

General terms and conditions of purchase

CEDS DURADRIIVE GmbH

Last amended 05/2025

I. Scope of Application

These General Terms and Conditions of Purchase (hereinafter also referred to as: GTCP) shall apply exclusively to all legal relations between the Supplier and CEDS DURADRIIVE GmbH (hereinafter referred to as: "we" or "us") in the area of purchasing. Additional or deviating terms and conditions of the Supplier are hereby expressly excluded and shall apply only if they are confirmed by us in writing. Neither silence on our part nor the acceptance of the performance or its payment shall be deemed as confirmation. Ancillary agreements, amendments or additions to these GTCP are only binding if they have been confirmed by us in writing. These GTCP shall also apply in their respective version to future transactions with the Supplier, without us having to refer to them again in each individual case.

II. Conclusion of Contract and Amendments to Contracts

1.

Each individual contract concerning deliveries or services and any amendments, subsidiary agreements and declarations concerning its termination, as well as all other declarations and notifications, shall require the text form, unless otherwise agreed. All offers made by the Supplier are to be submitted free of charge. A purchase order shall not constitute acceptance of an offer made by the Supplier, unless expressly stated in the purchase order. Any references made to offers or letters by the Supplier in purchase orders shall apply exclusively with regard to the subject referred to and only to the extent that the purchase order is not inconsistent with the subject referred to. If the Supplier fails to accept the purchase order within two weeks of its receipt, we are entitled, but not obliged, to withdraw the purchase order. A delivery by the Supplier based on a purchase order shall be deemed to be acceptance of this purchase order.

2.

Every accepted purchase order or contract for the supply of goods concluded in any other way shall be called a "supply contract" within the meaning of these GTCP.

3.

The Supplier may not transfer obligations arising from the supply contract to third parties without our prior consent in text form.

III. Prices / Payment Terms / Retention of Title

1.

The agreed prices are fixed prices plus any value-added tax that may be applicable. The Supplier shall not be entitled to any further payments, unless agreed upon in the purchase order or in any other way in writing between us and the Supplier. Unless otherwise agreed, payments shall be made within 14 days with a 2% discount or within 30 days without deduction. The time limit shall commence upon the receipt of the contractual performance and of a proper and verifiable invoice stating the order number and/or part number. The time limit shall commence at the earliest, however, on the stipulated delivery date, even if we accept early deliveries.

2.

The Supplier shall not be entitled to assign claims against us to which it is entitled or to have these collected by third parties. The Supplier shall only be entitled to offset against our claims or to assert a right of retention when and insofar as its claims are undisputed or have been established as final and conclusive.

3.

In the event of a delivery that is not free of defects, we shall be entitled to withhold the payment of the respective amount until the delivery has been provided in accordance with the purchase order. In the event of a delivery that is not free of defects, the Supplier shall not be entitled to charge default interest.

4.

Statutory provisions shall apply with regard to the occurrence of a delay on our part, whereby by way of derogation, where applicable, the Supplier shall issue a written warning in any case. A monetary debt shall bear interest at 5 percentage points above the relevant base lending rate.

5.

The title to the delivered goods is transferred to us upon complete payment. Any prolonged or extended retention of title by the Supplier shall be excluded.

IV. Delivery Conditions / Place of Performance

The delivery shall be made in accordance with the conditions specified by us in the relevant purchase order. In the event of no such agreement, the delivery shall be made DDP (Delivery Duty Paid) to the place designated by us as per INCOTERMS® 2020. The delivery note shall contain our order and supplier number. The Supplier shall inform us of any official permits and reporting obligations required for the import and use of the delivery items. The place of performance shall be the place of receipt designated by us.

V. Delay in Delivery

1.

The stipulated delivery dates and deadlines are binding. The Supplier shall inform us in writing without delay of any likely delay of performance, stating the grounds and the expected duration of the delay. If it fails to meet this obligation, then this shall be considered as gross negligence, entitling us to claim damage compensation from the Supplier.

2.

If the Supplier is responsible for the failure to comply with the deadlines in accordance with its contractual obligations, then all costs resulting from this shall be at its expense.

VI. Packaging / Incoming Inspection

1.

Unless specified by us or the joint customer, the Supplier shall ensure that the delivery item is packaged securely as customary in trade.

2.

We shall only conduct an incoming goods inspection with regard to obvious deficiencies and transport damage. We shall notify the Supplier immediately of any

defects that cannot be detected by this incoming goods inspection as soon as they are detected in the ordinary course of business. In this respect, the Supplier waives the objection of delayed notification of defects.

VII. Property provided by us

1.

If we or our customer provide the Supplier with tools, templates, matrices, measuring instruments, devices, moulds, samples and associated software, drawings and other accompanying documentation ("property provided"), these shall remain the property of us or our customer. The Supplier may only use the property provided to manufacture the delivery item or to perform the supply contract; the Supplier may not use it or allow others to use it for any other purpose without our prior written consent. The Supplier shall keep the property provided in good condition at its own expense, and shall replace it when necessary. The Supplier shall insure the property provided at its own expense amounting to the replacement costs in the event of loss. The Supplier hereby assigns all its payment claims against the insurer to us; we accept this assignment.

2.

The Supplier shall treat the property provided carefully and safely, and shall hold us or our Customer harmless against any claims, liability, expenses and damages arising from or associated with the installation, use, storage or repair of the property provided. We or our customer shall be entitled to enter the Supplier's premises during usual business hours and to check the property provided and any corresponding records. We shall notify the Supplier about the inspection in text form 24 hours beforehand.

3.

The Supplier agrees that we are entitled to remove the property provided at any time and without reason and payment or to request its surrender. If we make such a request, the Supplier shall return the property provided without delay and shall prepare it for dispatch or shall deliver it to us or our customer. Any possible right of retention by the Supplier shall be excluded, irrespective of the legal grounds. We shall reimburse appropriate delivery costs to the Supplier.

4.

If the Supplier processes the property provided or combines or mixes it with objects not owned by us, then we shall acquire joint ownership of the new product proportional to the value of the property provided to the value of the new product as a whole.

VIII. Intellectual Property / Property Rights / Transfer and Granting of Rights

1.

We shall retain ownership and all other rights, such as copyright, to the information provided to the Supplier by us. The Supplier shall carefully store all documentation and objects that it has been provided with, as well as duplications, at its expense, and shall return or destroy these at any time at our request. The Supplier shall have no right of retention, irrespective of the grounds.

2.

The Supplier shall be liable for all claims arising from the violation of property rights or applications for property rights following the contractual use of the delivery item. The Supplier shall indemnify us and our customers from all claims that may arise from the use of such property rights or applications for property rights. The Supplier grants us a non-exclusive, royalty-free, permanent and worldwide right of use to the Supplier's own rights for meeting the obligations assumed in the supply contract for any use of these rights.

IX. Confidentiality

1.

The Supplier shall keep secret all commercial and technical details that are not in the public domain that are surrendered to it by us, in particular drawings, models, templates, samples, data carriers, and so on, and shall not surrender them or make them otherwise available to third parties (including subcontractors) without our written consent. Such information may only be duplicated within the framework of operational requirements and copyright provisions. Subcontractors shall be placed under a similar obligation.

2.

These obligations of the Supplier do not apply to information which was already known to it in a justified manner without an obligation to maintain confidentiality upon receipt or which subsequently becomes known to it in a justified manner without an obligation to maintain confidentiality, which is already publicly known or becomes publicly known in a justified manner or for which the Supplier has been granted permission in writing by us to use it for other purposes.

3.

In the event of a breach of the obligations in accordance with the aforementioned provisions, each case of infringement shall incur a contractual penalty amounting to EUR 25,000.00 by the Supplier. However, the Supplier retains the right to have the appropriateness of the amount of the contractual penalty established by court. Any further damage claims to which we are entitled shall be offset against contractual penalties paid.

X. Warranty / Liability and Compensation for Damages / Recourse Against the Supplier

1.

The Supplier shall guarantee that the subject of the contract is free of defects and supplied in conformity with our requirements. If the delivery item is deficient, then the Supplier shall be liable towards us in accordance with statutory provisions, unless otherwise provided for in the provisions below. In urgent cases, we shall be entitled to rework items ourselves or to have it performed by third parties without any previous attempt to provide rectification having been made by the Supplier. The Supplier shall bear any costs incurred by such reworking. An urgent case exists in particular when our operating safety is endangered, when there is a risk of unusually high damage being incurred or when we are unable to wait for a rework by the Supplier in order for us to be able to maintain supply availability.

2.

If the Supplier uses third parties in the provision of services, it shall be liable for these in the same way that it is for its own vicarious agents (*Erfüllungsgehilfen*).

3.

In the case of goods with digital elements, the Supplier shall be responsible for updating the digital content in any case to the extent that this results from our requirements or a product description of the manufacturer or on its behalf, or if it is necessary for maintaining the conformity of the goods with the contract for the period of the standard useful life.

4.

The Supplier shall be liable for deficiencies that occur within 36 months of receipt of delivery, unless a longer warranty period is provided for by law. Insofar as acceptance of performance (*Abnahme*) has been agreed upon, the time limit shall commence upon acceptance. The 36-month warranty period shall also apply accordingly for claims arising from defects of title or the violation of third-party rights; in addition, claims arising from defects of title or the violation of third-party rights shall not become statute-barred in any case, as long as the third party that invokes the right can still make a claim against us.

5.

In the event of supplementary performance, the aforementioned time limits shall be extended by the time during which the delivery item cannot be used in conformity with the contract. Claims due to deficiencies shall become statute-barred at the earliest two months after the claims of our customers have been fulfilled by us.

6.

The Supplier shall indemnify us from claims of third parties due to product liability when and insofar as the damage was caused by a defect in the delivery item supplied by the Supplier. The right of indemnity shall apply only to the extent at which the Supplier himself would be directly liable.

7.

The Supplier assigns to us any possible reimbursement claims arising from warranty claims it has against an insurer; we accept the assignment; the Supplier shall immediately present up-to-date insurance certificates to us at our request.

8.

In addition to claims for defects, we are fully entitled to statutory claims for expenses and rights of recourse within a supply chain (recourse against the supplier in accordance with Section 445a of the German Civil Code (BGB)). The above shall also apply if the deficient goods have been merged with another product or further processed in any other way by us or by our customer, e.g. by means of incorporation, attachment or installation. By way of derogation from Subsection 4 above, claims of recourse against the supplier shall not under any circumstances become statute-barred, as long as our customer can assert claims of recourse against the supplier against us because the statute of limitations has not expired.

XI. Quality and Documentation

1.

The Supplier shall comply with the recognised rules of technology, safety regulations and the agreed technical specifications (e.g. customer requirements that have been communicated, IMDS requirements or REACH) with regard to its deliveries. Any changes to the delivery item shall require our prior written consent.

2.

Irrespective of this, the Supplier shall constantly monitor the quality of delivery items. The Supplier is obliged to use the documents stipulated by our quality assurance department for documentation and to comply with the specifications as amended from time to time. The Supplier guarantees that the goods it supplies are in conformity with statutory and/or official requirements.

XII. Origin of Goods and Preference / Export Control

1.

The Supplier undertakes to issue all commercial and other documents that are necessary in accordance with the applicable legal requirements for their import to Germany, and to enclose them with the delivery.

2.

A valid supplier's declaration in accordance with Implementing Regulation (EU) 2015/2447 must be submitted to us with each initial delivery. A reference to the delivery shall be established by stating the article number on the supplier's declaration.

3.

If the period of validity expires and the business relationship continues, a new long-term supplier's declaration shall be submitted to us without request and free of charge.

4.

If it is not possible to issue a supplier's declaration with preferential origin status, a declaration of origin shall be enclosed with the delivery.

5.

The Supplier shall be responsible for the accuracy and completeness of the supplier's declaration. The Supplier shall assume full liability for incorrectly issued supplier's declarations and any resulting claims asserted by our customers. We shall check in a random manner the accuracy of a supplier's declaration using information certificate INF 4 issued by the customs authorities. It is not permitted to make a fundamental change to the purchased goods in terms of the quality, the customs tariff number, the country of origin and preferential status.

6.

The Supplier is obliged to inform us immediately in writing if the delivery item is subject, in whole or in part, to licensing obligations or restrictions for (re-)exports in accordance with the applicable export control regulations as well as the export control regulations of the country of origin of the delivery item or a part thereof. The Supplier is obliged to provide us with all information and documents required in this respect and to inform us of any changes due to technical or legal changes or official findings.

XIII. Force Majeure

In the event of force majeure, e.g. natural disasters, unrest, official measures or other unforeseeable and unavoidable events, we and the Supplier shall be exempt from the mutual obligations to perform for the duration of the disturbance and the extent of its impact. The party affected shall inform the other contractual partner in detail without delay and shall take all reasonable measures to limit the effects of such events.

XIV. Termination of the Contract

1.

In the event of a longer-term supply commitment, the suspension of payment or the opening of insolvency proceedings, the rejection of the opening of such proceedings for lack of assets or the institution of comparable proceedings as well as the submission of a declaration in lieu of an oath against the assets of a contractual partner shall entitle the other contractual partner to withdraw from the supply contract with regard to the part that has not yet been performed. If we withdraw from the supply contract or a part thereof for one of the aforementioned reasons or for any other reason for which the Supplier is responsible, then only the finished delivery items supplied by the

time of the notice of withdrawal in compliance with the provisions of the supply contract shall be paid for by us. Other acceptable grounds for withdrawing from the supply contract or a part thereof are the assumption that the Supplier will fail to meet its obligations concerning supplementary performance within an appropriate time limit set by us. We shall be entitled to make claims against the Supplier for damage compensation beyond this.

2.

In the event that the Supplier withdraws from the supply contract or a part thereof, it shall inform us in writing in such good time that we are able to have the delivery items manufactured by another supplier without any problems and in accordance with the requirements. The Supplier is obliged to fulfil the supply contract until the new supplier is able to supply the subject of the contract in accordance with the specifications and supply contract. The Supplier is obliged to support us in the search for a suitable alternative supplier and to secure deliveries by subcontractors and suppliers of raw materials for the subject of the contract.

XV. Anti-Corruption Law / Protection of the Environment / Respect for Human Rights

1.

The Supplier assures that it will not commit any acts or omissions, irrespective of the form of participation, that could lead to regulatory or criminal proceedings, in particular due to corruption, by the Supplier, by persons employed by the Supplier or by third parties commissioned by the Supplier. The Supplier is responsible for taking suitable measures to avoid infringements. For this purpose, the Supplier shall in particular place persons it employs and third parties it commissions under similar obligations.

2.

The Supplier undertakes to take appropriate measures to ensure that the legal provisions and internationally recognised standards for the protection of the environment and respect for human rights, in particular prohibitions of child and forced labour and discrimination, regulations on minimum wages as well as safety and fundamental rights of workers are complied with throughout the supply chain of the subject of the contract. In particular, it undertakes not to commit any acts or omissions itself which may lead to a breach of statutory provisions and internationally recognised standards for the protection of the environment and respect for human rights. The Supplier shall enforce compliance with the statutory provisions and internationally recognised standards for the protection of the environment and respect for human rights in its supply chain, i.e. by its upstream suppliers, by means of suitable contractual regulations.

We are entitled to monitor compliance with the above obligations ourselves or to have them monitored by an independent third party commissioned by us.

3.

The Supplier undertakes to provide information on the aforementioned measures at our written request, in particular about their content and implementation. In addition, the Supplier shall immediately inform us of the initiation of official preliminary investigations due to a breach. In addition, if there are indications of a breach by the Supplier, we shall be entitled to request written information about the breach and the measures taken.

4.

In the event of a breach, we shall further be entitled,

a) to demand remedial action from the Supplier without delay; the Supplier shall draw up and implement a concept for ending or minimising the breach, which shall include a specific timetable;

b) to suspend the business relationship for the duration of the remedial measures, releasing us from our performance obligations;

c) to demand reimbursement of all damages incurred by us as a result of the breach.

5.

We are entitled to terminate the supply contract for good cause if the schedule or a deadline set by us to end or minimise the breach has expired unsuccessfully and we cannot reasonably be expected to continue the business relationship due to the seriousness of the breach.

XVI. General Provisions

1.

If the Supplier is a merchant, a legal entity under public law or a special fund under public law, then the jurisdictional venue shall be our relevant place of business. However, we are also entitled to sue the Supplier at another competent court.

2.

German law applies to the contractual relationship, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention/CISG).

3.

If a provision is or becomes invalid, then the validity of the remaining provisions shall not be affected.