

General Terms and Conditions of Purchase
of
Heiche Bayern GmbH,
Heiche Oberflächentechnik GmbH
(hereinafter referred to as “*Heiche Group*”)

§ 1 General - Scope

- (1) These General Terms and Conditions of Purchase (hereinafter referred to as “*Terms and Conditions*”) apply to contracts concluded by a company of Heiche Group (hereinafter referred to individually as “*Heiche*”) with companies, legal entities under public law or special funds under public law pursuant to Section 310 (1) of the German Civil Code (hereinafter referred to as “*Supplier*”). The terms and conditions of the Supplier or third parties shall not apply, even if Heiche does not separately object to their validity in individual cases. Even if the Supplier refers to a letter that contains or refers to the terms and conditions of the Supplier or a third party, this does not constitute agreement with the validity of those terms and conditions. The uncontested acceptance of deliveries and services and their payment, as well as silence on the part of Heiche, does not in any way constitute acceptance of the Supplier's terms and conditions. An exception applies with regard to a simple or extended retention of title agreed in the Supplier's terms and conditions. Deliveries subject to retention of title with the forms of extension specified above are accepted by Heiche. Heiche and the Supplier are hereinafter also referred to jointly as the “*Parties*”.
- (2) Additions and amendments to the agreements made, including these Terms and Conditions, must be confirmed in writing. For this purpose, transmission by telecommunication, in particular by fax or e-mail, is sufficient, provided that a copy of the signed declarations is transmitted. Verbal agreements are valid if they are confirmed by Heiche in writing.
- (3) Insofar as this is a mutual commercial transaction, these Terms and Conditions shall also apply to all future transactions and contracts with the Supplier.
- (4) Individual agreements (e.g., framework supply agreements, quality assurance agreements) and information in Heiche's orders take precedence over these Terms and Conditions.
- (5) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions.

§ 2 Orders and Commissions

- (1) Unless Heiche's offers (orders) expressly contain a binding period, Heiche shall be bound by them for one week after the date of the order. The date of receipt of the declaration of acceptance in text form by Heiche shall be decisive for timely acceptance. Late acceptance shall be deemed a new offer and requires acceptance by Heiche. Changes and additions to offers shall only be binding if they are confirmed by Heiche in writing. The written form shall be deemed to have been complied with by transmission by fax or email.
- (2) Supplier shall review all information provided to it for the performance of the contract, such as specifications, performance descriptions, and any items provided for the performance of the contract, such as parts and other materials, to ensure their suitability for the purpose intended by Heiche. Supplier shall inform Heiche immediately if this review concludes that deviations or corrections to the items provided or the contractual items are necessary or appropriate. Heiche shall then inform the Supplier in writing whether and, if so, what changes the Supplier should make. If these changes lead to a change in the agreed costs or delivery dates, the Supplier shall immediately notify Heiche thereof. The Parties shall endeavor to reach a mutually acceptable and reasonable agreement on this matter. If this is not achieved within a reasonable period of time, Heiche shall decide at its reasonable discretion.
- (3) Heiche shall be entitled to terminate the contract at any time by written declaration stating the reason if the ordered products can no longer be used in Heiche's business operations due to circumstances that have arisen after the conclusion of the contract. In this case, the Supplier shall be remunerated for the partial performance it has rendered.

§ 3 Price

- (1) The price stated in the order is binding and, unless otherwise specified, includes the costs of packaging, insurance, freight, transport, and customs duties to the shipping address or place of use specified by Heiche (DDP – Delivered Duty Paid in accordance with Incoterms 2010) – plus the applicable statutory value-added tax. If, in exceptional cases, an EXW (ex works according to Incoterms 2010) price has been agreed, Heiche shall only bear the cheapest freight costs. In any case, the Supplier shall bear the costs incurred up to the handover to the carrier, including loading.
- (2) The agreed prices are fixed prices. Claims based on additional deliveries and/or services can only be asserted after prior written agreement and commissioning of the additional deliveries and/or services between the

Parties. Heiche shall benefit from any discounts in the period between the placing of the order and delivery.

- (3) Heiche shall be entitled to rights of set-off and retention to the extent permitted by law. Heiche is also entitled to offset such claims against claims that its affiliated companies have against the Supplier, as well as claims that the Supplier has against an affiliated company of Heiche.
- (4) The Supplier shall only have a right of set-off or retention in respect of legally established or undisputed counterclaims.

§ 4 Payment/Invoice

- (1) In principle, payment shall be made by bank transfer. Supplier shall provide the relevant bank details for this purpose. In the case of bank transfers, payment shall be deemed to have been made on time if Heiche's bank receives the transfer order before the payment deadline expires; Heiche shall not be responsible for any delays caused by the banks involved in the payment process. Unless otherwise agreed, all payments shall be made in European currency.
- (2) Settlement of the invoice shall not be deemed approval of the delivery or waiver of complaints regarding obvious or hidden defects.
- (3) Invoices can only be processed by Heiche if they contain the order number stated in Heiche's order, as well as the information and/or documents agreed upon in the order, and if they comply with the provisions of German sales tax law. Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for such consequences.
- (4) Payment period for invoices is 30 days and starts when Heiche gets a proper, verifiable invoice in line with Section 14 of the German Sales Tax Act (UStG), with the date on the receipt stamp, not the invoice date, being relevant for compliance with the deadline. Invoices that contain defects or errors do not constitute grounds for payment and may be returned by Heiche at any time. In the latter case, payment shall only become due upon receipt of the correctly issued invoice.
- (5) In case of incorrect, incomplete, or non-delivery or non-performance, Heiche is entitled, without prejudice to its other rights, to withhold payments on all claims arising from the business relationship to a reasonable extent until proper subsequent performance, without loss of rebates, discounts, and similar payment benefits.
- (6) Without the written consent of Heiche, the Supplier is not entitled to assign its claims to third parties or to have them collected by third parties. In the event of an assignment without the consent of Heiche, the provisions of § 354a HGB (German Commercial Code) shall apply. However, Heiche may, at its discretion, make payment to the Supplier or the third party with discharging effect.

§ 5 Delivery dates, delivery periods and delay

- (1) The delivery date specified in the order is binding. Heiche reserves the right to change the specified delivery dates. The date of receipt of the goods by Heiche or at the specified delivery address shall be decisive for compliance with the delivery date.
- (2) Early deliveries will only be accepted after prior agreement with Heiche. Without prior agreement, Heiche reserves the right not to accept the delivery and to return it at the Supplier's expense and risk.
- (3) Supplier is obliged to notify Heiche immediately in writing as soon as circumstances arise or become apparent to them which indicate that the agreed delivery date cannot be met. Heiche reserves the right to make other arrangements for timely procurement in cases where the delay causes scheduling problems.
- (4) If the agreed delivery or service deadline is exceeded, Heiche may withdraw from the contract after expiry of a reasonable grace period set by it and procure replacement elsewhere. In addition, Heiche reserves the right to claim damages for direct and/or indirect losses caused by the delay.
- (5) In case of a delay in delivery, Heiche shall be entitled to demand a contractual penalty of 1% per calendar week or part thereof, up to a maximum of 5% of the total order value (final invoice amount excluding VAT). Heiche reserves the right to prove that higher damages have been incurred. Supplier reserves the right to prove that no damages or only significantly lower damages have been incurred. The right to assert further legal claims remains reserved.

§ 6 Packaging

- (1) Packaging may only be charged for after prior agreement in writing.
- (2) Heiche reserves the right to return charged packaging that is still usable, charging the amount invoiced to it.

- (3) Returnable packaging must be clearly marked as such and the number of items must be stated on the accompanying documents. The pallets used for transport must be in perfect condition.
- (4) The goods must be packaged in such a way as to avoid damage during transport.
- (5) Supplier's obligation to take back packaging is governed by the statutory provisions.

§ 7 Force Majeure, Acceptance of Goods, Transfer of Risk, Property Rights

- (1) Events of force majeure and operational disruptions, regardless of their nature and cause, which make it difficult or impossible for Heiche to accept the goods, as well as unforeseeable changes in quantity occurring at Heiche, entitle Heiche to postpone the acceptance deadlines or to withdraw from the delivery contract based on written declarations. In case of withdrawal, Heiche shall reimburse the Supplier for any proven additional costs incurred by it up to the time of withdrawal.
- (2) Shipment shall be at Supplier's risk. The risk of any deterioration, including accidental loss, shall remain with Supplier until proper and complete delivery to the shipping address or place of use specified by Heiche, unless otherwise agreed in individual cases – in accordance with Incoterms 2010 D clauses. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance.
- (3) In the case of delivery with installation or assembly, the risk shall pass to Heiche upon successful completion, which shall be documented in an acceptance report.
- (4) If Supplier is required to provide material samples, test reports, quality documents, or other contractually agreed documents, the completeness of the delivery and service also requires that these documents be received by Heiche.
- (5) In the case of delivery of goods subject to retention of title, Heiche shall be entitled to resell them in the ordinary course of business. Heiche shall become the owner at the latest upon payment of the full purchase price.

§ 8 Warranty, Complaints Regarding Material Defects and Defects of Title

- (1) Supplier shall be responsible to Heiche for ensuring that its deliveries and services comply with the recognized rules of technology and the contractually agreed properties, standards, and safety, occupational safety, accident prevention, and other regulations, that they have the quality assured by Supplier, and that they are free from defects. In all other respects, the relevant statutory provisions shall apply.
- (2) Statutory warranty periods apply to all deliveries and services.
- (3) In case of defective performance, Heiche may, as necessary, assert its statutory warranty rights, whereby the following additions and clarifications apply exclusively in favor of the customer.
- (4) In accordance with the statutory provisions, Supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to Heiche. In any case, the product descriptions that are the subject of the respective contract – in particular by designation or reference in Heiche's order – or that have been incorporated into the contract in the same way as these Terms and Conditions shall be deemed to be an agreement on quality. It makes no difference whether the product description originates from Heiche, the seller, or the manufacturer.
- (5) Heiche is not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 BGB, Heiche is therefore entitled to claims for defects without restriction even if the defect remained unknown to it at the time of conclusion of the contract as a result of gross negligence.
- (6) The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Heiche's obligation to inspect is limited to defects that are apparent during an incoming goods inspection involving an external examination, including the delivery documents (e.g., transport damage, incorrect or short delivery), or that are detectable during a quality control inspection using random sampling. If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to inspect, the complaint (notification of defects) by Heiche shall in any case be deemed to have been made immediately and in good time if it is sent within five (5) working days of discovery or, in the case of obvious defects, of delivery. In this respect, the Supplier waives the objection of delay pursuant to Section 377 HGB (German Commercial Code) and the legal consequences of Section 377 (2) and (3) HGB.
- (7) If immediate rectification of a defect is necessary to avert greater disadvantages, Heiche shall be entitled to rectify the defect itself or have it rectified at Supplier's expense. Supplier's liability in case of rectification of defects shall cover all damages and costs caused by the defect.

- (8) If Supplier re-delivers or repairs within the scope of its obligation to remedy defects, the limitation period specified in §8 (2) shall restart. Supplier shall also bear the costs and risk of the measures necessary for the purpose of subsequent performance (e.g., return shipping costs, transport costs).

§ 9 Liability and Other Claims

- (1) Supplier shall be liable for personal injury, property damage, and consequential damage caused by it within the scope of the statutory provisions. Supplier shall be liable for its representatives, vicarious agents, or subcontractors to the same extent as for its own fault.
- (2) Insofar as the Supplier is responsible for such damage, it shall be obliged to indemnify Heiche against claims for damages by third parties to the extent that the cause is within its sphere of control and organization and it is itself liable in relation to third parties.
- (3) If Heiche is obliged to carry out a recall campaign vis-à-vis third parties due to a defect in a product delivered by the Supplier, Supplier shall bear all costs associated with the recall campaign.
- (4) If Heiche is held liable by third parties on the basis of strict liability under non-negotiable law, Supplier shall indemnify Heiche in this respect and, upon first request, shall indemnify Heiche against such claims to the extent that Supplier would also be directly liable. The principles of § 254 BGB (German Civil Code) shall apply mutatis mutandis to compensation for damages between Heiche and the Supplier. This shall also apply in the event of a direct claim against the Supplier.
- (5) Supplier shall take out appropriate liability insurance and provide proof of this to Heiche upon request.

§ 10 Copyrights, Inventor's Rights, Property Rights (of third parties)

- (1) Supplier guarantees that no third-party rights are infringed in connection with its delivery.
- (2) In case of any claims against Heiche in this regard, Supplier shall be obligated to indemnify Heiche against such claims.
- (3) Supplier's indemnification obligation shall cover all damages and expenses necessarily incurred by Heiche as a result of or in connection with the claim by a third party.

§ 11 Drawings, Models, Technical Documents, Production Equipment, Provisions, Confidentiality

- (1) Supplier shall be obliged to keep all illustrations, drawings, calculations, templates, samples, and know-how, as well as other documents and information, strictly confidential, to use them only for the contractually agreed service, and to return them unsolicited after completion of the order. They may not be disclosed to unauthorized third parties or otherwise made accessible. The reproduction of such items is only permitted within the scope of operational requirements and copyright provisions.
- (2) Supplier's confidentiality obligation also extends to personal data.
- (3) The confidentiality obligation shall also apply after the execution or failure of a contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known. Sub-suppliers shall be obliged accordingly.
- (4) If Heiche supplies and/or provides fabrics and materials, these shall remain the property of Heiche. Processing or transformation by Supplier shall be done on behalf of Heiche. If Heiche's materials and substances are processed with other items not belonging to Heiche, Heiche shall acquire co-ownership of the new item in proportion to the value of its items to the other processed items at the time of processing.
- (5) Supplier may only advertise the business relationship between the Parties with Heiche's prior written consent. Supplier undertakes not to use Heiche's company name or trademarks without written consent.
- (6) The obligation to maintain confidentiality and not to use the information disclosed and documents handed over shall not apply if Supplier can prove that it had lawfully obtained such information or documents prior to disclosure or that they were publicly known or accessible. The burden of proof is borne by Supplier.

§ 12 Code of Conduct for Suppliers, Security in the Supply Chain

- (1) Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, Supplier shall not participate, either actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of its employees, or child labor. Furthermore, Supplier shall assume responsibility for the health and safety of its employees in the workplace, observe environmental protection laws, and promote and demand compliance with this Code of Conduct among its suppliers to the best of its ability. Reference is made to the Heiche Group Supplier Code of Conduct, which can be viewed on the website "www.heichegroup.com".
- (2) Supplier shall take the necessary organizational instructions and measures, particularly in the areas of property protection, business partner, personnel, and information security, packaging, and transport, to ensure security in the supply chain in accordance with the requirements of relevant internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g., AEO, C-TPAT). Supplier shall protect its deliveries and services to

Heiche or to third parties designated by Heiche from unauthorized access and manipulation. Supplier shall use only reliable personnel for such deliveries and services and shall require any subcontractors to take appropriate measures as well.

- (3) If Supplier culpably violates the obligations under § 12, Heiche shall be entitled, without prejudice to further claims, to withdraw from the contract or terminate the contract. If it is possible to remedy the breach of duty, this right may only be exercised after a reasonable period of time for remedying the breach of duty has elapsed without success.

§ 13 Export Control

- (1) Supplier has to comply with all requirements of the applicable national and international customs and foreign trade law ("Foreign Trade Law"). Supplier shall provide Heiche in writing with all information and data required by Heiche to comply with foreign trade law for export, import, and re-export no later than two weeks after placing the order and immediately in the event of any changes, in particular:
- all applicable export list numbers, including the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN);
 - the statistical commodity code in accordance with the current classification of goods in foreign trade statistics and the HS (Harmonized System) code, and
 - country of origin (non-preferential origin) and, if required by Heiche, Supplier Declarations of Preferential Origin (for European suppliers) or Certificates of Origin (for non-European suppliers).
- (2) If Supplier breaches its obligations under Section 13 (1), it shall bear all expenses and damages incurred by Heiche as a result, unless Supplier is not responsible for the breach of duty.
- (3) Heiche's performance of the contract is subject to the proviso that there are no obstacles to performance due to national or international foreign trade regulations, embargoes, and/or other sanctions.

§ 14 Data Protection

The Parties undertake to comply with the provisions of the EU General Data Protection Regulation and the Federal Data Protection Act when processing personal data. Reference is made to the Heiche Group's privacy policy, which can be viewed on the website "www.heichegroup.com".

§ 15 Hazardous Substances

If the contractual product is a substance or preparation that has hazardous properties within the meaning of the Hazardous Substances Ordinance or only develops such properties when handled, Supplier has to classify it in accordance with the provisions of the Hazardous Substances Ordinance valid at the time of delivery, package it appropriately, and label it accordingly before placing it on the market. For the initial sampling and the first series delivery, a current, dated safety data sheet in German and English must be sent, including information on the place of use and intended purpose. The safety data sheet must be sent again without request whenever the substance/preparation is changed or the safety data sheet is revised by the Supplier, but at least every 3 years. If there are special handling instructions, Heiche must be informed of this separately in writing and advised on the use of the substance/preparation, taking into account the local conditions at Heiche. The provisions, in particular the obligations of the Supplier under the Hazardous Substances Ordinance in the version valid at the time of delivery, remain unaffected.

§ 16 Assignment

§ 17 Supplier is not entitled to assign its claims arising from the contractual relationship to third parties.

§ 18 Place of Performance, Place of Jurisdiction, Applicable Law

- (1) If insolvency proceedings are initiated against the assets of one Party, the other Party shall be entitled, within the scope of the legal possibilities, to withdraw from the unfulfilled part of the contract.
- (2) Unless otherwise specified in the order, the place of performance shall be the registered business address of Heiche.
- (3) If Supplier is a merchant, Heiche's place of business shall be agreed as the place of jurisdiction. Heiche reserves the right to sue Supplier at the court of its place of business.
- (4) The law of the Federal Republic of Germany shall apply, excluding conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).
- (5) Should individual provisions in these Terms and Conditions be or become invalid, the remaining provisions shall continue to apply regardless of this circumstance.

Heiche Group, as of September 2025
