

Section 1 Scope, form

- (1) The General Terms and Conditions of Purchase (GTCP) apply to all deliveries and services (“Services”) as well as to all offers from suppliers (also “sellers”) to Eberhard AG (“us”). The GTCP are only valid if the seller is an entrepreneur (Section 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.
- (2) The GTCP apply in particular to contracts for the sale and/or delivery of movable goods (“goods”), regardless of whether the seller manufactures the goods himself or purchases them from suppliers (Sections 433, 650 BGB).
- (3) Unless otherwise agreed, the GTCP in the version valid at the time of our order, at least in the version last communicated to the seller in text form, shall also apply to similar future contracts, without us having to agree on them again or refer to them again in each individual case.
- (4) These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement applies in any case, in particular if we unconditionally accept the seller's services in knowledge of the seller's terms and conditions or refer to correspondence or documents containing or referring to such additional or different terms and conditions.
- (5) Individual agreements made with the seller on a case-by-case basis (including ancillary agreements, additions and amendments) shall in any case take precedence over these GTCP. Subject to evidence to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.
- (6) Legally relevant declarations and notifications by the seller in relation to the contract, in particular setting a deadline, reminder or withdrawal, must be submitted in writing. Statutory formal requirements remain unaffected.

Section 2 Conclusion of contract and confidentiality

- (1) Our order is considered binding at the earliest upon placement or confirmation in text form. The seller must inform us of obvious errors, in particular typographical

and calculation errors, and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance.

- (2) The seller is obliged to confirm our order in writing within a period of three working days or, in particular, to execute it unconditionally by carrying out the delivery or service (acceptance).
- (3) Late acceptance is considered a new offer and requires acceptance by us.
- (4) We reserve all ownership and copyright rights to orders, as well as to technical documentation, records and other materials that we provide to the seller. Such materials may not be reproduced or made available to third parties unless this is necessary for the initiation or fulfilment of the respective contract. They may only be used for the purposes of doing business with us. The seller will also return these materials to us without prompting if they are no longer needed in the ordinary course of business or if no contract is concluded with us. Copies must be destroyed, unless they have been made on the basis of legally prescribed documentation obligations or within the framework of normal data backup.
- (5) The seller will treat all information about us and the business relationship confidentially and will only use it for the performance of contracts with us. This does not apply to information that is publicly available or becomes publicly available through no fault of the seller, or to the extent that the seller is obliged by law to disclose the information. The seller also obliges subcontractors and suppliers to comply with these obligations.

Section 3 Delivery period and delay in delivery

- (1) The delivery period specified by us in the order is binding. If the delivery period has not been specified in the order and has not been otherwise agreed, it will be two weeks from the conclusion of the contract. The seller is obliged to inform us immediately in writing if it is unlikely to be able to meet agreed delivery times – for whatever reason. Legal consequences of delays under law or contract remain unaffected.
- (2) If the seller does not perform its service or does not provide it within the agreed delivery time, or if it is in default, our rights – in particular to withdrawal and compensation for damages – are determined by the statutory provisions. The provisions in para. (4) remain unaffected.
- (3) Early services as well as partial services require our prior written consent.

- (4) If the seller is in default, we can – in addition to further statutory claims – demand a contractual penalty in the amount of 1% of the net price of the delayed service for each calendar week or part thereof, but not more than 5% of the net price of the entire service in total. The contractual penalty is offset against a claim for damages. We reserve the right to assert a higher loss.
- (5) The assignment of any rights or obligations of the seller arising from contracts with us requires prior written consent. In the case of monetary claims, we are entitled to continue to pay the seller with a discharging effect in accordance with Section 354a HGB [German Commercial Code].

Section 4 Performance, delivery, transfer of risk, acceptance default

- (1) The seller is not entitled to have the service owed by him, in particular subcontractors, performed by third parties, without our prior written consent. The seller bears the procurement risk for its services, unless otherwise agreed in the individual case (e.g. limitation to stock).
- (2) The delivery shall take place in accordance with Incoterms 2020 DDP to the location specified in the order. If no destination is specified or agreed, delivery must be made to our place of business in Schlierbach. The respective destination is also the place of performance for the delivery and any supplementary performance.
- (3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and number) and our order ID (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment.
- (4) The risk of accidental loss and accidental deterioration of the deliveries passes to us upon delivery at the place of performance. Insofar as acceptance or work performance has been agreed, acceptance shall be decisive for the transfer of risk. A formal record must be drawn up about an acceptance. The use of works or objects on which the seller has performed work is not considered acceptance.
- (5) The statutory provisions apply to the occurrence of our acceptance default. However, the seller must also expressly offer us its service if a specific or determinable calendar time has been agreed for an action or cooperation on our part, including the provision of material. If the contract concerns an unacceptable item to be manufactured by the seller (one-off production), the seller is only entitled to further rights if we undertake to cooperate and are responsible for the failure to cooperate.

Section 5 Prices and payment terms

- (1) The price specified in the order is binding. All prices include statutory sales tax, unless this is stated separately.
- (2) Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the seller, in particular, assembly and installation, as well as all ancillary costs. At our request, the seller will take back packaging material at its own expense.
- (3) The agreed price is due for payment 30 calendar days from the date of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice. The payment is considered to have been made on the day we send money or our electronic transfer order is received by our bank.
- (4) We do not owe any interest on maturity. We will not be in default of payment without a reminder. In the event of late payment, we owe default interest at a rate of five percentage points above the base interest rate.
- (5) We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. We are also entitled to withhold payments due as long as we are still entitled to claims against the seller for incomplete or defective deliveries or services.
- (6) The seller has a right of set-off or retention only on the basis of legally established or undisputed counterclaims.
- (7) If anti-competitive conduct on the part of the seller is determined in a market relevant to the delivery or service at the time of concluding a contract with us or during its initiation, in particular, participation in price agreements, market sharing, bid agreements or exchange of information in violation of antitrust law, the seller shall pay us lump-sum damages in the amount of 15% of the settlement amount of this contract. We reserve the right to assert further damages, while the seller reserves the right to prove lower damages.

Section 6 Confidentiality and retention of title

- (1) Items that belong to our customers or to us, in particular, drawings, test kits, materials, models or tools, software and intermediate products, and which we provide to the seller for the provision of its service, always remain our customers' or our property. If the seller manufactures such items for separately calculated remuneration, it transfers their ownership to us. Provisions under this paragraph may only be used for the fulfilment of contracts with us.

- (2) The seller clearly marks supplies as the property of others and keeps them separate from its own belongings with the duty of care of a prudent businessman. It maintains insurance cover against loss, theft and deterioration of supplies in the amount of the replacement value.
- (3) The transfer of ownership of objects to us must be carried out unconditionally and regardless of the payment of the price. However, if we accept an offer of transfer of ownership by the seller in an individual case that is conditional on the payment of the purchase price, the seller's retention of title expires at the latest upon payment of the price for the respective delivered items. In the ordinary course of business, we are authorised to resell such items and assign claims from the resale to the seller, to the extent that they are attributable to items that are subject to retention of title.

Section 7 Deficient delivery

- (1) The following provisions apply to our rights in the event of material defects and defects of title of deliveries and services and in the event of other breaches of duty by the seller. Our statutory retention duties remain unaffected.
 - (2) The seller guarantees that all delivery items have no material defects within the meaning of Section 434 BGB when the risk is transferred to us. In particular, those product descriptions that are the subject of the respective contract – in particular by designation or reference in our order – or have been incorporated into the contract in the same way as these GTCP, shall be deemed to be an agreement on the quality. It makes no difference whether the product description comes from us, the seller or the manufacturer.
 - (3) The seller warrants that its deliveries and services, as well as their use, do not infringe any industrial property rights of third parties in the European Economic Area, in Switzerland or in the USA and China. Upon request, the seller will disclose to us which of its own industrial property rights or third-party property rights it uses under licence, whether published or unpublished proprietary rights. It indemnifies us from all claims by third parties due to the infringement of industrial property rights and intellectual property, unless it is not at fault. This paragraph does not apply if the seller provides deliveries or services on the basis of our instructions or specifications and did not know or should not have known that the production or service provision infringes the industrial property rights of third parties. The seller's statutory warranty for defects of title remains unaffected.
- (4) We are not obliged to inspect the goods or make special enquiries about any defects when concluding the contract. We are also entitled to claims for defects if a defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
 - (5) The statutory provisions (Sections 377, 381 HGB) apply to the commercial inspection and notification obligation with the following proviso: Our duty to inspect is limited to defects that come to light during external inspection and examination of the delivery documents or are identifiable on the basis of random samples. In any case, our complaint (notification of defects) is deemed to be immediate and timely if it is sent within 5 working days of delivery or discovery of the defect.
 - (6) Supplementary performance also includes the removal of defective items and the reinstallation of the items delivered as replacements, provided that these items are installed in other items or attached to other items in accordance with their nature and intended use; our statutory claim to reimbursement of expenses for supplementary performance remains unaffected.
 - (7) The seller shall bear the expenses necessary for the purpose of inspection and supplementary performance, even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified demand for the remedy of defects remains unaffected; in this respect, however, we are only liable if we have recognised or grossly negligently failed to recognise that there was no defect.
 - (8) If the seller fails to comply with its obligation of supplementary performance – at our discretion, by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this purpose or a corresponding advance from the seller. If the supplementary performance by the seller has failed or is unreasonable for us, in particular due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage, there is no need to set a deadline; we will inform the seller of the remedy of the defect and the circumstances immediately, if possible in advance.

Section 8 Supplier recourse

- (1) In addition to the claims for defects, we are entitled without restriction to our statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB). In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement delivery) from the seller that we owe to our customer in the individual

case. Our statutory right of choice (Section 439 para. 1 BGB) is not restricted by this.

- (2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 445a para. 1, 439 para. 2 and 3 BGB), we will inform the seller and set a reasonable deadline for commenting. Subject to a timely statement by the seller, the supplementary performance provided by us shall be deemed to be owed to our customer in case of doubt.
- (3) Our claims for supplier recourse also exist if defective items have been incorporated into, connected to, or processed into another item.

Section 9 Producer liability, insurance

- (1) If the seller is responsible for product damage, it must indemnify us against claims by third parties to the extent that the cause is in its sphere of control and organisation and it is liable in the external relationship.
- (2) As part of its indemnification obligation, the seller must reimburse expenses in accordance with Sections 683, 670 BGB that result from or in connection with a claim against third parties, including recalls carried out by us. We will inform the seller about the content and scope of recall measures – as far as possible and reasonable – and give it the opportunity to comment. Further statutory claims remain unaffected.
- (3) The seller must take out and maintain business and product liability insurance with a lump-sum coverage of at least EUR 2 million for each claim.

Section 10 Limitation period

- (1) The reciprocal claims of the seller and us shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
- (2) By way of derogation from Section 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If an acceptance inspection has been agreed or the seller owes a work service, the limitation period begins with acceptance. The 3-year limitation period also applies accordingly to claims based on defects of title. The statutory limitation period for claims in rem by third parties (Section 438 para. 1 no. 1 BGB) remains unaffected.
- (3) In addition, claims based on defects of title shall not become time-barred in any case as long as the third party can still assert the right against us – in particular due to the lack of a limitation period.
- (4) The limitation periods of the law on sales or contracts for work and services, including the above extension,

apply to all contractual claims for defects to the extent required by law. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) applies, unless the application of the limitation periods of the sales law leads to a longer limitation period in the individual case.

Section 11 Choice of law and legal jurisdiction

- (1) The law of the Federal Republic of Germany shall apply to these GTCP and the contractual relationship between us and the seller, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) If the seller is a trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is our registered office in 73278 Schlierbach, Germany. The same applies in the cases referred to in Section 38.2 and Section 38.3 no. 2 ZPO [German Code of Civil Procedure]. However, in the case of sentence 1, we are also entitled to bring an action at the place of performance of the service or at the seller's general place of jurisdiction. Exclusive jurisdictions remain unaffected.

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