BUILDING TRUST

GENERAL PURCHASE CONDITIONS
Sika Österreich GmbH

1 SCOPE

1.1. These General Purchase Conditions apply to all procurement transactions between the Supplier and Sika Österreich GmbH (hereinafter jointly referred to as "Sika"), regarding goods and services ("Goods and Services"). They are an integral part of every purchase order issued by Sika to the Supplier and every purchase order placed under a framework agreement ("Order"), unless Sika and the Supplier (each a "Party" and together the "Parties") have entered into a separate written supply agreement. Amendments to these General Purchase Conditions or to an Order issued by Sika shall only be valid if agreed in writing by both Parties. General terms and conditions of sale of the Supplier shall only apply to the extent they have been accepted by Sika in writing.

1.2. The type of Goods and Services to be supplied, their quantity and the required specifications are set out in the Order and/or in all other written documents made available by Sika to the Supplier, as well as in the Supplier's offer. In the event of conflicts between contractual documents of the same nature regarding the type of Goods and Services to be supplied, their quantity or the required specifications, the document bearing the later date shall prevail.

2 ORDER

2.1. Orders shall be issued by Sika in writing, including in electronic form such as via Ariba, EDI or e-mail. Oral orders shall only be valid if confirmed in writing.

2.2. The Order shall be deemed accepted upon receipt of a corresponding confirmation from the Supplier or upon commencement of delivery of the relevant Goods and Services, whichever occurs first. Any terms and conditions of the Supplier that deviate from, conflict with or supplement the Order or these General Purchase Conditions, in particular in the Supplier's acceptance, confirmation or any other declaration relating to the Order, shall not become part of the contract unless Sika expressly agrees to their application in writing. Such terms and conditions shall be deemed rejected and invalid.

2.3. Sika reserves the right to amend Orders already placed. The Supplier shall use its best efforts to fulfil the amended Order. Where required, the Parties shall agree on any adjustment of the purchase price resulting from the amendment of the Order.

3 PURCHASE PRICE AND PAYMENT TERMS

3.1. Unless otherwise specified, the purchase price stated in the Order shall include all services of the Supplier, such as packaging, all taxes incurred in connection with the delivery of the Goods (excluding VAT, where applicable), fees, customs duties, shipping costs (in accordance with the agreed delivery terms) and all other costs incurred for the deliveries. It shall also cover all services provided by the Supplier under this Order.

3.2. Payment terms shall be as specified in the Order.

4 DELIVERY

4.1. Unless otherwise agreed in writing, the delivery time specified in the Order shall apply. Compliance with the agreed delivery time is essential for the performance of the contract. The Supplier shall be liable for all damages, including consequential damages, incurred by Sika as a result of delayed delivery. Without prejudice to its obligation to deliver on time, the Supplier shall inform Sika without undue delay of all circumstances that may delay the delivery of the Goods and Services. Partial deliveries shall only be permitted if approved by Sika.

4.2. Together with the delivery of the Goods and Services, the Supplier shall provide all technical documentation and/or certificates required for the use of the Goods and Services and/or specified in the Order.

4.3. Unless otherwise specified in the Order, the delivery term shall be DDP (Incoterms® 2020) to the place specified by Sika in the Order.

4.4. Benefit and risk shall pass to Sika upon handover of the Goods and Services in accordance with the agreed delivery terms.

5 WARRANTY AND LIABILITY

5.1. The Supplier warrants that all deliveries and services comply with the requirements set out in the Order during the period stated in the Order or, if longer, during the statutory period (hereinafter "Warranty Period"). The statutory provisions on defects in quality and defects in title shall apply unless otherwise provided below.

The Supplier's warranty shall include in particular: (i) that the deliveries and services are suitable for the purpose intended by Sika, provided that the Supplier was aware of such purpose or such purpose was identifiable for the Supplier; (ii) that the Goods and Services comply with the agreed specifications and approved samples; (iii) that the Goods and Services are proper and free from defects, in particular with regard to material, manufacture, workmanship and design; (iv) that the Goods and Services and their manufacture comply with the applicable statutory provisions, including in the areas of health, safety, registration, labelling, classification and environment, at the place of delivery and, to the extent known to the Supplier, at the place of destination; and (v) that the Goods do not infringe any intellectual property rights or other proprietary rights of third parties.

5.2. Sika's obligation to inspect and notify defects shall be governed by the statutory provisions, provided that the inspection obligation shall be limited to obvious defects, in particular identity, quantity and externally visible transport damage. Hidden defects may be notified within a reasonable period after discovery, but no later than within the Warranty Period. To this extent, the Supplier waives the objection that the notice of defects was late.

5.3. If the Goods and Services do not comply with the Order, Sika may, at its discretion, require that the defective Goods and Services be repaired or replaced or that missing parts be delivered, without prejudice to Sika's other rights under these General Purchase Conditions or under the law, including but not limited to the right to withdraw from the Order and the right to claim compensation for consequential damages. The place of performance for subsequent performance shall be the intended location of the item.

5.4. If the Supplier fulfils its obligation of subsequent performance by replacement delivery, the limitation period for the replacement goods shall start anew upon their delivery. This shall not apply where, in connection with the subsequent performance, the Supplier has expressly and correctly reserved the right to make the replacement delivery only as a gesture of goodwill or to avoid a dispute.

5.5. Sika shall be entitled to reject defective deliveries and services. In this case, Sika shall inform the Supplier without undue delay, stating the reasons. At Sika's choice, rejected deliveries and services shall either be returned to the Supplier or retained until the Supplier provides further instructions. The Supplier shall provide Sika with such instructions within five (5) working days.

6 DISCONTINUATION OF PRODUCTION

The Supplier shall inform Sika in writing at least six calendar months in advance of the discontinuation of production of any Goods and Services supplied to us, in order to give us the opportunity to place a final Order for the relevant Goods and Services.

7 CONFIDENTIALITY

7.1. All data and information received from Sika, whether orally or in writing, may be used by the Supplier solely for the performance of the Orders. All such data and information shall remain the property of Sika and, where available in written form, shall be returned to Sika without undue delay upon first request, together with all copies.

7.2. The Supplier shall treat all data and information as strictly confidential. In particular, the Supplier shall not refer to an existing or past business relationship with Sika in publications, brochures or in any other oral or written form, unless Sika has given its prior written consent.

8 INTELLECTUAL PROPERTY RIGHTS / INDEMNIFICATION

The Supplier warrants that the Goods and Services supplied by it do not infringe any intellectual property rights or other rights of third parties and that no claims may be asserted against us through the use of the Goods and Services or their resale to third parties. In the event of third-party claims, the Supplier shall fully indemnify us against all claims and, at our request, support or represent us free of charge in negotiations and legal disputes.

9 DATA PROTECTION

9.1. The Parties may exchange personal data in connection with the initiation, conclusion, performance and settlement of the contract. This concerns in particular business contact details and communication data (such as name, function/department, business address, telephone number and e-mail address) of persons acting as contact persons on behalf of the Supplier, on our behalf or on behalf of third parties involved in connection with the contract.

Each Party shall process the personal data received from the other Party as an independent controller and only to the extent necessary for the initiation, performance, settlement and documentation of the contractual relationship (including quality and compliance records, where contractually or legally required). Processing for the Party's own advertising purposes or any other change of purpose shall only be permitted if there is a separate legal basis for this.

Each Party shall ensure that the data subjects (in particular its own employees/contact persons) are informed about the processing to the extent required and that only the data necessary for the above purposes are transmitted.

9.2. The Supplier shall process personal data in compliance with the applicable data protection laws, including the EU General Data Protection Regulation and the Austrian Data Protection Act, and in accordance with the principles of data processing. The Supplier shall implement appropriate technical and

organisational measures to ensure a level of security appropriate to the risk and shall restrict access to personal data to those persons who need such access for the performance of the contract. The Supplier shall bind its employees and other persons engaged by it to confidentiality, unless a statutory duty of confidentiality applies.

If the Supplier becomes aware of a personal data breach concerning personal data processed in connection with the contract, it shall inform us without undue delay and provide the information required for assessment (in particular the nature and scope of the breach, possible consequences and remedial measures taken or planned).

The Supplier shall not use personal data that it receives or processes in connection with the contract for training, further development or general improvement of AI systems/models (including large language models) or for any other own purposes. Any deviating use shall only be permitted with our prior express written consent.

Where the Supplier processes personal data on our behalf, the Parties shall enter into an agreement pursuant to Art. 28 GDPR before the processing begins. In the event of conflicts, the provisions of that agreement shall prevail over the provisions above.

10 SANCTIONS CLAUSE

10.1. The Supplier represents that, at the time of this Order, it is not subject to any sanctions or embargoes and is not listed as a sanctioned entity by the competent authorities, including the United Nations, the United States, the European Union or other governmental bodies.

10.2. The Supplier shall provide all information necessary to ensure compliance with all applicable regulations.

10.3. The Supplier represents that the Goods and Services do not originate from sanctioned entities and are not connected with such entities. If sanctions are imposed after the Order has been placed, we reserve the right to terminate the Order without notice.

10.4. By delivering the Goods and providing the Services, the Supplier confirms compliance with all relevant regulations.

11 INFORMATION SECURITY

11.1. To the extent statutory requirements for IT security apply to the Supplier, in particular under the NIS-2 Directive or the Austrian Act on Ensuring a High Level of Cybersecurity for Network and Information Systems (NISG 2026), the Supplier shall comply with such requirements and provide Sika with corresponding evidence upon request.

11.2. Irrespective of Clause 11.1, the Supplier undertakes to implement and maintain appropriate technical and organisational measures to ensure the confidentiality, authenticity, integrity and availability of its business operations, including the information and IT services processed in connection with the contract, and to protect them against unauthorised access, loss or other cybersecurity incidents. The measures must correspond to the state of the art as well as the nature, scope and risk profile of the respective services and must be aligned with generally recognised industry standards. The Supplier shall impose at least substantively equivalent requirements on its sub-suppliers and subcontractors in order to ensure compliance with its above obligations towards Sika.

11.3. In the event of a suspected breach of the obligations set out in this Clause, the Supplier shall inform Sika without undue delay, and no later than 24 hours after becoming aware of the possible breach. Such information shall be provided in writing to sustainableprocurement@ch.sika.com. The Supplier shall also provide follow-up reports within a reasonable period, but no later than one week after the initial notification, describing in detail the incident, the mitigation measures and the recovery measures.

12 SIKA SUPPLIER CODE OF CONDUCT

12.1. By accepting the Order, the Supplier undertakes to comply with the Sika Supplier Code of Conduct, which forms an integral part of these General Purchase Conditions. The Sika Supplier Code of Conduct may be updated from time to time in line with evolving global standards and legal requirements. The Sika Supplier Code of Conduct sets out the social, environmental and ethical standards that the Supplier must comply with when doing business with Sika. A link to the current version of the Sika Supplier Code of Conduct is provided here. It can also be made available upon request.

12.2. The Supplier shall ensure that its business activities, including those of its affiliated companies, subcontractors and suppliers, comply with the same values, principles and obligations set out in the Sika Supplier Code of Conduct.

12.3. The Supplier grants Sika the right to conduct reviews by means of targeted questionnaires, third-party audits or requests for documents from the Supplier in order to verify compliance with the Supplier Code of Conduct. Non-compliance may result in corrective measures, suspension of the business relationship or termination of the Order.

12.4. The Supplier shall inform Sika without undue delay of any actual or suspected violations of the Sika Supplier Code of Conduct by employees of the Supplier or of Sika. In either case, reports should be made to compliance@ch.sika.com or via the Sika Trust Line.

13 DEFECTIVE PERFORMANCE AND NON-PERFORMANCE

Any defective or non-performance by the Supplier of an obligation under the Order or these General Purchase Conditions shall be deemed improper performance and shall place the Supplier in default immediately, without any notice of default being required. The Supplier shall be liable for all damages incurred by Sika as a result of such improper performance, including but not limited to damages caused by negligence, breach of contract or tortious acts, as well as for third-party claims.

14 FINAL PROVISIONS

14.1. The late assertion of a right or the waiver of a legal claim in a particular case shall not constitute a general waiver by Sika of contractual or statutory rights.

14.2. The Order may not be transferred to a third party without our written consent. However, Sika shall be entitled to assign the Order to another Sika company within the Sika Group.

14.3. All offers, Orders, contracts and these General Purchase Conditions shall be governed by the substantive law of the country in which Sika has its registered office. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of jurisdiction shall be the competent court at Sika's registered office; however, we reserve the right to bring proceedings before the court that would have jurisdiction in the absence of this clause.