General Terms and Conditions of Purchase of Test-Fuchs, Ing. Fritz Fuchs GmbH

1. Scope

1.1. These General Terms and Conditions of Purchase apply to all orders (deliveries and services) from Test-Fuchs, Ing. Fritz Fuchs GmbH.

1.2. For our orders and delivery and service completion of suppliers, only the following conditions of purchase are valid. Deviating purchase conditions from the supplier are explicitly contradicted. The positive confirmation of delivery and service or payment does not automatically signify agreeing with the sale conditions of the supplier. In case of some contradictions between the order text or the text of the documents listed in the order and the following purchase conditions, the order text and the text of the documents listed in the order are preferential.

2. Award of contract

2.1. These Terms and Conditions of Purchase shall become an integral component of the contract upon acceptance of an order. Only written orders are valid. Changes, amendments or collateral agreements made before, during or after contract execution require the written confirmation by Test-Fuchs, Ing. Fritz Fuchs GmbH.

3. Order confirmation, general terms and conditions of the contractor

3.1. Test-Fuchs, Ing. Fritz Fuchs GmbH shall receive prompt confirmation of order acceptance. Test-Fuchs, Ing. Fritz Fuchs GmbH reserves the right to cancel, without compensation, an order already placed unless Test-Fuchs, Ing. Fritz Fuchs GmbH has received a proper order confirmation within a reasonable period, but within 7 business days the latest.

3.2. The Contractor's General Terms and Conditions shall not apply unless accepted by Test-Fuchs, Ing. Fritz Fuchs GmbH in writing.

4. Delivery, default

4.1. The deadlines specified in the order are binding and shall be adhered to without fail. The Contractor shall notify Test-Fuchs, Ing. Fritz Fuchs GmbH promptly if there are signs of a potential delay or of the agreed deadlines not being met, stating the reasons and expected duration of the delay.

4.2. Regardless of culpability on the part of the Contractor and proof of actual damage, Test-Fuchs, Ing. Fritz Fuchs GmbH is within its rights to charge a penalty in the amount of 0.5% of the overall order value for each calendar day, or part thereof, the delivery or service was delayed, up to a maximum of 10% of the entire order value. Test-Fuchs, Ing. Fritz Fuchs GmbH reserves the right to claim damages exceeding the penalty. In the event delivery is delayed, Test-Fuchs, Ing. Fritz Fuchs GmbH is entitled to withdraw from the contract after a reasonable grace period has been set.

4.3. For deliveries including installation or assembly and upon the performance of services, the risk is transferred upon acceptance, in case of deliveries without installation or assembly upon receipt by Test-Fuchs, Ing. Fritz Fuchs GmbH at the destination. Deliveries to Test-Fuchs, Ing. Fritz Fuchs GmbH shall be made in accordance with Incoterms® 2010 to DAP Test-Fuchs, Ing. Fritz Fuchs GmbH, Albert-Einstein-Str. 4, D-85435 Erding.

4.4. Partial deliveries or advance deliveries require our written consent. In case of unsolicited premature delivery the term of payment shall commence at the originally agreed date of delivery.

4.5. Each delivery shall be accompanied by a detailed delivery slip. Delivery slips shall include our order number, our item number and designation, the quantity of parts delivered as well as a list of all documents accompanying the delivery. The costs for transport insurance are not reimbursable.

5. Payment

5.1. The payment term of the bill commences upon complete acceptance of the delivery or performance of service by Test-Fuchs, Ing. Fritz Fuchs GmbH and receipt of the proper bill. To the extent the Contractor is obligated to provide documents relating to materials testing, inspections/testing, and quality or other documentation, receipt of these documents is a prerequisite for complete delivery or performance.

5.2. Unless agreed otherwise, Test-Fuchs, Ing. Fritz Fuchs GmbH may choose, at its discretion, payments within 14 days with a 3% discount or net payments within 30 days.

Electronic bills (with digital signature) are to be sent to the following e-mail address only: tfed-buchhaltung@test-fuchs.com

6. Acceptance, notification of defects, liability for defects and product liability

6.1. The transfer of goods (acceptance) as well as the inspection for completeness and any visible defects shall take place within a reasonable period after receipt of the goods.

6.2. The supplier is responsible that the goods are free of material and title defects. Test-Fuchs, Ing. Fritz Fuchs GmbH shall notify the Contractor of any defects detected as quickly as possible, but no later than within 15 business days without the receipt being seen as contractual due to the elapsed period of time.

6.3. The Contractor warrants the use of brand-new materials best suited for the purpose, as well as the proper implementation conforming to drawing, functional construction and flawless assembly. The Contractor shall guarantee its deliveries and services for a period of three years. In case of deliveries and services firmly attached to buildings and/or properties, the warranty period is five years and four weeks. Upon elimination of the defects complained about, the warranty period for the replacement delivery or service item will commence anew. For deliveries the warranty period begins with the installation or assembly and for services upon acceptance; for deliveries without installation or assembly the warranty period begins with the receipt at the "place of use", for hidden defects upon detection. For deliveries to locations where Test-Fuchs, Ing. Fritz Fuchs GmbH carries out job orders outside its plants or shops, using the goods delivered, the warranty period begins upon acceptance of the service to be rendered by Test-Fuchs, Ing. Fritz Fuchs GmbH by its client. The written assertion of the warranty period by Test-Fuchs, Ing. Fritz Fuchs GmbH is adequate for preserving it.

6.4. At the discretion of Test-Fuchs, Ing. Fritz Fuchs GmbH, the Contractor shall at its expense either promptly eliminate any defects appearing within the above warranty periods or redeliver the goods or services free of defects within the period specified. In any case, Test-Fuchs, Ing. Fritz Fuchs GmbH is also within its rights to demand reimbursement of all costs associated with the elimination of the defect, such as dismantling and installation costs. In urgent cases, including, but not limited to warding off imminent dangers or preventing excessive damage, we are within our rights to eliminate the defects detected at the Contractor's expense.

6.5. The contractor shall indemnify and hold Test-Fuchs, Ing. Fritz Fuchs GmbH harmless in case of patent, copyright, brand and design protection disputes and warrant the unrestricted use of the goods delivered.

6.6. For the case that some customer or third party makes demands on Test-Fuchs, Ing. Fritz Fuchs GmbH due to product liability, the supplier is obligated to exempt us from such demands if the damage is caused by a failure of the delivery goods. In these cases, the supplier is responsible for several costs and expenses including the costs for prosecution.

If a safety-relevant failure of the articles for sale causes some product recall or authorities order a recall, the supplier is responsible for several costs and expenses of the recall campaign. The content and the scope of delivery of such a recall will be coordinated by the supplier and us as far as possible and reasonable. On behalf of the supplier, we are particularly authorized for acting if the supplier is not equipped for any recall action performance (e.g. missing service organization) within his business activities. Thus, the legal regulations are valid.

7. Place of fulfilment, applicable law, place of jurisdiction, severability, reservation clause

7.1. The place of fulfilment for deliveries or services is Erding.

7.2. The applicable law is German law only. The applicability of the United Nations Convention on Contracts for International Sale of Goods (CISG) is categorically excluded if this is admissible by law.

7.3. The place of jurisdiction is Erding.

7.4. In case, single provisions are or become invalid, the validity of the remaining provisions remains intact.

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Geschäftsführer: Volker Fuchs, Martin Leutner, Dominic Mühleiß / UID Nr. DE128963050 / Registergericht München Reg.-Nr. HRB 41 165
Bankverbindung: HypoVereinsbank AG / Filiale Erding / IBAN DE63 7002 0270 6340 1713 04 / BIC HYVEDEMMXXX

8. Confidentiality

The Contractor agrees to keep confidential all information about Test-Fuchs, Ing. Fritz Fuchs GmbH disclosed in conjunction with the order or the contents of the order, unless the information is public knowledge or the Contractor has otherwise become lawfully aware of it. The Contractor further agrees to keep confidential all results or partial results developed while filling the order and to use said information solely for filling this order. Should the Contractor engage a third party to fulfil its contractual obligations, it shall obligate the third party contractually to the corresponding confidentiality requirements.

9. Substance declaration, RoHS, hazardous substances

9.1. The Contractor warrants that the deliveries to which it is obligated based on the order are in compliance with RoHS (Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment) and therefore meet the thresholds associated with the RoHS guideline for restricted use of certain hazardous substances in electric and electronic devices (EC Directive 2002/95/EC) at the time of delivery.

9.2. If the Contractor supplies products permitted by law but nevertheless legally subject to substance restrictions and/or substance reporting requirements (e.g. REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals), the Contractor shall declare them no later than upon initial product delivery.

9.3. If the delivery includes goods to be classified as hazardous goods according to international regulations, the Contractor shall notify Test-Fuchs, Ing. Fritz Fuchs GmbH no later than upon order confirmation

9.4. Packaging timber shall meet applicable EC phytosanitary requirements.

10. Ethics and Responsibility

10.1. **Fair Working Conditions and Wages** The Contractor undertakes to ensure exclusively fair and legally compliant working conditions in all business practices. This includes the payment of an appropriate wage that is at least equal to the applicable statutory minimum wage and sufficient to cover the basic needs of the employees, compliance with all applicable labor and social laws, and the assurance that neither forced labor nor any form of exploitation takes place.

10.2. **Prohibition of Child Labor** The Contractor undertakes to strictly exclude any form of child labor throughout the entire supply chain. The employment of children under the age of 15 (or the national minimum employment age, whichever is higher) is strictly prohibited. This prohibition expressly applies to the Contractor’s subcontractors, service providers, and any other business partners.

10.3. **Ethical Business Practices** The Contractor undertakes to adhere to transparent and ethical business practices. Any form of corruption, bribery, fraud, embezzlement, or other unethical conduct will not be tolerated. The Contractor must respect human rights throughout all business activities and ensure that no violations of labor, social, or other human rights occur.

10.4. **Environmental Protection and Sustainability**. The Contractor undertakes to use environmentally friendly and sustainable business practices that minimize negative impacts on the environment. These include the efficient use of resources, the reduction of waste and emissions, the implementation of appropriate measures to protect the environment, and compliance with all applicable environmental laws and standards. The Contractor further undertakes to pursue continuous improvement measures to further reduce its environmental impact in the long term and to promote sustainable development.

The Contractor is responsible to implement appropriate measures and controls to always ensure compliance with these requirements.

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11. Cyber-Security in Supply Chain

11.1. **General Requirements** The Contractor undertakes to take all necessary measures to ensure the integrity, confidentiality, and availability of the information provided or processed. The Contractor must maintain a documented cyber security strategy that aligns with current best practices, including, but not limited to, ISO 27001, NIST, or other comparable recognized standards.

The Contractor is required to implement at least the following security measures: installation and regular update of Antivirus-Software, implementation of ongoing security updates for all systems and applications, the use of Firewalls to monitor and control network traffic, the implementation of IDS- and IPS-systems to detect and prevent attacks, encryption of sensitive data both at rest and in transit, and the use of multi-factor authentication for access to critical systems. The Contractor acknowledges that Test-Fuchs, Ing. Fritz Fuchs GmbH may occasionally receive specific security requirements from its customers that exceed the requirements defined in this contract. Test-Fuchs, Ing. Fritz Fuchs GmbH will inform the Contractor separately and in writing of any such special requirements.

11.2. **Review and Audit** Test-Fuchs, Ing. Fritz Fuchs GmbH reserves the right to check the Cyber-security measures of the Contractor. This is carried out by self-assessment questionnaires, audits or third-party reviews. The Contractor must remedy all identified security vulnerabilities within an agreed timeframe and inform Test-Fuchs, Ing. Fritz Fuchs GmbH about the measures taken.

11.3. The Contractor is obligated to immediately report any security incidents that could affect the services or products provided to Test-Fuchs, Ing. Fritz Fuchs GmbH. In case of a security incident, a coordinated approach to remediation and communication between the involved parties must be ensured. Security incidents that could affect data transmitted by Test-Fuchs, Ing. Fritz Fuchs GmbH must be immediately announced via E-Mail to infosec@test-fuchs.com.

11.4. If the Contractor (AN) engages subcontractors to provide services or products for Test-Fuchs, Ing. Fritz Fuchs GmbH, these subcontractors must comply with the same cyber security requirements as the Contractor. The Contractor remains fully responsible for verifying, ensuring compliance with, and maintaining the effectiveness of the cyber security measures of its subcontractors, and must ensure that these requirements are consistently met.

11.5. In case of non-conformity with the requirements listed in this chapter Test-Fuchs, Ing. Fritz Fuchs GmbH reserves the right to impose a contractual penalty or to terminate the contract with immediate effect.