

NORDMEYER Technologies GmbH (NTG)

General Terms and Conditions of Purchase

§ 1 General, scope of application

(1) These General Terms and Conditions of Purchase (GTCP) shall apply to all business relationships with our business partners and suppliers (hereinafter: "Seller"). The GPC shall only apply if the Seller is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

(2) The GPC apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as "Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 651 BGB). The GPC shall also apply in their respective version as a framework agreement for 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 shall inform the Seller immediately of any changes to our GPC.

(3) These GPC shall 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 requirement of consent shall apply in any case, for example even if we accept the Seller's deliveries without reservation in the knowledge of the Seller's General Terms and Conditions.

(4) Individual agreements made with the Seller in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GPC. A written contract or our written confirmation shall be authoritative for the content of such agreements.

(5) Legally relevant declarations and notifications to be made to us by the Seller after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of cancellation) must be made in writing and approved in order to be effective.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GPC.

§ 2 Conclusion of contract

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall notify us of obvious errors (e.g. typing and 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) The Seller is obliged to confirm our order in writing within a period of 3 days or, in particular, to fulfil it without reservation by dispatching the goods (acceptance). Delayed acceptance shall be deemed a new offer and requires acceptance by us.

§ 3 Delivery time and delay in delivery

(1) The delivery time specified by us in the order is binding. The seller is obliged to inform us immediately in writing if he is unlikely to be able to meet the delivery date - for whatever reason.

(2) If the Seller fails to perform or fails to perform within the agreed delivery period or is in default, our rights - in particular to cancellation and damages - shall be determined in accordance with the statutory provisions. The provisions in para. 3 shall remain unaffected.

(3) If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late. We reserve the right to prove that we have incurred higher damages. The seller reserves the right to prove that we have incurred no damage at all or only significantly less damage.

§ 4 Performance, delivery, transfer of risk, default of acceptance, customs regulations

(1) Without our prior written consent, the Seller shall not be authorised to have the performance owed by it rendered by third parties (e.g. subcontractors). The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. sale of goods in stock).

(2) Delivery within Germany shall be "free domicile" to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office in Salzgitter. The respective place of destination shall also be the place of fulfilment (debt to be discharged at creditor's domicile).

Imported goods shall be delivered duty paid. The seller is obliged to provide the declarations and information required under Regulation EC No. 1207/2001 (long-term supplier's declaration) at his own expense, to authorise inspections by the customs authorities and to provide the necessary official confirmations. We refer without exception to the Incoterms 2020, DDP.

(3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.

Furthermore, the seller is obliged to inform us in detail and in writing of any authorisation requirements for re-exports/exports in accordance with German and European export control law and customs regulations of the country of origin of the goods. The seller is obliged to provide, at his own expense, any declarations and information requested, to authorise inspections by the customs authorities and to provide any official confirmations or other documents required for the import customs clearance of goods. The customs tariff number must be indicated on all documents. Any delays caused by missing or inadequate declarations, information or documents from the supplier shall be borne by the seller.

(4) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of fulfilment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(5) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or co-operation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Seller (custom-made item), the Seller shall only be entitled to further rights if we have undertaken to co-operate and are responsible for the failure to co-operate.

§ 5 Prices and terms of payment

(1) The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services 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). The Seller shall take back packaging material at our request.

(3) The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance and certificates) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

(4) We do not owe any interest on arrears. The interest on arrears shall be 5 percentage points above the base interest rate per annum. The statutory provisions shall apply to the occurrence of our default, whereby a written reminder by the Seller shall be required in any case.

(5) We shall be 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 shall be entitled to withhold due payments as long as we are still entitled to claims against the Seller arising from incomplete or defective services.

(6) The Seller shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

§ 6 Confidentiality and retention of title

(1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract or after delivery of the service. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The above provision shall apply accordingly to substances 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. Such items shall - as long as they are not processed - be stored separately at the Seller's expense and insured to an appropriate extent against destruction and loss.

(3) Any processing, mixing or combination (further processing) of items provided by the Seller shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of transfer of ownership from the Seller conditional on payment of the purchase price, the Seller's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

§ 7 Defective delivery

(1) 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 or operating instructions) and in the event of other breaches of duty by the Seller, unless otherwise stipulated below.

(2) In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the seller or the manufacturer.

The Seller also warrants that the delivered goods or the materials or substances used for their manufacture comply with all national and European legal provisions (in particular occupational safety, health, fire and environmental protection as well as building, trade and traffic regulations as well as the Equipment and Product Safety Act and implementing regulations) as well as all relevant technical conditions (in particular VDE, DIN, CE, GS, PTB, TÜV, FTZ, DVGW specifications) and bear the necessary test marks or conformity marks.

(3) Notwithstanding § 442 para. 1 sentence 2 BGB, we shall also be entitled to claims for defects without restriction if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

(4) The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial inspection and complaint obligations, with the following proviso: Our inspection obligation shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents as well as during our quality control in the random sampling procedure (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. In case of doubt, the goods shall be accepted by us "subject to reservation".

Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notification of defects) shall be deemed immediate and timely if it is received by the Seller within a maximum of 5 working days.

(5) If the Seller does not fulfil its obligation to provide subsequent performance - at our discretion by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the Seller. If the subsequent fulfilment by the seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent

disproportionate damage), there is no need to set a deadline; we shall inform the Seller of such circumstances immediately, if possible in advance.

(6) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. We shall also be entitled to compensation for damages and expenses in accordance with the statutory provisions.

§ Section 8 REACH Regulation

The Seller warrants that its deliveries comply with the provisions of Regulation EC No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). The substances contained in the supplier's products are, as far as required by the provisions of the REACH Regulation, pre-registered or registered after expiry of the transitional periods, unless the substance is exempt from registration. The supplier shall provide safety data sheets in accordance with the REACH Regulation and the information required under Article 32 of the REACH Regulation. Upon request, the supplier shall also provide us with the information pursuant to Article 33 of the REACH Regulation. It is agreed that at the beginning of each new financial year, the information obligations under the REACH Regulation shall be updated to the latest version; the supplier shall be responsible for providing this information to the customer itself.

§ 9 Producer liability

(1) If the seller is responsible for product damage, he shall indemnify us against third-party claims to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.

(2) Within the scope of his obligation to indemnify, the Seller shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including product recalls carried out by us. We shall inform the Seller of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The Seller shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage.

§ 10 Statute of limitations

(1) The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding § 438 Para. 1 No. 3 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 shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem for restitution by third parties (§ 438 para. 1 no. 3 BGB) shall apply.

(§ 438 Para. 1 No. 1 BGB) remains unaffected. Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

(3) The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 11 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCP and all legal relationships between us and the Seller, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). The conditions 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 favour of German law is inadmissible or ineffective.

(2) 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 - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Salzgitter. However, we are also entitled to take legal action at the place of fulfilment of the delivery obligation.

Status as of September 2026