

General Terms and Conditions of Purchase of S. Franzen Söhne GmbH, Mühlenweg 42, 40764 Langenfeld (hereinafter: SFS); As of May 2024

1. Scope

- 1.1. These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers (hereinafter: "Sellers").
- 1.2. The GTCP apply in particular to contracts for the sale/purchase and/or delivery of movable items (hereinafter also: Goods), regardless of whether the Seller produces the Goods himself or buys them from suppliers (sections 433 and 651 of the German Civil Code, BGB). Tools for the production of movable items shall also be considered Goods.
- 1.3. These GTCP apply exclusively. Any 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 all cases, for example even if we accept the Seller's deliveries without reservation despite being aware of the Seller's general terms and conditions.
- 1.4. References to the validity of legal regulations are only intended as clarification. Even without such clarification, the legal regulations apply unless they are directly changed or expressly excluded in these GTCP.

2. Offers, conclusion of contract

- 2.1. Offers must adhere to our request in terms of quantity and quality; any deviations must be explicitly pointed out. Offers and cost estimates are provided free of charge. Only orders and delivery call-offs made in writing, by fax, RDT or EDI, are binding. Oral or telephone orders shall only become binding upon our confirmation as above.
- 2.2. Unless a shorter deadline is requested by us, every order must be confirmed within five working days, with reference being made to the order number and item number as well as the delivery time and prices (acceptance). A delayed acceptance shall be considered a new offer and shall require acceptance by us.
- 2.3. We may, within the scope of what is reasonable for the Seller, request changes to the construction, design or quantity of the goods after the order has been placed and accepted. Any impact on delivery dates and costs must be regulated appropriately and by mutual agreement.

3. Prices and payment terms

- 3.1. The price stated in the order is binding. All prices include the statutory sales tax, unless this is stated separately. unless this is stated separately.
- 3.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the Seller (e.g. assembly, installation) as well as all additional costs (e.g. proper packaging, transport costs including any transport and liability insurance as well as customs costs). A return of the packaging material requires a separate agreement; it must be taken back upon our request.
- 3.3. Invoices must be sent to us separately for each order or for each agreed partial delivery or service. They may never be included in a delivery. Invoices must contain our order number and our item number. Any VAT must be stated separately.
- 3.4. Unless a special agreement has been made, the agreed price is due for payment within 30 calendar days from the completed delivery and service (including any agreed acceptance) and receipt of a proper invoice, unless different payment terms have been agreed in writing. In the case of a bank transfer, payment shall be considered made on time if our transfer order is received by our bank before the payment deadline has

expired. We are not responsible for delays caused by the banks involved in the payment process. Another payment option is direct debit between the contracting parties. The contracting parties agree on this payment option by concluding a separate agreement in which the contracting parties individually agree on the cash discount amount.

- 3.5. We do not owe any late payment interest. The default interest is 5 percentage points annually above the base interest rate. The legal regulations apply to the occurrence of our default, although a written reminder from the Seller may be required in any case.
- 3.6. We are entitled to the rights of set-off and retention as well as to a defence by reason of non-fulfilment of contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the Seller due to incomplete or defective services.
- 3.7. The Seller only has a right of set-off or retention due to counterclaims that have become final and non-appealable or are undisputed.
- 3.8. The assignment of claims against us is only permitted with our written consent.

4. Delivery time and delivery delay

- 4.1. The delivery time specified by us in the order is binding. If the delivery time is not stated in the order and has not been agreed otherwise, it is two weeks from acceptance. The Seller is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times - for whatever reason. In this case, the Seller must inform us of the new delivery date. If we agree to this new date, which must be done in writing, claims for damages and the regulations in Section 4.3 remain unaffected. The unconditional acceptance of a late delivery does not constitute consent or a waiver of the claims to which we are entitled due to the late delivery.
- 4.2. If the Seller does not provide his service or does not provide it within the agreed delivery time or is in delay, our rights - in particular to withdrawal and compensation - shall be determined by the statutory provisions. The regulations in section 4.3 remain unaffected.
- 4.3. If the Seller is in delay, we can - in addition to further legal claims - demand a flat-rate compensation for our damages caused by the delay amounting to 1% of the net price per completed calendar week, but in total no more than 5% of the net price of the Goods delivered late. We reserve the right to prove that we have incurred a higher damage. The Seller reserves the right to prove that we have incurred no damage at all or only significantly less damage.

5. Performance, delivery, transfer of risk, delay in acceptance

- 5.1. The Seller is not entitled to have the service owed by him provided by third parties (e.g. subcontractors) without our prior written consent. The Seller shall bear the procurement risk for his services, unless otherwise agreed in individual cases (e.g. sale of Goods in stock).
- 5.2. Delivery within Germany shall take place "free to the door" to the location specified in the order (DAP or DDP according to Incoterms 2010). If the destination is not specified and nothing to the contrary has been agreed to, delivery must be made to our place of business. The respective destination is also the place of performance (obligation to provide). If the Seller does not have to deliver "free to the door" by agreement, he must make the Goods ready in a timely manner, taking the usual time for loading and shipping into account.
- 5.3. Partial deliveries/services are not permitted without our prior written consent.
- 5.4. Subject to proof to the contrary, the values determined by us at the incoming goods inspection, or if necessary later, shall be decisive for quantities, weights and dimensions.

- 5.5. Each delivery must be accompanied by a delivery note in duplicate containing our order number and order date as well as our description of the Goods and our own item number. If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting from this. Each packaging unit in the delivery must be labelled with the item number, product name, shipping date, supplier name and quantity. Separate from the delivery note, a corresponding despatch note with the same content must be sent to us.
- 5.6. The risk of accidental loss and accidental deterioration of the item passes to us upon handover at the place of performance. If acceptance has been agreed, the acceptance shall be decisive for the transfer of risk. Otherwise, the statutory provisions of contract law shall apply accordingly in the event of an acceptance. If we are in default of acceptance/taking delivery, this shall be equivalent to delivery or acceptance (Section 5.7).
- 5.7. The legal regulations apply if we are in default of acceptance. The Seller must expressly offer us his performance even if a specific or definable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller can demand reimbursement of his additional expenditures in accordance with the legal regulations (§ 304 BGB). If the contract concerns an unreasonable item to be manufactured by the Seller (custom-made product), the Seller is only entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.
- 5.8. Force majeure, operational disruptions through no fault of our own, unrest, official measures and other unavoidable events release us from the obligation of timely acceptance for the duration of their existence. During such events and within two weeks after their end, we are entitled - without prejudice to other rights - to withdraw from the contract in whole or in part, provided that these events are not of insignificant duration and our requirements are significantly reduced due to the need for procurement from other sources necessitated by these events.
- 5.9. The above regulation in Section 5.8 also applies in the event of industrial disputes.

6. Non-disclosure

- 6.1. All business or technical information made accessible by us must be kept secret from third parties as long as and to the extent that it is not demonstrably publicly known, even after termination of the contract. They may only be used for the purpose of delivering the Goods to us unless explicitly agreed otherwise.
- 6.2. We reserve all ownership rights and copyrights to the information in accordance with Section 6.1, in particular illustrations, plans, drawings, calculations, execution instructions and product descriptions. These documents must be returned to us after completion of the contract or upon our request.

7. Retention of title

The transfer of ownership of the Goods to us must take place unconditionally and regardless of whether the purchase price has been paid. However, if in individual cases we accept an offer from the Seller for transfer of ownership which is conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered Goods. We remain empowered to resell the Goods in the ordinary course of business even before the purchase price has been paid. In any case, all other forms of retention of title are excluded, in particular extended retention of title, forwarded retention of title and retention of title extended for further processing.

8. Defective delivery

- 8.1. The statutory provisions apply to our rights in the event of material and legal defects in the Goods (including incorrect and short delivery as well as improper assembly or defective installation or operating instructions) and other breaches of duty by the Seller, unless otherwise specified below. The following provisions are not intended to restrict our legal rights.
- 8.2. In the case of new parts, changes to the item to be supplied, the use of new tools or processes as well as a relocation of the production location or changes in the identity of a sub-supplier, samples with an initial sample inspection report must be presented to us. Series delivery may only begin once we have expressly approved the samples in writing with an initial sample inspection report. The first delivery after a change has been implemented must be specially marked. The samples with the initial sample inspection report on which the release is based are part of the quality agreement of the Goods.
- 8.3. Supplementary performance must take place at the place where the defective Goods are located; the Seller shall bear any increased expenses.
- 8.4. Contrary to Section 442 Par. 1 Sentence 2 of the German Civil Code (BGB), we shall be entitled to unrestricted claims for defects even if the defect remained unknown to us when the contract was concluded due to gross negligence.
- 8.5. The legal regulations shall apply to the commercial obligation to inspect and to give notice of defects with the following proviso: acceptance of the Goods is subject to an inspection if feasible, taking the circumstances of the individual case into account according to the normal course of business. We will give notice of any defects found immediately after their discovery. In all cases, our complaint (notification of defects) shall be deemed to be timely and without delay if it is received by the Seller within five working days. In this respect, the Seller waives the objection of late notification of defects.
- 8.6. If the Seller fails to honour his obligation to provide supplementary performance within a reasonable period of time set by us, we shall be able to remedy the defect ourselves and demand reimbursement of the necessary expenses or an appropriate advance payment from the Seller. If supplementary performance by the Seller has failed or is unacceptable for us (e.g. due to particular urgency, danger to operational safety or the likelihood of disproportionate damage), no deadline is required; we will inform the Seller of such circumstances immediately, if possible in advance.
- 8.7. The Seller shall bear the costs incurred by him for the purpose of examining a defect and rectifying the defect (including any removal and installation costs) even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified demand to rectify defects remains unaffected; however, we are only liable in this respect if we recognised or were grossly negligent in failing to recognise that there was no defect.

9. Supplier recourse

- 9.1. We shall have unrestricted entitlement to our legally determined rights of recourse within a supply chain in addition to the claims for defects. In particular, we are entitled to demand from the Seller precisely the type of supplementary performance (repair or replacement delivery) which we owe to our customer in individual cases. Our legal right to choose (§ 439 Para. 1 BGB) is not restricted by this.
- 9.2. As far as possible in the ordinary course of business, we will notify the Seller and ask for a written statement with a brief explanation of the facts before we accept or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 478 Para. 3, 439 Para. 2 BGB). If his statement is not made within a reasonable period

of time and no amicable solution is reached, the claim for defects actually granted by us is deemed to be owed to our customer. In this case, the Seller is responsible for providing proof to the contrary.

- 9.3. Our claims for supplier recourse also apply if the Goods were further processed by us or one of our customers before they were sold to a consumer, e.g. by incorporating them into another product.

10. Product liability, general liability

- 10.1. In the event that a claim is made against us due to product liability, the Seller is obliged to indemnify us and keep us indemnified from such claims if and to the extent that such damage is due to a defect in the Goods delivered by the Seller. In cases of liability based on culpable conduct, however, this only applies if and to the extent that the Seller is at fault. If the cause of the damage lies within the Seller's control and organisation, he must prove that he was not at fault.
- 10.2. As part of his indemnification obligation, the Seller must reimburse all necessary costs and expenses which arise from or in connection with claims made by third parties, including measures carried out by us, in particular exchange or recall initiatives. We will inform the Seller – as far as is possible and reasonable – about the content and scope of exchange or recall measures and give him the opportunity to comment. Further legal claims shall remain unaffected.
- 10.3. If less drastic measures than an exchange/recall are sufficient to ensure the safety of an item (e.g. warning, shutdown request, etc.), an exchange/recall of an item may still take place if this measure makes economic sense with regard to future business development, our reputation and our brand and is reasonable for the seller, taking into account his contribution to the cause. The Seller shall bear the costs and expenses of the exchange/recall.
- 10.4. The Seller shall take out and maintain product liability insurance with a lump-sum coverage of at least EUR 3 million per personal injury/property damage. Upon request, the Seller must immediately provide us with corresponding proof of this.
- 10.5. The Seller is obliged to inform us about relevant safety regulations which are important for the business relationship.
- 10.6. Failing an agreement to the contrary, we are liable for gross negligence and wilful misconduct. Our liability for simple negligence is excluded, with the exception of liability for damages which result from the breach of an essential contractual obligation (an obligation whose fulfilment makes the due performance of the contract possible in the first place and on whose compliance the other party normally relies and may rely). In this case, however, liability is limited to compensation for damage which can typically be expected to occur. Liability under the German Product Liability Act remains unaffected. Liability for damages resulting from injury to life, body or health remains unlimited.

11. Tools and additional materials

- 11.1. Unless otherwise agreed, we reserve ownership of all tools which were either manufactured for us or handed over to the Seller by us. The Seller is obliged to use the tools exclusively for the production of our Goods. This shall also apply after termination of the contract.
- 11.2. Unless otherwise agreed separately, the Seller is obliged to insure the tools belonging to us against destruction and loss at replacement value to an appropriate extent at his own expense. The tools must be sufficiently labelled as our property. The Seller is also obliged to carry out any necessary maintenance and inspection work in a timely manner at his own expense.
- 11.3. The Seller must immediately inform us in writing about any circumstances which could endanger the tools themselves or our ownership of them. The Seller must take the necessary

measures to protect our property and interests; if possible, he must coordinate this with us in advance.

- 11.4. Substances, parts, containers, packaging, devices or other materials provided by us remain our property. These may only be used for their intended purpose. As long as they are not processed or used, they must be stored separately at the Seller's expense, labelled as our property and insured against destruction and loss to an appropriate extent.
- 11.5. If the materials provided are processed with other items which are not our property, we shall acquire co-ownership of the new item in the ratio of the objective value of the materials provided to the other processed items at the time of such processing. If the Seller becomes the sole owner by law, the Seller and we have already agreed that the Seller shall transfer proportional co-ownership to us. We accept this transfer. The storage is carried out by the Seller on our behalf.
- 11.6. Section 11.3 applies accordingly to materials provided.
- 11.7. If the Seller no longer produces Goods for us, regardless of the reason, he must hand over the materials provided for the production of the Goods and our tools to us immediately and free of charge. This also applies in cases in which we have only included proportional costs in the price of the goods as agreed, unless the contractual partners have expressly waived this distribution of risks.
- 11.8. Goods which are manufactured according to documents prepared by us or according to our specifications or with our tools may neither be used by the Seller himself nor supplied to third parties.

12. Documents and intellectual property rights

- 12.1. The receipt of information does not confer any rights for the Seller to our intellectual property rights, know-how or copyrights. The Seller undertakes not to use the information made available without express written consent, and in particular not to register any property rights. No license or other usage rights are granted by making information available. Making certain information available does not constitute prior publication or a right of prior use within the meaning of the German Patent and Utility Models Act.
- 12.2. The Seller shall assume full warranty for the fact that his delivery/service and use of the Goods do not infringe any patents or other intellectual property rights of third parties. In the event of an infringement, the Seller shall indemnify us and hold us harmless from any possible claims by third parties. This shall not apply if the Seller manufactured the goods according to our specifications, unless the Seller recognised or could have recognised that third-party rights are affected.
- 12.3. The indemnification in accordance with Section 12.2 includes all expenses which we necessarily incur as a result of or in connection with claims asserted by a third party.

13. Statute of limitations

- 13.1. The reciprocal claims of the contracting parties shall become statute-barred in accordance with the legal regulations unless otherwise specified below.
- 13.2. By way of derogation from Section 438 Para. 1 No. 3 BGB, the general statute of limitations for claims for defects is 3 years from the transfer of risk. The 3-year limitation period also applies to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution (Section 438 Paragraph 1 No. 1 BGB) remains unaffected; in addition, claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party can still assert the right against us - especially in the absence of a statute of limitations.
- 13.3. The limitation periods applying under the law governing the sale of goods, including the above extension, shall apply – to the extent permitted by law – to all contractual claims for

defects. If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law governing the sale of goods leads to a longer limitation period in individual cases.

- 13.4. If acceptance has been agreed, the limitation period shall begin with the acceptance.

14. Services

To the extent that they are compatible with mandatory law, these GTCP shall apply accordingly when services are commissioned.

15. Minimum wage

- 15.1. The Seller guarantees compliance with the MiLoG (Minimum Wage Act) and the AEntG (Posted Workers Act) in their respective current versions. Upon request, he shall immediately provide us with appropriate evidence of the fulfilment of his legal obligations. He undertakes to inform us immediately in writing of possible violations (including by third parties) and to take the appropriate measures to protect SFS.
- 15.2. The Seller shall critically examine potential subcontractors (see section 5.1) with regard to their expected compliance with legal requirements (including MiLoG and AEntG) before commissioning them and shall refrain from commissioning the subcontractor if there are legitimate doubts. The Seller shall no longer use subcontractors to fulfil the contractual obligations if he has at least reasonable grounds to suspect that they are in violation of MiLoG/AEntG. In the event of a demonstrable violation of MiLoG/AEntG, the Seller is obliged to immediately furnish us with a direct guarantee, waiving the defence of failure to pursue remedies, in the amount of possible claims against us (or another form of guarantee which is comparable) for the entire period of our possible claims.
- 15.3. The Seller undertakes to indemnify us and hold us harmless from any claims made by third parties due to any violations of the regulations of the MiLoG or the AEntG by the Seller or - even indirectly (e.g. subcontractors of a subcontractor) - by persons employed by the Seller. In the event of a claim against us, he shall assign any corresponding claims against subcontractors or other third parties to us and provide us with comprehensive support in the defence.
- 15.4. If the above provisions are violated, we have the right to terminate the contract for good cause.

16. Choice of law and place of jurisdiction

- 16.1. Should individual provisions of these GTCP or other contractual agreements be or become ineffective, in whole or in part, this shall not affect the effectiveness of the remaining provisions. The contractual partners are obliged to replace the ineffective provision with a provision which comes as close as possible in its economic effect.
- 16.2. The law of the Federal Republic of Germany applies to these GTCP and to all legal relationships between us and the Seller, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods. The prerequisites for and the effects of the retention of title are subject to the law at the respective location of the item if, under that law, the choice of German law would be inadmissible or invalid.
- 16.3. The exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship is SFS Langenfeld. We shall be entitled to take legal action at the Seller's registered office or at the place of performance.