

GENERAL TERMS AND CONDITIONS OF PURCHASE

Saubermacher

Version dated 2 March 2026

1. SCOPE OF APPLICATION AND DEFINITIONS

- 1.1. These General Terms and Conditions of Purchase ("GTC") apply to all agreements, including pre-contractual legal relationships, between Saubermacher and suppliers regarding deliveries and services that Saubermacher commissions, orders, purchases and/or utilises.
- 1.2. "Saubermacher" refers to Saubermacher Dienstleistungs-Aktiengesellschaft, FN 46653 h, A-8073 Feldkirchen bei Graz, Hans-Roth-Straße 1, including its branches or, if a subsidiary of Saubermacher Dienstleistungs-Aktiengesellschaft commissions, orders, purchases and/or utilises the delivery or service, the subsidiary in question. "Subsidiaries" refers to all companies, including their branches, listed in Appendix 1.
Any subsequent change in the ownership structure or legal succession shall not affect the applicability of these GTC.
- 1.3. The term "supplier" refers to any legal entity, including any legal successors, that is obliged to fulfil and/or is wholly or partially liable for the fulfilment of the delivery or services that Saubermacher commissions, orders, purchases and/or utilises.
- 1.4. "Delivery(ies) and service(s)" refers to all types of items and services, in particular goods and services, but also intangible goods, regardless of whether these have been or can be made the subject of property right applications.
- 1.5. Any terms and conditions contained in the supplier's general terms and conditions of contract, business or delivery or in contract forms that contradict or otherwise deviate from these GTC shall not become part of the contract, even if Saubermacher does not expressly object to them. These GTC shall also apply if Saubermacher, being aware of terms and conditions contained in the supplier's order, business or delivery terms and conditions or contract forms that contradict or otherwise deviate from these GTC, has accepted the delivery or service without reservation or has made payment(s) for it. These GTC also apply to follow-up transactions or future transactions with the supplier without the need for renewed reference to these GTC.
- 1.6. "In writing" means i) in writing in accordance with Section 886 of the Austrian Civil Code (ABGB), ii) a document that is signed by hand, scanned and then sent by email, iii) an electronically signed document.
- 1.7. Unless otherwise specified in these GTC, all terms and definitions used in these GTC are based on the relevant Austrian laws in their currently valid version, in particular the latest valid version of the Federal Waste Management Act (), of the General Civil Code ().

Civil Code and the Austrian Commercial Code.

- 1.8. For reasons of better readability, these GTC do not use gender-neutral differentiation (e.g. supplier/supplier). The abbreviated language form is used for editorial reasons only and does not imply any value judgement.

2. ORDERS, OFFERS AND PRICES

- 2.1. Orders, purchase orders and other legal declarations made by Saubermacher to the supplier are only binding if they are made in writing or confirmed in writing. The supplier must notify us of any obvious errors (e.g. typing or calculation errors) and omissions in the order, including the order documents, for the purpose of correction or completion before acceptance.
- 2.2. Offers and cost estimates addressed to Saubermacher are free of charge and binding on the supplier. The supplier expressly acknowledges that offers and cost estimates as well as related documents will not be returned by Saubermacher.
- 2.3. The supplier is obliged to submit an offer without undue delay for any changes or additions to the agreed delivery or service item requested by Saubermacher after the order has been placed. Special conditions already agreed, in particular bonuses, rebates, discounts and other reductions, shall also apply to such change or addition offers in case of doubt.
- 2.4. If the supplier participates in a tender by Saubermacher, claims for compensation by the supplier for the costs and expenses incurred in this connection and any related claims for remuneration by the supplier are excluded in any case.
- 2.5. Supplier prices in orders, purchase orders, offers, cost estimates, agreements, etc. are considered fixed and maximum prices and include all costs and expenses incurred by the supplier in connection with the delivery or service. If services are invoiced on a time basis, corresponding time records must be submitted without request. Unless expressly stated otherwise, amounts are deemed to be in euros. If supplier prices are agreed in another currency and exchange rate fluctuations (in relation to the euro) occur after the conclusion of the contract at Saubermacher's expense, a corresponding price reduction shall be deemed to have been agreed.
- 2.6. Even if not explicitly mentioned in the delivery or service descriptions, customary commercial norms, (industrial) standards and certifications (in particular ÖNORMEN and DIN standards) shall be deemed to have been guaranteed by the supplier. Likewise, compliance with all relevant legal and protective regulations, in particular those of labour and trade law, shall be deemed to have been guaranteed by the supplier within the scope of performance.

2.7. In the case of consulting services, if persons are named in the order or offer, the use of persons other than those named requires the prior written consent of Saubermacher, otherwise the remuneration for the services of these other persons shall be forfeited.

2.8. The supplier assures Saubermacher that it will permanently ensure adequate insurance cover for any liability risks in connection with its deliveries and services and will provide Saubermacher with appropriate proof of insurance upon request.

3. DELIVERY TERMS, ACCEPTANCE, DELAY, OWNERSHIP AND SUPPORT

3.1. Deliveries to Saubermacher must be made in accordance with DDP Incoterms® in the version valid at the time of conclusion of the contract (for transactions within the EU/EEA or purely domestic transactions, limited to the applicable provisions). If, in exceptional cases, no place of performance has been specified in the order, the supplier must obtain information from Saubermacher about the desired place of performance.

3.2. The supplier shall provide Saubermacher with all shipping information upon request.

3.3. The supplier is responsible for the disposal of packaging materials in particular that arise in the course of delivery and shall bear the associated costs.

3.4. In addition to the information required by law, including foreign trade law, delivery/transport documents must contain: Saubermacher order number and subject matter as specified in the order/purchase order from Saubermacher.

3.5. For each case of defective delivery/transport documentation that triggers a processing procedure at Saubermacher, the supplier shall pay Saubermacher a processing fee of up to EUR 100 for a total net order or order value of EUR 20,000, and in the case of a higher net total order or order value, a processing fee of EUR 200, upon first request, whereby further claims for compensation and other claims on the part of Saubermacher remain unaffected.

3.6. In all cases where deliveries or services are not provided in accordance with the agreement in terms of quality, quantity or time, Saubermacher shall be entitled to refuse acceptance or purchase, subject to further claims. In such cases, (partial) acceptance shall in no way be construed as a waiver on the part of Saubermacher.

3.7. Saubermacher shall be entitled to demand a temporary interruption of the execution of the order until the time of acceptance. In addition, Saubermacher shall be entitled to withdraw from the contract in whole or in part until the time of acceptance without giving reasons. In the event of such an unjustified withdrawal, the supplier shall only be entitled to claim compensation from Saubermacher for any costs and expenses demonstrably incurred by the supplier directly and immediately for this order up to that point, whereby any personnel costs shall in any case be excluded and any conceivable savings opportunities and any

other conceivable possibilities for utilising previous performance results shall be deducted. The supplier shall not be entitled to any (compensation) claims against Saubermacher arising from or in connection with such an unjustified withdrawal before the actual execution of the order by the supplier.

3.8. Complaints on the part of Saubermacher are expressly excluded.

3.9. For each case of total or partial delay in deliveries or services, a contractual penalty (penalty clause) shall be deemed to have been agreed, irrespective of damage or fault, which shall correspond to 1% of the total net order or purchase value per week of delay commenced and shall not be regarded as compensation. This shall be paid by the supplier immediately upon first request. Other claims, in particular for performance and damages, including compensation for lost profits, remain unaffected.

3.10. Saubermacher is under no obligation to accept (partial) deliveries before the agreed delivery date or to accept (partial) services before the agreed acceptance date. Regardless of whether Saubermacher accepts an early (partial) delivery or accepts (partial) services provided early, any costs and expenses incurred in this connection shall be borne by the supplier.

3.11. In the absence of an agreed earlier date, sole and unrestricted ownership of the item in question, free of third-party rights, shall pass to Saubermacher at the latest upon acceptance or approval by Saubermacher, whereby this shall be deemed to be guaranteed by the supplier; Saubermacher shall not accept any retention of title, security ownership or similar.

3.12. Saubermacher shall be entitled to set-off and retention rights and to the defence of non-performance of the contract to the extent permitted by law. In particular, Saubermacher shall be entitled to withhold due payments as long as claims against the supplier for incomplete or defective services remain outstanding.

3.13. The supplier shall only be entitled to a right of set-off or retention on the basis of legally established or undisputed claims.

3.14. Notwithstanding other provisions on sustainability, in particular on the avoidance of obsolescence, the supplier shall provide Saubermacher with customer support available during Saubermacher's business hours at no extra charge for the normal useful life of the delivery item or service at Saubermacher, but in any case for a period of 10 years from the last delivery or acceptance; as well as the availability of spare and wear parts, instructions for use, implementation documentation, source codes, and the like. In the case of discontinued products, remaining stock, and the like, the supplier must expressly notify Saubermacher of this circumstance at the earliest opportunity.

3.15. In the case of software, this must be delivered on a data carrier together with the necessary accompanying documentation (in particular source codes) and a non-exclusive,

unlimited and – apart from the agreed licence fee – free right of use shall be deemed to have been agreed, which is fully transferable within the Saubermacher Group (see point 1.2). The supplier shall provide Saubermacher with customer support available at any time for a period of 10 years from the implementation of the software at Saubermacher, including the installation of any necessary updates and upgrades, without separate remuneration.

4. INVOICES, PAYMENT TERMS AND TAXES

- 4.1. In addition to the legally required invoice details, the supplier's invoice must also contain the following information: Saubermacher order number and subject according to the order/purchase order from Saubermacher. If no order number can be noted, at least the purchaser on the part of Saubermacher and their contact details must be specified.
- 4.2. Saubermacher reserves the right to return invoices that have been issued to the wrong addressee (see point 1.2) or are otherwise defective without processing them.
- 4.3. Saubermacher shall pay the invoice amount either (i) within 30 days less a 3% discount on the net invoice amount, or (ii) within 60 days net. Payment periods shall commence at the earliest upon receipt of the proper invoices by the correct addressee (see point 1.2), but in no case before proper, in particular complete, fulfilment of the invoiced delivery or service.
- 4.4. The invoicing of partial deliveries or services requires an express written agreement. If, as agreed, invoicing is to be made in partial amounts and Saubermacher fails to pay one or more of the partial amounts in full or in part within the discount period, or is in default of payment in whole or in part with regard to one or more of the partial amounts, the right to a discount deduction shall remain valid with regard to all other partial amounts already paid and still to be paid.
- 4.5. Saubermacher shall make payments by electronic bank transfer to the bank account specified by the supplier, with any fees to be borne by the supplier. Payment deadlines shall be deemed to have been met if the transfer order for the amount owed was issued by Saubermacher on the last day of the payment deadline. The supplier acknowledges and agrees that Saubermacher makes payments once a week (usually every Friday) or, if this day is a public holiday, on the next working day; if the end of a payment deadline falls in such a way that the payment in question can no longer be made with the weekly payment run, this payment deadline, including the possibility of a cash discount deduction, shall be deemed to be extended accordingly.
- 4.6. In the event of default of payment on the part of Saubermacher, default interest shall be deemed to have been agreed at an annual interest rate corresponding to the base rate announced by the Austrian National Bank plus one and a half percentage points, whereby

the base interest rate applicable on the first calendar day of a half-year shall be decisive for the respective half-year.

- 4.7. All taxes, fees and charges arising from or in connection with the delivery or service, with the exception of statutory value added tax and personal taxes relating to Saubermacher, shall be borne by the supplier. In any case, the supplier must show taxes, fees and charges accordingly in all documents. In the event that Saubermacher wishes to take advantage of public subsidies and/or favourable tax regulations (e.g. double taxation agreements) arising from or in connection with the delivery or service, the supplier is obliged to provide Saubermacher with appropriate, unrestricted and free support.

5. CONFIDENTIALITY, IP AND DATA PROTECTION

- 5.1. The supplier shall treat Saubermacher's intangible assets, regardless of whether they are or may be subject to property rights applications (e.g. trademarks, (utility) models, patents) and regardless of whether they enjoy copyright protection, in particular project descriptions, plans and sketches, commercial and technical know-how and any confidential information whatsoever belonging to Saubermacher, regardless of how and in what form it becomes available to the supplier during the initiation or in the course of the business relationship, and regardless of whether it is marked as confidential, and shall treat such information as strictly confidential vis-à-vis third parties, take appropriate security measures to maintain confidentiality and grant its organs and employees access only to the extent necessary in each case. Any publication, disclosure or other use by or with the cooperation of the supplier is expressly prohibited. Saubermacher does not grant the supplier any rights whatsoever, in particular no rights of use. The provisions set out in this section 5.1 shall continue to apply indefinitely even after the business relationship has ended. Confidential information that is generally known and made publicly available is not covered by this provision. The supplier is obliged to return and/or verifiably delete or destroy such information immediately upon first request.
- 5.2. In particular, the supplier is not permitted to use Saubermacher's name/company name, brand(s), logo(s), slogans and the like or to use any other references to Saubermacher without the prior written consent of Saubermacher.
- 5.3. For each case of violation of one or more of the provisions standardised in point 5.1 by the supplier, a contractual penalty (penalty clause) shall be deemed to have been agreed, irrespective of damage and fault, which corresponds to twice the total net order value. This shall be paid by the supplier immediately upon first request. Other claims, in particular for injunctive relief, removal and damages,

including compensation for lost profits, remain unaffected.

- 5.4. The supplier assures Saubermacher that it will comply with its data protection obligations in relation to the processing of personal data in the context of initiating and conducting business, in particular those under the General Data Protection Regulation (GDPR) and other applicable legal provisions. Saubermacher is entitled, if necessary, to demand that the supplier immediately conclude a data protection agreement (agreement in accordance with Art. 26 GDPR or agreement in accordance with Art. 28 GDPR), using the corresponding Saubermacher model agreement.
- 5.5. The supplier shall participate in the digital processes specified by Saubermacher in the course of initiating and processing business. In this context, the supplier shall not refuse to cooperate with third parties entrusted by Saubermacher with the implementation of such processes, and Saubermacher shall be entitled to make business-related information available to such third parties.

6. WITHDRAWAL FROM THE CONTRACT / TERMINATION OF THE CONTRACT FOR GOOD CAUSE

- 6.1. Saubermacher shall be entitled to withdraw from the contract or, in the case of continuing obligations, to terminate the contract for good cause, in each case with immediate effect, in particular if i) one or more assurances given by the supplier to Saubermacher prove to be incorrect; ii) the supplier fails to fulfil one or more obligations towards Saubermacher in full and on time despite Saubermacher having set a grace period, or the supplier behaves in a manner that suggests such non-fulfilment; iii) the supplier loses the public law authorisations required for fulfilment; iv) insolvency proceedings are opened against the assets of the supplier and/or any guarantors (e.g. sureties, guarantors) or are not opened due to a lack of assets to cover costs; v) the financial, asset or earnings situation of the supplier and/or any security providers (e.g. guarantors, sureties) deteriorates after conclusion of the contract and the supplier does not immediately provide appropriate (replacement) security upon first request; vi) economic or corruption investigations are initiated in relation to the supplier, its owners, its management and/or its executive employees.
- 6.2. Such termination of the contract shall not affect any other claims on the part of Saubermacher.

7. LIABILITY

- 7.1. The exclusion or restriction of Saubermacher's statutory rights, in particular warranty, error, damages, reduction by more than half and frustration of contract, shall not be accepted by Saubermacher. In warranty cases, Saubermacher shall be entitled, in the event of imminent danger or other imminent

damage, Saubermacher shall also be entitled to immediately arrange for replacement by another professional at market conditions, which shall then be reimbursed by the supplier immediately upon first request.

- 7.2. All assurances made by the supplier with regard to his person, his qualifications and authorisations, as well as his deliveries and services, in particular their characteristics, constitute warranty promises within the meaning of § 880a second alternative ABGB (Austrian Civil Code).
- 7.3. The supplier undertakes to indemnify Saubermacher on first request and to hold it harmless in full with regard to any claims by third parties asserted or asserted against Saubermacher, including any costs and expenses incurred by Saubermacher in this connection, if and to the extent that the supplier has caused the damage directly or indirectly.
- 7.4. Any (recourse) liability on the part of Saubermacher towards the supplier in relation to claims that have been legally awarded to third parties against the supplier and that have been caused directly or indirectly by Saubermacher shall only exist in the event of gross negligence on the part of Saubermacher. otherwise, the supplier must notify Saubermacher of the claim and the facts giving rise to the claim by registered letter immediately after the first request by the third party, failing which any right of recourse shall be forfeited, and shall be limited to 10% of the net price paid by Saubermacher to the supplier for the delivery or service in question. Such a recourse claim must be asserted by the supplier against Saubermacher in court within three months, otherwise it shall be forfeited, whereby this period shall commence on the date of the final decision against the supplier.

8. SUPPLIER RECOURSE, PRODUCER LIABILITY

- 8.1. Saubermacher is entitled to the statutory claims for expenses and recourse within a supply chain without restriction, in addition to other claims for defects. In particular, at Saubermacher's request, the supplier shall owe exactly the type of subsequent performance that Saubermacher owes its customers in individual cases. If goods with digital elements or other digital content are affected, this also applies with regard to the provision of necessary updates. Saubermacher's statutory right of choice is not restricted by this.
- 8.2. Before Saubermacher acknowledges or fulfils claims for defects from customers, Saubermacher shall notify the supplier and request a written statement, briefly explaining the facts of the case. If such a statement is not provided immediately and no other mutually acceptable solution is reached, the defect claim actually granted by us shall be deemed to be owed to our customer. The supplier shall be responsible for providing evidence to the contrary.
- 8.3. All claims arising from supplier recourse shall also apply in the event that the defective goods have been combined with another product or otherwise processed by Saubermacher, its customers or third parties.

8.4. If the supplier is responsible for product damage, it shall indemnify Saubermacher against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties. The supplier shall bear all costs and expenses for a recall campaign to be carried out by Saubermacher vis-à-vis third parties, insofar as this is necessary due to a defect in the products delivered by the supplier.

8.5. The supplier shall maintain product liability insurance with a flat-rate coverage of at least EUR [10] million per personal injury/property damage and shall provide Saubermacher with the policy upon request.

9. WAIVER

9.1. The non-exercise of rights shall in no way be construed as a waiver on the part of Saubermacher.

9.2. Waivers and acknowledgements on the part of Saubermacher as well as settlement agreements must be in writing to be effective.

10. ASSIGNMENT OF RIGHTS, SUBCONTRACTORS

10.1. The assignment or other transfer of the supplier's rights vis-à-vis Saubermacher to third parties, whether by way of individual or universal succession, requires the prior written consent of Saubermacher to be effective.

10.2. The supplier guarantees Saubermacher personal, professional and competent performance. Any intended involvement of subcontractors by the supplier requires the prior written consent of Saubermacher, which may also be granted subject to conditions. Such consent does not release the supplier from its obligations in any way, and the supplier remains directly, immediately and unrestrictedly responsible and liable to Saubermacher.

11. CORPORATE SOCIAL RESPONSIBILITY / SUPPLIER CODE OF CONDUCT

11.1. The supplier assures Saubermacher that, in order to protect human rights and the environment in its own business area and with regard to its suppliers along the supply chain, it will comply with the UN Guiding Principles on Business and Human Rights and with applicable legal provisions (in future), to ensure this through appropriate processes and to support Saubermacher in any related measures free of charge upon first request, in particular by providing information and details.

11.2. In this context, the supplier shall comply with all existing and future guidelines that Saubermacher has published or will publish online at www.saubermacher.com.

12. FORCE MAJEURE

12.1. "Force majeure" refers to external, unavoidable and unforeseeable extraordinary events, in particular war, terrorism and natural disasters, despite the exercise of due commercial care.

12.2. If the supplier invokes force majeure vis-à-vis Saubermacher, this must be done immediately after becoming aware of it and in writing, with concrete evidence of the event affecting the supplier and stating the expected duration for which the supplier will be prevented from performing properly.

12.3. In such cases, any (payment) deadlines applicable to Saubermacher shall be suspended.

12.4. If the supplier is prevented from performing properly for more than 4 weeks due to force majeure, Saubermacher shall be entitled to withdraw from the contract or, in the case of a continuing obligation, to terminate the contract for good cause, in each case with immediate effect.

13. SEVERABILITY CLAUSE

Should one or more provisions of these GTC be or become invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed to have been agreed which comes as close as possible to the economic purpose of the original provision.

14. APPLICABLE LAW AND PLACE OF JURISDICTION

14.1. These GTC and any contractual relationships (or pre-contractual relationships) to which these GTC apply shall be governed exclusively by Austrian law, excluding its referral provisions and excluding the UN Convention on Contracts for the International Sale of Goods.

14.2. For disputes arising from or in connection with contractual relationships (or pre-contractual relationships) to which these GTC apply, including disputes concerning validity and the consequences of termination, the exclusive jurisdiction of the court with jurisdiction for A-8073 Feldkirchen bei Graz shall be deemed to have been agreed. However, Saubermacher shall also be entitled to assert claims against the supplier at any other court in Austria or abroad in whose jurisdiction the supplier has its registered office, a branch or assets.

APPENDIX 1

The SAUBERMACHER Terms and Conditions of Purchase (GTC) in their currently valid version also apply to the following subsidiaries/affiliates of Saubermacher Dienstleistungs AG

No	Shareholding	Valid from
1	Gassner Entsorgung und Umweltservice GmbH	1 April 2023
2	Komex – Waste Disposal Ltd.	01.04.2023
3	Karlschacht Landfill Construction and Operating Company Ltd.	01.04.2023
4	Naturgut Composting and Landscaping Ltd.	01.04.2023
5	pink robin gmbh	01.04.2023
6	Saubermacher Bau Recycling und Entsorgung GmbH	01.04.2023
7	Saubermacher Outsourcing Ltd.	1 April 2023
8	sauber + stark GmbH	01.04.2023
9	Schilcherland Saubermacher Entsorgungs GmbH	01.04.2023
10	Thermo Team Alternative Fuel Utilisation Ltd.	01.04.2023
11	Trügler Recycling – und Transport – GesmbH	01.04.2023
12	Saubermacher IT-Services Ltd.	01 May 2025