

## GENERAL TERMS OF PURCHASE

FRONIUS INTERNATIONAL GmbH valid as of 01/08/25

### 1. SCOPE OF APPLICATION; SUPPLIER PORTAL; PARTS OF CONTRACT

1.1. These General Terms of Purchase ("GTP") shall apply to all orders for deliveries and services (the "Services") placed by FRONIUS INTERNATIONAL GmbH ("Fronius") with a supplier, unless expressly stated otherwise by Fronius.

1.2. The supplier shall apply to become a supplier in the Fronius Supplier Portal before the first order is executed for Fronius. During the application, the supplier shall accept the exclusive validity of these GTP as the relevant contractual basis for future business transactions with Fronius, even if no separate reference is made to the GTP.

1.3. The supplier waives the applicability of its terms of contract during the business relationship even if provided to Fronius or other documents refer thereto, and Fronius confirms them; the contrary will apply only if Fronius expressly confirms the validity of the supplier's terms of contract in writing.

1.4. The supplier shall update its supplier master data in the Fronius Supplier Portal on request. Required certificates, declarations, or supporting documents as well as relevant changes shall be uploaded to the database with the current validity date.

1.5. In supplement to these GTP, Fronius may include additional or special parts of contract in the framework of the contractual relationship. In the event of any conflict, such additional terms shall take precedence over the GTP.

### 2. OFFERS; ORDER; CANCELLATION

2.1. Unless expressly agreed otherwise, the supplier's offers shall remain binding for at least three months. In its offers, the supplier shall agree the quality and any quantities at Fronius's request. Any Deviation shall be clearly noted by supplier in the offer. If Fronius specifies approximate quantities in the request, these shall be deemed a non-binding preview.

2.2. Offers shall be made in euros. If, contrary to this, an offer is made and accepted in a foreign currency, the exchange rate that applies when the offer is accepted (euro reference and exchange rate of the OeNB [Austrian National Bank]) will be deemed guaranteed. Exchange rate fluctuations benefitting Fronius at the time of payment shall be passed on.

2.3. Unless expressly agreed otherwise, offers, cost estimates, plans, test certificates for technical equipment, and all other documents shall always be prepared free of charge. Cost estimates shall be reimbursed with a guarantee of accuracy. The calculation basis underlying a flat-rate price offer from the supplier will not become part of the contract.

2.4. Orders are binding only if they include a Fronius order number. Orders placed verbally or over the phone, as well as additions, amendments, and deviations of any kind, shall become binding only if an employee of the Fronius Purchasing Department confirms them in writing, by email, or digital data traffic. The supplier shall check each order and, in the event of ambiguities or recognisably missing information, immediately request clarification from Fronius. The supplier shall provide employees to be in contact with Fronius regarding the order only if those employees have sufficient representation power or authorisation to make legally binding declarations on behalf of the supplier.

2.5. Supplier shall confirm orders in writing, by email, or by digital data transfer, stating the Fronius order number, within the period specified by Fronius, and otherwise within 3 working days of the order date at the latest. If the supplier does not accept an order within this period, the order will be deemed to have been accepted. Any changes or deviations contained in the confirmation will become part of the contract only if the supplier clearly emphasises them and Fronius confirms them in accordance with section 2.4. Unconditional acceptance of the goods does not constitute consent to the deviation.

2.6. If the contract covers separable partial services that are individually remunerated, Fronius reserves the right to cancel any such partial service, in whole or in part, even after performance has been concluded and during its execution. In such cases, the total fee shall be reduced proportionately based on the agreed allocation, without renegotiating the prices. Without prejudice to further rights, Fronius may also cancel the entire service and will only compensate for services already rendered in accordance with the agreed pricing. The supplier shall not be entitled to any additional claims, regardless of legal basis. Furthermore, Fronius may cancel, free of charge and in whole or in part, any deliveries that have become unusable due to technical modifications, changes in parts lists, forecast adjustments, or similar reasons, provided this occurs no later than two months before the agreed delivery date. In such cases, the supplier shall have no entitlement to compensation or further claim.

### 3. SCOPE OF DELIVERY OR SERVICE

#### 3.1. GENERAL OBLIGATIONS

3.1.1. The Service shall (a) comply with the specifications, drawings, and other information stated in the order, (b) comply with the state of the art, (c) comply with the applicable statutory provisions and regulations, (d) be suitable for the intended use or further processing or the recognisable purpose pursued, and (e) be CE certified when possible. Unless agreed otherwise, the supplier shall bear sole responsibility for the Service meeting those requirements (diligence alone is insufficient).

3.1.2. By providing the Service, the supplier shall also comply with (a) all applicable laws and official regulations, including but not limited to the relevant environmental laws, such as REACH, or the regulations on employee protection and the employment of foreign nationals (Austrian Foreign Nationals Employment Act, Austrian Aliens Police Act), the Austrian Indus-

trial Code, the Austrian Wage and Social Dumping Prevention Act, etc., and regarding the supply chain and (b) the Code of Conduct for Fronius Business Partners, as well as the requirements of the Fronius Materials Compliance Guideline as amended (both available at: <https://www.fronius.com/de/ueber-fronius/procurement>), and (c) the health and safety regulations of Fronius or Fronius customers while working on their premises. The supplier shall indemnify Fronius against any claims asserted because the supplier, or a subcontractor engaged directly or indirectly by the supplier, breaches an applicable provision.

3.1.3. The supplier shall check instructions, specifications, and documents from Fronius to ensure that they are complete, correct, and suitable for providing the Service under the agreed conditions. The supplier shall become familiar with the conditions on site and confirm that it can render the Service on that basis. If relevant circumstances subsequently change at Fronius's premises, the supplier shall without undue delay warn Fronius of the negative consequences for the provision of Service, failing which any claims to adjustment of the performance period and fee will be forfeited.

3.1.4. Fronius will remain the owner of any samples, models, drawings, sketches, tools, moulds, and other aids it gives the supplier for the preparation of offers or the execution of orders. They shall be treated confidentially and shall not be made accessible to third parties or used for other purposes.

3.1.5. If the Service is a work performance, Fronius may demand changes to the Service or the provision of additional Services from the supplier in writing insofar as this is reasonable. The supplier shall determine and verify the prices for any additional Services based on the original price calculation in the offer, grant any discounts, and announce the prices in a supplementary offer. Fronius shall remunerate the supplier for changes to Services, or for additional Services, only if and insofar as the supplier has announced them in a supplementary offer and Fronius has commissioned them in writing on this basis. Otherwise, agreed prices will also include all additional Services rendered by the supplier.

3.1.6. The supplier shall take out appropriate and customary insurance to coverage its obligations and shall maintain this insurance cover during the business relationship between the parties. Upon request, the supplier shall submit a confirmation from its insurer regarding the scope of cover.

3.1.7. The supplier shall at its expense support Fronius in connection with voluntary and statutory reporting obligations, and official investigations and shall fulfil corresponding requests for information from Fronius without undue delay.

#### 3.2. SPECIAL REQUIREMENTS FOR PURCHASED SERIAL PARTS

3.2.1. Fronius provides non-binding forecasts for certain products on an ongoing basis in which the monthly quantities for products are specified. The supplier shall maintain sufficient production capacities. In addition, Fronius may require the supplier to maintain safety stocks for a certain period of time.

3.2.2. From the date of the initial order and for the duration of the business dealings, the supplier shall not make any changes to (a) the technical product specifications, (b) the manufacturer, or (c) the place of manufacture, except with Fronius's prior consent. Each change shall be documented internally in full, chronologically collected, organised, and in a manner that Fronius can trace, over the entire period of the product orders, at least in electronic form, without any gaps, and sent immediately to the following address [pcn-ptn-supplier@fronius.com](mailto:pcn-ptn-supplier@fronius.com) ("Product Change Notification" or "PCN"), without being requested to do so. Fronius may request further data and documentation, in which case it shall be provided to Fronius within 14 days at the latest. The supplier shall also keep all records for at least 7 years after product cancellation and provide them to Fronius on request.

3.2.3. The supplier shall deliver only original products - not replicas - to Fronius.

3.2.4. The supplier shall ensure that the delivered goods are traceable. If the supplier becomes aware of a batch or series defect, it shall notify Fronius without undue delay and recommend immediate action. The supplier shall analyse the cause of the batch or series defect, draw up proposals for rectification and prevention, and implement these without undue delay at its expense following approval by Fronius. The supplier shall replace or repair all affected products, at its expense, including products that had previously functioned properly.

3.2.5. Product discontinuations are permitted only if they do not violate the obligations assumed in the individual contracts regarding product availability. Unless otherwise agreed there, the availability of products shall be ensured for at least a period of 12 months from the last order. If the supplier lawfully discontinues the products' availability, the supplier shall notify Fronius of the cancellation in writing or by email without undue delay, but at least 12 months before the end of availability.

3.2.6. If the supplier's scope of delivery and Service includes the manufacture or procurement of tools, equipment, or aids for product manufacture (the "Tools"), the Tools will become Fronius's property when the remuneration is paid. The supplier shall not retain the Tools; Fronius is merely loaning them to the supplier, who shall return them at any time on Fronius's request. As long as the Tools are being stored, the supplier shall clearly label the Tools as Fronius's property, keep them in good condition, and insure them. The supplier may use the Tools only for the manufacture of contract items for the supplier and shall not use them otherwise except with Fronius's written consent.

#### 3.3. EMPLOYEES AND SUBCONTRACTORS

3.3.1. Except with Fronius's written consent, the supplier shall not pass on any of the order to other (sub)contractors for performance.

3.3.2. The supplier may deploy sufficiently qualified employees to render its Services. Unless otherwise contractually agreed, the supplier shall tell Fronius the names of those employees and verify their professional qualifications on request.

3.3.3. Notwithstanding the foregoing, the supplier shall always be solely responsible for the

performance of the contract and the compliance with all obligations towards Fronius. The supplier shall bear sole responsibility for its employees and the subcontractors it uses. In particular, the supplier shall ensure that a) all subcontracts, service contracts, and instructions issued are structured in such a way that it can meet its obligations to Fronius unrestrictedly; b) remedial measures are taken promptly in the event of a recognisable poor performance; c) Fronius's house rules or safety regulations are complied with and the supplier participates in safety briefings on relevant visitor and safety regulations at the client's request; d) it can provide evidence of their identity and proper employment, including the required documents, (official) inspections are performed.

#### 4. DEADLINES; DEFAULT; LIQUIDATED DAMAGES

4.1. Performance deadlines (including agreed interim deadlines) are fixed and cannot be changed without Fronius's written consent. Notwithstanding the agreed Incoterms, a specified performance deadline will be the time of acceptance or handover at the Fronius site, unless otherwise agreed.

4.2. If a delay in performance becomes known, the supplier shall, without undue delay, notify Fronius in writing or by email, stating the reasons for the delay and the expected duration of the delay in performance, whether or not the supplier is to blame.

4.3. In the supplier defaults - including through non-compliance with interim deadlines - Fronius may set a grace period of 14 days or less, then withdraw if the grace period expires to no avail, without prejudice to any further claims. Fronius may also commission a third party to provide substitute Services at the supplier's expense and risk after giving the supplier prior warning to no avail (or without such warning in the event of imminent danger), even without terminating the contract relationship in advance.

4.4. Fronius may also demand, regardless of fault, liquidated damages in the amount of 1% of the total order value for each week, or part thereof, by which the performance period is exceeded, up to a maximum of 10%. The liquidated damages will be waived only if the supplier proves that Fronius caused the delay. The assertion of further damage (including the costs of substitute performance) remains permissible. If performance deadlines are postponed by written agreement between Fronius and the supplier, any agreed liquidated damages will then apply to the exceeding of the newly agreed deadlines even if this is not mentioned separately. The above provision on liquidated damages for late fulfilment will also be applied unrestrictedly to liquidated damages agreed for other reasons (to ensure special characteristics, for example).

#### 5. PACKAGING; DELIVERY; TRANSFER OF RISK; ACCEPTANCE

5.1. Goods shall be properly packaged and labelled. Packaging shall not contain any hazardous substances and shall be environmentally friendly and recyclable wherever possible. The supplier shall comply with the requirements communicated separately by Fronius for deliveries, including their notification.

5.2. Unless expressly agreed otherwise, all deliveries shall be made DDP (according to Incoterms 2020).

5.3. Each time a Service is rendered, the supplier shall comply with the applicable requirements of national and international export, import, customs, and foreign trade law (including US and locally applicable export control law and international sanction law provisions) and shall notify Fronius of the resulting obligations, especially if this could result in restrictions for Fronius on the use, export, or sale of the Service concerned. At Fronius's request, the supplier shall provide all necessary evidence and support Fronius during official investigations.

5.4. Unless expressly agreed otherwise, the risk will not pass to Fronius - regardless of the agreed Incoterm - until the delivery has been handed over to the authorised Fronius employees, the delivery has been inspected or accepted at the place of destination (Section 5.5), and the delivery has been confirmed as correct. During this process, the supplier shall properly meet all ancillary obligations (such as providing test certificates, descriptions, instructions, drawings, assembly, commissioning, and training).

5.5. If the Service concerns a work performance, a formal acceptance is required, which shall be recorded in an acceptance report to be signed jointly. The supplier shall without undue delay rectify any defects recorded in the report and notify Fronius of their rectification. If there are significant defects, or many insignificant defects, Fronius may refuse acceptance.

#### 6. PRICES; INVOICE; PAYMENT

6.1. Unless expressly agreed otherwise, all prices are fixed prices for the entire contract period (excluding VAT, which must be charged separately).

6.2. If an order is agreed at an all-inclusive price, that price also includes all additional or ancillary Services that, according to commercial custom, are required for complete and defect-free provision of services, including without limitation delivery and packaging costs. The prices also include any price increases resulting from force majeure events that affect the provision of Services. Such events do not entitle the supplier to suspend or postpone Services.

6.3. If an order has been agreed at an hourly rate, only the actual time spent will be remunerated. The price agreed at an hourly rate shall be stated in detail and, unless expressly agreed otherwise, shall also include all non-productive costs.

6.4. Invoices shall be sent digitally, and only to the following address: Fronius International GmbH, Fronius Strasse 5, A-4642 Sattledt, [scan.ek@fronius.com](mailto:scan.ek@fronius.com).

6.5. The supplier may issue partial invoices only if and insofar as Fronius has expressly undertaken to make partial payments in a payment plan. Fronius may make partial payments for which no deliveries and/or Services have yet been provided subject to the provision of a security (bank guarantee) corresponding to the amount of the payment to be made. Any agreed liability coverage retentions (*Haftrücklass*), retentions to secure against excess payments (*Deckungsrücklass*), and cash discounts to be deducted will remain unaffected by any payment plan.

6.6. All invoices shall be assignable with the correct Fronius order number, comply with all statutory (in particular VAT and customs) regulations, and be issued in a form that enables Fronius to check them with reasonable effort. The documents required for the check shall be enclosed. Invoices for deliveries of goods shall state the type of dispatch.

6.7. Payment periods shall be calculated from the date of receipt of a properly issued invoice. Payment deadlines will start to run only once defect-free contractual Services have been rendered.

6.8. Fronius may deduct a 3% discount if payment - including each partial invoice - is made within 30 days; otherwise, the invoice amounts are due for payment within 60 days. The payment deadlines shall be calculated from the date of receipt of the proper invoice. If the risk is transferred to Fronius at a later date, however, the payment deadlines shall be calculated from that date. Payment deadlines will start to run only if there are no defects. Noncompliant invoices will not trigger the payment deadlines. Payments will not be deemed a waiver of the assertion of defects and claims for damages.

6.9. If a credit note procedure has been agreed, the supplier shall receive a monthly credit note with the recorded Services, net prices, VAT, and total amount. Invoicing is based on the delivery note / proof of performance. The payment period will commence no later than three working days after submission of the delivery note / proof of performance, but not before fulfilment/acceptance of the Service.

#### 7. IP RIGHTS

7.1. Unless expressly agreed otherwise, Fronius will not transfer any patents, design rights, trademarks, copyrights, trade secrets, or other intellectual property rights ("IP Rights") to the supplier, even if Fronius provides them to the supplier, or brings them to the supplier's attention, as part of the order.

7.2. All tangible and intangible results ("Work Results") created during work for or on behalf of Fronius shall be transferred to Fronius unconditionally and without additional fee. If a legal transfer is not possible, the supplier shall grant Fronius an exclusive, transferable, sub-licensable, irrevocable right to use any of the Work Results' contents anytime, anywhere, and at no charge, without charging any separate fee. Insofar as required for the use of Fronius products a non-exclusive right of use shall be granted to the supplier's pre-existing IP Rights to this extent.

7.3. The supplier warrants that it holds all rights to provide Fronius with the legal position owed and that the Services it provides are not encumbered with third-party rights. If the contractual item is to be installed or integrated into Fronius products in accordance with the contract or intended use, the supplier shall check whether patents, patent applications, and utility models could prevent the contractual item from being used in accordance with the contract or intended use and shall provide Fronius with the relevant documentation on request.

7.4. On first request, the Supplier shall indemnify Fronius without restriction against all actions, claims, costs, charges, losses, demands, damages, and expenses that Fronius incurs as a result of the infringement or alleged infringement of third-party property rights.

#### 8. CERTIFICATIONS; QUALITY ASSURANCE; AUDIT

8.1. Fronius is certified in accordance with ISO 9001, ISO 14001, ISO 45001, and ISO 27001 and expects the supplier to observe comparable standards in the provision of Services.

8.2. Fronius may require the supplier to enter into a separate agreement on quality management. In this case, the provisions it contains shall take precedence over the provisions of these Terms of Purchase.

8.3. To verify compliance with the required quality and safety standards, the supplier shall allow Fronius to carry out inspections (including audits on the supplier's premises) by prior arrangement. The supplier shall co-operate to a reasonable extent.

#### 9. CONFIDENTIALITY; DATA PROTECTION; INFORMATION SECURITY

9.1. Unless otherwise agreed, the supplier shall keep the business relationship with Fronius and all information exchanged during it confidential. The nondisclosure obligation shall continue to apply for a period of five (5) years after the relevant contract has been terminated or completely performed.

9.2. The supplier shall comply with the relevant data protection regulations and provide its Services in such a way that they meet the data protection requirements. Any transfer of data to third countries outside the EU/EEA requires the separate written consent of Fronius. If the supplier acts as a processor for the purposes of Article 28 GDPR, or if there is a case of joint controllers for the purposes of Article 26 GDPR, the supplier shall enter into a separate agreement (including the relevant standard contract clauses, if necessary) that meets the legal requirements.

9.3. Fronius takes comprehensive measures to ensure an appropriate level of protection for information and data. Unless otherwise agreed, the supplier is required to provide at least a state-of-the-art level of information security.

#### 10. WARRANTY; OBLIGATION TO INSPECT AND GIVE NOTICE OF DEFECTS

10.1. The warranty will be governed by the applicable statutory provisions, with the proviso that Fronius may at its discretion demand improvement, replacement, a price reduction or - in the case of non-minor defects - immediate termination of the contract. The supplier shall provide a repair or replacement at its risk and expense without undue delay, but in any case within 14 days. Payments do not constitute a waiver of warranty claims. The presumption of defectiveness within the meaning of § 924 ABGB (Austrian Civil Code) applies during the warranty period.

10.2. Fronius may at its discretion perform incoming goods inspections and inspect products delivered or Services provided, but it has not an obligation to do so. The supplier shall waive the defence of late notice of defects both in the case of obvious and hidden defects.

## 11. LIABILITY

11.1. The supplier shall reimburse Fronius in accordance with the statutory provisions for all costs and damage that the supplier causes. The supplier shall also be liable to Fronius for its subcontractors, manufacturers, upstream suppliers, and assistants to the same extent as for its own conduct.

11.2. If Fronius is held liable by third parties because the supplier's Services are defective (in the context of product liability, for example), the supplier shall indemnify and hold Fronius harmless.

## 12. CONTRACT TERMINATION

12.1. Fronius may terminate the contract in writing for good cause, without prejudice to other claims. The following reasons, among others, constitute good cause:

12.1.1. circumstances that are attributable to the supplier and make timely performance appear impossible;

12.1.2. there are justified concerns regarding the supplier's solvency;

12.1.3. the product is no longer technically, qualitatively, or economically competitive compared to relevant supplier's competitors;

12.1.4. the supplier violates relevant statutory provisions that make it unreasonable for Fronius to continue the co-operation;

12.1.5. the supplier or persons attributable to the supplier violate provisions of the Code of Conduct for Fronius Business Partners;

12.1.6. the supplier's corporate structure materially changes A change is deemed "material" if it leads to a change in the ownership of more than 25% of the shares or voting rights, or to the granting of rights of any kind that affect more than 25% of the shares or voting rights, or if a change in the corporate structure is accompanied by a change in management.

12.1.7. If the contract is terminated for good cause, the mutual performance shall generally be reversed unless either (a) Services already provided by the supplier at the time of termination are divisible and have an independent benefit for Fronius or (b) Fronius waives the rescission (*Rückabwicklung*) regarding some or all of the Services.

## 13. APPLICABLE LAW; COURT OF ARBITRATION; PLACE OF JURISDICTION

13.1. This agreement is governed by Austrian law, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

13.2. Any disputes arising out of or in connection with this contract, including disputes regarding its validity, breach, termination, or nullity, will be subject to the exclusive local jurisdiction of the competent court for 4600 Wels-Thalheim.

13.3. Fronius may also submit disputes against the supplier, including disputes regarding its validity, breach, termination, or nullity, to the arbitration rules (Vienna Rules) of the Vienna International Arbitral Centre of the Austrian Federal Economic Chamber (VIAC) and have them finally decided by three arbitrators appointed in accordance with these rules, whereby the rules on expedited proceedings (*beschleunigte Verfahren*) will not apply. The arbitration proceedings shall be held in English. The place of arbitration is Vienna.

13.4. In the event of disputes, the supplier shall not withhold or even suspend its contractual Services.

## 14. MISCELLANEOUS

14.1. Unless otherwise agreed, the supplier shall not offset any claims made by Fronius with counterclaims, unless such counterclaims have either been acknowledged in writing by Fronius or have been legally established as final and binding.

14.2. All commercial correspondence shall be conducted exclusively with Fronius's Purchasing Department, quoting the Fronius order number. Employees of other divisions are not authorised to make legally relevant declarations on behalf of Fronius.

14.3. Finding one or more provisions of this contract to be legally ineffective, invalid, or unenforceable will not render its remaining provisions ineffective, invalid, or unenforceable. If a legally ineffective, invalid, or unenforceable provision is found, the parties shall replace it with an effective, valid, enforceable provision that comes as close as possible to the economic result of the replaced provision. This also applies if any contractual loopholes are found.

14.4. Unless otherwise stated, all legally relevant declarations and notices within the scope of the contract relationship shall be made in writing. Any amendments to the contract shall also use the written form. This also applies to any deviation from the written form requirement stipulated here. Electronic documents that have been signed by authorised representatives with at least a simple electronic signature are equivalent to written documents.

14.5. The supplier shall not use the business relationship with Fronius for advertising purposes except with Fronius's prior written consent. The same applies to the use of Fronius brands, trade names, and other designations.

14.6. The supplier shall provide Fronius with suitable information on its current economic and financial situation on request.

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