



HSP General Terms and Conditions of Purchase

1. General

- 1.1. These General Terms and Conditions of Purchase ("**Terms**") govern all purchases of materials, documents of other deliverables ("**Goods**") between the supplier ("**Supplier**") and HSP and its Affiliates ("**HSP**"). "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- 1.2. These Terms shall apply to all purchase contracts between HSP and Supplier. Subject to HSP's express written agreement, Supplier terms differing from these Terms are hereby rejected, even if HSP accepts delivery and makes payments without objection or despite being aware of Supplier's conflicting terms.

2. Order and Confirmation of Order

- 2.1. Purchase orders ("**PO**") and confirmation of the PO together in writing shall constitute a contract of Goods ("**Contract**").
- 2.2. PO shall be deemed accepted by Supplier upon the earliest of (i) Supplier's written confirmation, or (ii) Supplier commencing performance of PO, including without limitation to manufacturing, procurement of materials, or delivery of Goods, or (iii) if Supplier does not object in writing within 14 calendar days (each a "**Day**") from the receipt of PO. Any alterations, amendments or additions to PO shall only become a part of Contract if HSP accepts such in writing.

3. Delivery and Delivery Date, Transfer of Title

- 3.1. Delivery shall be made DDP according to the Incoterms in force at the moment of PO and stipulated means of transport, unless agreed otherwise. Partial deliveries and early deliveries are not permitted unless expressly agreed in writing by the Parties. Supplier ensures professional and faultless packaging and is liable for all damages as a result of inadequate or unsuitable packaging.
- 3.2. Each completed delivery shall include a packing or delivery note indicating the contents and the full order number, together with any material testing, test records, quality control documents, and other requirements specified in the Contract.
- 3.3. For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance by HSP, provided that HSP shall not unreasonably delay or withhold such acceptance. For deliveries not involving installation or commissioning, the transfer of risk shall be upon the applicable Incoterms.
- 3.4. Time of delivery is of the essence. Supplier shall immediately notify HSP in writing if the Goods in full quantities cannot meet the delivery dates and times specified in the Contract. Upon HSP's request, Supplier shall deliver the concerned Goods with a more expeditious transportation at Supplier's sole costs. Transfer of title shall be upon delivery to HSP.
- 3.5. All tools and materials provided by HSP remain HSP's property and shall be stored, labelled as such, and administered separately at no cost to HSP. Supplier shall inspect them upon receipt and promptly notify HSP of any defects. Their use is strictly limited to HSP orders only. Any processing or transformation shall be carried out exclusively for HSP, and ownership of the processed or transformed products shall vest in HSP from the outset.
- 3.6. If any Goods are delivered beyond the agreed deadline, Supplier is in default of delivery, without reminder. HSP is entitled to charge a penalty, without limiting or affecting its

other rights or remedies, in respect of each commenced day of delay amounting to 0.3% value of the delayed delivery but not exceeding a total of 10% of the total value of Contract, unless such delay is caused by any event in Clause 9 or is solely attributable to HSP. Acceptance of late deliveries shall not be deemed to be a waiver of any claims to which HSP is entitled.

- 3.7. Supplier warrants defect-free delivery. HSP will inspect incoming Goods only for visible defects or quantity deviations and notify such defects within a commercially reasonable time. Other defects will be notified when discovered in the ordinary course of business, and Supplier waives objection to late notification.

4. Payment, Invoices

- 4.1. Unless otherwise agreed, payments shall be due and payable no later than 120 Days net from the receipt of the invoice after delivery or service is completed or in accordance with the effective Contract; where, however, the mandatory law of the jurisdiction applicable to the transaction prescribes a shorter maximum payment term, that shorter term shall apply in its place without the need for further amendment to the Contract. If payment is made within 30 Days, HSP is entitled to a 3% discount. A discount shall also be allowed if HSP sets off or withholds any payments to a reasonable extent on account of any deficiency.
- 4.2. PO number and the number of each individual item shall be detailed in invoices. Any invoices lacking such details shall not be payable. Copies of invoices shall be marked as duplicates.
- 4.3. Payment does not constitute an acknowledgement that the corresponding Goods were provided in accordance with Contract.
- 4.4. If HSP fails to make payment by the due date, Supplier shall not be entitled to suspend performance or terminate the Contract on account of such non-payment unless and until: (i) Supplier has given HSP written notice specifying the outstanding amount and the failure to pay; and (ii) HSP has failed to remedy the non-payment within thirty (30) Days of receipt of such notice ("**Cure Period**"). Only upon expiry of the Cure Period without payment having been made may Supplier exercise any right of suspension or termination available to it under the Contract or applicable law. For the avoidance of doubt, any right of HSP to dispute, set off or withhold amounts pursuant to these Terms shall remain unaffected.

5. Confidentiality

- 5.1. "**Confidential Information**" means any non-public documents, data, know-how, or other information shared by one party with the other in connection with the Contract. Each party shall use the other's Confidential Information solely for the Contract and keep it confidential. Disclosure is permitted only to employees or third parties who reasonably need to know such information for the Contract and are bound by equivalent confidentiality obligations. The party disclosing such information is liable for any breach by its personnel or third parties.
- 5.2. This confidentiality obligation does not apply to Confidential Information which (i) is publicly available through no fault of the recipient; (ii) is lawfully received from a third party; (iii) is independently developed by the recipient; (iv) was known before disclosure; (v) must be disclosed by law (with prior notice to the disclosing party).



- 5.3. Confidentiality obligations shall survive Contract termination for 5 years.

6. Intellectual Property

Any works, inventions, software, designs, or other intellectual property created specifically for HSP under the Contract shall vest in and be owned by HSP from the moment of creation, and Supplier hereby assigns all right, title, and interest therein to HSP worldwide and in perpetuity. For all other pre-existing or background IP embodied in the Goods, Supplier grants HSP an unrestricted, transferable, royalty-free license to use such rights to the extent necessary to use the Goods for their intended purpose.

7. Warranty

- 7.1. Supplier warrants defect-free Goods in material, workmanship and design, conform to the agreed specifications and to the latest technology, shall be merchantable and fit for its customary use as well as the particular use intended by HSP.
- 7.2. The warranty period is 3 years after acceptance by HSP for Goods involving installation, commissioning or service, and otherwise 3 years after delivery to HSP, insofar as no statutory provisions provide for longer periods. Repaired or replaced Goods are subject to the full warranty as set forth herein.
- 7.3. HSP shall, within the warranty period, notify Supplier in writing or by email of any defects or deficiencies, as soon as reasonably practicable. At HSP's discretion, Supplier shall, at its own expense, rectify such issues by repair, re-performance, or replacement, and bear all related costs and risks (including return, transport, and installation/de-installation).
- 7.4. If Supplier fails to remedy a deficiency within a reasonable period set by HSP, HSP may (i) cancel the Contract in whole or in part without liability, (ii) demand a price reduction, or (iii) carry out or arrange repair, re-performance, or replacement at Supplier's expense and claim damages. These rights may be exercised without a deadline if immediate action is necessary to avoid HSP's liability. Legal provisions on dispensability of a deadline remain unaffected.
- 7.5. In case of culpable defect of title, in particular in case of infringement of third-party industrial property rights, Supplier shall indemnify HSP and its customers from all claims by third parties and shall compensate all costs HSP incurs due to a necessary and appropriate legal defence. In respect of defects of title a period of limitation of 7 years applies.

8. Liability

- 8.1. Supplier shall be liable for any expenses and/or damages incurred by HSP due to Supplier's breach of these Terms, including any costs arising from a product recall necessitated by a defect in the Goods. Supplier shall indemnify HSP against all claims arising from such breach, including third-party claims, and shall bear all related costs including legal fees. HSP shall be liable to Supplier for direct losses caused by HSP's own breach of these Terms.
- 8.2. Neither party shall be liable to the other for any indirect or consequential loss, loss of profit, loss of revenue, loss of business, or loss of anticipated savings, whether arising in contract, tort or otherwise, even if advised of the possibility of such losses. This exclusion shall not apply to: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability that cannot be excluded by applicable law.
- 8.3. The total aggregate liability of either party to the other under or in connection with the Contract shall not exceed 100 % of

the total value of the Contract to which the claim relates. These caps shall not apply to: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) Supplier's indemnity obligations under Clauses 8.1 and 10; (iv) breaches of Clause 5 , 13, 14.2, 15, 16, 19, and 20; or (v) any liability that cannot be limited by applicable law.

- 8.4. Supplier shall maintain: (i) public liability insurance (including extended product liability and recall costs) with minimum coverage of €5 million each for personal injury, property damage, and recall expenses; and (ii) global general and product liability insurance covering supply-related liabilities and HSP indemnity. Insurance must be with a reputable insurer, comply with good industry practice, and Supplier shall provide certification to HSP upon request.

9. Force Majeure

- 9.1. A "**Force Majeure Event**" is any unforeseeable event beyond the reasonable control of a party, its Affiliates or its subcontractors (the "**Affected Party**"), which could not have been prevented by good industry practice, and which delays or prevents performance. Examples include war, civil unrest, terrorism, natural disasters, epidemics, pandemics, government lockdowns, nationwide strikes, and trade restrictions.
- 9.2. If a Force Majeure Event occurs, the Affected Party will not be considered in breach of its obligations under the Contract for as long as and to the extent it is unable to perform due to this event.
- 9.3. The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and the impacted obligations.
- 9.4. If the Force Majeure Event and its effects last for 180 Days in total, either party may terminate the Contract with written notice for the undelivered portion of the Supplies.

10. Third Party Industrial Property Rights

- 10.1. Supplier warrants that no third-party intellectual property rights are in conflict to the contractual use of the Goods.
- 10.2. Supplier shall indemnify and hold HSP harmless from all third-party claims arising from Supplier's infringement of intellectual property rights, including any damages and reasonable legal costs incurred by HSP chaser in and out of court.
- 10.3. The parties shall notify each other immediately of any infringement risks and alleged cases and shall afford each other to jointly counteract any corresponding claims.

11. Assignment and Set-Off

- 11.1. Any assignment of any claim is only allowed with the prior written approval of HSP.
- 11.2. HSP may withhold or set off payments based on its counterclaims.

12. Right to Terminate and Cancel

- 12.1. HSP may terminate the Contract at any time for its convenience by giving at least 10 Days written notice to Supplier. In case of such termination, compensation, if any, shall be limited to unavoidable documented direct material costs.
- 12.2. In addition to any rights provided by law, either party may terminate the Contract in whole or in part in the event that the other party materially breaches the Contract, provided that such breach has not been remedied within two weeks following receipt of a written notice.

Without limitation, a material breach by Supplier shall include the following events: (i) Supplier materially delays the delivery of Goods; (ii) Supplier's financial situation materially deteriorates or extrajudicial composition proceedings are initiated with respect to Supplier; (iii) Supplier files for bankruptcy, is liquidated or dissolved; (iv) Supplier ceases or claims to cease its business; or (v) any violation of Clauses 13, 14, 15, 16, 19, and 20.

- 12.3. In case of a termination according to Clause 12, HSP may continue to utilize the existing Goods already performed by Supplier in exchange for reasonable payment.

13. Code of Conduct for Business Partners, Security in the Supply Chain

- 13.1. Supplier shall at all times during its business relationship with HSP follow the [Business Partner Code of Conduct](#).
- 13.2. Supplier has not and will not, directly and indirectly, in connection with the Contract or otherwise, offer, pay or authorize any money or anything of value to any HSP employee, agent or consultant of HSP or other person/party related to HSP.
- 13.3. Supplier shall comply with the safety and reliability requirements according to the respective internationally recognized initiatives based on WCO AFE Framework of Standards (e. g. AEO, C- TPAT). Supplier must inform HSP immediately if such safety, reliability requirements or relevant compliance cannot be fulfilled.
- 13.4. Supplier shall conduct its business and manage its supply chain in compliance with all applicable laws and regulations governing human rights, labour, and environmental due diligence (including, without limitation, the German Act on Corporate Due Diligence Obligations in Supply Chains (LkSG) and equivalent legislation), and in a manner consistent with the UN Guiding Principles on Business and Human Rights, the ILO Core Labour Standards, and the OECD Guidelines for Multinational Enterprises (and, where applicable, the EU Corporate Sustainability Due Diligence Directive (CSDDD)).
- 13.5. Supplier shall establish, maintain and continuously improve adequate due diligence procedures (including risk identification and assessment, preventive and remedial measures) to identify, prevent, cease and mitigate adverse human rights and environmental impacts in its own operations and throughout its supply chain. Supplier shall maintain adequate records of its due diligence activities for a minimum of seven (7) years from their creation. Supplier shall contractually cascade equivalent due diligence obligations to its direct and, where appropriate, indirect suppliers. Supplier shall, upon request, provide HSP with all information reasonably required for HSP to fulfil its own compliance obligations, including risk assessments, audit results, remedial action plans, grievance mechanism reports and sub-supplier information.
- 13.6. Supplier shall promptly notify HSP of any actual or potential violation of this Clause or of any substantiated concerns regarding adverse impacts affecting the Goods or HSP's compliance obligations. Where a violation or adverse impact is identified, Supplier shall develop and implement an effective remedial action plan and regularly report on it. HSP may audit Supplier's compliance upon reasonable notice, including through independent third parties,
- with each party bearing its own audit costs unless the audit reveals a material breach, in which case Supplier shall bear all reasonable costs incurred by HSP in conducting the audit.

14. Quality Management, Subcontracting to Third Parties

- 14.1. With the compliance of applicable quality, technology, safety standards and agreed technical specifications, Supplier shall maintain an appropriate quality management (e.g. ISO 9001) and provide evidence thereof. Upon reasonable notice, Supplier shall provide assistance to HSP's audit towards Supplier's facilities and operations, and address any deficiencies identified during such audits at no additional cost to HSP.
- 14.2. Supplier is not allowed to subcontract the Contract to any third parties unless HSP agrees so in writing. HSP is entitled to cancel the Contract in whole or in part and claim damages if Supplier violates this Clause 14.2.
- 14.3. In addition to the audit rights set out in Clause 13.6, HSP shall have the right, upon at least ten (10) Days' prior written notice, to audit Supplier's facilities, records, and operations to verify compliance with any obligation under these Terms, including quality standards, pricing, cost structures, and subcontracting arrangements. Audits may be conducted by HSP or independent third-party auditors subject to reasonable confidentiality obligations and shall not occur more than once per calendar year per subject matter area unless a prior audit has revealed a material breach or there are reasonable grounds to suspect non-compliance. Each party shall bear its own audit costs unless the audit reveals a material breach by Supplier, in which case Supplier shall bear HSP's reasonable costs. Supplier shall provide all reasonable assistance and access required.

15. Product and Environmental Compliance

- 15.1. The Supplier shall ensure that all products and their packaging comply with all applicable legal and regulatory requirements for their sale, import, export, and use in the European Economic Area and any other countries specified by HSP in writing (e.g. in the order or product specification). Supplier, shall, upon request, promptly provide all required compliance documents, including declarations of conformity, technical files, test reports, and certificates.
- 15.2. If the products contain declarable or restricted substances (including but not limited to substances under REACH (including SVHC), RoHS, POPs or other applicable restrictions), the Supplier must provide complete and accurate material composition data in a mutually agreed industry-standard format (e.g. IPC-1752) no later than the first delivery and update such information without undue delay in case of any changes or new regulatory requirements.
- 15.3. For Goods containing dangerous material, the Supplier must inform HSP in writing no later than the order confirmation date and provide all necessary safety data sheets, labelling, and transport documentation in accordance with applicable regulations (e.g. ADR, IATA, IMDG).
- 15.4. The Supplier shall cooperate fully and without undue delay promptly provide all data and documentation required for compliance with the EU Carbon Border Adjustment Mechanism (CBAM), including verified embedded direct and (where applicable) indirect greenhouse gas emissions data in accordance with the CBAM methodology. Supplier shall provide such data in a timely manner to enable HSP to meet its reporting deadlines and surrender obligations. Where required, Supplier shall support third-party verification of the emissions data.
- 15.5. In the event of any actual or potential non-compliance under this clause, Supplier shall promptly notify HSP and, at its own cost, take all necessary corrective actions (including, where appropriate, product recall, replacement or modification) as reasonably required by HSP.

16. Compliance, Export Control, and Foreign Trade Data Regulations

- 16.1. Supplier shall comply with all applicable laws, regulations, and industry standards relevant to the provision Goods.
- 16.2. Supplier shall also comply with all export control, customs, and foreign trade regulations (“**Foreign Trade Regulations**”), including those of the US, UK, and EU. Upon accepting the order, Supplier shall identify any Goods subject to Foreign Trade Regulations and provide all relevant information, including: (i) applicable export list numbers, including the ECCN under the U.S. Commerce Control List; (ii) the statistical commodity code under current foreign trade classifications and HS code; (iii) the country of (non-preferential) origin; and, upon HSP’s request, Supplier’s preferential origin declaration (for EU suppliers) or preferential certificates (for non-EU suppliers); (iv) upon HSP’s request, evidence of the origin of iron and steel inputs used in the products.
- 16.3. HSP shall not be obligated to fulfil the Contract if such fulfilment is prevented by any impediments arising out of any national or international Foreign Trade Regulations or any embargoes or other sanctions.

17. Replacement Parts and Availability

Supplier shall be obligated to deliver replacement parts at appropriate conditions for the period of ordinary technical use, no less than for 15 years after delivery of the last Goods.

18. Governing Law and Dispute Resolution

- 18.1. The Contract and any related disputes shall be governed by the substantive laws of the HSP entity’s registered office, excluding conflict of laws and the CISG.
- 18.2. All disputes shall be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“**ICC**”). If the total dispute value is €1M or more, the expedited procedure does not apply, and the tribunal will consist of three arbitrators; otherwise, one arbitrator will be appointed. The arbitration proceedings shall be conducted in English.
- 18.3. The seat of arbitration shall be as follows:

Locality	Seat of arbitration
Austria	Linz, Austria
Brazil	Sao Paulo, Brazil
Bulgaria	Sofia, Bulgaria
Canada	Toronto, Canada
China	Singapore, Singapore
France	Paris, France
Germany	Berlin, Germany
Italy	Milan, Italy
USA	Charlotte, NC, USA

- 18.4. If any provision of these Terms is or becomes invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall replace such provision with a valid one that comes as close as possible to its original economic intent.

19. Cybersecurity

- 19.1. The Supplier shall comply with all applicable cybersecurity and data protection laws and shall maintain adequate technical and organizational security measures to protect HSP’s data, systems, and operations against cyber incidents, including but not limited to unauthorized access, loss, or misuse.

- 19.2. In case of Supplier’s failure to fulfil its obligation under Clause 19.1, Supplier shall indemnify HSP from all loss and liability arising from the cybersecurity violation, including legal fees.

20. Data Protection

- 20.1. Each party shall comply with all applicable data protection and privacy laws in connection with the Contract (including, where applicable, the GDPR, the UK Data Protection Act, the CCPA, and equivalent legislation) and shall process the other party’s personal data solely for the purposes of performing the Contract, implementing appropriate technical and organisational measures to protect it against unauthorised access, loss, or misuse.
- 20.2. In the event of a data breach affecting HSP’s data, Supplier shall notify HSP without undue delay and no later than 48 hours after becoming aware, providing all information reasonably required for HSP to fulfil its own legal notification obligations.
- 20.3. Where applicable law requires a data processing agreement, the parties shall enter into one upon request.