

General Purchasing Conditions and Data Privacy Statement

(As at 6th October 2026)

1. Applicable Terms and Conditions

The legal relations between the Seller and the Buyer shall be based exclusively on these terms and conditions and any other agreements. Amendments and additions shall require written form. Other General Terms and Conditions shall not apply, even if they have not been expressly contradicted in the individual case. The following provisions regarding deliveries shall apply correspondingly to services.

2. Conclusion of Contracts

2.1 Supply contracts (quotation and acceptance) and call-offs, as well as amendments and additions thereto, shall require written form. Call-offs may also be made by electronic data transmission. All quotations submitted by the Seller shall be free of charge.

2.2 If the Seller does not accept the order within 5 days of receipt, the Buyer shall be entitled to withdraw the order. Call-offs shall become binding at the latest if the Seller does not object thereto within 3 days of receipt.

2.3 Within the limits of what is reasonable for the Seller, the Buyer may request changes to the delivery item with regard to its construction and design. The effects of such changes, in particular with regard to additional and reduced costs as well as delivery dates, shall be appropriately agreed by mutual consent.

3. Price

The price stated in the purchase order shall be binding and shall include delivery DDP to the Buyer's premises in accordance with Incoterms 2020, including customary packaging, transport insurance, import duties and other charges as well as statutory VAT.

4. Payment

4.1 Payment shall be made, at the discretion of the Buyer, either within 30 days after complete delivery and receipt of an auditable invoice in duplicate, with a 3% cash discount, or within 90 days without deduction. In the event of acceptance of early deliveries, the due date for payment shall be based on the agreed delivery date.

4.2 In the event of an incorrect delivery, the Buyer shall be entitled to withhold payment until proper and complete performance has been rendered.

4.3 Without the prior written consent of the Buyer, the Seller shall not be entitled to transfer any rights and/or obligations it has vis-à-vis the Buyer, in particular to assign its receivables against the Buyer or have such receivables collected by third parties.

5. Delivery Dates and Delivery Periods

The delivery shall take place on the date specified in the contract or purchase order or, at the latest, on the last day of the period specified therein. Delivery periods shall commence on the date of the purchase order. Compliance with the delivery date or delivery period shall be determined by the complete receipt of the ordered delivery, including the documentation, by the Buyer.

If delivery DDP to the Buyer's premises in accordance with Incoterms 2020 has not been agreed, the Seller shall make the goods available in good time, taking into account the customary time required for loading and dispatch. Deliveries shall be handled in accordance with the Buyer's instructions.

6. Delivery of Required Documentation

The Buyer may only consider the delivery complete and free of defects after receipt of any required documentation. It is within the Seller's sphere of responsibility to ensure that the documentation is complete and free of defects.

The documentation, material certificates and test documents required in the purchase order shall be sent by the Seller to the e-mail address qualitycertificates@linsinger.com, stating the purchase order number and cost unit (see purchase order, if specified) in the subject line.

The documentation shall be sent simultaneously with delivery of the goods.

The Buyer reserves the right to arrange payment only after receipt of the documents.

Accordingly, discount periods shall only commence once the scope of delivery has been fulfilled completely and in accordance with the purchase order.

7. Delayed Delivery

7.1 The Seller shall be obliged to notify the Buyer in writing without undue delay if a delay in delivery occurs.

7.2 In the event of delayed delivery, the Buyer shall be entitled, irrespective of fault, to demand from the Seller compensation for delay in the amount of 1% of the total contract value for each commenced week of delay, up to a maximum of 10% of the total contract value as a contractual penalty. The Buyer's right to assert further damages and other claims shall remain unaffected.

7.3 In the event of delayed delivery, the Buyer shall be entitled to withdraw from the contract without granting an additional period of grace. If the Seller is responsible for the delay in delivery, the Buyer shall also be entitled to withdraw from all contracts concerning goods that have not yet been delivered or delivered goods that cannot reasonably be used without the goods affected by the delayed delivery.

8. Confidentiality

The Seller shall treat as confidential all commercial and technical information and documents that are not generally known and that become known to it through the business relationship, shall use such information and documents exclusively for the provision of the ordered deliveries and services and shall not disclose them to third parties.

These obligations shall also be imposed on any sub-suppliers. The confidentiality obligation shall continue to apply after completion of the contract. It shall only expire when and to the extent that the knowledge contained in the documents or information has become generally known.

9. Transfer of Risk

Unless otherwise agreed in writing, the time of transfer of risk shall be determined in accordance with Incoterms 2020, both in cross-border and, correspondingly, in domestic transactions. If no agreement has been made in this respect, the clause DDP to the Buyer's premises in accordance with Incoterms 2020 shall apply.

10. Warranty

10.1 Warranty for Defects in Quality

The Seller warrants that, for a period of 24 months from the transfer of risk, the goods delivered by it shall be free from defects, shall have the warranted characteristics and shall comply with the Buyer's requirements and specifications.

The Buyer shall notify the Seller in writing of defects in the delivery as soon as they are discovered in the ordinary course of business, but within 14 days. Hidden defects may be asserted up to 36 months after acceptance of the complete delivery. In this respect, the Seller waives the right to object to late notification of defects.

At its discretion, the Buyer shall be entitled to demand that the Seller, at the Seller's own cost and risk and within a short period, remedy the defects by rectification (repair or subsequent delivery of missing items) and/or replacement, or to claim a reduction in price, or to return the goods to the Seller at the Seller's cost and declare rescission of the contract, or to remedy the defects itself or have them remedied by third parties at the Seller's cost and risk.

The Seller warrants that the performance of the individual supply contracts shall not result in any infringement of rights, in particular with regard to compliance with laws, regulations or other provisions of any official authority.

10.2 Warranty for Defects of Title

The Seller warrants that all items subject to the supply contracts are its full property and that no conflicting third-party rights exist.

11. Force Majeure

Force majeure, in particular industrial disputes, unrest, measures by authorities and other unforeseeable, unavoidable and serious events, shall release the Parties from their performance obligations for the duration of the disruption and to the extent of its effects.

This shall also apply if such events occur at a time when the affected Party is in default.

The Parties shall, within reasonable limits, provide the necessary information without undue delay and adjust their obligations to the changed circumstances in good faith.

For the duration of the disruption, the Buyer shall be entitled to procure the goods covered by the supply contract from other sources and accordingly to reduce the delivery quantities agreed in the supply contract without any obligation towards the Seller.

12. Liability

12.1 If claims are asserted against the Buyer due to a defect in a product delivered by the Seller, in particular on the basis of producer and/or product liability, the Seller shall indemnify the Buyer against all third-party claims and reimburse the Buyer for all payments that the Buyer has had to make to third parties on this account.

The Seller shall provide the Buyer with the best possible support in any legal dispute with third parties.

If the Seller claims that there is no defect in the product delivered by it within the meaning of the applicable producer and/or product liability provisions, the Seller shall also bear the burden of proving this to the Buyer.

12.2 The Seller shall be liable to the Buyer for all claims, costs, damages and expenses, including legal costs, arising from or in connection with a recall of goods delivered by the Seller or of products into which goods delivered by the Seller have been integrated, insofar as the recall is or was necessary due to the goods delivered by the Seller.

If the Seller claims that a recall is or was not necessary due to the goods delivered by it, the Seller shall bear the burden of proving this to the Buyer.

13. Quality and Documentation

13.1 The Seller shall comply with the generally accepted rules and the latest state of the art, safety regulations and agreed technical data with regard to its deliveries.

Changes to the delivery item require the Buyer's prior written consent.

The Seller shall continuously monitor the quality of the delivery items. The Parties shall inform each other about opportunities for quality improvement.

13.2 In order to ensure the quality of the deliveries, the Seller shall systematically plan, define, implement and monitor measures, taking economic efficiency into account, which ensure the highest possible level of quality.

The quality management system that the Seller is required to maintain shall comply with the requirements of ISO 9001:2015 and ISO 14001:2015 as well as with any other written agreements.

An initial sample inspection shall be carried out separately with regard to material, dimensions, functions and reliability in order to

demonstrate that the planned and applied manufacturing and testing processes are suitable for achieving consistent quality even under series-production conditions.

Upon request, the Seller shall provide the Buyer at any time with the opportunity to obtain information at the Seller's premises regarding the Seller's quality management system in order to verify compliance with and effectiveness of the aforementioned measures.

Any additional quality assurance requirements imposed on the Seller must be complied with in full.

Effective quality assurance requires clear and complete written instructions. These instructions must be continuously updated. This shall apply in particular to the areas of planning, development, procurement, manufacturing, testing, storage and transport.

Any position within the Seller's organisation may be entrusted with quality assurance responsibilities. The Seller shall impose the same obligations on its sub-suppliers or shall ensure compliance with the corresponding quality requirements by its own means.

13.3 If authorities require access to the production process and testing documents of the Buyer in order to verify compliance with specific requirements, the Seller shall, at the Buyer's request, grant such authorities the same rights at the Seller's premises and provide all reasonable assistance in this regard.

14. Intellectual Property Rights

The Seller shall be liable for claims arising from the infringement of intellectual property rights and applications for intellectual property rights resulting from the contractual use of the delivery items.

The Seller shall indemnify and hold harmless the Buyer and its customers against all claims arising from the use of such intellectual property rights.

The Parties shall inform each other without undue delay of any known risks of infringement and alleged cases of infringement and shall give each other the opportunity to jointly counter such claims by mutual agreement.

15. Use of the Buyer's Production Equipment and Confidential Information

Models, moulds, templates, patterns, samples, tools and other production equipment, as well as confidential information provided to the Seller by the Buyer or fully paid for by the Buyer, may only be used for deliveries to third parties with the Buyer's prior written consent and shall be returned to the Buyer, together with any copies, without undue delay upon the Buyer's request.

16. Substances Used in Production

16.1 The Seller warrants that it complies with the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006 of 30 December 2006), as amended from time to time – hereinafter referred to as the "REACH Regulation" – in particular that the substances have been duly registered.

16.2 The Buyer shall not be obliged to obtain an authorisation under the REACH Regulation for any item delivered by the Seller.

16.3 The Seller further warrants that it shall not deliver any delivery items containing substances pursuant to

- Annexes 1 to 9 of the REACH Regulation, as amended from time to time, and
- RoHS (2002/95/EC) for products falling within its scope of application.

16.4 The Seller is requested to enclose the valid certificates in accordance with ISO 9001:2015 and ISO 14001:2015 with its quotations.

16.5 The Seller is requested to enclose the required safety data sheets for hazardous substances with its quotations.

17. General Provisions

17.1 The Buyer shall be entitled to withdraw from the contract, in whole or in part, if insolvency proceedings are opened against the assets of the Seller or if an application for the opening of such proceedings is rejected due to insufficient assets to cover the costs, or if the conditions for opening such proceedings or rejecting such an application are met, or if the Seller ceases payments, as well as in cases of force majeure. Such withdrawal shall not give rise to any claims whatsoever by the Seller against the Buyer.

The Seller shall immediately notify the Buyer of any such circumstances.

17.2 If any provision of these terms and conditions or of any further agreements made between the Parties is or becomes invalid, this shall not affect the validity of the remaining provisions of the contract.

The Parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to the economic effect of the invalid provision.

17.3 The place of performance for all obligations of the Parties arising from this contract shall be the registered office of the Buyer.

17.4 The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall, with respect to the Seller, be the court having subject-matter jurisdiction for the registered office of the Buyer.

The Buyer shall, at its discretion, also be entitled to bring an action against the Seller before any other court that may have jurisdiction under national or international law.

17.5 This agreement shall be governed exclusively by Austrian law. The conflict-of-law rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

17.6 Set-off against claims of the Buyer shall not be permitted. The Seller shall have no right of retention.

17.7 The Buyer's purchase order number must be stated in all correspondence relating to the supply contract.

Each delivery shall be accompanied by a separate delivery note for each purchase order number, stating the purchase order number and article number.

18. Data Privacy Statement

18.1 For the purpose of concluding and performing the contract, LINSINGER Maschinenbau Gesellschaft m. b. H. processes the following personal data of persons whose details have been provided by the contractual partner for the purpose of contract performance: company name, address, telephone number, e-mail address, fax number, company register details, VAT identification number, bank details, salutation, name of the contact person, department/function of the contact person, telephone number/e-mail address of the contact person, etc., as well as any information relating to the contractual service and the invoicing of such service that can be attributed to these companies.

18.2 The data provided by the contractual partner is necessary for the performance of the contract. Without this data, LINSINGER Maschinenbau Gesellschaft m. b. H. cannot conclude the contract with the contractual partner.

18.3 The legal basis for the processing of the data is the performance of the present contract pursuant to Art. 6 para. 1 lit. b GDPR.

18.4 This personal data shall be stored for the duration of the existing contractual relationship and thereafter only for as long as statutory obligations or legitimate interests exist, e.g. to comply with statutory retention obligations or to assert legal claims.

18.5 This personal data shall only be transferred to third parties if this is necessary for the performance of the contract, is based on a legal basis, is justified by a legitimate interest of third parties involved in the business transaction, or is necessary for the assertion or defence of legal claims.

If strictly necessary, the data of the contractual partner may be disclosed to the following recipients: banks, legal representatives (for the enforcement of rights or defence against claims or in the context of proceedings before authorities), tax advisors/accountants, courts, administrative authorities, debt collection agencies, external financing providers (e.g. leasing companies), cooperating contractual and business partners (shipping service providers, transport companies), insurance companies, service providers (IT service providers), etc.

18.6 Subject to the applicable statutory provisions, you generally have the right to obtain information about the personal data concerning you, to have such data corrected or deleted, to restrict processing, to data portability and to object to the processing of your personal data, as well as the right to lodge a complaint with the supervisory authority. In Austria, this is the Austrian Data Protection Authority ("Datenschutzbehörde").

18.7 The contact details of the controller can be found in the privacy statement on the LINSINGER website.

19. Supply Chain Due Diligence Obligations (LkSG)

19.1 The Seller undertakes to comply with all human rights-related and environmental due diligence obligations incumbent upon it under the applicable European Union and national laws and regulations.

19.2 In particular, the Seller undertakes to:

- a) take all appropriate measures within its own business operations and along its supply chain to prevent violations of human rights or environmental obligations;
- b) provide, upon request by the Buyer, all information required to fulfil the Buyer's statutory due diligence obligations;
- c) immediately notify the Buyer of any substantiated suspicion of violations and actively cooperate in their investigation and remediation;
- d) maintain an appropriate grievance mechanism for affected persons or employees or enable them to make use of such a mechanism.

19.3 Upon request, the Seller shall provide evidence of the implementation of these obligations, such as policies, audits or certifications.

19.4 In the event of serious or repeated breaches of these obligations, the Buyer shall be entitled to terminate the contract for cause with immediate effect.

19.5 These obligations shall also apply to all subcontractors and suppliers engaged by the Seller for the performance of this contract.

20. NIS2

20.1 General Obligation

The Seller undertakes to implement all appropriate technical and organisational measures in accordance with Directive (EU) 2022/2555 ("NIS2 Directive") and the applicable national implementing legislation, as amended from time to time, in order to ensure a level of security of its network and information systems appropriate to the risk, insofar as such systems are used for the manufacture, provision or delivery of the contractual products or services.

20.2 Risk Management and Security Standards

The Seller shall, in particular, maintain procedures for risk assessment, access and authorisation controls, security monitoring, personnel training, as well as business continuity and emergency planning.

Suitable evidence may include certifications such as ISO 27001, TISAX, BSI IT-Grundschutz or comparable standards.

20.3 Notification of Security Incidents

The Seller shall notify the Buyer without undue delay, but no later than within 24 hours after becoming aware of any security incidents or IT disruptions that have or may have an impact on the contractual deliveries or services.

20.4 Evidence and Audit Rights

The Seller undertakes to provide the Buyer, upon request, with suitable evidence of compliance with the NIS2 requirements.

The Buyer shall be entitled, upon prior notice and to a reasonable extent, to conduct audits or security assessments at the Seller's premises itself or through third parties commissioned by the Buyer.

20.5 Use of Sub-Suppliers

If the Seller engages sub-suppliers or other third parties to perform services in connection with this contract, the Seller shall ensure that such parties also comply with the NIS2 requirements set out in this clause.

The Seller shall remain responsible for compliance with these obligations by its sub-suppliers.

20.6 Breach of Contract and Sanctions

In the event of serious or repeated breaches of the obligations set out in this clause, the Buyer shall be entitled to terminate the contract for cause with immediate effect and/or to claim an appropriate contractual penalty.

21. Cyber Resilience Act (CRA)

The Seller warrants that all products, components and services supplied by it comply with the applicable requirements of the Cyber Resilience Act (CRA) and all relevant delegated and implementing acts, insofar as such products, components or services fall within the scope of the CRA.

In particular, the Seller undertakes to:

- a) implement appropriate technical and organisational measures to ensure cybersecurity throughout the entire product lifecycle;
- b) maintain appropriate vulnerability management, including processes for the identification, handling and remediation of security vulnerabilities;
- c) provide security updates within appropriate periods;
- d) comply with all relevant notification and information obligations.

The Seller shall inform the Buyer without undue delay, but no later than within 24 hours, of:

- a) known vulnerabilities;
- b) security incidents;
- c) risks to the conformity of the delivered products.

The Buyer shall be entitled, upon reasonable prior notice, to verify compliance with the aforementioned obligations itself or through third parties.

In the event of breaches of these obligations, the Buyer shall, without prejudice to any further rights, be entitled to:

- terminate the contract for cause;
- claim damages.

The Seller shall indemnify and hold harmless the Buyer against all damages, costs, fines and third-party claims arising from a breach of the aforementioned obligations.

22. Data Act

The Seller warrants that, with regard to all connected products and related services supplied by it, it complies with the applicable requirements of Regulation (EU) 2023/2854 (Data Act).

Insofar as the Buyer is entitled under the Data Act to access data generated or made available by the connected products or related services covered by the contract, the Seller shall enable the Buyer to access such data as required by law and shall provide the information, interfaces and technical prerequisites necessary for this purpose.

The Seller shall inform the Buyer in good time of any changes to products, software, interfaces or related services that may impair access to, use of or availability of the relevant data.

Upon request, the Seller shall provide the Buyer with the necessary evidence of compliance with the aforementioned obligations and shall ensure that sub-suppliers engaged by the Seller likewise comply with the applicable requirements of the Data Act.