

General Terms and Conditions of Purchase

1 Scope of Application

- 1.1 These General Terms and Conditions of Purchase (GTCP) apply to all legal transactions of NOVOMATIC AG, Wiener Straße 158, 2352 Gumpoldskirchen, company registration number 69548b, for the purchase of goods and the procurement of other services from its suppliers. Where reference is made solely to “goods”, this also applies mutatis mutandis to other services.
- 1.2 These GTCP also apply to any future legal transactions with business partners of NOVOMATIC AG, without specific reference being made to them.
- 1.3 The supplier's general terms and conditions do not become part of the contract, even if NOVOMATIC AG does not explicitly object to them. By accepting an order, submitting an offer or concluding a contract with NOVOMATIC AG, the supplier agrees their own general terms and conditions being disregarded, in particular their defense clause. Any terms and conditions of the supplier that conflict with or deviate from these GTCP, or any other restrictions stipulated by the supplier, do not become part of the contract. In general, any deviations from these GTCP are only legally effective if they are expressly confirmed in writing by NOVOMATIC AG.

2 Offer, Order and Order Confirmation

- 2.1 Each supplier must adhere strictly to NOVOMATIC AG's request for proposal in its offers and must expressly point out any deviations. The supplier is bound to its offer for three months from the date of receipt of the offer by NOVOMATIC AG.
- 2.2 Offers by the supplier must be made to NOVOMATIC AG free of charge and at no cost.
- 2.3 Orders and order changes (“the order”) made by NOVOMATIC AG are done so in writing (including fax and/or e-mail). An order placed orally is only binding on NOVOMATIC AG if the order is also subsequently made in writing to the supplier.
- 2.4 The contract between the supplier and NOVOMATIC AG comes into effect once the supplier's offer has been accepted by NOVOMATIC AG in writing. Any discrepancies between the offer and the acceptance are deemed approved if the supplier actually complies with the acceptance or does not object in writing within three working days. This means that supplier order confirmations are mere declarations of knowledge, i.e. they are for information purposes only and do not contain any binding declaration of intent by the supplier. At the request of NOVOMATIC AG, order confirmations must be issued by the supplier within three business days.
- 2.5 The supplier is not entitled to transfer or pledge or encumber rights or obligations under the contractual relationship with NOVOMATIC AG, either in whole or in part, to subcontractors or other third parties without the prior written consent of NOVOMATIC AG. The supplier is not permitted to use subcontractors to provide the contractual services, in whole or in part, without the prior written consent of NOVOMATIC AG. Notwithstanding the above, the supplier is liable for the deliveries and services of its subcontractors as if they were its own, even if the deliveries and services of the subcontractors are authorized in writing by NOVOMATIC AG, and the supplier guarantees that all obligations imposed on the supplier are also fulfilled by the subcontractors. The supplier has no set-off rights.
- 2.6 NOVOMATIC AG is, however, entitled, without the consent of the supplier, to transfer all rights and obligations under the contractual relationship to other parties, in particular affiliated companies

(e.g., affiliates, subsidiaries), with the effect of discharging the debt. In this case, NOVOMATIC AG will immediately provide the supplier with all essential information about this company.

3 Product Requirements and Characteristics

- 3.1 Deliveries must comply exactly with the quality conditions specified in the framework agreement or in the order. If and to the extent that no special quality conditions are included in an order, the delivery item must at least correspond to the latest state of the art, as well as exhibit the usually assumed characteristics, and meet the legal and administrative requirements, applicable standards (such as national, community and international standards and regulations, factory standards, etc.), guidelines, taking into account the state of the art and the generally recognized rules of technology and all regulations based thereon. The standards and drawings cited in the orders refer to the latest edition published and valid at the time of the order, unless otherwise expressly stated therein.
- 3.2 All products must be delivered in accordance with the provisions of the RoHS II Directive 2011/65/EU, the REACH Regulation (EC) No. 1907/2006 and the POP Regulation (EC) No. 850/2004 as amended at the time of the order.
- 3.3 The supplier commits to complying with all the provisions of the directives and regulations and to inform itself sufficiently about the intended use of the delivery item and the resulting requirements.
- 3.4 Should import, export or other official approvals, along with other authorizations or consents from third parties, be required for the execution of the order, the supplier will obtain these in good time.
- 3.5 The supplier is required to provide proof of preference regarding the requirements of NOVOMATIC AG. Deliveries from non-EU countries must be in line with the preferential rules of origin of the respective preferential agreement with the EU, unless expressly agreed otherwise.
- 3.6 The supplier is also required to name the respective manufacturer, importer or upstream supplier without undue delay upon request.
- 3.7 The supplier will provide all components and services required by NOVOMATIC AG to fulfill the requirements, which are already included in the price, even if these are not explicitly stated in the order.

4 Delivery Conditions and Place of Performance

- 4.1 Unless otherwise expressly agreed, delivery will be made DDP Gumpoldskirchen (Incoterms 2020). The supplier is required to inform itself sufficiently about all customs and other import regulations of the country for which the goods ordered by NOVOMATIC AG are destined, and to comply with these regulations by taking appropriate measures.
- 4.2 The supplier must send a dispatch note to the respective recipient at the destination in good time. If the delivery address differs from the head office of NOVOMATIC AG, the supplier must send a copy of the dispatch note to NOVOMATIC AG at the same time. Goods can be accepted in Gumpoldskirchen on weekdays from Monday to Friday. Unless otherwise agreed, the delivery times stated in the orders apply.
- 4.3 The supplier must take back, at its expense, any standard packaging.
- 4.4 Should the supplier reduce its prices and/or improve its conditions in the period between order and delivery, the prices and conditions valid on the day of delivery apply. Price increases and excess deliveries will only be accepted with the invoice if NOVOMATIC AG has given its written consent before the invoice is received. If the supplier fails to take this into account, NOVOMATIC AG is entitled to reduce the supplier's invoice accordingly.

- 4.5 Reservations of title or deadline losses of any kind on the part of the supplier are not valid.
- 4.6 A delivery note must be enclosed with each delivery, on which the order number is to be noted, as well as, if applicable, any and all necessary information regarding export license regulations (e.g., Export Control Classification Number (ECCN), export list number according to the EC Dual Use Regulation) and preference entitlement (e.g. movement certificate, declaration of origin, etc.).
- 4.7 Separate invoices for initial samples are only to be issued after a positive initial sample report.

5 Delivery Date, Supplier Delays and Force Majeure

- 5.1 The agreed delivery times are binding. The receipt of the goods at the place of receipt or use specified by NOVOMATIC AG and the timeliness of the successful acceptance are decisive for determining compliance with the delivery date or delivery period. Delivery times start from the time an order is placed.
- 5.2 If the supplier realizes that it cannot deliver on time, it must immediately notify NOVOMATIC AG of this in writing, stating the reasons and the expected duration of the delay, and seek a decision from NOVOMATIC AG in this regard. In this case, the delivery period will only be extended if this has been expressly acknowledged by NOVOMATIC AG in writing.
- 5.3 NOVOMATIC AG is entitled to charge a penalty of 1% of the net value per calendar day of delay of the undelivered goods, up to a maximum of 10% of the total order value, irrespective of the supplier's fault and regardless of proof of actual damage.
- 5.4 NOVOMATIC AG reserves the right to claim damages in excess of the penalty, in particular with regard to actual damage and loss of earnings. The acceptance of the delayed delivery by NOVOMATIC AG does not constitute a waiver of any claims for damages incurred as a result of the delayed delivery.
- 5.5 In the event of a delay in delivery, NOVOMATIC AG is entitled to withdraw from the contract after setting a reasonable grace period. If a fixed-date transaction has been agreed, there is no need to set a grace period. In the event of a delay or default on the part of the supplier, NOVOMATIC AG reserves the right to carry out a substitute performance, irrespective of whether the supplier is at fault, and the supplier must bear the additional costs incurred as a result.
- 5.6 Force majeure and labor disputes release the supplier from its performance obligations for the duration of the disruption and to the extent of its effect. The supplier is required to provide NOVOMATIC AG with the necessary information detailing the reason for the delay in delivery without undue delay and to adapt its obligations to the changed circumstances in good faith. NOVOMATIC AG is wholly or partially released from the obligation to accept the ordered delivery/service and is entitled to withdraw from the contract to the extent that the delivery/service is no longer usable from an economic point of view due to the delay caused by the force majeure or the industrial dispute at the supplier's premises.
- 5.7 In the event of early delivery, NOVOMATIC AG reserves the right to charge the supplier any resulting additional costs, such as storage costs, etc., and to make payment in accordance with the agreed delivery date pursuant to Item 7.

6 Invoicing and Terms of Payment

- 6.1 Invoices must be issued in accordance with the applicable VAT regulations and deadlines (e.g., section 11 of the Austrian Value Added Tax Act or section 14 of the German Value Added Tax Act, in each case as amended). Additional or reduced work performed is to be listed separately

on the invoice. For goods subject to import or export authorization, the invoice must contain all the necessary data and identifiers.

- 6.2 In the case of deliveries within the EU, each invoice must always include the information necessary to fulfill the statistical requirements applicable to NOVOMATIC AG (e.g., statistical commodity number, net weight of the goods, country of origin for each invoice item, etc.) as well as the VAT registration numbers of the contracting parties.
- 6.3 In the event that invoices do not comply with sections 6.1 and/or 6.2 or if the purchase order number is missing, NOVOMATIC AG is entitled to request that a proper invoice be sent. The invoice does not become due for payment until the correct and proper invoice has been received.
- 6.4 In the event that withholding tax is due in NOVOMATIC AG's country of domicile in accordance with local tax laws, NOVOMATIC AG will deduct this withholding tax on all payments and transfer it directly to the local tax authority. However, if relief or a reduction of the withholding tax is possible under tax laws or double taxation agreements, the supplier must provide NOVOMATIC AG with all the necessary information or certificates in advance and in a timely manner.
- 6.5 In the absence of any express agreement to the contrary, our payment period is 60 days from receipt of the invoice. We are entitled to a discount of 3% for payment within 30 days of receipt of the invoice. If the invoice is settled in partial amounts as agreed, we will not lose our cash discount deduction for the partial amounts paid on time, even if other partial payments are not paid within the cash discount period or by the due date.
- 6.6 Payment does not constitute acceptance of conditions and prices and has no influence on warranty rights or other rights of NOVOMATIC AG arising from the defectiveness of the service. NOVOMATIC AG may withhold payment until the defects have been remedied, without prejudice to its rights under Item 8.
- 6.7 NOVOMATIC AG is entitled to compensate payment obligations to the supplier with claims that exist against the supplier in the group with - NOVOMATIC AG - affiliated companies.

7 Acceptance

- 7.1 NOVOMATIC AG accepts the delivery or service if it is in a contractual and defect-free condition or if any defects that may have been identified have been remedied. If a trial operation is planned, the acceptance takes place after reaching and maintaining the specification parameters within the entire agreed trial period.
- 7.2 Acceptance is generally confirmed by signing the acceptance report. An order represents a complete transaction. Defects in part of the order entitle NOVOMATIC AG to refuse acceptance of the entire order. Unless the order expressly requires used goods, the supplier guarantees to deliver only brand-new products.
- 7.3 The Supplier bears the risk for its services until complete acceptance by NOVOMATIC AG in accordance with Item 7.2.

8 Warranty

- 8.1 The supplier warrants that the delivery corresponds to the contractual agreements, in particular the quality requirements of NOVOMATIC AG according to Item 3.1. The supplier's warranty also extends to its subcontractors.
- 8.2 The warranty period for movable items is 24 months and commences on the day of signing the acceptance protocol pursuant to Item 7 or upon complete delivery of the goods to NOVOMATIC

AG. If NOVOMATIC AG has to provide a warranty to its customers, NOVOMATIC AG may also demand a warranty from the supplier within six months of the fulfillment of the warranty claims on its part, even after the expiry of this 24-month period.

- 8.3 If the delivery item has one or more defects, NOVOMATIC AG may, at its option, either a) demand that the defect be remedied or that a defect-free delivery item be delivered (subsequent performance or improvement/replacement), b) reduce the remuneration to a reasonable amount (price reduction) or c) terminate the contract (redhibition). In all cases, a written out-of-court declaration from NOVOMATIC AG is sufficient. The right to a price reduction or rescission also exists if NOVOMATIC AG has requested subsequent performance, but the supplier refuses to provide it, does not provide it within a reasonable period (not exceeding 14 days), the attempt at subsequent performance fails, or further measures for subsequent performance are unreasonable for NOVOMATIC AG. There is no right to cancel the contract if the dissolution of the contract would be economically disproportionate in view of the particularly minor significance of the defect.
- 8.4 All costs and risks of the subsequent performance, in particular the transport costs, are borne by the supplier.
- 8.5 The supplier warrants and is responsible for compliance with the terms and conditions of this agreement by its affiliated companies, subcontractors and other third parties used by it that sell or otherwise provide goods or services directly or indirectly to NOVOMATIC AG or its affiliated companies.
- 8.6 Sections 377 et seqq. of the Austrian Business Code (UGB) do not apply. NOVOMATIC AG is not obliged to inspect the goods or give notice of defects. The written assertion of defects extends the warranty period until the defects have been completely remedied and payment periods interrupted. If the delivery item is replaced in its entirety, the warranty period begins again; if it is replaced in part, the warranty period applies to the replaced parts.
- 8.7 Damages must be paid in the amount of the actual loss incurred by NOVOMATIC AG (including loss of earnings). If a third party, such as one of NOVOMATIC AG's clients, asserts claims for damages due to defective or delayed delivery, the supplier must be obliged to indemnify and hold NOVOMATIC AG harmless in this regard if the defective delivery was the cause of the damage. This applies to the entire damage, even if there are several causes of the damage. The definition of damages also includes all costs that NOVOMATIC incurs in or out of court for the purpose of determining, defending against and asserting damages. At the time of acceptance by NOVOMATIC AG, no rights of any kind whatsoever may exist in respect of the delivery item.

9 Liability for Consequential Harm Caused by a Defect, Product Liability

- 9.1 With regard to damage caused by defects of the delivery item to other objects of legal protection (consequential harm caused by a defect), the supplier's liability towards NOVOMATIC AG cannot be excluded. The supplier is fully liable for any pecuniary losses (including mere pecuniary losses) within the scope of the statutory provisions.
- 9.2 The supplier reimburses NOVOMATIC AG for all expenses incurred in connection with the fulfillment or removal and/or defense of claims arising from product liability with regard to the products delivered by the supplier. The supplier will fully indemnify NOVOMATIC AG against all product liability claims by third parties, both personal injury and property damage. The supplier undertakes to support NOVOMATIC AG in the defense (both in and out of court) of such claims to the best of its ability.
- 9.3 Should the supplier subsequently become aware of circumstances that could lead to product liability claims, the supplier is required to report these to NOVOMATIC AG without undue delay and to reimburse NOVOMATIC AG for all expenses and damages incurred by NOVOMATIC AG in connection with any necessary measures with regard to the defective products (e.g., product

recalls, product exchanges, etc.) or which must be reimbursed to third parties. The supplier is also required to maintain adequate liability insurance with a reputable European insurance company, with such insurance cover also covering claims arising from statutory product liability.

10 Special Provisions for Hardware and Software

- 10.1 Unless otherwise agreed in the order, hardware and software always constitute a unit.
- 10.2 If the supplier has to deliver software that was not developed individually for NOVOMATIC AG, the supplier grants a transferable and unlimited right of use. If the software was developed specifically for NOVOMATIC AG, the supplier grants NOVOMATIC AG an exclusive license for all types of use. Unless otherwise agreed, the source code for the software in its current version is also to be provided, including the written user documentation in German.
- 10.3 Software individually created for NOVOMATIC AG is deemed accepted if the software has run satisfactorily and without error messages in a free trial operation for a period of at least four weeks in accordance with the agreed specifications.

11 Obligation to Maintain Confidentiality and Data Protection

- 11.1 The supplier is required to keep secret any information that comes to its knowledge in connection with the order, insofar as it is not generally known or known to it by other lawful means. It will use the data that has become known to it exclusively for the purpose of processing the order. The supplier must also keep secret all drawings, samples, models, molds and other manufacturing documents and aids provided to the supplier, which are and remain the material and intellectual property of NOVOMATIC AG and which NOVOMATIC AG may lawfully dispose of.
- 11.2 The supplier guarantees that it will process personal data within the meaning of the EU GDPR (EU General Data Protection Regulation) only for the purpose of parties' relationship and in accordance with the provisions of the EU GDPR, the applicable national data protection legislation, industry standards, regulations and the instructions of NOVOMATIC AG. If, for whatever reason, the supplier is unable to comply with legal requirements or the instructions of NOVOMATIC AG, the supplier must inform NOVOMATIC AG without undue delay and NOVOMATIC AG shall then have the right to discontinue the transfer of personal data and/or to terminate the business relationship. The supplier takes appropriate technical and organizational security measures in accordance with the state of the art to protect personal data. The supplier is obliged to maintain confidentiality with regard to personal data that has come to its knowledge and to protect the data from access by third parties and will under no circumstances pass it on to third parties or make it accessible to third parties.

12 Compliance and Anti-corruption

- 12.1 The supplier is required to comply with all applicable laws, in particular the Austrian provisions on corruption prevention, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act. The supplier warrants that, in connection with its contractual obligations or in connection with other business in which it is involved, it will not, directly or indirectly, offer or grant any tangible or intangible benefit to a public official or employee of a state-controlled enterprise or a political party or any other private person or (non-governmental) organizations working on behalf of a government agency, in order to obtain unlawful advantages for themselves or for third parties.
- 12.2 The supplier warrants that neither it nor its agents have ever been convicted of corruption. It also undertakes to inform NOVOMATIC AG immediately of any pending or ongoing investigations against it in connection with corruption and corrupt actions for the duration of the contractual relationship.

- 12.3 Any violation of these compliance and anti-corruption provisions may constitute a material breach of contract, justifying immediate termination of the contract and assertion of claims for damages.

13 Advertising Material and References

- 13.1 The supplier may only refer to the business relationship with NOVOMATIC AG or affiliated companies or customers of NOVOMATIC AG or affiliated companies known to it in information and advertising material with the express prior written consent of NOVOMATIC AG.

14 Intellectual Property

- 14.1 "Intellectual Property" means all inventions, ideas, know-how, trade secrets and intellectual property rights, in particular copyrights, trade secrets, patent, trademark and industrial design rights, as well as all enhancements, improvements and extensions thereof. The supplier warrants to NOVOMATIC AG that none of the delivery items supplied by it infringes the aforementioned rights of third parties and undertakes to defend NOVOMATIC AG and to hold it harmless and indemnify it in the event of an actual or alleged infringement of intellectual property rights of third parties.
- 14.2 Intellectual property which a) is used by NOVOMATIC AG in connection with the production and development of delivery items or the provision of other services remain the sole and exclusive property of NOVOMATIC AG.

15 Termination of the Contract in the Case of Continuing Obligations

- 15.1 Unless otherwise agreed in writing, continuing obligations may be terminated by NOVOMATIC AG by giving 3 (three) months' notice. NOVOMATIC AG may terminate contracts with immediate effect for cause. This includes, among other things, cases of gross or repeated violation of essential contractual obligations by the customer or the opening of insolvency proceedings against the customer's assets or the rejection of a petition to open insolvency proceedings due to a lack of cost-covering assets. In the event of a justified withdrawal from the contract, the customer must bear the costs of returning the purchased item.
- 15.2 In the event of a justified withdrawal, NOVOMATIC AG may, at its own discretion and without prejudice to further claims, either retain goods that have already been delivered in exchange for payment of the remuneration pro rata or return them at the supplier's expense. If the supplier withdraws from the contract for reasons for which it is responsible, the supplier must also reimburse the customer for any additional costs incurred by and in connection with a possible replacement delivery by a third party (covering purchase).

16 Contact Details

- 16.1 The contracting parties mutually undertake to notify each other in writing of any change of address or e-mail address. Until this declaration is received by the other contracting party, declarations are also deemed to have been received if they are delivered to the original address/e-mail. Any changes to the power of representation only take effect for this contractual relationship if they have been communicated to the other contracting party in writing. This also applies to powers of representation entered in the commercial register.

17 Severability Clause

- 17.1 Should any provision of the contract be or become invalid or void, this will not affect the validity and enforceability of the remaining provisions. The contracting parties undertake to replace the invalid or void provision with a valid provision that comes as close as possible to achieving the same economic outcome.

18 Ban on Assignment

- 18.1 The supplier is not entitled to transfer its rights and obligations to third parties or to assign its claims against NOVOMATIC AG to third parties without the prior written consent of NOVOMATIC AG.

19 Applicable Law and Legal Venue

- 19.1 The contract is subject to Austrian law excluding (i) the conflict of laws rules and (ii) the UN Sales Convention.
- 19.2 The Vienna Commercial Court has exclusive jurisdiction to decide on disputes, in particular on the conclusion of a contract or on claims arising from the contract.
- 19.3 In any case, the customer must reimburse NAG for all costs of legal action, in particular the costs of NAG's legal representatives and pre-trial costs.

20 Effectiveness

- 20.1 These GTCP entered into force on 01.04.2025 and replace our GTCP applicable until that time.