

Quality Assurance Agreement (QAA)

(Version: April 2026)

I. General Terms and Conditions of Purchase for Orders

For use in all contractual relationships between HIDU GmbH (hereinafter referred to as the “Purchaser”) and companies (hereinafter referred to as the “Supplier”) for the supply of products and/or services.

1. Governing Conditions

- 1.1. The legal relationships between the Supplier and the Purchaser shall be governed exclusively by the following General Terms and Conditions of Purchase.
- 1.2. Any conflicting or deviating terms and conditions of the Supplier are hereby expressly rejected.
- 1.3. The unconditional acceptance of products including documentation or services (hereinafter uniformly referred to as “Goods”) or the unconditional payment by the Purchaser shall in no case constitute recognition of the Supplier’s general terms and conditions.
- 1.4. All services to be rendered by the Supplier under this order shall be referred to as the “Scope of Supply”. These General Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier. In the event of contradictions, ambiguities or discrepancies between the contractual documents, the following order of precedence shall apply:
 1. Drawings, technical specifications, inspection and acceptance regulations and other technical requirements of BHT/HIDU or their affiliated companies (the German version shall be authoritative);
 2. the Quality Assurance Agreement (QAA), including all annexes, specifications and referenced documents;
 3. the respective purchase order of the Purchaser;
 4. these General Terms and Conditions of Purchase;
 5. documents, specifications or general terms and conditions of the Supplier.

Supplier documents shall not take precedence even if they are referred to in offers, order confirmations or delivery documents.

2. Conclusion and Scope of the Contract

- 2.1. The Purchaser places orders exclusively on the basis of these General Terms and Conditions of Purchase (purchase order). The Supplier shall confirm acceptance of the purchase order without reservation within five (5) working days (order confirmation); otherwise, the Purchaser shall no longer be bound by the purchase order.
- 2.2. If the Purchaser’s purchase order is based on a binding offer submitted by the Supplier, the Purchaser’s order shall constitute acceptance of such offer subject to these General Terms and Conditions of Purchase.
- 2.3. By delivering the Goods, the Supplier declares its agreement with these General Terms and Conditions of Purchase, unless a different written agreement has been expressly concluded.
- 2.4. Any change to the agreed Scope of Supply after conclusion of the contract shall require the Purchaser’s prior written confirmation.
- 2.5. The Supplier shall review the Purchaser’s requirements and shall immediately notify the Purchaser in writing, prior to performance, of any circumstances that may impede proper performance of the contract.
- 2.6. The Supplier warrants that the Goods delivered by it are free from defects, possess the warranted characteristics, comply with the Purchaser’s requirements and are suitable for the contractually intended purpose. The Supplier guarantees a complete outgoing goods inspection and delivery in zero-defect quality.
- 2.7. The place of delivery and the final place of use of the Goods may differ. The location specified in the Purchaser’s purchase order shall be decisive.
- 2.8. The Purchaser may request reasonable changes to the Scope of Supply with regard to design and execution. The effects of such changes, in particular with respect to additional or reduced costs and delivery dates, shall be reasonably agreed by mutual consent.

3. Prices, Payment

- 3.1. The agreed prices are fixed prices. Within the European Union (EU), prices shall be deemed agreed DDU, and outside the EU DDP (INCOTERMS 2000). Prices include packaging and exclude statutory value-added tax. All other local taxes or charges imposed on or levied against the Purchaser shall be borne by the Supplier. The Purchaser is entitled to withhold any applicable withholding tax from the purchase price.
- 3.2. Cost estimates and/or offers are binding and shall not be remunerated unless otherwise expressly agreed in writing. Where the Supplier has assumed installation or assembly, it shall bear all ancillary costs, unless otherwise agreed..
- 3.3. Invoices shall be paid by the Purchaser in fixed payment runs on the 1st and 15th of each month, or on the following working day. Unless otherwise agreed in writing, the payment terms shall be 3% cash discount within 21 days or net within 60 days. The payment period shall commence upon receipt of the invoice by the Purchaser, but not before complete and defect-free delivery. Any agreed and made advance payments shall not constitute acknowledgment of the invoice..
- 3.4. In the event of acceptance of early deliveries, the payment term shall be based on the agreed delivery date.
- 3.5. The Supplier undertakes to execute a triangular transaction pursuant to Article 141 of Directive 2006/112/EC only if it is not registered for VAT purposes in Austria.

4. Delivery, Deadlines, Delay, Substitute Performance, Contractual Penalty

- 4.1. Agreed delivery dates and deadlines are binding. Compliance with delivery dates or delivery periods shall be determined by receipt of the Goods, including complete documentation, at the agreed place of delivery.
- 4.2. The Supplier shall make the Goods available in due time, taking into account customary loading and shipping times.
- 4.3. In all other respects, the Supplier shall coordinate with the Purchaser’s freight forwarder in cases where DDP/DDU/CFR/CPT has not been agreed.
- 4.4. Partial deliveries are not permitted unless expressly approved by the Purchaser.
- 4.5. If agreed dates are culpably not met, the Supplier shall be in default. The statutory provisions shall apply unless otherwise stipulated below.

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- 4.6. The unconditional acceptance of a delayed delivery or performance shall not constitute a waiver of any claims for compensation to which the Purchaser is entitled due to delayed delivery or performance.
- 4.7. If the Supplier anticipates difficulties that may prevent timely delivery or delivery in the agreed quality, it shall immediately inform the Purchaser thereof in writing, stating the reasons.
- 4.8. In the event of default, the Purchaser shall grant a reasonable grace period for subsequent performance.
- 4.9. Irrespective thereof, the Supplier shall compensate the Purchaser for any damage resulting from the delayed delivery.
- 4.10. If the Supplier fails to comply with a reasonable grace period set by the Purchaser, the Purchaser shall be entitled to procure the delayed Goods itself or through third parties in the name and at the risk of the Supplier. All costs and expenses incurred thereby shall be borne by the Supplier. In addition, the Purchaser shall be entitled to terminate the contract.
- 4.11. In emergency situations, in particular to avert acute danger or prevent major damage, the Purchaser may act without prior notice within the meaning of the above provision.
- 4.12. Furthermore, the Purchaser shall be entitled to set off a contractual penalty of 1% per commenced calendar day of delay, up to a maximum of 10% of the total order value. Where specific documents are required to be delivered on specific dates as part of the Scope of Supply, the Purchaser shall be entitled to set off a contractual penalty of EUR 500 per delayed document, increasing to EUR 1,000 from the second week. Any contractual penalty shall be credited against claims for damages.
- 4.13. The Supplier is prohibited from soliciting or employing employees of HIDU GmbH or any affiliated company without the Purchaser's prior written consent. In the event of violation, a contractual penalty of EUR 100,000 shall be set off.

5. Geheimhaltung

- 5.1. All information made accessible by the Purchaser (including characteristics derived from transferred items, documents, drawings or software, as well as other knowledge or experience) shall be kept confidential vis-à-vis third parties for as long as and insofar as such information is not demonstrably publicly known. Such information shall remain the exclusive property of the Purchaser and shall be made available within the Supplier's operations only to those persons who must necessarily be involved for the purpose of supplying the Purchaser and who are likewise obligated to maintain confidentiality. Without the Purchaser's prior written consent, such information may not be reproduced or commercially used, except for supplies to the Purchaser itself. At the Purchaser's request, all information originating from the Purchaser (including copies and records) as well as items provided on loan shall be returned to the Purchaser immediately and in full or destroyed, together with a corresponding written confirmation.
- 5.2. The Purchaser reserves all rights to such information (including copyrights and the right to apply for industrial property rights). Where the Purchaser has received such information from third parties, this reservation of rights shall also apply for the benefit of such third parties.
- 5.3. Products manufactured according to documents designed by the Purchaser, such as drawings, models or similar items, or according to its confidential information, or using its tools or replicated tools, may neither be used by the Supplier itself nor offered or supplied to third parties. This shall apply mutatis mutandis to printing orders.

6. Inventions, Intellectual Property Rights

- 6.1. With respect to patentable inventions arising within the legal relationship between the Supplier and the Purchaser, in particular in connection with development services, the Supplier hereby grants the Purchaser a royalty-free, transferable and unlimited right of use. The Supplier shall ensure organizationally that it is able to fulfill its obligations regarding the claiming and transfer of such rights.
- 6.2. The Supplier is aware that the Purchaser's Goods are used worldwide. The Supplier warrants that all deliveries are free from third-party intellectual property rights and, in particular, that the delivery and use of the delivered items do not infringe patents, licenses or other intellectual property rights of third parties. The Supplier shall indemnify and hold the Purchaser harmless against any claims asserted against it in this respect, including costs of legal defense. The Purchaser shall be entitled, at the Supplier's expense, to obtain authorization from entitled third parties to use the relevant delivered items and services.
- 6.3. The Supplier grants the Purchaser the irrevocable right to freely dispose of the Scope of Supply, in particular to resell it to third parties.
- 6.4. The contracting parties shall immediately inform each other of any known risks of infringement and alleged cases of infringement.
- 6.5. With respect to software included in the Scope of Supply, including its documentation, the Purchaser shall have the right to use it with the agreed performance features in accordance with contractual use. The Purchaser may also create a backup copy without an express agreement.

7. Packaging, Delivery Note, Invoice, Origin of Goods, Export Declaration and Export Restrictions

- 7.1. The Goods shall be packaged in a manner suitable for transport. The Supplier shall be solely responsible for the accuracy and completeness of the accompanying documents. In particular in the case of hazardous goods, the Supplier shall be responsible for ensuring that the packaging and its labeling, as well as the means of transport and its markings, comply with the applicable regulations for the respective mode of transport (road, rail, inland or maritime shipping, or air transport). Any special labeling and/or preservation instructions specified in the purchase order shall be complied with.
- 7.2. A delivery note and a separate invoice shall be issued to the Purchaser for each shipment. These documents shall include the Supplier number, date and number of the purchase order, quantity and item numbers of both the Purchaser and the Supplier, number and date of the delivery note, gross and net weights listed separately, any additional data specified by the Purchaser in the purchase order (e.g. unloading point, project number), and the agreed price and quantity units. Each delivery shall be accompanied by a packing list containing a precise description of contents, stating the purchase order number.
- 7.3. If an invoice relates to several purchase orders, the information specified above shall be listed separately for each purchase order.
- 7.4. A Supplier established within the EU shall provide the Purchaser with the customs tariff number and, upon request, document the Goods at the time of delivery free of charge by means of certificates of origin. In addition, Goods whose origin is not within the EU shall always be clearly marked on the delivery note as "no EU preferential origin". A Supplier not established within the EU shall additionally provide the

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Purchaser with the customs tariff number and the preferential proof for the respective Goods and, upon request, enclose a certificate of origin free of charge with the delivery. The Supplier shall indemnify the Purchaser against all costs incurred as a result of incorrect, incomplete or erroneous statements or documents regarding origin. For extra-community orders (outside the EU, NAFTA, Mercosur, etc.), the Supplier shall enclose an export declaration.

7.5. The Supplier shall be obliged to clearly inform the Purchaser in offers, purchase orders and invoices of any export restrictions.

7.6. This includes, in particular, labeling in accordance with the applicable national export control laws, especially German, U.S. and Japanese export law, the indication of the relevant export list numbers (AL), and—where Goods are subject to U.S. export law—the indication of the U.S. Export Control Classification Number (ECCN).

8. Force Majeure, Transfer of Risk

8.1. Force majeure, labor disputes, operational disruptions not attributable to fault, civil unrest, governmental measures and other unavoidable events shall release the Purchaser from its obligations for the duration of such events. Furthermore, the Purchaser shall be entitled—without prejudice to its other rights—to withdraw from the contract in whole or in part if such events result in a significant reduction of its requirements and are not of insignificant duration.

8.2. The Supplier shall bear the risk until acceptance by the Purchaser or its agent at the place where the Goods are to be delivered in accordance with the contract (place of delivery). Where the Supplier has assumed installation, assembly and/or commissioning, it shall bear the risk until acceptance by the Purchaser or its agent. If, in addition to the place of delivery, a final place of use is specified in the purchase order, the transfer of risk shall extend to such final place of use.

9. Warranty, Liability

9.1. The statutory provisions governing defects in title and defects in quality (hereinafter collectively referred to as “Defects”) shall apply unless otherwise stipulated below.

9.2. A Defect shall exist if the agreed Scope of Supply and the delivered Scope of Supply do not correspond.

9.3. Acceptance of the Goods shall be subject to inspection for freedom from defects, in particular correctness, completeness and suitability.

9.4. The Purchaser shall be entitled to inspect the Goods insofar as and as soon as this is feasible in the ordinary course of business; no inspection beyond this is owed. Discovered defects shall be notified without delay. In this respect, the Supplier waives the objection of late notification of defects. With regard to quantities, weights and dimensions, the values determined by the Purchaser during incoming goods inspection shall be decisive, unless proven otherwise..

9.5. If a Defect exists, the Supplier shall remedy it. The Purchaser may, at its discretion, require rectification (repair) or replacement delivery. In the case of replacement delivery, the Goods shall be delivered anew.

9.6. The Purchaser’s claim for remedy shall expire 24 months after defect-free acceptance by the end customer, but no later than 36 months after acceptance of delivery by the Purchaser, unless otherwise agreed in writing. For preservation of the Purchaser’s claims, it shall be sufficient that the defect is notified within the aforementioned period.

9.7. If a defect becomes apparent within the period agreed in the preceding paragraph after transfer of risk, it shall be presumed that the defect already existed at the time of transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

9.8. If rectification is to be performed, the Purchaser shall set the Supplier a reasonable deadline within which the rectification must be completed. If the Supplier fails to remedy a notified defect within the set deadline, the Purchaser may remedy the defect itself or have it remedied by third parties in the name and at the risk of the Supplier. In addition, the Purchaser shall be entitled to terminate the contract.

9.9. In emergency situations, in particular to avert acute danger or prevent major damage, the Purchaser may act without prior notice within the meaning of the above provision.

9.10. For the duration of rectification or replacement delivery, the limitation period shall be suspended until the Supplier has fully fulfilled the claims for subsequent performance. For all rectified and/or replacement Goods, the limitation period shall commence anew.

9.11. The Supplier shall compensate for any breach of duty and the resulting damage. In addition, the Purchaser may reduce the purchase price or withdraw from the contract. Further claims shall remain unaffected. In particular, the Supplier shall bear all costs and expenses incurred by the Purchaser pursuant to the above provisions as a result of defective delivery of the Goods, including transport, travel, labor, material costs and/or costs of quality inspections exceeding the usual scope, as well as costs that the Purchaser is required to reimburse to its customers.

9.12. If the Purchaser takes back products manufactured and/or sold by it as a result of defects in the Goods supplied by the Supplier, or if the purchase price has been reduced, or if the Purchaser has otherwise been held liable, the Purchaser reserves the right of recourse against the Supplier.

9.13. As long as a defect exists, the Purchaser may withhold payment.

9.14. In the event of defects in title, the Supplier shall additionally indemnify the Purchaser and its customers against third-party claims. The limitation period for defects in title shall be 10 years.

9.15. For Goods that are inseparably connected with land (immovable property), the Purchaser’s claim for remedy of defects shall—deviating from the above provisions—expire 60 months after defect-free acceptance by the end customer, unless a more extensive agreement has been concluded. All other provisions shall remain unaffected.

10. Other Liability

10.1. If the Purchaser is held liable under product liability law, the Supplier shall indemnify the Purchaser insofar as and to the extent that the damage was caused by a defect in the Goods supplied by the Supplier. In the case of fault-based liability, this shall apply only if the Supplier is at fault. If the cause of damage lies within the Supplier’s sphere of responsibility, the Supplier shall bear the burden of proof. In such cases, the Supplier shall bear all costs and expenses, including the costs of legal defense or recall actions.

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10.2. The Supplier undertakes to maintain business and product liability insurance, including coverage for product financial losses and recall costs. The insurance shall have at least a rating corresponding to the following rating agencies: A.M. Best: A/A-; Fitch: AA; Moody's: Aa; Standard & Poor's: AA. The coverage amount shall be at least EUR 10 million per case for personal injury, property damage, product financial loss and recall costs respectively. The insurance certificate shall be submitted to the Purchaser upon request.

11. Assignment of Claims

11.1. Without prior written consent, which shall not be unreasonably withheld, the Supplier may not assign, set off or have collected by third parties any claims against the Purchaser.

11.2. The Purchaser may withhold payments or declare set-off on the basis of counterclaims.

11.3. This shall also apply to all counterclaims of group companies within the Purchaser's corporate group.

12. Ownership, Provision of Tools

12.1. Any retention of title by the Supplier shall require an express separate agreement in order to be effective.

12.2. Materials and tools provided by the Purchaser shall remain its property and may only be used for their intended purpose. Processing of materials and assembly of parts shall be carried out for the Purchaser. The Purchaser shall acquire co-ownership of the products manufactured using its materials in proportion to the value of the provided items relative to the value of the overall product; such products shall be held in custody by the Supplier on behalf of the Purchaser.

12.3. At the Purchaser's request, the Supplier shall clearly and visibly mark the provided tools as the property of the Purchaser. The Supplier shall be obliged to use such tools exclusively for manufacturing the ordered Goods. The Supplier shall insure the provided tools at replacement value at its own expense against fire, water damage and theft. Required maintenance and inspection work shall be carried out in due time at the Supplier's own expense. Any incidents shall be reported to the Purchaser without delay.

12.4. At the Purchaser's request, the Supplier shall immediately return any provided material and/or tools. Any right of retention is excluded.

13. Quality and Documentation, Audit

13.1. The Supplier shall comply, with respect to its deliveries, with the state of the art in science and technology applicable both in the Purchaser's country and in the country of the final place of use specified in the purchase order, as well as with safety regulations and the agreed technical data. The Supplier shall establish and demonstrate an appropriate quality management system.

13.2. The Supplier shall be obliged to provide a CE Declaration of Conformity, including the corresponding documentation, together with the first delivery.

13.3. The Supplier shall document in its quality records, for all Goods, when, how and by whom their defect-free manufacture, inspection and release were ensured. All quality-, safety- and process-relevant records shall be retained for at least 15 years from EOP (End of Production) and shall be made fully available to BHT/HIDU or their affiliated companies upon request, in particular within the scope of audits. The Supplier shall obligate its sub-suppliers to equivalent documentation, retention and access obligations.

14. Safety, Environmental Protection, Social Standards and Human Rights

14.1. Persons performing work on the Purchaser's or third-party premises in fulfillment of the contract shall comply with the respective site regulations. Liability for accidents occurring to such persons on the premises is excluded unless caused by willful misconduct or gross negligence of the respective legal representatives or vicarious agents.

14.2. The Supplier undertakes to comply with the European Directives:

- 2012/19/EU (WEEE Directive) concerning the placing on the market, take-back and disposal of electrical and electronic equipment,
- 2006/66/EC (Battery Directive) concerning the registration and reporting obligations for batteries placed on the market, and
- 2004/12/EC (Packaging Directive) concerning the handling of packaging placed on the market.

14.3. The Supplier undertakes to comply with all minimum social standards, humane and legally compliant working conditions, and all national and global environmental regulations, and to observe the provisions relating to the acceptance of inappropriate benefits. These provisions are subject to the Purchaser's current Supplier Code of Conduct, which the Supplier has expressly accepted.

14.4. Any violation of the above obligations entitles the Purchaser to suspend payments until the violation has been remedied. The remediation shall be confirmed in writing.

14.5. If the violation is not remedied within a reasonable period, the Purchaser shall be entitled to withdraw from the contract.

15. Final Provisions

15.1. Any declarations shall be made in writing. Deviations shall require prior written agreement.

15.2. Where required, the Supplier shall establish a consignment warehouse at the Purchaser's request. In such case, the parties shall conclude a separate agreement.

15.3. The Purchaser shall be entitled, in all legal disputes arising directly or indirectly from contractual relationships, to sue the Supplier at its discretion at the Supplier's place of business, the Purchaser's place of business, or the place of performance.

15.4. The contractual relationship shall be governed by the law applicable at the Purchaser's registered office, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.5. If insolvency proceedings or judicial or extrajudicial composition proceedings are applied for against the Supplier, the Purchaser shall be entitled to withdraw from the contract with respect to the unperformed part.

15.6. Should any provision of these General Terms and Conditions of Purchase or other agreements be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid provision with a provision that most closely reflects its economic intent.

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II. QUALITY ASSURANCE AGREEMENT („QAA“)

Introduction / Common Objectives

This Quality Assurance Agreement constitutes a contractual agreement between the Supplier and BHT/HIDU and their affiliated companies and serves to define the technical, quality-related and organizational framework conditions and processes. The competitiveness and market position of BHT/HIDU and their affiliated companies on the global market are decisively determined by the quality of their products.

The quality of the Supplier's deliveries has a direct impact thereon. Suppliers are therefore regarded as partners and bear responsibility for the quality of their products. In principle, a long-term, open and fair cooperation with suppliers is sought in order to jointly respond quickly to frequently changing and increasing requirements. The General Terms and Conditions of Purchase of BHT/HIDU, as amended from time to time, shall apply subsidiarily to this Agreement. This QAA shall apply to all deliveries of production materials, software and products for the spare parts market.

It shall also apply to services that affect the fulfillment of customer requirements, as well as to deliveries within the BHT/HIDU group (plant or intercompany deliveries). The requirements of this QAA shall be passed on along the entire supply chain to all suppliers and service providers. Amendments and supplements to this Agreement as well as deviations therefrom shall require written form.

This QAA replaces all previous quality assurance agreements. In the event of product-specific requirements, the documents "Initial Sample Requirements", "Labeling and Packaging Regulations" and "Outgoing Goods Inspection" form part of the respective QAA..

1. Supplier's Quality Management System

- 1.1. The Supplier undertakes to obtain and maintain certification in accordance with ISO 9001 (current valid version), while at the same time safeguarding and protecting the environment. Certification in accordance with IATF 16949 (current valid version) and/or at least knowledge of the IATF core tools is expressly welcomed (e.g. Failure Mode and Effects Analysis (FMEA) and Statistical Process Control (SPC)). If none of the aforementioned certifications is available, the Supplier shall provide evidence that the relevant requirements of ISO 9001 are fulfilled and complied with. The Supplier commits itself to the zero-defect objective and shall continuously optimize its performance accordingly. If re-certification is not planned, the Supplier shall inform BHT/HIDU and/or their affiliated companies in writing at least six (6) months prior to the expiry of the respective certification.
- 1.2. If BHT/HIDU or one of their affiliated companies provides the Supplier with production and inspection equipment, the Supplier shall integrate such equipment into its quality management system as well as its maintenance and servicing system, including preventive maintenance, as if it were its own production and inspection equipment, unless otherwise agreed. Such production and inspection equipment shall be clearly and permanently marked as the property of BHT/HIDU or their affiliated companies, maintained and serviced at the Supplier's own expense and insured at replacement value.
- 1.3. In order to ensure the quality of purchased parts, the Supplier shall ensure at all times that its sub-suppliers have implemented a quality management system in accordance with this Agreement. BHT/HIDU or their affiliated companies shall be entitled at any time to request written evidence thereof from the Supplier. The Supplier shall ensure that its subcontractors fulfill the obligations assumed by the Supplier under this Agreement in the same manner. If subcontractors fail to fulfill these obligations, or fail to do so in full, the Supplier shall inform BHT/HIDU or their affiliated companies thereof immediately in writing.
- 1.4. Suppliers are expected to implement an environmental management system at their production sites and to provide evidence of certification in accordance with ISO 14001 or an equivalent standard. If such evidence is not available, a timetable for obtaining certification shall be submitted. In addition, the Supplier shall have implemented ESG reporting and shall be capable of providing carbon footprint data (kg CO₂ equivalent per unit) for the delivered products.
- 1.5. Continuous improvement (CIP/KVP) is an integral part of quality management. The Supplier bears responsibility for ensuring that processes are continuously optimized and effectively implemented. Employee competence is a key success factor for the effective implementation of CIP/KVP. Such competence shall be systematically recorded and, where necessary, specifically developed further.

2. Audit

- 2.1. BHT/HIDU or their affiliated companies shall be entitled at any time to verify, within the scope of audits, whether the Supplier's quality assurance measures comply with customer requirements. Audits shall be conducted as process and/or product audits. If deviations are identified, the Supplier shall submit an action plan containing all measures required for implementation of the quality assurance system at its operations and at subcontractors, including responsibilities and deadlines. This action plan shall be updated at two-month intervals until completion of all measures and shall be submitted to BHT/HIDU or their affiliated companies without request. BHT/HIDU or their affiliated companies reserve the right to conduct follow-up audits at any time after completion of all measures.
- 2.2. This procedure shall apply accordingly to the respective subcontractors. The Supplier shall reserve the right, for itself as well as for BHT/HIDU or their affiliated companies, to conduct audits or follow-up audits at subcontractors.
- 2.3. To ensure compliance with business standards, Suppliers shall deploy appropriately qualified auditors.

3. Documentation

- 3.1. The Supplier shall be obliged to fully, transparently and audit-proof document all quality-, safety- and process-relevant documents and records, in particular specifications, inspection and release records, traceability data, process and quality records, as well as conformity and CE documentation.
- 3.2. Such documents shall be retained for at least 15 years from EOP (End of Production), unless longer statutory or contractual retention periods apply.

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- 3.3. The Supplier shall ensure that this obligation applies equally to all upstream and subcontractors.
- 3.4. BHT/HIDU or their affiliated companies shall be granted access to the aforementioned documents at any time upon request, including in the context of audits, regulatory authority requirements or customer requirements.
- 4. Compliance with Quantities and Deadlines**
- 4.1. The Supplier undertakes to comply with quantities and delivery dates 100%. If it becomes apparent that agreements (e.g. regarding quality characteristics, deadlines or delivery quantities) cannot be met, the Supplier shall immediately inform BHT/HIDU or their affiliated companies thereof in writing, stating the underlying circumstances. In the interest of rapid problem resolution, the Supplier shall disclose all relevant data and facts, in particular with regard to traceability and risk minimization.
- 5. Product and Process Changes**
- 5.1. The Supplier shall inform BHT/HIDU or their affiliated companies in due time and in sufficient detail of all changes to the product, manufacturing processes, auxiliary and operating materials used, materials or supplied parts for the products, relocations of production sites, procedures or equipment for product testing, or other quality assurance measures, as well as of any change of subcontractors, so that sufficient time is available to assess possible effects on the product.
- 5.2. Changes of the aforementioned nature may only be implemented after samples have been provided and after written approval by BHT/HIDU or their affiliated.
- 5.3. Any product change as well as any product-relevant change within the process chain shall be documented by the Supplier throughout the product life cycle.
- 5.4. The Supplier of BHT/HIDU or their affiliated companies shall be responsible for the further development of its sub-suppliers. The requirements of this QAA shall be passed on and compliance therewith shall be monitored. Any intended change of supplier shall be notified in due time and may only be implemented after prior approval by BHT/HIDU or their affiliated companies.
- 6. Product Development Process**
- 6.1. If the order includes development services by the Supplier, the requirements shall be defined in writing by the contracting parties (e.g. in the form of requirement specifications, drawings, specifications, etc.). Already during the product planning phase, the Supplier shall implement project management that coordinates all processes and cross-functional tasks and shall maintain a project plan with corresponding milestones.
- 6.2. All technical documents such as specifications, drawings, bills of materials and CAD data provided by BHT/HIDU or their affiliated companies and required for series development shall be reviewed by the Supplier upon receipt for completeness, consistency and, in particular, suitability for the intended purpose. Otherwise, any liability of BHT/HIDU or their affiliated companies shall be excluded. Identified deficiencies shall be reported immediately. BHT/HIDU or their affiliated companies shall in turn ensure that the relevant specifications, drawings, bills of materials and CAD data are provided to the Supplier in due time. Unless otherwise agreed, the Supplier shall carry out a product and production approval process prior to commencement of the first series delivery in accordance with VDA Volume 2 (alternatively PPAP – QS-9000). Agreed suitability and capability evidence shall be provided.
- 6.3. During the development phase, suitable preventive quality planning methods shall be applied, such as feasibility studies, fault tree analyses, reliability calculations, FMEA, etc. Experience from comparable projects (process flows, process data, capability studies, etc.) shall be taken into account. Special characteristics shall be defined by the Supplier and marked in the relevant documents together with the special characteristics defined by BHT/HIDU or their affiliated companies.
- 6.4. Requirements regarding technical cleanliness or HACCP requirements shall be incorporated into the FMEA in accordance with the specific specifications. Suppliers, machine manufacturers and service providers shall be involved. Products and processes shall be developed in such a way that all requirements are fulfilled.
- 6.5. For prototype and pre-series parts, manufacturing and inspection conditions shall be coordinated and documented between BHT/HIDU or their affiliated companies and the Supplier. The objective is that all parts are manufactured under conditions comparable to series production.
- 6.6. The Supplier shall independently establish an inspection concept to meet the agreed objectives and specifications. The Supplier commits itself to the zero-defect objective.
- 6.7. Unless otherwise agreed, all products shall additionally be subject to annual re-qualification testing.
- 6.8. For known, regulated or agreed function-relevant characteristics, the Supplier shall carry out and document analyses of the suitability of the manufacturing equipment used. If specified capability indices are not achieved, the Supplier shall either optimize its systems accordingly or carry out suitable inspections of the manufactured products to exclude defective deliveries (100% inspection).
- 6.9. To verify and ensure compliance with the contractually agreed quantity and quality requirements, BHT/HIDU or their affiliated companies reserve the right to verify the processes used by means of process verification (Run@Rate). Compliance with specification values shall be demonstrated and maximum capacity shall be presented if it does not correspond to the required capacity.
- 6.10. Proof of inspection equipment capability shall be provided in accordance with MSA (QS-9000). Inspection equipment capability indices: Cg / Cgk > 1.33, R&R < 10% (repeatability and reproducibility) in accordance with MSA. R&R analysis shall be carried out for both attribute and variable characteristics.
- 6.11. The Supplier shall ensure that written approval by BHT/HIDU or their affiliated companies is obtained prior to commencement of series production.
- 6.12. The Supplier bears manufacturer's responsibility (product liability) for its parts and processes. This responsibility shall also extend to the parts and processes of its sub-suppliers. The Supplier shall maintain documented processes for controlling product- and product-safety-relevant products and manufacturing processes.
- 6.13. To measure and evaluate the quality achieved, the Supplier shall define internal project- and/or product-specific quality objectives.

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6.14. The personnel required for the project and production shall be qualified and planned in due time. Mandatory training, education and certifications (e.g. welding technologist, X-ray testing, ultrasonic testing, etc.) shall be ensured. Sufficient capacities shall be maintained for the entire product life cycle. When establishing new workplaces or modifying existing workplaces, each employee shall be trained in accordance with the new conditions. Corresponding evidence shall be documented.

7. Series Deliveries

- 7.1. In the event of process disruptions and quality deviations, the Supplier shall analyze the causes, initiate corrective actions and verify their effectiveness. The Supplier shall maintain a documented process for rework and repair of products and shall conduct a risk analysis (e.g. FMEA). Any repair or rework deviating from the approved initial sampling shall be deemed a process change. If parts cannot be repaired or reworked, the Supplier shall maintain a documented scrapping process. The Supplier shall ensure that any non-conforming product intended for scrapping is rendered unusable prior to disposal. Any component intended for delivery to BHT/HIDU or their affiliated companies, but not delivered directly to them or to an authorized third party, shall be destroyed within the Supplier's own operations prior to recycling in such a way that it can never be used for its intended purpose. This includes scrap parts, parts from production trials, technical samples, as well as all setup and inspection parts. In exceptional cases where non-conforming products are to be delivered, prior written special approval must be obtained from BHT/HIDU or their affiliated companies. Any deviations identified at a later stage shall likewise be reported immediately.
- 7.2. The Supplier shall ensure traceability of the products supplied by it. If a defect is identified, traceability must be ensured in such a way that the quantity of defective parts/products can be limited. If BHT/HIDU or their affiliated companies provide the Supplier with parts for processing or finishing, they shall provide the data required for traceability.
- 7.3. All deliveries shall be packaged in a transport-safe manner; any packaging regulations of BHT/HIDU or their affiliated companies shall be complied with without restriction. Upon request, packaging shall be taken back by the Supplier free of charge and disposed of or recycled in an environmentally friendly manner. Special packaging provided by BHT/HIDU or their affiliated companies shall remain their property; the Supplier shall be liable for damage to or loss of such special packaging. Any changes to packaging shall require prior written approval by BHT/HIDU or their affiliated companies.
- 7.4. With regard to labeling of products, parts and packaging, the requirements agreed with BHT/HIDU or their affiliated companies shall be complied with. It shall be ensured that labeling of packaged products remains clearly identifiable during transport and storage. Deviations from existing labeling requirements shall require a written agreement. Containers shall be clearly labeled. The delivery note shall contain a reference to traceability.
- 7.5. For ongoing series production, the Supplier shall apply suitable methods (e.g. statistical process control or manual control chart techniques) to demonstrate process capability for all function-relevant characteristics throughout the entire production period ($Cpk \geq 1.33$). If the required process capability is not achieved, product quality shall be ensured by suitable inspection methods (100% inspection). The production process shall be optimized accordingly in order to restore the required process capability.
- 7.6. BHT/HIDU or their affiliated companies shall inspect the products procured from the Supplier in particular for conformity with respect to quantity, identity and externally visible damage. BHT/HIDU or their affiliated companies shall be exempt from any further inspection and notification obligations.
- 7.7. All products shall be subjected by the Supplier at appropriate intervals, but at least once per year, to a complete dimensional and functional inspection, taking into account the applicable customer-specific requirements regarding material and function. The results shall be made available to BHT/HIDU or their affiliated companies upon request.
- 7.8. If Suppliers deliver directly to a customer of BHT/HIDU or their affiliated companies, such Suppliers shall likewise bear full responsibility for ensuring that both the customer-specific requirements of BHT/HIDU or their affiliated companies and those of the end customer are fully met.

8. Complaints and Supplier Escalation Procedure

- 8.1. As soon as the Supplier becomes aware of potential safety-, quality- or delivery-related problems, it shall immediately inform BHT/HIDU or their affiliated companies thereof.
- 8.2. BHT/HIDU or their affiliated companies are not obliged to carry out incoming goods inspections beyond checks of identity, quantity and externally visible damage. Any further inspection and notification obligations, in particular pursuant to § 377 Austrian Commercial Code (UGB) or comparable statutory provisions, are expressly excluded. BHT/HIDU or their affiliated companies shall notify the Supplier of defects as soon as they are identified in the ordinary course of business. The Supplier irrevocably and unconditionally waives any objection of late, omitted or insufficient notification of defects, regardless of whether the defects are apparent, hidden or progressively occurring. In the case of hidden defects, the notification period shall commence only upon discovery, irrespective of when the defect objectively arose or could have been detected. Inspections, tests or approvals during production, assembly, further processing or use shall neither constitute acceptance nor approval and shall not result in any waiver of rights of BHT/HIDU or their affiliated companies. All expenses incurred in connection with a complaint, in particular for inspection, sorting, rework, replacement delivery, logistics and administration, shall be borne by the Supplier, without prejudice to further claims under the General Terms and Conditions of Purchase of BHT/HIDU.
- 8.3. Within two (2) working days of receipt of a complaint, the Supplier shall submit a written response to the responsible contact at BHT/HIDU or their affiliated companies (8-D report, item "Immediate Actions") describing all immediate measures taken.
- 8.4. Unless otherwise agreed, the complained-about part shall be made available to the Supplier for root cause analysis. The Supplier shall bear the shipping costs.
- 8.5. If a delivery is complained about as defective, the Supplier shall remedy the defect immediately and at its own expense, at the discretion of BHT/HIDU or their affiliated companies, by repair, replacement delivery, sorting or comparable measures.

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- 8.6. Within ten (10) working days of receipt of a notice of defect or other complaint, the Supplier shall submit a complete written root cause analysis, including a proposal for short-term measures, to the quality department of BHT/HIDU or their affiliated companies. If a longer period is required due to complexity, this shall be coordinated in writing with BHT/HIDU or their affiliated companies.
- 8.7. No later than twenty-five (25) working days after receipt of a notice of defect, the Supplier shall submit a complete 8-D report to the quality department of BHT/HIDU or their affiliated companies. If a longer period is required due to complexity, this shall be agreed in writing. In addition, a self-assessment of the 8-D report by the Supplier is mandatory.
- 8.8. If the aforementioned deadlines are not met, additional expenses shall arise for BHT/HIDU or their affiliated companies (e.g. reminders, additional correspondence or telephone conferences). Such additional expenses shall be charged to the Supplier.
- 8.9. Furthermore, detailed analyses (e.g. Ishikawa diagram, 5-Why method, etc.) shall be carried out. These documents shall be provided to BHT/HIDU or their affiliated companies upon request. The 8-D process may only be closed with the consent of BHT/HIDU or their affiliated companies.
- 8.10. The Supplier shall comply with the following escalation procedure:
- Phase 1 – Control Shipment Level 1 (CSL 1):
- This phase shall be applied if a defect pattern is identified again by BHT/HIDU or their affiliated companies after a repeated defect.
- The Supplier shall subject all parts to a 100% inspection.
 - The 100% inspection shall be carried out in a separate area under suitable inspection conditions (e.g. noise level, lighting, etc.).
 - Inspection criteria and/or the inspection plan shall be coordinated with and approved by BHT/HIDU or their affiliated companies.
 - Inspection personnel shall be instructed in writing on the basis of work instructions (“unplanned activity”).
 - The Supplier shall submit a daily report to BHT/HIDU or their affiliated companies containing the following information: number of inspected parts, number of conforming parts (OK), number of non-conforming parts (NOK) including defect classification, part number, drawing revision, name of the inspector, date and signature.
 - All instructions and documentation shall be available at the inspection location.
 - All containers shall additionally be marked with a red label (label text: CSL 1, inspection date, inspector name, signature confirming that the 100% inspection has been carried out in accordance with the specified requirements).
 - The costs of the 100% inspection shall be borne by the Supplier.
 - After implementation of all measures, BHT/HIDU or their affiliated companies shall conduct a process audit. The costs shall be borne by the Supplier.
 - The duration of the CSL-1 phase shall be three (3) months.
 - Completion of Phase 1 (CSL 1) shall be requested in writing from BHT/HIDU or their affiliated companies and shall require their written approval.
- Phase 2 – Control Shipment Level 2 (CSL 2)
- This phase shall be applied if the defect pattern is identified again after successful implementation of CSL 1.
- During an ongoing CSL-1 inspection, the Supplier shall subject all parts to a second 100% inspection by an external service provider.
 - The external service provider shall be approved by BHT/HIDU or their affiliated companies.
 - Documentation and labeling shall be carried out analogously to the CSL-1 procedure.
 - The costs of the 100% inspections shall be borne by the Supplier.
 - The duration of the CSL-2 phase shall be three (3) months.
 - Upon completion of CSL 2, CSL 1 shall remain in effect for an additional three (3) months.
 - Completion of Phase 2 (CSL 2) shall be requested in writing from BHT/HIDU or their affiliated companies and shall require their written approval.
- Phase 3 – New Business on Hold (NBOH)
- 8.11. The Supplier shall be blocked for new inquiries.
- No further inquiries or products shall be awarded.
 - A meeting at top management level shall take place at BHT/HIDU or their affiliated companies.
 - An on-site review of the implemented measures shall be conducted at the Supplier’s premises.
- Phase 4 – Phase-out: Product Relocation under Supplier Block
- Immediate customer notification to confirm approval for the relocation.
 - Preparation of a relocation plan.
 - Implementation of the product relocation.
 - Blocking of the Supplier.
- 8.12. Refusal to Cooperate
- If the Supplier refuses to support BHT/HIDU or their affiliated companies in ensuring product quality through inspection and testing measures in accordance with the CSL-1 and CSL-2 rules, BHT/HIDU or their affiliated companies shall be entitled to proceed directly to Phase 3 and/or Phase 4, including termination of the supplier agreement.
- 9. Liability**
- 9.1. The agreement of quality objectives and measures as well as intervention thresholds (incidents, ppm targets as statistical indicators) shall not release the Supplier from liability for warranty, guarantee and damage claims of BHT/HIDU or their affiliated companies arising from defective deliveries in accordance with the General Terms and Conditions of Purchase of BHT/HIDU.

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9.2. Upon request, the Supplier shall inform BHT/HIDU or their affiliated companies of the applicable deductibles and the level of insurance coverage of its product liability insurance and recall cost insurance. Any changes shall be communicated to BHT/HIDU or their affiliated companies without being requested.

10. Confidentiality

10.1. Both parties undertake to treat all information received from the respective other party, including the content of this Agreement, as confidential and to use such information exclusively for the purposes of the contractual relationship existing between the parties.

This shall not apply to information which can be demonstrably shown to:

- have already been publicly known at the time of disclosure by one party or to become publicly known without involvement of the other party; or
- have been known to the receiving party prior to disclosure or to be disclosed to it at a later date by a third party without a confidentiality obligation; or
- have been or be developed independently by the receiving party without reference to the disclosed information.

11. Term of the Agreement, Governing Law, Jurisdiction

11.1. This QAA forms an integral part of the respective purchase order of BHT/HIDU or their affiliated companies and shall be deemed binding at the latest upon acceptance of the purchase order, order confirmation or delivery of the Goods. It shall apply for a limited term until full performance of all delivery obligations of the Supplier towards BHT/HIDU or their affiliated companies arising from supply contracts, without either party having an ordinary right of termination.

11.2. The confidentiality obligation shall remain in force after termination of this QAA. This QAA shall be governed by the substantive law of the Republic of Austria, excluding its conflict-of-law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. Exclusive jurisdiction for all present and future claims arising from contracts with the Supplier shall lie with the competent court at the registered office of BHT/HIDU or their affiliated companies.

11.3. Should individual provisions of this Agreement be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.