

General Terms and Conditions of Purchase

Winterthur Technology (Germany) GmbH, 40670 Meerbusch, Germany

Version: July 2026

Note: This English version is provided for convenience only. In case of discrepancy, the German version prevails.

Section 1 Scope of Application

- (1) These General Terms and Conditions of Purchase (hereinafter "GTP") of Winterthur Technology (Germany) GmbH, 40670 Meerbusch, Germany (hereinafter "Purchaser"), apply exclusively to all orders, deliveries and services provided to the Purchaser by suppliers (hereinafter "Supplier").
- (2) Any terms and conditions of the Supplier that conflict with or deviate from these GTP shall not apply unless the Purchaser has expressly agreed to them in writing. Silence, acceptance of deliveries or payment shall not constitute such acceptance.
- (3) These GTP shall also apply to all future transactions with the same Supplier without further reference.
- (4) All amendments must be in written form.

Section 2 Orders and Contract Formation

- (1) Orders by the Purchaser are only binding if issued in writing, including electronic form (e.g., email or ERP system). No oral side agreements shall have effect.
- (2) The Supplier shall confirm each order in writing within seven (7) calendar days. If no confirmation is received within this period, the Purchaser is entitled to withdraw the order without any cost liability.
- (3) A contract is only formed upon the Supplier's written order confirmation that does not deviate from the Purchaser's order. Any deviation is only binding if expressly approved in writing by the Purchaser.
- (4) The Purchaser is entitled to amend or cancel orders in whole or in part at any time prior to delivery. In such case, the Supplier shall only be entitled to reimbursement of verifiable, unavoidable costs incurred up to that date; claims for lost profit are excluded.

Section 3 Delivery

- (1) Deliveries shall be DDP (Delivered Duty Paid) to the location specified by the Purchaser, in accordance with INCOTERMS® 2020, unless otherwise agreed in writing. All costs of transport, insurance, customs and other delivery-related charges shall be borne by the Supplier.
- (2) Agreed delivery dates are binding. The Supplier shall notify the Purchaser immediately in writing as soon as it becomes apparent that a delivery date cannot be met, stating the reason, expected duration of the delay and counter-measures.
- (3) In the event of delay, following the expiry of a reasonable grace period, the Purchaser may withdraw from the relevant contract and/or procure substitute goods at the Supplier's expense.
- (4) Partial deliveries require the Purchaser's prior written consent.
- (5) Risk transfers only upon proper delivery at the agreed destination. If the Purchaser is in default of acceptance, risk transfers upon receipt of the notice of readiness for delivery.
- (6) In the event of force majeure beyond either party's control, both parties are released from their performance obligations for the duration of the event. If the event lasts more than three (3) months, either party may terminate the affected contract.

Section 4 Prices, Shipping and Packaging

(1) Agreed prices are fixed prices and include all costs, in particular transport, insurance, customs duties and packaging. Price increases require the Purchaser's prior written consent. Any price reductions occurring before delivery must be passed on to the Purchaser.

(2) Deliveries must comply with the Purchaser's shipping instructions and all applicable environmental and packaging regulations, in particular the German Packaging Act (VerpackG). Non-compliant packaging may be returned at the Supplier's expense.

(3) In the event of delivery delay, the Purchaser is entitled to a contractual penalty of 1% of the total order value per commenced week of delay, up to a maximum of 10% of the total order value. Any contractual penalty paid shall be credited against further damages claims. The right to claim damages exceeding the maximum penalty is expressly reserved.

Section 5 Property, Audit Rights and Confidentiality

(1) All tools, drawings, models, specifications, samples and other materials provided by the Purchaser remain the Purchaser's property and may only be used for fulfilment of the contract. They must be returned promptly on termination or destroyed on the Purchaser's instructions.

(2) The Purchaser is entitled, on reasonable prior notice, to audit the Supplier's facilities, processes and documentation, including quality, compliance and sustainability requirements.

(3) All commercial and technical information made available to the Supplier in the course of the business relationship shall be treated as strictly confidential. This obligation survives termination of the contractual relationship and extends to employees, subcontractors and affiliates.

Section 6 Subcontracting

The Supplier may not subcontract any part of its obligations without the Purchaser's prior written consent. Such consent does not constitute blanket approval for further subcontractors. The Supplier remains fully responsible for the performance of any subcontractor.

Section 7 Invoicing and Payment

(1) Invoices must be auditable and complete; they must state the Purchaser's order number, delivery note number, date of service and VAT separately. Incorrect invoices shall be deemed not received and the payment period shall be extended accordingly.

(2) Unless otherwise agreed in writing, the Purchaser shall pay within sixty (60) days net of receipt of a proper invoice and complete contractual delivery. The 60-day period corresponds to the statutory maximum payment period for B2B transactions under Section 271a BGB.

(3) The Purchaser is entitled to make earlier payments against reasonable cash discounts where agreed.

(4) The Purchaser is entitled to offset counterclaims — including those of affiliated companies — against claims of the Supplier.

(5) In the event of defects or incomplete delivery, the Purchaser is entitled to withhold payments to a reasonable extent until remedy is provided.

Section 8 Warranty

(1) The Supplier warrants that all products and services are free from material and title defects, comply with agreed specifications, are fit for the intended purpose, conform to the state of the art, and comply with all applicable laws and standards.

(2) The warranty period is twenty-four (24) months from delivery or acceptance. The Purchaser must give notice of defects without undue delay after discovery. Obvious defects must be notified within six (6) weeks of delivery; hidden defects within six (6) weeks of discovery.

(3) In the event of defects, the Purchaser may, at its election: require repair; require replacement delivery; reduce the purchase price; withdraw from the contract; or remedy the defect itself or through third parties at the Supplier's expense. Warranty periods recommence on repair or replacement.

(4) The Supplier warrants that the products do not infringe third-party rights and shall fully indemnify the Purchaser against such claims, provided the Supplier is granted control over the legal defence and settlement.

Section 9 Product Liability and Safety

(1) The Supplier shall ensure that all products comply with applicable product safety and product liability laws, including the German Product Liability Act (ProdHaftG), the German Product Safety Act (ProdSG) and applicable EU directives. The Supplier shall provide all required safety data sheets, technical documentation and warnings.

(2) If the Supplier becomes aware of product risks or safety-relevant information relating to its deliveries, it shall immediately notify the Purchaser in writing.

(3) If product recalls, regulatory measures or other damage-prevention measures are attributable to a defect for which the Supplier is responsible, the Supplier shall bear all associated costs and fully indemnify the Purchaser. No limitation of mandatory statutory product liability is accepted.

Section 10 Insurance

The Supplier shall take out and maintain adequate general liability and product liability insurance with a recognised insurer. Evidence of insurance shall be provided to the Purchaser on request. In the absence of a specific agreement, minimum coverage of EUR 5,000,000 per occurrence shall apply.

Section 11 Compliance, Sustainability, Supply Chain Due Diligence and Export Control

(1) The Supplier shall comply with all applicable laws and regulations, including in particular: anti-corruption and anti-bribery laws; competition and antitrust law; labour and social minimum standards including the German Minimum Wage Act (MiLoG); environmental and sustainability regulations; and export control and sanctions regulations (AWG, AWV, EU Dual-Use Regulation, US EAR/OFAC where applicable).

(2) With respect to the German Supply Chain Due Diligence Act (LkSG) and the EU Corporate Sustainability Due Diligence Directive (CSDDD), the Supplier expressly undertakes to: respect internationally recognised human rights and prevent their violation in its own supply chain (in particular to refrain from child and forced labour); take appropriate measures for environmental protection, in particular to avoid unlawful release of harmful substances; provide the Purchaser on request with information on its due diligence measures and risk analyses and supply corresponding documentation; and introduce remedial measures if violations are identified and notify the Purchaser without delay.

(3) The Purchaser is entitled to terminate the contract with immediate effect if the Supplier is in serious or repeated breach of compliance obligations.

Section 12 Data Protection and Cybersecurity

- (1) The Supplier shall comply with all applicable data protection laws, including the GDPR and the German Federal Data Protection Act (BDSG). If the Supplier processes personal data on behalf of the Purchaser, a data processing agreement pursuant to Article 28 GDPR must be concluded.
- (2) The Supplier shall implement appropriate technical and organisational measures (TOMs) pursuant to Article 32 GDPR to protect data against unauthorised access, loss or misuse.
- (3) The Supplier shall notify the Purchaser without undue delay — and in any case within forty-eight (48) hours of becoming aware — of any security incident that could affect the Purchaser's systems or data.

Section 13 Termination

- (1) The Purchaser is entitled to terminate contracts in whole or in part at any time for convenience on thirty (30) days' written notice. In such case, the Supplier shall only be entitled to reimbursement of verifiable, unavoidable costs incurred up to termination; claims for lost profit are excluded.
- (2) The Purchaser is also entitled to terminate contracts with immediate effect for good cause, including: material breach of contractual obligations not remedied within a reasonable grace period; delivery delay of more than four (4) weeks after expiry of a grace period; insolvency or imminent inability to pay; and serious or repeated compliance violations.
- (3) The right to terminate standing obligations in the ordinary course pursuant to Section 620(2) BGB remains unaffected.

Section 14 Miscellaneous

- (1) Should any provision of these GTP be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by an enforceable rule that most closely reflects its economic purpose (Section 306(2) BGB).
- (2) Amendments to and supplements of these GTP and any contracts concluded hereunder require written form; this applies equally to a waiver of this written form requirement.
- (3) The Supplier is not entitled to assign claims arising from the contractual relationship to third parties without the Purchaser's prior written consent.

Section 15 Place of Performance, Governing Law and Jurisdiction

- (1) The place of performance for deliveries is the delivery location specified by the Purchaser; for payments it is the Purchaser's registered office, 40670 Meerbusch, Germany.
- (2) These GTP and all legal relationships arising hereunder shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law.
- (3) The exclusive court of jurisdiction for all disputes arising from or in connection with these GTP and contracts concluded hereunder is the competent court for 40670 Meerbusch — Landgericht Dusseldorf — provided the Supplier is a merchant, a legal entity under public law or a special public-law fund. The Purchaser is entitled to bring claims against the Supplier also at the Supplier's general place of jurisdiction.