

1. APPLICATION OF THE LINDNER QUALITY ASSURANCE REGULATIONS (QAR)

- 1.1. DELIVERIES TO LINDNER: These QAR apply to all deliveries and services that are based on orders from Lindner that have been placed with and accepted by the supplier for the duration of the QAR.
- 1.2. DELIVERIES TO THIRD PARTIES: The QAR also applies to all deliveries and services that are based on orders from Lindner or upon Lindner's specifications, and are delivered to a third party for the duration of the QAR.
- 1.3. OBJECTIVE: These QAR are intended to constantly improve the quality of products and performance. In addition to the "zero-defect" quality goal that the parties jointly strive for, the QAR should also lead to continuous cost optimization and 100% delivery reliability.

2. GENERAL PROVISIONS

- 2.1. CONTACT PERSON: The contracting parties will each provide in writing the name of a quality representative, as well as a deputy, and their electronic contact addresses. These named individuals will be responsible for executing the QAR and will be entitled to make legally binding declarations of intent insofar as these relate to rights and obligations arising from the QAR.

Any change to the contact person must be reported in writing immediately.

- 2.2. WRITTEN FORM: When written correspondence is required in the scope of these QAR, this formal requirement will be met - unless otherwise expressly agreed - through an email sent from the contact person of one contracting party to the contact person of the other contracting party. Explicitly excluded from this are correspondences pertaining to the conclusion of and amendments to the QAR, whereby the written form requirement according to point 11.1 must be adhered to, as well as documentation accompanying the delivery, and/or documents that must be handed over in their original form.

The delivery time is deemed to be the working day following receipt of correspondence in the recipient's inbox, with Saturdays not being considered working days.

- 2.3. START, DURATION AND TERMINATION OF THE QAR: The QAR come into force when both contracting parties formally initiate their business relationship, and its duration is indefinite. The QAR can be replaced at any time by an amended version accepted by the supplier.

3. GENERAL REQUIREMENTS FOR QUALITY MANAGEMENT AND ENVIRONMENTAL PROTECTION

- 3.1. ISO CERTIFICATION: In order to guarantee the perfect quality of the products and services, the supplier must be able to demonstrate an adequate quality management system (hereinafter referred to as a "QMS") in accordance with ISO 9001 in its current version, and develop, produce and inspect the products or provide the services in accordance with the rules of this QMS.

- 3.2. ADDITIONAL CERTIFICATION: In addition to certification according to ISO 9001, Lindner can also place further product-related requirements on the supplier's QMS, which are agreed to in writing (in particular through the order specification).

- 3.3. SUBMISSION OF CERTIFICATIONS: Proof of the creation and functioning of the QMS must be evidenced through valid certificates issued by an accredited institution. This/these certificate(s) must be presented to Lindner - without the need for issuance of a request - before the order is carried out. The updating and expiry of certificates must be communicated to Lindner in writing immediately after the expiry of the validity period, without the need for issuance of a request. The supplier must present the certificate(s) to Lindner within seven working days of receipt of a request to do so, at any time.

- 3.4. EXCEPTION FROM ISO CERTIFICATION: Lindner reserves the right to not require certification according to ISO 9001 for inclusion in the "qualified supplier list" if, as a result of a previous inspection of the supplier's QMS performed by Lindner, Lindner is of the opinion that it is sufficiently guaranteed that the supplier's QMS meets the standards required by Lindner.

- 3.5. QMS ALIGNMENT: The QMS must be designed in accordance with the regulations, so as to identify risks, avoid errors through appropriate analyses, and identify the causes of errors and permanently eliminate these as quickly as possible, in order to facilitate continuous quality, product and production process improvement.

- 3.6. REQUIREMENTS FOR ENVIRONMENTAL PROTECTION: It is the contracting parties' aim to exclude possible negative effects of their own and purchased products on people and the environment. The supplier therefore undertakes to comply with all relevant current laws and regulations; accordingly, the materials that they use - as well as their ingredients - must comply with legal requirements regarding the environment, safety and recycling. If necessary and/or if agreed in writing, additional requirements must also be met based on customer standards or specification details.

Certification of the supplier according to ISO 14001 is desirable, and will be taken into account by Lindner as part of the supplier evaluation for its "qualified supplier list".

4. RESPONSIBILITY FOR PRODUCTION AND ASSIGNMENT TO SUB-SUPPLIERS

- 4.1. SUPPLIER: In accordance with the written agreement and the technical documents contained therein, the supplier is responsible for the correct, quality and error-free execution of the products and services in accordance with the specifications. The same applies to the control and implementation of the production process. In addition, the supplier is responsible for ensuring that the respective products and services comply with current legal regulations

and – where necessary and/or agreed – possess a valid certification from an accredited certification company.

- 4.2. **REQUIREMENT TO CHECK DOCUMENTATION:** After receiving the technical documentation (e.g. drawings, CAD data, material specifications, requirements, and functional specifications, etc.), the supplier is obliged to check them immediately and independently for completeness, clarity, correctness, feasibility, suitability for intended purpose, adherence to current legal regulations, and deviations from the sample. If the supplier identifies defects, risks and/or potential(s) for improvement, they must immediately inform Lindner of such in writing. If the supplier requires further information and/or technical documentation, they must request this from Lindner or, if necessary, from the customer directly, while also informing Lindner of this in writing at the same time.
- 4.3. **REQUIREMENTS FOR EMPLOYEES:** The supplier's employees must be sufficiently qualified in relation to their respective responsibilities through appropriate training measures. The supplier must maintain relevant training certificates for its employees, and be able to present them at any time within seven working days of a written request from Lindner.
- 4.4. **REQUIREMENTS FOR SUB-SUPPLIERS:** If no sub-suppliers have been specified by Lindner, the supplier may - unless expressly agreed otherwise in writing - only select sub-suppliers that are ISO 9001 certified as a minimum. Proof of certification must be provided in the form of valid certificates from an accredited institution, with the supplier being able to present these at any time within seven working days of a written request from Lindner. Exceptions to mandatory ISO 9001 certification are described in point 3.4, with these also being applicable to sub-suppliers.
- 4.5. **QAR FOR SUB-SUPPLIERS:** The supplier is obliged to ensure that the requirements, rights and obligations set out in the QAR are agreed to by their sub-supplier, and to monitor compliance with the QAR, irrespective of the agreement outlined in point 4.8.
- 4.6. **LINDNER'S CONSENT TO SUB-SUPPLIERS:** The supplier may only award orders from Lindner to sub-suppliers with the express written consent of Lindner. In addition, the supplier must oblige its sub-suppliers to maintain contractual secrecy by means of an identical confidentiality agreement.
- 4.7. **PROVISION OF DOCUMENTATION TO A SUB-SUPPLIER:** The supplier must make all information and technical documents relevant to the sub-contract available to the sub-supplier in their most recent version (i.e. in a form in which any alterations already made have been taken into account). The sub-supplier is particularly obliged to check the documents in accordance with point 4.2.
- 4.8. **AUDIT RIGHTS RELATING TO SUB-SUPPLIERS:** Lindner also has the right to exercise the audit rights set out under point 8 in relation to sub-suppliers. The supplier is therefore obliged to enable Lindner to exercise this right regarding the sub-supplier through a contractual agreement.
- 4.9. **LIABILITY FOR THE SUB-SUPPLIER:** In instances where sub-suppliers are commissioned, the supplier remains fully responsible in relation to Lindner for the fulfilment of all contractual obligations. Accordingly, the supplier is responsible for faults of the sub-supplier to the same extent as for their own faults.

5. QUALITY ASSURANCE MEASURES

- 5.1. **QUALITY STANDARDS:** The required quality standards are fundamentally determined by the current legal regulations, specifications, drawings and by the QAR, and can be

supplemented by reserve samples (approved by both parties), approval samples, photographs, and - if appropriate - also written documents. The obligations in accordance with point 4.2 also apply with regard to specifications announced by Lindner, and therefore apply without restriction.

- 5.2. **MANUFACTURABILITY ANALYSIS:** Before accepting the order, the supplier must determine whether the products and/or services ordered by Lindner can be manufactured/supplied with the agreed specifications, in the agreed quantities, and in a process-reliable manner, both according to the agreed quality and cost targets, by the agreed delivery dates (including those for initial samples).

By accepting the order, the supplier confirms that they have checked the parameters presented and are able to comply with them.

- 5.3. **PRODUCT AND PRODUCTION APPROVAL PROCEDURES:** The supplier is obliged to carry out a product and production approval procedure in accordance with ISO 9001:2015 (point 7.5.2) or PPAP (Production Part Approval Process) before the start of the initial series production and/or delivery, or after changes in accordance with point 5.7, and to provide all evidence listed therein, unless it has been expressly agreed otherwise.
- 5.4. **PRODUCTION OF INITIAL SAMPLES:** For the product and production approval procedure in accordance with point 5.3, the products must, among other things, be handed over to Lindner clearly marked as initial samples, along with the initial sample inspection report and all documentation belonging to the respective delivery stage. The specific quality and quantity requirements for the initial sample(s) are defined by Lindner in the order, and the products that are handed over to Lindner as initial samples must be manufactured and inspected completely according to series conditions (machines, systems, operating and testing equipment, etc.).
- 5.5. **MANDATORINESS OF THE INITIAL SAMPLE DATES:** The delivery date announced by Lindner when placing the (initial sample) order must be strictly adhered to by the supplier, otherwise series production will be jeopardized, potentially resulting, in particular, in damages occasioned by delays.
- 5.6. **APPROVAL FOR SERIES PRODUCTION:** Series production is only considered approved by Lindner after Lindner has checked the initial samples and submitted a written confirmation of approval to the supplier.
- 5.7. **CHANGES TO THE PRODUCT OR PRODUCTION PROCESS:** If the supplier intends to make changes to quality-relevant areas of its QMS, the product, the production process or the packaging, in particular by altering the material, design, (sub-)suppliers, manufacturing or inspection processes, it must inform Lindner of this in writing, noting the intended changes, which must be approved in writing by Lindner before they are implemented. A change requiring approval is deemed to exist if there is a deviation from the production and/or inspection process of the approved initial sample that is relevant to quality in any way.

The supplier must inform Lindner of the change in good time so that Lindner has sufficient time to examine the intended or necessary change in order to determine whether it could have a negative impact. The supplier is liable for any delays resulting from delayed notification from their side.

After approval of the change by Lindner, the product and production approval process must be repeated in accordance with points 5.3 to 5.6, unless an alternative written agreement with Lindner is in place.

5.8. **INSPECTION PROCESS REQUIREMENT:** The supplier must maintain a system via which internal and external quality information is collected and evaluated, and the causes of any errors determined. The knowledge gained from this is used to develop and implement sustainable measures to eliminate any such causes of errors, in order to permanently prevent their recurrence. The specific inspection characteristics, scope and procedures for the products or services commissioned by Lindner are stated in the technical documentation, and these parameters are binding for the supplier. Lindner is entitled to establish a minimum inspection frequency. The records of the inspections carried out on the products and/or services must be provided to Lindner in written form along with each delivery.

5.9. **EXCEPTIONS TO THE INSPECTION REQUIREMENT:** Deviations from the inspection parameters specified by Lindner in the technical documents may only be made with written permission from Lindner. If such approval has not been given, Lindner is entitled - without further inspection and regardless of the quality - to return the delivered products to the supplier for the inspection to be performed, whereby all costs incurred are to be borne by the supplier. If subsequent inspection is not possible and/or not economically justifiable, the supplier must produce new products that have been inspected in accordance with the agreement at their own expense, and deliver these to Lindner. In such a case, Lindner is in no way obliged to accept the products that have not been inspected in accordance with the contract. Rather, Lindner is entitled to return such products to the supplier and to demand delivery of products manufactured in accordance with the contract.

5.10. **REQUIREMENTS FOR INSPECTION MATERIALS AND EQUIPMENT:** The inspection materials and equipment used by the supplier (this also includes production facilities used for inspections) must have technical specifications that evidence that they are sufficiently accurate, reliable, operational and suitable for the intended inspection. The supplier must ensure that only inspection materials and equipment that meet these requirements through systematically planned calibration, testing, monitoring, maintenance and administration are used, and ensure that they are not defective and/or expired. When requested by Lindner, and at any time, the supplier must be able to immediately present documentary evidence of all calibration and verification performed, at the latest within three working days.

5.11. **PRODUCT DEVIATIONS:** In the event of deviations from the agreed product and/or service specifications (e.g. from the technical documents, drawings, materials, etc.) or from the approved production process, the supplier must - provided the relevant products are not scrapped - apply for special approval from Lindner in writing before delivery of the products, disclosing the relevant data and facts related to any deviations present.

If Lindner does not grant special approval, the affected products must be disposed of at the supplier's expense.

5.12. **SPECIAL APPROVAL:** The supplier is only entitled to continue production and deliver the relevant products to Lindner upon the issuance of a written special approval by Lindner, whereby the products covered by the special approval must be clearly marked.

A special approval is always exclusively applicable to the specified products or services, and has no effect on future deliveries not covered by it.

5.13. **DEFECTIVE PRODUCTS:** If the inspection process reveals that a product evidences defects that make it unsuitable for its intended purpose, the supplier must immediately

withdraw this, store it temporarily, and inform Lindner of the issue.

Lindner has the right to choose to have the defective product(s) repaired or scrapped at the supplier's expense and risk, while the supplier is required to temporarily store the affected product(s) separately at its own expense until such a decision is made.

5.14. **DELIVERY OF DEVIATING/DEFECTIVE PRODUCTS:** If defective products (point 5.13), products with deviations according to point 5.11, or products that are even suspected of being defective have already been delivered to Lindner, Lindner must be informed of this immediately in writing, with an explanation of potential problems that may arise also being provided. Lindner will then study the situation and inform the supplier in writing of the further procedure (see point 7.1). In such a scenario, Lindner retains its rights granted under points 5.11 - 5.13. The supplier must bear any resulting costs (e.g. shipping costs). Any further claims by Lindner remain unaffected.

If the supplier is unable to remedy the quality deviations, they must immediately inform Lindner in writing and cease production and delivery until receipt of an alternative written instruction from Lindner.

5.15. **LIABILITY FOR DEVIATING/DEFECTIVE PRODUCTS:** The supplier is also liable for the quality of the products delivered by themselves in the event of a special approval issued in accordance with point 5.12 or an order for repairs issued in accordance with point 5.13. Accordingly, all of Lindner's rights arising from delivery of a defective product remain unaffected. If deviating or defective products are to be scrapped, the supplier must manufacture and deliver new products at their own expense. Any claims for damages due to late delivery arising from this remain unaffected.

5.16. **DETERMINATION OF KEY FIGURES FOR ERROR RATES:** The supplier is obliged to determine key figures with respect to quality that represent its product manufacturing processes and its performance level, and to disclose these immediately upon written request from Lindner at any time, at most within three working days. Lindner is entitled to - at any time - provide quality indicators and their calculation method to the supplier, which must then be determined and declared by the supplier within seven working days, unless another deadline is specified.

5.17. **DELIVERY RELIABILITY:** The supplier must maintain a system through which the upholding of the production and delivery of agreed quantities on the agreed delivery dates can be monitored. If a review of this reveals that the delivery quantity according to the order cannot be achieved on the agreed date, Lindner must immediately be informed of this in writing.

5.18. **INSPECTION OF GOODS TO BE DELIVERED:** Before delivery, the supplier must ensure that the product meets the agreed requirements and specifications through appropriate inspection measures. The technical documents defined in point 5.8 must be used for inspections, and the inspection report must be submitted to Lindner along with the delivery. If necessary, further final inspections will be agreed in writing with Lindner.

6. TRANSPORT AND INCOMING GOODS INSPECTION

6.1. **MEANS OF TRANSPORT AND LOADING:** The supplier is responsible for the transport of the products, with the exception of transport organized by Lindner itself, although the supplier remains responsible for professional loading. They must therefore ensure that the products are only loaded on suitable means of transport, and that no damage

to the products occurs during the loading or securing process.

The means of transport used must not be open, but must be plannable and capable of being loaded and unloaded from the rear, top and both sides using a crane and forklift. When loading large products, particular care must be taken to ensure that unloading (by crane, if necessary) is possible both from above and behind.

- 6.2. TRANSPORT OF UNPAINTED PRODUCTS: In the case of unpainted, bare products and bad weather conditions - particularly during the winter months - the supplier must ensure that the products are transported in trailers closed by tarpaulin. Transport damage can be prevented through the application of correct loading procedures.
- 6.3. TRANSPORT OF PAINTED PRODUCTS: When transporting painted products, the supplier must take care to ensure that the paint layer is not damaged. For this purpose, underlays and protective mats must be used, and efforts made to ensure that the material used does not stick to the paint at the contact points.
- 6.4. TRANSPORT OF SMALL PARTS: When transporting small parts, the supplier must ensure that they are separated by type, and a description included. The supplier must also include the "Lindner ID Number" on the packaging of all small parts.
- 6.5. DELIVERY NOTE: Lindner is not obliged to accept deliveries without an accompanying delivery note, and retains the right to refuse acceptance. The supplier is liable for any resulting damage (e.g. additional delivery costs, damages arising as a result of delay). The items listed on the delivery note must correspond in quantity and type to the items actually delivered. Special attention must therefore be paid by the supplier to the accuracy of delivery notes prior to delivery.
- 6.6. INCOMING GOODS INSPECTION: During the incoming goods inspection, Lindner will only inspect the delivered products to determine whether the quantity and type of goods correspond to the order, as well as for the presence of any externally visible defects or visible damage to transport materials or packaging. Any damage or defects discovered will be reported in writing to the supplier by Lindner immediately, at the latest within three working days of discovery.
- 6.7. APPEARANCE OF OTHER DEFECTS: Lindner will inspect the delivered products during production in accordance with the conditions of its normal business processes, and report any defects to the supplier within seven working days of their discovery in accordance with point 7.1. Lindner has no obligation to inspect the goods supplied beyond this, and the supplier hereby waives any objection to a violation of the obligation to give notice (§ 377 of the Corporate Code).
- 6.8. LIABILITY FOR DEFECTS AND CONSEQUENTIAL DAMAGES: The supplier is liable for defects in the product and any consequential damage arising therefrom. The supplier must reimburse Lindner for any costs incurred by Lindner due to a defective product (e.g. notification of defects, incurred delivery costs, etc.) and for the damage caused. Any further claims (e.g. payment of a penalty) remain unaffected by this.

7. REPORTING AND COMPLAINTS PROCESS

- 7.1. COMPLAINTS: Lindner will notify the supplier of complaints in the form of a written complaint report. In the complaint report, Lindner will document the defect(s) that have occurred, and may also declare the further course of action with regard to the deviating (point 5.11) or defective (point

5.13) product(s). Lindner also has the right to specify the form of report to be used (8D report, 5D report or 5-Whys analysis) and the corrective and preventive measures to be taken by the supplier, which are to be deemed to be binding. Lindner can exercise the rights hereby established to announce by means of a written notification the further course of action and to bindingly determine the corrective and preventive measures to be taken, even after the submission of the written complaint report.

- 7.2. COMPLAINT ANALYSIS: The supplier is subsequently obliged to carry out a complaint analysis and develop suitable corrective and preventive measures using 8D reports, 5D reports or 5-Why analyses; this is to be done within ten working days of receipt of the complaint report.

The supplier must also implement the corrective and preventive measures prescribed by Lindner, as well as the procedure announced by Lindner with regard to the deviating (point 5.11) or defective (point 5.13) product(s) within the specified period.

- 7.3. COMPLAINT ANALYSIS WITHOUT COMPLAINTS: The supplier must also carry out a complaint analysis according to point 7.2 if deviating (point 5.11) or defective (point 5.13) products are identified in the scope of an internal audit process. The deadline for this is ten working days from the date of identification, with the supplier also being required to immediately notify Lindner of this in writing and to also submit the complaint analysis to Lindner.
- 7.4. IMPLEMENTATION OF CORRECTIVE AND PREVENTIVE MEASURES: The corrective and preventive measures developed in accordance with point 7.2 must be implemented within a reasonable period of time, at the most within ten working days, with Lindner being informed in writing of the measures taken.
- 7.5. RIGHT TO CHOICE OF REMEDY OF DEFECTS: Lindner has the right to choose to have the defect(s) corrected by the supplier or to arrange for the necessary work to be carried out itself, including through the use of third parties. Any resulting costs are to be borne by the supplier. Any further claims remain unaffected by this.

8. AUDIT RIGHTS AND DOCUMENTATION REQUIREMENTS

- 8.1. AUDIT RIGHTS: Regardless of whether certification in accordance with 3.1 and 3.2 or an exception in accordance with 3.4 exists, Lindner has the right to - at any time - check with the supplier whether the agreements laid out in the QAR have been implemented and whether the supplier's processes and quality assurance measures meet the requirements laid out by Lindner. This audit can be carried out as a system, process or product audit.

The supplier undertakes to grant Lindner's employees, customers and/or representatives (provided they are not in competition with the supplier), who are obliged to maintain confidentiality, access to all areas of all facilities at every relevant level of the supply chain that are involved in the order in question, and to provide all relevant records without delay. The supplier will allocate a qualified employee to provide support throughout the duration of such an audit.

Lindner will provide the supplier with prior notice of any audits based on this contract point at least three working days in advance.

- 8.2. EXTERNAL AUDITS: The supplier grants external auditors who are professionally obliged to maintain confidentiality (such as authorities and testing & certification bodies) the right to conduct audits or inspections that fall within the

scope of point 8.1, and undertakes to communicate the results and any corrective measures to be taken to Lindner in writing.

- 8.3. **DUTY TO IMPROVE:** Should Lindner identify deviations from the agreed standards and/or the requirements for the quality assurance measures during the audits carried out and/or identify one or more need for improvement by the supplier or sub-supplier, the supplier undertakes to rectify this immediately together with Lindner, and to develop an action plan at the latest within 14 working days of written notification of the deviations or need for improvement, and to implement the measures developed through this within a reasonable period to be established by Lindner. If no deadline is established, the measure(s) must be implemented within a reasonable period of time, in any case within thirty days of the formulation of the action plan.
- 8.4. **RESPONSIBILITY FOR QUALITY:** The audit rights and duty to improve presented do not in any way release the supplier from their responsibility for quality. Lindner's further rights - in particular due to the delivery of defective goods - remain unaffected.
- 8.5. **DOCUMENTATION REQUIREMENT:** The supplier is required to adequately document the implementation of the quality assurance measures, in particular with regard to the measured values and inspection results obtained. The supplier must also document all changes to the product and production process through a product life cycle history. The supplier bears the responsibility for organizing the timely provision of all necessary data and documents (including external documents such as standards and customer drawings) as outlined in the procedures, and undertakes this effectively.
- 8.6. **DOCUMENTATION REQUIREMENTS:** The supplier must store and maintain production and inspection documentation in such a way that it can be clearly assigned to the respective delivery. For this purpose, the documents must contain complete information on the Lindner order number, item within the order, material number, material name and - if applicable - other additions, such as paint, gloss grade, layer thickness and similar. All copies of the production and inspection documents must bear the signatures of the authorized signatories.
- 8.7. **RETENTION REQUIREMENT:** The supplier must store the documents and records specified under point 8.5, as well as sample products, in an organized manner. During an ongoing business relationship between the contracting parties, the retention period is generally taken to be ten years from the creation or production date; before the expiry of this period, the documents, records and sample products may only be disposed of with the written consent of Lindner. At any time, and upon the request of Lindner, the supplier must destroy the documents, records and/or sample products and/or hand them over to Lindner within a period of seven working days of receiving such a request.
- 8.8. **OBLIGATION TO DISCLOSE:** The supplier is obliged, upon written request from Lindner and at any time, to immediately grant access to the documents and records specified under point 8.5, as well as to component-specific quality records (including material certificates, etc.), and to hand over any product samples requested. The original documents are to generally remain with the supplier, but Lindner is entitled to request a copy of the documents and records specified under point 8.5 at any time, which the supplier must send by email within three working days of receipt of any such written request.

9. PENALTIES

- 9.1. **RIGHT OF WITHDRAWAL:** If the supplier does not comply with their obligations as agreed to in these QAR, in particular the obligations to present and provide information, perform inspections, document and improve, or does not comply with them completely or in a timely manner, Lindner is entitled to withdraw from the entire order or parts thereof, subject to a reasonable grace period. The supplier is liable for any resulting damage (e.g. additional delivery costs, damage caused by delay), with any further claims remaining unaffected by this.
- 9.2. **PENALTIES ARISING FROM AN OBLIGATION TO IMPROVE:** If the supplier fails to comply with their obligation to improve according to point 8.3, either completely or in a timely manner, they are obliged, at the request of Lindner, to pay Lindner a contractual penalty, regardless of fault, of up to 5% of their net annual turnover (achieved through orders from Lindner).
- 9.3. **PENALTY QUALITY INDICATOR:** At the end of each financial year, Lindner calculates a quality indicator (complaint costs ÷ sales x 100) with regard to the supplier's deliveries and services. If the real key figure with respect to quality exceeds the value of 1.5%, the supplier must pay the accrued complaint costs to Lindner in the form of credit. The penalty payment for exceeding the quality indicator also amounts to 5% of the annual turnover value of Lindner orders.
- 9.4. **COMPLAINT PROCESSING COSTS:** For each complaint, the supplier must pay Lindner a flat-rate reimbursement of expenses of €150.00. If the complaint processing takes longer than one hour, Lindner is entitled to charge the supplier an additional hourly rate for each hour commenced. This hourly rate is €70.00.
- 9.5. **DOWNGRADING OF THE SUPPLIER RATING:** In particular, violations of the agreed obligations of the QAR, (repeatedly) low quality indicators, and delivery delays, will lead to a downgrading of the supplier in the "qualified supplier list", and thus to a reduction in order volumes.
- 9.6. **FURTHER DAMAGE/FOREGOING OF JUDICIAL RIGHT TO REMEDY:** The supplier is also liable to compensate Lindner for damages that exceed these contractual penalties established in accordance with points 9.2 and 9.3, and the supplier confirms that they have expressly agreed to this penalty.

According to the agreement, such no-fault contractual penalties will not be subject to judicial mitigation.

10. FINAL PROVISIONS

- 10.1. **WRITTEN FORM REQUIREMENT:** Changes and additions to these QAR, including this point, must be made in writing to become effective. This also applies to any departures from the form-bound nature that this entails.
- 10.2. **SALVATORY CLAUSE:** If individual provisions of this agreement are or become invalid or unenforceable, the remaining provisions will remain unaffected. The invalid or unenforceable provision is deemed to be replaced by a valid and enforceable provision that most closely corresponds to the economic purpose intended by the contracting parties.
- 10.3. **JURISDICTION:** The exclusive place of jurisdiction is the competent court in Klagenfurt. Alternatively, Lindner is entitled to choose the registered office of the supplier as the place of jurisdiction (place of jurisdiction at the registered office of the defendant).

In addition, Lindner is entitled to a final resolution of all disputes arising from or in connection with a contract concluded between Lindner and the supplier by appealing to

an arbitration tribunal in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC), overseen by one or more arbitrators appointed in accordance with these rules. Such arbitration proceedings will take place at the seat of the arbitration court in Vienna.

- 10.4. APPLICABLE LAW: The law of the Republic of Austria is exclusively applicable to the contract and all legal disputes related thereto, excluding conflict of legal provisions and excluding the United Nations Convention on the International Sale of Goods.