

GENERAL TERMS AND CONDITIONS OF PURCHASE

Saubermacher

Effective as of July 1, 2026

1. SCOPE OF APPLICATION AND DEFINITIONS

- 1.1. These General Terms and Conditions of Purchase ("GTCP") apply to all agreements, including pre-contractual legal relationships, between Saubermacher and suppliers regarding goods and services that Saubermacher commissions, orders, purchases, and/or utilizes.
- 1.2. "Saubermacher" refers to Saubermacher Österreich GmbH, FN 668544 d, and Saubermacher AG, FN 46653 h, A-8073 Feldkirchen bei Graz, Hans-Roth-Straße 1, including their branches or—if a subsidiary of Saubermacher Österreich GmbH or a subsidiary of Saubermacher AG (FN 46653 h) commissions, orders, purchases, and/or utilizes the delivery or service—the relevant subsidiary. The term "subsidiary" refers to all companies, including their branches, listed in Appendix 1.
Any subsequent change in ownership structure or legal succession shall not affect the applicability of these General Terms and Conditions of Purchase.
- 1.3. "Supplier" means the legal entity, including any legal successors, that is obligated to perform and/or is wholly or partially liable for the performance of the delivery or services that Saubermacher commissions, orders, purchases, and/or utilizes.
- 1.4. "Delivery(ies) and Service(s)" refers to all types of goods and services, in particular merchandise and services, but also intangible assets, regardless of whether these have been or can be made the subject of intellectual property applications.
- 1.5. Any terms and conditions contained in the supplier's general terms and conditions of order, business, or delivery, or in the supplier's standard contract forms, that contradict these General Terms and Conditions of Purchase or otherwise deviate from them shall not form part of the contract, even if Saubermacher does not expressly object to them. These GTC shall also apply if Saubermacher, with knowledge of terms contained in the supplier's order, business, or delivery terms or contract forms that contradict these GTC or otherwise deviate from them, has accepted the delivery or service without reservation or has made payment(s) therefor. These GTC also apply to subsequent or future transactions with the supplier without the need for a renewed reference to these GTC.
- 1.6. "In writing" means i) a written document in accordance with § 886 of the Austrian Civil Code (ABGB), ii) a document that is signed by hand, scanned, and then transmitted via email, iii) an electronically signed document.
- 1.7. Unless otherwise specified in these General Terms and Conditions, all terms and definitions used herein are governed by the relevant Austrian laws in their currently applicable versions, in particular the most recent applicable version of the Waste Management Act, the General Civil Code, and the Commercial Code.
- 1.8. For the sake of readability, these General Terms and Conditions of Purchase do not use gender-neutral terminology (e.g., "supplier" instead of "male/female supplier"). The use of the short form is for editorial purposes only and does not imply any value judgment.

2. ORDERS, QUOTATIONS, AND PRICES

- 2.1. Orders, purchase orders, and other legal declarations made by Saubermacher to the Supplier are binding only if they are made in writing or confirmed in writing. The Supplier must notify us of any obvious errors (e.g., typographical or calculation errors) and omissions in the order, including the order documents, prior to acceptance so that we may correct or complete them.
- 2.2. Quotations and cost estimates submitted to Saubermacher are free of charge and binding on the supplier. The supplier expressly acknowledges that quotations, cost estimates, and related documents will not be returned by Saubermacher.
- 2.3. The supplier is obligated to submit an offer without undue delay regarding any changes or additions to the agreed-upon scope of delivery or services requested by Saubermacher after the order has been placed. In case of doubt, any special terms already agreed upon—in particular bonuses, discounts, cash discounts, and other reductions—shall also apply to such offers for changes or additions.
- 2.4. If the supplier participates in a request for proposals issued by Saubermacher, the supplier's claims for compensation for costs and expenses incurred in this connection, as well as the supplier's claims for remuneration in this regard, are excluded in any case.
- 2.5. Supplier prices stated in contracts, 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 billed on a time-and-materials basis, corresponding time records must be submitted without being requested. Unless expressly stated otherwise, amounts are deemed to be in euros. If supplier prices are agreed upon in another currency and exchange rate fluctuations (relative to the euro) occur after the contract is concluded to the detriment of Saubermacher, a corresponding price reduction shall be deemed agreed upon.
- 2.6. Even if not explicitly mentioned in the delivery or service specifications, commercially accepted norms, (industry) standards, and certifications (in particular ÖNORM and DIN standards) are deemed to be guaranteed by the supplier. Likewise, compliance with all relevant legal and regulatory requirements, in particular those of labor law and commercial law, is deemed to be guaranteed by the supplier within the scope of performance.
- 2.7. In the case of consulting services, if specific individuals are named in the order or the offer, the engagement of persons other than those named requires the prior written consent of Saubermacher—failing which, no compensation shall be payable for the services of such other persons.
- 2.8. The supplier warrants to Saubermacher that it will maintain adequate insurance coverage at all times against any liability risks associated with its deliveries and services and will provide Saubermacher with proof of such insurance upon request.

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

- 3.1. Deliveries to Saubermacher must be made in accordance with DDP ^{Incoterms®} in the version valid at the time the contract is

- concluded (limited to the applicable provisions for transactions within the EU/EEA or for purely domestic transactions). If, in exceptional cases, no place of performance has been specified in the order, the Supplier must contact Saubermacher to determine the desired place of performance.
- 3.2. The supplier must provide Saubermacher with all shipping information upon request.
 - 3.3. The supplier is responsible for the disposal of packaging materials, in particular, that are generated in connection with the delivery and must bear the associated costs.
 - 3.4. In addition to the information required by law, including foreign trade regulations, delivery and transport documents must include: the Saubermacher order number and the subject line as specified in the order from Saubermacher.
 - 3.5. For each instance of incomplete delivery or shipping documentation that triggers a processing procedure at Saubermacher, the supplier shall, upon first request, immediately reimburse Saubermacher a flat-rate processing fee of EUR 100 for a total net order or contract value of up to EUR 20,000, and a flat-rate processing fee of EUR 200 for a higher total net order or contract value, without prejudice to any further claims for compensation or other claims on the part of Saubermacher.
 - 3.6. In all cases where deliveries or services do not comply with the agreement in terms of quality, quantity, or timing, Saubermacher—subject to further claims—is entitled to refuse acceptance. In such cases, (partial) acceptance shall under no circumstances be construed as a waiver on the part of Saubermacher.
 - 3.7. Saubermacher is entitled, until the time of acceptance, to demand a temporary suspension of the order's execution. Furthermore, Saubermacher is entitled, until the time of acceptance, to withdraw from the contract in whole or in part without stating reasons. In the event of such an unjustified withdrawal, the Supplier shall be entitled to claim from Saubermacher only compensation for any costs and expenses verifiably incurred by the Supplier up to that point directly and immediately in connection with this order, whereby any personnel costs shall in any case be excluded and any conceivable cost-saving opportunities as well as any conceivable alternative uses of the results of work performed to date shall be deducted. The supplier shall have no claim (for compensation) against Saubermacher arising from or in connection with such an unjustified withdrawal prior to the actual commencement of order execution by the supplier.
 - 3.8. Any obligation on the part of Saubermacher to give notice of defects is hereby expressly excluded.
 - 3.9. In the event of any total or partial delay in deliveries or services, a contractual penalty (penalty clause)—irrespective of damage or fault—shall be deemed agreed upon, amounting to 1% of the total net order value for each week of delay or portion thereof, and shall not be considered a fine. This penalty must be paid by the supplier immediately upon first request. Other claims, in particular those for performance and damages, including compensation for lost profits, remain unaffected.
 - 3.10. Saubermacher is under no obligation whatsoever to accept (partial) deliveries before the agreed delivery date or to accept (partial) services before the agreed acceptance date. Regardless of

whether Saubermacher accepts a premature (partial) delivery or accepts (partial) services rendered prematurely, any costs and expenses incurred in this connection shall be borne by the supplier.

- 3.11. In the absence of an agreed-upon earlier date, sole and unrestricted ownership of the item in question, free from third-party rights, shall pass to Saubermacher no later than upon acceptance by Saubermacher; this shall be deemed to have been warranted by the supplier. Saubermacher does not accept retention of title, security interest, or similar arrangements.
- 3.12. Saubermacher is entitled to rights of set-off and retention, as well as the defense of non-performance of the contract, to the extent permitted by law. In particular, Saubermacher is entitled to withhold due payments as long as claims against the supplier arising from incomplete or defective performance remain outstanding.
- 3.13. The supplier is entitled to a right of set-off or retention only with respect to claims that have been legally established or are undisputed.
- 3.14. Notwithstanding other provisions regarding sustainability, in particular those aimed at preventing obsolescence, the supplier shall guarantee Saubermacher—for the normal useful life of the delivered goods or services at Saubermacher, but in any case for a period of 10 years from the date of the last delivery or acceptance—customer support available during Saubermacher's business hours at no additional charge; as well as the availability at all times of replacement and wear parts, user manuals, design documentation, source codes, and the like. If the items in question are discontinued products, clearance stock, or the like, the supplier must expressly notify Saubermacher of this fact at the earliest opportunity.
- 3.15. In the case of software, it must be delivered on a data carrier together with the required accompanying documentation (in particular source code), and a non-exclusive, perpetual, and—apart from the agreed-upon license fee—free right of use shall be deemed to have been granted, which is fully transferable within the Saubermacher Group (see 1.2). The supplier guarantees Saubermacher customer support available at any time for a period of 10 years following the software's implementation at Saubermacher, including the installation of any updates and upgrades that may become necessary, without separate compensation.

4. INVOICES, PAYMENT TERMS, AND TAXES

- 4.1. In addition to the legally required invoice details, the supplier's invoice must also include the following information: Saubermacher order number and the subject line as specified in the order placed by Saubermacher. If no order number can be provided, at least the Saubermacher contact person responsible for the order and their contact information must be specified.
- 4.2. Saubermacher reserves the right to return unprocessed any invoices that were issued to the wrong recipient (see Section 1.2) or are otherwise defective.
- 4.3. Saubermacher will pay the invoice amount either (i) within 30 days, less a 3% discount on the net invoice amount, or (ii) within 100 days net. Payment periods begin at the earliest upon receipt of the proper invoices by the correct recipient (see 1.2), but in no case

before the proper—and in particular, complete—fulfillment of the invoiced delivery or service.

- 4.4. The invoicing of partial deliveries or services requires an express written agreement. If payment is to be made in installments as agreed and Saubermacher fails to pay one or more of the installments within the discount period, or fails to pay them in full, or falls into full or partial default with respect to one or more of the installments, the entitlement to the discount shall remain in effect with respect to all other installments already paid and those still to be paid.
- 4.5. Saubermacher makes payments via electronic bank transfer to the bank account specified by the supplier, with any fees to be borne by the supplier. Payment deadlines are considered met if Saubermacher issued the transfer order for the amount due on the last day of the payment period. The supplier acknowledges and agrees that Saubermacher makes payments once a week (usually every Friday; if that day is a public holiday, then on the next business day); if the end of a payment deadline falls in such a way that the payment in question can no longer be processed as part of the weekly payment run, this payment deadline, including the option for a discount, shall be deemed to be extended accordingly.
- 4.6. In the event of late payment by Saubermacher, default interest shall be deemed agreed upon 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 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 duties arising from or in connection with the delivery or service, excluding statutory value-added tax and personal taxes applicable to Saubermacher, shall be borne by the supplier. In any case, the supplier must itemize taxes, fees, and duties accordingly in all documents. In the event that Saubermacher wishes to claim public subsidies arising from or in connection with the delivery or service and/or take advantage of favorable tax provisions (e.g., double taxation treaties), the Supplier is obligated to provide Saubermacher with appropriate, unrestricted, and free-of-charge support.

5. CONFIDENTIALITY, INTELLECTUAL PROPERTY, AND DATA PROTECTION

- 5.1. The Supplier shall treat as confidential all intangible assets of Saubermacher—regardless of whether they have been or may be the subject of applications for intellectual property rights (e.g., trademarks, (utility) designs, patents) and regardless of whether they are protected by copyright—in particular, project descriptions, plans, and sketches, commercial and technical know-, as well as any and all confidential information from Saubermacher—regardless of how or in what form such information becomes available to the Supplier during the initiation of or in the course of the business relationship, and regardless of whether it is marked as confidential—strictly confidentially, take appropriate security measures to maintain confidentiality, and grant access to its officers and employees only to the extent necessary in each case. Any publication, disclosure, or other use by or with the involvement of the supplier is expressly prohibited. Saubermacher grants the

Supplier no rights whatsoever in this regard, in particular no rights of use. The provisions set forth in this section 5.1 shall continue to apply indefinitely even after the termination of the business relationship. Confidential information that becomes generally known and is made publicly available is not covered by this provision. The Supplier is obligated, upon first request, to immediately return and/or verifiably delete or destroy such information.

- 5.2. In particular, the supplier is not permitted, without prior written consent from Saubermacher, to use Saubermacher's name/company name, trademark(s), logo(s), slogans, and the like, or to use any other references to Saubermacher.
- 5.3. In the event of any breach by the Supplier of one or more of the provisions set forth in Section 5.1, a contractual penalty (penalty clause)—irrespective of actual damages or fault—shall be deemed agreed upon, equal to twice the total net order value. The Supplier must pay this penalty immediately upon first request. Other claims, in particular claims for injunctive relief, rectification, and damages, including compensation for lost profits, remain unaffected.
- 5.4. The supplier warrants to Saubermacher that, with regard to the processing of personal data in the context of initiating and conducting business, it will comply with its data protection obligations, in particular those under the General Data Protection Regulation (GDPR) and other applicable legal provisions. Saubermacher is entitled, if necessary, to require the Supplier to immediately enter into a data protection agreement (an agreement pursuant to Article 26 of the GDPR or an agreement pursuant to Article 28 of the GDPR), using the corresponding Saubermacher contract template.
- 5.5. The Supplier shall participate in the digital processes specified by Saubermacher in the context of business initiation and execution. In this context, the Supplier shall not refuse to cooperate with third parties entrusted by Saubermacher with the implementation of such processes, and Saubermacher is 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 is 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 representations made by the Supplier to Saubermacher prove to be incorrect; ii) the Supplier fails to fully and timely fulfill one or more obligations to Saubermacher despite Saubermacher having set a grace period, or the Supplier engages in conduct that suggests such non-fulfillment; iii) the Supplier loses the public-law authorizations required for performance; iv) insolvency proceedings are initiated against the Supplier's assets and/or those of any security providers (e.g., sureties, guarantors), or such proceedings are not initiated due to a lack of assets sufficient to cover costs; v) the financial, asset, or earnings situation of the supplier and/or any security providers (e.g., sureties, guarantors) deteriorates after the conclusion of the contract, and the supplier fails to provide appropriate (replacement) security immediately upon first request; vi) criminal investigations under economic or

anti-corruption law are initiated against the supplier, its owners, its management, and/or its executive officers.

- 6.2. Such termination of the contract shall not affect any other claims on the part of Saubermacher.

7. LIABILITY

- 7.1. Saubermacher does not accept any exclusion or limitation of the rights to which it is entitled by law, in particular those relating to warranty, error, damages, reduction by more than half, and the loss of the basis of the transaction. In warranty cases, if there is imminent danger or a threat of damage, Saubermacher is also entitled to have the work performed immediately by another professional at market rates, the costs of which must then be reimbursed by the supplier immediately upon first request.
- 7.2. All representations made by the supplier regarding the supplier's person, qualifications, and authorizations, as well as the supplier's deliveries and services—in particular their characteristics—constitute warranty promises within the meaning of § 880a, second alternative, of the Austrian Civil Code (ABGB).
- 7.3. The Supplier undertakes to indemnify Saubermacher upon first request and to hold Saubermacher harmless in full against any and all claims by third parties asserted or brought 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 toward the supplier with respect to claims that have been legally and definitively awarded to third parties against the supplier and that were directly or indirectly (co-)caused by Saubermacher shall exist only in the event of gross negligence on the part of Saubermacher, provided that, failing which the right to recourse shall be forfeited, the supplier notifies Saubermacher of the claim and the facts giving rise to the claim by registered letter immediately upon the first request by the third party, and such liability is limited to 10% of the net price paid by Saubermacher to the supplier for the relevant delivery or service. The supplier must assert such a right of recourse against Saubermacher in court within three months, failing which the right is forfeited; this period begins on the date of the final and binding decision against the supplier.

8. SUPPLIER RECOURSE, MANUFACTURER'S LIABILITY

- 8.1. Saubermacher is entitled without restriction to the statutory claims for reimbursement of expenses and recourse within a supply chain, in addition to other claims for defects. In particular, upon Saubermacher's request, the supplier is obligated to provide exactly the type of subsequent performance that Saubermacher owes its customers in the specific case. If goods containing digital elements or other digital content are involved, this also applies with respect to the provision of necessary updates. This does not restrict Saubermacher's statutory right to choose.
- 8.2. Before Saubermacher acknowledges or fulfills claims for defects made by customers, Saubermacher shall notify the supplier and, providing a brief summary of the facts, request a written statement at . If such a statement is not provided promptly and no amicable solution is otherwise reached, the claim for defects actually granted

by us shall be deemed owed to our customer. In this regard, the burden of proof lies with the supplier.

- 8.3. All claims arising from supplier recourse shall also apply in the event that the defective goods were combined with another product or otherwise processed by Saubermacher, its customer, or a third party.
- 8.4. If the supplier is responsible for product damage, it must indemnify Saubermacher against third-party claims to the extent that the cause lies within its sphere of control and organization and it is itself liable in its external relations. The supplier shall bear all costs and expenses for a recall campaign to be carried out by Saubermacher against third parties, provided that such a campaign is necessary due to a defect in the products delivered by the supplier.
- 8.5. The supplier shall maintain product liability insurance with a lump-sum coverage of at least EUR [10] million per claim for personal injury or property damage and shall provide Saubermacher with a copy of the policy upon request.

9. WAIVER

- 9.1. The failure to exercise rights shall under no circumstances be construed as a waiver on the part of Saubermacher.
- 9.2. Waivers and acknowledgments by Saubermacher, as well as settlement agreements, must be in writing to be valid.

10. ASSIGNMENT OF RIGHTS, SUBCONTRACTORS

- 10.1. The assignment or other transfer of the Supplier's rights against 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 that the work will be performed personally and with the necessary expertise and knowledge. Any intended use of subcontractors by the supplier requires the prior written consent of Saubermacher, which may be granted subject to conditions. Such consent does not in any way release the supplier from its obligations, and the supplier remains directly, immediately, and fully responsible and liable to Saubermacher.

11. CORPORATE SOCIAL RESPONSIBILITY / SUPPLIER CODE OF CONDUCT

- 11.1. The supplier assures Saubermacher that, to protect human rights and the environment within its own business operations as well as with regard to its suppliers along the supply chain, it will ensure compliance with the UN Guiding Principles on Business and Human Rights and with applicable laws and regulations (in the future), to ensure this through appropriate processes, and to support Saubermacher free of charge upon first request in any related measures, in particular by providing information and details.
- 11.2. In this context, the supplier agrees to 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 that cannot be prevented despite the exercise

of due business diligence, in particular war, terrorism, and natural disasters.

- 12.2. If the supplier invokes force majeure against Saubermacher, this must be done immediately upon becoming aware of the event, in writing, with concrete evidence of the event affecting the supplier, and stating the expected duration during which the supplier will be prevented from properly fulfilling its obligations.
- 12.3. In such cases, any (payment) deadlines applicable to Saubermacher shall be suspended.
- 12.4. If the supplier is prevented from properly fulfilling its obligations for more than 4 weeks due to force majeure, Saubermacher is entitled to withdraw from the contract or—in the case of a continuing contractual relationship—to terminate the contract for good cause, in each case with immediate effect.

13. SEVERABILITY CLAUSE

Should one or more provisions of these General Terms and Conditions of Purchase 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 agreed upon that comes as close as possible to the economic purpose of the original provision.

14. GOVERNING LAW AND JURISDICTION

- 14.1. These General Terms and Conditions, as well as any contractual relationships (or pre-contractual relationships) to which these General Terms and Conditions apply, shall be governed exclusively by Austrian law, excluding its conflict-of-laws provisions and the United Nations 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 General Terms and Conditions of Purchase apply—including disputes regarding validity and the consequences of termination—the exclusive jurisdiction of the court with subject-matter jurisdiction over A-8073 Feldkirchen bei Graz is hereby agreed upon. However, Saubermacher is entitled to assert claims against the supplier before any other court in Austria or abroad within whose jurisdiction the supplier has its registered office, a branch, or assets.

APPENDIX 1

The SAUBERMACHER Terms and Conditions of Purchase (AEB),
as amended from time to time, also apply to the following
subsidiaries and affiliates of the Saubermacher Group

No.	Affiliate	Effective as of
1	Gassner Entsorgung und Umweltservice GmbH	April 1, 2023
2	Komex – Abfallentsorgungs GmbH	April 1, 2023
3	Mülldeponie Karlschacht Errichtungs- und Betriebsgesellschaft m.b.H	April 1, 2023
4	Naturgut Kompostierung und Landschaftsbau GmbH	April 1, 2023
5	pink robin gmbh	April 1, 2023
6	Saubermacher Bau Recycling und Entsorgung GmbH	April 1, 2023
7	Saubermacher Outsourcing GmbH	April 1, 2023
8	sauber + stark GmbH	April 1, 2023
9	Schlicherland Saubermacher Entsorgungs GmbH	April 1, 2023
10	Thermo Team Alternativbrennstoffverwertungs GmbH	April 1, 2023
11	Trügler Recycling – und Transport – GesmbH	April 1, 2023
12	Saubermacher IT Services GmbH	May 1, 2025