

General Terms and Conditions of Purchase of KPS (12/2024)

§ 1 Scope, no other conditions

- (1) These General Terms and Conditions of Purchase ("GTCP") apply to all enquiries, orders and contracts for deliveries and services ("transactions") between KPS (hereinafter "we", "us") as a customer and with suppliers and contractors ("supplier") who are professionals. Within the scope of ongoing business relationships, these GTP shall also apply to future Transactions. These GTCB shall also apply if no express reference is made to them. They can also be accessed at any time at [<https://kps.com/global/en/gtc.html>]. We reserve the right to amend these GTP at any time; the amendments shall then apply automatically.
- (2) These GTP shall always apply exclusively, i.e. we do not recognise the supplier's terms and conditions (whether deviating from these GTP or not) (even if we perform unconditionally with knowledge of the supplier's terms and conditions), unless we have expressly agreed to their validity in writing.
- (3) All agreements made between us and the supplier shall be in writing.

§ 2 Inquiries, offers, orders, order confirmations, changes

- (1) Our inquiries are non-binding and do not trigger any processing fees on the part of the supplier. The supplier shall also prepare cost estimates free of charge and shall be bound by them unless otherwise agreed in writing. Quotations from the supplier are binding (if they are not explicitly marked as non-binding) and must correspond exactly to our enquiries and information; any deviations must be marked. Alternatives may be offered separately. Advice and recommendations of the supplier are binding in case of doubt.
- (2) The contract shall be concluded by our order and acceptance by the supplier. The supplier is obliged to accept our order within a period of one week or to comment on our order in any other way; if the supplier does not accept the order within one week of receipt, we are no longer bound by it; in case of doubt, the nature and scope of the transactions are determined by our order, in particular if the supplier does not immediately object in writing. In the event of the provision of services, the services, tasks and duties owed by the supplier shall also include, in particular, all activities not listed in the order which are or will become necessary in the supplier's scope of duties defined by the order in order to achieve the service objective defined in the order. The supplier shall confirm receipt and execution of our order without delay. We reserve the right to accept only parts of an offer. We can issue call-offs from framework agreements also informally and we are free in the decision to call-off.
- (3) We reserve the right to subsequently change our orders. In the event of changes, the supplier shall submit an offer to us that is in relation to the original offer and the change and shall take into account the effects on additional or reduced costs as well as the delivery dates, appropriately and in relation.

§ 3 Prices, invoices, terms of payment, termination (withdrawal), offsetting

- (1) Agreed prices are net prices and must be shown in EURO (plus VAT, if applicable). They are also binding fixed prices. Unless otherwise agreed, they shall apply DDP in accordance with Incoterms®2020 to our company location stated in the order.
- (2) If the prices are not yet fixed when the order is placed, they must be stated when the order is accepted and approved by us in writing before delivery
- (3) Invoices shall be sent to the Purchaser in single copy. The invoice must contain in particular the VAT number/tax number of the supplier and of the purchaser, insofar as required by law, supplier number, reference number, order number and date of the order or delivery call-off, number and date of the delivery note, unloading point, customs number, article number, type and quantity of the goods to be invoiced and account assignment details, if and insofar as these are printed on our order; the supplier shall be

responsible for all consequences arising from non-compliance with this obligation.

- (4) In the event of incorrectly or incompletely issued invoices, we reserve the right to request credit notes for the incorrect invoice amount together with new correct invoices from the supplier at the supplier's expense.
- (5) The due date of the supplier's claims shall only commence after complete receipt of delivery and inspection and after receipt of the properly prepared invoice. Unless otherwise agreed, payment shall be issued within 60 days without deduction; a 3% discount shall be granted for payment within 14 days.
- (6) We are entitled to terminate (or withdraw from) the transaction in whole or in part at any time without prejudice to the right of extraordinary termination. In this case, the supplier shall in principle be entitled to full remuneration for deliveries and services already provided as well as compensation for costs already incurred which can no longer be averted. The claim to pro rata profit shall be limited to a maximum of 3% of the remaining order value. The supplier may only terminate (or withdraw from) the contract for good cause for which we are responsible and under the additional statutory conditions; in this case the supplier shall be entitled to full remuneration for deliveries and services already provided as well as compensation for costs incurred which can no longer be averted. There shall be no further claims.
- (7) We shall be entitled to terminate the contract, in particular in the case of the provision of services, if the performance objective is not achieved. In the case of premature termination of the contract for reasons attributable to the supplier, the services actually rendered shall be invoiced in accordance with the progress of the project, notwithstanding paragraph (6), insofar as these are usable for us.
- (8) In the event of improper performance (e.g. defective delivery, delay, etc.) by the supplier or in the event of counterclaims to which we are entitled, we shall be entitled to withhold or offset payment until proper performance. We are also entitled to offset claims of the supplier also against claims of companies affiliated with us. Offsetting is also permissible if the claim or counterclaim is not yet due; in this case, settlement shall be made with value date. In particular, we are entitled to set off any counterclaims in full against claims of the supplier, notwithstanding contractual set-off prohibitions.
- (9) The supplier is not entitled to assign claims against us to third parties or to have them collected by third parties.

§ 4 Transfer of risk, delivery, delivery note, packaging, insurance, delivery date, default and delay, force majeure, impossibility, quality, product requirements, identification and traceability of products

- (1) Unless otherwise agreed, DDP shall be delivered in accordance with Incoterms®2020 to our company location specified in the order and the risk shall only pass to us upon fulfilment of all obligations of the supplier arising therefrom and from the order and from these GTCP.
- (2) Each delivery must be accompanied by a delivery note in which the delivery is to be precisely broken down according to type, quantity and weight. Delivery notes, waybills, invoices and all correspondence must contain our order number and, if applicable, object designation. Data sheets, operating instructions, test certificates, approvals and other documentation must always be enclosed with the invoice or delivery note in the agreed formats and languages. The supplier must also provide us with all documents required for export, import and transit or transport. Otherwise, we do not have to accept the delivery.
- (3) Unless otherwise agreed, the deliveries shall be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. The supplier shall take back the packaging at its own expense.
- (4) Unless expressly agreed otherwise, transport insurance is covered by us. The supplier cannot charge RVS/SVS.
- (5) The supplier is aware of the importance of meeting the agreed delivery dates. Agreed

delivery dates are therefore binding for the supplier. If a delay in delivery occurs or becomes apparent, we must be notified of this immediately in writing, stating the reasons.

- (6) The supplier can only plead force majeure if he is absolutely not responsible for the event in question and had also taken appropriate precautions (selection and establishment of several suitable sub-suppliers, sufficient storage, alternative production resources, fast and safe and alternative transport routes, etc.), which do not succeed for unforeseeable reasons. Only objective impossibility comes into consideration, the supplier cannot object to disproportionate costs, unless there is force majeure in the aforementioned sense; then the supplier must leave it to us to decide whether we withdraw from the contract. In the event that we are temporarily or generally prevented from accepting or taking delivery of the supplies and services and this is due to force majeure or impossibility (which may also be due to disproportionate costs on our part), we may invoke impossibility and withdraw from the contract. We shall then not provide any compensation.
- (7) Early deliveries, as well as partial deliveries or over- and/or under-deliveries are not permitted; we are entitled to decline and to return such deliveries or to store them at our premises until the delivery date at the supplier's expense and risk.
- (8) The decisive factor for compliance with the delivery date is the fulfilment of all obligations by the supplier on time. Otherwise, the supplier shall be in default even without fault and, if the legal requirements are met, shall also be in default.
- (9) In the event of delay, the supplier shall be obliged to compensate us for any damage caused by the delay; this shall apply in particular to consequential damage, such as loss of profit, downtime costs, retooling costs, additional costs from covering purchases as well as increased costs for an accelerated shipping method, which become necessary due to exceeding the deadline due to the delay. If we claim damages, the supplier shall have the right to prove that he is not responsible for the breach of duty.
- (10) In the event of default, we shall also be entitled to demand a contractual penalty from the supplier in the amount of 0.5% of the order value of the affected transactions for each commenced working day of default, but not more than a total of 5% of the value of the respective delayed part. We may also claim such a contractual penalty if a corresponding reservation was not made when the delivery was accepted. In the event of a claim for damages due to delay, the contractual penalty for the delay shall be offset against the claim for damages.
- (11) If the supplier does not perform in time, we may - after a period of time to be determined by us (which is dispensable if the supplier refuses or if there is imminent danger or if setting a period of time is unreasonable for us) - withdraw from the transaction (also for other related deliveries and services or other transactions in which there is no longer any interest). We reserve the right to assert further statutory rights.
- (12) For the content, type and scope of the deliveries and services, in particular for quality, dimensions and quantities as well as packaging and means of transport, the following must be complied with in any case - in the absence of agreements to the contrary: the customary type and quality and the latest state of science and technology, as well as DIN, EN, ISO, VDE, VDI or equivalent standards and industry standards. This also includes UL/CSA/UR requirements or other international requirements. All deliveries and services must comply with statutory and public-law provisions, in particular also those of the German Product Safety Act and the EC Machinery Directive and the standards on accident prevention and environmental protection at the place of delivery.
- (13) The supplier shall ensure that the goods have a CE marking and are accompanied by an EC declaration of conformity if this is required for the goods in Europe. The supplier shall also make all other markings required by German law and EU law on the goods and their components as well as on the packaging and means of transport. The supplier shall also ensure compliance with EU regulations or other legal requirements and shall also provide us with comprehensive support in this respect (e.g. EAN, RoHs, REACH, CLP, RED, ecodesign, WEEE, product safety, market surveillance regulation, conflict raw materials, deforestation regulation supply chain due diligence, anti-money laundering, transparency, packaging laws, etc.).

- (14) The supplier shall ensure that deliveries can be allocated to delivery notes and invoices so that product can be traced back to delivery and batch.

§ 5 Obligations, commitments, guarantees, retention, willingness to perform, indemnification

- (1) All obligations of the Supplier under these GTCP are contractual obligations and not mere obligations. The Supplier warrants that it will comply with its contractual obligations and obligations to cooperate under these GTCP. The same applies to duties and obligations of the Supplier in other respects.
- (2) The supplier may only assert rights of retention against us insofar as they are based on claims from the same contractual relationship that are undisputed, ready for a decision or legally established. Offsetting by the supplier is excluded insofar as the counterclaim is not legally established, ready for decision or undisputed.
- (3) Compliance with our obligations requires the proper fulfilment of all relevant obligations under these GTCP and other possible obligations and duties by the supplier. We shall also be entitled to withhold our performance until the supplier has made advance performance if it is evident that the supplier's readiness to perform or performance capacity is at risk; after setting a corresponding deadline for concurrent performance or provision of security, we may also withdraw from the contract and demand compensation for damages.
- (4) The supplier shall indemnify us upon first request against all claims of third parties, which are based on a breach of duty or malfunction of the supplier. This includes in particular the defence against direct claims or also official measures against the supplier or us, the defence against indirect claims or official measures against us, the provision of all necessary information and the assumption of legal costs and all other necessary expenses for defence. The supplier may not conclude any agreements to our disadvantage with third parties or authorities without our prior consent.

§ 6 Defects, notice of defects and liability for defects (warranty)

- (1) The supplier's deliveries and services must be absolutely free of defects and also free of third party rights at the place of use, if known to the supplier, or at least at the place of delivery; there is no irrelevance threshold. If individual parts of the deliveries and services are defective, we may consider the entire transaction to be defective if there are corresponding indications, unless the supplier proves to us that the remainder is free of defects
- (2) In the case of purchase contracts and contracts for work and materials, we shall notify open defects in the deliveries in writing without delay as soon as they are discovered in the ordinary course of business. Our notification shall in any case be deemed to be immediate if it is made within two weeks of receipt of the delivery by us. We shall notify the supplier of defects that can be detected later within 2 weeks. If we discover defects with timely notification within three months after receipt of the deliveries, these defects shall be deemed to have already existed upon receipt.
- (3) If an acceptance takes place, the supplier shall notify us of the readiness for acceptance 10 days in advance and a period of notice must be at least 14 days; the acceptance shall take place by means of an acceptance protocol drawn up by us in consultation with the supplier, in which any open defects are recorded. An unconditional acceptance can only be assumed for open but deliberately not recorded defects.
- (4) If the supplier does not begin to remedy a defect immediately after our request (subsequent delivery or rectification at our discretion) or if there is imminent danger or if there is particular urgency for other important reasons, we shall be entitled to carry out the necessary measures ourselves or have them carried out by third parties at the supplier's expense without setting a further deadline. In addition, we shall be entitled to the statutory rights to withdraw from the transaction (also for other related deliveries and services or other transactions in which there is no longer any interest) or to a reduction

in price in full and irrespective of the materiality. The same shall apply if an attempt to remedy the defect by the supplier fails and a second request within a reasonable period of time is not acceptable to us. Other rights and claims for damages due to poor or non-performance are expressly reserved and are not limited.

- (5) Deliveries and services, which the supplier has subsequently delivered or subsequently performed shall again be subject to liability for defects.
- (6) In the case of service purchases for machinery, which are made directly by the customer and are only invoiced by us, the supplier warrants to us and our customers that the services are free of defects.
- (7) All costs of remedying defects at the place where the defective delivery or service is located and all installation and removal costs in the event of defects shall be borne by the supplier irrespective of proportionality; the supplier shall owe recourse (in accordance with § 445a BGB) in full, even if it has only delivered parts.
- (8) The warranty period is 36 months. This begins 12 months after complete delivery by the supplier at the place of delivery or accepted performance by us.

§ 7 Liability for Damages, Product Liability, Compliance, Code of Conduct

- (1) Irrespective of the degree of fault, the supplier is obliged to compensate us for the complete damage incurred directly or indirectly as a result of its breach of duty, in particular in the event of defective delivery and performance, delay, non-delivery or breach of secondary obligations or due to breaches of official safety regulations or for other reasons attributable to the supplier. The supplier shall also be liable in particular for all consequential damages and pure financial losses. There are no limitations of liability.
- (2) Insofar as the supplier has at least partly caused a product liability case, it shall be obliged to indemnify us against claims for damages by injured third parties upon first request insofar as the cause lies within its sphere of control and organisation. Within the scope of this liability, the supplier is also obliged to reimburse us for all expenses arising from or in connection with a recall campaign carried out by us. Such a recall action shall be deemed to exist in particular if it is necessary due to a request issued to us or another company involved in the distribution of the products by an authority authorised for this purpose or due to the need to prevent possible personal injury and/or damage to property at our discretion.
- (3) The supplier undertakes to maintain product liability insurance with a sum insured of EUR 5 million per personal injury or property damage until the respective expiry of the limitation period for defects or product liability; we may be entitled to claims for damages in excess of the insurance benefit, which the supplier must fulfil.
- (4) In connection with the services governed by this contract, the Supplier undertakes to comply with all applicable laws, legal norms and standards, in particular the applicable anti-corruption laws.
- (5) Our Code of Conduct also applies to the supplier.

§ 8 Copyright, secrecy, tools

- (1) We exclusively reserve our unrestricted ownership and our comprehensive rights as well as all exploitation rights to our drawings, illustrations, matrices, models, templates, plans and other documents as well as information in tangible and intangible, in particular electronic form, as well as to all data, experience, know-how, inventions, industrial property rights, designs, samples and trademarks (all of the above "Information").
- (2) All Information not already in the public domain must be treated confidentially and may not be made accessible to third parties. They are to be used expressly for the order placed and may only be reproduced with our express consent. Upon request, but at the latest after completion of the order, they are to be returned to us without being asked or, after consultation, destroyed or - in case of electronic storage - deleted.
- (3) Model facilities, tools and similar equipment handed over by us to the supplier are also

subject to confidentiality and remain our sole property and the supplier is obliged to store them professionally and to mark them in such a way that they are clearly recognisable as our property. The facilities, tools and equipment may neither be passed on to third parties nor used by the supplier or its legal successor for the production of the same or similar items. They must be protected against any misuse, kept secret from unauthorised persons and returned to us immediately upon our request or upon termination of the contract. The supplier shall not be entitled to any counterclaims against this obligation to surrender.

- (4) Production equipment (including tools or similar devices) which is manufactured by the supplier and paid for by us shall be our property and shall be returned to us immediately upon our request or upon termination of the contract. The supplier shall not be entitled to any counterclaims against this obligation to surrender. Modifications to the production equipment may only be carried out with our approval; they are to be checked regularly for their functional capability or dimensional accuracy. If the supplier detects defects, they must be reported to us immediately and the further procedure must be clarified.
- (5) The supplier is obliged to bear replacement costs or repair costs incurred due to improper handling of our production equipment. Replacement costs or repair costs of production equipment due to normal wear and tear must be notified immediately and require a written declaration of cost assumption.
- (6) Production equipment is stored for at least 5 years after the last use (e.g. casting). Scrapping or return of the production equipment can only take place with our written consent. The costs for scrapping shall be borne by the supplier.
- (7) In the event of foreclosure measures against our property or other production facilities, the supplier is obliged to inform us immediately so that we can protect our rights.

§ 9 Taking back and disposing of the goods after the end of use

- (1) German Electrical and Electronic Equipment Act: The supplier assumes the obligation to properly take back and dispose of delivered goods that fall under the German Electrical and Electronic Equipment Act at the end of their use by our customers and/or their other customers at the supplier's own expense in accordance with the statutory provisions. The supplier shall indemnify us against the obligations under Sec. 10 (2) of the German Electrical and Electronic Equipment Act (manufacturers' obligation to take back electrical and electronic equipment) and any related claims by third parties. Our claim for takeover/release by the supplier shall not become statute-barred before the expiry of two years after the final termination of the use of the device. This period shall commence at the earliest upon receipt by us of written notification of the termination of use from the customer and/or its purchaser.
- (2) EU Directive on Batteries and Battery Law and Regulation: The supplier is obliged to comply with all obligations and to take back and dispose of all batteries sold to us at his own expense. However, the supplier shall optionally grant us the right to have batteries disposed of via our own officially approved disposal channels and to pass on to him the actual costs associated with this up to the amount of the customary disposal costs.
- (3) Other take-back and disposal regulations: The supplier shall take back and dispose of goods and/or their components as well as their packaging and, if applicable, their means of transport at its own expense in accordance with other German law or EU law, unless the parties have agreed otherwise. Paragraph (2) sentence 2 shall apply accordingly.
- (4) The supplier shall release us from the take-back or disposal claims of our customers or their customers pursuant to paragraphs (2) or (3) as soon as we request him to do so. Our claim for takeover/release by the supplier shall not become time-barred before the expiry of two years after the final termination of the use of the goods. This period shall commence at the earliest upon receipt by us of a written notification from our customer and/or its customer of the termination of use.

§ 10 Place of jurisdiction, applicable law, place of performance

- (1) German law is exclusively applicable to the transaction between us and the supplier. The UN Convention on Contracts for the International Sale of Goods is excluded.
- (2) For all disputes arising from the business relationship, the place of jurisdiction is the court responsible for the purchaser. However, we are also entitled to bring an action at any other statutory place of jurisdiction. Instead of bringing an action before an ordinary court, we may at our discretion - as plaintiff - settle a dispute arising in connection with the business relationship in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V.). (DIS) to the exclusion of the ordinary legal process; the place of arbitration shall be the place where our registered office is located, the language of the arbitration shall be determined at our discretion (German or English).
- (3) Unless otherwise agreed, our registered office shall be the place of performance.
- (4) Should individual provisions of these GTCP be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally valid provision which comes as close as possible to the recognisably intended economic purpose of the invalid provision. The same shall apply in the event of a loophole in these GTCP.
- (5) Should several language versions of these GTCP exist and be used, the German language version shall prevail.