

General Terms and Conditions of Purchase (GTCP) of Nordgetreide GmbH und Co. KG

1.0 Scope, Form

- 1.1. These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers ("Sellers" or "Contractors"), unless other (individual) conditions are explicitly stated in our order or otherwise contractually agreed upon.
- 1.2. These GTCP apply only if the Seller is an entrepreneur (§ 14 German Civil Code (BGB)), a legal entity under German public law, or a special fund under German public law. They also apply to all future transactions with you in an ongoing business relationship.
- 1.3. The GTCP particularly apply to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the Seller manufactures the Goods themselves or purchases them from suppliers (§§ 433, 650 BGB), as well as the provision of services. Unless otherwise agreed, the GTCP in the version valid at the time of the Buyer's order, or at least in the version last communicated to the Seller in text form, shall apply as a framework agreement for similar future contracts, without the need for us to refer to them again in each individual case.
- 1.4. These GTCP apply exclusively. Deviating, conflicting, or supplementary General Terms and Conditions of the Seller will only become part of the contract if we have expressly agreed to their validity in writing. This requirement for consent applies in any case, for example, even if the Seller refers to their General Terms and Conditions within the framework of the order confirmation and we do not explicitly object to this.
- 1.5. Individual agreements (e.g., framework supply agreements, quality assurance agreements) and specifications in our order take precedence over the GTCP. In case of doubt, trade terms are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in Paris in the version valid at the time of contract conclusion.

- 1.6. Legally relevant declarations and notifications by the Seller in relation to the contract (e.g., setting deadlines, reminders, withdrawal) must be made in writing. Written form in the sense of these GTCP includes written and text form (e.g., letter, e-mail, fax). Statutory form requirements and further proofs, particularly in case of doubts regarding the legitimacy of the declarant, remain unaffected.
- 1.7. References to the applicability of statutory provisions have only clarifying significance. Therefore, even without such clarification, the statutory provisions apply, as long as they are not directly amended or explicitly excluded in these GTCP.

2.0 Conclusion of Contract

- 2.1. Offers must be submitted bindingly and free of charge. They should correspond to our inquiries. Alternatives are nevertheless welcome. Deviations from our inquiries must be clearly marked. Compensation for visits or the preparation of offers, projects, designs, as well as for trial deliveries, will not be granted.
- 2.2. Our order is considered binding at the earliest with the submission or confirmation in writing. The Seller must immediately and prior to acceptance notify us of any obvious errors (e.g., spelling and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion; otherwise, the contract shall be deemed not concluded.
- 2.3. If we do not receive any feedback or objection from you to our order, our offer/order is deemed accepted seven (7) calendar days after receipt by you. Unconditional dispatch of the goods to us also constitutes acceptance. If you accept our order with deviations, this is considered a new offer, and you must clearly point out these deviations to us. A contract is only concluded if we have expressly agreed to these deviations in writing. Call-off orders become binding at the latest if you do not

object in writing within two calendar days of receipt.

- 2.4. Orders placed orally or by telephone require our subsequent written confirmation to be legally valid. The same applies to verbal collateral agreements and contract modifications.
- 2.5. Orders, order confirmations, call-off orders, goods receipt documents, and invoices must generally be submitted in electronic form (e.g., via e-mail).

3.0 Delivery Times and Delay in Delivery

- 3.1. The agreed delivery or performance dates are binding and must be adhered to precisely. The decisive factor for compliance with the delivery or performance date or the delivery or performance period is the proper receipt of the goods or the flawless provision of the service, including the handover of documentation at the receiving or usage location specified by us, or the timeliness of the successful acceptance. Unconditional acceptance of the delayed delivery does not constitute a waiver of claims for damages.
- 3.2. If you recognize that an agreed date cannot be met for any reason, you must immediately notify us in writing, stating the reasons and the expected duration of the delay. In such cases, you will nevertheless take all necessary measures to ensure that the agreed delivery date can be met or that there is only a minimal delay, and you will inform us in writing of what you have done and will do in each individual case.
The notification of an expected delivery delay does not change the agreed delivery date under any circumstances. You grant us the right to intervene with your suppliers if necessary. All costs incurred by us as a result of a culpable failure to notify or a delayed notification shall be borne by you. Additional costs for expedited transport necessary to meet a delivery date shall be borne by you.
- 3.3. If the Seller does not provide their service or does not do so within the agreed delivery time, or if they fall into delay, our rights – particularly to withdraw and claim damages – are determined by statutory provisions. The regulations in section 3.4 remain unaffected.

- 3.4. If the Seller is in delay, we can – in addition to further statutory claims – demand lump-sum compensation for our delay damage at a rate of 1% of the net price per completed calendar week, but no more than 5% of the net price of the goods delivered late. We reserve the right to prove that a higher damage has occurred. The Seller reserves the right to prove that no damage or only significantly less damage has occurred.
- 3.5. You can only claim the absence of necessary documents and/or materials as well as samples to be provided by us if you have reminded us in writing of these documents and/or materials as well as samples and have not received them within a reasonable period.

4.0 Performance, Change in Performance, Transfer of Risk, Scope of Delivery, Delay in Acceptance

- 4.1. The Seller is not entitled to have the service they owe performed by third parties (e.g., subcontractors) without our prior written consent. The Seller bears the procurement risk for their services, unless otherwise agreed in individual cases (e.g., limitation to stock). If the Contractor intends from the outset to use third parties in the fulfilment of the contract, the Contractor must inform us of this at the stage of submitting the offer. The provisions of these terms and conditions apply accordingly to third parties.
- 4.2. We can request changes to the owed performance even after the conclusion of the contract, as long as this is reasonable for the Seller. In the case of such a change, the effects, especially regarding additional or reduced costs and delivery dates, must be appropriately considered by both parties.
- 4.3. Delivery within Germany is "frei Haus" to the location specified in the order and, unless otherwise agreed, based on Incoterm DDP. If no explicit delivery or performance location is agreed upon, the delivery must be made to our business address in Lübeck; this is also the place of performance for the delivery and any subsequent performance (Bringschuld).
- 4.4. The delivery must include a delivery note specifying the date (issue and dispatch), the content of the delivery (article number and

quantity), as well as our order identification (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. A corresponding dispatch notice with the same content must be sent to us separately from the delivery note. The order identification must be included in all correspondence.

- 4.5. The risk of accidental loss and accidental deterioration of the goods passes to us upon handover at the place of performance. If acceptance is agreed upon or required by law, this is decisive for the transfer of risk. The confirmation of receipt of products by us at the delivery time does not constitute acceptance of the goods. In all other respects, the statutory provisions of contract law apply accordingly to acceptance. Handover or acceptance is equivalent if we are in delay of acceptance.
- 4.6. The delivery also includes all contractually agreed auxiliary and operating materials as well as all documentation, such as drawings, quality and test certificates, service manuals, spare parts catalogs, and other manuals. For all types of technical equipment, the delivery scope also includes comprehensive system diagrams and functional installation and operating instructions; for software products, complete system and user documentation.
- 4.7. Orders for products from the field of mass/series production may, unless otherwise agreed, be over- or under-delivered by a maximum of 5%. If the 5% is exceeded, we reserve the right to return excess quantities at your expense. Under-deliveries must, unless otherwise agreed, be promptly delivered at the contract price.
- 4.8. We only accept partial deliveries or partial performances with explicit agreement. These must be marked as such in the shipping documents and invoices. The remaining quantity must also be listed there. Even if we agree to partial delivery, the agreed dates for the total delivery/total performance remain, so that the delivery/performance is only fulfilled with complete contract performance.
- 4.9. The statutory provisions apply to the occurrence of our delay in acceptance. However, the Seller must expressly offer their

performance to us even if a specific or determinable calendar time for our action or cooperation (e.g., provision of materials) is agreed upon. If we are in delay of acceptance, the Seller may claim compensation for their additional expenses in accordance with statutory provisions (§ 304 BGB). If the contract concerns an item to be manufactured by the Seller that is not fungible (custom-made), the Seller has further rights only if we have committed to cooperate and are responsible for the failure to cooperate.

5.0 Packaging

- 5.1. You are obligated to use environmentally friendly packaging that allows for reuse or cost-effective disposal. Styrofoam chips are not permitted as packaging material. The packaging should ensure protection against damage, contamination, and moisture and, if necessary, against migration during transport and storage. All important information regarding the contents, storage, and transport must be visibly attached to the packaging.
- 5.2. Your obligation to take back the packaging is governed by statutory provisions. If you are obligated to take back the packaging, you bear the costs of return transport and recycling. Alternatively, after consultation and a separate agreement, disposal can be carried out by us for a fee.
- 5.3. If we request a postponement of a delivery, you must carefully store and insure the properly packaged and labeled products.

6.0 Proof of Origin

- 6.1. You will provide proof of origin requested by us with all necessary details, duly signed, and promptly made available. The same applies to VAT proofs for international and intra-community deliveries. These documents must be submitted at least 10 calendar days before the delivery date, or at the latest with the delivery, at your own expense.
- 6.2. Long-term suppliers are required to provide a long-term supplier declaration to us annually without being prompted, if necessary. This must be received by us in original form and signed.
- 6.3. By accepting the order, you commit to enabling the customs administration to verify proofs of origin and supplier declarations, and to provide

the necessary information and any required official confirmations (information sheets). For delivery of goods with EU origin, proof is provided by sending a supplier's declaration according to EU Regulation 1207/2001 of June 11, 2001. For delivery of goods eligible for preferential treatment, this is done with a movement certificate EUR.1 or an origin declaration on the invoice. Furthermore, you commit to compensating us for any damages incurred due to the origin declared by you not being recognized by the competent authority.

- 6.4. You will promptly inform us if a delivery is subject, in whole or in part, to export restrictions under German or other applicable law.
- 6.5. You must inform us about the necessary official permits and reporting obligations for the import and operation of the delivery items.

7.0 Prices

- 7.1. The price stated in the order is binding. All prices are understood to be exclusive of statutory VAT, unless otherwise specified.
- 7.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Seller as well as all incidental costs (e.g., proper packaging, transportation costs to the shipping address or place of use specified by us, including any transport and liability insurance, and costs for customs formalities and customs duties).
- 7.3. If no prices are specified in the order, your list prices minus the discounts agreed with us or the usual trade deductions shall apply.
- 7.4. Insofar as the orders relate to deliveries to authorities subject to public price verification, you commit to providing unrestricted information about your pricing to the authorized auditing authorities and recognize the permissible prices as binding on you.

8.0 Invoicing, Payment, Certifications

- 8.1. The agreed price is due for payment within 30 calendar days of complete delivery or complete performance (including any agreed acceptance) and receipt of a proper invoice. We can only process invoices if they indicate the order number provided in our order as specified. Improperly submitted invoices are considered received only from the time they are corrected. If errors occur in invoices due to your

fault, we may charge you €20.00 for each correction to cover the increased administrative costs, without prejudice to further provable costs. The same applies to shipping documents and delivery notes.

- 8.2. We will pay the purchase price according to the terms in our order; otherwise, we will pay within 14 days from delivery, acceptance, and receipt of the invoice with a 3% discount or within 30 days net.
- 8.3. In the case of bank transfers, payment is deemed timely if our transfer order is received by our bank before the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.
- 8.4. We do not owe default interest. The statutory provisions apply to payment delays.
- 8.5. To the extent that certificates of material testing, such as analysis certificates, or other documentation are agreed upon, they are an essential part of the delivery and must be sent to us together with the delivery.
- 8.6. If you have provided services for us and unless otherwise agreed individually, the service contractor is required to submit a detailed record of the services provided to us with their invoices, breaking down their time usage (day/hours/subject of activity). Breaks must be specified and will not be compensated. The contractor issues invoices either after full completion of services or at most monthly with the payment terms outlined in section 8.1.
- 8.7. The Seller has a right of set-off or retention only for counterclaims that are legally established or undisputed. We are entitled to withhold due payments as long as we still have claims against the Seller arising from incomplete or defective performance.

9.0 Confidentiality, Retention of Title, and Intellectual Property Rights

- 9.1. You must treat our contractual relationship as confidential and may only refer to business connections with us in publications, such as advertising materials and reference lists, after receiving our written consent.
- 9.2. We retain ownership and copyright of any documents and materials provided to you by us. These documents are to be used exclusively for the contractual performance and returned

to us upon completion of the contract. The documents must be kept confidential from third parties, even after the termination of the contract. The obligation of confidentiality expires only when and to the extent that the knowledge contained in the provided documents becomes generally known. Special confidentiality agreements and statutory regulations on the protection of secrets remain unaffected.

- 9.3. If either party becomes aware that a confidential information has been acquired unlawfully by a third party or that a confidential document has been lost, they must inform the other party immediately.
- 9.4. The above provision applies accordingly to substances and materials (e.g., software, finished and semi-finished products), as well as to tools, templates, samples, and other items provided by us to the Seller for manufacturing purposes. Such items must be stored separately at the Seller's expense and adequately insured against destruction and loss until they are processed.
- 9.5. Any processing, mixing, or combining (further processing) of items provided by us is carried out for us. The same applies when we further process the delivered goods, so that we are considered the manufacturer and acquire ownership of the product in accordance with legal regulations at the latest with further processing.
- 9.6. The transfer of ownership of the goods to us must take place unconditionally and regardless of the payment of the price. However, if in an individual case we accept an offer of transfer of ownership from the Seller conditioned on the payment of the purchase price, the Seller's retention of title expires at the latest upon payment of the purchase price for the delivered goods. We remain authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, under the advance assignment of the resulting claim (alternatively, the simple and extended retention of title on resale applies). All other forms of retention of title are excluded, especially the extended, forwarded, and

prolonged retention of title on further processing.

10.0 Warranty and Defect Claims

- 10.1. Our rights regarding material and legal defects of the goods (including incorrect and short deliveries, improper installation or defective instructions) and other breaches of duty by the seller are governed by statutory provisions and, exclusively in our favour, the following additions and clarifications. If the contractual partners have agreed on a quality agreement, the provisions of that agreement take precedence.
- 10.2. According to statutory provisions, the seller is particularly liable for ensuring that the goods or services provided at the time of the transfer of risk to us possess the agreed quality. The agreed quality includes those product descriptions which, particularly by designation or reference in our order, are the subject of the respective contract or have been incorporated into the contract in the same way as these GTCP. It does not matter whether the product description comes from us, the seller, or the manufacturer.
- 10.3. For goods with digital elements or other digital content, the seller is obligated to provide and update the digital content insofar as this arises from a quality agreement according to section 10.2 or other product descriptions of the manufacturer or on his behalf, especially on the internet, in advertising, or on the product label.
- 10.4. We are not obliged to inspect the goods or to make specific inquiries about any defects at the conclusion of the contract. Partially deviating from § 442 para. 1 sentence 2 BGB, we therefore have unrestricted defect claims even if the defect remained unknown to us due to gross negligence at the time of the conclusion of the contract.
- 10.5. The commercial inspection and notification obligations are subject to statutory provisions (§§ 377, 381 German Commercial Code (HGB)) with the following proviso: Our inspection obligation is limited to defects that become apparent during our incoming goods inspection under external examination including the delivery documents (e.g., transport damage, incorrect and short deliveries) or that are recognizable in our

quality control by random sampling. If acceptance has been agreed upon, there is no inspection obligation. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. Our obligation to notify defects discovered later remains unaffected. Notwithstanding our inspection obligation, our complaint (notice of defects) is considered timely and prompt if it is sent within five working days from discovery or, in the case of obvious defects, from delivery.

10.6. Subsequent performance includes the removal of defective goods and reinstallation, provided that the goods were incorporated into another item according to their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The seller shall bear the costs required for the purpose of testing and subsequent performance, in particular, transport, travel, labor, and material costs as well as any removal and installation costs, even if it turns out that there was actually no defect. Our liability for damages in the case of an unjustified request for remedy of defects remains unaffected; in this respect, we are only liable if we have recognized or grossly negligently failed to recognize that there was no defect.

10.7. Without prejudice to our statutory rights and the provisions in section 10.5, the following applies: If the seller fails to fulfill his obligation to provide subsequent performance – at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we can remedy the defect ourselves and demand reimbursement of the necessary expenses from the seller or a corresponding advance payment. If the subsequent performance by the seller has failed or is unreasonable for us (e.g., due to special urgency, endangerment of operational safety, or the imminent occurrence of disproportionate damage), no deadline is required; we will inform the seller of such circumstances immediately, if possible beforehand.

10.8. If a service is not provided in accordance with the contract, we are entitled to demand that the contractor perform the service in accordance with the contract within a reasonable period without additional costs. This does not apply if the contractor is not responsible for the breach of duty. Our other claims remain unaffected.

10.9. In other respects, we are entitled to reduce the purchase price or withdraw from the contract in the event of a material or legal defect in accordance with statutory provisions. We also have the right to claim damages and reimbursement of expenses in accordance with statutory provisions.

10.10. If the same or similar defects occur in more than 5% of the delivered parts/goods or the same components with the same specifications, but at least in three identical components (serial defect), we are entitled to reject the entire existing delivery quantity or all components with the same specifications as defective and assert the statutory and contractually agreed defect claims.

11.0 Statute of Limitations

11.1. The mutual claims of the contracting parties expire in accordance with the statutory provisions unless otherwise specified below.

11.2. A warranty period of 36 months from delivery or, in the case of services, from acceptance applies, unless there is fraud on our part. If acceptance is agreed upon, the statute of limitations begins with acceptance. The 3-year limitation period also applies to claims for legal defects, with the statutory limitation period for third-party real claims (§ 438 para. 1 No. 1 BGB) remaining unaffected; claims for legal defects do not expire as long as the third party can still assert the right – particularly due to the lack of expiration – against us.

11.3. The limitation periods of sales law, including the aforementioned extension, apply – to the statutory extent – to all contractual defect claims. If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the sales law limitation periods leads to a longer limitation period in individual cases.

11.4. As long as negotiations are ongoing regarding the validity of our complaint, the warranty period for the affected system/system components is suspended from the notification of the operational disruption until the conclusion of the negotiations or until the completion of the repair work and any subsequent acceptance.

If you deliver a replacement as part of the subsequent performance, the limitation period for the replacement part begins anew with its installation/acceptance. For a rectified part, the limitation period begins anew with the completion/acceptance of the rectification or installation/new construction of the rectified part. This provision does not apply if only a minor defect of a delivered part is remedied by replacement delivery or subsequent performance without significant time and cost. It also does not apply if the replacement delivery or subsequent performance is undisputedly carried out as a gesture of goodwill, to amicably resolve a dispute, or in the interest of maintaining the supply relationship. Acceptance, if applicable, must be requested in writing from us. The period, however, does not end before the expiration of the originally agreed limitation periods for defect claims for the original delivery or service.

12.0 Supplier Recourse

- 12.1. Our statutory claims for expenses and recourse within a supply chain (supplier recourse according to §§ 478, 445a, 445b, or §§ 445c, 327 para. 5, 327u BGB) are available to us in addition to our warranty claims without restriction. In particular, we are entitled to demand from the seller the same type of subsequent performance (repair or replacement) that we owe our customer in the specific case; for goods with digital elements or other digital content, this also applies to the provision of necessary updates. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.
- 12.2. Before we recognize or fulfill a defect claim asserted by our customer (including reimbursement of expenses according to §§ 445a para. 1, 439 paras. 2, 3, 6 sentence 2, 475 para. 4 BGB), we will notify the seller and request a written statement, briefly explaining the facts.

If a substantiated statement is not provided within a reasonable period and no mutually agreeable solution is reached, the defect claim actually granted by us will be considered owed to our customer. In this case, the burden of proof lies with the seller.

- 12.3. Our claims from supplier recourse also apply if the defective goods have been further processed by us, our customer, or a third party, such as by installation, attachment, or other integration into another product.

13.0 Quality Assurance

- 13.1. If we are held liable for a defect in our product due to a violation of official safety regulations or due to domestic or foreign product liability laws, which can be attributed to your goods, we are entitled to demand compensation from you for the damage caused, insofar as it was caused by the products you supplied. This damage includes the costs of a precautionary recall action. We will inform you of the content and scope of the recall measures to be carried out, as far as possible and reasonable, and give you the opportunity to comment.
- 13.2. You must implement quality assurance measures that are suitable in type and scope and correspond to the latest state of the art, and provide proof of this upon request. If we deem it necessary, you will conclude a corresponding quality assurance agreement with us. You must adhere to the industry-recognized technical and scientific rules (e.g., DIN and EN standards), industry safety regulations, and, where relevant, the generally accepted state of safety technology, occupational medicine, and hygiene. You guarantee that the deliveries or services will be provided with qualified personnel and due care and comply with all relevant legal regulations of the destination.
- 13.3. Your factory controls ensure that your deliveries comply with our technical delivery conditions. You are obliged to record the inspections carried out and archive all inspection, measurement, and control results for 10 years. We are entitled at any time to inspect these documents and make copies.

14.0 General Liability, Product Liability, Indemnification, Insurance

- 14.1. You are liable within the framework of statutory provisions, unless otherwise stipulated in these GTCP.
- 14.2. If you are responsible for a product defect, you must indemnify us against third-party claims to the extent that the cause lies within your sphere of control and organization and you are liable to third parties. As part of your indemnification obligation, you must reimburse expenses under §§ 683, 670 BGB or §§ 830, 840, 426 BGB arising from or in connection with third-party claims, including recall actions conducted by us. We will inform you about the content and scope of recall measures, as far as possible and reasonable, and give you the opportunity to comment. Further statutory claims remain unaffected.
- 14.3. You must maintain sufficient insurance coverage for damages caused by you and/or third parties employed by you, at your own expense, and present it to us upon request for inspection. Statutory and contractual liability is not affected by any limitations in the amount or scope of insurance coverage.
- 14.4. We are liable for damages due to injury to life, body, or health, for intent or gross negligence by us, a legal representative, or an agent, and for damages falling under a guarantee or assurance granted by us, in accordance with statutory provisions. For slight negligence, we are only liable for compensation of typical and foreseeable damages and only if a cardinal obligation ("Kardinalpflicht", an obligation whose proper fulfillment is essential to the performance of the contract and which the contracting party can regularly rely on) is violated by us, a legal representative, or an agent. Otherwise, liability is excluded to the extent legally permissible.

15.0 Social and Environmental Standards, Hazardous Materials, REACH Regulation

- 15.1. Compliance with social and environmental minimum standards by you is a fundamental basis of the cooperation between the parties. Therefore, you commit to adhere to the minimum standards set out in our Code of Conduct in your business activities. You

recognize the provisions set forth therein as a contractual basis.

- 15.2. For materials (substances, preparations) and objects (e.g., goods, parts, technical equipment, uncleaned storage items) that, due to their nature, properties, or condition, pose hazards to the life and health of people, the environment, or property, and therefore require special handling regarding packaging, transport, storage, handling, and waste disposal under regulations, you must provide us with a fully completed safety data sheet in accordance with § 14 of the German Hazardous Substances Ordinance (Gefahrenstoffverordnung) and an appropriate accident information sheet (transport) with your offer.
- In the event of changes to the materials or legal situation, you must promptly provide us with updated data and information sheets.
- 15.3. You are obligated to comply with the requirements arising from the EU Chemicals Regulation REACH (Regulation EC No. 1907/2006 of 30.12.2006), as amended, for all deliveries to us. Specifically, the registration of the corresponding substances must have been completed. We are not obligated to obtain authorization under the REACH Regulation for goods supplied by you.
- 15.4. You assure us that you will not supply products containing substances according to the following regulations:
- The REACH Regulation (Annexes 1 to 9) as amended,
 - The Council Decision 2006/507/EC of 14.10.2004 (Stockholm Convention on Persistent Organic Pollutants) as amended,
 - The EC Regulation 1005/2009 on substances that deplete the ozone layer, as amended.

If you have any doubts in this regard, you must inform us immediately in writing.

- 15.5. If the delivered items contain substances listed in the so-called "Candidate List of Substances of Very High Concern" ("SVHC List") under REACH, you are obligated to notify us immediately in writing.
- 15.6. If we require information on the substances contained in the delivered items due to

legal/regulatory requirements or customer demands, you must provide this information to us within one month of receiving a corresponding request for information.

16.0 Statutory Minimum Wage (MiLoG), Posted Workers Act (AEntG), Prohibition of Illegal Employment, Compliance, Sustainability Standards

- 16.1. You ensure that the employees deployed by you, your subcontractors, or personnel service providers for fulfilling supply contracts with us receive the statutory minimum wage according to German Mindestlohngesetz (MiLoG) or the respective sector-specific minimum wage as per German Arbeitnehmerentsendungs-gesetz (AEntG). You must also ensure that contributions to social security institutions, trade associations, and other organizations such as those mentioned in § 8 AEntG are properly paid. You will take the fulfillment of these requirements into account when selecting subcontractors or personnel service providers. Upon request, you will provide us with written proof of compliance with the aforementioned conditions.
- 16.2. Illegal employment of any kind is prohibited.
- 16.3. If we are justifiably held liable as a guarantor for the payment of the statutory minimum wage or sector-specific minimum wage by one of your employees or an employee of a subcontractor or personnel service provider, or if we are held liable by one of the institutions mentioned in § 8 AEntG for the payment of contributions, you will indemnify us from these claims.
- 16.4. Additionally, you are liable for any damage that we incur due to your culpable non-compliance with the obligations mentioned in paragraph 1.
- 16.5. We have declared the compliance concept a central part of our company mission statement. We, therefore, expect you to comply with the applicable national and/or international legal provisions in your business activities for and with us. This particularly applies to legal requirements regarding labor and employee protection, human rights adherence, prohibition of child labor, criminality of corruption and bribery of any kind, as well as environmental protection, etc. Furthermore, we expect you to communicate these principles and

requirements to your subcontractors and suppliers and to encourage them to comply with these laws as well.

- 16.6. In addition to these GTCP, our Supplier Code of Conduct in its current version applies.

17.0 Special Provisions for Service Provision, Cooperation Obligations

- 17.1. When providing services, the contractor is not subject to any instructions from us regarding the design of their activities; nor are they entitled to give instructions to our employees. The service provider organizes their activities independently, including working hours and location. Project-related timeframes set by us must be adhered to, as well as professional specifications, to the extent necessary for proper contract fulfillment. The contractor does not become part of our organization; they have no entitlement to benefits, social services, etc., granted to our employees.
- 17.2. We ensure that the contractor receives all necessary information and documents in a timely manner to provide the services
- 17.3. The contractor's employees deployed to provide the services must be qualified as agreed, but at least personally and professionally in accordance with the contract's purpose and the task requirements.
- 18.0 Intellectual Property Rights, Usage Rights**
- 18.1. You are not authorized to use our trade names, logos, trademarks, or industrial property rights for your own benefit or for the benefit of third parties. Without our prior written consent, you may not use them individually or in conjunction with your own trade names, trademarks, or logos. If we grant consent, you must strictly adhere to the guidelines regarding size, positioning, and layout of the trade names, trademarks, or logos.
- 18.2. Products not part of your standard offering, which you have manufactured based on our instructions or specifications or drawings, may not be offered, sold, or delivered to third parties without our prior written consent.
- 18.3. Products from your standard program may not be offered, sold, delivered, or otherwise marketed to third parties if our trade name, trademark, or logo is still visible on the product. The same applies if third parties might assume

that the product in question was marketed by us.

- 18.4. You guarantee that all deliveries are free of third-party intellectual property rights and, in particular, that the delivery and use of the items do not infringe patents, licenses, or other intellectual property rights of third parties. We will immediately inform each other in writing if claims are made against either party for infringement of relevant contractual intellectual property rights.
- 18.5. In the event of a culpable breach of these obligations, you will indemnify us and our customers against claims by third parties arising from any intellectual property right infringements and will bear all costs incurred by us in this context, including costs for potential legal proceedings and recall actions. Your indemnification obligation covers all expenses necessarily incurred by us in connection with a third-party claim.
- 18.6. If the contractual use of the delivery/service item is impaired by third-party intellectual property rights, you are obliged – without prejudice to your other contractual obligations – to obtain, at your own expense, the right from the rightful owner of the intellectual property to ensure that the delivery/service item can be used by us without restrictions and at no additional cost to us as per the contract. You are also entitled to modify the relevant parts of your delivery/service to exclude them from the scope of the intellectual property, provided they still comply with the contractual terms agreed between you and us.

19.0 Termination of Contract

- 19.1. If an order ends prematurely, the contractor will only receive the agreed compensation for the individual services provided up to the receipt of the termination or withdrawal declaration and accepted by us. If the termination is due to a reason for which the contractor is responsible, they will only be compensated for the individual services provided up to the receipt of the termination that can be utilized by us. Further claims by the contractor are excluded. Our rights to claim damages and additional expenses arising from the contractor's

responsibility for the premature termination remain unaffected.

- 19.2. We can withdraw from the contract or terminate it with immediate effect in the following cases:
- If the contractor violates the obligations in sections 4, 9, 13, 15–18 of these GTCP.
 - If insolvency proceedings are initiated over the contractor's assets, or their initiation is rejected due to lack of assets covering the costs, or if the contractor ceases their payments or services, even temporarily. We are entitled to terminate the contract as soon as an application for the initiation of insolvency or settlement proceedings is filed with the court.
- 19.3. We can withdraw from the order of deliveries for a significant reason at any time until the delivery is handed over. In this case, the above provisions apply accordingly.

20.0 Transfer of Contract, Change of Company, Production Change, Delivery Capability

- 20.1. You must promptly notify us of any statutory transfer of the contract and any change to your company.
- 20.2. If you plan to change or discontinue your production, you must notify us of this in writing without delay. In the case of discontinuation, you must ensure that the materials previously supplied to us remain deliverable for at least six months after your notification.

21.0 Final Provisions

- 21.1. The contract language is German. All correspondence and other documents must be written in German. This also applies to the entire remaining documentation, such as advance payment and warranty bonds. However, we are entitled to request all documents and associated communication in English. If the contracting parties use another language, the German wording takes precedence.
- 21.2. If you are a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship is our place of business in Lübeck. The same applies if you are an entrepreneur within the meaning of § 14 BGB.

However, in all cases, we are also entitled to file a lawsuit at the place of fulfillment of the delivery obligation in accordance with these GPC or a prior individual agreement or at your general place of jurisdiction. Mandatory statutory provisions, particularly regarding exclusive jurisdictions, remain unaffected.

- 21.3. These GPCP and the contractual relationship between us and the seller are governed by the law of the Federal Republic of Germany, excluding international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG).
- 21.4. Collateral agreements, changes, or additions require written form to be effective, including the waiver of the written form requirement. The written form within the meaning of these purchasing terms and conditions is also met by email and fax.
- 21.5. Only the German version of our GTCP shall be legally binding, the English translation serves information purposes only.
- 21.6. If any provision of these GPCP is or becomes invalid, the validity of the remaining provisions remains unaffected.

Valid from: 16th July 2024