

## General Purchasing Conditions for the Supply of Goods and Services (GPC) of all companies of the BORSIG Group (Purchaser)

### 1. General, scope of application

- 1.1 The following GPC shall form a fundamental part of the orders covering the supply of goods and services (jointly called "services"). They shall be applicable in relations with companies, public law bodies and public special assets (Contractors).
- 1.2 These GPC shall be applied exclusively. Purchaser only accepts adverse or deviating General Terms and Conditions of Contractor if he has expressly agreed with their application in writing. These GC shall also be applied if the Purchaser - fully aware of adverse or deviating General Terms and Conditions of Contractor - accepts or pays the services of the Contractor without reservations.
- 1.3 These GPC shall also be applied for follow-up business provided, however, that business of similar type is concerned.
- 1.4 If, for a certain order, special arrangements are made which deviate from these GPC, these GPC shall be subordinated and applied additionally.

### 2. Offer, side agreements, unauthorized publicity

- 2.1 Contractor's offers, bids and cost estimates are binding and without any charge for Purchaser unless expressly otherwise agreed. Unless special arrangements are made in a specific case Purchaser does not bear any costs or expenses for visits, planning and other advances which the Contractor generates in the context of bidding.
- 2.2 Offers, conclusions of contract and orders on a standby basis must be in written form. Contractor is obliged to take the order within 14 days. Orders on a standby basis become binding if the Contractor fails to disagree within 3 working days after delivery of the respective order.
- 2.3 Oral side agreements as well as the exclusion, modification of and/or additions to these GPC shall require the express confirmation in textform of Purchaser to take effect.
- 2.4 The use of orders for reference and/or publicity purposes shall require the prior written approval of Purchaser.

### 3. Drawings, models, tools

- 3.1 The Purchaser reserves all property rights and/or copyrights and/or other proprietary rights to all documents, such as illustrations, drawings, models, samples, calculations, construction plans and other documents that the Purchaser has provided or paid for in connection with the order and/or for the execution of the order; these documents may only be used for work to fulfil the order and may not be duplicated and/or disclosed and/or made accessible to third parties without the express written consent of the client. They are to be returned to the Purchaser after completion of the order without request and free of charge. They are to be returned to the Purchaser immediately if the Contractor does not accept the order within the period specified in section 2.2. The Contractor shall be liable to the Purchaser for all damages resulting from a culpable infringement.
- 3.2 Intellectual property rights and rights of use regarding samples, cost estimates, calculations, drawings, documents and similar information, tangible and intangible, which have been developed by Contractor at Purchaser's instance, shall vest in Purchaser.
- 3.3 The obligation of confidentiality shall also be applicable after execution of the order. The obligation of confidentiality shall cease if and insofar the know-how and / or manufacturing know-how represented in the delivered documents such as figures, drawings, models, samples, calculations, design drawings and other documents have become public.

### 4. Responsibility for technical data

The Purchaser's approval of drawings, calculations and other documents shall not affect the sole responsibility of Contractor for the goods/ services sold. This shall also be applicable to proposals, recommendations and other contributions by Purchaser.

### 5. Inspections

- 5.1 Purchaser and/or his employees and/or third parties appointed by him and sworn to secrecy shall be granted access – to a reasonable extent and after prior appointment a time - to the manufacturing facilities of Contractor in order to check the status of manufacturing, use of suitable materials, assignment of the necessary specialized staff and execution of the ordered work according to the rules of the art. Insight in secret manufacturing process and other industrial secrets can be refused. Subcontractors are to be obliged accordingly.
- 5.2 Such inspections shall be carried out without any legal effect for possible acceptance; an inspection shall neither replace an acceptance nor restrict in any way the sole responsibility of Contractor for his services, in particular no

defence of contributory default of Purchaser may be derived from such inspections.

### 6. Spare parts

Contractor shall be obliged to make available spare and wear parts for every order for a period of at least 10 years after the end of the warranty period.

### 7. Transport of hazardous goods, identification of hazardous substances, packaging

- 7.1 It shall be up to Contractor to check before acceptance of the order whether the goods and/or their components are classified as hazardous goods in their country of origin, country of destination and/ or all transit countries (e.g. paints, adhesives, chemicals or inflammable, oxidizing, explosive, combustible, toxic, radioactive, corrosive goods or those tending to self-heating). In such cases Contractor shall inform Purchaser without delay giving full details. He shall send Purchaser the necessary binding declarations legally required for shipment of such goods, in a correctly filled-in and duly signed form, at the latest with his written confirmation of order.

- 7.2 As regards packaging, identification and declaration of hazardous goods Contractor shall be obliged to comply with the applicable national and international regulations, in particular

Sea freight	Hazardous Goods Ordinance - Sea IMDG Code
Air freight	UNICAO IATA RAR US-Dot
Rail transport	EVO/RID and Hazardous Goods Ordinance – Rail
Road transport	ADR and Hazardous Goods Ordinance – Road
General	Hazardous Substances Ordinance.

Possible deviating and/or supplementary national regulations of the respective country of destination shall also be observed provided that the country of destination has been specified in the order.

- 7.3 Contractor shall be liable for all damage arising as a result of incorrect information in the binding declarations or failure to comply with existing rules when handling (packaging, shipping, storing, etc.) hazardous goods.

- 7.4 Contractor shall take back packaging material free of charge for Purchaser.

### 8. Export license

Contractor shall be obliged to immediately inform Purchaser in writing whether and to what extent state export licenses will be necessary or similar legal or official requirements have to be fulfilled for the order as a whole or part of it or whether they are subject to US export restrictions.

### 9. Prices, price quotation, terms of payment, delay

- 9.1 The agreed contract prices shall be binding. They shall be understood duty paid and packaging included, without legal value-added tax.
- 9.2 Unless expressly otherwise agreed in writing, the prices shall be understood FCA (designated place) in accordance with INCOTERMS applicable at the date of contracting.
- 9.3 Invoices have to be rendered in one original and at least one copy and have to fulfil all requirements of the law. The term of payment starts after receipt of the proper invoice, but not before the taking delivery of the goods or services without reservation. Unless expressly otherwise agreed payment shall be made within 30 days after receipt of the invoice with a 3 % discount or within 45 days, net.
- 9.4 In the event of instalment payments being agreed, receipt of the invoice shall be the sole criterion for the beginning of the term, unless the performance of certain services and/ or the provision of securities have been agreed as pre-requisites. Invoices for services which Purchaser has committed to a third party, with the knowledge of Contractor, shall only be due and payable when and to the extent to which Purchaser has received compensation for the services or parts thereof from said third party. In the event that Purchaser has provided a security to said third party because of possible defects, this shall only be valid if Contractor provides a security of the equivalent amount to Purchaser. Possible instalment payments shall not release Contractor from his obligation to show and charge all services in an itemized final invoice.
- 9.5 Payments of Purchaser shall in no case mean an acknowledgment of perfect performance according to the rules of the art in the sense of an acceptance.

### 10. Offsetting, right of retention, group clearing

- 10.1 Purchaser shall be entitled to set-off and retention rights to the extent permitted by law.

## General Purchasing Conditions for the Supply of Goods and Services (GPC) of all companies of the BORSIG Group (Purchaser)

- 10.2 Purchaser shall also be entitled to offsetting and retention rights regarding such claims against companies which are related with Contractor in the sense of Art. 15 AktG (German Stock Corporation Law).
- 10.3 Disputes regarding the amount to be paid to Contractor shall not entitle Contractor to stop his services as a whole or in part, not even temporarily.
- 11. Delivery period, delayed delivery**
- 11.1 The delivery period given in the order shall be binding. Early deliveries and/or part deliveries shall require the express written approval of Purchaser.
- 11.2 Contractor shall be obliged to inform Purchaser without delay in writing in the event that circumstances should occur or become visible as a result of which it will not be possible to observe the delivery period. In this connection Contractor has to inform the Purchaser about the reason and the estimated duration of the delay.
- 11.3 Purchaser shall be entitled to request, besides fulfilment, a contractual penalty of 0.2 % of the total contract price, net, for each working day of deferment, however, without exceeding a total of 5 % of the total contract price, net. Assertion of further claims due to delay (including the right of withdrawal from the contract and/or claim damages instead of performance of work) shall not be excluded by this. The right of Purchaser to claim the contract penalty shall continue until final invoicing / payment even if this has not been reserved at the time of acceptance of the work.
- 11.4 In addition, and without prejudice to its other rights, the Purchaser may, after expiry of a reasonable grace period set by it, if the service is no longer of interest to it as a result of the delay or if there is imminent danger or to avoid further damage, have the service not yet performed by the Contractor performed by a third party at the expense of the Contractor.
- In any case of substituted performance by Purchaser, Contractor shall, at his own expense, provide the Purchaser with all information required for this purpose and hand over the documents in his possession and, if necessary, obtain the necessary rights of use for its own or third-party property rights to the extent necessary for the substitute performance or immediately indemnify the Purchaser against any claims arising from these third-party rights. Upon the conclusion of this contract the Contractor declares its consent to the use of his industrial property rights in the event of substituted performance by Purchaser or third parties commissioned by Purchaser. The claim for payment of the contractual penalty already incurred up to the time the order is placed with the third party must be fulfilled in any case.
- 12. Assignment of claims**
- Claims against Purchaser may only be assigned with his prior consent in writing. This does not apply to assignments within the scope of an extended retention of title. Art. 354a HGB (German Commercial Code) shall remain unaffected.
- 13. Transfer of risk**
- Contractor shall bear the risk in accordance with the terms of delivery agreed in line with Section 9.2.
- 14. Documents**
- Contractor shall be obliged to state Purchaser's order number and the contractually agreed markings on all shipping documents and/or delivery notes, otherwise any consequences (e.g. delays, extra costs) shall solely be borne by Contractor.
- 15. Warranty for defects, notice of defects**
- 15.1 Contractor warrants that his services comply with the recognized rules and the latest state of the art as well as the standards, regulations and norms (including safety, occupational safety, and accident prevention regulations) applicable in the country of Contractor and in the country of destination, that they have the agreed characteristics, and that they are otherwise free from defects, including with regard to goods with digital elements and digital products. This applies with regard to the country of destination if the country of destination was specified in the order.
- 15.2 The Purchaser shall only inspect the goods upon receipt for obvious defects, transport damage, completeness, and identity of the goods. The Purchaser shall report such defects immediately. The Purchaser reserves the right to carry out a more extensive inspection of the goods upon receipt. Furthermore, the Purchaser shall report defects as soon as they are discovered in the ordinary course of business. Insofar Contractor waives the right to object to late notifications of defects.
- 15.3 The statutory warranty claims are granted to the Purchaser without restrictions. In any case Purchaser may, at his discretion, demand that the Contractor remedy the defects or provide replacement;
- Contractor shall bear all expenses required for the purpose of remedying the defects or providing a replacement.
- 15.4 If the Contractor is in default with the subsequent performance, the Purchaser is entitled to remedy the defects itself at the Contractor's expense.
- 15.5 If the Purchaser is entitled to remedy defects himself according to Section 15.4, Section 11.4 shall apply with regard to the contractor's obligations. If the Purchaser incurs costs as a result of the defective delivery, in particular for dismantling, assembly, travel, freight, packaging, insurance, customs duties and other public charges, inspections and technical acceptance tests, work, materials or costs for an incoming inspection exceeding the usual scope, these shall be borne by the Contractor.
- 15.6 Unless otherwise agreed in writing, the Purchaser's claims for defects shall become time-barred 36 months after the transfer of risk (Section 13). If the service is intended for a building and has caused its defectiveness, the limitation period shall be 5 years. Longer statutory limitation periods remain unaffected; Sections 438 (3), 479, and 634a (3) of the German Civil Code (BGB) also remain unaffected.
- 15.7 If the Contractor fulfills its obligation to remedy the defect by making a replacement delivery, the limitation period shall recommence for the goods delivered as replacement upon delivery of the replacement goods, unless the Contractor has expressly and correctly reserved the right to make the replacement delivery only as a gesture of goodwill.
- 16. Product liability, indemnification, insurance cover**
- 16.1 Insofar as the contractor is responsible for a product defect or the violation of statutory/official safety regulations, he shall indemnify the Purchaser against any claims for damages by third parties upon first request if the cause lies within its sphere of control and organization and it is liable in relation to third parties.
- 16.2 In this context, the Purchaser shall be entitled to reimbursement of all expenses incurred by the Purchaser in connection with recall campaigns initiated by the Purchaser; the Purchaser shall inform the Contractor in advance, as far as possible and reasonable, of the nature and scope of recall campaigns and give the Contractor the opportunity to comment. Further legal claims remain reserved.
- 16.3 This shall apply accordingly in the event that product defects are attributable to work of sub-contractors or sub-suppliers of Contractor.
- 16.4 The Contractor is obliged to maintain adequate, market-standard product liability insurance during the term of the contract, including any limitation periods, and to provide the Purchaser with written proof of this at any time upon request, in particular by means of written confirmation from the Contractor's insurer.
- 17. Compliance with regulatory requirements, trade compliance**
- 17.1 The parties shall ensure that the fulfillment of their contractual obligations, including the delivery of goods and services, complies with the regulatory requirements applicable to them and to the place of import, the place of destination, and the place of intended end use. Regulatory requirements include, but are not limited to, customs laws, import restrictions, export restrictions, trade restrictions, sanctions and embargoes, product safety regulations, dangerous goods regulations, laws on due diligence in the supply chain, sustainability regulations, and environmental regulations.
- 17.2 At the request of the Purchaser, the Contractor shall immediately procure the information and documents necessary to comply with the regulatory requirements or to prove compliance. Such information and documents include, but are not limited to: proofs of origin, customs documents, shipping documents, ECCN or dual-use classifications, gray emissions, hazardous substances used, sustainability certifications, declarations and proofs of conformity, geolocation data, information on production facilities, or environmental information. Sentence 1 applies accordingly to information and documents required for subsequent (re-)export of contract goods. The Purchaser is entitled to determine the reasonable scope of the required information and documents as well as the manner of data transmission. If relevant changes occur after the information has been provided or the documents have been sent, the Contractor must notify the Purchaser immediately.
- 17.3 If the Purchaser is required to obtain approval or authorization prior to the performance of the contract, the delivery or service deadlines shall be suspended until such approval or authorization has been granted, unless the Purchaser is responsible for the delay. If the contract for the procurement of goods or services is already dependent on approval, the entire contract shall be subject to the condition that the relevant approval is granted.
- 17.4 The Contractor shall ensure that the goods delivered, including their raw materials and parts, and the services provided have not been manufactured or procured in violation of the prohibitions of the U.S. Dodd-Frank Act, Regulation (EU) 2017/821, or the U.S. Uyghur Forced Labor Prevention Act.

## General Purchasing Conditions for the Supply of Goods and Services (GPC)

### of all companies of the BORSIG Group (Purchaser)

- 17.5 Insofar as delivered goods fall within the scope of Regulation (EU) 2023/1115 ("EUDR"), the Contractor shall ensure that they are deforestation-free within the meaning of the EUDR.
- 17.6 The Contractor shall ensure that the goods delivered and services provided have not been manufactured or procured in violation of human rights, in particular child labor, forced labor, and slave labor.
- 17.7 The Contractor shall take appropriate measures within its supply chain to ensure and monitor compliance with the aforementioned laws and regulations.
- 17.8 At the request of the Purchaser, the Contractor shall immediately provide suitable evidence of compliance with the aforementioned laws and regulations. The Purchaser is entitled to carry out further appropriate verification measures.
- 17.9 When delivering goods listed in Annex I of Regulation (EU) 2023/956 ("CBAM Regulation"), the Contractor is required to provide all information necessary to fulfill the obligations under the CBAM regulation and any implementing acts ("CBAM information") no later than 10 days after the end of a quarter. CBAM information includes, among other things: information on manufacturing facilities, relevant intermediate products, direct and indirect gray emissions, compensation already paid abroad for relevant greenhouse gases, information on production processes and production routes, information on data collection and data quality. The exact scope of the data to be transmitted shall be requested by the Purchaser on the basis of the currently applicable legal situation. The Purchaser shall determine the manner in which the data is transmitted, taking into account the legitimate interests of all its suppliers.
- 17.10 The Contractor shall warrant that the CBAM information is complete and accurate. The Contractor shall warrant that the information, including any calculations, is documented and verifiable. The Purchaser shall be entitled to check the completeness and accuracy of the CBAM information or to have it checked by third parties, in particular by accredited auditors. The Contractor shall grant the auditors access to production facilities for this purpose during normal business hours and to the extent necessary. If the Contractor is not the manufacturer of the goods, he shall ensure in an appropriate manner that auditors have access to the manufacturing facilities along the supply chain.
- 17.11 If the parties have agreed on a maximum value for the gray emissions of certain CBAM goods, the Contractor shall ensure that these maximum limits are not exceeded in a verifiable manner. If the reported value of gray emissions exceeds the agreed maximum value or if the actual reported value cannot be verified, the Purchaser shall be entitled to reduce the purchase price of the goods by the amount of the costs for CBAM certificates to be purchased additionally.
- 17.12 The Purchaser is entitled to withdraw from the contract in whole or in part if the Contractor violates an essential obligation under the regulatory requirements. The Purchaser is also entitled to withdraw from the contract in whole or in part or to reduce the purchase price appropriately if information or documents are not provided or are not provided in a timely manner and the delivered goods cannot therefore be imported, placed on the market or exported, or can only be imported, placed on the market or exported with a delay.
- 17.13 The Contractor shall be liable to the Purchaser for any damage resulting from failure to comply with the above obligations or from incorrect information, including any public charges, penalties, fines, and intangible damage, including damage to reputation.
- 18. Liability for environmental damage**
- The Contractor shall be liable for all damage caused in connection with his services as a result of a breach of environmental protection regulations (such as emission control laws, waste oil and water management laws, waste disposal laws and/or regulations issued in this regard). In this context, he shall indemnify Purchaser against all claims for damages by third parties upon first request. There shall be no obligation to indemnify or pay damages if the Contractor is not responsible for the breach of duty.
- 19. Third-party property rights**
- The Contractor shall be liable to the Purchaser for ensuring that no third-party rights are infringed in connection with the fulfillment of the orders, in particular no industrial property rights of third parties. In the event of any claims by third parties, the Contractor shall indemnify the Purchaser against all such claims, unless the Contractor is not responsible for the breach of duty or the legal defect. The obligation to indemnify also applies to all expenses necessarily incurred by the Purchaser as a result of and/or in connection with such a claim.
- 20. Subcontracting, partial invalidity**
- 20.1 The Contractor requires the prior written consent of the Purchaser to exercise rights of retention against its subcontractors.
- 20.2 In order to prevent the exercise of rights of retention by the Contractor's subcontractors, the Purchaser shall be entitled to make direct payments to subcontractors which, insofar as they relate to justified claims of the subcontractor, shall be deemed to be payment in full to the Contractor. Legitimate claims of the subcontractor against the Contractor in accordance with the preceding sentence shall also include those claims where the Purchaser was mistaken in good faith as to their existence.
- 20.3 In any case, third parties, in particular subcontractors and sub-suppliers, whom the Contractor uses to fulfill his obligations arising from the order or who are otherwise involved by him in connection with his services, are vicarious agents of the Contractor.
- 20.4 Should any provision of this contract be or become invalid, void or unenforceable in whole or in part for reasons relating to the law governing general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB), the statutory provisions shall apply.
- Should any provision of this contract be or become invalid or unenforceable in whole or in part for reasons other than those relating to the provisions on the law applicable to general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB), this shall not affect the validity of the remaining provisions of the contract, unless the performance of the contract – even taking into account the following provisions – would constitute an unreasonable hardship for one of the parties. The same shall apply if, after conclusion of the contract, a loophole requiring supplementation arises.
- Contrary to the principle established by the German Federal Court of Justice, according to which a severability clause is generally intended only to reverse the burden of proof, the validity of the remaining provisions of the contract shall remain unaffected under all circumstances, thereby waiving § 139 BGB (partial invalidity) in its entirety.
- The parties shall replace any invalid/void provisions or incomplete provisions that are invalid/void for reasons other than the provisions regarding the law applicable to general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB) void/inapplicable provision or a loophole requiring completion with a valid provision that corresponds to the legal and economic content of the invalid/void/inapplicable provision and the overall purpose of the contract. Section 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be replaced by a legally permissible measure that comes closest to the original measure.
- 21. Place of performance**
- The place of performance for the Contractor's services is the agreed place of use; the place of performance for payments by the Purchaser is the Purchaser's place of business.
- 22. Place of jurisdiction, applicable law**
- 22.1 If the Contractor is a registered merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all types of proceedings shall be the registered office of the Purchaser; the Purchaser may also sue the Contractor at its general place of jurisdiction.
- 22.2 The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.