

General Terms and Conditions of Purchase

1. General, scope of application

- 1.1 These General Terms and Conditions of Purchase ("General T&Cs of Purchase") apply to Hoffmann u. Voss GmbH, Textilstr. 3-5, 41751 Viersen (hereinafter referred to as "we/us").
- 1.2 These General T&Cs of Purchase apply exclusively to businesses within the meaning of Section 14 *Bürgerliches Gesetzbuch (BGB)* [German Civil Code] (hereinafter referred to as "Sellers") i.e. natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities.
- 1.3 Business relations with the Seller concerning deliveries and services as well as related information and advice shall be governed exclusively by these General T&Cs of Purchase and any individual contractual agreements made with the Seller. Differing General Terms and Conditions - especially General Terms and Conditions of Sale - of the Seller shall only apply if and to the extent that we expressly recognise them in writing. Our silence regarding such differing General Terms and Conditions shall not be deemed to be recognition or consent, and this shall also apply to future contracts. Where these General T&Cs of Purchase are implemented in business with the Seller, they shall also apply to all further business relations of a similar kind between the Seller and ourselves, unless otherwise expressly agreed in writing.
- 1.4 These General T&Cs of Purchase shall apply in place of any General Terms and Conditions of the Seller also where, according to such Terms and Conditions, acceptance of an order provides for the unconditional recognition of the General Terms and Conditions or we accept deliveries or services after the Seller has indicated the validity of the Seller's General Terms and Conditions, unless we have expressly waived the validity of these General T&Cs of Purchase in writing.

2. Conclusion of contracts, content of contracts

- 2.1 Only our written purchase orders are valid. The content of the contract is determined exclusively by the content of our purchase order.
- 2.2 The Supplier must check the purchase order and provide us with a written response within five (5) calendar days after the date of the purchase order. After that period ends, we shall be entitled to revoke the purchase order. Claims by the Seller based on a validly effected revocation of the purchase order are excluded.
- 2.3 Even after conclusion of the contract, we shall be entitled to request changes to the delivery item at our reasonably exercised discretion (Section 315 *BGB*) if the deviations are reasonable for the Seller.
- 2.4 The purchase order number, the contact person and date of the purchase order / commissioning as well as identifying information stated on the order must be specified on all the Seller's documents (especially on order confirmations, delivery notes, invoices etc.). If the

above information is not specified by the Seller, resulting consequences (e.g. further delays, additional costs) shall be borne by the Seller.

3. Quality management, inspections

The Seller declares that the Seller has a suitable quality management system and can, therefore, ensure effective quality assurance in the provision of deliveries and services. The Seller shall prove this to us upon request.

4. Packaging, transportation of dangerous goods, labelling of hazardous substances

- 4.1 Delivery items are to be packed appropriately and in an environmentally friendly manner and delivered using suitable containers and means of transport. Any delivery instructions provided by us must be observed. The regulations of the *Gefahrstoffverordnung* [German Ordinance on Hazardous Substances] shall apply additionally to hazardous substances and must be observed.
- 4.2 It is a matter for the Seller to check before accepting the purchase order whether the items and/or their components stated on the purchase order are to be classified as dangerous goods (e.g. paints, adhesives, chemicals or flammable, oxidising, explosive, combustible, toxic, radioactive, corrosive goods or goods with a tendency to self-heating) in the country of origin, country of destination and/or all transit countries. In such cases, the Seller must inform us immediately and fully and send us immediately the declarations required by law for shipment, correctly completed and signed with legally binding effect.
- 4.3 When packaging, labelling and declaring dangerous goods, the Seller is obliged to comply with the respectively valid national and international regulations.
- 4.4 The Seller undertakes prior to delivery/service to send in due time all necessary product information in the current form, relating in particular to composition and durability e.g. safety data sheets, processing instructions, labelling requirements, assembly instructions, occupational health and safety measures and specifications etc.
- 4.5 The Seller shall take back packaging material for us free of charge.

5. Export licence

The Seller is obliged to notify us immediately in writing whether and to what extent state export licences are required for the delivery/service in whole or in part or similar statutory or official requirements have to be met or they are subject to US-American export restrictions. The Seller is responsible for compliance with all export control regulations and must provide us with the applications, documents, certificates etc. necessary in this respect in a timely manner and

without being requested to do so. The Seller shall indemnify us against all claims and damages in this respect.

6. Prices, pricing, payment terms, default

- 6.1 The agreed prices are fixed prices. Unless otherwise individually agreed in writing (in particular according to the reverse charge procedure), they are subject to value added tax at the legally valid rate, which is to be shown separately on the invoices.
- 6.2 Unless otherwise expressly agreed in writing, the prices are free place of use, delivered and duty paid (DDP) pursuant to Incoterms 2020.
- 6.3 Subject to agreements to the contrary in individual cases, payments of due invoices shall be made, at our option, either within fourteen (14) calendar days less a discount of 2% or within thirty (30) calendar days without deduction.
- 6.4 Unless other conditions for the amount becoming due have been agreed, the periods shall run from receipt of a valid invoice, stating the data according to paragraph 2.4 of these General T&Cs of Purchase, but not before receipt of the goods or provision of the services and, if the scope of performance includes documentation and test certificates, not before their delivery to us according to the contract.
- 6.5 If early delivery or service is accepted, the due date shall be determined by the originally agreed delivery or service date. Payments shall not be deemed to be a waiver of any notices of defects and shall not constitute any acknowledgement whatsoever of performance according to the contract. In the event of incomplete or incorrect delivery or service, we shall be entitled to withhold payment in proportion to the value until proper performance.
- 6.6 Default shall occur after the due date only on the basis of a written reminder. Interest on remuneration before the occurrence of default is excluded.

7. Set-off, right of retention, intercompany settlement

- 7.1 We shall be entitled to rights of set-off and retention, also in respect of due claims, which result from the ongoing business relationship between the Seller and ourselves and which we have against companies affiliated with the Seller within the meaning of Sections 15 *et seq.* AktG [German Stock Corporation Act].
- 7.2 Rights of set-off and retention of the Seller shall be excluded, unless the Seller's counterclaim is in a relationship of reciprocity to our claim according to Section 320 (1) BGB and is undisputed or has been recognised by declaratory judgment.

8. Delivery, passing of risk, delivery time, late delivery

- 8.1 Deliveries to us shall be made, unless otherwise agreed in writing, to our registered office according to DDP (Delivered Duty Paid, Incoterms 2020). In

such case, the Seller shall bear the risk until handover to us.

- 8.2 The delivery or service period specified on the purchase order is binding. In the case of purchase contracts, compliance shall be determined by receipt of the goods or, in the case of service contracts, provision of the service at our premises or at the agreed place of delivery or service, and, in the case of contracts for work and services, acceptance (see Article 10). Early deliveries and/or partial deliveries shall require our express written consent.
- 8.3 The Seller is obliged to inform us immediately in writing if circumstances arise or become apparent, which indicate that the delivery or service period cannot be met. This shall also apply if the Seller is not responsible for delays in delivery or service. We shall be entitled to compensation from the Seller for resulting damage in the event of violation of this obligation. In the case of a delay in delivery or service, the Seller must inform us in detail and in writing of the reason for the delay and the remedial measures initiated and planned by the Seller.
- 8.4 We are entitled to require as contractual penalty 0.2% of the total net contract price for each calendar day, or part thereof, of default in the delivery or service period but in total not more than 5% of the total net contract price. Where partial deliveries are agreed, the net contract price of the partial delivery shall be decisive. The assertion of further claims due to default, especially damages, taking into account the contractual penalty, shall remain unaffected. Our right to require the contractual penalty shall remain in place until the final payment, even if we did not reserve this when accepting performance.

9. Assignment of claims, retention of title

- 9.1 Claims against us may be assigned only with our prior written consent. Section 354a HGB [German Commercial Code] shall remain unaffected.
- 9.2 Retention of title by the Seller is excluded. Should retention of title nevertheless be agreed in individual cases, we shall in any case be entitled to resell without disclosing the Seller's retained property. Retention of title shall always only extend to the part of the delivery in respect of which the Seller still has a price claim. An expanded retention of title, in particular an extended retention of title, shall not become part of the contract.

10. Special provisions for services (especially services and work)

- 10.1 If a service owed is not provided in due time or not according to the contract and the Seller is responsible for this, the Seller shall be obliged, at our request, to provide the service according to the contract within a reasonable period without additional costs. If, for reasons for which the Seller is responsible, performance of the service according to the contract is not successful in substantial parts even within a reasonable grace period, we shall be entitled to

terminate the contract without notice, without the Seller being entitled to claims against us in this respect.

10.2 In respect of work within the meaning of Sections 631 *et seq.* BGB and for other services - insofar as the parties agree acceptance for them - all acceptance inspections have to be made in writing and using an acceptance protocol. Acceptance shall not be effected by implied actions, such as use of the work or service by us; it must always be expressly declared by us. Section 640 (2) BGB shall remain unaffected.

10.3 If we so require, the Seller shall designate in writing a project manager and, if applicable, a technical contact person for the period of performance of the service.

10.4 The services shall be documented by means of the Seller's written performance records in electronic form immediately but at least on a monthly basis if the performance of services continues beyond this period. The Seller must submit the corresponding performance records, approved in writing by us, with each invoice. The Seller's invoices shall be due for payment only if informative, verifiable and approved performance records are attached to them and they comply with the requirements pursuant to paragraph 2.4.

10.5 We shall support the Seller in the performance of the Seller's services but we shall have an obligation to cooperate only if this has been expressly agreed in writing.

10.6 The following applies to recurring service or services for which a term is agreed:

10.7 If purchase orders for services placed by us include a fixed term, the contract shall end upon expiry of that term, without notice of termination being required. A tacit extension shall occur only if this has been expressly agreed. If the term of a contract is more than one year, we can terminate the contract respectively to the end of a contract year by giving notice of three (3) months, unless otherwise agreed in writing. If no term is agreed on the purchase order, the contract shall run for an indefinite period and can be terminated at any time by giving notice of three (3) months to the end of the month. The right of the parties to exercise extraordinary termination of the contract for good cause shall remain unaffected. Any notice of termination must be given in writing.

11. Claims for defects, notice of defects, recourse

11.1 The Seller warrants that the Seller's deliveries/services comply with the (statutory) provisions and standards (including safety standards, occupational health and safety and accident prevention regulations) and conform to the agreed qualities, have the guaranteed properties and are also otherwise free of material defects and defects of title.

11.2 In the case of a commercial purchase, we must notify the Seller immediately of defects in the delivery as soon as they are identified according to the circumstances in the ordinary course of business.

11.3 Claims for defects are determined by statutory

provisions unless otherwise stipulated below.

11.4 We can, at our option, require supplementary performance from the Seller by remedy of defects or replacement (replacement delivery or new production). The Seller shall bear all expenses necessary for the purpose of supplementary performance, in particular for dismantling, installation and removal, assembly, travel, freight, packaging, insurance, customs duties and other public charges, tests and technical acceptance inspections. Substitute performance by us shall require in principle the expiry of a reasonable period without effect, except in the event of imminent danger, refusal of performance by the Seller or if the setting of a grace period to mitigate damage is unreasonable for us. In any case of justified substitute performance by us, the Seller shall, at the Seller's expense, provide us with all information necessary for this and deliver any documents in the Seller's possession and, in the case of any existing own or third-party property rights thereto, obtain corresponding rights of use to the extent necessary for substitute performance or immediately indemnify us against claims arising from such third-party rights. When concluding the contract, the Seller declares the Seller's consent to the use of the Seller's property rights in the event of justified substitute performance by us or third parties commissioned by us. We can require advance payment from the Seller for the expenses necessary to remedy the defect.

11.5 The place of supplementary performance is the place where the defect first becomes apparent.

11.6 In the case of the return delivery of defective goods, the Seller shall bear the risk of loss and deterioration of the goods.

11.7 Our claims due to defects shall become statute-barred after thirty-six (36) months, calculated from the passing of risk (paragraph 8.1), unless a longer warranty period applies due to contractual provisions in individual cases or due to statutory provisions.

11.8 The claim for remedy of defects notified within the warranty period shall become statute-barred after two (2) years, calculated from receipt of the notice of defects but not before expiry of the warranty periods according to the above paragraph. After acceptance of the rectification work, a limitation period of two (2) years shall begin again for that work, which shall not end, however, before expiry of the periods according to the above paragraph.

12. Product liability, indemnification, insurance coverage

12.1 If a claim is asserted against us by third parties in respect of product liability or according to other legal provisions due to a material defect or defect of title of a product delivered or used by the Seller, the Seller must indemnify us against such claims at first written request. Furthermore, we shall be entitled to reimbursement of all expenses, which we have in particular in connection with product recalls effected by the Seller for this

reason. We shall inform the Seller in advance of the nature and scope of product recalls, insofar as this is possible and reasonable. Further statutory claims shall remain reserved.

12.2 The same shall apply if product faults are attributable to deliveries/services of the Seller's suppliers or subcontractors.

12.3 Subject to deviating agreements in individual cases, the Seller must maintain liability insurance coverage with an insurance company with registered office in the European Union and a minimum coverage amount of EUR 5 million per damaging event for the duration of the contractual relationship, including warranty, guarantee and limitation periods. The Seller must prove this to us on request; lower coverage amounts shall be agreed with us in individual cases.

13. EU Chemicals Regulation REACH

13.1 The Seller is obliged to check whether the substances / mixtures / products used by the Seller fall within the scope of the EU Chemicals Regulation REACH (hereinafter referred to as "REACH"). If and insofar as the scope of REACH is given, the Seller shall ensure that all substances / mixtures / products within the Seller's trade comply with the requirements of REACH and are registered or pre-registered. The Seller is obliged to confirm to us in writing the corresponding (pre-) registration and conformity of the substances / mixtures / products used by the Seller with REACH.

13.2 Furthermore, the Seller is obliged to provide us with all necessary information, such as extended safety data sheets and/or chemical safety reports, for the purpose of coordinating the work and the safe handling of such substances / mixtures / products which are covered by REACH. The Seller shall bear responsibility for checking the plausibility of the information in the respective safety data sheet and the exposure scenarios within the scope of the hazard assessment and for taking appropriate protective measures. If the Seller subcontracts deliveries/services, the Seller shall be obliged to ensure that performance by the Seller's downstream contractors (subcontractors) is REACH-compliant and to prove this to us in a verifiable form.

14. Liability for environmental damage

The Seller shall be liable for any damage arising in connection with the Seller's deliveries/services due to infringement of environmental provisions (such as immission control laws, waste oil and water management laws, waste disposal laws and/or respective ordinances issued). In this context, the Seller must indemnify us against any and all damage claims by third parties at first written request. In addition, the Seller must make good the damage incurred by us. Further statutory claims shall remain unaffected.

15. Property rights

15.1 The Seller is responsible for ensuring that no third-party rights are infringed in connection with the Seller's delivery or service.

15.2 If a third party makes a claim against us for infringement of property rights, the Seller shall be obliged to indemnify us against such claims at first written request.

15.3 The Seller's obligation to indemnify shall apply to all expenses, costs or damages, which we necessarily incur from or in connection with claims asserted by a third party, especially the costs of legal defence and administrative costs as well and all costs of a necessary replacement.

15.4 If the sale and/or use of the delivery item or service result is(are) prohibited, the Seller must, at our option, either obtain the right of use at the Supplier's expense or modify the delivery item or service result at the Supplier's expense in consultation with us in such a way that the infringed property right is not affected.

16. Obligation of confidentiality

16.1 The Seller undertakes not to make any public statements or disclose or publish other information which is connected with our business relationship and information which is exchanged and becomes known in that respect or to use purchase orders for reference and/or advertising purposes without our express written consent.

16.2 The Seller undertakes to keep confidential with the required diligence any business, commercial or technical information, documents and data of whatever kind, which the Seller has received from us for performance of the agreed deliveries/services as well as any trade and business secrets, operating methods, operating figures, drawings, sketches and images and other documents which become known in connection with the activities. They may neither be published, reproduced nor made accessible to third parties without our written consent and shall be kept with the due diligence of prudent commercial judgment. All documents shall be returned to us or destroyed, at our option, immediately upon request. The above agreement concerning confidentiality and the use of information shall also survive termination of the supply relationship until the respective information or characteristic lawfully enters the public domain.

16.3 The obligation of confidentiality shall not apply to information, which is proved to be generally known, was already known to the recipient at the time of transmission, has been transmitted to the recipient by a third party without infringement of an obligation of confidentiality or has been independently developed by the recipient. The obligation of confidentiality shall further apply if the Seller must disclose information by virtue of mandatory statutory provisions or court or official order.

16.4 If the Seller provides deliveries or services which are intended directly or indirectly for our customers, the Seller undertakes vis-à-vis ourselves to conduct any

communication, especially correspondence etc., in connection with the provision/fulfilment of the contract for deliveries and services exclusively with us.

17. Downstream contractors (subcontractors)

The use of downstream contractors (subcontractors) is only permitted with our express written consent. We may refuse consent, however, only for objective reasons. An objective reason exists in particular if there are justified indications that the subcontractor does not have the qualifications required to perform the contract properly or does not appear suitable for other reasons to perform properly the tasks which are intended to be assigned to the subcontractor. The Seller shall be liable for suppliers of the Seller and other third parties (subcontractors) used by the Seller in the performance of the commissioned delivery or service to the same extent as for own fault (Section 278 *BGB*). The Seller is obliged to pass on contractual obligations and in particular safety requirements arising from these General T&Cs of Purchase to the Seller's subcontractors.

18. Entering the company premises on foot or by car

The instructions of the responsible personnel on site are to be followed by the Seller or third parties commissioned by the Seller when entering our company premises or the company premises of our customers on foot or by car. Notification is to be given in due time before entering the company premises on foot or by car. Regulations of the *StVO* [German Road Traffic Regulations] and the *StVZO* [German Road Licensing Regulations] are to be complied with.

19. Adherence to provisions of labour law and social security law / Compliance

- 19.1 The Seller is aware of the obligations of the relevant *Tariftreue- und Mindestlohngesetz* [German Laws on Complying with Collective Agreements and Minimum Wage Laws] of the Federal Republic of Germany as well as the obligations under the German *Arbeitnehmer-Entsendegesetz* [German Law on the Posting of Workers] and *Arbeitnehmer-Überlassungsgesetz* [German Personnel Leasing Act] and the Seller expressly declares that the Seller and the Seller's subcontractors/suppliers shall ensure full compliance with them, in particular the proper payment of the respectively applicable minimum wage and the minimum wage rates laid down in a collective agreement declared to be generally binding as well as the proper payment of total social security contributions.
- 19.2 At our request, the Seller shall be obliged to provide proof of compliance with the above-mentioned provisions by means of appropriate documents and records.
- 19.3 The Seller shall indemnify us and, if applicable, our main client against all financial claims and claims of

third parties, which are asserted against them due to a violation of the obligations pursuant to paragraph 19.1, especially with respect to liability claims pursuant to Section 13 *MiLoG* [German Minimum Wage Law], Section 14 *AEntG* [German Law on the Posting of Workers], Section 28 e (3 a - 3 f) *SGB IV* [German Social Code].

- 19.4 If the Seller uses a downstream contractor (subcontractor) in the provision of services, the Seller's assurance and obligation to indemnify pursuant to paragraph 19.1 - 19.3 above shall also extend to such downstream contractors (subcontractors). Paragraph 17 shall remain unaffected.
- 19.5 We have declared the notion of compliance to be a key company value. We expect the Seller, therefore, to comply with all respectively applicable national and international statutory provisions within the scope of the Seller's business activities for and with us. This applies in particular to statutory requirements in relation to occupational health and safety and employee protection, compliance with human rights, prohibition of child labour, criminality of corruption, the granting of advantages and competition agreements of any kind and in relation to environmental protection etc. Furthermore, we expect the Seller to communicate these principles and requirements to the Seller's subcontractors and suppliers and to encourage them to comply with these laws and principles as well.

20. Data protection

- 20.1 The parties are responsible for compliance with all relevant statutory data protection regulations, in particular the General Data Protection Regulation (GDPR) and the *Bundesdatenschutzgesetz (BDSG)* [German Federal Data Protection Act] as well as for the lawfulness of the data transfer and data processing of personal data. The parties undertake to process reciprocally provided personal data exclusively in a lawful and transparent manner and exclusively for the provision of the deliveries and services according to the contract.
- 20.2 If the Seller processes personal data on the basis of commissioned data processing within the scope of fulfilling contracts, the Seller shall process personal data only within the scope of the performance owed under the contract or other written instructions and pursuant to data protection regulations.
- 20.3 In addition, our privacy policy for customers, business partners and interested parties (B2B sector) applies: <https://hoffmann-voss.de/en/data-protection-declaration/>

21. Place of performance / Place of jurisdiction / Applicable law

- 21.1 The Seller is obliged to meet the requirements of the *Lieferkettensorgfaltspflichtengesetz (LkSG)* [German Act on Corporate Due Diligence in Supply Chains] applicable to the Seller. We are entitled to verify

compliance and require corresponding proof from the Seller.

- 21.2 Place of performance for all contractual obligations is our registered office, except in the case where an obligation to be performed at the Seller's place of business is assumed.
- 21.3 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to waiver of the written form requirement. If these General T&Cs of Purchase require the written form, this shall also be maintained by transmissions using telefax or email, digital / electronic signatures and signatures (e.g. DocuSign). The precedence of an individual agreement (Section 305b BGB) shall remain unaffected.
- 21.4 All disputes between ourselves and the Seller arising from and in connection with the contract shall be settled, at our option, either before the ordinary court of law (local or regional court) respectively having jurisdiction for Viersen, Federal Republic of Germany, or an arbitration tribunal subject to the following provisions. In the event of litigation as defendant i.e. the assertion of claims by the Seller against ourselves, we shall be obliged to inform the Seller of the choice of competent court (ordinary jurisdiction or arbitration tribunal) upon first request at any time in writing but in any case before the Seller takes judicial action. In the event that the arbitration tribunal is chosen, a final decision on the disputes shall be made according to the Arbitration Rules of the International Chamber of Commerce (ICC). The arbitration tribunal shall comprise three arbitrators, whereby one arbitrator shall be designated by each party and the two arbitrators designated by the parties shall then jointly appoint a representative as third arbitrator. An arbitration award made can, on application of a party, be declared enforceable by the competent national court. There is no appeal against the award of the arbitration tribunal. The award shall also include a decision on the costs of the proceedings, including the remuneration of the arbitrators. Place and place of jurisdiction of the arbitration tribunal is Viersen, Federal Republic of Germany. The arbitration proceedings shall be conducted in German. The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Seller and ourselves, to the exclusion of the UN Sales Convention (CISG).

Status: January 2025