General Terms and Conditions of Purchase

www.bachmann.info/en/service/suppliers

§ 1
Scope of Application

(1) These General Terms and Conditions of Purchase ("GTCP") shall apply to all orders, commissions and contracts for purchase, services, etc. (collectively referred to as "Orders") under which Bachmann electronic GmbH and/or its affiliated companies ("Bachmann") act as purchaser, principal and/or buyer, unless expressly agreed otherwise in writing. These GTCP are updated from time to time; the current version is available at www.bachmann.info/en/service/suppliers. The version valid at the time of conclusion of the contract shall apply. These GTCP exist in a German and an English version; the prevailing version shall be the one whose language is identical to the language of the Order.

(2) Pre-formulated contractual terms of the contractual partner (also referred to as "Supplier" or "Service Provider") – whether designated as "General Terms of Delivery" or otherwise – shall not apply. Such terms shall not be recognized even if Bachmann accepts documents (order confirmations, delivery notes, etc.) referring to them without reservation and/or accepts deliveries/services and the like.

(3) Any legally binding statement must be made in writing. Statements containing obvious errors, typographical or calculation mistakes shall not be binding and shall oblige the Supplier to make an inquiry.

(4) In the event of a conflict between an Order and any provision of the GTCP, the Order shall prevail.

(5) In addition to the GTCP, the "Delivery and Packaging Regulations" in their current version (www.bachmann.info/en/service/suppliers) shall apply.

§ 2
Order

(1) Bachmann shall only be bound by an Order if it is placed in writing by an employee of the purchasing department duly authorized to do so.

(2) Order confirmations or similar documents shall have no legal effect unless the Order of Bachmann is not based on an offer by the Supplier. Silence, for example in response to a deviating order confirmation, shall not constitute consent.

(3) Mere inquiries by Bachmann, in particular invitations to submit offers, are non-binding and do not entitle the Supplier to any remuneration; the Supplier shall in any case bear the costs of preparing the offer.

(4) Offers and cost estimates submitted by the Supplier shall be binding and may be accepted within the acceptance period; if no acceptance period is specified, the offer may be accepted within 24 weeks of receipt.

§ 3
Delivery / Performance

(1) The delivery/performance date shall be the date specified by Bachmann in the respective Order on which delivery/performance must be rendered or completed at the place of delivery/performance. Where a delivery period is specified, it shall commence upon receipt of the Order. Timeliness shall be determined by Bachmann's ability to take over or accept the delivery/performance. The Supplier acknowledges that compliance with the delivery/performance date and place is an essential contractual obligation.

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(2) Bachmann shall be entitled to refuse early or late delivery/performance and to return it to the Supplier at the Supplier's risk and expense. In the case of early deliveries, Bachmann shall be entitled to charge the Supplier for resulting costs (e.g. storage or insurance).

(3) In the event of (impending) delay, the Supplier shall be obliged to inform Bachmann thereof immediately in writing, stating the reasons and the expected (further) delay.

(4) Bachmann shall be entitled to refuse partial, short or excess deliveries/performances and to return them to the Supplier at the Supplier's risk and expense.

(5) Each delivery shall be accompanied by a delivery note stating, item by item, the type and quantity of the delivered goods, the respective order and article numbers, and all information required to determine preferential origin (e.g. declaration of origin).

(6) In the event of delay, the Supplier shall be obliged to pay Bachmann an immediately due contractual penalty in the amount of 1% of the net value of the affected order item for each commenced calendar week of delay, up to a maximum of 10% of the net value of the order item. Upon proof, the Supplier shall compensate any further damage as well as any other expenses incurred by Bachmann as a result of impending or actual delay (e.g. costs for expedited transport). The right of (partial) withdrawal from the contract shall remain unaffected.

(7) The Supplier shall not be entitled to subcontract the Order or parts thereof without Bachmann's prior written consent; excluded therefrom is the unavoidable procurement of raw materials and standard parts. In all cases, the Supplier shall remain fully responsible for compliance with the specifications.

(8) Even if not explicitly stated in the Order, the scope of delivery shall also include data sheets, assembly instructions, operating and maintenance manuals as well as spare and wear parts lists in German.

(9) The Supplier shall be obliged to obtain all foreign trade (import) licenses at its own expense and to keep Bachmann informed about the requirement of any export license. The same shall apply to any dual-use classification of the ordered goods.

§ 4
Place of Delivery/Performance, Transfer of Risk

(1) Unless otherwise stated in the Order, the place of delivery and the place of performance shall be the Bachmann facility for which the delivery/performance is intended. Delivery/performance shall be rendered at the agreed time and in the agreed manner. Unless otherwise agreed in writing, delivery shall be effected "DDP named place of delivery/performance" (Incoterms® 2020).

(2) Risk shall pass only after unloading and acceptance of the goods at the place of delivery or acceptance of other services at the place of performance.

§ 5
Prices, Invoicing and Payment

(1) The prices stated in the Order are fixed prices and shall compensate the Supplier for all fees, taxes (excluding VAT and income tax) and other charges payable by it, costs for transport and insurance of the delivery/performance, as well as all other expenses for the complete performance of the delivery/performance (in particular customary packaging). The Supplier waives any right to challenge the contract on grounds of error and/or "laesio enormis".

(2) Unless otherwise agreed in writing, the Supplier shall invoice in EUR and issue invoices accordingly.

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(3) Invoices must comply with statutory requirements and contain all information necessary for verification of the invoice amount, in particular the relevant order number; otherwise, any delay in payment shall be the responsibility of the Supplier. Bachmann also reserves the right to return without processing invoices that do not meet these requirements; in such case, the invoice shall be deemed not issued.

(4) If the delivery/performance is incomplete or defective, Bachmann shall be entitled to withhold payment until complete and defect-free performance.

(5) Unless otherwise agreed and subject to complete and defect-free delivery/performance, payment shall be made either within 14 calendar days of receipt of the invoice less 3% cash discount, or within 90 calendar days net. Payment shall be deemed timely if the payment instruction is issued on the last day of the relevant period.

(6) All payments shall be made subject to possible error and shall not constitute an acknowledgment of a claim, either as to its basis or amount. No other explicit or implicit meaning may be attributed to a payment; in particular, payment shall not constitute (unconditional) acceptance.

(7) Default interest at a rate of 5% p.a. is hereby agreed. No default shall occur if the Supplier has not invoiced in accordance with the provisions of these GTCP.

(8) Bachmann shall at all times be entitled to set off its own claims (or claims of affiliated companies). Any set-off by the Supplier with claims of whatever nature shall be excluded unless such claim has been acknowledged in writing by Bachmann or finally adjudicated by a court.

§ 6
Warranty

(1) The goods or services must possess the properties expressly agreed in the specifications and/or usually expected or objectively required, and comply with all applicable standards and (legal) regulations, in particular those relating to chemicals and prohibited substances (REACH Regulation, RoHS Directive). In addition, any tender documents used must be complied with, and the state-of-the-art must in all cases be observed, both with regard to manufacturing methods and execution of the goods or services. Only new materials of first-class quality may be used, and goods must conform to prototypes and/or samples.

If the Supplier is of the opinion that tender documents or other instructions are incomplete, unclear and/or unreasonable, it shall inform Bachmann thereof immediately in writing, but in any case before submitting an offer, and propose a solution.

(2) The goods to be delivered must have the design approvals, authorizations and/or certifications specified in the Order.

(3) The Supplier shall be obliged to fully inspect the quality and quantity of its delivery/performance itself and, if necessary, immediately notify Bachmann of any defect. Any obligation of Bachmann to inspect and/or give notice of defects is hereby fully waived.

(4) At Bachmann's option, the Supplier shall be obliged, within a reasonable period of time, to replace defective goods or re-perform defective services, remedy the defect – in each case at its own cost and risk – or grant Bachmann an appropriate price reduction. Bachmann shall be entitled to demand replacement of the entire delivery or rescission of the contract even if only individual items or parts of the delivery/performance are defective. The right of (partial) withdrawal from the contract shall remain unaffected. Replacement items shall become the property of Bachmann upon delivery. The return of defective goods shall be at the Supplier's risk and expense.

(5) The Supplier shall be obliged to collect and store, in accordance with the state-of-the-art, all information required for item-by-item identification of serially produced goods (serial and batch numbers, date codes, etc.) and to provide such information to Bachmann immediately and free of charge upon request; otherwise, resulting costs (search, recall, etc.) shall be borne in full by the Supplier.

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§ 7
Intellectual Property Rights

(1) Insofar as an Order relates to a service or commissioned work, Bachmann shall, upon payment of the remuneration, be fully entitled to the tangible and intangible results of the service and may use them without any temporal, territorial or substantive restriction – in particular for commercial exploitation – without requiring consent or additional remuneration to the Service Provider. The Service Provider shall be obliged to immediately take all legal and factual steps to ensure full, unrestricted and unencumbered transfer of rights.

(2) Insofar as the delivery/service to be provided by the Supplier requires the use of third-party intellectual property rights, the Supplier undertakes to acquire such rights for an unlimited period, and such acquisition shall be compensated by the price payable by Bachmann. The Supplier further undertakes to grant Bachmann such rights to the extent required.

The Supplier warrants that its delivery/service does not infringe any (intellectual property) rights of third parties and undertakes to fully indemnify and hold harmless Bachmann in this respect.

§ 8
Liability, Insurance

(1) The Supplier shall be liable to Bachmann for all damage and losses arising from any breach of the respective contract. Bachmann shall be fully indemnified and held harmless, including with respect to all claims asserted by third parties.

(2) The Supplier is further obliged to take out and maintain, for the duration of the business relationship with Bachmann, a public and product liability insurance policy with a reputable insurance company, in an amount appropriate to the scope of business conducted with Bachmann. Upon request, the Supplier shall at any time provide evidence of the existence of such insurance. Bachmann is furthermore entitled to settle any outstanding insurance premiums for the Supplier’s account.

§ 9
Tools and Other Aids

(1) Tools and other aids provided by Bachmann or manufactured in whole or in part at Bachmann’s expense, in particular molds, drawings, films, clichés, plans and models, shall be and remain the (intellectual) property of Bachmann. They may be used exclusively for goods delivered to, or services rendered for, Bachmann. The Supplier shall store such tools and aids separately, clearly label them as the property of Bachmann, and insure them at replacement value at its own expense. The Supplier hereby assigns to Bachmann all compensation claims arising from such insurance; Bachmann hereby accepts this assignment.

(2) The Supplier shall, at its own expense, inspect, maintain and service the tools and other aids to ensure their suitability. Any loss, accidental destruction or damage shall be reported to Bachmann immediately in writing.

(3) The Supplier shall retain the tools and other aids for at least ten (10) years from the date of the last delivery or service. After expiration of this period, the further procedure shall be coordinated with Bachmann.

(4) Upon request by Bachmann, the Supplier shall immediately return the tools and other aids at its own risk and expense. Until their return, the Supplier shall bear the risk of loss, accidental destruction or damage.

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§ 10
Materials Provided

(1) Materials provided shall remain the property of Bachmann. They shall be stored and administered separately by the Supplier, clearly marked as the property of Bachmann, and insured against loss, accidental destruction and damage, in each case at the Supplier's own expense. The Supplier hereby assigns to Bachmann all claims arising from such insurance; Bachmann hereby accepts this assignment. The Supplier shall order and maintain sufficient stocks of the materials to be provided by Bachmann in a timely manner so as to be able to fully and punctually meet its delivery obligations to Bachmann. The Supplier shall further examine the provided materials for their suitability for the intended processing or treatment and, where appropriate, warn Bachmann in writing.

(2) If the provided materials are mixed or processed, Bachmann shall acquire co-ownership of the new item in proportion to the value of its materials (at acquisition cost) to the value of the other mixed or processed items.

§ 11
Business and Trade Secrets

(1) The Supplier shall maintain confidentiality regarding the business relationship with Bachmann and shall not misuse any non-public information relating to Bachmann or its business partners ("Business and Trade Secrets"), including for the purpose of training AI systems, and shall keep such information confidential even after fulfillment of the respective contract. In particular, the Supplier shall impose corresponding confidentiality obligations on its employees and other representatives. Only those employees of the Supplier who are involved in the performance of the contract may have access to Business and Trade Secrets. Documents and all other data carriers shall remain the property of the party providing them and shall be returned immediately upon request without making copies. Any confidentiality agreements individually negotiated between the contracting parties shall apply in addition and shall prevail in the event of conflict; the same applies to confidentiality undertakings provided by the Supplier at Bachmann's request.

(2) To the extent necessary for the fulfillment of its contractual obligations, the Supplier may disclose confidential information to its subcontractors only with Bachmann's prior written consent, provided that such subcontractors undertake confidentiality obligations towards Bachmann at least equivalent to those set out above.

§ 12
Quality Assurance, Changes to Raw Materials, Discontinuation of Production

(1) For the duration of the business relationship with Bachmann, the Supplier shall establish and maintain, at its own expense, a modern quality assurance system appropriate to its business model. Upon request, the Supplier shall promptly provide all relevant information and enable Bachmann to conduct audits at the Supplier's premises in a timely manner. The existence of a quality assurance system forms part of Bachmann's supplier evaluation.

(2) The Supplier shall inform Bachmann in writing without undue delay, and at least six (6) months in advance, of any planned changes in the use of raw materials or components, manufacturing processes, or suppliers.

(3) The Supplier shall notify Bachmann in writing at least six (6) months prior to the discontinuation of production of goods previously supplied to Bachmann or prior to a complete cessation of operations.

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§ 13
Force Majeure

(1) Force Majeure shall mean any unforeseeable event which cannot be prevented even by exercising due and industry-standard care and/or reasonable economic means and which temporarily or permanently prevents one or both contracting parties from fulfilling their contractual obligations. Examples include changes in material legal provisions, natural disasters (earthquakes, floods, hurricanes), terrorist acts, war, and labor disputes.

(2) The contracting party affected by Force Majeure shall immediately notify the other party in writing and take all reasonable measures to mitigate the effects of Force Majeure. If the failure to perform essential contractual obligations due to Force Majeure persists for more than six (6) months, either party may terminate the affected contract with immediate effect without being liable to compensate the other party for any resulting damage.

§ 14
Compliance with Laws and Industry Standards, "Conflict-Free" Sourcing

(1) In its business relationship with Bachmann, the Supplier shall comply with all applicable laws and regulations (in particular in the areas of human rights, labor law, environmental protection and anti-corruption law) and shall continuously work towards improving relevant industry standards. Bachmann reserves the right to verify compliance by means of audits. Compliance forms part of the supplier evaluation.

(2) In particular, the Supplier shall prohibit any form of bribery, granting of undue advantages or improper influence directed at representatives of Bachmann. Any violation, including attempted violations, shall entitle Bachmann to cancel the relevant order and to claim damages.

(3) The Supplier shall also endeavor to ensure compliance with all applicable laws and regulations by its own suppliers. This likewise forms part of the supplier evaluation.

(4) Bachmann only accepts raw materials, parts, and components that come from "conflict-free" sources, or whose chemical components do. In this context, "conflict-free" means that the mineral raw materials:

- columbite-tantalite ("coltan"),
- cassiterite ("tin stone"),
- wolframite, and
- gold

are sourced exclusively from a smelter that is listed at the time of purchase by the supplier, on the website

http://www.conflictfreesourcing.org/

as a „Compliant Smelter/Refiner" for the mineral raw material in question. Raw materials, parts, and components that do not meet the "conflict-free" criterion are defective, and Bachmann has the option of choosing the appropriate remedies under warranty law. The supplier is also obliged to compensate Bachmann for any resulting damage.

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§ 15
Special Conditions for Products Containing Software

(1) The provisions of § 15 apply to the purchase of all products containing software, irrespective of the type of contract underlying the purchase. The provisions of § 15 shall apply mutatis mutandis to public domain software.

(2) The following definitions apply:

a. **Open Source Software** ("OSS") means software whose license complies with the "Open Source Definition" of the Open Source Initiative (https://opensource.org/osd) and/or is included in the publicly accessible lists of open source or free licenses of the Open Source Initiative and/or the Free Software Foundation.

(3) The Supplier acknowledges that non-compliance with open source software license terms may result in copyright infringement and a legal defect of the products delivered to Bachmann. The Supplier alone is responsible for compliance with the license terms of all OSS contained in the products delivered to Bachmann, including embedded systems, firmware updates and any other software distribution. The Supplier shall review the software contained in its products for OSS and obtain the necessary information from upstream suppliers. Compliance with the OpenChain Standard version 1.2

https://wiki.linuxfoundation.org/_media/openchain/openchainspec-1.2.pdf

or later versions is an obligation of the Supplier.

(4) At the latest upon first delivery of the product, the Supplier shall provide Bachmann with:

a. a Software Bill of Materials ("SBOM"), i.e. a list of the OSS components used, their version numbers and the applicable OSS licenses as SPDX identifiers (https://spdx.org/licenses/);
b. a document concerning compliance with open source software licenses ("Open Source Content Documentation") that contains all license texts and copyright notices relating to the respective files in Debian DEP-5 format (http://www.debian.org/ doc/packaging-manuals/copyright-format/1.0/) or SPDX format (https://spdx.org/spdx-specification-21-web-version), as well as any additional information that must be provided when the software is transferred due to the applicable licenses, and
c. the complete and corresponding source code of the open source software contained in the product

(5) Where software subject to a "copyleft" license is used, the following shall apply:

a. The supplier must ensure that software under copyleft licenses is only used in the products in a manner that does not create the risk that Bachmann, when using the product in combination with its own software components or third-party software components, must license them as open source software, unless Bachmann's prior written consent has been obtained. Copyleft licenses are understood to be, in particular, those open source software licenses whose license terms require that modifications to the software licensed under them must also be licensed as open source software when distributed.
b. The Supplier shall ensure that the license terms of all software components linked to OSS under the GNU Lesser General Public License permit each user to modify the software for their own use and to reverse engineer such modifications for debugging purposes.
c. The Supplier shall ensure that Bachmann is provided with the information necessary to compile and reinstall OSS licensed under the

i. GNU General Public License,
ii. GNU Lesser General Public License, and
iii. GNU Affero General Public License,

in particular where the product is an embedded system.

(6) The Supplier warrants that the products supplied do not infringe any third-party intellectual property rights and that the license terms of all OSS and other third-party software are fully complied with.

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(7) Furthermore:

a. In the event of a breach of § 15, the Supplier shall immediately remedy the defect, e.g. by replacing non-compliant OSS components with compliant components.
b. The Supplier shall indemnify Bachmann against all damages and costs arising from non-compliance with the warranties under § 15.

§ 16
Network and Information Security / Cybersecurity

(1) The Supplier undertakes to comply with the requirements of Directive (EU) 2022/2555 ("NIS2 Directive") and the applicable implementing laws, in particular with regard to the cyber security risk management measures pursuant to Article 21. This includes the implementation of appropriate technical and organizational measures to ensure confidentiality, integrity, availability, and resilience of network and information systems relevant to the delivery/service. The supplier is obligated to continuously identify, assess, and manage cybersecurity risks, including risks in the supply chain. In the event of incidents (e.g., cyberattacks, data leaks), the supplier must inform Bachmann immediately, within 24 hours at the latest, in writing and take all necessary measures to limit the damage. Upon request, the supplier must provide Bachmann with evidence of NIS2 compliance, including audit reports or certification evidence.

(2) The Supplier shall furthermore comply with Regulation (EU) 2024/2847 ("**Cyber Resilience Act / CRA**") and warrants in particular that it implements appropriate state-of-the-art measures to detect and prevent cyberattacks. The Supplier shall notify Bachmann immediately, and in any event within 24 hours, as soon as there are indications that the confidentiality, integrity or availability of Bachmann information has been compromised or that a cyberattack, including an attempted attack, has occurred; this includes e.g. theft of personal devices with Bachmann information or attacks on IT systems or user accounts.

(3) In the event that the Supplier is granted access (e.g., via VPN) to Bachmann's IT infrastructure, the following conditions shall apply:

a) Access to Bachmann information and infrastructure shall be restricted to those persons directly involved in the provision of services. This includes, in particular, restricting VPN access to these persons.

b) Bachmann information must be stored separately from the supplier's own information and from third-party information. In addition, Bachmann information must be labeled accordingly.

c) The Supplier must regularly instruct its employees and other representatives in accordance with the provisions of this paragraph and must configure its IT infrastructure and operate it in accordance with the state of the art in such a way that the confidentiality, integrity, and availability of Bachmann information is guaranteed at all times.

These obligations shall also apply to subcontractors, whom the Supplier must oblige accordingly.

§ 17
Artificial Intelligence (AI)

(1) When supplying AI software ("AI tools") or AI components, the Supplier shall comply with Regulation (EU) 2024/1689 ("**AI Act**"), in particular with regard to transparency obligations, risk assessments and documentation for high-risk AI systems.

(2) AI-generated content, if ordered or not excluded, shall be appropriately labeled, including an indication of the AI system that generated the content and whether human review has taken place.

(3) Upon request, the Supplier shall promptly provide Bachmann with evidence of compliance, in particular risk analyses, conformity assessments and other documentation.

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§ 18
Sustainability / Environmental, Social and Governance (ESG)

(1) Upon request by Bachmann, the Supplier shall submit its most recent sustainability report prepared in accordance with either the Global Reporting Initiative (GRI) standards or the European Sustainability Reporting Standards (ESRS). The Supplier shall define specific targets for reducing greenhouse gas emissions within its supply chain and provide appropriate evidence thereof. Bachmann reserves the right to verify this by means of audits.

§ 19
Miscellaneous

(1) All legal relationships between Bachmann and the Supplier shall be subject to and governed by the substantive law applicable at the registered seat of the ordering Bachmann company, excluding its conflict-of-law rules.

(2) For disputes falling within the scope of applicable EU law, jurisdiction shall lie with the competent court at the registered seat of the ordering Bachmann company.

For all disputes outside the scope of EU law, arbitration under the most recent version of the Arbitration Rules of the International Chamber of Commerce (ICC) shall apply. The arbitral tribunal shall decide finally; its seat shall be Zurich, Switzerland. The language of the proceedings shall be German; relevant English-language documents need not be translated. To the extent legally permissible, compliance with formal requirements is waived.

In both cases, Bachmann shall also be entitled to bring claims before the Regional Court of Feldkirch, Austria, or any other competent court.

(3) Unless a specific sanction is stipulated in these GTCP, any breach shall entitle Bachmann to withdraw from the contract with immediate effect; the Supplier shall furthermore be liable for damages. Compliance with laws and industry standards forms part of the supplier evaluation.

(4) The Supplier may name Bachmann as a reference customer only with Bachmann's prior written consent. The same applies to publications and marketing activities that directly or indirectly refer to Bachmann.

(5) The Supplier agrees that Bachmann may electronically record and process its data. Where personal data are concerned, the Supplier warrants that it will inform its employees and other representatives of Bachmann's privacy policy available at

https://www.bachmann.info/en/data-protection

If any consent is withdrawn, the Supplier shall immediately notify Bachmann. The Supplier shall fully indemnify and hold Bachmann harmless in this respect and shall itself comply with all applicable data protection laws, including the GDPR.

(6) Any amendment or supplement to the contract shall require the written form and signature by duly authorized representatives of both parties.

(7) Should any provision of these GTCP be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that most closely reflects the economic and legal intent of the original provision. Any gaps shall be filled in accordance with statutory law or, subsidiarily, industry practice.

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