

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Scope

- 1.1 These Terms and Conditions of Purchase apply to all contracts between HALDRUP GmbH (hereinafter: HALDRUP) and the Supplier for the purchase of movable goods and/or the delivery of movable goods to be manufactured or produced (hereinafter collectively referred to as „Deliveries“)
- 1.2 These Terms and Conditions of Purchase apply exclusively. Conflicting or deviating delivery or other terms and conditions of the supplier shall not form the basis of the contract. Any contractual terms and conditions of the supplier shall only apply in exceptional cases if HALDRUP has expressly agreed to them in writing.
- 1.3 These Terms and Conditions of Purchase shall also apply exclusively if HALDRUP accepts and/or pays for the delivery in full knowledge of conflicting or deviating terms and conditions of the supplier. Acceptance and/or payment does not constitute HALDRUP's consent to the supplier's terms and conditions.
- 1.4. These Terms and Conditions of Purchase apply only to entrepreneurs within the meaning of Sections 310 (1) and 14 of the German Civil Code (BGB) and to legal entities under public law within the meaning of Section 310 (1) Sentence 1 of the German Civil Code (BGB).
- 1.5. To the extent that these Terms and Conditions of Purchase require the written form for declarations, compliance with the text form pursuant to Section 126b of the German Civil Code (BGB) shall also be sufficient.

### 2. Offer, Order, and Order Confirmation

- 2.1 The supplier's offer must be made free of charge. Cost estimates are binding and not subject to payment unless expressly agreed otherwise.
- 2.2 The order is only legally binding if it has been issued or confirmed in writing by HALDRUP. Verbal agreements require written confirmation by HALDRUP to be effective.
- 2.3 Each order or order change must be confirmed in writing by the supplier within one week of receipt.
- 2.4 Delivery call-offs within the scope of an order and call-off planning become binding if the supplier does not object within two working days of receipt of the delivery call-off. HALDRUP undertakes to inform the supplier of this legal consequence when issuing the delivery call-off.
- 2.5 HALDRUP is entitled to revoke its order free of charge if the supplier has not confirmed it unchanged within two weeks.

### 3. Prices, Invoicing, and Payment Terms

- 3.1 The price stated in the order is binding. The statutory VAT must be shown separately.
- 3.2 Unless otherwise agreed in individual cases, the agreed price includes all services and ancillary services provided by the supplier, as well as all incidental costs, in particular travel expenses, packaging and transport costs, customs duties and import taxes, and – if to be provided by the supplier – assembly.
- 3.3 The auditable invoice must be sent to HALDRUP in a single copy, stating the order number. The invoice may not be enclosed with the delivery, but must be sent to HALDRUP separately.
- 3.4 Unless otherwise agreed in writing, payments by HALDRUP are due within 30 days of delivery and receipt of an auditable invoice. For payments made within 14 days of delivery and receipt of a verifiable invoice, HALDRUP is entitled to a 3% discount. Payments do not constitute acceptance of the delivery as being in accordance with the contract.
- 3.5 In the event of a defective delivery, HALDRUP is entitled, without prejudice to its other rights, to withhold payment in an appropriate amount until proper fulfillment.

### 4. Delivery and Service Dates/Deadlines, Delayed Delivery, and Contractual Penalty

- 4.1 The agreed delivery dates and deadlines are binding. Unless otherwise agreed in writing, the receipt of the delivery at the location specified in the order is decisive for compliance with the delivery date or delivery deadline.
- 4.2 If the supplier is unlikely to be able to meet any dates or deadlines, the supplier must immediately notify HALDRUP in writing, stating the reasons and the expected duration of the delay.
- 4.3 If the supplier defaults on delivery, HALDRUP is entitled to demand a contractual penalty of 0.2% of the order value (net, excluding VAT) for each day of culpable delay, but a maximum of 5% of the order value (net without VAT).
- 4.4 The contractual penalty may be claimed until payment by HALDRUP.
- 4.5 HALDRUP reserves the right to claim damages for delay exceeding the contractual penalty. Any forfeited contractual penalty will be offset against such damages.

### 5. Delivery

- 5.1 Unless otherwise agreed in writing, delivery must be made to the location specified by HALDRUP in the order.
- 5.2 Partial deliveries and/or partial deliveries are only permitted if expressly agreed.
- 5.3 For quantities, weights, and dimensions, the values determined by HALDRUP during the incoming goods inspection shall be decisive. The supplier reserves the right to prove that the values determined by HALDRUP are inaccurate.
- 5.4 During delivery, the supplier must observe the safety and regulatory requirements applicable at HALDRUP's delivery location. Persons entering HALDRUP's premises (e.g., supplier employees, freight forwarders, etc.) must first register at the gate, where a copy of their identity card or a comparable document will be made for security reasons. The collection and storage of this personal data is carried out in compliance with data protection regulations.

### 6. Transfer of Risk, Transfer of Ownership

- 6.1 Risk shall pass upon receipt of the delivery at the location specified by HALDRUP in the order.
- 6.2 Upon receipt of the delivery, ownership of the delivery shall pass to HALDRUP.

### 7. Claims for Defects

- 7.1 The statutory provisions regarding material defects and defects of title apply unless otherwise provided below.
- 7.2 The Supplier's liability, in particular for defects in the delivery, also extends to parts manufactured and/or supplied by the Supplier's subcontractors and to services provided by the Supplier's subcontractors.
- 7.3 The provisions regarding the commercial obligation to inspect and give notice of defects (Section 377 of the German Commercial Code (HGB)) apply subject to the following provisions:
  - 7.3.1 If the scope of the incoming goods inspection has been expressly agreed, the scope of HALDRUP's obligation to inspect shall be governed by this agreement. If defects are discovered during the agreed incoming goods inspection, they must be reported to the supplier by HALDRUP within one week of delivery or the agreed date. Defects that were not detectable during the inspection must be reported to the supplier by HALDRUP within one week of their discovery.
  - 7.3.2 If the scope of the incoming goods inspection has not been agreed, HALDRUP will initially conduct random inspections of the goods after delivery. If defects are discovered during this inspection, they must be reported to the supplier by HALDRUP within one week of delivery. A further inspection of the delivery by HALDRUP will only take place once further processing begins. If defects are discovered during this inspection, they must be reported to the supplier by HALDRUP within one week of their discovery. Defects that were not detectable during the inspection must be reported to the supplier by HALDRUP within one week of their discovery.
- 7.4 The Client is entitled, upon prior notice, to inspect the services covered by the contract—including the production status, material quality, workmanship, and surface treatment—as part of a visual on-site inspection at the Contractor's or its subcontractors' premises. Such an inspection serves solely to determine the status of production and quality and does not constitute either a final acceptance or a partial acceptance of the contracted services. The Client's rights arising from warranty, notices of defects, or other contractual or statutory claims remain unaffected by this provision.
- 7.5 HALDRUP is generally entitled to choose the type of subsequent performance. The supplier may refuse the type of subsequent performance chosen by HALDRUP if it is only possible at disproportionate costs.
- 7.6 If the supplier does not begin to remedy the defects immediately after HALDRUP's request, HALDRUP shall have the right, in urgent cases, in particular to avert danger or avoid major damage, to remedy the defects itself or have them remedied by third parties at the supplier's expense.
- 7.7 If the delivery item is an item that has been used for a building in accordance with its usual purpose and has caused its defectiveness, the limitation period for claims for defects shall be five years, beginning with delivery (Section 438 (1) No. 2 lit. b, (2) BGB). Otherwise, claims for defects shall expire after three years, beginning with delivery.

### 8. Rights of Withdrawal and Termination

- 8.1 In addition to the statutory rights of withdrawal, HALDRUP is entitled to withdraw from or terminate the contract with immediate effect if:
  - the supplier has ceased to supply its customers,
  - a significant deterioration in the financial situation of the supplier occurs or threatens to occur and thereby jeopardizes the fulfillment of the delivery obligation to HALDRUP,

- the supplier is insolvent or over-indebted or the supplier ceases payments, or
- the supplier or a permissible third party has applied for the opening of insolvency proceedings against the supplier's assets or a comparable legal procedure.

8.2 If the Supplier has provided partial performance, HALDRUP shall only be entitled to withdraw from the entire contract if HALDRUP has no interest in the partial performance.

8.3 HALDRUP's statutory rights and claims are not limited by the provisions contained in this Section 8.

## 9. Product Liability

9.1 In the event that HALDRUP is held liable for product liability, the supplier – to the extent that it is responsible for the product damage – is obligated to indemnify HALDRUP against third-party claims for damages upon first request, provided the cause lies within its sphere of control and organization and it is itself liable in external relations.

9.2 The supplier is further obligated – within the scope of its liability for damages within the meaning of Section 9.1 – to reimburse HALDRUP for all possible expenses and costs arising from or in connection with a third-party claim, including a product recall lawfully conducted by HALDRUP. To the extent possible and reasonable, HALDRUP will inform the supplier in a timely manner about the content and scope of any such product recall and give it the opportunity to comment.

9.3 The Supplier shall maintain product liability insurance with an appropriate and sufficient coverage amount at its own expense and, upon request from HALDRUP, provide evidence of the conclusion and validity of this insurance.

9.4 HALDRUP's further statutory claims remain unaffected.

## 10. Intellectual Property Rights

10.1 The Supplier shall ensure that all delivery items are free from third-party intellectual property rights. If a third party asserts a claim against HALDRUP for an infringement of intellectual property rights, the Supplier shall indemnify HALDRUP against these claims upon first written request. In the event of claims for damages by third parties, the Supplier reserves the right to prove that it is not at fault for the infringement of the third party's rights.

10.2 The Supplier's indemnification obligation includes all remuneration accruing to HALDRUP from or in connection with the claim by a third party, unless the Supplier proves that it is not responsible for the breach of duty underlying the infringement.

## 11. Retention of Title

11.1 To the extent that HALDRUP provides materials, parts, containers, and/or special packaging to the Supplier, HALDRUP retains title to them. These materials may only be used as intended.

11.2 The processing and/or assembly of provided materials and/or parts by the Supplier is carried out for HALDRUP. HALDRUP shall become co-owner of the products manufactured using the provided materials/parts in proportion to the value of the provided materials and/or parts to the value of the overall product, which products shall be held in safe custody by the Supplier for HALDRUP.

11.3 Any extended, forwarded, expanded, and/or subsequent retention of title by the Supplier to the delivery item is not agreed upon and is not recognized by HALDRUP.

## 12. Export Control and Customs

12.1 The Supplier is obligated to inform HALDRUP in its business documents of any licensing requirements for exports and re-exports of its goods in accordance with German, European, and US export and customs regulations, as well as the export and customs regulations of the country of origin of its goods. To this end, the supplier shall provide the following information for the relevant goods items, at least in its offers, order confirmations, delivery notes, and invoices:

- the export list number according to Annex AL to the German Foreign Trade Regulations or comparable list items of relevant export lists,
- for US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR),
- the commercial origin of its goods and the components of its goods, including technology and software,
- whether the goods were transported through the USA, manufactured or stored in the USA, or manufactured using US technology,
- the statistical commodity code (HS code) of its goods, and
- a contact person within its company to clarify any queries from HALDRUP.

12.2 Upon HALDRUP's request, the Supplier is obligated to provide HALDRUP with all further foreign trade data relating to its goods and their components in writing, and to inform HALDRUP immediately (before delivery of the goods affected) of any changes to the above data in writing.

## 13. Occupational Health and Safety, Accident Prevention, and Security

13.1 The Supplier is obligated to comply with relevant legal regulations and rules regarding occupational health and safety, accident prevention, and transport and plant safety and to provide HALDRUP with relevant documentation and permit inspection thereof upon request.

13.2 Persons performing work on HALDRUP's factory premises in fulfillment of the contract must observe the provisions of the relevant company regulations. HALDRUP's liability for accidents that occur to these persons on the factory premises is excluded. This does not apply in the event of a negligent breach of duty by HALDRUP or an intentional or negligent breach of duty by HALDRUP's legal representatives or vicarious agents.

## 14. HALDRUP Documents / Confidentiality

14.1 HALDRUP reserves all rights to all documents, drawings, sketches, illustrations, calculations, technical specifications, samples, models, and other documents or tools (hereinafter collectively referred to as „Documents“) provided to the Supplier for the execution of the order, in particular ownership rights and copyrights, as well as industrial property rights such as patents, utility models, semiconductor protection, etc. To the extent that such documents have been made accessible by third parties, this reservation of rights also applies to the benefit of these third parties. The Supplier may use the documents exclusively for production based on HALDRUP's order. After processing the order, the Supplier must return the documents in full, including any copies/records made, upon HALDRUP's request, or – after appropriate approval by HALDRUP – destroy them.

14.2 The Supplier is obligated to use all documents and information received from HALDRUP solely for the purpose of implementing the delivery. In the Supplier's own company, the documents and information may only be made available to those persons who necessarily need to use them for the purpose of delivering to HALDRUP and who are also bound to confidentiality. Furthermore, the documents and information received must be kept confidential and not made accessible to third parties without HALDRUP's prior written consent. This obligation of confidentiality applies in particular to all documents listed under Section 14.1.

14.3 The confidentiality obligation shall continue to apply after the order/contract has been processed.

14.4 The confidentiality obligation shall expire if the information/documents are generally known or were demonstrably already known to the supplier at the time they were received.

## 15. Data Protection

The supplier is obligated to observe and implement the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

## 16. Force Majeure

16.1 Force majeure, disruptions in operations beyond our control, disturbances, official measures, and other serious events will release us for the duration of the disturbance from our obligation of timely acceptance. During such events and for a two-week period thereafter, we shall be entitled to – notwithstanding our other rights – withdraw from the contract either partially or entirely, as far as these occurrences are not of inconsiderable duration and where our requirements have been considerably reduced due to the fact that the goods have to be procured elsewhere as a result thereof.

16.2 The regulations under 15.1 are furthermore applicable in case of labor disputes.

## 17. General Provisions

17.1 The place of performance for the Supplier's performance is the place to which the delivery is to be made in accordance with the contract.

17.2 Should individual provisions of these Terms and Conditions of Purchase be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties are obligated to replace the invalid provision with a provision that most closely approximates its economic purpose.

17.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17.4 The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship between HALDRUP and the Supplier and for all disputes arising from or in connection with these Terms and Conditions of Purchase shall be HALDRUP's registered office.

As of June 2026