

General Terms and Conditions of Purchasing of AVL List GmbH

Edition November 2023

Unless otherwise agreed by the parties in writing, the following General Terms and Conditions of Purchasing of AVL List GmbH, 8020 Graz, Austria, Company Register no. (FN) 53507m (hereinafter referred to as “AVL”) shall apply to purchase orders according to Item 1. Upon execution of the purchase order (first delivery and/or provision of service), these General Terms and Conditions of Purchasing shall be deemed accepted, and the Supplier shall also accept these conditions as legally binding for all subsequent deliveries. Any deviating or supplementary conditions of the Supplier shall only be applicable if they are expressly accepted in writing by AVL with reference to such deviation from these General Terms and Conditions of Purchasing

1. Purchase Order

- 1.1 Upon AVL’s request, the Supplier will connect to AVL via the SAP Business Network Ariba in order to electronically exchange any documents pertaining to orders and deliveries (e.g. purchase order, order confirmation, dispatch advice, invoice, etc.) and transact any processes defined by AVL (uploading of product catalogues, VMI [Vendor Managed Inventory], etc.) via Ariba. Any type of communication via the SAP Business Network Ariba, communication by e-mail and any other type of communication shall hereinafter be referred to as “electronic”.
- 1.2 The Supplier will submit an offer to AVL upon request by AVL with regard to a delivery and/or service (hereinafter referred to as “contractual services”), and the product catalogues uploaded to the SAP Business Network Ariba including prices shall be considered such an offer. The Supplier shall compile an offer in such a way that AVL can create an order on the basis thereof.
- 1.3 On the basis of an offer pursuant to Item 1.2, AVL may place orders that shall only be valid if they have been made by AVL in writing or electronically. The Supplier must subsequently confirm the order made by AVL within 14 calendar days in writing or electronically by sending an order confirmation. The Supplier and AVL agree that they shall only enter into an agreement on the contractual services stated in the order and that the Supplier shall only be obligated to provide its services upon written or electronic order being placed by AVL.
- 1.4 If the Supplier does not send a written or electronically issued order confirmation within 14 calendar days after receipt of the order, AVL shall be entitled to revoke the respective order in writing or electronically without this

giving rise to any claims against AVL on the part of the Supplier.

2. Changes to the Scope of Services

- 2.1 AVL shall be entitled to request changes, additions or reductions of the scope of services in writing or electronically, in particular with regard to specifications, drawings, design, construction, time and place of delivery of contractual services, packaging, quality, quantities and means of transport. The Supplier shall be obligated to implement such changes, additions or reductions unless it would be unreasonable and/or impossible for the Supplier to do so. In such cases where the implementation would be unreasonable and/or impossible for the Supplier, AVL shall be entitled to withdraw from the contract with immediate effect and request repayment of any down payments already made. For contractual services already performed, AVL shall be entitled to request repayment of any payments made if such contractual services cannot be used by AVL.
- 2.2 The Supplier shall be obligated to suggest to AVL any changes, additions or reductions of the scope of services which they consider necessary or expedient immediately as soon as they become or might become aware of the same.
- 2.3 In any cases of changes, additions or reductions of the scope of services, the Supplier shall be obligated to inform about any possible consequences, in particular with regard to the costs and/or the time of delivery or performance within 10 calendar days in writing or electronically. AVL will then inform the Supplier, taking into account the legitimate interests of the Supplier within a reasonable period of time in writing or electronically if a change, addition or reduction needs to be implemented, and, if so, grant approval in writing or electronically.
- 2.4 The Supplier shall be obligated to refrain from implementing any changes, additions, or reductions of the scope of services without the prior written or electronic approval by AVL pursuant to Item 2.3.
- 2.5 In the event that proposed changes of the Supplier are not approved by AVL, the Supplier shall in no way be entitled to withhold their contractual services and or refuse or interrupt the performance of services.
- 2.6 If the Supplier makes changes or additions to the scope of services without written or electronic approval in accordance with Item 2.3, which require additional economic expenditure, they shall not be entitled to any remuneration for this. In this case, the Supplier shall also not be entitled to an extension of the delivery or performance deadlines. Any claims for damages and/or other claims of AVL shall remain unaffected hereby.

2.7 In the event that AVL approves a change and/or addition in writing or electronically, the Supplier shall be entitled to an additional remuneration and/or a deadline extension as approved.

2.8 In the event of a reduction of the scope of services, the remuneration of the Supplier will be reduced by the amount of such reduction, and the Supplier shall be obligated to repay AVL any remuneration already received in the amount of the reduction. In the event that the amount of the reduction or repayment of the remuneration is contested, the Supplier undertakes to disclose their calculation documentation.

3. Non-assignment

3.1 The assignment of claims and/or demands and the transfer of the collection of claims and/or demands against AVL to third parties shall be excluded and shall entitle AVL to revoke the contract affected by such assignment or transfer without compensation. Further claims of AVL shall remain unaffected hereby.

4. Subcontractors

4.1 The passing on of AVL's orders to subcontractors or other third parties in whole or in substantial parts may only be carried out with AVL's written or electronic consent. Any breach of this provision shall entitle AVL to revoke the respective order without compensation or to terminate the contract. Further claims by AVL shall remain unaffected hereby.

5. Delivery Dates

5.1 The stated dates of delivery are binding and to be understood as the time of receipt of the goods and/or the time of delivery at the named destination. If compliance with the dates of delivery is at risk, the Supplier shall notify AVL hereof in writing without undue delay.

5.2 AVL shall be entitled to a penalty of 1% for each week of delay or part thereof (commencing on the Monday following the week agreed for the provision of the service), up to a maximum of 5% of the total order volume, irrespective of fault. Any acceptance without objection of a delayed contractual service or acknowledgement of an announced delay in the provision of the service shall not affect the claim to a penalty. Furthermore, if the Supplier is responsible for exceeding the delivery date, the Supplier shall be obligated to use the fastest means of transport available notwithstanding the mode of shipment prescribed in the purchase order in order to minimize the delay. The costs and expenses for this transport or other measures shall be borne by the Supplier. AVL shall be entitled to recover from the Supplier any losses and damages resulting

therefrom in addition to the penalty.

In case of a delay in delivery for which the Supplier is responsible, AVL shall also be entitled to withdraw from the contract after the expiry of 14 calendar days from the start of the delay with immediate effect without a grace period. If a fixed delivery date has been agreed upon, the contract shall be cancelled as soon as this date is exceeded unless AVL demands the fulfilment of the contract within 14 calendar days of exceeding the fixed delivery date.

5.3 Partial deliveries or services and advance deliveries or services require the written or electronic consent of AVL except for deliveries no more than 7 calendar days prior to the date agreed upon. In such cases, the payment period shall only commence on the date contractually agreed upon.

5.4 Unless otherwise agreed in writing, the goods shall be delivered DAP (Incoterms 2020) to the named destination. Packaging shall be chosen by observing the relevant packaging standards, in particular AVL's delivery and packaging specifications (<https://www.avl.com/en/supplier-hub>), and by ensuring that damage-free delivery and efficient handling within AVL is guaranteed. Suppliers to whom the Packaging Regulation [*Verpackungsverordnung*] applies shall notify ARA (Altstoff Recycling Austria – Waste Material Recycling Austria) of their Waste Disposal License Number or inform AVL how they are going to dispose of the delivered packaging material. In the absence of such information, AVL shall be entitled to return the packaging at the expense of the Supplier or charge the Supplier with the costs for disposal.

5.5 Other contractual services shall be performed at the headquarters of AVL or at the location specified in the order.

5.6 In the event that AVL has specifically agreed to release delivery dates, AVL shall be entitled to postpone these dates by up to 90 calendar days. In this case, the Supplier shall be obligated to store the goods free of charge and carefully until AVL agrees to the release for delivery. Likewise, in case of reduced working hours, business interruptions or any other kinds of events that prevent AVL, through no fault of their own, from accepting the contractual services, AVL shall be entitled to agree upon a suitable alternative date and the Supplier shall arrange for storage free of charge for AVL and at their own risk.

6. Force majeure

6.1 Neither AVL nor the Supplier shall be responsible for the non-performance of contractual obligations if such non-performance is due to force majeure. The affected party

shall be released from the performance of its contractual services affected by the force majeure event for as long as the force majeure event continues.

6.2 A force majeure event shall be any event or circumstance which would render the performance of any obligation wholly or partly impossible or unlawful, provided that such event or circumstance (i) was unforeseeable by the affected party at the time of entering into the contract, (ii) is beyond the control of the affected party, (iii) is not attributable to it and/or (iv) cannot be prevented, overcome or remedied by the affected party by the exercise of due diligence.

6.3 The party affected by a force majeure event shall notify the other party of the force majeure event promptly after it occurs. Thereupon the parties shall decide in close consultation on the measures to be taken and, if necessary, jointly decide on the duration of the suspension of the contract.

6.4 Irrespective of this consultation between the parties, the party affected by a force majeure event shall be obligated to take any and all reasonable measures suitable to limit damage and to ensure timely performance of the service or at least to minimize any delay in the performance of the service.

6.5 If a force majeure event prevents the fulfilment of contractual obligations by the Supplier or AVL for a period of more than 10 consecutive calendar days, AVL shall be entitled to withdraw from the contract in whole or in part. In addition, AVL shall be entitled to withdraw from the contract in whole or in part if a force majeure event leads to a significantly lower demand or discontinuation of demand on the part of AVL. If AVL withdraws for these reasons, the Supplier shall only be entitled to payment for the affected parts of the service to the extent that these have already been provided to AVL and can be used by AVL.

6.6 Each party shall bear its own costs, expenses, losses and/or damages associated with a force majeure event.

6.7 The parties are aware of the impact of the COVID-19 pandemic. The parties are further aware that the legal and regulatory restrictions due to the COVID-19 pandemic require special efforts. Due to these circumstances, the parties mutually agree that COVID-19 shall in any event not constitute a force majeure event, except in the case of regulatory restrictions and/or requirements that make timely performance of the Supplier's contractual services impossible.

7. Contracts to Produce a Work ("Werkvertrag")

7.1 This Item contains additional terms and conditions for the provision of work performed under contracts to produce a

work ("Work") by the Supplier which are also subject to the other provisions of these General Terms and Conditions of Purchasing, unless otherwise stated in this Item.

7.2 The Supplier shall supply the Work by the date agreed upon. The contract shall be deemed as fulfilled after AVL has accepted the Work without reservations in writing.

7.3 When producing the Work, the Supplier shall essentially use the Supplier's own means of production. The Supplier shall not be bound to any of AVL's working hours, places of employment or instructions. The Supplier takes note of the fact that no employment relationship can be derived from this purchase order. The Supplier is under no obligation to provide the Work personally. The Supplier shall be solely responsible for the payment of tax on the remuneration and the payment of social security contributions. The Supplier guarantees that they meet all the necessary requirements and possess all the necessary approvals for performing the Work and that, if necessary, the Supplier will present to AVL the corresponding evidence upon request.

8. Prices and Payment

8.1 The prices stated in the purchase order are fixed prices and therefore unchangeable until the full scope of contractual services pursuant to the purchase order have been fulfilled.

8.2 Invoicing shall be subject to proper and contractually compliant performance of the contractual service. After receipt of a proper and verifiable invoice from the Supplier, Invoices shall be due for payment after 90 calendar days on the 10th day of the month following the 90-day period. AVL may reject defective invoices. AVL may not reject the invoice without justification and must state the formal or substantive defect in the invoice. A re-submitted and corrected invoice after rejection shall again initiate the aforementioned time limit including the possibility of objection on the part of AVL.

8.3 In case of a defect covered by warranty, AVL shall be entitled to postpone payment until such defect has been properly remedied.

9. Warranty and Liability

9.1 The Supplier warrants that its contractual services have the warranted characteristics, comply with the prescribed specifications and are executed in accordance with the recognized rules and the latest state of the art. For all contractual services, the Supplier gives full warranty for a period of 24 months from receipt of the goods or, in the event that formal acceptance has been agreed, upon acceptance. Defects occurring during the warranty period shall be immediately remedied by the Supplier at the

Supplier's own expense upon request, irrespective of their existence at the time of receipt of the goods or acceptance (promise of guarantee). All costs relating to the diagnosis and removal of such defects, also if they are incurred by AVL, e.g. inspection, transport, disassembly and (re) installation cost, shall be borne by the Supplier. The warranty period shall be suspended for the duration of the remedy work until the defects have been successfully remedied. A warranty period of 24 months from acceptance of the replacement or repair shall again apply to parts replaced or repaired under the warranty. The written or electronic assertion by AVL shall be sufficient to comply with the warranty period. The limitation period shall be three years from the end of the warranty period (Section 933(4) Austrian Civil Code - Allgemeines Bürgerliches Gesetzbuch-ABGB). The place of performance for remedying defects under the warranty obligation shall be at the discretion of AVL. Any further legal remedies shall remain unaffected.

9.2 In cases in which the Supplier fails to fulfil their warranty obligation upon request within an appropriate time and in other particularly urgent cases (for example in case of imminent danger or to avoid a delay of their own), AVL shall be entitled without further notice and without prejudice to its rights under the Supplier's warranty liability to remedy the defects themselves at the Supplier's costs and expenses or have this done by a third party or, if this is not possible, to obtain substitute goods or services otherwise. If the Supplier has to provide a warranty for a defect, it shall also bear the costs of identifying the defect and the costs incurred by AVL for troubleshooting and/or corrective actions. In addition, the Supplier shall also bear the costs for additional measures which must be taken as a result of the defect.

9.3 AVL shall be entitled to immediately rescind the contract or to request a price reduction instead of requesting the remedy of defect and replacement of the defective goods. The Supplier shall indemnify AVL against all damages and losses incurred by us resulting from defective deliveries.

9.4 In the event that AVL as the producer of the final product becomes liable for damages caused by defects of the input material or a partial product delivered by the Supplier, the Supplier shall be strictly liable to indemnify and hold AVL harmless against any such liability. The Supplier undertakes to take out sufficient insurance cover against all risks arising from such indemnity. Any insurance coverage in force shall not limit the obligation under this provision or the liability of the Supplier.

9.5 The Supplier waives the obligation to inspect the goods and to give notice of defects pursuant to Section 377 (1) Austrian Commercial Code [Unternehmensgesetzbuch - UGB] as well as the objection of delayed notice of defects. A delayed or omitted notice of defects shall therefore not result in the loss of any rights and claims of AVL. (Partial) payment by AVL shall not constitute unconditional acceptance of the goods and shall not constitute a concession that the goods are free of defects.

10. Insurance

10.1 The Supplier shall be obligated to take out and maintain public liability insurance (including product liability) with cover of at least EUR 5 million per claim at its own expense and to submit the insurance policy to AVL upon request.

11. Spare Parts, Means of Production and Preliminary Material

11.1 The Supplier shall, in cooperation with AVL, create spare part lists for the respective projects detailing the prices and delivery times for such spare parts. The Supplier guarantees the availability of all spare parts included in the lists for a period of 15 years after completion of delivery and shall impose such obligation on all of their subcontractors. In case that a spare part is no longer available during this period, the Supplier shall deliver an equivalent technical solution to AVL. It is of essence that the original delivery time for such spare part shall not be prolonged. The Supplier shall be liable to AVL irrespective of fault for all damages incurred by AVL as a result of any breach of this obligation.

11.2 The Supplier shall handle any means of production provided by AVL with utmost care and keep them at AVL's disposal for 15 years after completion of the delivery and shall impose this obligation on all of their subcontractors. Upon AVL's request any means of production have to be returned to AVL immediately. The Supplier shall be liable to AVL irrespective of fault for all damages incurred by AVL as a result of any breach of this obligation.

11.3 Means of production that have been manufactured or purchased by the Supplier and for which AVL has paid manufacturing cost (tooling cost) shall become AVL's exclusive property from the moment of manufacture or purchase. Item 11.2 shall also apply to such means of production manufactured by the Supplier at AVL's costs. If the Supplier is not in a position to keep the means of production at AVL's disposal in a state ready for use for 15 years, the Supplier shall inform AVL in writing and deliver AVL the means of production upon request.

11.4 In case of damage, loss or destruction of input material supplied by AVL (semi-finished products, castings, pre-

processed parts, etc.), the Supplier shall reimburse AVL for the cost of replacement.

12. Conformity, Quality and Documentation

12.1 The contractual services must comply with the regulations and provisions applicable at the agreed place of use of the contractual services, in particular, as far as applicable, all provisions of Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) and Regulation (EC) No. 1272/2008 on Classification, Labelling and Packaging of Substances and Mixtures (CLP Regulation). This includes, in particular, the registration of the substances contained in the product and to be registered in accordance with the REACH Regulation, the unsolicited provision of a safety data sheet in accordance with Article 31 of the REACH Regulation or the information in accordance with Article 32 of the REACH Regulation and the classification, labelling and packaging in accordance with the CLP Regulation. This also applies if the Supplier is not located in the European Economic Area (EEA). If the Supplier is not established in the EEA area, it shall ensure that an Only Representative pursuant to Art. 8 REACH Regulation fulfils the obligations under the REACH Regulation. Furthermore, the Supplier shall in particular ensure that its contractual services do not contain any substances of very high concern (SVHC) within the meaning of Art. 57 REACH Regulation and no substances included in the so-called candidate list pursuant to Art. 59 (1) REACH Regulation or in Annex XIV or Annex XVII REACH Regulation. The Supplier shall inform AVL of its own accord without undue delay in writing, stating the concentration in mass percent in the respective part product, if an ordered and/or already delivered contractual service – for whatever reason – contains such substances. Last but not least, the Supplier shall ensure that its contractual services also comply with the safety, accident prevention and environmental regulations, the relevant ordinances and directives of the ÖVE/VDE regulations and Directive (EU) 2011/65 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive), as last amended by Delegated Directive (EU) 2016/585/EU. If no place of use has been agreed, the rules and regulations applicable at the place of delivery or performance shall apply.

12.2 The Supplier warrants that the contractual services comply with the recognized latest rules and standards of technology as well as precisely with the documents on which the order is based, such as drawings, descriptions, samples, specifications, acceptance conditions, etc.

12.3 AVL is certified according to ISO 14001, ISO 9001, ISO 45001, ISO 27001 ISO / SAE 21434 and TISAX. The Supplier has to establish a quality management system according to the requirements of the ISO 9001 standard and

to perform quality controls suitable in kind and scope and corresponding to the state of the art. The Supplier must comply with the ISO 26262 standard concerning functional safety for electronic and software systems. Web applications must also at least meet the ÖNORM A7700 requirements. The Supplier must also ensure IT security in accordance with the ISO 27001 requirements.

12.4 Software and applications must comply with the latest state of technology at the time they are ordered.

12.5 Any changes concerning the production process, the production location or the goods' place of dispatch are subject to prior written approval by AVL, which must not be unreasonably withheld. Any costs or damages incurred by AVL resulting from non-observance of this provision or, otherwise, from a change of location initiated by the Supplier shall be borne by the Supplier. The Supplier shall immediately inform AVL of any relocations in their supply chain or of any changes of sub-contractors in their supply chain of which they become aware.

12.6 The Supplier shall supply the complete product documentation (in particular, without limitation, instructions about installation, maintenance, operating and service, test documentation, CE declarations, etc.) without further request and at no additional cost in an electronically editable form, as PDF file and in hardcopy. AVL shall be entitled to use, modify and reproduce the product documentation without restrictions and, in particular, to integrate it into training and sales documentation in its entirety or partially in the original language or in translations.

12.7 In connection with their duty to warn pursuant to Section 1168 a Austrian Civil Code [Allgemeines Bürgerliches Gesetzbuch – ABGB], the Supplier shall keep the buyer named on the purchase order informed in writing in a timely and comprehensive manner.

13. Confidentiality and Data Protection

13.1 The Supplier shall keep any business and trade secrets of AVL ("Confidential Information") of which they gain knowledge in the course of the cooperation strictly confidential and return the Confidential Information upon completion of the purchase order to AVL. Confidential Information must neither be reproduced nor made available to any third party nor be used for any other purpose than the performance of AVL's purchase orders without the written consent of AVL. In particular, without limitation, the Supplier must not remove any documents (e.g. data, documentation, software applications, etc.) from AVL's premises without the written consent of AVL. In the event of the award of subcontracts approved by AVL in accordance with Item 4.1, the Supplier shall impose corresponding confidentiality obligations on its subcontractors and provide AVL with suitable evidence of

- this. Similarly, the Supplier must impose the confidentiality (including non-use) obligations on their employees.
- 13.2 Confidential Information shall include, without limitation, any drawings, calculations and the like provided for the purpose of preparing offers and executing purchase orders, any business, technical and personal data of AVL or its customers, the entire technical know-how owned by AVL or provided by customers (designs, specifications, plans, software, etc.), the purchase order and any resulting work, results, data and knowledge.
- 13.3 The Supplier shall take any steps necessary to effectively protect any Confidential Information against the access of unauthorized third parties applying the very latest technology. In particular, without limitation, the Supplier must protect Confidential Information against theft, loss, manipulation, damage or any type of reproduction. If the Supplier becomes aware that unauthorized third parties might have gained knowledge of the Confidential Information, the Supplier must notify AVL of this without undue delay and – in consultation with AVL – initiate any steps necessary to investigate the matter and to prevent any future access.
- 13.4 If the Supplier stores, edits or processes the Confidential Information on their own data processing systems, the Supplier must ensure that unauthorized third parties are unable to access such data. The Supplier shall return any Confidential Information, data, documents and storage media upon completion of the order. In addition, the Supplier shall, at AVL's option, remove any data or information from their data processing systems and return to AVL any reproductions of data and storage media or destroy the reproduction in such a manner that a reconstruction of the data is not possible. At AVL's request, the Supplier shall produce evidence and a written confirmation of the full return or destruction.
- 13.5 The Supplier shall comply with all data protection provisions as applicable to them from time to time. The Supplier shall instruct all their employees and subcontractors according to the applicable data protection provisions and, if appropriate, according to the data protection provisions applicable to them bind them to data secrecy. The Supplier shall in particular, without limitation, also take measures to warrant data protection by technology (Privacy by Design) and to implement privacy by default settings (Privacy by Default).
- 13.6 The Supplier shall support AVL in their compliance with any data protection provisions applicable to them.
- 13.7 The Supplier shall indemnify AVL against any adverse impact resulting from a violation of the foregoing provisions. In addition, AVL shall be entitled to immediately cancel the purchase order concerned and any other purchase orders placed with the Supplier.
- 13.8 If the Supplier processes personal data of AVL as processor, they will do this exclusively according to the instructions and covenants of AVL to sign a separate processing contract pursuant to Art. 28 (3) EU General Data Protection Regulation.
- 13.9 The Supplier may access AVL's privacy statement at <http://www.avl.com/>. AVL's data protection officer and/or data protection office may be contacted at privacy@avl.com.
- 13.10 If the Supplier becomes aware of an actual or threatened information security incident, the Supplier shall be obligated to report the incident to AVL immediately at security@avl.com, stating all information and evidence available to the Supplier, and to support AVL in dealing with the incident if requested to do so. If the Supplier fails to report the incident in good time and/or provide further support, the Supplier shall indemnify AVL against all resulting disadvantages.
- ## 14. Results and Intellectual Property Rights
- 14.1 All results developed by the Supplier shall become the exclusive and unrestricted property of AVL upon creation and shall be communicated and made available to AVL without undue delay. This shall also apply to inventions and/or shares in the invention made by the Supplier. The Supplier shall assign all rights in such inventions and/or shares in the invention to AVL without any restrictions. Should AVL waive their rights in inventions and/or shares in the invention completely or in part, the Supplier shall not have the right to assert rights in such inventions and/or shares in the invention (e.g. own use, applying for industrial property rights, granting of licenses to third parties, etc.). Any inventions and/or shares in the invention shall be compensated in full upon payment of the price pursuant to Item 8.
- 14.2 The Supplier grants AVL the perpetual unlimited, royalty free, license to use any copyrights created by the Supplier in connection with the purchase order.
- 14.3 The Supplier undertakes to deliver goods and services free of any intellectual property rights of third parties. The Supplier guarantees that no intellectual property rights of third parties are infringed in the course of the performance of the contract and the use of the goods or services delivered. The Supplier shall indemnify and hold AVL harmless against any liabilities and claims raised by any third parties because of an alleged infringement of their intellectual property rights.
- ## 15. Foreign Trade Data and Regulations
- 15.1 The Supplier shall inform AVL of any goods-related restrictions in the case of (re-) exports of the goods

delivered (goods, technology, software) pursuant to the Austrian, European and U.S. export and customs regulations as well as the export and customs regulations of the country of origin of the goods. For this purpose, they will provide the following information to the individual goods at the very least in their offers and order confirmations:

- the number in the Common Military List of the European Union
- the number of any Dual-Use-item in accordance with the EU regulation List of Dual-Use Items.,
- the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulation (EAR) for US goods,
- the USML (United States Munitions List) category for U.S. defense goods (so-called ITAR goods),
- details on the non-preferential origin of their goods (products, technology, software) and their integral parts,
- details on goods, which were manufactured on the basis of controlled U.S. technology and/or contain controlled U.S. components.

The Supplier shall further inform the buyer named on the purchase order upon request in writing of any further foreign trade data and of any changes to the above-mentioned data without further request.

- 15.2 The legally binding acceptance of re-export restrictions (e.g. relating to existing/issued export permits and the re-export restrictions contained therein or on the basis of License Exceptions claimed according to EAR) is limited to such goods which require an export license from the perspective of the country of delivery (for the US, the currently applicable version of the EAR shall be applicable), which additionally are correspondingly identified in the delivery papers, and for which the Supplier has explicitly informed AVL about re-export restrictions in offers and order confirmations.
- 15.3 The Supplier shall comply with any applicable import and export regulations and any rules concerning sanctions.
- 15.4 Suppliers with a domicile in the EU are obliged to provide AVL with the original of the Supplier's (long-term) declaration for products having preferential origin status within one calendar week after AVL's request. If the Supplier does not comply with this obligation, or if the Supplier's declaration does not comply with the legal requirements, the Supplier shall indemnify and hold AVL harmless against any adverse consequences resulting from such non-compliance.
- 15.5 AVL shall be entitled to cancel the respective purchase order if the Supplier violates any of the obligations mentioned above. The Supplier shall indemnify and hold AVL harmless against any claims of third parties because

of a non-compliance with the foregoing provisions.

16. Environment

16.1 The quality documents to be observed by suppliers, including the current list of ingredients and substances ("AVL Restricted Substances List"), that must not be delivered to AVL or may only be delivered with some reservations are listed on the website <https://www.avl.com/en/supplier-hub>. If goods delivered by a Supplier contain one of the above-mentioned substances, the Supplier has to contact the buyer named on the purchase order and inform them about the substances concerned in a particular case.

16.2 During the execution of an order, the Supplier shall use the required resources – in particular materials, energy and water – efficiently and reduce the impact on the environment, particularly in regards to waste, wastewater, air and noise pollution to a minimum. The same applies to logistics/transportation requirements.

For the quantitative assessment of the Supplier's resource efficiency, the Supplier must provide AVL with the following information about their entire annual volume of orders received from AVL and their affiliates at AVL's request:

- Total energy requirements in MWh
- CO₂ emissions from own and external energy generation 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 compounds) in t

16.3 Where there are risks of conversion of natural ecosystems (e.g. forests or other natural ecosystems) in the Supplier's value chain, the Supplier shall ensure through appropriate due diligence measures not to contribute to the illegal conversion of natural ecosystems and to support the long-term protection of these natural ecosystems.

16.4 The Supplier covenants to have a certified environmental management system in accordance with ISO 14001 or a recognized and certified environmental management system based on ISO 14001 in place and in operation within two years after the date of the purchase order and to prove evidence thereof by submitting the respective certificate to AVL.

16.5 The Supplier shall ensure that their sub-contractors also comply with the obligations contained in this Item 15 by imposing upon them appropriate contractual obligations.

17. Compliance and Social Responsibility

17.1 AVL supports and respects the protection of internationally proclaimed human rights and does everything in its power to meet all of the applicable laws and regulations. AVL has implemented a Code of Conduct for its employees which is based on the principles of integrity, honesty and fairness and also expects its suppliers and their sub-contractors to adhere to the rules relating to the protection of the internationally proclaimed human rights, all of the applicable laws and regulations and the principles these are based upon.

The following aspects are of particular importance:

- Respect of fundamental and human rights in accordance with the UN Guiding Principles on Business and Human Rights and the OECD Due Diligence Guidance for Responsible Business
- Prohibition of the use or direct or indirect support of (private) security forces that violate human rights or illegally exercise control over mining sites, transport routes and upstream actors in the supply chain
- Ban on unlawful forced eviction
- Ban on child labour and forced labour
- Protection of indigenous peoples and local communities in accordance with the United Nations Declaration on the Rights of Indigenous Peoples
- Compliance with the working times set by law or by industry or other standards
- Compliance with applicable laws and regulations relating to freedom of association and right to collective bargaining
- Ban on discrimination for reasons of race or owing to the ethnic origin, the sex, the religion or ideology, a disability, the age or the sexual identity
- Respect for the principles of ethical recruitment
- Responsibility for the environment and compliance with the applicable environmental protection regulations
- Ban on causing harmful soil degradation, water pollution, air pollution, harmful noise emission or excessive water consumption
- Compliance with the anti-corruption regulations and the ban on either actively or passively, directly or indirectly participating in any form of bribery and corruption or inadmissible granting of benefits
- Prohibition of the commission of offences such as fraud, embezzlement, extortion, fraudulent acts or similar offences
- Protection of confidential information and intellectual property rights
- Reduction of direct and indirect CO2 emissions (decarbonization) in line with the Paris Climate Agreement
- Compliance with import and export control laws and

regulations on (economic) sanctions and embargoes (foreign trade law)

- Compliance with applicable competition and antitrust laws, in particular compliance with the prohibition of anticompetitive agreements

17.2 The Supplier also undertakes to comply with all employee protection regulations (in particular with regard to occupational health and safety), to pay their employees the remuneration to which they are entitled under the law, regulations or collective agreement or the minimum wages and social benefits prescribed by law or customary in the industrial sector, to comply with all other labor, tax and social security regulations, including regulations applying to posting of employees, to pay the social security contributions, taxes and other levies owed properly and in good time and to submit appropriate evidence upon request. In addition, the Supplier undertakes to inform AVL if they are subject to an investigation by the competent authority on the grounds of a breach of provisions relating to work permits, wage tax or social insurance law or residence law. Furthermore, the Supplier undertakes to indemnify and hold AVL harmless for any adverse consequences arising from non-fulfilment of the above obligations.

17.3 The Supplier shall further refrain from using “conflict minerals”, as specified in Section 1502 of the US Dodd-Frank Act, which were mined in the Democratic Republic of Congo or in bordering states, in their goods. If cobalt, gold, lithium, tantalum, nickel, tungsten, zinc or tin are included in the goods supplied by the Supplier, the Supplier shall, upon request, provide all necessary documentation demonstrating the legal and/or customer compliance of the entire supply chain. With regard to conflict minerals and other raw materials that pose an increased risk of human rights violations (e.g. cobalt, lithium or copper), the Supplier undertakes to establish policies and procedures that avoid human rights violations and the direct or indirect financing of armed conflicts. Upon request, the Supplier must provide AVL with information about its supply chain. AVL may use the Conflict Minerals Reporting Template (CMRT&EMRT) or the Responsible Minerals Assurance Process (RMAP) of the Responsible Mineral Initiative to provide this information.

17.4 The Supplier shall take their own appropriate measures to comply with the listed laws, regulations and principles, provide evidence of this without delay at AVL's request and shall ensure to the best of their ability that their subcontractors also enter into corresponding obligations. The Supplier also undertakes to indemnify and hold AVL harmless for any adverse consequences arising from non-fulfilment of the obligations set out in this Item 17.

17.5 AVL shall be entitled to query compliance with the obligations under this Item 17. and to request the

necessary information and documents from the Supplier to the extent reasonable and necessary for this purpose. Upon request, AVL shall also be enabled to hold timely discussions with business managers, executives and employees of the Supplier and, if also appropriate and necessary, to conduct on-site inspections. If there is reasonable suspicion that obligations under this Item 17. are not being complied with, AVL shall have the right to request an auditing, investigation, certification or screening process from the Supplier to verify compliance with the obligations under this Item 17. The Supplier shall allow AVL to be involved in any such procedure.

- 17.6 In cases in which the Supplier repeatedly violates obligations from this Item 17. despite receiving appropriate notices and does not prove that the respective violation occurred through no fault of the Supplier or does not take appropriate precautions within a reasonable period of time to avoid future violations, AVL may withdraw from individual or all contracts with the Supplier or terminate them without notice. In the case of one-off serious breaches, AVL shall be entitled to immediate withdrawal or immediate termination without notice unless the Supplier proves that they are not at fault.

18. Audits

- 18.1 The Supplier shall grant AVL the right to inspect either directly or through an authorized third party or customer of AVL the business premises and production sites of the Supplier and their sub-suppliers where the contractual services are prepared or performed during the normal business hours of the Supplier or the sub-supplier and to satisfy themselves of the proper and complete performance of all services and compliance with the statutory/official and other applicable requirements and all obligations arising from the order and/or the General Purchase Conditions (in particular, but not exclusively, the implementation of standards relating to quality management, quality assurance measures, confidentiality, security, information security and data protection) in the relevant areas. Such verification may also include inspection of internal policies, processes and procedures as well as inspection of books, documents and other records. The Supplier or sub-supplier shall support the audit in an appropriate manner in order to be able to achieve the respective audit purpose and provide all necessary or appropriate information.

19. Suspension of the Provision of Services

- 19.1 AVL may suspend the provision of the contractual service or parts thereof at any time and without stating reasons in writing or electronically for a period of no more than 90 calendar days and postpone agreed service dates.
- 19.2 In the event of a suspension and/or postponement of the performance dates, the Supplier shall be obliged to secure all previous contractual services or parts thereof free of charge and/or to store them properly and professionally

free of charge.

- 19.3 AVL shall inform the Supplier of the end of the suspension or the amended performance dates as soon as possible, but at least 14 calendar days before the resumption date for the provision of services.
- 19.4 Any milestones or delivery dates agreed between AVL and the Supplier shall be adjusted in accordance with the duration of the suspension and/or postponement of the performance dates.

20. Withdrawal

- 20.1 AVL shall be entitled to withdraw from the contract in whole or in part at any time without giving reasons.
- 20.2 In the event of withdrawal in accordance with Item 18.1, AVL shall be obliged to pay the Supplier the proven costs of the contractual services in progress and the costs directly incurred and proven as a result of the withdrawal from the contract to a reasonable extent. The Supplier shall not have any further claim. The Supplier shall be obliged to make all reasonable efforts to keep the costs to be reimbursed by AVL as low as possible.

21. General Provisions

- 21.1 Any agreements, changes or amendments to these General Purchase Conditions must be made in writing or in electronic form. This shall also apply to any agreement to waive this requirement.
- 21.2 For the elaboration of quotations, layouts, cost estimates, etc., no remuneration shall be granted.
- 21.3 The Supplier may only mention the business relations with AVL in their advertising activities with the express written consent of AVL.
- 21.4 This contractual relationship shall be governed by and construed in accordance with Austrian Law excluding its conflict of laws principles.
- 21.5 Should individual provisions of these General Purchase Conditions be or become legally ineffective or unenforceable, this shall not affect the legal status and effectiveness of the remaining provisions. In this case, the parties undertake to replace an invalid or unenforceable provision with a new provision which corresponds as far as possible to the legal and economic purpose of the invalid or unenforceable provision. This also applies to any gaps in the contract.
- 21.6 The place of performance for the payment shall be the registered office of AVL.
- 21.7 Unless otherwise agreed in writing, the competent court in Graz shall have jurisdiction for all disputes arising out of or in connection with these General Purchase Conditions and the orders and/or contractual services related thereto.