



# General Terms and Conditions of Purchase of next system Vertriebsges.m.b.H.

As of: July 2025

The below-stated General Terms and Conditions of Purchase (hereinafter referred to as "GTC\_P") shall be applicable as part of the contract agreed upon to any and all contracts entered into between next system Vertriebsges.m.b.H, Strohboogasse 4, 1210 Vienna, Austria, commercial register no.: 209521w, commercial court of Vienna, VATIN: ATU51685804 (hereinafter referred to as "NEXT SYSTEM") and its suppliers and service providers (hereinafter referred to as "Seller"), unless specified differently in the order or by separate agreement executed in writing. Terms and conditions of parties to a contract which contradict the following GTC\_P, also if only in part, shall not constitute a part or become part of the contract, unless negotiated in detail and explicitly agreed upon in writing otherwise. If a delivery or performance is accepted and/or paid without explicitly contradicting the Terms and Conditions by a contractual partner, it cannot be deduced in any case that NEXT SYSTEM has accepted such Terms and Conditions. Should it be the case that as regards a certain matter, there is no regulation to be found in either a separate agreement or the following GTC\_P, the provisions of non-mandatory law (ius dispositivum) shall be solely applicable. Discrepancies from non-mandatory law in the General Terms and Conditions of parties to a contract shall not be accepted, unless these have been negotiated in detail and explicitly agreed in writing.

## 1. Offers and conclusion of contract

### 1.1 Enquiries and offers

Any and all enquiries and offers on the part of NEXT SYSTEM are never binding. Any cost estimates prepared by Seller are free of charge and shall not oblige NEXT SYSTEM to pay any remuneration or compensation for any of Seller's expenses. Any enquiries issued by NEXT SYSTEM to possible Sellers are – in case of doubt – only invitations to Seller to submit an offer, unless NEXT SYSTEM explicitly designated such enquiry to be a binding offer and at the same time specified to any possible Seller specific modalities regarding its acceptance. Offers referring to the Seller's Terms and Conditions will be accepted by NEXT SYSTEM as a matter of principle without such terms being accepted. NEXT SYSTEM does not recognize exemption clauses or self-supply reservation clauses, unless NEXT SYSTEM has expressly agreed to them in writing.

### 1.2 Acceptance / declarations

Seller's offers are binding and may be accepted by NEXT SYSTEM in writing within a period of at least four (4) weeks from receipt of the offer. Acceptance and submission of offers on the part of NEXT SYSTEM shall be exclusively effected in writing (e-mail or fax are sufficient). Declarations or statements on the part of NEXT SYSTEM – not issued by the Management Board or by a person vested with general commercial power of representation ("Prokurist" pursuant to secs. 48 et seq. Austrian Business Code ["Unternehmensgesetzbuch"]; hereinafter referred to as "Prokurist") – shall never be binding if the commitment would exceed an amount of EUR 100,000.--.

### 1.3 Prices

In case of doubt, the prices agreed upon shall be deemed to be in € (EURO) and to not include any value-added tax (hereinafter referred to as VAT) at the rate prescribed by the law. Unless negotiated in detail and explicitly agreed in writing otherwise, the prices offered by Seller shall be binding firm prices „DDP“ (Incoterms 2020) for delivery at the point of destination as specified by NEXT SYSTEM, which in case of doubt is NEXT SYSTEM's registered seat. The prices are deemed to include potential overtime, if applicable, on the part of Seller, as well as packing to commercial standards. Unless negotiated in detail and explicitly agreed in writing otherwise, the price also includes necessary and appropriate documentation as regards the use of delivered goods or services (see section 5.8) and, in particular, also the usage and property rights to this documentation (for the use in accordance with the contract and for training purposes).

In case Seller reduces prices, such reduced prices shall replace the price agreed originally with effect as of the date such price reduction becomes effective. NEXT SYSTEM reserves the right to adjust and reduce the price according to the changes in value of the price caused by fluctuations in exchange rates, in case exchange rate fluctuations of more than 5% occur at any point in time from the moment when the order is placed with NEXT SYSTEM to the fulfilment of the contract.

## 2. Challenge of the contract

Both challenge and adjustment of the contract because of error on the part of Seller is not admissible. Challenge or adjustment of the agreement on the part of Seller, because of consideration given in exchange being more than twice the fair market price ["laesio enormis"], is not admissible.

## 3. Modifications of the contract

Any modification of agreements entered into between NEXT SYSTEM and Seller, including the present requirement of the written form, need to be executed in writing in order to be legally effective (e-mail or fax are sufficient) and they need to be signed by the Management Board or by a Prokurist (see section 1.2), if they would result in an additional commitment of € 50,000.--for NEXT SYSTEM. Oral side agreements shall not be legally effective.

## 4. Performance and default

Unless explicitly agreed upon in writing otherwise, Seller shall perform delivery "DDP" (Incoterms 2020) at the registered seat of NEXT SYSTEM in Vienna or at any other address as specified by NEXT SYSTEM.

### 4.1 Terms and conditions

Unless any other time of performance or a certain deadline has been expressly stipulated, Seller shall perform all contracts upon call on the part of NEXT SYSTEM. Agreed terms of performance of delivery or service therefore are firm and binding for Seller. In cases of doubt, performance of delivery and/or service shall be effected only within business hours as specified by NEXT SYSTEM, otherwise the performance shall be deemed not rendered and Seller will be deemed to be in default. Unless otherwise agreed, Amounts payable to the Seller shall be due for payment within 60 days from performance. NEXT SYSTEM shall be entitled to a 3 % cash discount in case of payment within 14 calendar days from the performance date.

### 4.2 Consequences of default

As soon as Seller realizes that he is likely to be in default in performing any delivery or service, the Seller shall without delay inform NEXT SYSTEM accordingly. Notwithstanding Seller's obligation to inform of any anticipated default, NEXT SYSTEM is in case of default, regardless if anticipated or already occurred, entitled to withdraw from the contract pursuant to section 6. Default occurs without reminder, as soon as the date of delivery agreed upon is exceeded. If NEXT SYSTEM does not withdraw from the contract, Seller shall pay to NEXT SYSTEM a contractual penalty amounting to 1% of the total order amount for each calendar day of delay, irrespective of fault. The maximum contractual penalty is limited to 40% of the total order amount. The right on the part of NEXT SYSTEM to claim further damages, to withdraw from the contract as well as the right to substitute performance, shall remain unaffected.

### 4.3 Interest on overdue payments by NEXT SYSTEM

In case NEXT SYSTEM does not comply with its payment obligations, interest on overdue amounts is deemed agreed upon at the rate of 4 % p.a.

### 4.4 Retention of title and ownership of the provided tools and equipment

Seller acknowledges that NEXT SYSTEM generally acquires goods for resale. NEXT SYSTEM therefore explicitly does not agree to a retention of title in favour of Seller. Accepting deliveries and services of Seller on the part of NEXT SYSTEM has no declaratory effect with regard to the retention of title.

NEXT SYSTEM is the owner of all tools and equipment provided or paid for by NEXT SYSTEM. Such tools and equipment may be used exclusively for the manufacture of the goods agreed with NEXT SYSTEM. The Seller shall ensure that these tools and equipment are available at all times in proper condition; the Seller shall carry out any necessary maintenance independently, in a timely manner, and at its own expense. Property belonging to NEXT SYSTEM must be clearly marked as such at the Seller's premises and properly stored at all times. The Seller shall maintain adequate insurance coverage for any property of NEXT SYSTEM held at its premises.

If any property belonging to NEXT SYSTEM is damaged, the Seller shall promptly arrange for its repair or provide an equivalent replacement. If NEXT SYSTEM requests the return of its property, such property shall be handed over to NEXT SYSTEM without delay.

### 4.5 Default of acceptance

In case NEXT SYSTEM does not accept delivery of goods supplied or services performed by Seller in accordance with the stipulations of the present GTC\_P at the date agreed upon, Seller notwithstanding is obligated to stay ready for performance at any time and to carefully store any goods or products to be delivered for NEXT SYSTEM. Any delivery or service not accepted by NEXT SYSTEM on the contractual date however does not result in the risk passing to NEXT SYSTEM. Seller however has the right to





notify NEXT SYSTEM in writing of an adequate extension period for acceptance and to withdraw from the contract upon expiry of such period. In case NEXT SYSTEM does not accept delivery of the goods or performance after expiry of this extension, even though the condition of such goods is fully in compliance with the contract, Seller may, in case of gross negligence on the part of NEXT SYSTEM, claim compensation from NEXT SYSTEM for damage suffered directly by him. NEXT SYSTEM however is not liable for any lost profit or consequential damage.

#### 4.6 Right of retention

Any right of retention in favour of Seller is excluded.

#### 4.7 No transfer of performance

Without NEXT SYSTEM's explicit consent in writing Seller does not have the right to transfer its contractual obligations, as entered into with NEXT SYSTEM, to any third party, neither in full nor in part.

#### 4.8 Standard of care of Seller

Seller's Deliveries and services may form part of a complex overall system in areas of application, in which such systems (i.) can affect the physical or mental integrity of human beings (e.g. medical devices) or (ii.) the security of private or public infrastructure (e.g. transport and energy networks). Default or insufficient performance as regards single services or single deliveries, will therefore regularly result in problems in the overall project organisation (in particular postponement of dates, third party claims, logistics disorders, delay in acceptance by NEXT SYSTEM's clients, downtimes), which will in turn result in extra costs. Seller is therefore bound to a particular standard of due care in the course of fulfilling the contract, which meets the above-mentioned particular circumstances. In particular, Seller is obliged to obtain all the information necessary for fulfilling the contract under the specific conditions, i.e. route of transport, site of use of the deliveries and services and integration of the latter deliveries and services into a complex system.

#### 4.9 Withdrawal from the contract

If the Seller breaches any of its obligations, NEXT SYSTEM may withdraw from the contract at any time without the Seller being entitled to claim any additional costs from NEXT SYSTEM. In such a case, the Seller shall indemnify and hold NEXT SYSTEM harmless against any third-party claims.

## 5. Warranty and damages

### 5.1 Warranty

Within the scope of the warranty obligation, Seller is obligated, notwithstanding any further rights on the part of NEXT SYSTEM, to remedy any defects without delay. Seller shall remedy any defects fully at its own cost, including also any cost for necessary freight and transportation, working time and identification of defects, all of which to be assumed by Seller. The general statutory periods as stipulated by law in sec. 933 Austrian General Civil Code ("*Allgemeines Bürgerliches Gesetzbuch*") shall apply to warranty claims and for asserting warranty claims. In case NEXT SYSTEM claims any defects within the warranty period as provided by the law, the assumption is that they were already in existence at the date of performance of delivery or service as long as there is no evidence to the contrary. The assumption of existence of defects is therefore not restricted to the first six months after delivery. Signatures or other marks on delivery notes or similar documents are in no case to be interpreted in a way suggesting NEXT SYSTEM has recognized the delivery to be complete, accurate or free of defects.

### 5.2 No restriction of liability / Rights and Claims of NEXT SYSTEM

No restrictions or exclusions of Seller's liability have been agreed upon. Seller is liable for any and all indirect and direct damage the Seller or a person used by the Seller to perform one of its obligation ("*Erfüllungsgehilfe*" pursuant to sec. 1313a Austrian General Civil Code), inflicted upon NEXT SYSTEM or any third parties, either deliberately or by negligence. Even in case of slight negligence, Seller is liable also for lost profit, consequential damages resulting from defects and default as well as damages NEXT SYSTEM suffers from not being able to comply with its obligations to perform vis a vis third parties. The same applies to any damages incurred by NEXT SYSTEM as a result of third-party warranty or damages claims arising from or in connection with defective goods supplied by the Seller and resold by NEXT SYSTEM.

To secure potential compensation claims, the Seller is obliged to take out product liability insurance that specifically covers any damage resulting from commingling, further processing, as well as installation and removal costs in the event of a recall. This insurance must provide worldwide coverage in an appropriate amount, but in any case no less than EUR 10,000,000.00 per claim for personal injury, property damage and financial loss.

To the extent any amount receivable from Seller, for any reason whatsoever, is due to NEXT SYSTEM, NEXT SYSTEM is entitled to charge interest for overdue payment as of the first day of delay at a rate of 0.05 % per calendar day. The right on the part of NEXT SYSTEM to further claims, in particular for damages, remains unaffected.

### 5.3 Substitute performance

In case Seller does not comply without delay with its obligations under warranty or indemnification obligations, NEXT SYSTEM has the right to – without granting any grace period - remedy any defects or damage itself or have it remedied by a third party at Seller's expense.

### 5.4 Order of sequence of remedies

Within the scope of its rights pursuant to warranty, NEXT SYSTEM is free, without being bound to any particular sequence, to claim improvement (repair), replacement, termination of contract or reduction of price. Within the scope of its rights to claim damages, NEXT SYSTEM is free, without having to follow any order of sequence, to claim financial compensation, improvement or replacement. There is thus also no priority in favour of restitution in kind.

### 5.5 Obligation to claim defects

The obligation to inspect and to give notice of defects pursuant to secs. 377 et seq. Austrian Business Code ("*Unternehmensgesetzbuch*") shall not apply.

### 5.6 Commencement of the warranty period

The warranty period in favour of NEXT SYSTEM only commences as soon as full performance under the contract has taken place. In case of partial performance of deliveries or services, even where they have been agreed upon, the warranty period commences only upon completion of the entire delivery or service, even if NEXT SYSTEM has already started using partial deliveries or services.

### 5.7 Properties of goods and services / NEXT SYSTEM right of verification / Seller's obligation to cooperate

The Seller shall ensure that appropriate quality standards are maintained for the products delivered and/or services rendered, and shall regularly carry out quality control measures appropriate to the nature of its products or services. In addition, any expressly agreed quality standards must also be complied with by the Seller.

The specifications, standards, drawings, and other documents forming the basis of the orders shall be strictly observed.

Unless otherwise agreed in writing, all goods and services delivered or provided to NEXT SYSTEM must, at the time of delivery or performance, comply (i) with all applicable legal and regulatory requirements then in force in the EU and in any country of destination specified by NEXT SYSTEM (e.g. CE conformity, RoHS compliance, REACH Regulation [1907/2006], Conflict Minerals Regulation [2017/821], export control, sanctions regimes), and (ii) with the state of the art applicable in the aforementioned territories, meaning in particular all customary and relevant international and national standards in their currently valid versions, such as ISO, EN, ÖNORM, DIN, etc.

NEXT SYSTEM, by itself or by a person contracted by NEXT SYSTEM, at any time after reasonable advance notice, is authorized to inspect the Seller's area of production and commercial facilities as regards the adherence to the above-mentioned regulations and standards. Upon NEXT SYSTEM's request, the Seller shall provide NEXT SYSTEM – free of charge and in an appropriate form (e.g. machine-readable or duly notarized) – with documents proving conformity with the above-mentioned statutory regulations, regulations of public authorities and international and respective national technical standards, especially test reports performed by accredited offices, whereby such documents must comply with all content requirements set out in the applicable regulations and technical standards.

Should it be the case that NEXT SYSTEM (according to its respective role in the supply chain of "substances" pursuant to art. 3 no. 1 REACH Regulation) pursuant to any provisions set out in the REACH Regulation, in particular in its sections IV (Information in the supply chain) and/or V (Downstream user), has to fulfil any legal obligations, the Seller is obliged to support NEXT SYSTEM, at no additional charge and in any way necessary, in particular, by providing information and documents.

If NEXT SYSTEM is subject to legal obligations under other statutory provisions due to its role in the supply chain, the Seller undertakes to support NEXT SYSTEM in every respect in fulfilling these obligations, at no additional charge, in particular by providing information and documentation.





## 5.8 Documentation

All goods and services delivered to NEXT SYSTEM also include the documentation necessary and appropriate for the use of these goods and services, i.e., in particular, the technical documentation (e.g. requirements specification, calculation notes, test reports, risk assessments, technical drawings, manufacturing documents, proof of quality assurance measures, etc.) and the user documentation (e.g. user manual, installation guide, assembly instructions, quick guide, user guide, service manual, etc.). The concrete extent of the documentation to be provided by Seller shall, unless explicitly specified by NEXT SYSTEM, be determined by the nature of the respective delivery/business case. As a minimum requirement, the documentation must comply with the legal and statutory provisions and regulations of public authorities as well as the state of the art as described in section 5.7, unless NEXT SYSTEM, in the course of its order, specified additional requirements for such documentation.

Seller has to provide NEXT SYSTEM the documentation in an appropriate form (e.g. text documents searchable in full text and, respectively, machine-readable) and, in case not otherwise specified by NEXT SYSTEM, in English or German.

## 5.9 Product liability

Notwithstanding any other obligations of the Seller arising under statutory product liability provisions, the Seller shall indemnify and hold NEXT SYSTEM harmless from and against any product liability claims asserted by third parties in relation to products supplied by the Seller, including any recall actions resulting therefrom. The Seller shall reimburse NEXT SYSTEM for any and all costs incurred in connection with the defence against such claims or with the replacement of the relevant products or services. Upon request, the Seller shall, without delay, disclose the relevant supplier, importer, and manufacturer of any product delivered and, where applicable, provide suitable evidence to assist NEXT SYSTEM in defending against such claims.

## 6. Withdrawal from the contract

To the extent Seller does not perform in accordance with the contract, NEXT SYSTEM has the right to withdraw from the contract without having to grant a grace period. The right to claim further damages shall not be affected in any manner by exercising such right of withdrawal. NEXT SYSTEM has the right to declare withdrawal also only with regard to a part of the contractual performance. NEXT SYSTEM also has the right to withdraw from the contract without granting a grace period if it becomes apparent that the Seller's financial situation has significantly deteriorated or if the opening of insolvency proceedings is rejected due to lack of assets.

## 7. Assignment and set-off of claims / right of retention

If Seller intends to assign his claims against NEXT SYSTEM to third parties, the Seller is obliged to inform NEXT SYSTEM thereof, in writing, 60 days prior. Seller may not assign claims against NEXT SYSTEM to third parties without the prior explicit consent of NEXT SYSTEM. Seller shall have no right of retention to the extent such right is based on counterclaims arising from other legal transactions with NEXT SYSTEM. Set-off shall only be permitted with claims that are either acknowledged by NEXT SYSTEM or have been finally adjudicated, and that arise from the present or another contractual relationship with NEXT SYSTEM.

## 8. Waste disposal

Whenever dangerous waste and waste oil may result from goods supplied by Seller, Seller shall inform NEXT SYSTEM's accordingly and at the same time provide appropriate information regarding disposal options.

Upon request, the Seller shall accept back any waste remaining after proper use of the goods by NEXT SYSTEM. If Seller does not comply with such request within an adequate period of time, NEXT SYSTEM has the right to dispose of such waste at Seller's expense. Seller also undertakes to discharge through its ARA service agreement all packing materials delivered to NEXT SYSTEM and to evidence such fact on invoices and delivery notes. Any and all costs in this regard shall be deemed included in the agreed price.

In case Seller does not comply with its obligations under the present section, the Seller shall fully indemnify and hold NEXT SYSTEM harmless from and against any damage, loss, or disadvantage of any kind resulting from such non-compliance.

## 9. Code of Conduct and ESG

NEXT SYSTEM is aware of its social responsibility and seeks to establish a sustainable supply chain in cooperation with its suppliers and business partners. We therefore expect our Sellers to comply with applicable laws as well as international environmental, social, and governance (ESG) standards.

The Seller undertakes to respect human rights, including labour rights and the right to fair and equal treatment, in the course of its business activities. In particular, the Seller shall ensure the health and safety of its employees and strive to provide a healthy and safe working environment.

Furthermore, the Seller shall comply with the environmental laws and standards applicable to its operations and shall contribute to reducing environmental pollution resulting from its business activities or within its supply chain through continuous improvement of its internal processes.

The Seller shall conduct its business in accordance with the rules of fair competition and shall refrain from exerting any improper, undue, inappropriate, or unlawful influence on public officials or employees of other companies in the pursuit of its business interests.

The Seller is also obliged to implement these standards to the best of its ability with its own suppliers and business partners and to regularly monitor their compliance.

## 10. Duty to observe secrecy

### 10.1 Confidentiality

Seller is obligated to keep any and all information, documents or data received by NEXT SYSTEM and such information, documents and data having come to its knowledge within the scope of the mutual business relationship strictly confidential and to ensure in an adequate manner that such data will be neither communicated or otherwise become accessible to third parties. Seller in particular shall ensure that its computer systems are safe in accordance with the state of the art in order to prevent access of third parties to any data regarding NEXT SYSTEM and saved on Seller's hard- and software. The same applies to any and all electronic and other means of communication as used by Seller. All rights of a property or copyright and other rights on information, documents or data remain with NEXT SYSTEM. Seller is only authorized to use all information, documents and data having come to its knowledge to the extent indispensable for compliance with its contractual obligations. In case Seller violates any of the aforementioned obligations Seller shall indemnify and hold NEXT SYSTEM harmless from any resulting damages, losses, or disadvantages of any kind.

### 10.2 Extent of the obligation of secrecy

The Seller shall ensure that this confidentiality obligation is contractually imposed on its employees as well as on any third-party companies involved in the performance of the contract.

### 10.3 Disclosure of identity of party to the contract

Without written consent on the part of NEXT SYSTEM, Seller does not have the right to disclose the business relationship existing between Seller and NEXT SYSTEM vis a vis third parties, in any way whatsoever, NEXT SYSTEM however has the right to disclose at any time the business relationship with Seller vis a vis third parties, also in public, and in any way whatsoever and to use for this purpose also Seller's company name and logo.

### 10.4 Secrecy to continue in force

The present obligation to maintain secrecy does not terminate upon termination of the transaction but continues in force thereafter for a period of time of 10 years.

## 11. Intellectual property rights

### 11.1 Compensation for all intellectual property rights

With the agreed purchase price any and all rights of use and intellectual property rights regarding the unrestricted use and resale of delivered goods and services, in particular patent rights, copyright and rights to designs and industrial or utility models, are deemed to be compensated. NEXT SYSTEM has the right to unrestricted and free use of delivered objects or services, including publication and resale. Unless rights that are more extensive are granted to NEXT SYSTEM in a specific case, NEXT SYSTEM is entitled to use without separate remuneration, in particular, any know-how and protectable intellectual property created in the course of the contractual relationship to the extent described above, and shall acquire a non-exclusive, unlimited right of use. Seller is obliged to provide the rights of ownership and use necessary for the use of delivered goods and services as described in the present section.

### 11.2 Open source products

If the seller intends to use open source products for the goods or services provided, he is obliged to inform NEXT SYSTEM about this fact at the earliest possible time. Without explicit consent by NEXT SYSTEM, the use of open source products is prohibited.





### 11.3 Interference with rights of others

Seller guarantees that all deliveries for NEXT SYSTEM are free from third party intellectual property rights and ensures that NEXT SYSTEM does not infringe upon any third-party intellectual property rights (in particular, as regards open source products) by freely using the delivered goods or services. In case of any violation of such third party rights in connection with the object of delivery or performance, Seller shall fully indemnify and hold harmless NEXT SYSTEM and its customers from and against any such claims. If a third party brings forward a claim based upon an infringement of such rights, Seller is obliged (i.) either to obtain for NEXT SYSTEM the right to freely use the delivered goods or services without being held liable for an infringement of the latter rights (ii.) or, in case only a part of the delivered goods or services infringe upon such rights and NEXT SYSTEM has given its express consent, to replace this part with other at least equivalent parts that comply with the contractual requirements.

## 12. Use of Incoterms

Whenever Incoterms referenced in the present GTC\_P for more detailed specification of the way the transaction is handled, they only apply to the extent as not provided for different in the present GTC\_P. In case in any additional agreement between NEXT SYSTEM and Seller admissible pursuant to the present GTC\_P the application of Incoterms is agreed upon, this shall refer to Incoterms 2020. Even so these shall apply only to the extent as they are not in contradiction with stipulations of the present GTC\_P.

## 13. Severability

In case individual provisions of the present GTC\_P are not legally effective, the remaining stipulations shall remain effective. Invalid stipulations are deemed to be replaced by legally effective regulations that most closely reflect the economic purpose of the regulations, which ceased to apply because of their invalidity.

## 14. Applicable law and jurisdiction

Austrian substantive law shall apply exclusively, to the express exclusion of the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The competent court in Vienna shall have exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship.

