

## General Terms and Conditions of Purchase (GTCP) of GEWO Feinmechanik GmbH & Co. KG

### Section 1 – Scope of application, written form, precedence

#### 1.1. Scope of application

These General Terms and Conditions of Purchase (hereinafter referred to as “GTCP”) apply to all contracts for the delivery of goods, the rendering of services or work performance and the provision of other deliverables (hereinafter referred to as “Supplies and Services”) by suppliers, contractors or service providers (each hereinafter referred to as “Supplier”) to GEWO Feinmechanik GmbH & Co. KG (hereinafter referred to as “GEWO”). They apply exclusively; any differing, conflicting or supplementary general terms and conditions of the Supplier do not apply, even if GEWO does not explicitly object to them or accepts delivery without reservation. Conflicting terms and conditions only become part of the contract if GEWO has expressly agreed to their application in writing.

#### 1.2. Precedence of individual agreements

Agreements negotiated in individual cases, in particular master agreements, individual agreements or written supplementary agreements, take precedence over these Terms and Conditions of Purchase. To ensure transparency, such individual agreements must always be documented in writing.

#### 1.3. Written form / text form

Any agreements, ancillary agreements, and amendments must be in writing. This also includes text form (e.g. email, fax, EDI), except as otherwise explicitly agreed. The mere electronic transmission of a signature (scan, PDF) is sufficient, unless a stricter form (e.g. electronic signature in accordance with the eIDAS Regulation) is required by law.

#### 1.4. Electronic communication and EDI

Orders may also be transmitted electronically (e.g. via email, ERP interfaces, EDI systems). The Supplier must ensure that it has the required technical equipment and resources to receive electronic orders correctly. Electronic orders are legally binding. The Supplier must report transmission errors without delay.

#### 1.5. Contracting parties / disclosure to third parties

These Terms and Conditions of Purchase apply exclusively between GEWO and the Supplier concerned. The subcontracting of any orders or essential parts thereof to sub-suppliers or subcontractors requires the prior written consent of GEWO. In any event, the Supplier remains fully responsible for the actions of its subcontractors.

#### 1.6. Inclusion of future contracts

These Terms and Conditions of Purchase also apply to all future Supplies and Services provided by the Supplier to GEWO without the need for further explicit reference.

#### 1.7. Primacy of the law

Where these Terms and Conditions of Purchase do not contain an explicit provision, the statutory provisions apply. Deviations in favour of the Supplier (e.g., restrictions on GEWO's statutory warranty rights, liability claims, or rights of set-off) are excluded unless GEWO has expressly agreed to them in writing.

### Section 2 – Conclusion of contract, acceptance of orders, withdrawal

#### 2.1 Conclusion of contract

A contract between GEWO and the Supplier is only concluded if GEWO places a written order (including electronic order formats such as email, ERP interfaces, EDI systems) and the Supplier explicitly accepts this order in writing (e.g. by confirming the order). Silence upon an order or actual delivery without prior acceptance is not deemed to constitute conclusion of a contract.

#### 2.2 Time limit for acceptance of an order

The Supplier is obliged to confirm any orders from GEWO in writing within 5 working days of receipt of the order. If no confirmation is received within this period, GEWO is entitled to cancel the order free of charge or to make other arrangements.

#### 2.3 Discrepancies in order confirmations

Any deviations, additions or changes to an order are only effective if GEWO has explicitly given its advance written consent to them. If the order confirmation differs from the order, this shall be deemed to be a new offer by the Supplier. Silence on the part of GEWO does not constitute consent.

#### 2.4 Right of withdrawal from the contract in the event of non-acceptance

If the Supplier does not accept an order within the specified period, GEWO may withdraw from the contract without this giving rise to any claims against GEWO.

#### 2.5 Right of withdrawal from the contract in the event of a breach of duty

GEWO is entitled to withdraw from the contract in whole or in part if:

- the Supplier breaches essential contractual obligations,
- the Supplier ceases performance or files for insolvency,
- the fulfilment of the contract is expected to be jeopardised by the Supplier's economic difficulties,
- delivery is not made within a reasonable extension period set by GEWO,
- export restrictions or legal regulations permanently prevent the performance of the contract.

#### 2.6 Form of withdrawal and termination

Notices of withdrawal or termination must be submitted in writing. They may also be submitted by fax or email, provided that the identity of the party giving notice is clearly recognisable.

#### 2.7 Procurement of replacement in the event of withdrawal from the contract

If GEWO withdraws from the contract, GEWO is entitled to procure replacement supplies or services from third parties. Additional costs are borne by the Supplier if the latter is responsible for the breach of duty.

#### 2.8 Master agreements and blanket purchase agreements

In the case of master agreements or blanket purchase agreements, the contract is concluded upon signing the master agreement; the details regarding quantity, delivery date and price are specified in call-off orders. The Supplier is obliged to carry out such call-off orders within the agreed periods of time and subject to the agreed terms.

### Section 3 – Delivery time, partial delivery, force majeure

#### 3.1 Binding nature of delivery dates

The delivery dates specified in any order or contract are binding and are deemed to be fixed dates within the meaning of section 376 of the German Commercial Code (HGB), unless expressly agreed otherwise. The Supplier undertakes to deliver to GEWO in good time so that the shipment is available in full at the destination by the specified date.

#### 3.2 Obligation to report delays

If and when the Supplier realises that any agreed date or schedule cannot be met, it is obliged to notify GEWO without delay – at the latest within 24 hours of becoming aware of this – of the reasons for and the expected duration of the delay. Failure to provide this notification constitutes grounds for liability for damages regardless of fault.

#### 3.3 Delay in delivery

In the event of default on the part of the Supplier, GEWO is entitled to the statutory claims. In particular, after the expiry of a reasonable extension period without result, GEWO is entitled to:

- claim damages instead of performance,
- procure a replacement from third parties at the Supplier's expense,
- withdraw from the contract in whole or in part.

#### 3.4 Right of cancellation before the start of production or release for dispatch

GEWO is entitled to cancel orders in whole or in part until the start of production or – in the case of series-production goods or traded goods – until release for dispatch, without this giving rise to any claims for remuneration or damages on the part of the Supplier.

The start of production is deemed to be the point in time at which the Supplier demonstrably begins processing the material or manufacturing the product.

Materials already procured or scheduled which can be proven not to be usable otherwise or cancellable shall be reimbursed by GEWO only upon presentation of suitable evidence of the actual cost price incurred. A claim only exists if these expenses are directly attributable to the cancelled order and were unavoidable or irreversible at the time of cancellation.

If cancellation is made after the start of production but before delivery, the Supplier's claim shall be limited to such Supplies and Services which can be proven to have been provided and to be utilisable; further claims for damages are excluded.

#### 3.5 Penalty for delayed delivery (standard cases)

If the Supplier fails to deliver goods on time and is responsible for such failure, GEWO shall be entitled to demand a penalty. This penalty is 0.2% of the net value of each delivery or partial delivery concerned for each calendar week or part of a calendar day of delay, but no more than 5% of the net value of this delivery or partial delivery.

The relevant reference value is the actual value of the delivery or partial delivery concerned which is to be remunerated. The penalty is payable as of the agreed delivery date.

The right to claim further damages is reserved; any penalty imposed is set off against this. GEWO expressly reserves the right to claim the penalty; the reservation may be declared until the final invoice is issued or within 30 days of receipt of the goods.

The total amount of all penalties arising from an order must not exceed 5% of the net order value. Section 343 of the German Civil Code (BGB) (Reduction of the penalty) remains unaffected.

Penalties under clauses 3.5 and 3.6 are not applied on a cumulative basis. The applicable penalty is the higher of the two. Simultaneous assertion of both contractual penalties for the same delay is excluded.

#### 3.6 Penalties regarding critical project milestones

For Supplies and Services that are expressly designated in the order, contract or project plans as critical to the project, customer-relevant or subject to a deadline, the Supplier owes a penalty in the event of a delay for which the Supplier is responsible.

This penalty is 0.2% of the net value of the scope of delivery or services concerned by the relevant milestone for each calendar day or part of a calendar week of delay, but no more than 5% of the net value of the said scope of delivery or services.

The relevant reference value is the actual value of the milestone concerned which is to be remunerated. The penalty is payable as of the agreed date of the relevant milestone.

The right to claim further damages is reserved; any penalty imposed is set off against this. GEWO expressly reserves the right to claim the penalty; the reservation may be declared until the acceptance inspection for the milestone or within 30 days of its completion.

The total amount of all contractual penalties arising from the project or order concerned must not exceed 5% of the net order value. Section 343 of the German Civil Code (BGB) (Reduction of the penalty) remains unaffected.

Penalties under clauses 3.5 and 3.6 are not applied on a cumulative basis. The applicable penalty is the higher of the two. Simultaneous assertion of both contractual penalties for the same delay is excluded.

#### 3.7 Partial deliveries and excess/short deliveries

Partial deliveries are only permitted if GEWO has explicitly agreed to them in advance in text form. The Supplier has no claim for acceptance or payment for partial deliveries.

Excess or short deliveries are generally impermissible. Any deviations from the quantity ordered require GEWO's prior written consent. Unless a specific tolerance is stated in the order, the quantity ordered is considered to be binding and fixed.

If GEWO accepts excess or short deliveries in exceptional cases, billing shall be based exclusively on the quantity actually accepted and confirmed by GEWO. Any quantities exceeding this are deemed

not to have been ordered and do not justify any claim for remuneration unless GEWO has expressly confirmed their acceptance in writing.

### 3.8 Force Majeure

Cases of force majeure (e.g., natural disasters, war, pandemics, strikes, official orders, major operational disruptions at GEWO or its suppliers) release the affected contracting party from its performance obligations for the duration and to the extent of the effects.

The affected party is obliged to inform the other party immediately of the occurrence and the expected duration, as well as the measures taken to limit the damage.

If the disruption continues for more than 30 calendar days, GEWO is entitled to withdraw from the contract in whole or in part.

GEWO's payment obligations remain unaffected by force majeure.

## Section 4 – Packaging, dispatch, labelling, documents

### 4.1 Packaging requirements

The Supplier is obliged to package the goods in such a manner that they are protected from damage, soiling, contamination and the influence of weather conditions during transport, reloading and storage. The packaging must comply with the applicable legal regulations (in particular the German Packaging Act (Verpackungsgesetz) and hazardous materials regulations) as well as industry standards.

### 4.2 Sustainability; return and take-back

The Supplier undertakes, as far as technically and economically possible, to use environmentally friendly packaging materials and to comply with the provisions of the Packaging Act. Packaging must be taken back or collected free of charge at GEWO's request.

### 4.3 Shipping and delivery terms

Deliveries are generally made DAP (Delivered at Place as per Incoterms as amended), including all transport costs, insurance and unloading to the agreed location. Any deviations from this require express written agreement.

### 4.4 Labelling requirements

The Supplier must label each delivery clearly and permanently. In particular, the following must be included:

- GEWO order number,
- Supplier number,
- article number and description,
- batch/serial number,
- country of origin,
- for hazardous materials: all legally required information, labels and hazard symbols.

### 4.5 Accompanying and transport documents

Appropriate accompanying documents (delivery note, consignment note, certificates of origin and customs documents, if applicable) must be enclosed with each delivery. These must contain all the information necessary to identify the delivery and link it to the order. If any required documents are missing or incorrect, the time allowed for payment shall be extended until all documents have been submitted in full.

### 4.6 Passing of risks

The transfer of risk only occurs upon proper delivery of the goods to the place of performance or destination specified by GEWO. For deliveries in accordance with Incoterms (e.g. DAP or DDP), the Supplier bears all risks until unloading at the designated location.

If an acceptance inspection is planned, the risk shall only pass upon successful acceptance. Any deviating provision only applies if it has been explicitly agreed in writing between the parties.

### 4.7 Refusal of acceptance

GEWO is entitled to reject deliveries or store them at the Supplier's expense and risk if:

- the packaging or labelling does not comply with the applicable rules,
- accompanying documents are missing or incorrect,
- the delivery is incomplete or not made on the agreed date.

## Section 5 – Pricing and terms of payment

### 5.1 Pricing

The prices stated in the order are fixed prices. They apply for the full duration of the contract and include all ancillary services and costs incurred by the Supplier, in particular for packaging, transport, insurance, unloading and all other ancillary costs up to the named destination (DAP in accordance with Incoterms in their current version).

### 5.2 Price maintenance

The price stated in the order is binding and cannot be adjusted unilaterally. Subsequent price changes – for whatever reason – are excluded, unless GEWO expressly agrees to them in writing in an individual case.

### 5.3 Taxes and duties

Prices are net, plus the applicable statutory value added tax, if it is payable. All customs duties, levies and other taxes incurred in the country of origin of the goods are borne by the Supplier.

### 5.4 Terms of payment

Except where explicitly agreed otherwise, payments by GEWO are made after proper receipt of a verifiable invoice and complete delivery free of defects:

- within 14 days with a 2% cash discount, or
- within 60 days net.

### 5.5 Invoicing requirements

The contractor is obliged to issue an invoice to the client after providing Supplies and Services under the contract. This invoice must comply with the requirements of section 14 (4) of the German Value Added Tax Act (UStG). In particular, the invoice must include the following information:

- The full name and full address of the business providing the goods or services and the recipient of the goods or services.
- The tax registration number issued to the business providing the goods or services by the tax office or the VAT identification number issued to it by the national tax authority.
- The issue date of the invoice.
- A sequential number (invoice number) to identify the invoice.
- The quantity and type (customary commercial designation) of the items delivered or the scope and type of the service provided.
- The time of delivery or other performance.
- The remuneration for the delivery or service, broken down by tax rates, as well as any reduction in remuneration agreed in advance.
- The applicable tax rate and the amount of tax payable on the remuneration.
- In the case of a credit invoice in accordance with section 14b (1) sentence 5 of the German Value Added Tax Act (UStG), a reference to the obligation of the recipient of the delivery or service to retain the document.
- In cases where the invoice is issued by the contractor or an authorised third party in accordance with section 14 (2) sentence 2 German Value Added Tax Act (UStG), the term "credit note".

The invoice should preferably be sent electronically in ZUGFeRD format (i.e. in compliance with European Standard EN 16931) to [invoice@gewo.net](mailto:invoice@gewo.net).

Invoices that do not meet the requirements of Section 14 (4) of the German Value Added Tax Act (UStG) or contain incorrect or incomplete information will be rejected by the client. Such rejection suspends the time allowed for payment until a duly corrected invoice is received. A late payment due to an incorrect invoice does not constitute a default of payment on the part of the client.

## Section 6 – Acceptance, inspection obligations, notification of defects

### 6.1 Acceptance

Unless expressly agreed otherwise, the supply or service concerned shall only be accepted after complete, defect-free delivery to the destination and successful inspection by GEWO. Mere receipt or payment does not constitute acceptance.

### 6.2 GEWO's inspection obligations

GEWO will carry out a random inspection of the goods upon receipt. The inspection is limited to any externally visible damage, the identity and quantity of the goods delivered. Further inspection is carried out as part of the related production or usage processes.

### 6.3 Notification of defects

GEWO reports any obvious defects in writing within 14 calendar days of delivery. Hidden defects may be reported within 14 calendar days of detection. The Supplier expressly waives the objection of late notification of defects in accordance with section 377 of the German Commercial Code (HGB) provided that GEWO complies with the aforementioned deadlines.

### 6.4 Consequences of notification of defects

If a defect is found, GEWO is entitled to:

- refuse to accept the delivery in whole or in part,
- return the defective goods at the Supplier's expense and risk,
- store or destroy the defective goods if this is necessary to prevent damage,
- repair the defective delivery or have it repaired at the Supplier's expense to ensure production capability.

### 6.5 Withholding right

Until the defects have been completely and properly rectified, GEWO is entitled to withhold payment – even for goods that have already been delivered and are free of defects – as appropriate.

### 6.6 Preservation of evidence

GEWO is entitled to take photographs of any defects found, to draw up inspection or test reports or other documentation, and to use these as evidence in relation to the Supplier.

### 6.7 Legal consequences

The assertion of statutory warranty claims remains unaffected. The rights set out in this Section are in addition to the statutory claims.

## Section 7 – Warranty, subsequent performance, right to remedy the defect itself

### 7.1 General warranty obligation

The Supplier warrants that all Supplies and Services provided comply with the contractually agreed specifications, the recognised rules of technology, the relevant standards (in particular DIN/EN/ISO) and all legal provisions, and are free from material defects and defects of title.

### 7.2 Warranty period

The warranty period is 36 months from delivery or, as the case may be, acceptance of the service, unless a longer period is stipulated by law or contract.

In the case of work performance within the meaning of sections 631 et seq. of the German Civil Code (BGB), the period commences upon acceptance; in the case of purchase contracts, it commences upon delivery of the goods.

For replacement deliveries or repairs, the warranty period for the parts or Supplies and Services concerned recommences, but not longer than five years after the initial delivery or acceptance of the complete service, provided that there is no deceit or other legal grounds for extension.

Any shortening of the limitation period or limitation of liability on the part of the Supplier is excluded.

### 7.3 Subsequent performance

In the event of defects, GEWO may, at its own choice, demand that the Supplier either repair or replace the goods.

Subsequent performance must take place without delay, at the latest within a reasonable period of time set by GEWO.

If the Supplier unjustifiably refuses to provide subsequent performance or fails to do so within the specified period, GEWO shall be entitled to its statutory rights.

#### 7.4 Right to remedy the defect itself; replacement procurement

If the Supplier fails to fulfil its obligation to effect subsequent performance or in the event of particular urgency (e.g. imminent production stoppage, delivery delay to GEWO customers), GEWO shall be entitled to remedy the defect itself or have it remedied by third parties at the Supplier's expense or to procure a replacement. In such cases, it is not necessary to set a prior time limit.

#### 7.5 Costs of subsequent performance

All costs of subsequent performance are borne by the Supplier, in particular transport, travel, labour and material costs, as well as the costs of inspecting the delivery, provided that the defect is confirmed. This also applies if the goods have been taken to a location other than the place of performance (known as the "place of use rule").

#### 7.6 Defects of title

The Supplier warrants that the delivery and use of the goods will not infringe any third-party rights, in particular industrial property rights (patents, trademarks, designs, copyrights). If a third party asserts claims against GEWO for this reason, the Supplier shall indemnify GEWO against all claims, including the necessary legal defence costs.

#### 7.7 Damages

GEWO's right to assert claims for damages remains unaffected. Any agreed contractual penalty (e.g. in accordance with Section 3) is set off against any claims for damages.

#### 7.8 Exclusion of restrictions

Any reduction in statutory warranty rights or limitation of the Supplier's liability is excluded.

## Section 8 – Retention of title, goods provided, cooperation

### 8.1 Retention of title by the Supplier

Any retention of title declared by the Supplier applies only as a simple retention of title until full payment has been made for the goods delivered in each case. Extended or prolonged retention of title, in particular any advance assignment of future receivables of the Supplier against third parties or any combination of retention of title with receivables from different deliveries, are not recognised.

### 8.2 Ownership of goods provided

Items provided to the Supplier by GEWO (e.g. raw materials, semi-finished products, drawings, models, tools, testing equipment, software, data, licences) ("Goods Provided") remain the property of GEWO. Goods Provided may only be used to fulfil the order.

### 8.3 Separate storage of Goods Provided

The contractor undertakes to store such Goods Provided separately from other goods, materials or assets and to label them as the property of the client.

The contractor must store any Goods Provided in accordance with appropriate storage and safety regulations. Losses, damage or unauthorised mixing with other goods must be reported to the client immediately.

The contractor undertakes to draw up an up-to-date list of all Goods Provided by the client at least once per year. The list must contain a unique identification and the location of the individual items. At the client's request, the latest list must be sent to the client without delay.

### 8.4 Processing and transformation

Any processing or transformation of Goods Provided by the Supplier is carried out on behalf of GEWO. GEWO immediately acquires ownership of the new or transformed items; if they are processed with other materials not belonging to GEWO, GEWO acquires co-ownership in proportion to the value of the Goods Provided to the other materials at the time of processing.

### 8.5 Return of Goods Provided

Goods Provided must be returned to GEWO immediately after completion of the order, complete and in proper condition, unless they have been used as intended. The Supplier has no right of retention.

### 8.6 Protection and insurance

The Supplier is obliged to insure Goods Provided at its own expense adequately against fire, water, theft and other risks, to treat them with care and to provide proof of insurance cover at GEWO's request.

Any maintenance or repair work on Goods Provided must only be carried out with the explicit consent of GEWO.

### 8.7 Duties to cooperate

The Supplier is obliged to inform GEWO without delay in writing if the Goods Provided or products manufactured from them are jeopardised by measures taken by third parties (e.g. seizure, confiscation, insolvency). The Supplier must take all measures at its own expense to protect and defend GEWO's property.

### 8.8 Secrecy with regard to the provision of goods

All documents, data and information made available in connection with provisions of goods must be treated as confidential. They must not be reproduced, passed on or used for other purposes without the prior written consent of GEWO.

## Section 9 – Industrial property rights, secrecy, data protection

### 9.1 Supplier's industrial property rights

The Supplier guarantees that the delivery and intended use of items under the contract do not infringe any third-party rights, in particular patents, utility models, trademarks, designs, copyrights or other property rights.

If a third party asserts claims against GEWO for this reason, the Supplier must indemnify GEWO against all claims on first demand and bear all necessary costs of legal defence (including court and lawyers' fees).

### 9.2 Cooperation in legal defence

The Supplier is obliged to provide GEWO with comprehensive support in defending against third-party claims, to provide all necessary information and to procure a replacement or a licence for GEWO at its own expense if the use of the delivery is impaired by third-party property rights.

### 9.3 Obligation of secrecy

All business, technical or other confidential information belonging to GEWO that becomes known in the course of the business relationship must be treated as strictly confidential by the Supplier, also beyond the term of the contract.

Confidential information may only be used for the performance of the contract and must not be disclosed to third parties without the prior written consent of GEWO.

### 9.4 Protection of confidential documents and data

Any drawings, plans, models, tools, software, data and other documents created by the Supplier or provided by GEWO remain the property of GEWO. They must be surrendered upon request at any time and may only be used for the purpose of contract performance.

### 9.5 Duration of secrecy

The obligation of secrecy shall remain in force for at least five years after termination of a contractual relationship. The obligation of secrecy applies for an indefinite period of time to information that is recognisable as trade or business secrets.

### 9.6 Data protection

If and to the extent that personal data is processed as part of the business relationship, the Supplier undertakes to comply with the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

The Supplier may only process personal data for the purpose of contract performance. Disclosure to third parties is only permitted with the prior written consent of GEWO or on the basis of legal obligations.

The Supplier must take appropriate technical and organisational measures (TOMs) to ensure the security of data processing in accordance with Art. 32 GDPR and must provide evidence of this at GEWO's request.

If processing on behalf of the controller within the meaning of Art. 28 GDPR is carried out, a separate data processing agreement (DPA) must be concluded with GEWO before processing begins. GEWO provides a standard sample for this purpose if required.

Upon termination of the agreement, the Supplier is obliged to return all personal data, confidential information and data carriers to GEWO or – if GEWO so requests – to delete them properly, provided that there are no legal retention obligations which prohibit deletion.

Deletion must be confirmed in writing.

### 9.7 Security of information

The Supplier undertakes to ensure and maintain a state-of-the-art level of information security. In particular, the Supplier must:

- implement appropriate technical and organisational measures (e.g. access control, encryption, data backup, logging),
- provide evidence such as an ISO 27001 certificate, ISMS documentation or equivalent documents upon request,
- ensure that subcontractors with access to GEWO data are subject to the same security requirements.

If a breach of personal or confidential data protection occurs, the Supplier must inform GEWO immediately, within 24 hours at the latest, and provide all information necessary for clarification and damage limitation.

Upon termination of the contractual relationship, the Supplier is obliged to return all confidential information, documents, data carriers and copies thereof to GEWO or – at GEWO's request – to destroy or delete them completely. Proper deletion must be confirmed in writing.

## Section 10 – Product liability, insurance, duty to monitor

### 10.1 Supplier's product liability

The Supplier is liable in accordance with the statutory provisions for any damage caused by faulty or defective Supplies and Services. This includes, in particular, damage resulting from injury to life, limb or health, property damage and other financial losses.

### 10.2 Exemption obligation

If a claim is made against GEWO by a third party on the basis of product liability, manufacturer's liability or other regulations due to a product supplied by the Supplier, the Supplier is obliged to indemnify GEWO in full on first demand and to bear all costs incurred (including court and lawyers' fees and the costs of recall campaigns), insofar as the cause lies within the Supplier's area of responsibility.

### 10.3 Insurance obligation

The Supplier is obliged to take out adequate product liability insurance at its own expense and to maintain this insurance throughout the entire term of the contract.

- The sum insured must be at least EUR 10 million per claim for personal injury and property damage.
- The insurance cover must also include recall costs.
- Upon request, the Supplier must provide GEWO with a current confirmation of insurance.

### 10.4 Product and safety information

The Supplier ensures that all necessary operating, maintenance and safety instructions are enclosed to its deliveries in German (and in English if required).

### 10.5 Product monitoring obligation

The Supplier undertakes to continuously monitor the products it has delivered on the market even after delivery and to report any risks to GEWO without delay ("product monitoring"). If the Supplier recognises that its products may pose a risk, it must inform GEWO immediately in writing and initiate appropriate measures (e.g. recall, warnings) in consultation with GEWO.

#### 10.6 Recall campaigns

In the event of product recalls or similar safety-relevant measures, the Supplier is obliged to actively support GEWO and bear all associated costs – including information campaigns, transport, storage and destruction – insofar as the cause lies within the Supplier's area of responsibility.

#### 10.7 Recourse claims

Without prejudice to further claims, GEWO reserves the right to assert recourse against the Supplier in accordance with sections 478 and 445a of the German Civil Code (BGB) in the event of damage or recalls.

#### 10.8 Copy-exact obligation

Unless expressly agreed otherwise in the order or in the associated specifications, the copy-exact obligation applies to all Supplies and Services.

The Supplier undertakes to perform the work or service exactly in accordance with the reference status approved by GEWO (design, material, manufacturing process, inspection and testing procedures, manufacturing location and subcontractor structure) in all technical, organisational and material aspects.

Any deviation from this – including changes to material, drawing, manufacturing method, tooling, inspection or testing procedure, production line, location or subcontractor – requires the prior written consent of GEWO before implementation. This also applies if the Supplier is of the opinion that the change does not affect the function, quality or design.

The Supplier is obliged to inform all subcontractors and manufacturing units involved of this obligation in writing and to ensure that they comply with it. Breaches of this obligation are deemed to be a material breach of contract and entitle GEWO to withdraw from the contract or terminate the contract for cause and to claim damages.

### Section 11 – Compliance with laws, standards, export controls

#### 11.1 General compliance with laws and standards

The Supplier is obliged to comply with all relevant legal provisions, official requirements, EU regulations, international standards and generally accepted rules of technology when providing its Supplies and Services. This includes, in particular, legislation on product safety, occupational health and safety, environmental protection, hazardous substances and hazardous materials, the Machinery Directive, and industry-specific standards (e.g. DIN, EN, ISO).

#### 11.2 REACH, RoHS and other substance regulations

The Supplier undertakes to comply with the requirements of Regulation (EC) No. 1907/2006 (REACH Regulation) and Directive 2011/65/EU (RoHS Directive), each as amended. At GEWO's request, the Supplier must immediately provide written information about the substances or materials contained and, if applicable, submit safety data sheets.

#### 11.3 German Supply Chain Due Diligence Act (LkSG)

The Supplier undertakes to comply with due diligence obligations relating to human rights and the environment in accordance with the German Supply Chain Due Diligence Act (LkSG) in its business activities. It undertakes to actively support GEWO in its own LkSG compliance, to provide any required information and, if needed, to submit evidence (e.g. audit reports, certificates).

#### 11.4 Export controls and sanctions

The Supplier is obliged to comply with all relevant regulations on export control, sanctions and embargoes of the European Union, the Federal Republic of Germany, the United Nations and, where applicable, the United States of America.

The Supplier must inform GEWO in writing prior to delivery of any licensing requirements, embargo restrictions or other delivery restrictions relating to the delivered goods, software or technologies. At GEWO's request, the Supplier must provide certificates of origin, supplier declarations and export classifications free of charge.

If the Supplier culpably violates any regulations governing exports, sanctions or other legal regulations and if claims are made against GEWO by third parties or authorities for this reason, the Supplier shall indemnify GEWO in full within the scope of its responsibility and bear all costs arising therefrom, including fines, legal and administrative costs, if and to the extent that the cause lies within the Supplier's area of responsibility or risk.

#### 11.5 Conflict minerals

For the purposes of the Supplier's deliveries of goods, the Supplier undertakes not to source any conflict minerals (in particular tin, tantalum, tungsten and gold) from sources that contribute to the financing of armed conflicts or human rights violations.

#### 11.6 Environmental and sustainability standards

The Supplier undertakes to use environmentally friendly and resource-saving processes in the manufacturing of its products and, where possible, to apply ISO 14001 or equivalent environmental management standards. GEWO is entitled to request evidence of this.

#### 11.7 Obligation to provide evidence and documentation requirement

At GEWO's request, the Supplier must submit all evidence, certificates and documentation required to prove compliance with the above provisions.

#### 11.8 Exemption obligation

If the Supplier culpably violates any legal or regulatory requirements and if claims are made against GEWO by third parties or authorities for this reason, the Supplier shall indemnify GEWO on first demand and bear all costs arising therefrom, including fines and costs of legal proceedings.

#### 11.9 Contractual penalties and sanctions

Contractual penalties, fines passed on or other sanctions imposed by a supplier against GEWO in excess of the statutory obligations only apply if GEWO has explicitly agreed to them in writing.

Any liquidated damages or disproportionate contractual penalty – in particular for breaches of export, sanction and compliance regulations – is excluded except if such damages or penalty is based on a proven intentional or grossly negligent breach of duty on the part of GEWO.

The Supplier undertakes to transparently indicate any export or sanction risks in advance and to agree on suitable preventive and assessment measures jointly with GEWO in order to avoid violations.

### Section 12 – Most-favoured-nation treatment and parity of terms and conditions

#### 12.1 Most-favoured nation treatment

The Supplier undertakes at all times to supply GEWO on terms that are at least as favourable as those granted to other comparable customers in terms of price, quality, delivery conditions or other Supplies and Services ("most-favoured-nation treatment").

If the Supplier lowers its prices during the term of the contract or improves its terms and conditions in relation to comparable customers for products, Supplies and Services or contract volumes of the same type, these terms and conditions shall automatically also apply to GEWO, provided that there are no objective factual reasons to the contrary (e.g. different purchase quantities, scope of delivery, payment terms or market influences).

#### 12.2 Parity of terms and conditions

The Supplier must not treat GEWO less favourably than other customers purchasing comparable Supplies and Services. This applies in particular to prices, discounts, bonuses, payment terms, delivery conditions, guarantee and warranty periods, and services.

#### 12.3 Duty to provide information

The Supplier is obliged to inform GEWO in writing, without having to be requested to do so and without delay, of any change in terms and conditions or any price reduction that it grants to comparable customers.

#### 12.4 Renegotiation clause

GEWO is entitled to demand an adjustment of the existing terms and conditions at any time if GEWO becomes aware that a comparable customer is receiving more favourable terms and conditions. If no mutual agreement can be reached on such adjustment, GEWO shall be entitled to withdraw from the contract or to terminate it for cause.

### Section 13 – Transfer of rights and obligations

#### 13.1 Non-assignability

The assignment of receivables owed to the Supplier by GEWO and the transfer of other rights and obligations arising from the contractual relationship require the prior written consent of GEWO.

#### 13.2 Exceptions for monetary claims

The assignment of monetary claims within the scope of a genuine factoring transaction is permissible.

#### 13.3 Subcontracting

The Supplier may only subcontract any orders or essential parts thereof to subcontractors or sub-suppliers with the prior written consent of GEWO.

In any event, the Supplier remains fully responsible for contract performance and for the conduct of its subcontractors.

#### 13.4 Duty to provide information in the event of changes

The Supplier is obliged to inform GEWO in writing without delay if its ownership or shareholding structure changes significantly or if a transfer of essential contractual rights to third parties is intended.

#### 13.5 Right of termination in case of breach

If the Supplier violates these provisions and transfers rights or obligations without consent, GEWO shall be entitled to terminate the contract for cause or to withdraw from the contract.

Further claims for damages remain unaffected.

### Section 14 – Benefits, compliance and integrity

#### 14.1 Integrity and fairness

The Supplier undertakes to conduct all business activities in connection with its cooperation with GEWO in accordance with the principles of honesty, integrity and fairness.

#### 14.2 Prohibition of preferential treatment

The Supplier undertakes not to grant GEWO employees, bodies or agents any monetary benefits (e.g. gifts, invitations, other benefits) that exceed socially appropriate occasional gifts or business meals within the usual scope.

The same applies to benefits granted through third parties or affiliated companies.

#### 14.3 Anti-corruption obligation

The Supplier undertakes to comply with all applicable anti-corruption regulations, in particular sections 299 et seq. of the German Criminal Code (StGB), the German Anti-Corruption Act and all relevant international standards (e.g. UK Bribery Act, US FCPA).

#### 14.4 Antitrust and competition law

The Supplier undertakes to comply with all provisions of antitrust, competition and public procurement law. In particular, the Supplier is prohibited from entering into unlawful agreements with competitors regarding prices, markets or customers.

#### 14.5 Code of conduct

The Supplier undertakes to comply with the compliance principles and codes of conduct established by GEWO. GEWO is entitled to update these codes and to notify the Supplier thereof in a reasonable manner.

#### 14.6 Audit and control rights

GEWO is entitled to carry out or instruct third parties to carry out announced audits and inspections at the Supplier's premises in order to verify adherence to these compliance requirements. The Supplier is obliged to cooperate appropriately in this regard.

#### 14.7 Duty to provide information in the event of violations

The Supplier undertakes to inform GEWO in writing without delay upon becoming aware of any violation of the obligations set out in this Section, no matter whether such violation was committed by its own employees, subcontractors or other third parties.

#### 14.8 Legal consequences of violations

In the event of any culpable violation of the obligations set out in this Section, GEWO is entitled to terminate the contract for cause or to withdraw from the contract. Claims for damages remain unaffected.

### Section 15 – Set-off and rights of retention

#### 15.1 Set-off by the Supplier

The Supplier only has a right to set off if its counterclaim is undisputed, has been finally and bindingly established or has been explicitly recognised by GEWO.

#### 15.2 Supplier's rights of retention

The Supplier only has a right of retention or refusal to perform if it is based on the same contractual relationship and its claim is undisputed or has been finally and bindingly established.

#### 15.3 Set-off by GEWO

GEWO is entitled to set off its own receivables – regardless of their legal basis – against the Supplier's receivables at any time.

This applies in particular to claims by companies affiliated with GEWO within the group of companies (section 15 et seq. of the German Stock Corporation Act (AktG)).

#### 15.4 GEWO's rights of retention

GEWO is entitled to withhold payments to a reasonable extent in the event of any defects or claims arising from improper performance of the contract. The right of retention also extends to other ongoing contractual relationships with the Supplier.

#### 15.5 No restriction of statutory rights

GEWO's statutory rights of set-off, abatement, retention or assertion of defences remain unaffected by the above provisions.

### Section 16 – Place of jurisdiction, place of performance and applicable law

#### 16.1 Place of performance

Unless otherwise expressly agreed in writing, the place of performance for all Supplies and Services is the destination specified by GEWO in the order. The place of performance for payments by GEWO is the registered office of GEWO (Erding).

#### 16.2 Place of jurisdiction

If the Supplier is 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 place of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of GEWO (Erding). However, GEWO is also entitled to sue the Supplier at its general place of jurisdiction.

#### 16.3 Applicable law

The law of the Federal Republic of Germany applies exclusively.

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG/UN Sales Convention) is excluded.

### Section 17 – Severability clause and written form

#### 17.1 Partial ineffectiveness

Should individual provisions of these Terms and Conditions of Purchase be or become ineffective, void, or unenforceable in whole or in part, this shall not affect the effectiveness of the remaining provisions. In place of the ineffective, void, or unenforceable provision, such a provision is deemed to have been agreed upon which comes closest to the economic purpose of the ineffective provision in a legally permissible manner.

#### 17.2 Written form

Any changes, additions, or cancellations to these Terms and Conditions of Purchase must be made in writing.

This also applies to a waiver of the written form requirement itself.

Text form (e.g., email, fax, EDI) is sufficient unless a stricter form (e.g., electronic signature in accordance with eIDAS) is explicitly required by law or contract.

#### 17.3 Language provision

If terms and conditions of purchase or contracts are drawn up in several languages, the German version shall prevail exclusively.

Subject to modifications!  
As at: October 2025