

General Terms and Conditions of Purchase of RE DEPOSIT Solutions GmbH

1 Scope

1.1 These General Terms and Conditions of Purchase (referred to below as "Terms of Purchase") shall apply between RE Deposit Solutions GmbH (referred to below as the "Purchaser") and the supplier of goods and services (referred to below as the "Supplier") for their purchase orders and purchasing by RE Deposit Solutions GmbH. The Purchaser and the Supplier are hereinafter also referred to as "Parties".

1.2 These Terms of Purchase apply exclusively. Deviating or conflicting general terms and conditions will not be recognized by us unless the Purchaser has expressly agreed to them in writing.

1.3 Neither the acceptance of goods or services from the Supplier nor payment for them constitutes consent within the meaning of section 1.2, even if the acceptance or payment is made with knowledge of conflicting or supplementary contractual conditions of the Supplier.

1.4 The version of these Terms of Purchase valid at the time of conclusion of the respective contract shall apply. The current version is permanently available at: [Insert URL]

1.5 The current version of these Terms of Purchase shall also apply to all future business relations between the Parties. Conflicting or deviating terms and conditions of the Supplier, in particular previous agreements, shall not apply unless they have been expressly recognized in writing.

1.6 These Terms of Purchase apply to business transactions with entrepreneurs, legal entities under public law, and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

2 Business initiation, conclusion of contract, other declarations

2.1 Irrespective of whether a contract is concluded or not, expenses incurred by the Supplier for visits, drafts, samples, cost estimates, offers, etc. in the course of business initiation shall not constitute an obligation to pay costs or any other liability on the part of the Purchaser. This shall also apply if the Purchaser requests the Supplier to prepare corresponding documents or services in the course of business initiation, unless remuneration has been expressly agreed in writing.

2.2 Purchase orders placed by the Purchaser shall always be non-binding until they have been submitted or confirmed by the Purchaser in text form. The Supplier shall notify the Purchaser of any recognizable inaccuracies (for example typing mistakes or errors in calculations) and items omitted from the purchase order, including the purchase order documents, before acceptance. If the Supplier fails to do so, the Purchaser is entitled to withdraw from the contract or to contest it.

2.3 The Purchaser and the Supplier are only permitted to advertise their business relationship with the written consent of the respective other business partner ("reference naming").

3 Delivery and performance time

3.1 Purchase orders, contracts, and call-offs as well as their amendments and supplements shall be made in text form (for example e-mail). Verbal or telephone purchase orders or agreements shall only have legal effect if they have been confirmed by the Purchaser in text form. Deviations between the Supplier's order confirmations and our order shall only become part of the contract if the deviation is clearly marked as such in the order confirmation and the Purchaser has expressly agreed to this deviation in text form.

3.2 The delivery and performance time stated in the purchase order is binding. If the Supplier is unlikely to be able to meet agreed delivery or performance times, it shall inform the Purchaser of this situation immediately in text form.

3.3 The Purchaser may demand changes to the design and execution of the delivery item, insofar as these are reasonable for the Supplier, taking into account the expense, delivery time, and operational circumstances. The effects of reasonable changes – in particular with regard to any additional or reduced costs and delivery dates – shall be agreed by mutual consent. If the Supplier refuses to make reasonable changes without legitimate cause, the Purchaser is entitled to withdraw from the contract, provided that it has previously granted the Supplier a reasonable period of grace and no agreement has been reached on the adaptation of the conditions.

4 Delivery, documents, transfer of ownership

4.1 Unless otherwise agreed, deliveries shall be made "Delivered At Place" (DAP; Incoterms 2020) to the location specified in the purchase order.

4.2 Each delivery shall be accompanied by a delivery note stating the date of dispatch and issue, the contents of the delivery (article number and quantity), and the Purchaser's purchase order number and date. At the Purchaser's request, an additional dispatch note with identical content shall be sent separately. The Purchaser shall not be responsible for delays in processing or payment which are solely attributable to the absence or incompleteness of the aforementioned information.

4.4 The awarding of subcontracts for significant deliveries and services requires the prior consent of the Purchaser in text form. The only exceptions to this are parts that are standard on the market or insignificant ancillary services, the outsourcing of which is customary in the industry and has no influence on quality, deadlines, or performance of the contract. The Supplier shall supply a technical description and instructions for use for devices, in the German language. In the case of software products, the complete technical and functional documentation – including operating instructions – shall be provided. If the programs have been individually developed for the Purchaser and this has been expressly agreed, the associated source code including comments and development documentation shall also be supplied.

4.5 Ownership of the delivery item shall be transferred to the Purchaser at the latest upon payment. An extended or expanded reservation of title – including a group or current retention of title – is excluded.

4.6 If deliveries or services are provided by the Supplier from another member state of the European Union, the Supplier shall inform the Purchaser of its valid VAT identification number (VAT ID number), at the latest when the invoice is issued.

5 Prices and terms of payment

5.1 Unless otherwise agreed, the price stated in the purchase order is binding and applies to deliveries DAP (Incoterms 2020). All prices are net, plus statutory value added tax, if this is not shown separately.

5.2 Unless otherwise agreed, the price shall include all services and ancillary services of the Supplier (for example, assembly, installation), as well as all ancillary costs (for example, proper packaging, transport costs, including any transport and liability insurance). The Supplier shall take back packaging material at the Purchaser's request.

5.3 Unless otherwise agreed, the agreed price shall be due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If payment is made within 14 calendar days, the Purchaser is entitled to deduct a 3% discount from the net amount of the invoice.

5.4 The invoice shall contain the mandatory information in accordance with Section 14 of the German Value Added Tax Act (UStG), in particular the tax number or VAT identification number, the Purchaser's purchase order number and the supplier number provided by the Purchaser. Invoices without this information shall be deemed not to have been prepared correctly. In such cases, we are entitled to reject the invoice; we shall not be responsible for delays in processing or payment as a result of such defects. In this case, the payment period shall only commence upon receipt of a properly prepared and corrected invoice.

5.5 The Purchaser does not owe any default interest. The Supplier's claim to payment of default interest shall remain unaffected. The statutory provisions shall apply in the event of a default in payment. Notwithstanding Section 286 (2) and (3) of the German Civil Code (BGB), a reminder from the Supplier is always required in the event of a default in payment.

5.6 The Purchaser is entitled to rights of set-off and withholding of payment as well as the defense of non-performance of the contract to the extent permitted by law. In the event of defective or incomplete delivery, the Purchaser is entitled to withhold payment until due performance.

5.7 The Supplier is not entitled to assign claims against the Purchaser to third parties or to have them collected by third parties, unless they are monetary claims within the meaning of Section 354a of the German Commercial Code (HGB). In all other cases, an assignment requires the prior written consent of the Purchaser. The Supplier shall only be entitled to set-off and withhold payment if and insofar as its counterclaims are undisputed or have been legally established, or are based on the same contractual relationship.

6 Quality, product safety, hazardous substances, and environmental protection

6.1 The Supplier shall comply with the recognized rules of technology (in particular DIN standards, VDE regulations, VDI guidelines, DVGW rules), the applicable safety regulations and product safety requirements as well as the agreed technical specifications for its deliveries and services. All goods supplied shall comply with the current state of the art, and the applicable statutory regulations and standards in force in the country of manufacture and sale.

6.2 If products are subject to mandatory labeling in accordance with EU directives, the Supplier shall label them with the CE mark and enclose a complete EU declaration of conformity. The declaration of conformity shall be provided in German upon request.

6.3 Deviations from the ordered technical specifications – both for initial samples and for series production deliveries – shall be notified to the Purchaser in text form immediately prior to delivery. Delivery is only allowed to be made following express approval by the Purchaser in text form.

6.4 It is not permitted for substances, preparations, or products to be delivered if their manufacture, use or placing them on the market is prohibited by the relevant statutory provisions in the Federal Republic of Germany. If the goods to be delivered

are hazardous substances, this shall be clearly indicated in the Supplier's offer, in which case the corresponding safety data sheets (in German or English) shall be sent to the Purchaser with the offer.

6.5 Insofar as the REACH (EC No. 1907/2006), RoHS (2011/65/EU) Regulations and the respective applicable SVHC lists apply, the Supplier undertakes to ensure that all substances contained in the delivered goods have been effectively pre-registered, registered and – if necessary – authorized in accordance with the respective applicable requirements. This also includes the consideration of relevant national implementation regulations and supplementary guidelines. If a safety data sheet is required for the delivered substances or mixtures, the Supplier undertakes to send this to the Purchaser in text form in an up-to-date, complete, and legally compliant form with each delivery, and in the event of amendments, without being requested to do so. The Supplier undertakes to provide the Purchaser, without being requested to do so, with all legally required information in accordance with Article 33 (1) of the REACH regulation if the delivered products contain SVHC substances within the meaning of Articles 57 and 59 of REACH in a concentration of more than 0.1% by mass. The information shall enable the safe use of the products and at least contain the substance name.

6.6 Suppliers which deliver goods from outside the European Union into the European Union undertake to carry out the necessary registrations for products listed in Title II of the REACH Regulation and to appoint an 'only representative' in accordance with Article 8 of the REACH Regulation who will assume the obligations of an importer arising from Title II of the REACH Regulation.

6.7 Insofar as the delivered goods fall under the provisions of Directive 2011/65/EU (RoHS), the Supplier undertakes to comply with all requirements of this directive and its national implementations, in particular the German Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV), and to provide evidence of conformity upon request.

6.8 If the Supplier violates one of the obligations described in section 6 (in particular with regard to product safety, chemical substance conformity and labeling), it shall indemnify the Purchaser and its customers against all resulting third-party claims, official measures, fines, and other disadvantages, including reasonable costs of litigation. This shall not apply if the Supplier is not responsible for the breach of duty. In such a case, the Purchaser is entitled to cancel the purchase order concerned immediately and to refuse to accept the delivery concerned without incurring any costs. Cancellation or refusal of acceptance shall not constitute a waiver of further claims, in particular claims for damages.

7 Documents of the Purchaser

7.1 The Purchaser reserves all ownership rights, copyrights and industrial property rights to illustrations, drawings, samples, and other documents provided to the Supplier. This also applies to documents that are not expressly marked as "confidential".

7.2 The Supplier undertakes to use all documents provided by the Purchaser exclusively for the performance of the respective contract. After termination of the contract or at the request of the Purchaser, all documents provided, including any copies made, shall be returned to the Purchaser immediately or – if return is not possible or has not been agreed – shall be completely deleted, destroyed, or rendered permanently unusable, and this shall be confirmed in text form upon request. Retention, further use, or disclosure is not permitted unless the Purchaser has given its express prior consent.

8 Warranty for defects, liability of the Supplier for damages

8.1 The Supplier is responsible for ensuring that deliveries and services are free from defects, in particular that the agreed specifications and all properties expressly agreed as binding are complied with. Deliveries and services shall be provided in accordance with the state of the art and all relevant statutory and safety regulations shall be complied with.

8.2 In the event of a defect, the Purchaser is entitled to demand statutory claims to their full extent. In particular, the Purchaser is entitled to demand, at the Purchaser's discretion, that the Supplier remedies the defect or delivers a replacement. In addition, claims for damages, including those in lieu of performance, shall remain unaffected for any legally relevant degree of fault.

8.3 Those product descriptions which – in particular by designation or reference in the Purchaser's purchase order – have become the subject matter of the respective contract or have been incorporated into the contract in the same way as the General Terms of Purchase shall be deemed to be the agreed quality within the meaning of the law. It is irrelevant whether the product description originates from the Purchaser, Supplier, or manufacturer.

8.4 By way of derogation from Section 442 (1) (2) of the German Civil Code (BGB), the Purchaser's warranty rights for defects shall remain in force even if the Purchaser was unaware of a defect at the time the contract was concluded, due to gross negligence.

8.5 The costs incurred for the purpose of inspection and subsequent performance shall be borne by the Supplier, even if it subsequently transpires that there was no defect. Notwithstanding the above, the Purchaser shall reimburse the Supplier for the reasonable inspection and processing costs incurred as a result if the Purchaser knew or, as a result of gross negligence, did not know that there was no defect when the defect was asserted.

8.6 If the Supplier fails to fulfill its obligation to provide subsequent performance within a reasonable period set by the Purchaser, the Purchaser is entitled to remedy the defect itself or procure a replacement at the Supplier's expense or have it remedied by a third party. There is no need to set a deadline if subsequent performance has failed, is seriously and definitively refused by the Supplier or is unreasonable for the Purchaser (for example, due to particular urgency, risk to operational safety or the threat of disproportionate loss). The Purchaser shall inform the Supplier immediately – if possible in advance – about the self-remedy or the engaging of third parties.

8.7 The period of limitation is 36 months from delivery in accordance with point 4.1 or acceptance. Longer periods of limitation provided for by law shall remain unaffected.

8.8 The Supplier shall be liable to the Purchaser for losses within the scope of the statutory provisions in accordance with the respective degree of fault. Liability exists in particular in the event of intent, gross negligence, and – if material contractual obligations are breached – also in the event of simple negligence. In the latter case, liability shall be limited to the foreseeable damage typical of the contract.

8.9 The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects, with the following proviso: The Purchaser's duty to inspect shall be limited to defects which become apparent during the Purchaser's goods receipt inspection by external examination, including the delivery documents (for example, transport damage, incorrect and short delivery) or which can be recognized during the Purchaser's

quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Furthermore, this depends on the extent to which an investigation is appropriate in the ordinary course of business, taking into account the circumstances of the individual case. The Purchaser's obligation to give notice of defects discovered later remains unaffected.

9 Supplier recourse

9.1 The Purchaser is entitled to the legally determined rights of recourse within a supply chain (supplier recourse in accordance with Sections 445a, 445b, 478 of the German Civil Code (BGB)) in addition to the general defect rights, without restriction. In particular, the Purchaser is entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the Supplier that the Purchaser owes its customer in the individual case. The Purchaser's statutory right of choice (Section 439 (1) of the German Civil Code (BGB)) remains unaffected by this.

9.2 The Purchaser's rights of recourse in accordance with Sections 445a, 445b of the German Civil Code (BGB) also apply if the defective goods have been further processed by the Purchaser or a third party – in particular by installation in another product.

10 Product liability, insurance

10.1 Insofar as product damage is attributable to the Supplier, the cause lies within the Supplier's sphere of control and organization, and the Supplier itself is liable in the external relationship, it shall be obliged to indemnify the Purchaser against claims for damages by third parties upon written request.

10.2 Within the scope of its indemnification obligation, the Supplier shall also reimburse such expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) or pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) that arise from or in connection with a recall campaign carried out by the Purchaser. The Purchaser shall inform the Supplier of the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give the Supplier the opportunity to comment. Further legal claims of the Purchaser remain unaffected.

10.3 The Supplier is obliged to take out product liability insurance with a lump sum cover of at least EUR 10 million per claim for personal injury/property damage, and to maintain it for the duration of the contract. Further claims for damages by the Purchaser remain unaffected by this.

11 Intellectual property rights

11.1 The Supplier undertakes to ensure that no third-party intellectual property rights (for example, patents, trademarks, and copyrights) are infringed in connection with its delivery.

11.2 If claims are asserted against the Purchaser by a third party due to an infringement of industrial property rights, the Supplier shall indemnify the Purchaser against such claims upon the first written request; the Purchaser shall not be entitled to enter into agreements with the third party, in particular to conclude a settlement, without the Supplier's consent.

11.3 The Supplier's obligation to indemnify shall include all expenses necessarily incurred by the Purchaser from or in connection with claims asserted by a third party, unless the Supplier proves that it is not responsible for the breach of duty underlying the infringement of intellectual property rights.

11.4 The period of limitation for the claims specified in section 11 is 36 months from the point in time at which the Purchaser becomes aware of the infringement of the intellectual property right.

12 Confidentiality and information security

12.1 The Parties to the contract undertake to treat as confidential all commercial and technical information that becomes known to them in the course of the business relationship which is not generally known or readily accessible and for which there is a legitimate interest in maintaining confidentiality, as business secrets within the meaning of the German Business Secrets Protection Act (GeschGehG). The obligation also applies beyond the end of the contract.

12.2 All drawings, calculations, and other technical documents provided to the Supplier for the execution of the purchase order shall remain the property of the Purchaser. After completion of the order, these shall be returned to the Purchaser immediately, without having to be requested. Fabrications, copies, or digital duplicates shall be destroyed or permanently deleted unless there is a legal obligation to retain them. Any use beyond the purpose of the contract is not permitted.

12.3 Information and IT security is an essential part of the supply chain. The Supplier undertakes to take appropriate technical and organizational measures to ensure the security of confidential, personal, and sensitive data that it becomes aware of, or that it processes, in the course of the business relationship. The level of protection required for the respective information is the decisive factor. If required, the Supplier shall provide suitable evidence on request, such as ISO 27001 or TISAX certification, or an equivalent measure.

12.4 The Supplier undertakes to obligate all subcontractors or other third parties which receive access to confidential information or IT systems in the course of the performance of the contract to comply with the confidentiality and information security requirements set out in this contract; this obligation shall be undertaken in an appropriate manner in writing or in text form. The Purchaser is entitled to request appropriate evidence of these obligations.

12.5 If the Supplier culpably breaches the confidentiality or information and IT security obligations set out in section 12, the Purchaser is entitled, without prejudice to further statutory and contractual rights:

- to demand compensation from the Supplier for all losses arising from this, including the necessary costs of legal action,
- to terminate the contract without notice for good cause in accordance with section 14.6 or to cancel individual purchase orders,
- and to demand that the Supplier indemnify the Purchaser on first demand against all third-party claims asserted against the Purchaser in connection with the breach of duty.

The Supplier shall also return all confidential information and documents made available to it or its subcontractors immediately at the Purchaser's request or – if return is not possible – demonstrably delete or destroy all such confidential information and documents or render it/them unusable.

13 Export controls and customs

13.1 The Supplier shall inform the Purchaser, without being requested to do so, whether the delivered goods are subject to authorization or restrictions according to the applicable German, European (EU) and US (re-)export control regulations. To this end, the Supplier shall provide the following information and data in text form:

- If listed: Export list item (number) of the currently valid Annex to the German Foreign Trade and Payments Regulation or comparable list items of relevant European export lists (EU Dual-Use Regulation 2021/821);

- if the goods are subject to the "U.S. Export Administration Regulations" (EAR): Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (CCL);
- the commodity code (Harmonized System/Combined Nomenclature code);
- the country of origin (trade-policy/non-preferential origin), key for origin codes: D = third country / E = EU / F = EFTA;
- Submission of a (long-term) supplier's declaration on preferential origin (for EU suppliers) or certificates of preference (for non-EU suppliers);
- all other foreign trade information and data required to check the import and export conditions.

The Supplier shall inform the Purchaser immediately in text form of all changes to the aforementioned information and data.

13.2 The Supplier shall be liable for all losses and expenses incurred by the Purchaser as a result of incorrect, delayed, or omitted information, unless the Supplier bears no fault. The Supplier undertakes to indemnify the Purchaser against all legitimate claims of third parties – in particular from authorities – which are asserted against the Purchaser due to a breach of the notification obligations specified in section 13.1, insofar as the breach of duty is attributable to the Supplier. The indemnification also includes the necessary legal costs incurred by the Purchaser in connection with the claim.

13.3 In addition, the Supplier undertakes to compensate us immediately and upon first request for all losses and expenses (for example, additional duties such as import and export duties, fines, and other financial disadvantages) incurred by us due to culpable breach of its obligations under 13.1 and 13.2. This includes necessary legal costs.

14 Code of ethics and conduct

14.1 In the course of the performance of the contract, the Supplier undertakes to comply with all applicable laws and regulations concerning it, in particular those relating to the following:

- social responsibility and working conditions (including health and safety in the workplace, fair pay and benefits, prohibition of forced and child labor),
- environmental law (including resource conservation, prevention of environmental pollution, and waste minimization along the entire supply chain),
- financial integrity (including the prohibition of all forms of corruption, and the fight against money laundering),
- competition and antitrust law (including fair competition, confidentiality, and data protection).

14.2 The Supplier undertakes to comply with the Purchaser's code of conduct valid at the time of conclusion of the contract, which is available at https://www.re-deposit.com/fileadmin/user_upload/re-deposit_de/downloads/verhaltenscodex/supplier_code_of_conduct.pdf. Amendments to the code of conduct shall only become effective if the Supplier agrees to them in text form. The code of conduct is based on internationally recognized standards for social responsibility, environmental and integrity requirements. The Supplier confirms that it has taken note of the code of conduct and ensures compliance with it.

14.3 The Purchaser is entitled to refuse performance of the contract in whole or in part or to withdraw from the contract if, as a result of statutory provisions, official orders, or sanctions under international law (for example, EU, UN, or US sanctions), performance of the contract by the Purchaser becomes unlawful or impossible, or the Purchaser would be threatened with economic or

legal sanctions. In this case, any liability of the Purchaser is excluded. The Purchaser shall inform the Supplier immediately in writing of the exercise of this right. In the case of continuing obligations, the right to extraordinary termination without notice for good cause in accordance with section 14.6 of these terms and conditions shall apply instead of the right of withdrawal.

14.4 The Supplier undertakes to comply with the obligations set out in sections 14.2 and 14.3 and to ensure that its employees, temporary workers, and subcontractors or service providers engaged in the performance of the contract also strictly observe these obligations. In the event of a violation, the Purchaser is entitled to terminate the contractual relationship without notice for good cause in accordance with section 14.6. Any liability of the Purchaser for disadvantages arising from this is excluded.

14.5 Furthermore, the Supplier undertakes to take all reasonable measures and procedures to comply with the aforementioned obligations and to inform the Purchaser of these upon request. In the event of a violation, the Purchaser is entitled to terminate the contractual relationship without notice for good cause in accordance with section 14.6. Any liability of the Purchaser for disadvantages arising from this is excluded, unless these were caused by the Purchaser intentionally or through gross negligence.

14.6 The Purchaser is entitled to suspend the contract or an individual purchase order in whole or in part with immediate effect or to terminate it without notice for good cause. Good cause shall be deemed to exist in particular if the Supplier culpably breaches one of the obligations under sections 14.2 to 14.5. The termination shall be made in writing and shall state the essential reasons. In the event of a culpable violation of duty, the Purchaser is entitled to claim damages in accordance with the statutory provisions. The Purchaser shall not be liable for any damage incurred by the Supplier as a result of the suspension or termination, unless such damage is due to intentional or grossly negligent conduct on the part of the Purchaser. The Supplier shall bear its own costs resulting from the suspension or termination and undertakes to minimize any consequential damage to the best of its ability.

15 German Supply Chain Due Diligence Act

15.1 The Supplier undertakes to comply with all legal obligations concerning it in accordance with the German Supply Chain Due Diligence Act (LkSG) within the framework of implementing the contract. This includes, in particular, recognizing human rights and environmental risks along its supply chain, taking appropriate preventive and remedial measures, and cooperating in risk analyses, self-disclosures and documentation at the Purchaser's request. The text of the law is available at: [LkSG – unofficial table of contents](#).

15.2 As a direct Supplier within the meaning of Section 2 (7) of the German Supply Chain Due Diligence Act (LkSG), the Supplier undertakes to fulfill the human rights and environmental due diligence obligations pursuant to Section 3 (1) (2) LkSG. The human rights and environmental risks ('human rights and environmental standards') defined in Section 2 (2) and (3) of the German Supply Chain Due Diligence Act (LkSG) shall be observed. At the request of the Purchaser, the Supplier shall provide suitable evidence of compliance with these standards (for example, by means of questionnaires, documentation, or supplier audits).

15.3 The Supplier shall ensure that all employees relevant to compliance with human rights and environmental due diligence obligations are trained regularly and as required. At the request of the Purchaser, the Supplier shall provide appropriate evidence (for example, certificates of attendance, training documents).

15.4 The Supplier undertakes to provide the Purchaser immediately upon request with all information that is suitable and necessary to verify compliance with its human rights and

environmental due diligence obligations in accordance with Section 2 of the German Supply Chain Due Diligence Act (LkSG). These include, in particular: Self-certifications, relevant internal guidelines, audit reports, certificates, training certificates, and information on subcontractors, if available. The Purchaser is entitled to check the plausibility of the information or to request additional explanations.

15.5 If the Supplier identifies violations of human rights or environmental obligations within the meaning of Section 2 (2) and (3) of the German Supply Chain Due Diligence Act (LkSG) in its own business area, it shall take appropriate remedial measures immediately to end, minimize, or prevent the violation in the future. If it is not possible to remedy the violation immediately, the Supplier shall actively participate in the development and implementation of a written action plan to remedy the violation step by step. During the implementation of the action plan, the Purchaser is entitled to temporarily suspend individual purchase orders or parts of the contract, in particular delivery call-offs, acceptances, or payments, insofar as this is necessary to minimize risk. The suspension shall be communicated to the Supplier in writing and shall end upon successful completion of the measures or rectification of the action plan.

15.6 If the Supplier violates essential human rights and environmental standards, and this violation is classified as very serious, or if the Supplier fails to remedy such violations within a period set by the Purchaser or in the action plan, the Purchaser shall, as a last resort, be entitled to terminate the contract or the business relationship if no other, less severe means are available, and increasing the means of exerting influence on the Supplier has no prospect of success.

15.7 The Supplier undertakes to contractually pass on the human rights and environmental obligations specified in section 15 in its contracts, purchase orders, or other agreements with its direct suppliers and subcontractors. The Supplier shall also ensure that these obligations are also transferred to downstream stages of the supply chain. The aim is to ensure consistent compliance with these standards along the entire supply chain.

16 Final provisions

16.1 Amendments and supplements to these provisions shall require the written form in order to be effective. This also applies to the rescission of this written form clause. Statutory priority rules, in particular Section 305b of the German Civil Code (BGB) (priority of individually agreed terms), remain unaffected.

16.2 Should any provision of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The Parties undertake to replace the invalid or unenforceable provision with a provision that comes as close as possible to the economic purpose of the original provision. If no such provision can be found by mutual agreement, the statutory regulation shall apply.

16.3 Deviating, conflicting, or supplementary terms and conditions of the Supplier shall only apply if they have been expressly recognized by the Purchaser and in text form. This shall also apply if the Supplier refers to its own terms and conditions in its order confirmation, its offer, or its delivery documents, or performs the delivery or service without reservation.

16.4 These Terms of Purchase are written in German and English. In the event of deviations in content or interpretation, only the German language version shall prevail. The English version is for convenience only and is not a legally binding version.

17 Data protection, choice of law and place of jurisdiction

17.1 Information on the processing of personal data in the context of our business relationship in accordance with Art. 13 of

the General Data Protection Regulation (GDPR) can be found at:
[insert URL] or upon request in paper form.

17.2 These Terms of Purchase and the contractual relationship between the Parties shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

17.3 The place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Essen, Germany. However, the Purchaser is also entitled, at its discretion, to bring an action at the Supplier's general place of jurisdiction. Mandatory statutory places of jurisdiction remain unaffected.

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