

Terms and Conditions of Purchase of Konrad Haluk Industriebedarf GmbH

- I. General provisions and scope of application**
- (1) All orders, contracts and delivery schedules of Konrad Haluk Industriebedarf GmbH, hereinafter referred to as **Haluk**, shall be exclusively based on the following Terms and Conditions of Purchase. The Terms and Conditions of Purchase of Haluk shall only apply to legal entities under public law, special funds under public law or entrepreneurs (hereinafter referred to as **Supplier**). For the purposes of these Terms and Conditions, the term "entrepreneurs" refers to natural or legal persons or partnerships with legal capacity with whom business relations are entered into and who act in the exercise of a commercial or independent professional activity, as defined in Sec. 14 German Civil Code (Bürgerliches Gesetzbuch – BGB). Haluk does not accept any terms and conditions of the contractual partner (hereinafter referred to as **Supplier**) that are contrary to or deviate from these Terms and Conditions of Purchase, unless Haluk has expressly agreed to their validity in writing. Furthermore, the Terms and Conditions of Purchase of Haluk shall also apply if Haluk unconditionally accepts the Supplier's delivery in the knowledge of the Supplier's conflicting or deviating terms and conditions.
- (2) The Terms and Conditions of Purchase of Haluk shall also apply to all future transactions with the Supplier.
- (3) Legally relevant declarations and notices of the Supplier in relation to the contract (e. g. setting of deadlines, reminders, rescission) must be made in writing, i.e. in written or text form (e. g. letter, email, fax). Statutory formalities and further evidence, particularly in the case of doubts regarding the legitimacy of the declaring party, shall remain unaffected by the above.
- II. Offer and conclusion of contract**
- (1) The Supplier is obliged to accept offers made by Haluk within a period of two weeks.
- (2) All agreements (in particular orders, contracts and delivery schedules) made between Haluk and the Supplier for the purpose of executing this contract, as well as any amendments and supplements thereto, must be set out in writing in this contract. Verbal agreements shall only be effective if confirmed in writing by Haluk. No verbal agreements have been made.
- (3) Haluk retains all property rights and copyrights to calculations, illustrations, drawings and other documents. Third parties may not access these without the express written consent of Haluk. These materials are to be used exclusively for production in accordance with the instructions of Haluk. Upon completion of the order, the materials are to be returned to Haluk without request. These are to be kept confidential from third parties, subject to the additional provisions of Sec. IX, paragraph 4.
- (4) The cost estimates provided by the Supplier are binding and not to be paid by Haluk, unless otherwise agreed.
- (5) The Supplier shall inform Haluk in writing prior to the conclusion of the contract if the ordered products are subject to export control or other restrictions of marketability according to the regulations applicable in the Federal Republic of Germany. In the event of incorrect, incomplete or untimely information being provided, or a lack of information being supplied, Haluk shall be entitled to withdraw from the contract after the expiry of a reasonable period set by Haluk, without regard to any fault on the part of the Supplier. The same shall apply in the event that the products are subject to export control or other restrictions on marketability. This does not affect any other claims that Haluk may have.
- III. Restrictive measures against Russia, Belarus and the territories occupied by Russia - contractual penalty**
- (1) In light of the restrictive measures imposed by the European Union on Russia, Belarus and the territories occupied by Russia in Ukraine (including Sevastopol and the regions of Crimea, Kherson, Donetsk, Luhansk and Zaporizhzhya) (hereinafter collectively referred to as Sanctioned Territories), it is prohibited to import, purchase or transport certain goods and technologies directly or indirectly from or originating in the Sanctioned Territories (hereinafter Sanctioned Products). This relates in particular to specific iron and steel products. In light of the aforementioned circumstances, the following obligations of the Supplier shall apply.
- (2) The Supplier shall not sell and/or deliver any Sanctioned Products to Haluk.
- (3) The Supplier shall verify whether the products are Sanctioned Products prior to the sale and delivery of the products to Haluk.
- (4) In the event of a breach by the Supplier of the prohibitions and obligations contained in this Section III:
- The Supplier shall be obliged to indemnify Haluk for any damage resulting therefrom;
 - The Supplier shall be obliged to indemnify Haluk against all claims asserted against Haluk due to the breach;
 - Haluk shall be entitled to terminate the contractual relationship with the Supplier without notice for good cause, whereby the Supplier shall be obliged to compensate Haluk for any damage incurred as a result;
 - The Supplier shall be obliged to pay Haluk a contractual penalty to be determined by Haluk at its reasonable discretion for each breach of the obligations set out in this Section III, which may be reviewed by the competent court; the contractual penalty shall be offset against the damage to be compensated by the Supplier.
- The obligation to compensate and indemnify as well as the obligation to pay a contractual penalty shall not apply if the Supplier is not responsible for the breach. Further claims of Haluk shall remain unaffected, subject to the offsetting of any claims for damages against the contractual penalty.
- IV. Export control information obligations of the Supplier**
- (1) The Supplier shall inform Haluk, without being requested to do so, within a period of two weeks after Haluk's order whether the contractual goods are (a) listed in the export list (Annex "AL" to the Foreign Trade and Payments Act (Außenwirtschaftsgesetz - AWG) and/or (b) listed in Annex I of Regulation (EU) No. 428/2009 in the currently valid version (Dual-Use Regulation) and/or (b) listed in Annex IV of the Dual-Use Regulation. Should the products be listed, the Supplier is required to inform Haluk of the corresponding classification number of the contractual goods within the specified timeframe. In instances where there is uncertainty as to whether the product is listed, the Supplier is obliged to inform Haluk accordingly within the aforementioned period. Additionally, the Supplier must notify the recipient of the delivery of the CN code for the product within a period of two weeks after the order.
- (2) The Supplier shall inform Haluk of its own accord within a period of two weeks after Haluk places its order as to whether the products are
- Goods of US origin, or
 - Contain a US component of goods, technology or software ("de-minimis") and whether the value of the US component exceeds 5% or 20% of the total value of the products.
- In the event that the aforementioned categories are met, the Supplier shall inform Haluk within the specified timeframe of the corresponding ECCN classification number for the products in question. Furthermore, the Supplier shall inform Haluk within a period of two weeks after Haluk placing its order, whether the products are subject to the EAR for any other reason. In such an instance, the Supplier is required to inform Haluk of the corresponding ECCN classification number for the products in question within the same period. In addition to the other information obligations set out in these Terms and Conditions of Purchase, each party shall assist the other party in obtaining all information and documents necessary to comply with the applicable foreign trade law or all information requested by the authorities in this respect. This obligation may, for example, include information on the end customer, the place of destination and the intended use of the goods or work/services that are the subject of the contract.
- V. Prices and terms of payment**
- (1) The price stated in the order shall be binding. Unless otherwise agreed in writing, the price shall include delivery "free domicile" including packaging and customs duties.
- (2) Statutory VAT is included in the price.
- (3) Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- (4) Haluk can only process invoices if they contain the order number as stated in the order; the Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless it proves that it is not responsible for this.
- (5) Unless otherwise agreed in writing, Haluk shall settle the Supplier's invoices within 14 days of delivery or performance and receipt of the invoice with a 3% discount or within 30 days of receipt of the invoice net.
- (6) Haluk shall be entitled to the rights of offset and retention as well as the defence of non-performance of the contract to the extent permitted by law.
- (7) The Supplier shall only be entitled to an offset right or right of retention on the basis of counterclaims that have been legally established or are undisputed.
- (8) Ownership of the contractual goods shall be transferred to Haluk upon payment of the purchase price.
- (9) Price escalation clauses, price reservation clauses or other cost clauses of the Supplier shall only be binding on Haluk if they have been separately agreed.
- VI. Delivery time and delay in delivery**
- (1) The delivery time stated in the order is binding. Unless otherwise agreed, the receipt of the complete goods by Haluk is decisive for compliance with the delivery time.
- (2) The Supplier is obliged to inform Haluk immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met.
- (3) In the event of a delay in delivery, Haluk shall be entitled to the statutory claims. In particular, Haluk shall be entitled to claim damages instead of performance and to withdraw from the contract after a reasonable period. If Haluk claims damages, the Supplier shall have the right to prove that it is not responsible for the breach of duty.
- VII. Delivery, performance, transfer of risk - delivery documents**
- (1) The Supplier shall not be entitled to have the services it owes performed by third parties (e.g. subcontractors) without the prior written consent of Haluk. Unless otherwise agreed in individual cases, the Supplier shall bear the procurement risk for its services (e.g. limitation to stock).
- (2) Delivery within Germany shall be made "free domicile" to the place specified on the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to the registered office of Haluk. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to fulfill).
- (3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (item number and quantity) and order number of Haluk (date and number). Haluk shall not be held responsible for resulting delays in processing and payment if the delivery note is missing or incomplete. A corresponding shipping notice with the same content is to be sent to Haluk separate to the delivery note.
- (4) The risk of accidental loss and deterioration of the item shall be transferred to Haluk on delivery at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of Work and Services Contract Law (Werkvertragsrecht - Sec. 631 ff. German Civil Code) shall apply mutatis mutandis in the event of acceptance. Delivery or acceptance shall be deemed to have taken place even if Haluk is in default of acceptance.
- (5) Partial deliveries are not permitted unless Haluk has agreed to them or they are reasonable for Haluk.
- VIII. Inspection for defects and liability for defects**
- (1) The Supplier is obliged to subject the goods to a control system that ensures the intended quality and intended use in accordance with the statutory provisions and contractual agreements.
- (2) Upon acceptance of the goods, Haluk's incoming inspection shall be limited to controlling whether the delivery obviously corresponds to the information in the delivery notes (identity and quantity check) or whether it has obvious defects, subject to a quality and final quantity control. Obvious defects must be reported immediately, no later than two weeks after receipt of the goods, and hidden defects no later than two weeks after their discovery. In this respect, the Supplier waives the defence of late notice of defects. Notwithstanding Sec. 422(1) (2) German Civil Code, Haluk shall be entitled to unrestricted warranty claims even if Haluk was not aware of the defects at the time of the contract was entered into due to gross negligence.
- (3) Haluk shall be entitled to the statutory claims for defects to the full extent; in any case, Haluk shall be entitled to demand from the Supplier, at the option of Haluk, rectification of the defect or delivery of a new item. The Supplier's rights under Sec. 439(3) German Civil Code shall remain unaffected. The right to claim damages, in particular damages in lieu of performance, is expressly reserved.
- (4) Subsequent performance shall also include the removal of the defective goods and their reinstallation, if the goods have been installed in or attached to another item in accordance with their nature and intended use; Haluk's statutory right to reimbursement of the corresponding costs shall remain unaffected. The Supplier shall bear the costs necessary for the purpose of inspection and subsequent performance, even if it turns out that there was in fact no defect. The liability of Haluk for damages in the event of an unjustified claim for rectification of defects shall remain unaffected; however, Haluk shall only be liable in this respect if Haluk has recognised or negligently failed to recognise that there is no defect.
- (5) Haluk shall be entitled to remedy the defect itself or have it remedied by a third party at the Supplier's expense if there is imminent danger and if, due to the particular urgency, it is no longer possible to inform the Supplier of the imminent danger and to set them a short period appropriate to the situation to remedy the defect. The rights under Section 439(3) German Civil Code shall remain unaffected.
- (6) The Supplier may not make the fulfilment of justified claims for rectification of defects dependent on the full payment of the agreed remuneration by Haluk. However, Haluk may not withhold an amount that is disproportionate to the defect to be remedied.
- (7) If Haluk incurs costs as a result of the defective delivery of the goods, in particular transport, travel, labour and material costs or costs for an incoming goods inspection exceeding the usual scope, the Supplier shall bear these costs. Haluk shall be entitled to demand from the Supplier reimbursement of the costs that Haluk has to bear in relation to its customer because the latter has a claim against Haluk for reimbursement of the costs necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs.
- (8) The Supplier guarantees that the delivered products comply with the relevant legal provisions, regulations and guidelines of authorities, professional and trade associations as well as with any approved samples. The Supplier shall indemnify Haluk against all claims of third parties that are asserted against Haluk or our customers due to violation of these legal provisions, regulations or guidelines or due to non-conformity with the approved samples, unless the Supplier is not responsible for the violation of these legal provisions, regulations or guidelines or due to non-conformity with the approved samples. If the

- Supplier has any reservations regarding the execution of the order as requested by Haluk, Haluk must be informed immediately in writing.
- (9) In particular, the Supplier shall ensure compliance with Regulation (EC) No. 1907/2006 (REACH). In particular, the Supplier shall fulfil any existing notification, authorisation, registration and approval obligations under this Regulation. If Haluk is left with obligations as a result of improper fulfilment of obligations by the Supplier, the Supplier shall indemnify Haluk in full against the costs arising therefrom, unless the Supplier is not responsible for the improper fulfilment of obligations. Furthermore, the Supplier is obliged to fulfil the labelling and information obligations applicable to the delivered products properly, completely and on time without further request. Furthermore, the Supplier shall provide Haluk with the safety data sheets according to Regulation (EC) No. 1907/2006 (REACH) prior to the first delivery without being requested to do so. This information is an essential quality of the purchased item. Furthermore, the Supplier warrants compliance with the requirements of Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Restriction of Hazardous Substances - RoHS) and Directive 2012/19/EU on Waste Electrical and Electronic Equipment (WEEE), as well as the requirements of any national implementing legislation, in particular the Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (Elektro- und Elektronikgeräte-Stoff-Verordnung - ElektroStoffV) and the Electrical and Electronic Equipment Act (Elektro- und Elektronikgerätegesetz - ElektroG). The RoHS conformity of the contractual products shall be declared in writing by the Supplier to Haluk prior to the first delivery, the packaging of the products shall be marked accordingly and the RoHS conformity shall be confirmed in the delivery note with the indication "RoHS-konform/RoHS-compliant". The Supplier warrants that no conflict minerals, namely minerals whose proceeds are suspected of being used to finance armed groups or conflicts, in particular tin, tantalum, tungsten and their derivatives and gold from the Democratic Republic of Congo (DRC) or its neighbouring countries, have been used in the manufacture of the delivered products. The Supplier shall ensure the use of conflict free minerals by using only minerals from certified smelters and by purchasing only products from its suppliers that are certified as conflict free. At the request of Haluk, the Supplier shall immediately provide appropriate documentation that the products to be delivered contain only conflict free minerals, in particular minerals from certified smelters. At the request of Haluk, the Supplier is obliged to immediately issue a written declaration of compliance with the requirements stated in this provision. The Supplier warrants that the products have been tested in accordance with the specifications of the applicable EC directives and EC safety standards and will only be delivered in versions that have been tested. The Supplier shall provide Haluk with a legally binding signed declaration of conformity (CE declaration) and a certificate of origin for the products prior to the first delivery. The Supplier shall inform Haluk immediately and without request in writing if the information in the declaration of conformity or the certificate of origin for the products is no longer correct.

IX. Limitation Periods

- (1) The limitation period for material defects is 3 years from the transfer of risk. The limitation period in accordance with sentence 1 shall be extended accordingly if the law provides for longer limitation periods in accordance with Sec. 438(1) (2), 643a(1) (2) German Civil Code and in accordance with Sec. 478, 479 German Civil Code; The same shall apply to claims arising from a guarantee or due to injury to life, body or health or due to a grossly negligent or intentional breach of duty and in the case of fraudulent concealment of a defect. The provisions on suspension of expiry, suspension and recommencement of limitation periods in accordance with the statutory provisions shall remain unaffected.
- If acceptance has been agreed, the limitation period shall commence upon acceptance. The limitation period of 3 years shall apply accordingly to claims arising from defects of title, whereby the statutory limitation period for in rem claims for restitution by third parties (Section 438(1) (1) German Civil Code) shall remain unaffected; furthermore, claims arising from defects of title shall in no case become statute-barred as long as the third party can still assert the right against Haluk - in particular due to non-statute-barring.
- (2) The limitation periods for sale of goods law, including the aforementioned extension, shall apply to all contractual claims for defects to the extent permitted by law. Insofar as Haluk is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply Sec. 195, 199 German Civil Code), unless the application of the limitation periods for sale of goods law results in a longer limitation period in the individual case.

X. Product liability and exemption from liability

- (1) Insofar as the Supplier is responsible for product damage, they shall be obliged to indemnify Haluk against claims for damages by third parties upon first request, insofar as the cause lies within their sphere of control and organisation and they themselves are liable in their external relations.
- (2) Within the scope of their liability for damage cases within the meaning of paragraph 1, the Supplier shall also be obliged to reimburse any expenses pursuant to Sec. 683, 670 German Civil Code as well as pursuant to Sec. 830, 840, 426 German Civil Code, which arise from or in connection with a recall campaign carried out by Haluk. Haluk shall inform the Supplier - as far as possible and reasonable - about the content and scope of the recall measures to be carried out and shall give the Supplier the opportunity to comment. Other statutory claims shall remain unaffected.
- (3) The Supplier undertakes to take out and maintain product liability insurance with a lump sum cover of EUR 10 million per personal injury/property damage case. If Haluk is entitled to claim further damages, these shall remain unaffected.

XI. Intellectual property rights

- (1) The Supplier warrants that their delivery does not infringe any rights of third parties within the Federal Republic of Germany.
- (2) If Haluk is held liable by a third party in this respect, the Supplier shall be obliged to indemnify Haluk against these claims upon first written request if the Supplier is responsible for the defect of title within the meaning of Sec. 276 German Civil Code. Without the Supplier's consent, Haluk shall not be entitled to enter into any agreements with the third party, in particular to enter into a settlement.
- (3) The Supplier's obligation to indemnify shall include all costs necessarily incurred by Haluk as a result of or in connection with the third party's claim.
- (4) The limitation period shall be 36 months from the date the contract is entered into.

XII. Retention of title, provision and confidentiality

- (1) If Haluk provides goods to the Supplier, Haluk reserves the title to these goods. Processing or transformation by the Supplier shall be carried out for Haluk. If the reserved goods of Haluk are processed with other items not belonging to Haluk, Haluk shall acquire co-ownership of the new item in the ratio of the value of Haluk's item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the goods provided by Haluk are inseparably mixed with other items not belonging to Haluk, Haluk shall acquire co-ownership of the new items in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's items are to be regarded as the main items, it shall be deemed to have been agreed that the Supplier shall transfer proportionate co-ownership to Haluk; the Supplier shall keep sole or co-ownership for Haluk.
- (3) Tools remain the property of Haluk. The Supplier is obliged to use the tools exclusively for the production of the goods ordered by Haluk. The Supplier is obliged to insure the tools belonging to Haluk at replacement value against fire, water and theft at their own expense. At the same time, the Supplier hereby assigns to Haluk all claims for compensation arising from this insurance; Haluk hereby accepts the assignment. The Supplier is obliged to carry out all necessary maintenance and inspection work on Haluk's tools as well as all maintenance and repair work at its own expense and in good time. The

Supplier shall immediately notify Haluk of any malfunctions; if the Supplier culpably fails to do so, claims for damages shall remain unaffected.

- (4) The Supplier is obliged to keep all calculations, illustrations, drawings and other documents and information strictly confidential. They may only be disclosed to third parties with the express consent of Haluk. The confidentiality obligation shall also apply after the termination of this contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

XIII. Final provisions

- (1) If the Supplier is a registered trader, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be Mosbach/Germany. However, Haluk shall also be entitled to take legal action against the Supplier at their place of business.
- (2) If the Supplier is a registered trader, a legal entity under public law or a special fund under public law, the place of performance shall be the registered office of Haluk in Elztal-Dallau, Germany, unless otherwise stated in the order.
- (3) Haluk shall be entitled to store and process the Supplier's contractual data within the scope of the order in compliance with the provisions of the Data Protection Act.
- (4) The contractual relationship shall be governed exclusively by German law. The conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods are excluded. The language of the contract is German.

Last amended: April 2024.