

General Terms and Conditions of Purchase

of

HENGSTLER Zylinder GmbH

As of: March 2026

1. General Provisions – Scope of Application

- (1) These Terms and Conditions of Purchase apply to business transactions with entrepreneurs, legal entities under public law, and special funds under public law (hereinafter “Supplier”). These Terms and Conditions of Purchase apply to deliveries of production materials and spare parts as well as to non-production-related deliveries. They also apply to services provided by the Supplier, e.g., in the form of contracts for work and services, service contracts, or agency agreements. Unless otherwise specified, any subsequent reference to “deliveries” shall also include such services. The same applies to terms referring to deliveries, such as “supply contracts” and “delivery time.”
- (2) These Terms and Conditions of Purchase apply to orders placed by HENGSTLER Zylinder GmbH, Schätzlestraße 2-8, 77756 Hausach (hereinafter “HENGSTLER”)
- (3) These Terms and Conditions of Purchase apply exclusively; any terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase shall not be recognized, unless HENGSTLER has expressly agreed to their validity in writing. These Terms and Conditions of Purchase shall also apply if HENGSTLER accepts the supplier’s delivery without reservation while being aware of terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase.
- (4) These Terms and Conditions of Purchase shall also apply to all future deliveries and services provided by the Supplier to HENGSTLER until new Terms and Conditions of Purchase come into effect.
- (5) All agreements made between HENGSTLER and the supplier for the purpose of executing the contract, including all amendments, must be set forth in writing in the contract. The written form requirement is satisfied if this is done by means of machine-generated and unsigned documents or by remote data transmission. The same applies to compliance with the electronic form.
- (6) The Supplier may not assign claims against HENGSTLER.
- (7) This contract is governed by German law, excluding the conflict-of-laws provisions of private international law. Furthermore, all other international and supranational legal systems are excluded. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The language of negotiation is German.
- (8) The place of performance for the Supplier’s obligations as well as HENGSTLER’s obligations is HENGSTLER’s registered office, unless otherwise agreed. For all present and future claims arising from the respective business relationship, including claims based on bills of exchange and checks, the exclusive place of jurisdiction is HENGSTLER’s registered office, provided the Supplier is a merchant, a legal entity under public law, or a special fund under public law. This venue shall also apply if the supplier has no general venue in Germany, relocates its registered office outside Germany after the conclusion of the contract, or if its registered office or habitual residence is unknown at the time the action is filed. Notwithstanding the foregoing, the parties agree to the exclusive jurisdiction of the Commercial Court of Baden-Württemberg

at the Higher Regional Court of Stuttgart () as the court of first instance, provided that the dispute falls within one of the subject areas under Section 7(2) of the ZuVOJu BW, as amended, and the value in dispute reaches or exceeds the threshold specified in Section 119b(1) of the GVG (currently 500,000.00 euros). If the value in dispute falls below this threshold, the parties agree that the dispute shall be decided by a Commercial Chamber of the Regional Court of Stuttgart (Civil Chamber or Chamber for Commercial Matters), provided that the requirements of Section 7a(2) of the ZuVOJu BW are met. The proceedings shall be conducted in German.

- (9) The Supplier undertakes to comply with the provisions of the European General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG) in the performance of the contract. To the extent that the Supplier processes personal data on behalf of HENGSTLER in the course of providing services, the parties shall, without being requested to do so, conclude a data processing agreement in accordance with the statutory requirements pursuant to Article 28 of the GDPR.

2. Order

- (1) HENGSTLER reserves the right to cancel an order or a delivery call at any time if the supplier does not confirm acceptance of the order or delivery call in writing within seven business days of receipt, expressly confirming prices and delivery times. HENGSTLER is not bound by any deviating prices, dates, or production data unless expressly confirmed by HENGSTLER.
- (2) Supply contracts (orders and acceptances) and delivery calls, as well as any amendments or additions thereto, must be in writing in accordance with Section 1(5). In the event of an oral or telephone declaration, such declarations must be confirmed in writing.
- (3) Deviations in quantity, quality, and delivery dates from the text and content of the order, as well as subsequent contract amendments, shall only be deemed agreed upon once HENGSTLER has expressly confirmed them in writing.
- (4) HENGSTLER may, within reasonable limits for the supplier, demand changes to the design and execution of the delivery item. In doing so, the effects, particularly with regard to additional and reduced costs as well as delivery dates, must be taken into account appropriately.

3. Prices – Terms of Payment

- (1) The price stated in the order is binding unless otherwise agreed in writing at a later date. The clause “Delivered Duty Paid (DDP)” in accordance with Incoterms® 2020 applies to the specified receiving locations as of the date of contract conclusion. Costs deviating from the aforementioned “Delivered Duty Paid (DDP)” clause will only be accepted if agreed upon in writing. The return of packaging requires a separate agreement.
- (2) If no prices have been agreed upon, the most recently agreed-upon prices or the supplier’s current list prices with standard trade discounts shall apply, whichever is lower.

The payment or discount period begins upon complete and contractually compliant receipt of the goods or services and after receipt of a proper and verifiable invoice. All payments are subject to invoice verification. In the event of acceptance of early deliveries, the payment and discount period is based on the agreed delivery date.

- (3) Unless otherwise agreed, payment shall be made within 14 days by bank transfer with a maximum discount of 3% or within 60 days of receipt of a verifiable invoice on a net basis.
- (4) The supplier is obligated to issue invoices as electronic invoices (e-invoices) in a structured electronic format that complies with the European standard EN 16931 (e.g., XRechnung or

ZUGFeRD version 2.0.1 or higher). For domestic B2B transactions, the transmission of invoices in paper form or as a simple PDF file is legally classified as an “other invoice.” HENGSTLER expressly refuses to grant the consent required for the validity of such invoices following the statutory transition periods. Invoices in paper form or as a simple PDF file are not recognized as valid invoices and do not trigger the due date of the payment claim. Invoices are only valid and verifiable if they meet the requirements for an e-invoice and contain all the items listed in Section 5(5) below. As long as such information is missing from the invoices and this causes a delay in our processing within the scope of our normal business transactions, the payment terms shall be extended by the duration of the delay (see Section 3(3)).

- (5) HENGSTLER is entitled to rights of set-off and retention to the extent permitted by law.
- (6) All payments made by HENGSTLER are subject to its rights regarding any defects. They do not constitute an acknowledgment of performance or a waiver of warranty or claims for damages. The same applies to the receipt issued upon acceptance of the goods.
- (7) In the event of a defective delivery or service, HENGSTLER is entitled to withhold payment of the invoice on a pro rata basis up to three times the amount expected to be required for rectifying the defects until the delivery or service has been properly fulfilled. If and to the extent that payments for defective deliveries/services have already been made, HENGSTLER is entitled to withhold other due payments up to the amount of such payments already made.
- (8) The supplier may only set off claims against HENGSTLER’s claims with undisputed or legally established claims.
- (9) HENGSTLER shall not be liable for default interest. The supplier’s claim for payment of default interest remains unaffected by this. The statutory provisions shall apply regarding the occurrence of default. In any case, however, a reminder from the supplier is required. In the event of default, HENGSTLER shall owe default interest at a rate of 9 percentage points above the base rate pursuant to § 247 BGB.

4. Delivery Time

- (1) The delivery date specified in the order is binding. Compliance with the delivery time is determined by the receipt of the goods at HENGSTLER or the place of receipt.
- (2) The supplier is obligated to notify HENGSTLER immediately in writing if circumstances arise or become apparent to the supplier that indicate the agreed delivery time cannot be met. This does not affect HENGSTLER’s rights arising from any delay in delivery. The supplier undertakes to take all necessary measures at its own expense to prevent a delay and to mitigate any consequences of such a delay.
- (3) HENGSTLER is not obligated to accept delivery before the expiration of the delivery period.
- (4) In the event of a delay in delivery, HENGSTLER is entitled to the statutory claims. In particular, HENGSTLER is entitled, after the fruitless expiration of a reasonable grace period, to demand damages in lieu of performance and to withdraw from the contract. If HENGSTLER demands damages, the supplier has the right to prove that it is not responsible for the breach of duty.

In the event of a delay in delivery, HENGSTLER is entitled to claim a contractual penalty of 0.3% of the net order value of the delayed delivery for each full working day of delay, up to a maximum of 5% of the total net order value of the respective contract; the right to claim further damages remains reserved. HENGSTLER is entitled to declare the right to claim the contractual penalty no later than upon payment of the invoice following the delayed delivery.

- (5) Force majeure shall include all unforeseeable events beyond the reasonable control of the affected party, in particular war, acts of terrorism, geopolitical crises (including blockades of sea and trade routes), embargoes, sanctions, government orders, strikes, lawful lockouts, epidemics, pandemics, cyberattacks on IT infrastructure, and natural disasters. Such events entitle HENGSTLER—without prejudice to its other rights—to withdraw from the contract in whole or in part, provided they are not of insignificant duration or result in a significant reduction in its demand. The supplier is obligated, within reasonable limits, to provide the necessary information without delay and to adapt its obligations to the changed circumstances in good faith. All rights in the event of a delay in delivery are reserved.

5. Delivery, Transfer of Risk and Title – Documents

- (1) Unless there is a separate written agreement between HENGSTLER and the supplier, the Incoterm clause “Delivered Duty Paid (DDP)” as defined in Incoterms® 2020 is agreed upon for the specified receiving locations, including the costs of disposing of the packaging.
- (2) Upon handover of the goods, the risk of accidental loss or accidental deterioration passes to HENGSTLER.
- (3) Delivery shall be made at the supplier’s expense, free of charges, to the delivery address specified by HENGSTLER. If HENGSTLER is to bear the freight costs pursuant to a separate agreement, the supplier shall select the mode of transport prescribed by HENGSTLER; otherwise, the supplier shall select the mode of transport and delivery most favorable to HENGSTLER.
- (4) Packaging is included in the price. If, in exceptional cases, something else has been agreed upon, the packaging shall be charged at cost. The supplier must use the packaging specified by HENGSTLER and ensure that the packaging protects the goods from damage. Upon return of reusable packaging, the charged amount must be credited in full.
- (5) Order confirmations, delivery notes, invoices, packing slips, and all correspondence related to the fulfillment of the order in simple form must include:
- Order number and item,
 - Quantity and unit of measure,
 - Item description with item number and HENGSTLER order item,
 - Remaining quantity for partial deliveries.

If the aforementioned information is missing from the documents listed above, HENGSTLER shall not be held responsible for any resulting delays in processing.

- (6) The supplier’s retention of title applies only to the extent that it relates to HENGSTLER’s payment obligation for the respective delivery item for which the supplier reserves title. In particular, extended or prolonged retention of title as well as retention of title in connection with current accounts are not permitted.
- (7) The unconditional acceptance of a delayed delivery or service does not constitute a waiver of HENGSTLER’s claims for compensation arising from the delayed delivery or service.
- (8) With respect to software included in the product scope of delivery, including its documentation, HENGSTLER has, in addition to the right to use it to the extent permitted by law (see Sections 69a et seq. of the German Copyright Act (UrhG)), the right to use it with the agreed performance characteristics and to the extent necessary for the contractual use of the product. HENGSTLER may create a backup copy even without an express agreement.

- (9) The Supplier is not entitled to have the services it is obligated to provide performed by third parties (e.g., subcontractors) without the prior written consent of HENGSTLER. The Supplier bears the procurement risk for its services, unless the service involves a custom-made product.
- (10) HENGSTLER is entitled to refuse acceptance of partial deliveries unless it has consented to them or they are reasonable for HENGSTLER.

6. Inspection for Defects – Liability for Defects

- (1) If the supplier is a merchant and sales law applies, the statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligations to inspect and give notice of defects, subject to the following conditions.

HENGSTLER's obligation to inspect is limited to defects that become apparent during its incoming goods inspection through external examination, including the delivery documents, as well as during its incoming goods inspection by sampling (e.g., transport damage, incorrect or short deliveries). If acceptance has been agreed upon, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is reasonable in the ordinary course of business, taking into account the circumstances of the individual case.

HENGSTLER's obligation to give notice of hidden defects discovered later remains unaffected. In all cases, a notice of defect from HENGSTLER shall be deemed to have been given immediately and in a timely manner if it is received by the supplier within ten business days of the defect's discovery.

- (2) HENGSTLER is entitled to the full statutory claims for defects; in any case, it is entitled to demand from the supplier, at its discretion, either rectification of the defect or delivery of a new item. The right to damages, in particular the right to damages in lieu of performance, is expressly reserved.
- (3) HENGSTLER is entitled to remedy the defects itself at the supplier's expense if there is imminent danger or a particular urgency. In such a case, the supplier must be notified immediately—if possible, in advance.
- (4) Notwithstanding the discretionary statutory provisions, claims for material defects and defects of title shall be subject to a statute of limitations of 36 months from the transfer of risk to HENGSTLER. Mandatory statutory limitation periods, in particular for claims arising from intentional or grossly negligent breach of duty, fraud, or injury to life, limb, or health, remain unaffected by this provision and shall continue to apply without restriction.
- (5) If a material defect becomes apparent within six months of the transfer of risk or commissioning, but no later than 12 months after the transfer of risk to HENGSTLER, it shall be presumed that the defect already existed at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.
- (6) If HENGSTLER takes back products manufactured and/or sold by it as a result of the defectiveness of the contractual item delivered by the supplier, or if HENGSTLER's purchase price was reduced as a result, or if HENGSTLER was otherwise held liable as a result, HENGSTLER reserves the right of recourse against the supplier, whereby no notice period otherwise required is necessary for HENGSTLER's rights arising from defects.
- (7) In the event of subsequent performance, the supplier shall also bear the costs of removing the defective goods and installing the replacement delivery, regardless of whether the supplier is at fault. The same applies in the case of paragraph 3.

7. Product Liability – Indemnification – Liability Insurance Coverage

- (1) To the extent that the Supplier is responsible for product damage, the Supplier is obligated to indemnify HENGSTLER against third-party claims for damages to the extent that the cause lies within the Supplier's sphere of control and organization and the Supplier is itself liable in its external relations.
- (2) Within the scope of its liability for damage claims within the meaning of paragraph 1, the supplier is also obligated to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) as well as Sections 830, 840, 426 of the German Civil Code (BGB) that arise from or in connection with a recall campaign conducted by HENGSTLER or that arise from or in connection with any other measure taken by HENGSTLER to prevent damage, in particular in the form of warning notices. HENGSTLER shall inform the supplier—to the extent possible and reasonable—of the content and scope of the recall measures and/or other measures to prevent damage (in particular warning notices) to be carried out and shall give the supplier the opportunity to comment. Other statutory claims remain unaffected.
- (3) The Supplier undertakes to maintain business liability insurance, including extended product liability insurance, with a coverage limit of €10 million per claim for personal injury, property damage, and financial loss—on a lump-sum basis; if HENGSTLER is entitled to further claims for damages, these remain unaffected. Upon request by HENGSTLER, the supplier is obligated to provide proof of the conclusion and maintenance of the general liability and product liability insurance by submitting appropriate documentation.

8. Intellectual Property Rights

- (1) The Supplier assumes full and independent liability for ensuring that the delivery and use of the ordered items do not infringe upon the intellectual property rights of third parties in Germany or abroad and shall indemnify HENGSTLER against all claims asserted against it arising from an infringement of intellectual property rights. In the event of an infringement of third-party intellectual property rights, HENGSTLER shall be entitled to assert against the supplier, in addition to claims for damages, all statutory and contractual claims arising from material defects and defects of title; this also applies to parts that the supplier has procured from third parties.
- (2) When using third-party intellectual property rights based on license agreements concluded by the Supplier with territorially limited scope, the Supplier must ensure that such use is permitted in all countries where the relevant intellectual property rights exist.
- (3) If the Supplier holds intellectual property rights relating to the use of the products supplied by it and created for a specific purpose, it grants HENGSTLER a royalty-free right of co-use of its intellectual property rights to the extent of the supplied products.
- (4) The Supplier's subcontractors or sub-contractors shall be bound by the same obligations to the same extent in accordance with the preceding paragraphs.
- (5) The supplier's indemnification obligation covers all expenses necessarily incurred by HENGSTLER arising from or in connection with a claim by a third party. The right to indemnification exists regardless of any fault on the part of the supplier.
- (6) The statute of limitations is ten years, calculated from the conclusion of the contract.

9. Provision of Materials – Tools – Confidentiality, Ownership of HENGSTLER's Documents

- (1) If HENGSTLER provides materials, parts, containers, and/or special packaging to the supplier (hereinafter “provided items”), HENGSTLER reserves title thereto. Any processing or transformation by the Supplier shall be carried out on behalf of HENGSTLER. If this reserved-title goods is processed with other items not belonging to HENGSTLER, HENGSTLER shall acquire co-ownership of the new item in the ratio of the value of its goods (purchase price plus sales tax) to the other processed items at the time of processing. The supplier shall store the new item, in which HENGSTLER has sole or co-ownership, with the care of a prudent businessman.

To the extent that separate terms and conditions of purchase for tools and molds have been agreed upon between HENGSTLER and the supplier, these shall take precedence over these terms and conditions of purchase.

- (2) If the item provided by HENGSTLER is inseparably mixed with other items not belonging to it, it shall acquire co-ownership of the new item in proportion to the value of the reserved item (purchase price plus sales tax) relative to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier’s item is to be regarded as the principal item, it is agreed that the supplier shall transfer proportional co-ownership to HENGSTLER in the ratio specified in the preceding sentence; the supplier shall hold the sole ownership or co-ownership in trust for HENGSTLER with the care of a prudent businessman.
- (3) HENGSTLER reserves title to any tools provided; the supplier is obligated to use the tools exclusively for the manufacture of the goods ordered by HENGSTLER. The supplier is obligated to insure the tools belonging to HENGSTLER at replacement value against fire, water, and theft damage at its own expense. At the same time, the supplier hereby assigns to HENGSTLER all claims for compensation arising from this insurance (); HENGSTLER hereby accepts such assignment. The supplier is obligated to perform any necessary maintenance and inspection work on HENGSTLER’s tools, as well as all maintenance and repair work, in a timely manner at its own expense. The supplier must immediately notify HENGSTLER of any malfunctions.
- (4) Models, dies, templates, samples, tools, drawings, trademarks, and other production resources, as well as confidential information provided to the Supplier by HENGSTLER or paid for in full or in part by HENGSTLER, may only be used for deliveries to third parties with the express written consent of HENGSTLER.
- (5) The Supplier is obligated to keep all received illustrations, plans, drawings, calculations, implementation instructions, product descriptions, and other documents and information (hereinafter “Information”) strictly confidential. Furthermore, HENGSTLER reserves all property rights and copyrights thereto. They may only be disclosed to third parties with the express consent of HENGSTLER. This confidentiality obligation shall remain in effect for a period of five years following the termination of the respective contract. The aforementioned information must be returned in full to HENGSTLER upon completion of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the information provided has become generally known.
- (6) If the security interests to which HENGSTLER is entitled pursuant to Paragraph 1 and/or Paragraph 2 exceed the purchase price of all goods subject to retention of title not yet paid for by HENGSTLER by more than 10%, HENGSTLER is obligated, at the supplier’s request, to release the security interests at its own discretion.

10. Quality

- (1) The supplier warrants that its delivery complies with statutory provisions, recognized technical standards, and safety regulations, and that the agreed-upon technical

specifications are met. The supplier further warrants that the deliveries/services comply with occupational safety and accident prevention regulations as well as the law governing technical work equipment. Furthermore, the Supplier warrants compliance with, in particular, EU standards, DIN standards, VDE regulations, and other recognized technical regulations. The Supplier shall perform work of impeccable quality and execute it in a sound and proper manner as agreed; the Supplier guarantees the use of good and flawless raw materials and, accordingly, also guarantees the presence of any warranted characteristics.

- (2) The Supplier is obligated, particularly in the case of long-term supply contracts, to ensure that the ordered goods are always state-of-the-art. Any intended technical changes or changes affecting HENGSTLER's production must be submitted to HENGSTLER for approval prior to implementation.
- (3) In the event that a separate quality assurance agreement has been concluded between the supplier and HENGSTLER, such agreement shall take precedence over the foregoing provisions.

11. Spare Parts

- (1) The supplier agrees to fulfill orders for replacement parts for delivered goods for a period of at least 10 years following the last delivery, regardless of whether HENGSTLER has resold the goods in their original form or after processing or modification.
- (2) If the Supplier intends to discontinue the production of spare parts for the products delivered to HENGSTLER, it shall notify HENGSTLER of this immediately after the decision to discontinue production has been made. Subject to the preceding paragraph 1, the decision must be made at least 6 months prior to the discontinuation of production.

12. IT Security and Cyber Resilience (NIS-2 / CRA)

- (1) The Supplier guarantees ongoing compliance with adequate cybersecurity standards within its own corporate organization. This mandatorily includes compliance with the supply chain requirements pursuant to the BSI Act (BSIG) as amended by the national NIS-2 Implementation Act. To this end, the Supplier shall establish verifiable technical and organizational risk management measures to protect network and information systems.
- (2) To the extent that the scope of delivery includes products with digital elements, the supplier must ensure that the applicable European requirements of the Cyber Resilience Act (CRA) are fully met. This includes the implementation of security-by-design principles as well as the obligation to transparently manage vulnerabilities throughout the product lifecycle.
- (3) To ensure rapid threat mitigation and compliance with statutory reporting deadlines, the supplier is contractually obligated to notify HENGSTLER in writing immediately, but no later than 24 hours after becoming aware of them, of actively exploited vulnerabilities or significant IT security incidents, provided that these could jeopardize HENGSTLER's ability to deliver, the contractual security of the products, or the integrity of HENGSTLER's IT systems.

13. ESG, Supply Chain Due Diligence, and Compliance

- (1) The Supplier undertakes to comply with the provisions of the German Supply Chain Due Diligence Act (LkSG) as well as, once applicable, the mandatory legal requirements of the Corporate Sustainability Due Diligence Directive (CSDDD) and its national implementing legislation, and all relevant human rights and environmental standards in the performance of this contract.

- (2) The supplier shall ensure that its own suppliers along the supply chain are also appropriately obligated to comply with these due diligence obligations.
- (3) In the event of serious violations of these obligations, HENGSTLER shall be entitled to an extraordinary right of termination or withdrawal.

14. Export Controls and Sanctions

The supplier guarantees that the delivered goods are not subject to any national or international export restrictions, embargoes, or other sanctions imposed by the EU, the USA, or the Federal Republic of Germany that would prevent their use by HENGSTLER in accordance with the contract.