

TERMS AND CONDITIONS OF PURCHASE
EDER MASCHINENBAU GMBH

1. General – Scope of application

- (1) The Terms and Conditions of Purchase ('GTC') of EDER Maschinenbau GmbH (hereinafter also: 'EDER') apply to companies, legal entities under public law and special funds under public law (hereinafter 'Supplier').
- (2) These Terms and Conditions of Purchase shall apply exclusively to any delivery/framework contract (hereinafter referred to as 'Contract') and all individual contracts and/or orders within the scope of a Contract (hereinafter referred to as 'Individual Contract') with the Supplier. Any of the Supplier's general terms and conditions that differ from, conflict with or supplement these Terms and Conditions of Purchase shall only become part of the Contract if and to the extent that EDER has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the Supplier refers to its general terms and conditions in the context of the order confirmation and EDER does not expressly object to this; they shall also not become valid if EDER – even if it is aware of the Supplier's general terms and conditions – accepts the deliveries or makes payments without further reservation.
- (3) These terms and conditions of purchase shall also apply to all future orders and contractual relationships between the Supplier and EDER.
- (4) The contracting parties shall confirm any verbal agreements in writing without undue delay. Likewise, all legally relevant declarations and notifications of the Supplier with regard to the Contract shall be made in writing.
- (5) EDER shall be entitled to terminate the Contract without notice if there is good cause to do so. An important reason shall be deemed to exist in particular if, after the conclusion of the Contract, it becomes apparent that delivery claims established under the Contract are at risk and the Supplier - despite being requested to do so - does not credibly assure its ability to perform within a reasonable period of time. Statutory rights of termination and withdrawal shall remain unaffected.

2. Offers - Order

- (1) The Supplier's offers shall be free of charge for EDER and shall be binding on the Supplier. In its offer, the Supplier must adhere exactly to the enquiry from EDER with regard to quantity and quality and must expressly point out any deviations, obvious errors (e.g. typing or calculation errors) and incompleteness of the order (including the order documents) for the

purpose of correction or completion before acceptance; otherwise, the Contract shall be deemed not to have been concluded.

- (2) Orders are only binding for EDER if they are placed in text form. Verbal and telephone agreements, ancillary agreements or amendments require confirmation by EDER in text form to be binding. This also applies to additionally agreed deliveries or services. Failure on the part of EDER to respond to suggestions, demands, etc. from the Supplier shall not in any case be deemed to constitute consent to the Supplier's proposal.
- (3) Every order from EDER that the Supplier wishes to accept must be confirmed by the Supplier. If EDER does not receive the order confirmation within two weeks of the Supplier receiving the order, it shall be deemed a new offer and shall require acceptance by EDER. In the case of informal business initiation, the order from EDER in text form shall be deemed a commercial letter of confirmation.
- (4) An order confirmation that differs from the order placed by EDER will not be accepted, even if EDER has not objected to it.
- (5) If the offer is made on the basis of an enquiry from EDER, the specifications contained in the enquiry may only be deviated from if EDER has been expressly informed of this.
- (6) If the Supplier does not accept an order from EDER within a period of 5 working days after receipt, EDER is entitled to revoke it.
- (7) EDER is entitled to demand changes to the delivery item/delivery date from the Supplier even after the contract has been concluded, provided that this is reasonable for the Supplier, taking into account the mutual interests. In the event of a contract amendment, the effects on both sides, in particular with regard to additional or reduced costs and delivery dates, must be taken into account appropriately.

3. Prices – terms of payment

- (1) The prices stated in the order are binding. Unless otherwise agreed, the prices quoted are fixed prices; costs for all services and ancillary services provided by the Supplier, as well as all additional costs, in particular for packaging, freight and transport to the delivery address or place of use specified by EDER, are included in these prices. All prices include the statutory value added tax, if this is not shown separately. Insofar as EDER has to bear transport costs according to the contractual agreements, the most favourable transport option for EDER is to be chosen for each delivery.
- (2) Invoices can only be processed by EDER if they state the order number indicated in the order in accordance with the specifications in the order; the Supplier is responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for them.

- (3) Unless otherwise agreed in text form, EDER shall pay the purchase price within 14 days, calculated from delivery and receipt of the invoice, with 3% discount, or within 30 days of receipt of the invoice net.
- (4) EDER shall not owe any interest after the due date. The statutory provisions shall apply to default in payment.
- (5) EDER is entitled to the statutory rights of set-off and retention. The Supplier is only entitled to the right of set-off in the case of legally established, undisputed or by EDER recognised pecuniary claims. The Supplier is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship and is due.

4. Delivery time and default in delivery

- (1) The delivery time specified in the order is binding. If no delivery time has been agreed in the order or otherwise, it shall be three weeks from the conclusion of the Contract. The date of receipt of the goods at the point of use specified by EDER or – if acceptance is to take place – the time of successful acceptance shall be decisive for compliance with the delivery date or delivery period. If the Supplier can foresee that the goods cannot be delivered within the delivery period, it shall inform EDER of this immediately and in text form, stating the reasons for this and, if possible, the expected alternative delivery date. If the Supplier culpably breaches this obligation, it shall compensate EDER for the resulting damages. Claims of EDER due to delayed delivery by the Supplier remain unaffected.
- (2) The Supplier is only entitled to make partial deliveries and provide partial services with the written consent of EDER. The acceptance of excess deliveries is at the sole discretion of EDER.
- (3) The acceptance of a delayed delivery or service by EDER does not constitute a waiver of claims or rights.
- (4) If the Supplier is unable to meet the agreed deadline or date due to force majeure (e.g. natural disasters, riots, war, fire, flooding, pandemics, epidemics) or other circumstances that are unforeseeable and beyond the Supplier's control, the delivery time shall be extended by the period of the disruption. The Supplier may only invoke the aforementioned reasons if it informs EDER immediately of the disruption that has occurred and its expected duration. If the disruption is not only of a temporary duration and if acceptance as a result of the delay is unreasonable for EDER, EDER is entitled to withdraw from the Contract with regard to the part not yet fulfilled. In the event of partial performance, EDER is entitled to withdraw from the Contract as a whole if EDER has no interest in partial performance.
- (5) In the event of a delay in delivery, EDER is entitled to the statutory claims. In particular, EDER is entitled, after the fruitless expiry of a reasonable period, to demand compensation instead of performance and/or to withdraw from the Contract.
- (6) In the event of a delay in delivery, EDER shall be entitled – regardless of the claims of the preceding paragraph – to claim liquidated damages of 1% of the net price per completed

calendar week, but not more than 5% of the net price of the total order amount. EDER reserves the right to prove higher damages. If EDER demands compensation for damages caused by delay, the Supplier has the right to prove to EDER that it is either not responsible for the breach of duty or that no damage or less damage has been incurred.

5. Transfer of risk, transfer of ownership

- (1) Unless otherwise agreed in writing, delivery shall be made free of charge to the location specified in the order (debt to be discharged at creditor's domicile). If a destination is not specified, delivery shall be made to the registered office of EDER. The destination or place of business is the place of performance for the delivery and any subsequent performance.
- (2) The risk shall pass to EDER when the Supplier has brought the goods into an EDER warehouse or the goods have otherwise been handed over to EDER at the place of performance.
- (3) The Supplier is obliged to state the exact EDER order number on all shipping documents and delivery notes.
- (4) The Supplier is obliged to always deliver goods that are sent to or delivered to EDER free of packaging defects. In the event of non-compliance with this obligation, EDER reserves the right to claim for damages incurred.
- (5) The transfer of ownership of the goods to EDER must take place unconditionally and without regard to payment of the price. However, if in individual cases EDER accepts an offer of transfer of ownership from the Supplier that is subject to payment of the purchase price, the Supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, EDER shall remain authorised to resell the goods prior to payment of the purchase price, with advance assignment of the resulting claim (alternatively, application of the simple reservation of title and the reservation of title extended to the resale). In any case, all other forms of retention of title are excluded, in particular the extended, forwarded and extended retention of title to the further processing.
- (6) The statutory provisions for the occurrence of default in acceptance shall apply. However, the Supplier shall offer its services to EDER in any case, even if EDER is obliged to cooperate or act. If EDER is in default of acceptance, the Supplier may demand compensation for its additional expenses.

6. Warranty – inspection for defects

- (1) The delivery items are free from material defects if they meet the subjective requirements, the objective requirements and the assembly requirements at the time of the transfer of risk (§ 434 of German Civil Code). In the event of material defects and/or defects of title (including wrong and short deliveries as well as improper assembly or defective instructions), EDER shall be entitled to all claims for defects. However, the following additions in paragraphs 2 to 8 shall apply in favour of EDER

- (2) The Supplier shall be liable for ensuring that the goods have the agreed quality at the time of the transfer of risk. At least the product descriptions that are the subject of the respective contract or have been included in it shall apply to the quality agreement, in particular if EDER has designated the description in the order or referred to it.
- (3) If the goods contain digital elements or other digital content, the Supplier shall provide and update the digital content. This shall apply at least to the extent that this arises from the agreed quality within the meaning of paragraphs 1 and/or 2 or other product descriptions of the manufacturer or Supplier.
- (4) EDER is only obliged to inspect the delivered goods and to give notice of defects after complete delivery and only with regard to such defects that become apparent during the incoming goods inspection under external examination, including the delivery documents (e.g. transport damage, wrong and short delivery) or during the quality control in the sampling procedure - insofar as this is at all feasible in the ordinary course of business. If, in individual cases, there is an obligation to give notice of defects, the complaint shall be deemed to have been made without undue delay if it is sent within 10 calendar days of delivery of the goods in the case of obvious defects or within 10 calendar days of a hidden defect being detected or recognisable during a dutiful inspection.
- (5) The Supplier shall bear the costs necessary for checking the presence of a defect and for subsequent performance. This shall also apply if the examination of the defect shows that there was no defect. The Supplier's possible resulting claim for damages shall remain unaffected, however, with the proviso that EDER shall only be liable if EDER was aware of the non-existence of the defect or was not aware of it due to gross negligence.
- (6) Defects in the goods notified during the warranty period must be remedied by the Supplier, at EDER's option, by redelivering the defective products or by repair, without delay and free of charge, including all ancillary costs. Further legal claims, in particular the right to withdraw from the contract, to a price reduction and/or to compensation for damages, remain unaffected.
- (7) EDER is entitled to rectify the defect itself at the Supplier's expense if the Supplier is in default.
- (8) The limitation period is 36 months from the transfer of risk, unless the mandatory provisions of §§ 478, 445a, 445b of the German Civil Code apply.

7. REACH conformity and information requirements / RoHS EU Directive 2011/65/EU

- (1) The Supplier is obliged to comply with the REACH regulation (Regulation EC No. 1907/2006) regarding the goods delivered to EDER, including packaging. In particular, the Supplier assures that the delivered goods/products and their packaging do not contain any substances from the current candidate list according to Art. 53 para. 1 of the regulation in a quantity of more than 0.1% by mass (SVHC substances). The Supplier is obliged to (pre-)register all substances delivered to EDER itself or to have them (pre-)registered by sub-Suppliers if it is subject to registration obligations under REACH. If the Supplier itself is not subject to registration under the REACH regulation, it shall oblige its sub-Suppliers to comply with their

obligations under REACH. Upon request, the Supplier or its sub-Suppliers shall provide EDER with written proof of registration for the delivered goods.

- (2) The Supplier shall ensure that any goods/products or packaging supplied by it that contain substances covered by REACH are registered in accordance with REACH. It shall be obliged to provide all information and documentation required by the regulation (in particular in accordance with Art. 31 et seq. of the REACH Regulation) within the deadlines specified in REACH – at the latest upon delivery – to EDER or to forward the information from its Supplier to EDER without delay.
- (3) If claims are asserted against EDER by customers, competitors or authorities due to a violation of the REACH regulations that can be traced back to a product of the Supplier, EDER is entitled to demand that the Supplier indemnify it against these claims or demand compensation for the damage caused by the non-existent REACH conformity.
- (4) The above obligations apply accordingly (with the exception of registration obligations) if the Supplier is based in a non-EU country. In particular, the Supplier must provide information if a SVHC substance greater than 0.1% is contained, or if substances covered by REACH can be released during normal and foreseeable use.
- (5) The Supplier must fully comply with the environmental requirements under German and European law, including EU Directive 2011/65/EU 'Restriction of the use of certain hazardous substances in electrical and electronic equipment' (RoHS Directive) and the Electrical and Electronic Equipment Act.
- (6) Electrical and electronic equipment in every device category, as well as components for these, must comply with the substance prohibitions of EU Directive 2011/65/EU and the laws, ordinances, decisions and other provisions issued for its implementation. The Supplier must provide a written declaration of conformity for this. These devices must bear a CE mark and the symbol according to Annex IX of EU Directive 2012/19/EU (WEEE).
- (7) The Supplier warrants that all products meet the requirements of the RoHS Directive. The Supplier shall compensate for all damages and expenses (including costs of legal defence) and for all claims by third parties that are based on a violation of the RoHS Directive or other applicable environmental regulations for which the Supplier is responsible.

8. Liability – exemption

- (1) The Supplier is obliged to exempt EDER on first request from any obligations to pay compensation – including legal costs – that EDER incurs as a result of defective delivery, violation of official safety regulations, insufficient documentation, operating and maintenance instructions or for any other reasons attributable to the Supplier, or that are asserted against EDER by a third party. This applies in particular if a claim is made against EDER by a third party on the basis of strict liability under the German Product Liability Act or corresponding regulations in other countries or under European Union law. In these cases, the Supplier shall assume liability for EDER vis-à-vis the third party if and to the extent that the cause of the damage lies within the Supplier's area of responsibility. The above right of indemnity shall

become time-barred only when the claims asserted against EDER by third parties have also become time-barred.

- (2) Within the scope of its liability for damages within the meaning of paragraph 1, the Supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 of the German Civil Code or in accordance with §§ 830, 840, 426 of the German Civil Code that arise from or in connection with any recall action carried out by EDER, insofar as the cause for this lies within the Supplier's sphere of control and organisation. EDER shall inform the Supplier about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give it the opportunity to comment. Other statutory claims remain unaffected.

9. Producer's liability – insurance

- (1) If the Supplier is responsible for a product defect, it shall indemnify EDER against claims by third parties upon first request, insofar as the cause lies within its sphere of control and organisation and it would be liable itself in relation to third parties.
- (2) If a third party makes a claim against EDER due to a defect or a product fault that requires compensation in the item delivered by the Supplier or any other service provided by the Supplier, the Supplier shall release EDER from all expenses resulting from this or in connection with the claim, including those resulting from or in connection with a recall action lawfully carried out by EDER. In addition, EDER is entitled to demand compensation from the Supplier for the damage incurred, including reasonable legal defence costs. EDER will inform the Supplier – as far as possible and reasonable – about the content and scope of recall measures and give him the opportunity to comment. Further legal claims remain unaffected.
- (3) The Supplier is obliged to take out and maintain product liability and recall cost insurance with an appropriate sum insured per personal injury/property damage and for financial loss during the term of the contractual relationship between the parties. Upon EDER's first request, the Supplier must provide evidence of specific minimum insurance sums and the term.

10. Statute of limitations

The mutual claims of the contracting parties shall become time-barred - unless otherwise agreed with priority in accordance with Section 6, Paragraph 8 and Section 11, Paragraph 4 - in accordance with the statutory provisions. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. Claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against EDER. The limitation periods of the law on sales shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as EDER is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (Sections 195, 199 of the German Civil Code), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

11. Property rights

- (1) The Supplier warrants that no rights of third parties within the Federal Republic of Germany are violated in connection with its delivery.
- (2) If a claim is made against EDER by a third party in this regard, the Supplier is obliged to indemnify EDER against these claims upon first request; EDER is not entitled to make any agreements with the third party, in particular to reach a settlement, without the consent of the Supplier.
- (3) The Supplier's obligation to indemnify refers to all expenses necessarily incurred by EDER as a result of or in connection with the third-party claim.
- (4) The limitation period is 36 months from the transfer of risk.

12. Retention of title – Provision – Tools – Confidentiality

- (1) EDER retains ownership of substances, materials, tools, templates, samples and other objects that EDER provides to the Supplier. The Supplier is obliged to insure the objects belonging to EDER in the sense of sentence 1 at replacement value at its own expense against fire, water and theft. At the same time, the Supplier hereby assigns to EDER all compensation claims arising from this insurance; EDER hereby accepts the assignment.
- (2) Processing or remodelling of the aforementioned objects by the Supplier shall be carried out for EDER.
- (3) If the object provided by EDER is inseparably mixed with other objects not belonging to EDER, EDER shall acquire co-ownership of the new object in the ratio of the value of the reserved object (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is done in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier transfers proportional co-ownership to EDER; the Supplier shall keep the sole ownership or co-ownership for EDER.
- (4) EDER retains ownership of tools; the Supplier is further obliged to use the tools exclusively for the manufacture of the goods ordered by EDER. The Supplier is obliged to carry out any necessary maintenance and inspection work on EDER tools, as well as all servicing and repair work, at its own expense and in good time. The Supplier must notify EDER immediately of any faults; if it culpably fails to do so, claims for damages remain unaffected.
- (5) The Supplier is obliged to keep strictly confidential all illustrations, drawings, calculations and other documents and information received, to which EDER reserves ownership and copyrights. They may only be disclosed to third parties with the express consent of EDER. The confidentiality obligation shall also apply after the execution of this Contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. This shall not affect separate confidentiality agreements and statutory provisions for the protection of secrets.

13. Data protection

The Supplier undertakes to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), when providing the contractual services as the person responsible or the processor. Without prejudice to the further provisions of this Section, 13 is responsible for the lawful handling of personal data that may be provided to it by EDER for the provision of the contractual services.

14. Compliance

- (1) The Supplier assumes responsibility for sustainable economic activity and security in the supply chain. In particular, the Supplier is obliged to ensure that all legal provisions for the protection of human rights, compliance with the relevant labour standards, and the prohibition of discrimination, forced and child labour are observed in the manufacture and delivery of products and in the provision of services. Furthermore, the Supplier is obliged to observe the legal provisions of the Supply Chain Due Diligence Act (LkSG) and other national and European provisions for the protection of the environment and human rights in the supply chain. The same applies to the legal requirements regarding sustainability, CO2 emissions ('carbon footprint') and the conservation of resources. At the request of EDER, the Supplier shall provide information and evidence free of charge. This also applies if the Supplier does not fall within the direct scope of the relevant provisions. Finally, the Supplier undertakes not to tolerate any form of corruption or bribery and not to engage in any way whatsoever in such activities.
- (2) If the Supplier violates the above paragraph (1) above, EDER shall be entitled to terminate the Contract in whole or in part or to withdraw from all orders without incurring any liability.
- (3) The Supplier shall ensure that the obligations applicable under this clause 14 are also observed by its employees, subcontractors, representatives, affiliated companies and all other persons involved in the fulfilment of the Supplier's obligations under the Contract.

15. Applicable law – place of jurisdiction – place of performance

- (1) The law of the Federal Republic of Germany shall apply. International uniform law, in particular the UN Sales Convention, is excluded.
- (2) If the Supplier is an entrepreneur, the place of jurisdiction shall be the registered office of EDER; however, EDER shall also be entitled to sue the Supplier at the court of its place of residence.
- (3) Unless otherwise stated in the order, the place of performance is the registered office of EDER.

16. Incompleteness clause

Should any of the above provisions be void for any reason, the validity of the Contract and all other provisions and liabilities shall remain unaffected.

As of 09/2024