

General Terms of Purchase

§ 1 General – Area of Application

- These General Terms of Purchase apply to all present and future legal relationships between MackSmaTec GmbH, hereinafter jointly called the Principal, on the one hand, and the Contractor on the other.
- Solely the Terms of Purchase of the Principal will apply. No terms of the Contractor which may contradict or differ from these Terms of Purchase will be recognized, unless the Principal has expressly agreed to their application in writing. The Terms of Purchase of the Principal shall also apply if the latter has accepted delivery without reservation despite knowledge of contradicting or differing terms of the Contractor.
- All agreements made between the Principal and the Contractor must be recorded in writing accordingly. No verbal arrangements have been made.
- The rights which we hold under legal rulings going beyond these Terms of Purchase shall not be prejudiced.

§ 2 Purchase Order

- If the Contractor fails to accept the purchase order/delivery call in writing within 5 working days of receipt, the Principal has the right to revoke the same, without the Contractor being entitled to make any claims against the Principal for this reason.
- As far as can be reasonably expected of the Contractor, the Principal can require amendments to the design and construction of the item being supplied. In such cases, the effects, especially in relation to increased or reduced costs and delivery dates, must be reasonably and mutually agreed between the parties.
- The Principal reserves the ownership rights and copyrights to illustrations, drawings, calculations and other written material; they must not be made available to third parties without the express written consent of the Principal. They are to be used exclusively for production based on the Principal's purchase orders and are to be automatically returned to the Principal when the purchase order has been completed. They are to be treated as confidential in dealings with third parties and to this extent the ruling under § 12 shall apply.
- In regard of software included in the scope of product supply, including its documentation, the Principal holds both the right to use to the extent permitted by law and the right to use with the agreed performance features and to the extent necessary for contractual use of the product. The Principal is also entitled to make a back-up copy without express consent.
- The Contractor shall inform Principal in good time if it uses subcontractors and which ones these are. The Contractor shall be liable for suppliers and subcontractors in the same way as for its own fault.

§ 3 Spare Parts

The Contractor undertakes to supply spare parts for technical supplies for the period of normal service life, but at least for a duration of 10 years, and at customary market prices and terms.

§ 4 Prices – Terms of Payment

- The price quoted in the purchase order is binding. If no written agreement to the contrary has been made, the price covers supply including packaging (INCOTERMS 2010: DAP MackSmaTec, Marksuhl). Return of packaging is subject to special agreement.
- Statutory value-added tax is not included in the price. Any other taxes, customs duties and other charges will be paid solely by the Contractor.
- The Principal can only process invoices if they - as per the specifications in the purchase order - also include the order number shown there; the Contractor is responsible for all consequences of non-compliance with this requirement, unless he can prove that he was not to blame.
- Insofar as nothing to the contrary has been agreed in writing, the Principal will pay the purchase price net within 30 days or with a 3% discount within 21 days, starting from the date of receipt of the goods and the invoice.
- If deliveries are accepted prematurely, payment shall be due in compliance with the agreed delivery date.
- If a delivery is defective, the Principal has the right to withhold a value-related proportion of payment until due performance has been rendered. Rebates, discounts and price reductions are not affected thereby.
- The Principal holds offsetting and withholding rights to the extent provided by law.

§ 5 Delivery Period

- Agreed dates and periods are binding. The criterion for observance of the delivery date or period is the time of receipt of goods at the Principal's works.
- The Contractor must notify the Principal immediately in writing if circumstances arise or become known to him which mean that the agreed delivery period cannot be met.
- In the event of default on delivery, the Principal has the right to require payment of a contractual penalty of 1% of the value of the goods scheduled for delivery per full week but not amounting to more than 5% of the goods value; the right to make further statutory claims (e.g. rescission or damages) is reserved. In addition, the Contractor shall be liable for losses which the Principal incurs through default on delivery as a result of production bottlenecks, order rejections, loss of pay etc., insofar as such losses exceed the contractual penalty.
- If the Principal is not able to take over/accept the delivery/service as ordered due to unforeseen events, such as force majeure, labor dispute action, operational disruptions of any kind, reduction of sale, etc., that result in a lessening of requirements, the Principal can amend and reduce the order accordingly to a reasonable extent. In such a case, the Contractor will have no claim to compensation for expenses or damages and cannot require payment of a higher price or make any other claims.
- If the performance obligations of the Contractor are suspended for more than two weeks due to force majeure, the Principal has the right to terminate the contractual relationship with immediate effect. In such a case, the Contractor can require compensation for the expenses which can be proved to have been incurred before suspension of the contractual obligations due to expectancy of continuation of the contractual relationship.

§ 6 Quality Management

- The Principal expects the Contractor to comply in full with the terms of delivery.
- The Contractor's deliveries must conform to the state of the art, safety regulations and the agreed technical data. He shall assign only qualified personnel to the respective job order. If specific qualifications are required for the provision of the performance, this shall be indicated separately in the order. He should set up and maintain an appropriate quality management system based on DIN EN ISO 9001. The Principal reserves the right to inspect the efficiency of the quality management system on site. The Contractor also grants the Principal's customers this same right. Any changes to the item scheduled for delivery are subject to prior written consent. The Contractor must monitor the quality of the items scheduled for delivery on an ongoing basis. Individual quality management agreements can be made if necessary. The contracting partners will each notify the other of any possibility of quality improvement.
- In his quality records for all the products, the Contractor must also note when, how and by whom the fault-free production of the deliveries was ensured. The Contractor shall place sub-suppliers under this obligation to the same extent as far as legally possible. All the materials used for production must comply with the applicable statutory safety and environment regulations of the relevant country of production or sale. The Contractor guarantees that any goods supplied that are subject to application of the RoHS Directive will comply with the requirements of said RoHS Directive applicable at the time or the relevant regulation(s) of the Electric and Electronic Appliance Act (ElektroG).
- For materials (substances, compounds) and items (e.g. goods, parts, technical equipment, non-cleaned empties) from which risks to the life and health of people, the environment and property could emanate due to their nature, characteristics or condition and which are thus required by regulations to undergo special treatment with regard to packaging, transportation, storage, handling and waste disposal, the Contractor will supply the Principal - together with the offer - with a fully completed EC safety data sheet pursuant to Regulation (EC) no. 1272/2008 and an appropriate Accident Procedures Sheet (transportation). In the event of any changes in materials or in legal position, the Contractor will supply the Principal with updated data and procedures sheets.
- The Contractor is therefore obliged to comply with the requirements of the Regulation (EC) 1907/2006/EG (hereafter referred to as "REACH-Regulation") and the EC Directive 2011/65/EU (hereafter referred to as "RoHS-directive") in their most recently revised form at the time of the delivery, and to fulfill all of the duties which concern suppliers according to the REACH-Regulation and the RoHS-Directive. The Contractor guarantees that the goods comply with the requirements of the RoHS-Directive and will provide the Principal with a respective written confirmation of the RoHS conformity.

§ 7 Inspection for Defects - Warranty

- The goods are accepted subject to inspection to ensure that they are free from defects, especially to ensure that they are correct, complete and serviceable. For inspection of the goods supplied, the Principal reserves the right to take a period of up to 20 working days as of arrival of the goods at our works. The inspection can be limited to random samples. The Principal has no obligation to perform technical function tests during this time or to test whether the goods are suitable for further processing or treatment by the Principal. The Principal must only submit an immediate notice of complaint after expiry of 20 working days in relation to defects which are immediately identifiable to the naked eye, including by random sampling. The Principal will submit an immediate notice of complaint when we discover defects. The figures that the Principal establishes at the inspection of incoming goods shall be decisive for quantities, weights and measurements, subject to any evidence to the contrary.
- In urgent cases, the Principal can rectify defects himself or have them rectified by third parties, after consultation with the Contractor. The costs incurred thereby will be payable by the Contractor. If the same goods are repeatedly supplied with defects, the Principal must give a written warning and then has the right of rescission, including that of deliveries not yet made, if he receives another defective delivery.
- The warranty period shall be 24 months, beginning on passage of risk or, respectively, after successful final acceptance if final acceptance has been agreed.
- If nothing to the contrary is agreed in the above, the warranty shall be based on statutory regulations.
- In the event of a breach of obligations going beyond the supply of defective goods (e.g. a breach of the obligation of disclosure, the obligation to give advice or to perform inspection), the Principal can require compensation for the damages thus resulting (including consequential damage).
- For machines and systems, the agreed tests will be carried out to monitor performance and compliance with the contract-relevant characteristics. If the actual findings differ from the agreed contractual condition, the Contractor will be granted a reasonable period to rectify the defects. If the relevant requirements are still not met following two attempts at rectification, the Principal reserves the right to have the defects rectified or to require substitute supply or to rescind the contract or to reduce payment. If a contractual penalty has been agreed for the event that a performance parameter is not achieved, such a penalty shall be due even if the Principal does not demand it directly after unsuccessful acceptance.
- If a defect is not found in the goods supplied until after further processing, the Contractor shall also be liable for the resulting damages.
- The performance of the Contractor shall have an effect upon the supplier assessment undertaken by the Principal.
- The Principal reserves the right, in the event of complaints handled by him, in addition to claiming compensation for the resultant loss to also charge a processing fee per individual case to the amount of EUR 150.00. The Principal also reserves the right to charge for greater loss incurred (transportation, service, downtime).

§ 8 Product Liability - Holding Harmless - Liability Insurance

- If the Contractor is responsible for product damage, he shall hold the Principal harmless at first request in respect of damages claims by third parties, this being to the extent that the cause lies within his domain and sphere of organization and he is himself liable in external relations with third parties.
- Under his liability for losses as set forth in paragraph 1, the Contractor shall also be liable to pay compensation for any expenses under Sections 683, 670 of the German Civil Code and under Sections 830, 840, 426 of the German Civil Code if they result from or are in connection with a recall program that the Principal performs. The Principal shall inform the Contractor of the content and scope of the recall measures scheduled to be taken - as far as possible and reasonable - and will give said Contractor the opportunity to state his opinion. Other statutory claims are not prejudiced thereby.

3. The Contractor undertakes to maintain product liability insurance with coverage of a flat rate of €5 million per personal injury/property damage. If the Principal holds further damages claims, they shall not be prejudiced thereby.

§ 9 Property Rights

1. The Contractor warrants that the items he has supplied do not breach any patent rights or other industrial property rights held by third parties.
2. If a third party makes claims against the Principal for this reason, the Contractor shall hold the Principal harmless in relation to these claims at first written request. The Principal does not have the right to enter into any agreements with the third party without the consent of the Contractor and shall not, in particular, make a settlement.
3. The Contractor's obligation to hold the Principal harmless relates to all the expenses which the Principal necessarily incurs as a result of or in connection with claims made by a third party.

§ 10 Termination:

The Principal is free to terminate a contract at any time. In such a case, costs saved shall not be billed. Any further claims, especially for loss of profit, are excluded. The Principal's property must be surrendered immediately. This also applies to property owned by customers of the Principal insofar as they make appropriate claims. Similarly, any services and products already finished must be surrendered to the Principal upon request.

§ 11 Reservation of Title – Provision of Material - Tools

1. Rights of retention of title by the Contractor will only be recognized in the event of express written confirmation by the Principal. The title already passes to the Principal upon payment of the invoice relating to the contractual item, even if the Principal has made justified deductions.
2. The Principal reserves the title to any material that he may furnish to the Contractor. Any processing or conversion work by the Contractor is performed for the Principal. If reserved goods belonging to the Principal are processed or mixed with other items not belonging to the Principal, the latter acquires a co-title to the new item in the ratio of the value of the Principal's item (cost price plus VAT) in relation to the other processed/mixed items at the time of processing/mixing. If mixing is performed in a way that means that the Contractor's item is to be regarded as the primary item, it is deemed agreed that the Contractor will assign a proportionate co-title to the Principal; the Contractor will keep the sole title or co-title on behalf of the Principal.
3. The Principal reserves the title to tools. The Contractor has an obligation to use the tools exclusively for production of the goods ordered by the Principal. He must notify the Principal immediately of any failures. If he culpably fails to do so, damages claims shall not be prejudiced.
4. Title to the goods supplied from the order shall be transferred to the Principal with delivery and acceptance of the goods.

§ 12 Confidentiality

The Contractor must treat as strictly confidential all non-evident technical and commercial details of which he learns, such as illustrations, drawings, calculations and other written material and information. They may only be disclosed to third parties subject to the Principal's express consent. The obligation to maintain confidentiality also applies after termination of this contract. It shall expire if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other written material has become generally known. Different rulings can be agreed in a special non-disclosure agreement.

§ 13 General Terms

1. If a contracting partner discontinues payment or if insolvency proceedings relating to his assets or court or out-of-court composition proceedings are initiated, the other partner has the right to rescind the part of the contract not yet performed.
2. If a provision in these Terms and the other agreements made is or becomes ineffective, the effectiveness of the rest of the contract will not be prejudiced thereby. In such a case, the parties undertake to enter into an agreement approaching the original financial purpose and content as closely as possible.
3. Solely the law of the Federal Republic of Germany shall apply, if nothing has been agreed to the contrary, with exclusion of the Hague and UN Convention (CISG).
4. The data necessary for handling the purchase order and monitoring invoices can be stored electronically by the Principal.
5. The Contractor must give the Principal separate notification of additional freight costs and furnish evidence of correction measures.

§ 14 Legal venue – Place of Fulfillment

1. The legal venue is the Principal's seat of business. The Principal reserves the right to file legal action at any other legal venue.
2. The place of fulfillment is the location at which the goods are scheduled to be delivered or the services rendered according to the order.

§ 15 Code of Conduct for Contractors

1. The Contractor undertakes to observe the relevant legal regulations relating to treatment of employees, environmental protection and work safety and to make every effort to reduce detrimental effects on man and environment in his work. He shall pay attention to environmentally friendly and energy-efficient implementation.
2. The Contractor shall respect the basic principles of the Global Compact Initiative of the UN. These relate essentially to the protection of international human rights, the right to collective wage negotiations, the elimination of forced labour and child labour, the elimination of discrimination in engagement and employment, responsibility for the environment, and the prevention of corruption. Further information regarding the Global Compact Initiative of the UN is available at www.unglobalcompact.org.
3. The Contractor shall avoid the use of materials from conflict regions. In the event of the use of such materials be unavoidable, the Contractor is to inform MackSmaTec forthwith.
4. The Contractor shall further be required to establish, within the scope of possibility, a management system in accordance with ISO 14001 and develop it further. The Principal seeks to reduce the burden on the environment due to packaging waste, and recycles a high

proportion of packaging derived from purchased materials by recycling. The Contractor undertakes to avoid waste and to make use of environmentally-friendly packaging materials.

5. The Contractor undertakes to implement effective methods and processes that ensure compliance with all applicable legal regulations, international sanctions and embargoes, as well as internal and external compliance policies and codes of conduct. This particularly includes measures to prevent violations of export control regulations, anti-corruption laws, and human rights due diligence obligations.
6. In the event that a Contractor contravenes the law repeatedly and/or despite receiving relevant instruction and does not provide evidence that the contravention has been remedied as far as possible and appropriate measures taken to prevent such contraventions of the law in the future, the Contractor reserves the right to rescind existing contracts or terminate them without notice.

§ 16 Information security/Cybersecurity

1. The Contractor shall take appropriate and industry-standard organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the Contractor's operations and its deliveries and services. These measures shall include an appropriate information security management system in accordance with standards such as ISO/IEC 27001 (where applicable).
2. If deliveries or services include software or firmware:
 - the Contractor shall implement appropriate, industry-standard standards, processes and methods in accordance with standards such as ISO/IEC 27001 or IEC 62443 (as applicable) to prevent, identify, assess and remediate any vulnerabilities, malicious code and security incidents in the Goods and Services;
 - the Contractor guarantees and warrants that the deliveries and services do not contain any malware or manipulated or counterfeit components of third parties. The Contractor shall verify this and that no indications of non-conformity have been identified in accordance with the state of the art and confirm this in writing upon request.
3. The Contractor shall inform the Principal immediately of all safety-relevant events that have occurred or are suspected and affect the operation of the Principal or the deliveries or services.
4. The Contractor shall take appropriate measures to impose obligations on its subcontractors and sub-suppliers within a reasonable period of time that correspond to the obligations in this § 16.

§ 17 Electronic Communication

Please see the document entitled "Instructions on Procedures for Electronic Communication with MackSmaTec GmbH Marksuhl" for information on procedures for electronic communication with the *Principal*. You will find the latest version of these Instructions on our website at www.macksmatec.com → General Terms.

Status as of October 2025

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