

I. Applicability

1. These General Terms and Conditions of Purchase apply to all – including future – orders for deliveries (goods, including software) and services (hereinafter collectively referred to as “services”) made by Hemscheidt Engineering GmbH & Co. KG (hereinafter “Hemscheidt Engineering”) in the commercial sector, and their execution exclusively. The applicability of the contractor's conditions is explicitly objected to. Other conditions are not accepted, neither by silence nor by acceptance of services.

2. In the event of agreeing on special conditions, these General Terms and Conditions of Purchase apply in a supplementary and subordinate manner.

3. References to the applicability of legal provisions are only for clarification. Thus, legal provisions apply unless they are directly modified or expressly excluded in these General Terms and Conditions of Purchase.

4. Amendments or supplements to these General Terms and Conditions of Purchase, or orders based on them, and the waiver of the requirement for written form, require written form.

II. Offers / Orders

1. The preparation and submission of offers by the contractor are free of charge for Hemscheidt Engineering and non-binding until a written order is issued by Hemscheidt Engineering.

2. The order confirmation will be made within 10 working days. If there is no objection from the contractor after the deadline, the order is considered accepted. Deviation from the order requires prior written consent from Hemscheidt Engineering.

3. Hemscheidt Engineering is entitled to change technical details up to four weeks before the delivery date. If first or replacement samples are provided to Hemscheidt Engineering, series production may only begin after explicit written approval from Hemscheidt Engineering.

4. Hemscheidt Engineering is entitled to cancel orders at any time after the order confirmation has been issued. In this case, Hemscheidt Engineering compensates the contractor for expenses to a reasonable extent.

III. Prices

1. Unless agreed otherwise in individual contracts, agreed total or unit prices are fixed prices plus VAT and include all services and ancillary services of the contractor, valid until the completion of the order. Subsequent increases for any reason are excluded.

2. Prices are understood to be DAP according to INCOTERMS 2020 free of the receiving point specified by Hemscheidt Engineering, including freight, packaging, and ancillary costs. If delivery not prepaid is separately agreed, Hemscheidt Engineering only assumes the cheapest freight costs unless Hemscheidt Engineering specifies a particular type of shipment.

3. If, exceptionally, pricing in foreign currency is agreed upon, the agreed price is based on the exchange rate of the euro to the respective foreign currency quoted in Germany on the day of order confirmation. If this changes

until the payment day, either party can demand a corresponding price adjustment.

IV. Payment / Reservation of Ownership

1. Invoices are sent to HEMSCHIEDT ENGINEERING only after complete fulfillment of the delivery obligations.

2. Payment of invoices is made either within 14 days with a 3% discount or within 60 days without deduction. The periods start from the receipt of the invoice in the email inbox at info@hemscheidt.de but not before the receipt or acceptance of the respective service and – if documentation or similar documents are part of the scope of services – not before their contractual handover to Hemscheidt Engineering. In the case of acceptance of an early (partial) delivery, the payment periods start at the earliest with the agreed date.

3. If the service of advance payments is agreed upon, for which no corresponding value is yet available, Hemscheidt Engineering is entitled to demand, in exchange for the performance of the advance payment, the provision of a directly enforceable bank guarantee of the same amount. This guarantee, the costs of which are borne by the contractor, is returned after the complete fulfillment or acceptance of the respective service.

4. Payments are made by bank transfer. Payment is made on time if the transfer is ordered by the bank on the due date.

5. Offsetting with claims and/or asserting retention rights by the contractor is excluded unless the claim with which offsetting or a retention right is asserted is undisputed or has been legally established. The assignment of all claims from the business relationship to third parties is only allowed with prior written consent from Hemscheidt Engineering.

6. Offsetting and retention rights, as well as the plea of non-fulfilled contract, are available to Hemscheidt Engineering to the extent provided by law.

7. Any retention of title by the contractor is recognized with the provision that ownership of the purchased item passes to Hemscheidt Engineering upon payment of this item (simple reservation of title). The extended reservation of title and all its forms of expansion are excluded.

V. Shipping / Delivery

1. Unless otherwise specified, shipping is to the receiving point specified in the order. The place of fulfillment for all services, including any subsequent performance, is the receiving point specified by Hemscheidt Engineering in the order, or, if not specified, Feucht.

2. Partial deliveries are only permissible with prior written consent from Hemscheidt Engineering. The passing of orders to third parties (sub-suppliers, sub-contractors) is permitted by Hemscheidt, as far as no personal performance is agreed, unless there is an important

reason against it, especially if the third party does not guarantee a contract-compliant fulfillment or is a competitor of Hemscheidt Engineering. The contractor bears any additional costs arising.

3. The contractor bears the risk of accidental loss and accidental deterioration (especially transport risk) according to the agreed INCOTERMS 2020 clause DAP.

4. All goods must be properly packed and labeled. The General Packaging and Delivery Regulation "HWN 406" (available at www.hubner-group.com/group/einkauf) is decisive. Shipping takes place with the commercially usual or with the care required in handling the services. Each delivery includes a delivery note with the Hemscheidt Engineering order number, a packing list, and the part number, as well as any further information requested by Hemscheidt Engineering or necessary due to the nature of the goods.

VI. Delivery Dates / Force Majeure

1. Agreed delivery dates and deadlines are binding. Imminent delivery delays must be communicated to Hemscheidt Engineering immediately; however, this does not free the contractor from any claims for damages due to Hemscheidt Engineering.

2. Hemscheidt Engineering is entitled to claim damages of 5% of the total gross order value in case of non-performance and 0.5% of the total gross order value per started calendar week in case of delay in performance, but no more than 5% in total. The regulation above does not exclude the proof of further damages to be compensated by the contractor. Likewise, the contractor can prove that no or significantly less damage than the lump sum claimed has occurred. Otherwise, statutory provisions apply supplementally.

3. Force majeure and other events not attributable to Hemscheidt Engineering that significantly complicate or make impossible the acceptance or use of the ordered goods release Hemscheidt Engineering from its acceptance and payment obligations for the duration of these impediments.

VII. Long-Term Supplier Declaration / Customs

1. Upon request from Hemscheidt Engineering, the contractor will issue a Long-Term Supplier Declaration according to Regulation (EC) No. 1207/2001 with a validity of two years regarding the origin of the sold goods, as well as, upon request from Hemscheidt Engineering, allow the inspection of these origin proofs by the customs administration and provide all necessary information as well as possibly required confirmations.

2. The contractor will compensate for the damage that arises because the declared origin is incorrect and/or due to erroneous certification or lack of verification possibility by the competent authority is not recognized. This liability does not apply if the contractor proves that he is not at fault.

3. The contractor will obtain all documents and other information in full that are required according to the respective customs regulations or other relevant regulations.

VIII. Warranty / Liability / Insurance

1. The contractor guarantees worldwide for services that they meet the requirements set, in particular, have the agreed quality, are free from defects and suitable for the purposes of use by Hemscheidt Engineering. For goods with digital elements or other digital content, the contractor owes the provision and updating of digital content to the extent that this results from an agreement on quality according to para. 2 or other product descriptions of the manufacturer or from his order, especially in the internet in advertising or on the product label.

If a service is defective or the contractor violates other obligations from the contractual relationship, Hemscheidt Engineering is entitled to the legal rights and claims without restriction. In the event of endangerment of operational safety and/or to avoid unusually high damages at Hemscheidt Engineering or third parties, as well as in the case of unsuccessful subsequent performance by the contractor, Hemscheidt Engineering is also entitled to remedy defects, repair damages, or make covering purchases at the contractor's expense without prior coordination. The contractor has to bear all costs arising in connection with the defective service.

Hemscheidt Engineering is entitled to replacement of corresponding expenses (in particular, transport, travel, labor, and material costs as well as disassembly and assembly costs) if the goods, according to their type and intended use, have been installed or attached to another item before the defect became apparent; further legal claims of Hemscheidt Engineering remain unaffected.

2. The warranty period is 36 months from further processing/commissioning of the respective service, but no longer than 48 months from the respective delivery. If a defect becomes apparent within the first 12 months, it is presumed that it was present at the time of risk transfer.

3. The contractor already now assigns to Hemscheidt Engineering – without prejudice to the claims of Hemscheidt Engineering from the above item 1 – all claims against his supplier / subcontractor arising from a defect that occurred at Hemscheidt Engineering or at third parties. He will hand over to Hemscheidt Engineering all documents required for asserting such claims. If Hemscheidt Engineering does not assert these assigned rights, the contractor can demand their re-transfer.

4. The contractor indemnifies Hemscheidt Engineering from all third-party claims – especially those arising from product liability – resulting from the defectiveness or faultiness of the partial services provided by him to the Hemscheidt Engineering product (especially delivery of raw materials / semi-finished products) or other breaches of duty from the contractual relationship for which he is responsible, in particular, from claims for taking over/compensating transport, travel, labor, and material costs as well as installation and/or removal costs.

5. The contractor has to maintain an adequate insurance cover in the form of business and product liability insurance and, if requested separately, recall cost coverage of at least 2

million euros per insurance case / 4 million euros per insurance year, and present a corresponding certificate of the insurance upon request.

IX. Production Resources (esp. Tools) / Raw Materials

1. Tools, models, drawings, and other documents of all kinds (production resources) provided by Hemscheidt Engineering or manufactured for Hemscheidt Engineering may only be used for executing orders from Hemscheidt Engineering and must not be made accessible to third parties (even partially) without Hemscheidt Engineering's prior written consent. They must be returned to Hemscheidt Engineering immediately upon request, but at the latest two years after their last use. A right of retention is excluded.

2. Production resources and raw materials provided by Hemscheidt Engineering remain the property of Hemscheidt Engineering. The production as well as the processing and processing of such production resources, which the contractor carries out in the execution of the order from Hemscheidt Engineering, is done for Hemscheidt Engineering as the manufacturer, with the result that Hemscheidt Engineering acquires sole ownership. The contractor must store the production resources separately, maintain them regularly, insure them against loss and damage, and permanently and clearly mark them as the property of Hemscheidt Engineering.

X. Quality / Control

1. The contractor will observe the latest state of science and technology in the execution of his services and install and maintain a quality assurance management system certified by an accredited certification body according to ISO 9001 or an equivalent system. Furthermore, the contractor will comply with all relevant quality standards and norms, quality assurance measures communicated by Hemscheidt Engineering, and legal regulations.

2. Before accepting the order, the contractor will analyze the specifications, drawings, and other documents as well as other information transmitted by Hemscheidt Engineering for completeness and correctness and, if necessary, point out any discrepancies to Hemscheidt Engineering.

3. The contractor will carry out a comprehensive final inspection of goods. Hemscheidt Engineering will, immediately after receipt of the respective service, carry out an identity and quantity check as well as inspect the service for obvious transport damage. The period for complaining about discovered defects is 14 days after receipt of the goods at Hemscheidt Engineering and – in the case of drop shipments – 14 days after receipt of the goods at the customer of Hemscheidt Engineering. Other defects must be complained about

within 14 days of their discovery. The contractor waives the objection of a delayed complaint of defects. Payment for the delivered services does not constitute acceptance of defective services; an inspection does not waive the rights due to Hemscheidt Engineering.

4. If services have defects in execution and quality or are carried out without the required accompanying documentation such as missing delivery notes, initial sample reports, missing product labeling, or quality inspection certificates, Hemscheidt Engineering is entitled to charge a flat fee of 150 euros for each case of a justified error report.

5. Hemscheidt Engineering is entitled to inspect the contractor's operations at any time upon prior notification; the contractor ensures the same right of inspection at its subcontractors/suppliers.

XI. Intellectual Property

1. Ownership and copyright rights in illustrations, plans, drawings, calculations, execution instructions, product descriptions, software, and other documents remain with Hemscheidt Engineering.

2. The contractor assures that the use of the delivered services does not infringe any domestic and/or foreign patents, utility models, copyrights, or other rights (hereinafter referred to as "protective rights") of a third party.

3. The contractor indemnifies Hemscheidt Engineering from all claims, damages, costs, and expenses arising from legal disputes and claims from actual and alleged infringements of third-party protective rights.

4. In the event of an infringement of third-party protective rights by him, the contractor is obliged to take all necessary and suitable measures to enable Hemscheidt Engineering to continue to be supplied without infringement of third-party rights.

5. If a protective right of the contractor exists for the delivered services, the contractor grants Hemscheidt Engineering an unlimited, irrevocable, transferable, and free right for the purposes of use by Hemscheidt Engineering, in particular, for usage, maintenance, service, and procurement of spare parts for the delivered services.

6. If development work is part of the order, this - unless otherwise agreed - is compensated by a one-time payment or the part price and transfers into the ownership of Hemscheidt Engineering. If the contractor carries out the development work without using protective rights / know-how of Hemscheidt Engineering, the contractor grants Hemscheidt Engineering an irrevocable, non-exclusive, free, temporally and spatially unlimited license with the right to grant sublicenses for all protective rights arising from the development work that Hemscheidt Engineering reasonably needs for its own or third-party use.

7. A release by Hemscheidt Engineering does not relieve the contractor of his product responsibility, especially his design responsibility.

XII. Confidentiality

The contractor will strictly keep all information from the business relationship confidential. The provided information will be used exclusively for the purpose of the respective order

and not for the contractor's own purposes unless Hemscheidt Engineering has given its explicit written consent beforehand. Excluded are information that the contractor has legally received from third parties without a confidentiality agreement or information that is publicly available.

XIII. Hübner Code of Conduct

The Hübner Code of Conduct (available at: www.hubner-group.com/group/compliance) becomes part of the contract between Hemscheidt Engineering and the contractor with each order. The contractor will adhere to the principles of the Hübner Code of Conduct and pass them on within its own supply chain accordingly.

XIV. Supply Chain

1. The contractor acknowledges that Hemscheidt Engineering falls within the scope of the Supply Chain Due Diligence Act (LkSG) and accordingly undertakes the following obligations.

2. In accordance with § 6 Abs. 4 and § 7 LkSG, the contractor assures to fulfill its obligations from this contract in compliance with the human rights-related and environmental expectations according to the Supplier Code of Conduct by Hemscheidt Engineering (available at: www.hubner-group.com/group/einkauf/ ("CSR Standards")), to adequately communicate the CSR Standards in the supply chain relevant for this contract, and to obligate its direct subcontractors and other suppliers to adhere to standards that essentially correspond to the CSR Standards of Hemscheidt Engineering. The Supplier Code of Conduct by Hemscheidt Engineering becomes part of the contract with each order between Hemscheidt Engineering and the contractor. Hemscheidt Engineering will notify the contractor about future changes to its CSR Standards. The contractor will annually inform Hemscheidt Engineering upon request about the compliance with its obligations and provide suitable proof.

of risk analysis, and the adherence to CSR Standards.)

3. The contractor shall provide Hemscheidt Engineering with all necessary documents for conducting a risk analysis (§ 5 LkSG), reviewing the effectiveness of preventive measures (§ 6 LkSG), remedial actions (§ 7 LkSG), and the complaint procedure (§ 8 LkSG) once a year and as needed upon request. The contractor will support Hemscheidt Engineering with immediate updates of the measures to the best of their ability, if required.

4. The contractor allows Hemscheidt Engineering to conduct training for the contractor's employees on CSR Standards and risk-based controls, respecting the legitimate confidentiality interests of the contractor, during regular business hours at Hemscheidt Engineering's expense, to ensure compliance with this section XIV.

5. If the contractor identifies an actual or imminent breach of the CSR Standards in its business area, it shall immediately inform Hemscheidt Engineering and take appropriate remedial action (§ 7 Abs. 1 LkSG). If the violation cannot be ended in a foreseeable time, the contractor shall develop and implement a

concept to end or minimize the violation according to the requirements of § 7 Abs. 2 LkSG in collaboration with Hemscheidt Engineering. Hemscheidt Engineering is entitled to temporarily suspend business relations with the contractor during efforts to minimize risks. In cases of § 7 Abs. 3 LkSG, Hemscheidt Engineering is entitled to extraordinary termination of the contract. 6. If Hemscheidt Engineering obtains substantiated knowledge of a possible violation of CSR Standards within the contractor's supply chain, the contractor shall support Hemscheidt Engineering to the best of its ability in implementing the measures required according to § 9 Abs. 3 LkSG. In particular, the contractor shall provide all documents necessary for conducting the risk analysis and cooperate in implementing preventive and remedial measures.

7. The contractor shall document compliance with the CSR Standards and support Hemscheidt Engineering in fulfilling its documentation and reporting obligations according to § 10 LkSG. The contractor shall continuously provide Hemscheidt Engineering with the necessary documents located at the contractor for documentation purposes and the documents required for annual report preparation upon request without delay.

XV. Security in the Supply Chain

1. If the contractor is already a certified Authorized Economic Operator (AEO), it shall prove this by sending a copy of the official certification to Hemscheidt Engineering.

2. If the contractor is not yet a certified AEO, it is obliged to sustainably ensure the requirements listed in the security declaration (available at www.hubner-group.com/group/einkauf/) in its operation and to send the legally binding signed security declaration to Hemscheidt Engineering immediately. If the contractor cannot fully meet the requirements stated in the security declaration, it is obliged to inform Hemscheidt Engineering immediately.

3. If the proofs/declarations from the contractor according to items 1 and 2 have not yet been submitted to Hemscheidt Engineering, this must be done within two weeks after receiving the order from Hemscheidt Engineering. If the contractor fails to meet this obligation, Hemscheidt Engineering is entitled to withdraw from the order by written declaration to the contractor within a further 2 weeks.

XV. Insolvency

1. If the contractor or a third party files for insolvency proceedings over the contractor's assets, or if insolvency proceedings are opened against him by court or rejected for lack of assets, and he is therefore unable to fulfill his contractual obligations, the contractor shall inform Hemscheidt Engineering

immediately. In these cases, the contractor grants Hemscheidt Engineering the right to reproduce the goods or have them reproduced by third parties.

2. In the event of the occurrence of the cases mentioned in item 1., the contractor must hand over all production resources provided by Hemscheidt Engineering at the first request, preferably before seizure.

3. Hemscheidt Engineering is entitled to extraordinarily terminate the business relationship with immediate effect, excluding compensation claims, in the event of the cases mentioned in item

XVI. Final Provisions

1. All modifications and/or supplements to technical, commercial, and other conditions in the business relationship require written form.

2. The place of jurisdiction is the seat of the main office of Hemscheidt Engineering in Feucht and, if applicable, additionally the seat of the branch office of Hemscheidt Engineering registered in the commercial register that concludes the contract. Subject to this, Hemscheidt Engineering is also entitled to sue the contractor at the court responsible for its seat.

3. All legal relations between Hemscheidt Engineering and the contractor are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and those provisions of conflict of laws that would justify the applicability of another legal order.

4. Should a part of the contract or these General Terms and Conditions of Purchase be or become ineffective, this shall not affect the validity of the rest of the contract or these conditions. An effective regulation that comes closest to what Hemscheidt Engineering intended economically will replace the ineffective regulation. The same applies in the case of a regulatory gap.