

1. Scope of application, form

The present General Terms and Conditions of Purchase ("GTC") apply exclusively to all assignments and orders of TOMRA Sorting GmbH, Otto-Hahn-Straße 2-6, 56219 Mülheim-Kärlich, registered with the District Court Koblenz HRB 15327, TOMRA Sorting N.V., Research Park Haasrode 1622, Romeinse straat, 20, 3001 Leuven, Belgium, identification number 0457.694.203 at the Leuven register of legal entities, Tomra Sorting s. r. o., with its registered seat at the ProLogis Park Senec, DC 8, Diľaľniĉná cesta 5019/26, Senec 903 01, Slovak Republic, identification number: 35 878 282, registered with the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 30935/B, or any of its affiliates within the TOMRA Sorting group of companies, whichever of these companies has placed the order ("TOMRA") for deliveries of goods and/or services, with the respective contractor ("Contractor"). Unless otherwise agreed, the GTC in the version valid at the time of the order resp., in any case, in the version last communicated to the Contractor in text form apply, as a framework agreement, also to future contracts of the same type without TOMRA having to refer to them again in each individual case. Deviating, conflicting or supplementary General Terms and Conditions of the Contractor only become part of the contract if and to the extent that TOMRA has explicitly agreed to their applicability in writing. Individual written agreements, made in individual cases, with the Contractor (including side agreements, additions and alterations) always take precedence over these GTC.

2. Order

- i. Our order is considered binding at the earliest with written submission or confirmation. The Contractor is required to confirm our order in writing within the deadline specified in the order or, if no deadline is specified, within five (5) days. A delayed order confirmation shall be considered a new offer of the Contractor and it only becomes binding insofar as TOMRA has accepted it in writing.
- ii. Orders, call-offs and alterations of or additions to them can also be made by remote data transmission.
- iii. Samples, drawings, models or other documents that TOMRA makes available to the Contractor shall remain the exclusive property of TOMRA. The Contractor is obliged to use these documents exclusively for the fulfilment of the assignments, to maintain secrecy about their form and content and not to forward them to third parties without our explicit written consent. After completing the

assignments, these documents must be returned to TOMRA without request.

- iv. If the Contractor prepares designs, plans or other documents in connection with the assignments, then, in the absence of any other agreement, they shall become the property of TOMRA without compensation. To the extent necessary, the Contractor grants TOMRA a comprehensive and exclusive right of use in this regard.

3. Prices and terms of payment

- i. The price stated in the order is binding.. Unless otherwise agreed in individual cases, the price includes all deliveries of services and ancillary services of the Contractor (e. g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- ii. Unless otherwise agreed between the Parties, the agreed price is due for payment within 45 calendar days of the complete delivery of goods and services (including any agreed acceptance) and receipt of a proper invoice.
- iii. The invoice is to be addressed to TOMRA in accordance with the specifications specified in the order.
- iv. If TOMRA makes payment within 14 calendar days, the Contractor shall grant a 3% discount on the net amount of the invoice, unless otherwise agreed between the Parties.
- v. In the case of a bank transfer, payment has been made on time if the transfer order is received by the bank before the payment deadline has expired; TOMRA is not responsible for delays caused by the banks involved in the payment process. TOMRA does not owe any contractual late payment interest. Delays in payment are governed by the statutory provisions.
- vi. The Contractor has a right of set-off or a right of retention only for counterclaims that have been finally legally established or are undisputed.

4. Delivery time and default in delivery

- i. The agreed delivery date, as confirmed by the Contractor is binding.
- ii. The Contractor is obliged to inform TOMRA immediately in writing if it cannot be expected

that the agreed delivery times - for whatever reasons – will be met.

- iii. If the Contractor is in default, TOMRA is entitled to demand - in addition to further reaching legal claims – lump-sum compensation, for damage caused by the delay, of 1% of the net price per complete calendar week of the period of default, but not more than a total of 5% of the net price of the goods delivered with delay.
- iv. TOMRA reserves the right to prove that greater damage has occurred. The Contractor reserves the right to provide evidence that no or only significantly less damage has occurred.

5. Performance, delivery, transfer of risk, default of acceptance

- i. Without prior written consent, the Contractor is not entitled to have the performance owed by him performed by third parties (e.g. sub-contractors).
- ii. Unless otherwise stated in the order (Incoterms 2020), delivery shall be made at the expense and risk of the Contractor to the location specified in the order. If the destination is not specified and nothing else has been agreed, the delivery must be made to the place of business of the ordering TOMRA company. The respective destination is also the place of performance for the delivery and a possible subsequent performance.
- iii. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (item number and amount) and also the TOMRA order identifier (date and number). If the delivery note is missing or incomplete, TOMRA is not responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to TOMRA separately from the delivery note.
- iv. The risk of accidental loss and accidental deterioration of the item passes to TOMRA upon delivery at the place of performance.
- v. If acceptance has been agreed, the acceptance is decisive for the transfer of risk. In the event of acceptance, the statutory provisions of the law on contracts for work apply accordingly.

6. Quality

- i. Unless otherwise contractually agreed, as a minimum obligation for his deliveries the

Contractor must comply with the product law provisions applicable at the registered seat of the ordering TOMRA company, the recognized rules of technology, the safety regulations and the agreed technical data, and, in addition, set up, document and prove a quality management system in accordance with the recognized rules (e.g. EN ISO 9001, STN EN ISO 9001) of its own cost.

- ii. TOMRA reserves the right to audit the effectiveness of the quality management system on site.
- iii. The Contractor must constantly check the quality of the delivery items. The contractual parties shall inform each other about the possibility of a quality improvement.
- iv. The Contractor must bind pre suppliers to the same conditions as stipulated herein. .
- v. The Contractor will provide together with the goods detailed specifications of the composition and characteristics of the goods in writing, to enable TOMRA to transport, store, process, use and dispose of such goods safely and in compliance with the applicable laws.

7. Supply, Instruments and Devices

- i. Substances, parts and instruments provided by TOMRA shall remain the exclusive property of TOMRA and must be kept separately by the Contractor.
- ii. If the substances or parts provided by TOMRA are inseparably mixed with other items that do not belong to TOMRA, TOMRA acquires co-ownership of the newly manufactured product in the amount of the ratio of the value of the free issue materials provided to the total value of the mixed items at the time of mixing. If the mixing takes place in such a way that the Contractor's item is to be regarded as the main item, it holds that it has been agreed that the Contractor transfers proportional co-ownership to TOMRA; the Contractor shall keep the sole ownership or the co-ownership for TOMRA free of charge.
- iii. If the Contractor manufactures instruments or production facilities at TOMRA's expense, TOMRA shall acquire ownership of the respective item.
- iv. The Contractor is obliged to use the tools or production facilities provided by TOMRA or manufactured for TOMRA exclusively for the

production of the deliveries of goods and services ordered by TOMRA. The Contractor is also obliged to insure TOMRA property against loss, damage, destruction and theft in an adequate amount.

- v. Observation, examination, dismantling or testing of a product or item that has been made available to the Contractor by TOMRA is explicitly not permitted, unless TOMRA authorizes the Contractor in writing.

8. Confidentiality

All confidential information, which is confidential by nature or explicitly designated as confidential (including the existing contractual relationship between TOMRA and the Contractor) must be kept confidential from third parties. This confidentiality obligation continues even after the contractual relationship has ended.

9. Intellectual property

The Contractor hereby grants TOMRA an unlimited, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable license for the use of all intellectual property relating to the delivered goods, provided this is necessary for the contractual use of the goods. Otherwise there is no transfer and/or granting of a right or license through an existing or future patent, a patent application or other intellectual property from one contracting party to the other contracting party. The Contractor is not entitled to file a patent, in particular a process patent, that relates to the intellectual property of TOMRA, including but not limited to the goods or technologies contained therein.

10. Third party intellectual property rights

If the delivery of the goods or the provision of the service violates the intellectual property rights of third parties and claims are made against TOMRA by the third party due to an infringement of its rights, the Contractor shall hold TOMRA harmless from all claims and costs that TOMRA incurs in this context.

11. Retention of title

The transfer of ownership of the goods to TOMRA must be free of third-party rights, unconditional and must occur regardless of the payment of the price. Further reaching retentions of title, especially with third parties, are excluded. The ownership of the goods is transferred to TOMRA upon delivery of the goods in accordance with Article 5.

12. Warranty

- i. Within the framework of the statutory provisions, the Contractor provides a full warranty

for a period of twenty-four (24) months from the handover for the goods delivered and/or the provision of the services, in particular a warranty that (i) the goods and/or services meet the specifications (according to the descriptions and references to product descriptions of the Contractor in the order) and are free of any construction, material and/or processing defects; (ii) that the goods are freely disposable and free of any pledges, encumbrances, restrictions and other claims against the property title; (iii.) the Contractor complies with all rules, regulations and laws that apply to the manufacture and sale of the goods, including, but not limited to, environmental, export-control and safety laws; and the delivered goods do not infringe any third party rights.

- ii. In the event of a breach of warranty rights, TOMRA can, at its own discretion, request the Contractor (i) to repair the goods immediately, (ii) to send a replacement product immediately, or (iii) to indemnify TOMRA if a repair or replacement is not possible or unreasonable.

- iii. If the Contractor does not meet its obligation to supplementary performance - at TOMRA's option by eliminating the defect (subsequent rectification of the defect) or by delivering a defect-free product (replacement delivery) - within a reasonable period of time set by TOMRA, TOMRA can eliminate the defect by itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Contractor. If the supplementary performance by the Contractor has failed or cannot be reasonably expected from TOMRA (e.g. due to particular urgency, endangering the operational safety or impending occurrence of disproportionate damage), no deadline is required; TOMRA will inform the Contractor immediately, if possible in advance, of such circumstances. Apart from that, in the event of a defect as to quality or a defect of title, TOMRA is entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, TOMRA is entitled to compensation for damages and expenses in accordance with the statutory provisions.

13. Obligation to give notice of defects

TOMRA will inspect the goods after delivery by the Contractor with regard to conformity of the delivered

goods with the ordered specification and quantity. If a non-conformity or a defect is detected, TOMRA shall notify the Contractor immediately. If a defect is discovered later, TOMRA must notify the Contractor immediately after it is discovered; otherwise the goods shall be deemed approved even with respect to this defect. Hidden defects can also be reported later.

14. Liability and Insurance

- i. The Contractor is liable within the framework of the statutory provisions.
- ii. The Contractor is obliged to adequately insure himself against all risks arising from the delivery of his goods or, where applicable, the provision of his services in an appropriate amount and, upon request, provide TOMRA with evidence that the Contractor has taken out insurance.

15. Compliance

Contractor agrees to (i) comply with all laws, statutes and regulations as applicable at any time as well as internationally recognized human rights in performance of its obligations, including but not limited to the following:

- (a) laws, statutes and regulations related to Anti-corruption, including UK Bribery Act 2010 ("UKBA"), the US Foreign Corrupt Practices Act ("FCPA");
- (b) Trade sanctions and export control as applicable;
- (c) Employment, environment, health and safety, including anti-slavery and human trafficking;
- (d) Intellectual property, data privacy and confidentiality;
- (e) Anti-trust and competition;
- (f) Anti-Money Laundering; and
- (g) Direct and indirect taxes;
- (ii) act in accordance with TOMRA's at any time applicable Code of Conduct and Business Principles, available at <https://www.tomra.com/en/about-us/compliance>;
- (iii) ensure that all its directors, officers, employees, agents, subcontractors or any other entity or person working or acting on the Contractor's behalf comply with the obligations stated in this compliance clause;
- (iv) give access to and/or provide relevant information and documentation to enable TOMRA to perform compliance audits, if required; and
- (v) acknowledge that any breach of this compliance clause or TOMRA's Code of Conduct shall be considered a material breach which will entitle TOMRA to immediately terminate the business relationship. TOMRA shall be indemnified for all damages and/or losses caused by such breach by the Contractor.

16. Export control

- i. The Contractor is obliged to inform TOMRA in his business documents of any permit requirements for exports and re-exports of his goods in accordance with the applicable European, German, Belgian, Slovak and US export and customs provisions as well as the export and customs regulations of the country of origin of its goods. For this, the Contractor shall provide the following information at least in his offers, confirmation orders, delivery notes and invoices for the goods items concerned:
 - (a) the export list number in accordance with Annex AL to the German Foreign Trade and Payment Regulation (Außenwirtschaftsverordnung) or comparable list items in relevant export lists;
 - (b) customs declarations according to the law of the country in which the ordering TOMRA company has its registered office;
 - (c) customs declarations according to the applicable law;
 - (d) for US goods, the ECCN (Export Control Classification Number) or, where applicable, EAR99 according to the US Export Administration Regulations (EAR);
 - (e) the commercial origin of its goods;
 - (f) the statistical goods number (the HS code) of its goods.
 - (g) Certificate of origin of the goods in accordance with Council Regulation (EÚ) 2015/2447 from 24. November 2015
- ii. The Contractor guarantees that the information provided in the export control declaration is complete and correct. Should there be changes in the delivery items in the future that change the classification of the goods under export control law, the Contractor shall immediately inform TOMRA of these changes.
- iii. The Contractor releases TOMRA from and indemnifies TOMA against all claims or other sanctions that arise against TOMRA due to violations of export control law in connection with the delivery items.

17. Prohibited and declarable substances

The Contractor confirms that at the time of delivery the delivered goods: (i) do not require registration in

accordance with REACH or have already been registered by the presupplier and do not contain any substances according to the currently valid SVHC Candidate List; (ii) do not contain any hazardous substances under Directive (EU) 2015/863; and (iii) do not contain conflict minerals within the meaning of Directive CMRT 5.12.

The Contractor shall inform TOMRA of any changes in writing immediately.

action at the place of performance of the delivery obligation in accordance with these GTC resp., where applicable, overriding individual agreement or at the general place of jurisdiction of the Contractor. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

18. Packaging

- i. All goods delivered by the Contractor must be packaged appropriately and in a clearly identifiable manner in accordance with the order and, if not specified, packaged in good condition using suitable and recyclable packaging. The packaging must protect the goods from external influences and possible transport damage as well as from moisture, rust, wetness, erosion and impacts during transport, loading and unloading and storage. The supplier is liable for all damage and loss of the goods caused by inadequate or improper packaging or labelling.
- ii. If wood materials are used, the Contractor must ensure that these materials are FSC or PEFC certified. All packaging material used should be made of reusable material.
- iii. Supplier shall guarantee that all supplied wooden materials are treated in accordance with the regulation of wood packaging material in international trade (FAO ISPM 15).
- iv. All goods delivered must contain all the necessary and correct shipping documents and labels, because they allow quick identification and smooth processing of the products, which enables avoiding delays in processing and additional costs.
- v. The Contractor must mark all goods and packaging with TOMRA's part number, order number, batch number or serial number and the quantity of the products delivered. Each product must be clearly identifiable, and all delivery documents must be attached to the delivery in a visible manner. The Contractor must ensure that every product is fully traceable.

19. Governing law and jurisdiction of courts

The law at the registered seat of the ordering TOMRA company, excluding conflict-of-law rules and the UN sales law, applies to these GTC and the contractual relationship between TOMRA and the Contractor. The exclusive - also international - jurisdiction of courts for all disputes arising from the contractual relationship is the registered seat of the ordering TOMRA company. However, in all cases, TOMRA is also entitled to take legal