

General Terms and Conditions of Purchase of HÜBERS Verfahrenstechnik Maschinenbau GmbH

1. Scope

- 1.1 These General Terms and Conditions of Purchase apply to all business transactions between **HÜBERS Verfahrenstechnik Maschinenbau GmbH** (hereinafter: “**HÜBERS**”) and the Supplier, even if they are no longer mentioned separately when subsequent contracts are concluded. Any terms and conditions of the Supplier that conflict with, supplement or deviate from these General Terms and Conditions of Purchase are not part of any contract unless HÜBERS has expressly agreed to their validity in writing. These General Terms and Conditions of Purchase apply even if HÜBERS accepts a delivery from the Supplier without reservation while aware of terms and conditions of the Supplier that conflict with or deviate from HÜBERS’ own.
- 1.2 Case-specific, individual agreements made with the Supplier (including side agreements, supplements, and amendments) shall in any case take precedence over these General Terms and Conditions of Purchase. Legally relevant declarations and notifications by the Supplier (e.g. setting of deadlines, dunning, termination, withdrawal) must always be made in writing. This also applies to the cancellation of this written form requirement.
- 1.3 HÜBERS’s statutory rights beyond the scope of these General Terms and Conditions of Purchase remain unaffected.

2. Conclusion of Contract and Contract Amendments

- 2.1 Quotes, contract offers, cost estimates, drafts, calculations, or models of the Supplier shall be submitted free of charge unless the parties agree otherwise in writing. With its offer, the Supplier shall provide HÜBERS with all necessary drawings and documents required for clarification of the technical details of the goods. Such discussion or other involvement of HÜBERS in the design work shall not release the Supplier from its sole responsibility for the goods and any warranty and other obligations resulting therefrom.
- 2.2 An order, its amendment or supplement and any other agreements made upon the conclusion of the contract shall only become binding if they have been placed by HÜBERS in writing or by e-mail or, in the case of orders placed verbally – by telephone or another means of telecommunication –, if they have been duly confirmed in writing or by e-mail. The silence of HÜBERS regarding offers, requests or other declarations of the Supplier shall only be deemed to constitute consent if this has been expressly agreed in writing. Should an order contain obvious mistakes, spelling, or calculation errors, it shall not be binding for

HÜBERS.

- 2.3 The Supplier shall send out an order confirmation that explicitly confirms the price and delivery date promptly and within a maximum period of one week after the receipt of the order. Order confirmations that deviate from the order are not deemed to have been agreed unless HÜBERS has expressly confirmed them in writing or by e-mail.
- 2.4 If a delivery call-off procedure has been agreed, delivery call-offs by HÜBERS shall become binding for the Supplier – unless expressly agreed otherwise in writing – if the Supplier does not object to the respective delivery call-off in writing within three working days of receipt at the latest.

3. Amendments

- 3.1 Before accepting the order, the Supplier must examine the documents it has received, e.g. a text description of the goods or drawings, to ensure that they are free of recognisable errors, ambiguities, or contradictions. The Supplier shall immediately inform HÜBERS of any concerns in writing. After the conclusion of the contract, any changes to the goods, for example in regard to construction, composition, or design, are only permitted with HÜBERS's prior written consent.
- 3.2 If it becomes apparent during the execution of a contract that deviations from the originally agreed specification are necessary or expedient, the Supplier shall immediately inform HÜBERS of these deviations in writing or by e-mail.
- 3.3 HÜBERS can demand changes to the goods or contents of the service, as well as to the date of the delivery or performance from the Supplier – even after conclusion of the contract – if these changes can be reasonably expected of the Supplier while taking into account the reciprocal interests of the Parties appropriately. If the change affects the costs incurred by the Supplier through its execution of the contract or on the agreed delivery and performance dates, the Supplier undertakes to inform HÜBERS of this circumstance immediately in writing, stating the reasons. If HÜBERS requests that the Supplier carries out the relevant change, the parties shall agree in good faith on the effects of the change with regard to additional or reduced costs, as well as with regard to the dates of delivery and performance.
- 3.4 The Supplier is not authorised to change the goods or the contents of the service after conclusion of the contract without the express written consent of HÜBERS. This shall also apply for the slightest changes and also in the case that the specifications, technical data, measurements, analyses, formulas, manufacturing procedures, etc. stipulated in detail by HÜBERS remain unchanged. Changes to the goods to be delivered by the Supplier or to the service to be rendered by the Supplier are only permitted after written approval by HÜBERS. Should the Supplier culpably fail to fulfil this obligation, it shall pay all costs

resulting from this breach of obligation to HÜBERS or third parties, e.g. due to subsequent examinations, expert opinions, additional calculations, subsequent treatments, replacement deliveries, sorting expenses, etc.

- 3.5 If, for future deliveries, the Supplier intends to introduce changes to manufacturing processes, the composition or properties of the goods, the place of manufacture or to the upstream suppliers for materials or preliminary products, as well as to the process or facilities for testing the goods or other changes which are relevant for the use of the goods by HÜBERS or customers of HÜBERS, such changes shall require the consent of HÜBERS.

4. Delivery

- 4.1 The delivery must comply in its execution, scope and classification with the stipulations in the order. The dates or periods for delivery and performance specified in the order documents are binding; if these documents do not provide dates for delivery and performance, the dates for delivery and performance specified by HÜBERS in the order shall be binding. Delivery periods commence on the date of the purchase order.
- 4.2 The actual receipt of the goods by HÜBERS shall be authoritative for determining compliance with the delivery period. If delivery DAP or DDP (according to Incoterms® 2020) has not been agreed, the Supplier must make the goods available in good time, taking into account the time for loading and dispatch to be agreed with the forwarding agent.
- 4.3 If the Supplier realises that the delivery date cannot be met, it shall notify HÜBERS in writing or by e-mail without delay, stating the reasons and the anticipated duration of the delay. In the event of a delay in delivery, HÜBERS shall be entitled to withdraw from the contract in accordance with the statutory provisions. In the event of default by the Supplier, HÜBERS shall be entitled to demand a contractual penalty of 0.5% of the net order value of the goods with which the Supplier is in default for each commenced week of delay, up to a maximum of 5% of the net order value. This does not affect any further legal claims for damages on the part of HÜBERS. The contractual penalty shall be offset against any default damages to be paid by the Supplier. Acceptance of a late delivery shall not be construed as a waiver of HÜBERS's right to claim damages.
- 4.4 Delivery before the agreed delivery date is only permissible with the prior written consent of HÜBERS. HÜBERS is entitled to send back goods delivered too early at the expense of the Supplier or to store them at the expense of the Supplier until the agreed delivery date.
- 4.5 Partial, excess, and short deliveries are not admissible unless otherwise agreed.

5. Condition of the Goods; Software

- 5.1 The Supplier warrants that the goods comply with the agreed specifications, the latest state

of the art, the relevant statutory provisions and regulations of authorities, trade associations and professional organisations in Germany and the European Union and that they are fit for the contractually stipulated purpose. This stipulation shall also apply to compliance with all technical data and quality standards specified in the orders, drawings, and/or delivery specifications of HÜBERS, which determine the stipulated quality of the goods to be delivered and of the services to be rendered by the Supplier. If the Supplier has provided HÜBERS with a sample of the goods, it also warrants that the delivered goods correspond to the sample.

If deviations are necessary in individual cases, the Supplier must obtain the written consent of HÜBERS. The warranty obligation of the Supplier shall not be affected by this approval. If the Supplier has concerns regarding the manner of execution desired by HÜBERS, it shall notify HÜBERS hereof in writing without undue delay. Unless HÜBERS has made other agreements with the Supplier regarding the stipulated quality of the goods to be delivered and the services to be rendered, the product details furnished by the Supplier (e.g. in catalogues and offers or on the Internet) shall be deemed to be agreed as minimum specifications. In addition, the goods to be delivered and the service to be rendered must in any case be suitable for the contractually stipulated use (*vertraglich vorausgesetzte Verwendung*) without restriction. If there is no contractually stipulated use, the goods to be delivered and services to be rendered must be suitable for customary use (*gewöhnliche Verwendung*) without restriction. If there is no such customary use, the goods to be delivered and services to be rendered must have at least the customary quality (*übliche Beschaffenheit*).

- 5.2 If standards or regulations, such as ISO, IEC, EN, DIN, VDE, exist with regard to the ordered goods, the Supplier must comply with them when manufacturing and delivering the goods.
- 5.3 Unless otherwise agreed in writing, the Supplier shall supply all maintenance schedules and circuit diagrams, as well as operating and cleaning instructions and spare parts lists, insofar as is customary or necessary for the goods supplied. Insofar as is relevant for the goods in individual cases, the Supplier shall also provide HÜBERS with full documentation according to the EC Machinery Directive, the manufacturer's and supplier's declarations and, if applicable, the CE declaration free of charge in German and English, in duplicate and in written form, and additionally as a PDF file under specification of the corresponding process number or process designation by e-mail to dokumentation@huebers.de.
- 5.4 The Supplier undertakes to provide all drawings and documents required by HÜBERS or its customer for the installation, operation, storage, transport, maintenance, servicing and repair of the goods in good time and unprompted – at delivery at the latest – free of charge in German as a PDF file under specification of the corresponding process number or process designation by e-mail to dokumentation@huebers.de.
- 5.5 If software is required for the operation or use of the goods, it shall be part of the scope of delivery, included in the agreed price. Such software and any other software purchased by

HÜBERS shall be provided by the Supplier with software licence for an unlimited period of time as required for the use of the software. HÜBERS is authorised to transfer the software licence to the purchaser of the goods in the event of resale of the goods. The corresponding licences and rights granted are covered by the purchase price for the goods.

The Supplier undertakes to keep the software up to date with the latest state of the art by providing regular updates.

6. Transfer of Risk and Shipping

- 6.1 The Supplier shall bear the risk of accidental loss or deterioration of the goods until their acceptance (*Annahme*) by HÜBERS. Unless the Parties expressly agree otherwise in writing, all deliveries shall be made DDP (in accordance with Incoterms® 2020). If the Supplier is under obligation to assemble or install the goods at HÜBERS premises, the risk does not pass to HÜBERS until commissioning of the goods. If formal acceptance (*Abnahme*) has been agreed, the risk shall only pass to HÜBERS upon successful formal acceptance.
- 6.2 Ownership of the delivered goods shall pass to HÜBERS upon the transfer of risk. Any prolonged or extended retention of title by the Supplier is not recognised by HÜBERS.
- 6.3 Each delivery must include a delivery note indicating the date (of issue and shipment), the order number and the material number, a list of the batches delivered, a description of the goods, the delivered quantity, and the weight. Violations of these documentation obligations constitute a material breach of contract on the part of the Supplier. Any resulting damage accrued by HÜBERS shall be compensated by the Supplier, unless the Supplier is not at fault for breaching the obligation. If the delivery note is missing or incomplete, HÜBERS shall not be responsible for any resulting delays in processing and payment.
- 6.4 The Supplier shall be liable for proper packaging. The Supplier must comply with HÜBERS's packaging specifications. The Supplier shall be liable for all damage accrued by HÜBERS due to culpable non-compliance with these packaging specifications. In addition, the goods shall be packed by the Supplier at the Supplier's expense in such a way that transport damage is avoided. If the Supplier ships the goods using reusable packaging (such as pallets or crates), HÜBERS shall subsequently provide the Supplier with corresponding reusable packaging of the same type and quality in the event of a corresponding agreement. Use of packaging materials shall be kept to the necessary minimum. Only environmentally friendly, recyclable packaging materials may be used.

7. Electrical and Electronic Equipment Act, Electrical and Electronic Substances Regulation, REACH

- 7.1 If the Supplier supplies electrical or electronic products within the scope of the German Electrical and Electronic Equipment Act (Gesetz über das Inverkehrbringen, die

Rücknahme und die umweltverträgliche Entsorgung von Elektro- und Elektronikgeräten – ElektroG), the following provisions of this Section 7.2 – 7.4 shall apply:

- 7.2 The Supplier warrants that it will comply with the provisions of the ElektroG and fulfil the obligations arising therefrom on behalf of HÜBERS and – insofar as these obligations are not transferable – support HÜBERS in their fulfilment. In particular, the Supplier undertakes, where necessary, to affix the manufacturer's labelling pursuant to Section 9 (1) ElektroG to the contractual item free of charge on behalf of HÜBERS in accordance with HÜBERS's specifications and, where required by the respective law, to label the respective contractual item with the corresponding symbol pursuant to Section 9 (2) ElektroG in conjunction with Annex 3 ElektroG, in accordance with HÜBERS's specifications.
- 7.3 The Supplier warrants that it will comply with the requirements of Directive 2011/65/EU on the Restriction of Hazardous Substances (RoHS) and the requirements of the national implementations, in particular the Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (Verordnung zur Beschränkung der Verwendung gefährlicher Stoffe in Elektro- und Elektronikgeräten - Elektro-StoffV). In addition, the Supplier guarantees that electrical and electronic equipment it supplies is labelled with the special markings and information required by Section 5 ElektroStoffV. In addition, the Supplier must label the goods with a CE mark in accordance with Section 7 of the German Product Safety Act (Produktsicherheitsgesetz – ProdSG), if necessary and permissible. The CE mark must be affixed visibly, legibly and permanently to the electrical and electronic equipment or the data plate.
- 7.4 RoHS conformity must be declared in writing to HÜBERS by the Supplier before the first delivery of electrical and electronic equipment, including cables and spare parts. The packaging of these goods must be labelled with a notice regarding RoHS conformity. RoHS conformity must be confirmed on the delivery note with the note "RoHS-konform/RoHS-compliant". In addition, the Supplier must inform HÜBERS immediately and unprompted in writing when the information in the Declaration of Conformity is no longer correct. Compliance with the limit values must be verified by means of internal analyses or by a professionally qualified laboratory commissioned for this purpose. This evidence must be handed over at the request of the customer. It should be sent to the following e-mail address: info@huebers.de
- 7.5 The Supplier warrants that the goods it supplies comply with the provisions of EC Regulation No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Verordnung EG Nr. 1907/2006 zur Registrierung, Bewertung, Zulassung und Beschränkung chemischer Stoffe – REACH VO; REACH Regulation). At the request of HÜBERS, the Supplier shall, accordance with Article 31(1) through (3) of the REACH Regulation, provide an up-to-date, complete safety data sheet in German that complies with the requirements of the REACH Regulation at delivery at the latest. The Supplier must provide

HÜBERS with the corresponding safety data sheet with each new update/revision of the legal regulation. The safety data sheet must also be sent in paper or electronic form to the following e-mail address: Compliance@HÜBERS.com. Mere provision of the safety data sheet on a website on the Internet is not sufficient proof of its actual transmission. According to the Chemicals Sanctions Ordinance (Chemikalien-Sanktionsverordnung), failure to properly provide or update a safety data sheet constitutes an administrative offence that can be sanctioned with a fine of up to EUR 50,000.00.

- 7.6 The Supplier warrants that the product does not contain any substances of very high concern within the scope of the REACH Regulation in a concentration of more than 0.1 per cent by mass (w/w). If the Supplier nevertheless supplies products to HÜBERS that contain substances of very high concern in a concentration greater than 0.1 per cent by mass (w/w) of one or more substances, that meet the criteria of Article 57 of the REACH Regulation, that are included in Annex XIV of the REACH Regulation (candidate list for authorisation) and/or that are identified in accordance with Art. 59 (1) REACH Regulation (candidate list), the Supplier shall, pursuant to Art. 33 REACH Regulation, provide information on the name of the substance, the relevant CAS number, the concentration of the substance in the product and the safe use of the product within 45 days. The information shall be sent to the following e-mail address: info@huebers.de
- 7.7 If the Supplier violates the provisions listed in Clauses 7.2 to 7.6, HÜBERS may withdraw from or terminate any contracts with the Supplier in accordance with the statutory provisions and demand compensation for damages and indemnification against third-party claims and fines imposed as a result of the breach.

8. Prices and Payment

- 8.1 The price agreed upon in the order shall be binding. Unless the parties agree otherwise in writing, the prices include packaging, transport costs and insurance and, in the case of imported goods, all customs duties, taxes and other costs of importing the goods. The prices shown are net prices only; any statutory value added tax must be shown separately on the invoice by the Supplier at the applicable rate.
- 8.2 The Supplier's invoices must include the purchase order indicators (order number, order date, quantity, and price), the number of each individual line item (batches) and the delivery note number. Otherwise, due to the inability to process them, they will be deemed not to have been received and may be rejected by HÜBERS. In accordance with the statutory provisions, the Supplier undertakes to issue invoices to HÜBERS in a format compliant with DIN EN 16931 and send them to HÜBERS electronically.
- 8.3 Payment shall be effected within fourteen days of receipt of the goods and of the invoice less a 3% early payment discount, or net within thirty days. Payments are always subject to

invoice verification. In the case of defective delivery, HÜBERS is entitled to withhold payment until proper performance has been effected (and without losing any discounts, rebates, or other similar price reductions). If the Supplier has to provide material tests, test reports, quality documentation or other documents, acceptance of the goods is also subject to receipt of these documents. The payment term commences after rectification of all defects. If the goods are delivered too early, the payment period shall not begin until the agreed delivery date.

- 8.4 Even insofar as HÜBERS should have had knowledge at the date of payment that the delivered goods or the performed services are defective, its payment of the invoice shall not be deemed to be a waiver of HÜBERS's claims arising from the defectiveness of the goods or service.
- 8.5 In the case of advance payments, HÜBERS shall be entitled to demand reasonable securities.
- 8.6 The goods shall become the unencumbered property of HÜBERS upon payment at the latest. Payments shall be effected to the Supplier only. Extended or prolonged reservations of title are inadmissible.
- 8.7 The Supplier is entitled to offset rights only if its counterclaims are legally ascertained, recognised or undisputed. Furthermore, the Supplier may only exercise a right of retention if its counterclaim arises from the same contractual relationship.
- 8.8 The Supplier is not authorised to assign its claims against HÜBERS or third parties or to have such collected by third parties without the prior written consent of HÜBERS, which HÜBERS shall not inequitably refuse. If the Supplier itself is being supplied subject to extended reservation of title, consent as defined in the previous sentence is deemed to be given. If the Supplier assigns its claims to a third party without HÜBERS's consent in opposition to Sentence 1, this assignment shall nevertheless be effective. However, HÜBERS may, at its discretion, make payments to either the Supplier or the third party with the effect of discharging its obligations.

9. Warranty; Inspection and Complaints

- 9.1 Warranty and liability are governed by the statutory provisions, unless otherwise specified in these terms and conditions or in any other written agreement between HÜBERS and the Supplier.
- 9.2 The Supplier warrants that the goods it delivers and the services it renders comply with the requirements agreed in Clauses 5 and 7 of these General Terms and Conditions of

Purchase.

- 9.3 HÜBERS's approval of drawings, calculations, samples, specimens, or other technical documents of the Supplier shall not affect the Supplier's responsibility for defects and any guarantees it has assumed.
- 9.4 If the goods are defective, HÜBERS is entitled, without prejudice to its statutory right to deficiency claims, to demand subsequent performance by the Supplier in the form of either defect rectification or a defect-free replacement delivery. The Supplier shall bear all necessary costs associated with subsequent performance.
- 9.5 If the Supplier fails to fulfil its warranty obligation within a reasonable period set by HÜBERS, HÜBERS may take the necessary measures itself or have them taken by third parties at the Supplier's expense and risk, without prejudice to its warranty obligation. In urgent cases, after coordination with the Supplier, HÜBERS can directly undertake the remedy itself or have such undertaken by a third party at the cost of the Supplier. Minor defects can be remedied by HÜBERS itself in the interest of a timely performance vis-à-vis its customers, without prior agreement and without the warranty obligation of the Supplier being affected hereby. The same shall apply if unusually extensive damage is imminent.
- 9.6 Except in cases of fraudulent intent, claims for defects shall lapse 36 months after delivery (if acceptance has been agreed: after successful acceptance). Notwithstanding sentence 1, claims for defects for goods that have been used for a building in accordance with their normal use and have caused the defectiveness of the building shall lapse within five years of handover of the goods.
- 9.7 If the Supplier fulfils its subsequent performance obligation by supplying a replacement, the limitation period for the goods supplied as replacement shall begin anew after their acceptance.
- 9.8 The statutory provisions shall apply to the commercial duties of HÜBERS to examine and give notification of defects with the following proviso: HÜBERS's duty to inspect shall be limited to defects which become apparent during the incoming goods inspection upon external examination, including the delivery documents (e.g. transport damage, incorrect or incomplete delivery) or that are recognisable to HÜBERS during quality control with a reasonable number of random samples. HÜBERS's duty to make notification of any defects discovered subsequently remains unaffected. Insofar as there is an obligation to give notice of defects, the notification shall be deemed to be made in a timely manner if it is received by the Supplier within 5 working days of delivery of the goods with apparent defects or within 14 working days after a hidden defect was discerned or had become discernible upon due examination. If the Parties have agreed on formal acceptance, this formal acceptance shall take the place of the duty to inspect and give notification of defects; in this case, HÜBERS

shall have no additional duty to inspect and give notification of defects.

10. Product Liability and Insurance

- 10.1 The Supplier undertakes to indemnify HÜBERS, upon first request, against any liability towards third parties or claims of third parties arising from the manufacture, delivery, storage, or use of the delivered goods. The Supplier shall also be obliged to reimburse HÜBERS for payments made in settlement of justified claims. The obligation to indemnify and reimburse shall not apply if the underlying event is demonstrably due to grossly negligent or intentional behaviour on the part of HÜBERS or an employee, representative, vicarious agent, or company affiliated with HÜBERS. The Supplier is obligated to inform HÜBERS without delay of any legal action brought against it or of the assertion of any claims and to make all relevant documents available to HÜBERS upon request. Further claims on the part of HÜBERS remain unaffected.
- 10.2 In the cases referred to in Clause 10.1, the Supplier shall bear all costs and expenses, including the costs of any legal proceedings. In particular, the Supplier shall also reimburse HÜBERS for any expenses incurred as a result of or in connection with preventative measures taken by HÜBERS against claims arising from product liability, in particular warning, replacement or recall campaigns. The costs and expenses to be reimbursed also include the costs of a precautionary recall campaign, insofar as this is appropriate for the protection of HÜBERS's customers or external third parties according to the best judgment of HÜBERS. The Supplier shall reimburse HÜBERS for the costs of such a recall campaign even after the expiry of the warranty period if HÜBERS carries out the recall on the basis of an administrative order or in order to avert risks to life and limb of the users of the goods or of external third parties. HÜBERS shall, to the extent possible and reasonable, notify the Supplier about the contents and scope of the measures to be carried out and give it the opportunity to state its opinion.
- 10.3 Insofar as a claim is made against HÜBERS by third parties due to a product defect obligating replacement of the item delivered by the Supplier, the Supplier shall provide active support to HÜBERS in the defence of such claims in addition to its obligation set forth in Clause 10.1. For this purpose, the Supplier shall keep all documents and records relating to the delivery for a period of at least 15 (fifteen) years from receipt of the delivery by HÜBERS and provide them to HÜBERS upon first request.
- 10.4 If the Supplier becomes aware of a defect or discovers a defect that could constitute serial damage, it undertakes to inform HÜBERS immediately. Serial damage exists in particular if several goods are defective due to the same cause and/or have the same defect. Within the scope of a serial loss, the Supplier's indemnification, and reimbursement obligations in Clauses 10.1 through 10.3 apply to each individual damage event. A limitation of liability for

serial damage is expressly not agreed.

- 10.5 The Supplier shall insure itself at its own expense against all risks arising from product liability in an appropriate amount – but at least in the amount of EUR 15 million for personal injury, property damage and financial loss (including recall cost insurance) for each individual damage event, and at least in the amount of EUR 30 million per calendar year – and provide HÜBERS with proof of insurance upon request. The insurance coverage shall be maintained for a period of at least five (5) years from the most recent delivery to HÜBERS.

11. Subcontractors

- 11.1 Without the prior written consent of HÜBERS, the Supplier may not transfer its obligations under the contract in whole or in part to third parties (e.g. subcontractors) or have the services and work assigned to it performed by third parties. The assignment of orders by subcontractors to a further third party also requires the prior written consent of HÜBERS. Companies affiliated with the Supplier within the meaning of Sections 15 et seq. of the Stock Corporation Act (AktG) are also to be considered third parties (subcontractors).
- 11.2 HÜBERS shall give its consent unless there is an objective reason not to do so. Any consent by HÜBERS shall not affect the Supplier's contractual obligations towards HÜBERS.
- 11.3 The Supplier shall carefully select the subcontractor and, before commissioning the subcontractor, ascertain that the subcontractor is capable of complying with all of the Supplier's obligations assumed under the contract with HÜBERS.
- 11.4 With regard to the tasks assumed by the subcontractors, the Supplier shall impose all obligations which it has assumed vis-à-vis HÜBERS on them and ensure their compliance with these obligations.
- 11.5 The Supplier shall inform the subcontractor that it must comply with all relevant accident prevention regulations specified by the legislator or business partner, occupational safety regulations, in particular the applicable trade association regulations and the regulations, works standards and rules specified by HÜBERS (e.g. the HÜBERS operating regulations). The information provided must be documented in writing in a short report and a copy must be submitted to HÜBERS.
- 11.6 The Supplier shall oblige the subcontractor in the contract concluded with it to inform the Supplier about any required latest official authorisations, certificates or reporting obligations (e.g. coming from the tax office, the responsible social insurance institutions, or the employers' liability insurance association) and – if necessary – any work permits and to hand them over to HÜBERS upon request.
- 11.7 The Supplier may not prevent its subcontractors from concluding contracts with HÜBERS

regarding other deliveries and/or services. In particular, exclusivity agreements with third parties that prevent HÜBERS or the subcontractor from obtaining deliveries/services that HÜBERS or the subcontractor require for the execution of such orders are not permitted.

- 11.8 If the Supplier employs subcontractors without the prior written consent of HÜBERS pursuant to Clause 11.1 or if the Supplier breaches the obligations in accordance with Clause 11.3, 11.4 or 11.6, HÜBERS shall be entitled to withdraw from the contract in whole or in part. In case of a culpable breach of the afore-said obligation by the Supplier, HÜBERS may also claim damages in lieu of performance.

12. Rights of Use; Rights of Third Parties

- 12.1 Insofar as the delivery or service contains software, the Supplier shall at least grant HÜBERS – unless expressly agreed otherwise in writing – a non-exclusive, transferable right, unrestricted in terms of time, content, and territory, to use the software and the associated documentation, as well as any updates, upgrades, or other further developments. HÜBERS shall be entitled to grant sub-licences provided that the Supplier's copyright is protected.
- 12.2 If licence fees are payable for the contractually agreed use of the goods – also in connection or interaction with other items – they shall be paid by the Supplier.
- 12.3 The Supplier warrants that the goods delivered by it are free from rights of third parties and that no patents or other intellectual property rights of third parties within the Federal Republic of Germany, as well as the European Union, are infringed by their delivery or use in accordance with the contract, or in connection or in interaction with other items.
- 12.4 If patents or other industrial property rights of third parties are infringed by the delivery or service of the Supplier, the Supplier shall undertake to ensure that the infringement no longer exists by procuring the rights, by modifying the goods or delivering modified goods – insofar as is reasonable for HÜBERS.
- 12.5 Without prejudice to Clause 12.4., the Supplier must indemnify HÜBERS against third-party claims due to the infringement of patents or other proprietary rights and pay all and any costs incurred by HÜBERS in this regard. This obligation shall not exist insofar as HÜBERS makes agreements with the third party without the consent of the Supplier, which refer to its claims, in particular, if HÜBERS concludes a settlement; or insofar as the Supplier is not responsible for the intellectual property right infringement. The Supplier shall immediately provide HÜBERS with all information and documents required for the defence free of charge, insofar as is reasonable. Upon request, it must additionally support HÜBERS to the best of its abilities in defending against the asserted claims.
- 12.6 Clauses 12.2 to 12.5 shall also apply respectively for those countries with regard to which

the Supplier was aware at the time of contract conclusion that they were destinations for the goods to be delivered by the Supplier to HÜBERS.

13. Transfer of Items by HÜBERS

- 13.1 The Supplier shall label items provided by HÜBERS as the property of HÜBERS and store them separately from other goods so that the items provided by HÜBERS can be clearly identified as such for the entire duration of storage and – as far as technically possible and reasonable for the Supplier – also during processing. The Supplier shall be liable to HÜBERS for the loss of or damage to items provided. The Supplier shall insure, at its own cost, the materials/items supplied by HÜBERS at least for the market value against damage caused by fire, water, theft and comparable cases of damage. HÜBERS must be informed immediately of any legal or actual impairment of the materials/items provided.
- 13.2 The materials/items provided shall be treated and processed on behalf of HÜBERS and shall remain the property of HÜBERS during the treatment and processing stage. The Parties agree that HÜBERS shall be co-owner of the products manufactured using the materials/items or parts provided by HÜBERS, proportionate to the value of materials/items or parts provided against the value of the product as a whole. The same shall apply if HÜBERS's title to the materials/items provided is lost due to intermixing or commingling with other goods.
- 13.3 Tools, moulds, or devices provided by HÜBERS shall remain the property of HÜBERS. Tools, moulds, or devices paid for in full or in part by HÜBERS shall become the property of HÜBERS upon payment by HÜBERS. HÜBERS shall provide the Supplier with the tools, moulds, or devices on loan for the duration of the production of the goods ordered by HÜBERS. The Supplier shall mark the tools, moulds, or devices as the property of HÜBERS. The Supplier is obligated to use the tools, moulds, or devices exclusively for the manufacture of the goods ordered by HÜBERS and to handle and store the tools, moulds or devices belonging to HÜBERS in compliance with the diligence of a prudent businessperson and to insure them at its own expense at replacement value against fire, water damage, and theft. The Supplier hereby assigns to HÜBERS all claims for compensation under such insurance policies; HÜBERS hereby accepts the assignment. The Supplier shall carry out the necessary maintenance and inspection work on these tools, moulds, or devices, as well as all other maintenance and repair work at its own expense in good time. The Supplier shall inform HÜBERS of any disruptions without undue delay.
- 13.4 All documents, drawings, samples, or other objects provided to the Supplier by HÜBERS for the submission of an offer or the manufacture of the goods shall remain the property of HÜBERS; the copyright and all other industrial property rights of HÜBERS existing on them shall remain reserved. The Supplier is not authorised to use the information, ideas or other know-how contained therein for purposes other than the preparation of the quotation or

performance of the contract for HÜBERS. The latter shall not apply if the information, ideas, or other expertise were already known to the Supplier prior to receipt from HÜBERS or if it lawfully received them at a later time by other means. The documents, drawings, samples, etc. are to be submitted to HÜBERS immediately upon demand – or unprompted, if no contract is concluded – together with all copies and reproductions, provided that the Supplier does not have a legitimate interest in retaining individual documents. Sentences 1 and 2 shall apply respectively for the drawings and other documents prepared by the Supplier according to the specific information provided by HÜBERS.

- 13.5 Insofar as HÜBERS incurs damage as a result of a breach of the aforementioned obligations of this Clause 3 by the Supplier, the Supplier shall be obliged to compensate HÜBERS for such damage, unless the Supplier is not responsible for the breach of duty.

14. Security of Supply

- 14.1 Insofar as the goods are items developed specifically for HÜBERS, in particular, if HÜBERS has participated directly or indirectly in the costs for development and/or production material, the Supplier agrees to supply HÜBERS with the goods within the scope of HÜBERS's existing requirements and to accept orders from HÜBERS as long as HÜBERS requires the goods. The anticipated delivery volume according to HÜBERS's forecasts of customer requirements shall be made known to the Supplier in good time. However, the Supplier shall not be entitled to demand the purchase of specific quantities by HÜBERS unless the contracting parties have expressly agreed otherwise in writing.
- 14.2 Insofar as the delivered goods are goods that can be repaired, the Supplier undertakes to guarantee delivery of the necessary spare parts for a period of 15 (fifteen) years after delivery of the goods – even after the end of series production of the goods. If, within this period, it becomes clear to the Supplier that it will no longer be able to guarantee the supply, it shall announce the end of the possibility of supply to HÜBERS without delay and, insofar as the Supplier cannot offer any other possibilities which are reasonable for HÜBERS, shall grant HÜBERS the possibility of procuring an all-time requirement 12 (twelve) months prior to discontinuation of production.

15. Quality Assurance and Quality Control

- 15.1 The Supplier shall have a certified quality assurance management system that is suitable in type and scope and corresponds to the latest state of the art, at least in accordance with ISO-9001, and shall provide evidence of this system to HÜBERS upon request. The Supplier shall keep regular records regarding the quality controls conducted by it and make these available at short notice to HÜBERS upon demand. If HÜBERS deems it necessary,

the Supplier shall conclude a corresponding quality assurance agreement with HÜBERS.

- 15.2 If the performance of a special quality control is foreseen for the goods within the scope of the formal acceptance, the personnel-related acceptance costs shall be borne by HÜBERS and the material acceptance costs shall be borne by the Supplier, unless otherwise agreed in writing.
- 15.3 If a further quality control is required as a result of defects found, the costs of personnel shall also be borne by the Supplier. The same shall apply if the goods are not presented to the quality representative when an acceptance test is to be carried out.
- 15.4 After prior consultation with the Supplier, HÜBERS shall be entitled to carry out quality audits at the Supplier's premises – unless otherwise agreed: at its own expense – or to have them carried out by third parties.
- 15.5 The quality of the raw materials used, the manufacturing process and the finished goods must each be constantly monitored by the Supplier in a suitable manner. The monitoring result must be documented and the documentation must be archived in such a way that the result can be traced back to specific deliveries. At the request of HÜBERS, the Supplier shall provide a copy of the documentation of the goods it has received.

16. Confidentiality

- 16.1 If the Parties have concluded a separate non-disclosure agreement in writing, that non-disclosure agreement shall take precedence over the provisions of the following Clauses 16.2 through 16.4 insofar as the Parties have made express provisions in the separate and written non-disclosure agreement.
- 16.2 The Supplier undertakes to keep confidential for an indefinite period all information and documents which become accessible to it through HÜBERS and which are designated as confidential or which, under other circumstances, are recognisable as business or trade secrets, and to neither record nor forward or exploit them, unless this is required for delivery to HÜBERS. The Supplier shall ensure, by means of appropriate contractual agreements with its employees and agents/subcontractors, that they also refrain from any use, disclosure or unauthorised recording of such business and trade secrets for at least the duration of the business relationship.
- 16.3 The information and documents provided to the Supplier by HÜBERS shall only be used by the Supplier for the purpose of fulfilling the contract concluded with HÜBERS. Illustrations, drawings, calculations, and other documents provided by HÜBERS shall be kept confidential by the Supplier; they shall remain the property of HÜBERS. After termination of the contract, these documents shall be returned to HÜBERS by the Supplier without request, immediately and in their complete form, unless they are still required by the Supplier for the

fulfilment of its contractual obligations. Goods manufactured on the basis of information originating from HÜBERS and subject to confidentiality may only be used for the contractually stipulated purpose. In particular, these goods must not be delivered to third parties.

- 16.4 The Supplier may only disclose the information and documents listed in Clauses 16.1 and 16.2 to third parties with the prior written consent of HÜBERS. Within its own operations, the Supplier shall limit the disclosure of the information and documents listed in Clauses 16.1 and 16.2 to such employees and to such an extent as is required for the fulfilment of the agreed delivery or service and the respective task of the employee in this context. The Supplier undertakes to impose a written confidentiality obligation to the same extent on all employees, representatives, and vicarious agents to whom it passes on the information and documents listed in Clauses 16.1 and 16.2. The confidentiality obligation shall not apply insofar as the content of the information and documents listed in Clauses 16.1 and 16.2 are facts that are public knowledge or later become public knowledge – without this being due to a violation of its obligations by the Supplier.

17. Export Control and Customs

- 17.1 When carrying out the legal transaction, the Supplier undertakes to observe and comply with all applicable export controls and customs regulations. This shall also apply, and in particular, in the event that the Supplier in turn procures the goods to be delivered to HÜBERS from suppliers or uses parts or raw materials for the manufacture of the goods which it procures from such suppliers.
- 17.2 Prior to the legally effective conclusion of the contract, the Supplier is obligated to inform HÜBERS about any applicable import or export restrictions with regard to the goods to be delivered by it, in particular licensing obligations or import or export prohibitions, in accordance with German, European or US export control and customs regulations, as well as the export control and customs regulations of the country of origin of its goods. To this end, the Supplier shall provide at least the following information (where relevant):
- the list item in accordance with annex AL to the German Foreign Trade and Payments Ordinance (Anlage AL zur deutschen Außenwirtschaftsverordnung);
 - the list item in accordance with the annexes to the EU Dual-Use Regulation;
 - comparable list items of relevant export control regulations, in particular in accordance with existing embargo measures;
 - for U.S. goods, the ECCN (Export Control Classification Number);
 - the origin of its goods and the components of its goods in a trade policy context, including technology and software;

- information as to whether the goods were or are transported through the United States, manufactured or stored in the United States or manufactured using U.S. technology;
- the harmonised commodity code (HS code) of its goods; and
- a contact person at its company to clarify any queries from HÜBERS.

At HÜBERS's request, the Supplier shall be obligated to provide HÜBERS with all further foreign trade data relating to its goods and their components in writing and to inform HÜBERS without undue delay (also prior to delivery of the corresponding goods affected) in writing of any changes to the above data.

- 17.3 If the Supplier violates one of the provisions mentioned in Clauses 17.1 and 17.2 and HÜBERS is therefore not able to resell the ordered or already delivered (and possibly processed) goods, HÜBERS shall be entitled to withdraw from the contract. In addition, the Supplier undertakes to reimburse HÜBERS for the damage incurred by the impossibility of selling the goods.
- 17.4 If the Supplier breaches any of the provisions mentioned in Clauses 17.1 and 17.2 and HÜBERS is held liable by a third party as a result, HÜBERS shall also be entitled to withdraw from the contract. The Supplier is also obligated to indemnify HÜBERS against all claims asserted against HÜBERS by third parties on the basis of its own breach and to compensate HÜBERS for any damage arising from such a claim.
- 17.5 If the sale of the ordered or already delivered (and possibly further processed) goods becomes impossible for HÜBERS as a result of a restriction on foreign trade coming into force after the conclusion of contract (e.g. due to an embargo or an intensification of an embargo), HÜBERS shall be entitled to declare its withdrawal from the contract.

18. Force majeure

- 18.1 If the Supplier is unable to fulfil its obligations under the contract due to a force majeure event, fulfilment of this obligation shall be suspended for the duration of the force majeure event if the Supplier is not already in default at this time. A force majeure event is an unforeseeable external event beyond the Supplier's control, such as natural disasters, acts of war or pandemics.
- 18.2 The Supplier may only invoke an event of force majeure within the scope of this Clause 18 if it informs HÜBERS immediately and in writing of the event of force majeure and the probable effects and duration thereof. If the force majeure event lasts for more than 30 days or if HÜBERS cannot reasonably be expected to maintain the contract as a result of the delay, HÜBERS shall be entitled to withdraw from the contract with regard to the part that has not

yet been fulfilled. In the case of partial performance, HÜBERS shall be entitled to withdraw from the contract as a whole if HÜBERS has no interest in partial performance.

19. Compliance; Code of Conduct

- 19.1 The Supplier hereby confirms that it complies with all relevant laws of the applicable legal systems in connection with the delivery of the goods to HÜBERS.
- 19.2 The Supplier hereby confirms that it complies with the provisions of the “Carbon Border Adjustment Mechanism” – insofar as relevant for a delivery to HÜBERS – and that it will provide HÜBERS with all documents and information required in this respect upon HÜBERS’ request so that HÜBERS can fulfil any obligations resulting therefrom.
- 19.3 The Supplier recognises the HÜBERS Code of Conduct and undertakes to comply with it. The Code of Conduct is available on the Internet at www.huebers.de. The Supplier shall also observe the principles of the UN Global Compact Initiative referred to in HÜBERS’s Code of Conduct. These principles mainly deal with the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption. Detailed information on the UN Global Compact Initiative can be found at www.unglobalcompact.org.

20. Sustainability and Supply Chain Due Diligence Act

- 20.1 HÜBERS is guided by the principle of sustainable development and observes internationally recognised, fundamental standards for occupational safety, health and environmental protection, labour and human rights and responsible corporate governance (hereinafter “**ESG standards**”), including, in particular, compliance with the German Supply Chain Act (Lieferkettensorgfaltspflichtengesetz).
- 20.2 HÜBERS assumes that, where applicable under current or future statutory law, but in any case on the basis of the corresponding contractual requirements of its customers, it has to comply with the obligations under the German Supply Chain Act and with possible future legislation enacted in Germany and/or the European Union on human rights or the environmental obligations of companies in the supply chain, and must also provide documentation of its compliance.
- 20.3 The Supplier shall therefore ensure that it observes the human rights and environmental duties of care set out in the above-mentioned regulations, both in its own company and with regard to its upstream suppliers, vicarious agents and subcontractors, in the same manner as if the above-mentioned regulations were directly applicable to it. In particular, regarding

the human rights and environmental issues protected by the above-mentioned regulations, the Supplier shall

- establish adequate risk management,
- regularly perform adequate risk analysis,
- take appropriate preventive measures in the event that risks are identified and review their effectiveness on a regular and case-by-case basis,
- in the event of violations of human rights or environmental obligations that have already occurred or are imminent, take appropriate remedial action to prevent, end or at least minimise the violation,
- establish an adequate in-house grievance procedure for all issues related to human rights or environmental risks and regularly review its effectiveness and
- continuously document the fulfilment of these obligations.

20.4 The Supplier undertakes to carefully select the upstream suppliers, vicarious agents and subcontractors which it uses in connection with the services for HÜBERS with regard to compliance with the regulations mentioned in the above provisions. The Supplier shall make all reasonable efforts, to the best of its ability, to ensure compliance by its upstream suppliers, vicarious agents, and subcontractors with the obligations of the Supplier contained herein.

20.5 The Supplier is obligated to inform HÜBERS without undue delay of any violations of the above regulations of which it becomes aware in its own company, as well as in the companies of its upstream suppliers, vicarious agents, and subcontractors, and of any justified suspicions of such violations within its supply chain, and to cooperate to the best of its ability in clarifying the violations or justified suspicions.

20.6 In the event of serious violations of the above-mentioned regulations on the part of the Supplier, as well as on the part of its upstream suppliers, vicarious agents, or subcontractors, HÜBERS shall be entitled to terminate the contract without notice after the unsuccessful expiry of a reasonable grace period to remedy the violation.

20.7 Upon request by HÜBERS, the Supplier shall document compliance with the above-mentioned regulations. In the event of justified suspicion of a violation of the above-mentioned

regulations, HÜBERS is entitled to carry out inspections or an audit of the Supplier, either itself or by an independent third party bound to professional secrecy.

- 20.8 The Supplier shall indemnify HÜBERS from any claims, fines and damages HÜBERS incurs due to the Supplier's culpable violations of the above-mentioned regulations.

21. Final Provisions

- 21.1 These General Terms and Conditions and the entire legal relationship between the Supplier and HÜBERS shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- 21.2 If the Supplier is a merchant within the scope of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the place of business of HÜBERS shall be the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from or in connection with this contractual relationship. The same applies if the Supplier is an entrepreneur within the context of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch). However, HÜBERS shall also be entitled to sue the Supplier at the Supplier's place of jurisdiction or at any other admissible place of jurisdiction.
- 21.3 The place of performance for all services rendered by the Supplier and HÜBERS shall be the registered office of HÜBERS.
- 21.4 Should a provision in these General Terms and Conditions or a provision within the scope of other agreements between the Supplier and HÜBERS be or become invalid or unenforceable for other reasons, the validity of the remaining provisions or agreements shall not be affected. The Parties are obligated to replace the invalid or unenforceable provision with a provision that comes closest to what the contracting parties intended in the economic sense when the contract was concluded. This also applies in the event of a contractual gap.