work to the aforementioned extent. The Supplier shall ensure that it holds the rights to the product documentation and that its use by AVL DiTEST does not encroach upon the rights of third parties. The Supplier shall indemnify and hold AVL DiTEST harmless in connection with any infringement of third-party rights to the product documentation.

11. Confidentiality

11.1. The Supplier shall be obliged to keep confidential all business and trade secrets of AVL DiTEST of which it becomes aware in the course of the cooperation with AVL DiTEST ("*Secret Information"*; see item 11.2.) and to return them to AVL DiTEST after execution of the order. The Secret Information may not be reproduced or made available to third parties or used for any purpose other than the processing of orders without the written consent of AVL DiTEST.

11.2. All drawings, calculations, all business, technical and personal data provided by AVL DiTEST or its customers for the purpose of submitting offers or executing orders, all technical know-how provided (designs, specifications, plans, software, etc.) by AVL DiTEST or by customers, the order and the work, results, data and knowledge resulting therefrom shall be deemed to be Secret Information.

11.3. In the event of (partial) subcontracting to sub-suppliers approved by AVL DiTEST (see item 2.4.), the Supplier shall impose corresponding confidentiality obligations on its subcontractors. Likewise, it shall oblige its employees to maintain secrecy (including prohibition of use). The Supplier shall be liable for violations of the confidentiality obligation in this item 11. by subcontractors used by it or by its employees.

11.4. The Supplier undertakes, within the scope of what is possible according to the respective state of the art, to immediately and effectively secure all Secret Information against access by unauthorized third parties and, in particular, to secure it against theft, loss, manipulation, damage or any reproduction. If the Supplier has indications that unauthorized third parties may have gained knowledge of the Secret Information, it must inform AVL DiTEST immediately and, in coordination with AVL DiTEST, take all necessary steps to clarify the facts and, if necessary, to prevent future access.

11.5. Should the Supplier store, edit or process the Secret Information in its data processing systems, it shall ensure that unauthorized third parties cannot access this data.

11.6. The Supplier undertakes to return all Secret Information, data, documents, and storage media to AVL DiTEST after execution of the order. The Supplier shall furthermore remove all data and information from its data processing systems and return all copies of the data and storage media to AVL DiTEST at the discretion of AVL DiTEST or destroy the copies in such a way that reconstruction is impossible. The Supplier shall provide evidence of the complete return and/or destruction at the request of AVL DiTEST and confirm this in writing.

12. Data Protection

12.1. The Supplier shall be obligated to comply with all applicable data protection regulations in the respective applicable version and shall observe them. The Supplier must instruct all employees and subcontractors in accordance with the relevant provisions of data protection law and, if applicable, shall oblige them to maintain data secrecy in accordance with the legal provisions applicable to it in respect of data protection. The Supplier undertakes to also take measures to ensure data protection by technology (privacy by design) and data protection-friendly default settings (privacy by default).

12.2. The Supplier undertakes to support AVL DiTEST in the data protection obligations applicable to AVL DiTEST.

12.3. In the event of a violation of the above provisions, the Supplier shall indemnify and hold AVL DiTEST harmless against any adverse consequences. Furthermore, in such a case, AVL DiTEST shall be entitled to immediately withdraw from the order concerned as well as any further orders placed with the Supplier.

12.4. If the Supplier processes personal data as a processor of AVL DiTEST, it shall do so exclusively in accordance with instructions from AVL DiTEST and agrees to conclude a separate commissioned data processing agreement with AVL DiTEST pursuant to Article 28(3) EU General Data Protection Regulation.

12.5. For the rest, reference is made to the data protection declaration available at [https://www.avldites t.com/index.php/de/datenschutzerklaerung.html]. Upon request (in writing or by e-mail to [ditest@avl.com]), this can also be sent to the Supplier at any time in writing or by e-mail.

13. Work Results and Property Rights

13.1. All results developed by the Supplier shall become the exclusive and unrestricted property of AVL DiTEST immediately upon their creation and shall be disclosed to AVL DiTEST without delay and made accessible. This shall also apply to inventions or parts of inventions made by the Supplier. The Supplier shall assign all rights to such inventions or parts of inventions to AVL DiTEST without restriction. Should AVL DiTEST waive its rights to inventions or parts of inventions in whole or in part, the Supplier shall not be entitled to assert rights to such inventions or parts thereof (e.g., own use, application for property rights, granting of licenses to third parties, etc.). Any inventions or parts of inventions shall be compensated with the price according to item 5.1.

13.2. With regard to the copyrights accruing to the Supplier in connection with the order, the Supplier shall grant AVL DiTEST an irrevocable right to use the work, which shall be unrestricted in terms of time, place and content, and which shall in particular also include the right to edit, even distort, pass on and otherwise exploit the work in any form, such as to reproduce, exhibit, publish, disseminate in physical or incorporeal form, in particular private and public reproduction, in particular on the internet, the right to use, provide and exploit in online services including the right to make the results available to the users of the aforementioned services for retrieval and download, as well as the right to use the results on computers and other data processing devices and to have them used by third parties. The Supplier expressly agrees that the right to use the work or parts thereof may be passed on by AVL DiTEST to third parties or that third parties may be granted permission to use the work, whether against payment or free of charge. Insofar as the Supplier does not have the rights to grant a right to use the work, the Supplier shall grant AVL DiTEST a right to use the work to the aforementioned extent.

13.3. Insofar as the Supplier or its employees are entitled to a right to copyright designation pursuant to Section 20 of the Austrian Copyright Act ("UrhG") for the results that the Supplier develops, the Supplier shall waive this right and shall authorize AVL DiTEST to designate itself as such and to affix corresponding copyright notices or watermarks. The Supplier shall ensure that its employees provide such a waiver to the same extent. Insofar as the Supplier is entitled to the right of access to the workpiece pursuant to Section 22 of the UrhG or to the naming of samples pursuant to Section 35 of the UrhG, the Supplier hereby irrevocably waives such right.

13.4. The Supplier undertakes to provide a delivery or service that is free of third-party property rights. The Supplier shall be liable for ensuring that the property rights of third parties are not violated during the execution of the contract and use of the object of the delivery or service. The Supplier shall indemnify and hold AVL DiTEST harmless with regard to any claims by third parties for infringement of property rights.

14. Foreign Trade Data and Regulations

14.1. The Supplier shall be obligated to inform AVL DiTEST of any goods-related restrictions on (re-)exports of the delivered goods (goods, technology, software) in accordance with Austrian, European and US export and customs regulations as well as the export and customs regulations of the country of origin of the goods. For this purpose, it shall provide the following information at least in its offers and order confirmations for the individual items of goods:

- the military list number (ML number) of the EU military list,
- the export list number (AL number) of the EU Dual Use List,
- for US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulation (EAR),
- for US defense equipment (so-called ITAR goods), the USML (United States Munitions List) category,
- information on the non-preferential origin of its goods (goods, technology, software) and their components,
- information on goods manufactured based on controlled US technology and/or containing controlled US components.

14.2. Furthermore, the Supplier shall be obliged to inform the purchaser indicated on the order in writing of all further foreign trade data upon request and to inform the purchaser in writing of any changes to the above data without being requested to do so.

14.3. The legally binding acceptance of re-export restrictions (e.g., with regard to existing/issued export licenses and re-export restrictions contained therein or due to license exceptions claimed under the EAR) shall be limited to goods for which an export license is required from the perspective of the Supplier country (for the USA, the respective valid version of the EAR shall apply), which are also marked accordingly in the delivery documents and for which the Supplier expressly notifies AVL DiTEST of this in offers and order confirmations.

14.4. Suppliers domiciled in the EU shall be obliged to provide AVL DiTEST with the original (long-term or) Supplier's declaration for goods with preferential origin status in accordance with Regulation (EU) No 952/2013, as amended, or in accordance with Implementing Regulation (EU) 2015/2447, as amended, within one calendar week of being requested to do so. If the Supplier fails to comply with this obligation or if its declaration does not comply with the statutory provisions, it shall indemnify and hold AVL DiTEST harmless against any adverse consequences resulting therefrom.

14.5. The Supplier undertakes to comply with all applicable import and export regulations as well as sanction regulations.

14.6. AVL DiTEST shall be entitled to revoke the respective order if the Supplier violates any of the obligations contained in this item. The Supplier shall indemnify and hold AVL DiTEST harmless with regard to any claims by third parties due to non-compliance with the aforementioned obligations.

15. Environment

15.1. The QES documents to be observed by Suppliers, including the current GADSL-Reference-List of ingredients and substances, which may not be supplied to AVL DiTEST or may only be supplied to AVL DiTEST under certain conditions, can be found on the website https://www.avlditest.com/en/supplier-portal.html If the goods delivered by the Supplier contain any of the substances listed, the Supplier must contact the purchaser indicated on the order, stating the respective substances concerned.

15.2. The Supplier shall submit information on products containing SVHC substances of more than 0.1% by mass that he places on the European market to the ECHA in accordance with the Waste Framework Directives of the European Union (including Directive (EU) 2018/851) (SCIP entries).

15.3. During the performance of a supply contract, the Supplier must use the necessary resources, in particular materials, energy and water, efficiently and minimize the environmental impact, in

particular with regard to waste, wastewater, air and noise pollution. This shall also apply to the logistics/transport effort.

15.4. For the quantitative assessment of the Supplier's resource efficiency, the Supplier must provide AVL DiTEST, upon its request, with the following information in relation to its total annual order volume with us and our affiliates:

- total energy consumption in MWh,
- CO2 emissions from internally and externally generated energy in t,
- total water consumption in m³,
- process wastewater in m³,
- waste for disposal in t,
- waste for recycling in t,
- VOC emissions (volatile organic compound) in t.

15.5. The Supplier undertakes to introduce, operate a certified environmental management system in accordance with ISO 14001 or a recognized and certified environmental management system derived therefrom by no later than two years after the initiation of the order and to prove this to AVL DiTEST by submitting a corresponding certificate.

15.6. The Supplier undertakes to ensure, by means of suitable contractual arrangements with its subcontractors, that the regulations contained in this item 15. are complied with.

16. Compliance and Social Responsibility

16.1. AVL DiTEST shall support and respect the protection of internationally recognized human rights and strive to comply with all applicable laws and regulations. AVL DiTEST has implemented a Code of Conduct for its employees based on the principles of integrity, honesty and fairness and also expects its suppliers and their subcontractors to comply with the provisions for the protection of internationally recognized human rights, all applicable laws and regulations and the principles underlying them.

16.2. Against this background, the Supplier shall comply with the laws of the respective applicable legal systems within the framework of contractual relationships with AVL DiTEST, in particular:

- respect for fundamental and human rights;
- prohibition of child and forced labor;
- compliance with the minimum wages and social benefits prescribed by law or commonly prescribed in the industrial sector;
- compliance with working hours prescribed by law or by applicable industry or other standards;
- ensured compliance with applicable laws and regulations on freedom of association and the right to collective bargaining;
- prohibition of discrimination on the grounds of racial or ethnic origin, gender, religion or belief, disability, age, or sexual identity;
- compliance with occupational health and safety requirements;
- responsibility for the environment and compliance with applicable environmental protection regulations;
- compliance with anti-corruption regulations and the prohibition of engaging, either actively or passively, directly or indirectly, in any form of bribery and corruption or the unlawful granting of advantages;
- compliance with the respective applicable competition and antitrust laws, in particular the prohibition of agreements restricting competition;

16.3. Furthermore, the Supplier shall not use any “Conflict Minerals” pursuant to Section 1502 of the US Dodd-Frank Act that originate from the Democratic Republic of the Congo or an adjoining state in its goods. If tin, tantalum, tungsten, or gold are contained in the goods delivered by the Supplier, the Supplier must provide AVL DiTEST with all necessary documents proving the legal compliance of the entire supply chain upon its request.

16.4. The Supplier shall take its own reasonable measures to comply with the laws, regulations and principles set forth in this item 16. and to provide evidence thereof without delay upon AVL DiTEST's request. Moreover, the Supplier shall ensure, to the best of its ability, that its subcontractors also enter into corresponding obligations.

17. General Provisions

17.1. No remuneration shall be granted for the preparation of offers, plans, cost estimates, etc. Cost estimates of the Supplier shall be deemed to have been submitted with warranty pursuant to Section 1170a para. 1 ABGB.

17.2. In its advertising activities, the Supplier may refer to business connections with AVL DiTEST only with the express written consent of AVL DiTEST.

17.3. Austrian law shall apply to the exclusion of the conflict-of-law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) shall be excluded.

17.4. If any provisions of these Terms and Conditions of Purchase are or become void, invalid or unlawful, or if a loophole is discovered after conclusion of the contract, this shall not affect the validity of the other provisions. In such cases, the contracting parties shall agree on a provision that comes as close as possible to the intention of the parties and the economic purpose of the provision to be replaced.

17.5. For the resolution of all disputes arising from a contract – including those concerning its existence or non-existence – it is agreed that the courts at the registered office of AVL DiTEST shall have exclusive jurisdiction. AVL DiTEST shall also be entitled, at any time, to take recourse against the Supplier before any other court, including for measures of provisional legal protection.