

General Purchasing Terms and Conditions of Prometall Fertigungstechnik GmbH

Version dated: 15.10.2026

I. Scope

1. These General Purchasing Terms and Conditions apply to all business relationships between our Prometall Fertigungstechnik GmbH, with its registered office in Rieden im Allgäu (Commercial Register of the local court of Kempten; HRB 9994) – hereinafter also referred to as the "Purchaser" – and entrepreneurs within the meaning of Section 14 of the German Civil Code ("**BGB**"), legal entities under public law, or special governmental estates within the meaning of Section 310(1) BGB – hereinafter referred to as "Suppliers".
2. Our orders, and all deliveries, services and offers by our Suppliers, are governed exclusively by these General Purchasing Terms and Conditions, irrespective of whether the Supplier manufactures the contractual products itself or purchases them from sub-suppliers (Sections 433 and 650 BGB). These General Purchasing Terms and Conditions therefore form part of all contracts that we conclude with our Suppliers for the deliveries or services they offer. They also apply to all future deliveries, services or offers, even if they are not expressly agreed again.
3. These General Purchasing Terms and Conditions apply exclusively. Any terms and conditions of our Suppliers or third parties shall not apply, even if we do not expressly object to their applicability in an individual case. Even if we refer to a document containing, or referring to, the Supplier's or a third party's terms and conditions, this shall not constitute consent to the applicability of those terms and conditions. The same applies to acceptance or payment for goods or services.
4. Individual agreements (e.g. framework supply agreements or quality assurance agreements) and the information contained in our order shall take precedence over these General Purchasing Terms and Conditions. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce (ICC) in Paris, in the version in force at the time the contract is concluded.
5. Legally relevant declarations and notices relating to the contract (e.g. setting a deadline, notice of default or withdrawal) must be made in writing. For the purposes of these General Purchasing Terms and Conditions, "in writing" includes written and text form (e.g. letter, email or fax). Statutory formal requirements and further evidence, particularly where there is doubt as to the identity or authority of the person making the declaration, remain unaffected.
6. References to statutory provisions are for clarification only. Accordingly, statutory provisions shall apply even without such clarification, unless they are directly amended or expressly excluded by these General Purchasing Terms and Conditions.

II. Orders and Purchase Orders

1. Unless a different procedure has been agreed with the Supplier, our orders and delivery call-offs must be in written form to be effective.
2. Unless our order expressly provides otherwise, we shall be bound by our order for one week from the date of the order. Timely acceptance shall be determined by the receipt of the notice of acceptance by us.
3. Delivery call-offs made within an ongoing business relationship shall generally become binding if the Supplier does not object within seven working days of receipt of the call-off. This shall not apply where a different arrangement has been expressly agreed with the Supplier.
4. We may change the time and place of delivery and the type of packaging at any time by written notice, provided reasonable notice is given before the agreed delivery date. The same applies to changes to product specifications, insofar as they can be implemented within the Supplier's normal production process without significant additional effort. We shall reimburse the Supplier for the additional costs caused by such changes, provided they are documented and reasonable. If such changes cause delivery delays that cannot be avoided through reasonable efforts in the Supplier's normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify us in writing, in good time before the delivery date and after receipt

of our notice under sentence 1, of any additional costs or delivery delays that it reasonably expects following a careful assessment.

5. Any changes to the subject matter of delivery with regard to quantity, design, configuration, production process, materials, upstream suppliers, quality procedures or production site always require our prior written approval. This also applies to the appointment or replacement of sub-suppliers or subcontractors.
6. Cost estimates issued by the Supplier are binding on the Supplier with regard to the total and individual prices stated therein and shall be prepared free of charge, unless expressly agreed otherwise before preparation. The Supplier bears the risk that the estimate is accurate and complete. The total amount stated in the estimate constitutes a binding cost ceiling. Any excess requires the Purchaser's prior written approval.

III. Prices, Payment Terms and Invoice Information

1. The prices stated in the order are in euros (EUR) and are binding. Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address stated in the order, including packaging, taxes, customs duties and other charges.
2. If, under the agreement, the price does not include packaging or transport and the remuneration for packaging or transport has not been expressly specified, these items shall be charged at verifiable cost price. At our request, the Supplier shall take back the packaging at its own expense.
3. The price is payable within 30 days with a 3% cash discount, or within 60 days net, in each case from receipt of the goods/services and a duly issued invoice. For our payments to be considered timely, it is sufficient for our bank to receive our transfer order.
4. All order confirmations, delivery documents and invoices must state our order number, item number, delivery quantity and delivery address. If one or more of these details are missing and this delays processing by us in the ordinary course of business, the above payment periods shall be extended by the duration of the delay.
5. In the event of late payment, we shall owe default interest at a rate of five percentage points above the base interest rate pursuant to Section 247 BGB.
6. In the event of a defective delivery, we are entitled to withhold payment proportionately to the value of the defective goods until proper performance has been rendered.

IV. Delivery Time and Delivery; Transfer of Risk

1. The delivery time (delivery date or period) stated in the order is binding. Early deliveries require our prior approval.
2. The Supplier must inform us in writing without undue delay if circumstances arise or become apparent that mean, or threaten to mean, that the delivery time cannot be met. The notice must specify, in particular, the expected effects, the deliveries affected, the expected duration of the disruption and the planned countermeasures. The Supplier shall coordinate with us on appropriate measures to mitigate the damage.
3. If the latest date for delivery can be determined from the contract or order, the Supplier shall be in default upon expiry of that date without the need for a reminder from us.
4. In the event of delay in delivery, we shall have all statutory remedies without restriction, including the right to withdraw from the contract and the right to claim damages in lieu of performance after a reasonable additional period for performance has expired without result.
5. In the event of delivery delays, and after prior written warning to the Supplier, we may demand a contractual penalty of 0.5% for each commenced week of delay, up to a maximum of 5% of the value of the relevant order. The contractual penalty shall be credited against the damages for delay payable by the Supplier.
6. The Supplier is not entitled to make partial deliveries without our prior written approval.

7. Even where shipment has been agreed, risk shall pass to us only when the goods are handed over to us at the agreed destination.
8. The Supplier shall maintain appropriate and reasonable emergency and business-continuity measures for the deliveries and services it is required to provide and shall review them regularly. These measures must be designed, insofar as possible, to maintain or promptly restore the ability to deliver in accordance with the contract in the event of foreseeable operational disruptions, particularly the loss or failure of personnel, operating equipment, IT systems, energy supply or key upstream suppliers. In doing so, the Supplier shall take account of the importance and criticality of the relevant deliveries to the Purchaser.

V. Defects; Warranty

1. The Supplier warrants that the contractual products delivered are free from defects, have the agreed characteristics, comply in particular with the requirements of the agreed product description, and meet statutory requirements and generally accepted technical standards.
2. The submission, inspection or approval by the Purchaser of samples, specimens, initial samples, initial sample inspection reports or other pre-production samples shall not constitute acceptance or final approval of goods to be delivered later and shall not affect the Purchaser's statutory or contractual rights in respect of defects. This also applies to the agreement or approval of quality targets and quality metrics, particularly ppm specifications. To the extent that quality requirements or limit values are specified in an order, specification, quality agreement, or other contractual document, these shall be deemed the agreed quality of the delivery.
3. The statutory provisions on the commercial duty to inspect and give notice of defects (Sections 377 and 381 of the German Commercial Code (HGB)) shall apply, subject to the following: our inspection obligation is limited to defects that are readily apparent during our incoming-goods inspection by external examination, including examination of the delivery documents (e.g. transport damage, incorrect delivery or short delivery). Our obligation to notify defects discovered later remains unaffected. Irrespective of our inspection obligation, a notice of defect shall in any event be deemed immediate and timely if sent within ten (10) working days of discovery or, in the case of obvious defects, of delivery.
4. The Purchaser's claims for material defects under Section 437 BGB shall, by way of derogation from Section 438(1) no. 3 BGB, become time-barred 36 months after delivery of the item. Section 438(3) BGB concerning defects fraudulently concealed remains unaffected.
5. If defective goods are delivered, we the Purchaser may assert the statutory warranty rights and, in addition, may demand the following, subject to the conditions set out below:
 - a. Before production, processing or installation begins, the Purchaser shall first give the Supplier an opportunity to sort out the goods and remedy the defect, repair or replace the goods, unless this cannot reasonably be expected of the Purchaser in the individual case. If the Supplier does not begin remedying the defect without undue delay after the request, or cannot be reached, the Purchaser may, in urgent cases – particularly to avert imminent danger to other legally protected interests or to prevent greater damage – remedy the defect himself or have it remedied by a third party at the Supplier's expense. The Supplier shall bear the resulting costs. The Purchaser shall inform the Supplier without undue delay that the defect has been remedied.
 - b. If the defect is discovered only after production or processing has begun, the Purchaser may demand subsequent performance and reimbursement of the expenses necessary for such subsequent performance, particularly transport and travel costs, labour costs (e.g. inspection, sorting, removal and installation costs) and material costs. This applies in particular to costs arising from installing defective goods in, or removing them from, other items.
6. The limitation period for the Purchaser's claims in respect of a notified defect shall be suspended from the time the Supplier receives the notice of defect. The

suspension ends when subsequent performance has been completed and the defect-free replacement item or repaired part has been handed over, but no later than upon receipt of a declaration by the Supplier definitively refusing subsequent performance or rejecting the notice of defect. The limitation period shall not be counted during the suspension; after the suspension ends, limitation shall not occur earlier than three months thereafter.

A new limitation period shall begin upon delivery of a replacement item. For a repaired part, a new limitation period shall begin upon completion of the repair and handover of the repaired part, but only in respect of the repaired part and the defect that was the subject of the repair. This shall not apply if, at the start of or no later than during the replacement delivery or remedy of the defect, the Supplier expressly declares that the performance is provided without acknowledging a legal obligation and solely as a gesture of goodwill. The statutory provisions concerning fraudulently concealed defects remain unaffected.

7. In all other respects, in the event of a material defect or defect in title, we shall be entitled under the statutory provisions to a reduction in the purchase price or to withdraw from the contract. We shall also be entitled to damages and reimbursement of expenses in accordance with statutory provisions.
8. The Supplier shall maintain appropriate, complete and auditable quality records for the contractual products it delivers and the services it provides. These records must identify, in particular, the traceability of the delivery or batch, the relevant specifications and drawing revisions, the inspection and release procedures applied, inspection results, any deviations, and the function or entity responsible.

The Supplier shall retain the quality records for 15 years from the last delivery of the relevant product or the last manufacture of the relevant batch, unless a longer retention period is required by law or a public authority. The records shall be retained so that they remain available and legible throughout the retention period and are protected against unauthorised subsequent alteration.

The Purchaser may request the records where necessary to verify contractual conformity, investigate a defect, trace a delivery, or prevent or address product-liability, safety or regulatory risks. The Supplier shall provide the requested documents in auditable form, generally electronically, within a reasonable period. Statutory rights to confidentiality and trade and business secrets shall be respected; the Purchaser shall treat the documents received as confidential and use them solely for the purposes stated above.

The Supplier shall pass on the foregoing obligations to its sub-suppliers and sub-contractors through appropriate agreements and shall reasonably monitor compliance. The Supplier remains responsible for fulfilment of these obligations within its supply chain. If such an obligation cannot be enforced in a particular case for legal or factual reasons, the Supplier shall inform the Purchaser without undue delay.

VI. Supplier Recourse

1. Our statutory rights to reimbursement of expenses and recourse within a supply chain (supplier recourse under Sections 478, 445a, 445b, 445c, 327(5) and 327u BGB) shall remain fully available alongside our claims for defects. In particular, we are entitled to demand from the Supplier the same type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. This does not restrict our statutory right of choice under Section 439(1) BGB.
2. Before acknowledging or satisfying a defect claim asserted by our customer (including reimbursement of expenses under Sections 445a(1), 439(2), (3) and (6) sentence 2, and 475(4) BGB), we shall notify the Supplier and ask it to provide a written statement briefly setting out the facts. If no substantiated statement is provided within a reasonable period and no mutually agreed solution is reached, the defect claim actually granted by us shall be deemed to have been owed to our customer. In that case, the Supplier bears the burden of proving otherwise.
3. Our supplier-recourse claims shall also apply if the defective goods have been combined with another product or otherwise further processed by us, our customer or a third party, for example by installation, attachment or fitting.

VII. Product Liability

1. If a product supplied by the Supplier causes damage due to a product defect attributable to the Supplier or another breach of duty attributable to the Supplier, and a third party consequently asserts a claim against the Purchaser, the Supplier shall indemnify the Purchaser against the justified third-party claims.

This indemnification applies only to the extent that the damage was caused by circumstances within the Supplier's sphere of control and organization, and the Supplier is liable for such damage vis-à-vis third parties or is required to bear responsibility for it in the internal relationship. Contributions to causation or fault on the part of the Purchaser or third parties, as well as statutory exclusions or limitations of liability, remain unaffected.

2. The indemnity also covers the necessary and reasonable costs of legal defence and other expenses incurred by the Purchaser as a result of justified third-party claims. These include, in particular, the necessary costs of warnings, replacement campaigns or product recalls, insofar as these are necessary to avert damage due to a specific product hazard attributable to the Supplier or required to fulfil statutory duties of care in relation to public safety.

The Purchaser shall inform the Supplier without undue delay of the content and scope of planned recall, warning or replacement measures and, insofar as the urgency and specific risk situation make it possible and reasonable, give the Supplier an opportunity to comment and participate. In the event of an immediate danger to life, limb, health or significant property, the Purchaser may take the necessary measures without prior coordination. Further statutory claims remain unaffected.

VIII. Insurance

Throughout the entire term of the contract, the Supplier shall maintain, at its own expense, insurance coverage appropriate to its business activities, the nature and scope of its deliveries and services, and the associated liability risks.

In particular—to the extent relevant to the supplied goods and their intended use—the insurance coverage must extend to damage resulting from combination or mixing with other products, further processing, as well as the removal, dismantling, reinstallation, and replacement of defective products. The policy must cover personal injury, property damage and resulting financial losses with an insured sum of at least EUR 10 million per insured event. For deliveries or services relating to North America, the insurance must also cover damage occurring there.

Furthermore, insofar as required by the nature and risk of the deliveries, the insurance coverage must include statutory recall costs, including necessary warning, inspection, removal, transport, disposal and reinstallation costs. Coverage must apply worldwide insofar as permitted under applicable insurance law. Relevant sublimits, annual aggregate limits and deductibles shall be disclosed to the Purchaser upon request.

Upon request, the Supplier shall provide the Purchaser with a current certificate of insurance stating, in particular, the insurer, insured sums, territorial scope, insured risks, material exclusions, sublimits and deductibles.

The insurance coverage does not extend the Supplier's statutory or contractual liability.

IX. Spare Parts

If the Supplier intends permanently to discontinue the production or supply of spare parts or repair-related tools for contractual products already delivered, it shall notify the Purchaser in writing without undue delay after making its final decision, and in any event no later than six months before the intended discontinuation date.

The notice must identify the affected contractual products and spare parts, the discontinuation date, the final date for placing orders and any successor or replacement products.

The Supplier shall fulfil final orders received by the notified order deadline on the agreed terms, unless otherwise agreed.

To the extent necessary to maintain the intended use of contractual products already delivered and reasonably practicable for the Supplier, the Supplier shall enable the Purchaser to obtain spare parts for a reasonable period and on reasonable terms. Statutory and any more extensive contractual obligations remain unaffected.

X. Ownership, Documents, Production Equipment and Rights of Use

1. Documents and information. The Purchaser retains all ownership, copyright and other intellectual property rights in orders, purchase orders, drawings, illustrations, calculations, descriptions, technical specifications, data, models, samples and other documents provided to the Supplier by the Purchaser or created by the Purchaser in connection with the business relationship.
2. Tools and production equipment. Tools, fixtures, models, dies, templates, moulds, samples, inspection equipment and other production equipment made available to the Supplier by the Purchaser shall remain the Purchaser's property. Tools and other production equipment manufactured or procured by the Supplier on the Purchaser's behalf, the costs of which are borne wholly or partly by the Purchaser, shall become the Purchaser's property upon full payment of the agreed remuneration. To the extent a separate declaration is required to transfer ownership, that declaration is hereby made and accepted by the Supplier.

The Supplier shall clearly mark the production equipment as the Purchaser's property, store it separately from its own property and third-party property, and adequately protect it against loss, damage, destruction, unauthorised access and other impairment. The Supplier must use the production equipment exclusively to fulfil contracts with the Purchaser. Use for third parties, particularly to manufacture or supply identical or imitated products, is permitted only with the Purchaser's prior written consent.

The Supplier shall properly maintain and service the production equipment. The Supplier shall bear the costs of routine maintenance and repairs necessitated by circumstances for which the Supplier or its agents are responsible. The Purchaser shall bear the costs of damage caused by ordinary wear and tear or by a change requested by the Purchaser, unless the Supplier is responsible for the damage or change.

The Supplier shall inform the Purchaser in writing without undue delay of any loss, destruction, damage, impairment of function, attachment or other third-party interference affecting the production equipment. To the extent permitted by law, the Supplier may not assert any right of retention, lien or other security right over the production equipment.

At the Purchaser's request, the Supplier shall return the production equipment, including the related documentation, maintenance records and digital data, in full and in proper, operational condition without undue delay and no later than within ten working days, provided it is no longer required to fulfil contracts with the Purchaser or the Purchaser requests its return for good cause.

3. Use for third parties. Models, dies, templates, samples, tools, other production equipment, documents, data and confidential information provided to the Supplier by the Purchaser or paid for wholly or partly by the Purchaser may be used exclusively to fulfil contracts with the Purchaser. Any use for third parties, particularly the manufacture or supply of identical or imitated products, and any disclosure to sub-suppliers or other third parties requires the Purchaser's prior written consent. This does not apply where disclosure to sub-suppliers is necessary for proper fulfilment of the relevant order and the Supplier has first bound those sub-suppliers to obligations equivalent to those in this clause.
4. Parts and materials supplied by the Purchaser. Parts, materials, substances, packaging and other items supplied by the Purchaser shall remain the Purchaser's property. Upon receipt, the Supplier shall inspect them, clearly mark them as the Purchaser's property, store them separately from its own or third-party stock, and manage them properly. The Supplier may use them exclusively to fulfil contracts with the Purchaser.

If supplied parts or materials are processed, combined or mixed with other items, the Purchaser shall acquire ownership or co-ownership of the newly created item in accordance with statutory provisions. Where the Purchaser acquires

a co-ownership share, that share shall be determined by the ratio of the value of the supplied parts and materials to the value of the newly created item at the time of processing, combination or mixing. The Supplier shall hold the Purchaser's ownership or co-ownership free of charge on the Purchaser's behalf.

5. Supplier's retention of title. The Purchaser recognises only a simple retention of title in favour of the Supplier, limited to the relevant delivery and expiring upon full payment for that delivery. Retention-of-title arrangements extending beyond simple retention of title – in particular extended or expanded retention of title, retention of title covering claims arising from the entire business relationship, and group or corporate-group retention-of-title arrangements – are not recognised.

The Supplier undertakes to make deliveries only subject to the simple retention of title permitted above. If a Supplier's retention of title is validly agreed contrary to this provision, it shall, in case of doubt, be limited to the goods delivered in the relevant instance that have not yet been paid for in full.

6. Development results. Where the Supplier provides development, design, planning, programming or comparable services for the Purchaser and those services are remunerated by the Purchaser through a one-off payment, allocation to the unit price or otherwise, the Supplier grants the Purchaser a non-exclusive, territorially, temporally and substantively unrestricted, transferable and sublicensable right to use all work results created in the course of, or for, those services, to the extent permitted by law.

The rights are granted upon creation of the relevant work result, and in any event no later than its delivery to the Purchaser, and are covered by the agreed remuneration.

7. Digital data and production documents. Digital design documents, 3D data, CAD data, NC programs, production documents, bills of materials, inspection programs, software, source code and other digital work results shall be deemed documents and work results within the meaning of this clause.

At the Purchaser's request, and in any event upon termination of the relevant development or supply relationship, the Supplier shall provide them to the Purchaser in full, up to date, and in a customary, editable and reusable file format.

At the Purchaser's request, the Supplier shall provide the data together with any additional information required for their use, including interface descriptions, passwords, licences, revision statuses and documentation. The Purchaser shall receive the non-exclusive right of use for the digital work results as set out in this clause.

XI. Intellectual Property Rights

1. The Supplier warrants that its delivery does not infringe third-party intellectual property rights in countries of the European Union, North America or any other countries in which it manufactures or has the contractual products manufactured.
2. The Supplier shall indemnify us against all claims asserted against us by third parties due to the infringement of industrial property rights referred to in the preceding paragraph and reimburse us for all necessary expenses incurred in connection with such claims. This claim exists irrespective of the Supplier's fault.

XII. Confidentiality

1. The parties shall keep confidential all confidential information of the other party to which they gain access in connection with the business relationship. This applies in particular to technical, commercial and other information that is neither generally known nor readily accessible and in respect of which there is a legitimate economic interest in maintaining confidentiality. The information may be used exclusively to initiate, perform and administer the business relationship.

Disclosure to employees, affiliated companies, advisers, sub-suppliers and sub-contractors is permitted only to the extent they need the information to perform the contract and have first been bound by confidentiality obligations of equivalent scope. The Supplier remains responsible for compliance by third parties engaged by it.

The confidentiality obligation does not apply to information that can be proven to have been known already, becomes generally known without breach of this obligation, is independently developed, is lawfully obtained from a third party, or must be disclosed by law or order of a public authority. Where legally permissible, the other party shall be notified in writing before such disclosure.

2. Without the Purchaser's prior consent, the Supplier may not refer to the business relationship, the Purchaser or its affiliated companies as a reference, or use the Purchaser's names, trademarks, logos, drawings or other identifying marks. Without the Purchaser's prior written consent, the Supplier may not publicly display, publish or use for advertising purposes any items, samples or images manufactured for the Purchaser or customised in accordance with the Purchaser's specifications.
3. The obligations under this clause shall continue for five years after termination of the relevant business relationship in respect of other confidential information. For information that constitutes a trade secret within the meaning of the German Trade Secrets Act (GeschGehG), the obligations shall continue for as long as the information meets the requirements for a trade secret. Statutory disclosure and retention obligations remain unaffected.

XIII. Compliance with Laws and Other Regulations

In initiating and conducting the business relationship, the Supplier undertakes to comply with all statutory provisions and regulatory requirements applicable to it, its deliveries and services, and their manufacture and distribution. This applies in particular to employment, social, environmental, health, safety, data protection, competition, foreign trade, export control and customs laws, as well as rules aimed at preventing corruption and other criminal acts.

The Supplier shall ensure that its employees, sub-suppliers and other agents also comply with the applicable requirements and shall contractually bind them accordingly. It warrants that all required permits, approvals, registrations and licences are in place and maintained throughout the term of the contract.

The Supplier shall notify the Purchaser in writing without undue delay of material violations of applicable requirements and of the revocation, restriction or loss of required permits, approvals, registrations or licences, where the Purchaser's deliveries or services may be affected.

At the Purchaser's request, the Supplier shall provide the information and evidence necessary to verify compliance with these obligations. Where there is good cause, the Purchaser may, after reasonable prior notice, verify compliance itself or through third parties bound by confidentiality during normal business hours. The review shall be limited to what is necessary and must not unreasonably disrupt the Supplier's business operations.

The Supplier shall remedy any identified violations without undue delay and at its own expense and take appropriate measures to prevent recurrence. In the event of a material or repeated violation, the Purchaser may reject the affected deliveries or services, suspend further performance until the issue is remedied, or terminate the affected contract for good cause. Further statutory rights and claims remain unaffected.

The Supplier shall provide the Purchaser duly with all information and documents required for the import, export, transit and use of the deliveries or services, particularly customs tariff numbers, origin, preferences and export-control information. The Supplier shall inform the Purchaser without undue delay if a delivery or service may not be provided, or may be provided only to a limited extent, due to statutory restrictions, embargoes or sanctions.

XIV. Supply Chain Due Diligence and Sustainability

The Supplier undertakes to comply with the applicable human-rights and environmental due-diligence obligations in manufacturing and delivering the contractual products and providing the contractual services. This applies in particular to the applicable requirements of the German Supply Chain Due Diligence Act (LkSG) and to the recognised human-rights and environmental standards of the International Labour Organization and the United Nations.

The Supplier shall take appropriate, risk-based measures to identify, prevent, cease or minimise the extent of human-rights or environmental risks and

violations in its own business operations and among its direct upstream suppliers. Where required by the relevant risk situation, the Supplier shall also appropriately address corresponding requirements with its further upstream suppliers and bind them contractually.

At the Purchaser's request, the Supplier shall provide, within a reasonable period, the information and evidence necessary to verify compliance with these obligations. This may include, in particular, self-declarations, certificates, audit reports, risk analyses, action plans and evidence that upstream suppliers have been bound to the relevant obligations. The Purchaser shall give appropriate consideration to the Supplier's legitimate confidentiality interests.

In the event of a material or repeated culpable breach, the Purchaser may, after setting a reasonable period to remedy the breach, reject the affected deliveries or services, suspend further performance of the affected contract, or terminate the contract for good cause. Further statutory rights and claims remain unaffected.

XV. Material Compliance

1. For all deliveries and services, the Supplier undertakes to comply with all applicable statutory and regulatory requirements relating to materials and substances. This applies in particular to Regulation (EC) No. 1907/2006 (the "REACH Regulation"), insofar as and to the extent that its provisions apply to the contractual products supplied and the Supplier's activities, and, where the contractual products fall within their scope, to Directive 2011/65/EU ("RoHS") and its implementation in the German Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV), in each case as amended from time to time. In particular, the Supplier shall ensure that the contractual products supplied comply with the applicable substance-related prohibitions, restrictions, concentration limits and other requirements.
2. The Supplier shall inform the Purchaser without undue delay, and no later than five working days after becoming aware, if an article supplied by it contains a substance of very high concern (SVHC) included on the Candidate List within the meaning of Article 33 REACH at a concentration exceeding 0.1% by weight. The notice must include at least the name of the substance and the information available to the Supplier that is necessary for safe use.
3. The Supplier shall inform the Purchaser in good time before implementation of any changes to material composition, substances or materials used, manufacturing processes or sources of supply insofar as these may affect the agreed product, material or compliance requirements, the product's properties or its safe use. For ongoing deliveries, such changes may be implemented only after the Purchaser's prior written approval insofar as they affect the agreed requirements.
4. At the Purchaser's request, the Supplier shall provide suitable evidence of compliance with these obligations, in particular material declarations, substance data, safety data sheets, test reports, declarations of conformity or supplier declarations. The information must be complete, correct and current according to the state of knowledge available at the time it is provided. The Supplier shall require its sub-suppliers and other upstream suppliers to comply with the foregoing requirements and shall ensure that the information and evidence necessary for this purpose are obtained. The Supplier shall be liable for breaches of duty by its sub-suppliers and other agents in accordance with statutory provisions.

XVI. Audit Rights

After reasonable advance notice, the Purchaser may conduct audits at the Supplier's premises during normal business hours, itself or through qualified third parties bound by confidentiality, and, where necessary for the review, at the premises of the Supplier's sub-suppliers or subcontractors.

The audits may cover compliance with contractual and statutory requirements in the areas of quality, environment, occupational health and safety, information security and supply-chain due diligence, as well as the relevant processes, documents and records. The Supplier shall provide the information and documents

required for the review and grant reasonable access to the affected operational areas.

The audit shall be conducted in a manner that does not unreasonably disrupt the Supplier's business operations. The Purchaser shall take account of the Supplier's trade and business secrets and data-protection and security-related concerns. The Supplier may require reasonable protective measures, provided these do not materially impede the audit.

Regular audits shall take place no more than once per year unless a specific reason exists for an additional review. In the event of a justified suspicion of serious contractual or legal violations, a material quality or safety incident, or regulatory requirements, the Purchaser may conduct an additional review on reasonable prior notice, which may be shortened where necessary.

The Purchaser shall bear the costs of its own audits. If an audit identifies material violations by the Supplier, the Supplier shall implement the necessary corrective and remedial measures at its own expense within a reasonable period and provide evidence of implementation. Further contractual and statutory rights remain unaffected.

XVII. Set-off, Retention and Assignment

1. Rights of set-off and retention shall be available to us to the extent permitted by law.
2. The Supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This restriction does not apply to monetary claims.

XVIII. Place of Performance, Jurisdiction and Applicable Law

1. The place of performance is the Purchaser's registered office. The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Kempten, Germany.
2. Contracts concluded between us and the Supplier shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIX. Severability

Should any provision of these General Terms and Conditions of Purchase or of any further agreements entered into be or become invalid, the validity of the remainder of the contract shall not be affected thereby. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to the intended economic outcome.