

## General Terms and Conditions of Purchase

Our GTCP apply to all inquiries and orders (order placements) for the delivery of goods, including standard software, which are intended for installation in or combination with machines and systems supplied by us, and all associated main and ancillary services.

- Deliveries: Machines, units, components, parts, software, and technical documentation. Assembly and commissioning services in this regard, insofar as ordered by us, are considered inseparable.
- Goods: Deliveries without assembly and commissioning services
- Software: Standard software with accompanying documentation and data carriers
- Technical documentation
- Services: All customary ancillary services, including shipping, packaging, accompanying documents, and quality testing
- Systems: Industrial systems or machines into which the goods are incorporated or combined.

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1. All our orders and their acceptance, as well as any changes and additions thereto, must be made in writing, including by email. Verbal side agreements are only effective if they are confirmed by us in writing. We do not recognize any terms and conditions of the supplier that conflict with or deviate from our terms and conditions, even if we are aware of the supplier's terms and conditions and accept a delivery without reservation. Our terms and conditions apply only to companies within the meaning of Section 14 (1) of the German Civil Code (BGB). However, they also apply to all future transactions with the supplier, even if we do not agree to their validity separately for each contract.

We are only bound to orders based on non-binding offers from the supplier for a period of five working days after receipt by the supplier; after that, the order is non-binding.

If the supplier's order confirmation deviates from our order, the deviations shall only apply if they are specifically indicated in the order confirmation and we confirm them in writing as agreed.

2. The supplier and we are mutually obliged to treat all non-public commercial and technical details that become known to both parties through the business relationship as trade secrets. Both contracting parties may only advertise their business relationship with prior written consent. Drawings, models, samples, plans, templates, and similar items or data, as well as technical and commercial details (including those relating to the delivery items) that we make available to the supplier or that are paid for by us, remain/become our property. These may not be transferred to third parties or otherwise made accessible and may only be used for delivery to third parties with our prior written consent. The supplier must impose corresponding obligations on subcontractors.
3. The supplier must comply with the latest recognized rules of technology, safety regulations, technical standards, and agreed technical data, e.g., delivery regulations, production drawings, or order texts, in its deliveries and services. The supplier's deliveries and services must correspond to the current state of the art. The supplier shall use the most suitable and flawless raw materials in each case. The supplier is obliged to oblige any subcontractors to comply with the provisions of these Terms and Conditions of Purchase. In addition, the supplier must inform us of the use and names of subcontractors before placing an order.

If the technical data provided to the supplier is incomplete, ambiguous, or contradictory, the supplier is obliged to request missing documents or to request a written correction of the order. If the technical data provided refers to other technical data that has not been provided, the supplier is obliged to request this from us if it is technical data that is not publicly available, or to obtain it themselves if it is generally available technical data, e.g., standards, regulations, etc. If a 2D drawing and CAD data are provided, these must be compared with each other and any deviations must be reported to us. The 2D drawing generally takes precedence over the CAD data.

We have the right at any time, after giving prior notice, to observe and audit the production of our delivery parts on the supplier's premises.

The supplier is obliged to ensure that the articles to be delivered by him meet the requirements for existing CE marking.

The supplier is obliged to comply with all specifications and reporting requirements of the REACH Regulation in its currently valid version.

4. Within the scope of § 377 HGB (German Commercial Code), we are only obliged to inspect delivered goods for visually recognizable defects and the agreed quantity.
5. In the event of strikes, business interruptions, and other cases of operational shutdowns that prevent us from accepting deliveries and services through no fault of our own, the contracting parties shall agree on a suitable alternative date; we will inform the supplier of any obstacles to acceptance in good time, if possible.

The supplier undertakes to notify us in writing (including by email) immediately upon becoming aware of any foreseeable delays in delivery, regardless of the cause.

If the supplier is in default of delivery with the provision of deliveries and services, we shall be entitled to demand 1% of the value of the part of the delivery affected by the delay in delivery for each week or part thereof, up to a maximum of 10% of the delivery value of the part of the delivery affected by the delay in delivery, as a contractual penalty. The right to exercise any additional statutory rights in the event of a delay in delivery remains unaffected.

6. The order prices agreed with us are fixed prices and include all costs, including ancillary costs, up to the agreed unloading point; delivery shall be made in accordance with the agreed delivery terms. Unless otherwise agreed, delivery shall be CIP in accordance with the applicable Incoterms.

A delivery note must be enclosed with every delivery. Goods that usually require a certificate or for which such a certificate has been agreed shall only be deemed to have been delivered in full when the certificate is available, and the absence of such a certificate shall be deemed a defect. If, in exceptional cases, a certificate documents properties that deviate from those ordered by us, we must be explicitly notified of this prior to delivery. If, in exceptional cases, we approve delivery with the deviating properties, such approval of deviation shall be deemed to have been granted on a one-time basis only.

In the case of partial deliveries, only the complete delivery entitles the supplier to issue an invoice. In the case of initial or sample deliveries, the payment term, including for one-time costs, shall only commence upon approval by us. In the case of early delivery, the payment term shall commence on the agreed delivery date.

The supplier's invoices are due without deduction within 30 days of receipt by us. If payment is made within 14 days of receipt of the invoice, we are entitled to deduct a 3% discount.

7. Retention of title by the supplier, of whatever kind, is excluded.
8. If one-time costs such as programs, tools, devices, templates, or models are agreed upon for production for us, these production facilities shall become our property upon payment of the one-time costs. They shall be stored by the supplier for us free of charge for as long as the supplier maintains production for us, but for at least 3 years from the last delivery. The supplier shall treat our property with the same care as its own.
9. If we order programs (software) for use at our premises, these shall become our property upon payment, without us having to enter into maintenance contracts or other recurring obligations. This shall also apply in the event that we initially conclude such a maintenance contract. Programs that become our property in this way may be used by us without time limitation. If such programs were created for use by us to a significant extent, the right to access, store, and modify the program shall also pass to us along with ownership.
10. The supplier provides a warranty in accordance with the statutory provisions. The duration of the liability for material defects (warranty) is determined by the statutory periods for claims for material defects, even in the case of multi-shift operation. The statute of limitations for a claim for material defects for a specific defect is suspended by a written notice of defect from us until the defect is remedied. However, this suspension ends three months after receipt of the written declaration that the defect has been remedied or that no defect exists. We will notify the supplier of defects in writing (including by email) as soon as they are discovered in the course of normal business operations.

After a deadline set by us for subsequent performance has expired without success, we shall be entitled to remedy the defects ourselves or to commission their remedy and to charge the supplier with these costs.

The supplier shall be liable for consequential damage caused by defective deliveries in the same way as a manufacturer, even if he did not manufacture the delivery himself but delivered it as a dealer.

The supplier is obliged to compensate us for all damage to such parts that we have handed over to him for processing, insofar as this is not a consequence of the processing itself.

If we or other subcontractors commissioned by us further process products delivered by the supplier and defects in the products delivered by the supplier are discovered during or after further processing or after resale, the supplier shall also be liable for compensation for the loss of added value, provided that the products are or were no longer suitable for resale, plus a flat-rate fee for our administrative expenses amounting to at least 10% of the value of the defective goods.

11. The supplier shall be liable for claims arising from the infringement of property rights in the event of contractual use of deliveries and services. The supplier shall indemnify us against all claims arising from the use of such rights. Upon delivery of copyright-protected work, we shall receive from the supplier a simple, unrestricted right of use in all types of use of the work in question.

The supplier shall indemnify us against all third-party liability claims arising from defective deliveries and services provided by the supplier.

The supplier is obliged to take out product liability insurance and to maintain it with us until all delivery and service obligations have been fulfilled, with a liability sum of at least €5 million in each individual case. The supplier is obliged to provide us with proof of product liability insurance upon request.

12. We are entitled to withdraw from the contract if the supplier suspends payments or if insolvency proceedings or out-of-court settlement proceedings are initiated in respect of the supplier's assets. However, we are also entitled to assert the rights under § 321 BGB (German Civil Code) instead of withdrawing from the contract.

Parts that we hand over for processing remain our property and must be marked as such and stored separately.

13. In the case of deliveries, the risk is transferred to us when the goods are handed over at our factory.

1. If one of the provisions of these Terms and Conditions of Purchase is invalid, the remaining provisions shall remain unaffected. The contracting parties shall agree

on a provision that considers the interests of both sides. Subsidiary agreements must be made in writing to be effective.

14. German law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, is excluded. The place of performance for all deliveries and services is our factory in Monzingen. The exclusive place of jurisdiction for all current and future claims with merchants, including bills of exchange and check claims, is the court responsible for Renzmann GmbH.

Renzmann GmbH