

General Purchasing and Contract Conditions for Companies in the Spitz Group

agreed between

Name of company, address and number, post code and town

- hereinafter referred to as **please add the company name and replace in the document** -
- and

- hereinafter referred to as **the Supplier** -

1. Validity of these General Terms and Conditions

These General Purchasing and Contract Conditions apply to all business relations between Spitz and the Supplier. The validity of any General Terms and Conditions and of other contractual standards of the Supplier is expressly excluded. Any deviating Terms and Conditions of the Supplier shall not be binding on Spitz even if Spitz does not specifically object to these and they shall apply only in as far as Spitz has agreed in writing to their validity. In the case of contradictions in the contractual basis, the following order of precedence shall apply: (i) the contract, (ii) the order including the specification; (iii) these General Purchasing and Contract Conditions from SPITZ (and the conditions to which these General Terms and Conditions refer); (iv) statutory provisions.

2. Delivery and Payment

- a. The Supplier is obliged to comply in full with the order quantities and delivery dates as well as the Logistics Handbook and the Supplier Code of Conduct from Spitz.
- b. Once the order has been transmitted respectively the call off has been sent by Spitz to the Supplier, the latter checks immediately whether he can perform the order on the requested delivery date respectively within the requested period of time both completely and on time. Should he be unable to do so, he must disagree with Spitz within 24 hours (interrupted by Saturdays, Sundays and Austrian national holidays) of receiving the order and must then suggest a possible delivery date to Spitz. If the suggested delivery date or suggested quantity are accepted by Spitz, then the remaining provisions from the order or call-off order from Spitz shall apply.
- c. In the event of a delay in delivery (even partial), the Supplier agrees to pay Spitz a contractual penalty regardless of fault in the amount of 2% of the total amount of the order resp. call order per commenced calendar day. Spitz's right to claim damages in excess of the contractual penalty shall remain unaffected. Likewise in the event of a delay in delivery (even partial), Spitz is entitled to withdraw from the contract (in part), without setting a further deadline, and to make cover purchases at its own discretion and without further notice. This shall apply regardless of whether the Supplier is responsible for exceeding the delivery date or not.
- d. Payments will be made within 30 days with a 5% discount or within 90 days net (60 days net in the case of perishable foodstuffs) following a delivery/performance free of defects and invoicing by the Supplier. A discount is also allowed if Spitz offsets. Spitz is authorised to demand the interruption of the delivery/services and to postpone the deadlines stipulated in the order without giving reasons. The Supplier is then only entitled to the reimbursement of costs if these interruptions exceed three (3) consecutive working days. The claim to the reimbursement of costs is limited to the actual downtime costs of production proven by the Supplier.
- e. Events and circumstances beyond the control and influence of the parties to the contract or which the respective party to the contract does not have the power to avoid, and which might occur on the part of one of the parties to the contract during the duration of the present contract, suspend the contractual obligations for as long as and to the extent that their effect prevents the performance of the contractual relationship in part or as a whole. However, with regard to the subject-matter and purpose of the contract, in particular this does not include operational disruptions, disruptions to the supply of raw materials or transport disruptions. The party to the contract which pleads the occurrence of conditions and events of this kind, in particular force majeure, must inform the other party to the contract immediately and report the expected duration and scope of the disruption and at least prove the occurrence of these conditions and events. In the event of conditions and events of this kind, in particular in the event of force majeure, which prevent the Supplier from supplying /delivering the goods/services in an orderly manner, the Supplier is, however, obliged to also deliver smaller quantities and if necessary to purchase these from third parties to supply to Spitz at his own expense. Spitz is entitled to withdraw from the contract and/or the order, resp. from the call order, should the disruption resp. the events last for more than three weeks without the Supplier being able to derive any claims against Spitz from this.

3. Warranty, Guarantee Assurances and Compensation

- a. The Supplier guarantees the agreed/stipulated quality and properties of his goods/services and the prices agreed, in particular the properties stipulated in the order/specification and the suitability for the contractually/specifically stipulated purpose. The Supplier also guarantees that his goods/ services, including packaging, declarations and specifications comply with the Austrian and EU regulations.
- b. In addition, the Supplier guarantees that the goods are free from third party rights, in particular that the goods are not subject to industrial property rights. In the event that third parties assert claims of this kind against Spitz, the Supplier is obliged to keep Spitz free of any claims in this respect and to indemnify and hold Spitz completely harmless in full. Without prejudice to any further rights of Spitz, Spitz is entitled to refuse to accept goods, to return already accepted goods/services to the Supplier at the latter's expense, and to withhold or recover payment of the purchase price, until the validity of the claims has been determined.
- c. In the event of a breach of guarantee agreements, Spitz is also entitled to withdraw from the contract without granting a further notice period without prejudice to any other rights and claims of Spitz. This applies regardless of whether the Supplier is responsible for non-compliance with guarantees.
- d. The Supplier is liable to Spitz regardless of fault, for any damages arising from and in connection with defective deliveries/services including the cost of product recall, loss of profit, defence costs and the cost of replacement for any damage to image. Damage to image is assumed to be 20% of the overall sum of the order respectively of the call order from Spitz resulting from a faulty delivery unless Spitz provides evidence of a higher damage to image.
- e. Within the scope of the warranty rights, Spitz is free to request rectifications, replacements, a price reduction and/ or rescission. The applicability of §§ 377 ff UGB (Austrian Business Code) is expressly excluded.

- f. Spitz shall be liable to the Supplier for any possible damages in accordance with the statutory provisions, whereby a liability of Spitz for slight negligence (except for personal injuries) is excluded.

4. Inspection Rights

Spitz, or appointed third parties, are entitled to carry out inspections for compliance with contractual provisions directly at the Supplier's during regular operating hours at the pertinent production sites of the Supplier. The Supplier further agrees to the implementation of Supplier audits by experts mandated by Spitz. The subject of the Supplier audit extends to all circumstances relevant to the supply relationship. The costs incurred for Supplier audits shall be borne by the Supplier. If the Supplier becomes aware of circumstances which cast doubt on the marketability of his goods/services, he is obliged to immediately investigate and send a detailed report to Spitz. If the Supplier is not also the manufacturer of the goods, he is obliged to transfer these rights of inspection to his upstream suppliers/manufacturers.

5. Duration and Termination of Contracts

Spitz is entitled to terminate contracts and/or orders respectively call orders if a substantial deterioration of the economic circumstances of the Supplier occurs, especially when seizures or other compulsory enforcement actions are carried out against him which jeopardise the claims of Spitz. The same applies if the Supplier requests the opening of insolvency proceedings or such proceedings are opened or are refused due to a lack of assets.

6. Assignment of claims

The assignment of claims of the Supplier against Spitz to third parties is expressly excluded without written agreement from Spitz. Spitz is entitled to assign claims against the Supplier to third parties.

7. Third Party Claims and Product Liability

- a. The Supplier is obliged to indemnify and hold Spitz harmless in full for any third party claims attributable to the goods/services supplied by the Supplier.
- b. The Supplier is obliged to conclude liability insurance coverage including product liability, with a liability coverage limit of at least € 10 million and to maintain this for the duration of the contractual relationship with Spitz and must furnish proof of this insurance coverage at the request of Spitz.

8. Choice of Law, Jurisdiction, Place of Fulfilment and General Provisions

- a. The competent court in Linz on the Danube, Upper Austria, shall be agreed as the exclusive jurisdiction.
- b. The legal relationship between the Supplier and Spitz is exclusively subject to the laws of the Republic of Austria, excluding the referral provisions. The terms of the UN Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.
- c. The place of fulfilment is the final destination named in the order. If no final destination is named in the order, then the place of fulfilment is Attnang-Puchheim, Upper Austria.
- d. In the event that a provision of this agreement is void or ineffective, then this shall not affect the validity of the remaining provisions. It is agreed that the invalid or ineffective provision is to be reinterpreted or supplemented so that the commercial purpose foreseen with the void or ineffective provision is achieved in the best possible way. This applies equally to any unintended gaps.
- e. The Supplier is obliged to keep strictly confidential any business and trade secrets of Spitz which have come to his knowledge in any form or manner whatsoever as well as matters pertaining to the contractual relationship itself and the content of the contractual relationship. The customer commits himself to expressly imposing this obligation to maintain secrecy on all his employees and to taking corresponding measures to make sure that this is adhered to and upheld.
- f. Any changes to the basis of the contract must be made in writing, this also applies to any deviation from the written form.

Attnang-Puchheim, 30.09.2026

.....
S. SPITZ GmbH

.....
.....
.....
(Supplier)