

## General Terms and Conditions of Purchase

### § 1 General Scope of Application

- The following General Terms and Conditions of Purchase apply to all transactions of INperfektion GmbH.
- The General Terms and Conditions of Purchase apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also: goods), regardless of whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 651 BGB). The General Terms and Conditions of Purchase in their respective versions shall also apply as a framework agreement to future contracts for the sale and/or delivery of movable goods with the same seller, without us having to refer to them again in each individual case. In this case, we will inform the seller immediately of any changes to our General Terms and Conditions of Purchase.
- These General Terms and Conditions of Purchase apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement applies in any case, for example even if we accept the seller's deliveries without reservation in knowledge of the seller's general terms and conditions.
- Individual agreements made with the Seller in individual cases (including ancillary agreements, additions and amendments) shall in any case take precedence over these General Terms and Conditions. A written contract or our written confirmation is decisive for the content of such agreements.
- Legally relevant declarations and notifications that must be submitted by the seller to us after the conclusion of the contract (e.g. selling deadlines, notices of defects, declaration of withdrawal) must be in writing in order to be effective.
- References to the applicability of statutory provisions are only of clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

### § 2 Conclusion

- Our order is considered binding at the earliest with written submission or confirmation. The seller must point out obvious errors (e.g. clerical and calculation errors) and incompleteness of the order, including the order documents, to us for the purpose of correcting or completing the order; otherwise, the contract is deemed not to have been concluded.
- The seller is obliged to confirm our order in writing within a period of one week or, in particular, to execute it unconditionally by sending the goods (acceptance). Late acceptance is considered a new offer and requires acceptance by us.

### § 3 Delivery time and delay in delivery

- The delivery time specified by us in the order is binding. If the delivery time has not been specified in the order and has not been otherwise agreed, it will be two weeks after the conclusion of the contract. The seller is obliged to inform us immediately in writing if he is unlikely to be able to comply with the agreed delivery deadlines, for whatever reason.
- If the seller does not provide his service or does not provide it within the agreed delivery time, or if it is in default, our rights, in particular to withdrawal and damages, are determined by the statutory provisions. The provisions in paragraph 3 shall remain unaffected.
- If the seller is in default, we may demand a contractual penalty of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We are entitled to demand the contractual penalty - in addition to performance - as a minimum amount of damages owed by the Seller in accordance with the statutory provisions; the assertion of further damages remains unaffected. If we accept the delayed performance, we will assert the contractual penalty at the latest with the final payment.

### § 4 Performance, delivery, transfer of risk, default of acceptance

- The seller is not entitled to have the service owed by him performed by third parties (e.g. subcontractors) without our prior written consent. The seller bears the procurement risk for his services, unless otherwise agreed in the individual case (e.g. sale of goods in stock).
- Delivery is free of charge within Germany to the location specified in the order. If the destination is not specified and unless otherwise agreed, delivery must be made to our registered office in 41844 Wegberg. The respective destination is also the place of performance (obligation to deliver).
- The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and number) and our order ID (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. Separately from the delivery note, a corresponding shipping note with the same content must be sent to us.
- The risk of accidental destruction and accidental deterioration of the good passes to us upon delivery at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services also apply accordingly in the event of acceptance. It is equivalent to handover or acceptance if we are in default of acceptance.
- The statutory provisions apply to the occurrence of our default of acceptance. However, the seller must also expressly offer his service (e.g. specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the seller can demand reimbursement of his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns an unjustifiable item to be manufactured by the seller (one-off production), the seller is only entitled to further rights if we undertake to cooperate and are responsible for the failure to cooperate.

### § 5 Prices and payment terms

- The price stated in the order is binding. All prices include statutory sales tax, unless this is stated separately.
- Unless otherwise agreed in the individual case, the price includes all services and ancillary strips of the seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). Packaging material must be taken back by the seller at our request.

- The agreed price is due for payment within 30 calendar days of full delivery and service (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days the seller will grant us a 3% discount on the net amount of the invoice. In the case of bank transfers, the payment is made in time if our transfer order is received by our bank before the expiry of the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.
- We do not owe any interest on maturity. The default interest is 5 percentage points above the base interest rate per year. The statutory provisions shall apply to the occurrence of our default, whereby a written reminder by the seller may be required in any case in deviation from this.
- We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the seller for incomplete or defective services.
- The seller has a right of set-off or retention only on the basis of legally established or undisputed counterclaims.

### § 6 Secrecy and retention of title

- We reserve the right of ownership and copyright to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to us after the contract has been completed. The documents must be kept secret from third parties, even after the termination of the contract. The obligation of secrecy shall not expire until the knowledge contained in the documents provided has become generally known.
- The foregoing provision applies mutatis mutandis to fabrics and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Seller for production. As long as such items are not processed, they are to be kept separately at the expense of the seller and insured against destruction and loss to an appropriate extent.
- Processing, mixing or combining (further processing) of provided items by the seller will be carried out on our behalf. The same applies to further processing of the delivered goods by us, so that we are considered the manufacturer and acquire ownership of the product at the latest with further processing in accordance with the statutory provisions.
- The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. However, if we accept an offer of transfer of ownership by the seller in an individual case that is conditional on the payment of the purchase price, the seller's retention of title expires at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorised to resell the goods with advance assignment of the claim arising therefrom, even before the purchase price has been paid (alternatively, the application of the simple retention of title extended to the reseller). In any case, this excludes all other forms of retention of title, in particular extended, forwarded retention of title and retention of title extended for further processing.

### § 7 Poor delivery

- The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating manual or operating instructions) and in the event of other breaches of duty by the seller, unless otherwise specified below.
- According to the statutory provisions, the seller is liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions that are the subject of the respective contract, in particular by designation or reference in our order, or that have been incorporated into the contract in the same way as the General Terms and Conditions of Purchase, shall be deemed to be agreements on quality. It makes no difference whether the product description comes from us, the seller or the manufacturer.
- In deviation from § 442 para. 1, sentence 2 BGB, we are entitled to claim for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- The statutory provisions (§§ 377, 381 HGB) apply to the commercial inspection and notification obligation, with the following proviso: Our duty to inspect is limited to defects that come to light during our incoming goods inspection under external inspection, including delivery documents, as well as during our quality control in the random sampling procedure (e.g. transport damage, incorrect and underdelivery). If acceptance has been agreed, there is no obligation to inspect. In addition, it depends on the extent to which an investigation is feasible after the proper course of business, taking into account the circumstances of the individual case. Our obligation to report defects discovered later remains unaffected. In all cases, our complaint (notification of defects) is considered to be immediate and timely if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery. This dispatch shall be made by us by telephone or in writing and shall be accepted by the supplier as such.
- The costs incurred by the seller for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the seller, even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified demand for the remedy of defects remains unaffected; in this respect, however, we are only liable if we have recognized or grossly negligently failed to recognize that there was no defect.
- If the seller fails to comply with his obligation to remedy the defect at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance from the seller. If the subsequent performance by the seller fails or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), there is no need to set a deadline. We will inform the seller of such circumstances immediately, if possible in advance.
- In addition, in the event of a material or legal defect, we are entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. Furthermore, we are entitled to compensation for damages or expenses according to the statutory provisions.

### § 8 Supplier recourse

- In addition to the claims for defects, we are entitled - without restriction to our legally determined - to recourse claims within a supply chain (supplier recourse pursuant to §§ 478, 479 BGB). In particular, we are entitled to demand exactly the type of subsequent performance (repair or replacement delivery) from the seller that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.
- Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to § 478 para. 3, 439 para. 2 BGB), we will notify the seller and ask for a written statement with a brief explanation of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, it is the seller's responsibility to prove the opposite.
- Our claims for supplier recourse also apply if the goods have been further processed by us or one of our customers before they are sold to a consumer, e.g. by incorporation into another product.

### § 9 Producer liability

- If the seller is responsible for product damage, he must indemnify us against claims by third parties to the extent that the cause is in his sphere of control and organization and he himself is liable in the external relationship.
- As part of its indemnification obligation, the seller must reimburse expenses in accordance with §§ 683, 670 BGB that result from or in connection with a claim against third parties, including recalls carried out by us. We will inform the seller about the content and scope of recall measures as far as possible and reasonable and give him the opportunity to comment. Further statutory claims remain unaffected.
- The seller must take out and maintain product liability insurance with a lump sum insured of at least EUR 5 million per person in the event of personal injury or property damage.

### § 10 Prescription

- The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise provided below.
- In deviation from Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period begins with acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem by third parties (§ 438 para. 1 no. 1 BGB) remains unaffected. In addition, claims based on defects of title shall not become statute-barred in any case, as long as the third party can still assert the right against us, in particular due to the lack of a statute of limitations.
- The limitation periods of the sales law, including the above extension, apply to the statutory scope for all contractual defect claims. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods of the sales law leads to a longer limitation period in the individual case.

### § 11 Choice of law and jurisdiction

- The law of the Federal Republic of Germany shall apply to these General Terms and Conditions of Purchase and all legal relationships between us and the Seller, to the exclusion of uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods. The prerequisites and effects of the retention of title are subject to the law at the respective location of the item, insofar as the choice of law made in favor of German law is inadmissible or invalid.
- If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is our registered office in 41844 Wegberg. However, we are also entitled to file a lawsuit at the place of performance of the delivery obligations.

INperfektion GmbH  
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