

TRONHILL GENERAL TERMS AND CONDITIONS OF SUPPLY

1. General Provisions

- 1.1. These General Terms and Conditions of Supply set out the main requirements applicable to suppliers providing goods, components, materials and services to UAB Tronhill (hereinafter referred to as “Tronhill”).
- 1.2. These Terms and Conditions apply together with the relevant purchase order, order confirmation, technical specifications, Supplier Code of Conduct and other supply-related documents.
- 1.3. By accepting a Tronhill purchase order or confirming acceptance of these Terms and Conditions in writing, the Supplier confirms that it has read, understood and agrees to comply with these Terms and Conditions.

2. Quality and Compliance Requirements

- 2.1. The Supplier shall provide goods and components that comply with the requirements specified in Tronhill purchase orders, technical specifications, drawings and other applicable documents.
- 2.2. The Supplier is responsible for the quality of the supplied goods and their compliance with the applicable specifications and agreed requirements.
- 2.3. Where non-conformities are identified, Tronhill has the right to require the Supplier to take immediate corrective and preventive actions.

3. Responsible Sourcing and Supplier Code of Conduct

- 3.1. The Supplier undertakes to comply with the requirements of Tronhill's Supplier Code of Conduct.
- 3.2. The Supplier shall comply with applicable requirements concerning:
- human rights;
 - workers' rights;
 - safe and appropriate working conditions;
 - environmental protection;
 - business ethics;
 - prevention of forced labour and child labour;
 - prevention of discrimination and harassment.
- 3.3. Tronhill has the right to request information, documents, certificates, Supplier Assessment Questionnaires (SAQs) or other information necessary to assess the Supplier's compliance and responsible sourcing risks.
- 3.4. The Supplier undertakes to cooperate in supplier risk assessments and to provide reasonably requested information regarding its supply chain.

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Tronhill, UAB Vytauto g. 8 LT-08118 Vilnius Lietuva / Lithuania	+370 5 233 88 99	sales@tronhill.com	AB SEB bankas SWIFT: CBVILT2X	LT87 7044 0600 0823 6257	302446381	LT100005048515

4. Supply Chain Transparency

4.1. Risk suppliers shall, upon request by Tronhill, provide information regarding their supply chain, including, where relevant:

- manufacturer;
- sub-suppliers;
- production location;
- materials used;
- country of origin of materials;
- other information necessary to assess supply chain risks.

4.2. The Supplier shall inform Tronhill of any significant changes in its supply chain that may affect the Supplier's compliance or identified risks.

5. Management of Non-Conformities and Corrective Actions

5.1. Where a non-conformity is identified, the Supplier shall cooperate with Tronhill in identifying the root cause of the non-conformity and implementing appropriate corrective and preventive actions.

5.2. Tronhill has the right to establish a deadline for implementing corrective actions and to request evidence demonstrating their implementation.

5.3. The Supplier shall keep Tronhill informed of the progress and results of the implemented actions.

6. Suspension of Supply

6.1. If the Supplier fails to comply or does not adequately comply with the requirements set out in these Terms and Conditions, the Supplier Code of Conduct, purchase order or other applicable documents, Tronhill has the right to require the Supplier to take immediate corrective action.

6.2. In the event of a serious non-conformity or serious adverse impact on human rights, workers' rights, the environment, occupational health and safety or business ethics, Tronhill has the right to:

- temporarily suspend new purchase orders;
- temporarily suspend deliveries from the Supplier;
- suspend the acceptance of specific goods or components;
- require the Supplier to remedy the non-conformity and provide evidence demonstrating that appropriate corrective measures have been implemented.

6.3. Supply may be resumed once Tronhill has determined that appropriate corrective and preventive measures have been implemented.

7. Termination of the Business Relationship

7.1. If the Supplier fails to implement the required corrective actions, repeatedly breaches applicable requirements, or a serious unresolved non-conformity is identified, Tronhill has the right to terminate the business relationship with the Supplier and discontinue placing new purchase orders.

7.2. In particularly serious cases, including forced labour, child labour, working conditions posing a serious risk to workers' health or safety, serious environmental violations, significant corruption or systematic human rights violations, Tronhill may take immediate action, including suspension of supply and termination of the business relationship.

7.3. Any suspension of supply or termination of the business relationship shall be carried out in accordance with applicable laws and any agreements applicable to the Supplier concerned.

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8. Responsible Purchasing Practices

8.1. Tronhill conducts its purchasing activities responsibly and, where reasonably possible, takes into account reasonable production and delivery lead times required by the Supplier.

8.2. Tronhill aims to avoid unreasonable pressure on suppliers, unnecessarily urgent order changes and other purchasing practices that could adversely affect workers' working conditions or contribute to negative impacts in the supply chain.

8.3. Significant changes to purchase orders, delivery requirements or other conditions shall, where reasonably possible, be communicated and coordinated with the Supplier in advance.

9. Provision of Documents and Information

9.1. Upon request by Tronhill, the Supplier shall provide information and documentation necessary for:

- supplier assessment;
- completion of the Supplier Assessment Questionnaire (SAQ);
- supply chain risk assessment;
- verification of product compliance;
- verification of the implementation of corrective actions.

10. Acceptance of the Terms and Conditions

10.1. These General Terms and Conditions of Supply shall be provided to the Supplier before establishing or continuing the business relationship.

10.2. The Supplier confirms that it has read, understood and accepted these Terms and Conditions by signing this document or otherwise confirming its acceptance in writing.

10.3. Once accepted by the Supplier, these General Terms and Conditions of Supply shall apply to all products and components supplied by the Supplier, unless otherwise agreed in writing.

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