General Conditions of Purchase

of LECO GmbH

Version of May 2025

Non-certified translation of the German document for informational purposes only.

1. Area of application

1.1. These General Conditions of Purchase ("GCP") apply to all orders, deliveries, and services between the supplier and LECO GmbH, Wirtschaftszeile West 6, A-4482 Ennsdorf, and Ungargasse 64-66/1/110, A-1030 Vienna, (referred to in the following as: „LECO"), acting in its capacity as purchaser.

1.2. LECO orders goods and services exclusively based on these GCP. Conflicting or deviating terms of the supplier shall not become part of the contract, even if LECO is aware of them, unless LECO has explicitly agreed in writing.

1.3. Amendments to these conditions by the supplier are only valid if explicitly confirmed in writing by LECO.

2. Conclusion of Contract

2.1. Offers from the supplier are free of charge and non-binding for LECO. A contract is concluded only through a written order by LECO and is exclusively oriented to the content of the written order and these General Conditions of Purchase.

2.2. Order confirmations by the supplier that deviate from the written order shall be deemed a new offer and require LECO's explicit written acceptance.

2.3. All documents submitted as part of the offer or contract execution (e.g., drawings, data sheets) remain the property of LECO and may not be disclosed to third parties.

3. Prices and Payment Terms

3.1. Agreed prices are fixed prices and include all ancillary costs, particularly transport, packaging, or insurance, unless otherwise agreed in writing.

3.2. Payments are made within 30 days net upon receipt of a proper invoice by LECO.

3.3. Unilateral price changes by the supplier are excluded.

4. Delivery and Delay

4.1. Deliveries shall be made DDP (according to the latest version of the Incoterms) to the location designated by LECO. This means that the goods shall be delivered by the supplier, cleared through customs at its expense and transported to the destination in the importing country specified by LECO, and that all costs and transportation risks shall be borne in full by the supplier until handover to LECO.

4.2. The stated delivery dates are binding.

4.3. In the event of delivery delays, LECO is entitled to withdraw from the contract and claim damages after expiry of a reasonable grace period.

4.4. Partial deliveries require LECO's prior consent.

5. Inspection and Notification of Defects

5.1. LECO shall inspect the delivery for any obvious defects within a reasonable period. There are no further inspection and control obligations. A notice of defect is timely if sent within 14 business days of discovery.

5.2. For hidden defects, the notice period begins upon discovery. Statutory warranty rights of LECO remain unaffected in all cases.

6. Retention of Title

6.1. Retention of title by the supplier is only valid if previously agreed in writing with LECO.

7. Warranty

7.1. The supplier warrants that the delivered products are free from material and legal defects and comply with the agreed technical specifications.

7.2. The statutory limitation period for defect claims is 24 months from the transfer of risk. Any shortening of this period in the supplier's terms is excluded.

7.3. Any limitation of the warranty to intent or gross negligence is not accepted.

7.4. Any reversal of the burden of proof to the detriment of LECO is excluded.

8. Liability

8.1. The supplier is fully liable according to statutory provisions.

8.2. Limitations of liability – particularly to intent or gross negligence, and exclusions of compensation for lost profits, production downtime, or consequential damages – are not accepted unless required by law.

8.3. Attempts by the supplier to limit liability through general terms are invalid unless individually and expressly agreed in writing with LECO.

8.4. The supplier bears the burden of proof that the goods were free of defects at the time of the transfer of risk to LECO.

9. Confidentiality and IP Rights

9.1. The supplier agrees to treat all information disclosed during the business relationship as confidential.

9.2. The supplier guarantees that no third-party rights (especially patents, utility models, copyrights) are infringed by its deliveries.

10. Foreign Trade Law, Export Control and Sanctions

10.1. The supplier undertakes to comply with all national and international export control and sanction regulations.

10.2. The supplier undertakes to comply with the applicable national, European and international anti-terrorism regulations as well as the national (AußWG- Austrian Foreign Trade and Payments Act/AußHV –Austrian Foreign Trade Regulation) and European (Dual-Use Regulation 1334/2000 as amended) export control regulations. Furthermore, the supplier undertakes to comply with the US re-export regulations (EAR – Export Administration Regulations) and sanctions (OFAC – Office of Foreign Assets Control) for the goods or technical data to which the US regulations apply. If, due to the aforementioned regulations, an authorization by the respective competent authorities should be required, the supplier undertakes to obtain this at its own expense and to inform LECO thereof.

10.3. The supplier declares and warrants that neither it nor any of its subsidiaries or affiliates nor, to its knowledge, any director, officer, agent, employee or affiliate of its company or any of its subsidiaries

(i) is controlled by, owned 50% or more in the aggregate by, or acting on behalf of one or more persons or entities currently subject to sanctions imposed by the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury,

the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, or the U.S. Department of Commerce. Department of Commerce), the United Nations Security Council, the European Union, any member state of the European Union, the United Kingdom or any other relevant sanctions authority (collectively "Sanctions", such entities "Sanctioned Entities", each of such person "Sanctioned Persons" and each such person a "Sanctioned Person"),

(ii) is located, organized or resident in a country or territory that is, or whose government is, subject to Sanctions that broadly prohibit doing business with that country or territory (collectively, "Sanctioned Countries" and each a "Sanctioned Country"); or

(iii) will directly use proceeds, or lend, contribute or otherwise make available proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity involved in the offering, whether as consultant, underwriter, advisor, investor or otherwise).

10.4. The supplier further declares and warrants that, to the best of the supplier's knowledge and belief, neither it as a company nor any of its subsidiaries or affiliates has engaged in any business or transaction that constitutes a violation of any Sanctions, in particular with or for the benefit of any Sanctioned Person or with or in any Sanctioned Country, ever since the imposition of the relevant Sanction, nor does the supplier or any of its subsidiaries have any plans to engage in any business or transaction with or for the benefit of any Sanctioned Person or with or in any Sanctioned Country.

10.5. Neither the supplier as a company nor any of its subsidiaries or affiliates is, to the best of the supplier's knowledge, engaged in any business or transaction that would be considered by a reasonable third party to be circumvention of any of the aforementioned Sanctions.

10.6. The supplier is obliged to have implemented and maintain policies and procedures to ensure that it and its subsidiaries and affiliates comply with applicable Sanctions.

10.7. The supplier will notify LECO in writing without undue delay if it or any of its subsidiaries or affiliates becomes a Sanctioned Entity or Sanctioned Person or if it is determined that the supplier or any of its subsidiaries or affiliates has violated any applicable Sanctions.

10.8. LECO is entitled to terminate any business relationship and cancel any obligations towards the supplier with immediate effect if the supplier or any of its subsidiaries or affiliates becomes a Sanctioned Entity of Sanctioned Person or if it is determined that the supplier or any of its subsidiaries or affiliates has violated the Sanctions applicable to the business relationship with LECO.

10.9. Violations of export control regulations entitle LECO to terminate all existing contracts without notice and to claim damages.

10.10. The supplier undertakes to fully comply with the provisions of Article 12g of Regulation (EU) No. 833/2014 and Article 8g of Regulation (EU) No. 765/2006, as amended. It shall also ensure that no third parties in the upstream supply and trade chain take measures that amount to a circumvention of these provisions.

10.11. The supplier is obliged to establish and maintain an appropriate monitoring and control mechanism capable of detecting attempts to thwart and circumvent Article 12g of Regulation (EU) No. 833/2014 and Article 8g of Regulation (EU) No. 765/2006 by third parties in the supply and trade chain in good time.

10.12. Any breach of paragraphs 10.10. and 10.11. shall constitute a material breach of the contract between LECO and the supplier and shall entitle LECO to take appropriate remedial action, including but not limited to the termination without notice of all contracts concluded between LECO and the supplier.

10.13. The supplier shall inform LECO immediately of any problems in the applications of the paragraphs 10.10. or 10.11., including any relevant activities of third parties that could frustrate the purpose of paragraph 10.10..

10.14. LECO reserves the right to report violations of paragraphs 10.10., 10.11., 10.12. and 10.13. to the competent authority.

11. Data Protection

11.1. The supplier undertakes to comply with the GDPR and all applicable data protection laws

11.2. Personal data is used solely for contract execution and may not be disclosed to third parties without consent.

12. General Provisions

12.1. Neither party shall have the right to transfer any of its claims arising from the contractual relationship to third parties without the agreement of the other party.

12.2. Any amendments or supplements of the contract and/or these Delivery Terms and also of collateral agreements shall require the written form. This shall also apply to an amendment of this written form requirement.

12.3. Should a provision of this contract and/or these delivery terms be partially or wholly invalid, this shall not affect the validity of the remaining provisions. The parties undertake in such a case to replace the invalid provision with a valid provision that most closely approximates the business intention of the invalid one.

12.4. The exclusive court of jurisdiction for all disputes arising from this contractual relationship is the court with judicial and regional competence for these matters in 4482 Ennsdorf, Austria. LECO is entitled, however, to sue the supplier before any other competent court.

12.5. The law of the Republic of Austria shall apply under the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).