

General Terms and Conditions of Purchase

1. Scope

Unless otherwise agreed in writing, these General Terms and Conditions of Purchase ("GTCP") shall exclusively apply to this and all future purchase orders or contracts (collectively or alternatively, "Purchases") between [Beckers Group entity legal name] ("Beckers") and the supplier (the "Supplier") for the delivery of any service, good, product or equipment including, where applicable, the associated documents and the installation services of such service, goods, products or equipment (the "Supply"). Beckers shall not be bound by conflicting or additional terms and conditions of the Supplier, even if it has not expressly rejected them and regardless of prior acceptance of goods or services from the Supplier subject to any other terms and conditions.

2. Purchase

2.1. All Purchases must be made in writing. The Supplier shall acknowledge receipt in writing of the Purchase within two (2) business days from the date on which the Purchase was sent. Supplier's response without reservations or commencing performance or delivering the Supply without reservations by the Supplier, shall be deemed acceptance of the GTCP. Any modification of the Purchase must be accepted in writing by Beckers and will be set forth in an amendment to the Purchase, failing which such modifications will be unenforceable against Beckers.

2.2. Upon request, the Supplier shall provide price quotes free of charge. Beckers will pay for cost estimates only in accordance with a written agreement.

2.3. Insofar as any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS®), they shall be interpreted and apply in accordance with INCOTERMS® 2020.

2.4. In all correspondence, the Supplier shall indicate the purchase order number, the date of the Purchase, and the material name and/or material number specified by Beckers.

2.5. The Supplier may provide partial delivery/performance only with prior express approval from Beckers.

2.6. The Supplier is bound by a general duty to inform, advise and warn Beckers. The Supplier must ensure that the Supply ordered by Beckers correspond to the needs and requirements resulting explicitly or implicitly from the services for which they shall be implemented. The Supplier may not in any event claim a lack of information which it could have obtained upon its request.

3. Compliance

3.1. Supplier shall adhere to the Code of Conduct for Beckers Group Suppliers, which is available at <https://www.beckers-group.com/en/sustainability/responsible-partner>. At Beckers's request, the Supplier shall provide Beckers with a signed copy of the same.

3.2. The Supplier shall comply with all applicable laws and regulations, including but not limited to anti-corruption laws, export restrictions, and European Regulation n°1907/2006 ("REACH"), as well as all applicable standards and best practices related to health, safety, working conditions, and the environment. Beckers may perform any checks or audits in these domains.

3.3. The Supplier guarantees that its personnel and the personnel of its subcontractors (if any), involved in the performance of the Purchase, shall be employed and registered in full compliance with the applicable legislation.

3.4. The Supplier shall comply with all applicable data protection laws and regulations. At Beckers's request, the Supplier shall provide Beckers with the relevant statements of compliance and/or Data Processing Agreement.

3.5. Without prejudice to any other rights or remedies available to us, any breach of this section shall be deemed to be a breach of the Purchase agreement or contract that shall entitle Beckers to terminate the Purchase for cause.

4. Transfer of title and of risks

4.1. The transfer of title shall occur on delivery of the Supply, except if all or part of payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Supply can be identified. In the latter case, the Supplier undertakes to identify and to set aside in the name of Beckers the Supply, being deliverable from the performance of the Purchase, as and when manufactured, in such a way that it cannot be confused with the Supplier's own stock or with any other supplies to be delivered to third parties. The Supplier shall ensure that its subcontractors provide similar waiver.

4.2. The Supplier waives any right to rely on any title retention clause not expressly agreed by Beckers. The Supplier shall ensure that its own supplier's chain and its subcontractors do the same.

4.3. Unless otherwise specified in the Purchase, the transfer of risks shall occur in all cases on delivery of the Supply, except in the event of refusal of such Supply as provided in these GTCP.

5. Subcontractors; Assignment

5.1. Supplier may engage subcontractors only with the prior written consent of Beckers. This consent shall only be withheld for objective reasons, including but not limited to the failure to observe safety requirements. The Supplier shall subject subcontractors to the same obligations as those that the Supplier owes to Beckers, and Supplier shall be responsible for ensuring the compliance of all subcontractors.

5.2. Assignments by the Supplier are prohibited; any exceptions will become effective only upon our prior written consent.

6. Product Information

6.1. The Supply to be delivered shall be labelled in accordance with the provisions of the German Hazardous Materials Ordinance and the EC/EU Directives for Hazardous Materials/Preparations. If Supply contains dangerous substances, or requires particular safety precautions to be taken when handling, transporting, storing or using them, the Supplier undertakes to communicate to Beckers, within two (2) business days, all the necessary information concerning the nature of these substances and the precautions to be taken. Prior to shipment, the Supplier must ensure that the appropriate instructions and warnings are visible and clearly indicated on the Supply and/or solidly attached to the Supply, as well as on the packaging in which they are placed. The Supplier shall be liable and shall indemnify Beckers against any consequences which may result from failure to comply with its obligations with regard to dangerous products.

6.2. The Supplier shall, prior to delivery and in a timely manner, provide Beckers with all necessary product information, especially information regarding product composition, shelf life/service life, safety data sheets, processing advice, labelling regulations, assembly instructions, workers' protection measures, etc., including any amendments of the foregoing.

6.3. The Supplier shall ensure that the Supply to be delivered comply with the Conflict Mineral regulations (Regulation 2017/821). The Supplier shall, upon request, provide Beckers with information on the origin of materials and/or combinations of the same.

6.4. Upon request, the Supplier shall provide Beckers with a notification of the non-preferential or preferential origin (Regulation 2015/2447) of the Supply to be delivered within a period of fourteen (14) days. Furthermore, the Supplier shall notify Beckers immediately in writing of any changes to the non-preferential or preferential origin of the Supply.

For Supply that can receive preferential treatment in the importing country or for which proof of origin is required in the importing country owing to different local import regulations, the Supplier shall enclose the relevant proof of origin (e.g., Form A, EUR 1, Declaration of Origin on the Invoice) with the delivery in question.

6.5. Supplier shall immediately notify Beckers of any changes in the composition, source, or quality of goods or materials to be provided or material changes in the method or timing of the services to be performed. If Beckers reasonably determines that these changes render the goods, materials, or services that are the subject of the Purchase no longer suitable for Beckers's intended use, then Beckers shall be entitled to cancel the Purchase without penalty or liability.

6.6. All information, including drawings and other materials that Beckers requires for assembling, operating, servicing, or repairing the goods or services delivered, shall be provided to Beckers by the Supplier in a timely manner, without Beckers having to request for it and without charge.

7. Transport

7.1. Unless otherwise agreed in writing, all deliveries shall be made "Delivery Duty Paid – named place of destination" in accordance with INCOTERMS® 2020 at the place of delivery agreed. The Purchase price is deemed to include all associated costs.

7.2. The Supplier shall remain solely liable for the transport of the Supply and guarantees Beckers against any damage to the Supply transported, regardless of the cause. The Supplier waives any recourse against Beckers in this regard. Transport conditions must at least comply with the requirements mentioned in the technical data sheets of the concerned products and / or comply with storage conditions.

7.3. The Supplier shall take note of the shipping address specified in the Purchase. The transportation/shipping shall comply with the tariff, transportation, and packaging regulations in respect of the applicable mode of transport, for example, railway, road transportation, shipping, air transportation, etc.

7.4. In addition to the shipping address, the Purchase information (specifically, the purchase order number, purchase order date, place of delivery, the name of the recipient if applicable, and the material name and/or material number specified by Beckers) shall always be included in the transportation documentation. If subcontractors are appointed, they shall identify the Supplier as their customer, in addition to all of the above mentioned Purchase information, in all correspondence and freight documents.

8. Safety

Supplier and its subcontractors shall comply with the safety instructions of Beckers's personnel when entering any Beckers property or site. The Supplier and its subcontractors shall also familiarize themselves and comply with all respective site regulations (e.g., safety regulations).

9. Performance Certificates and Acceptance

9.1. Beckers will perform an inspection of the incoming Supply only for the purpose of identifying obvious external (transportation) damage and obvious external deviations in terms of identity and quantity. Beckers will send notification of such defects without undue delay after delivery has been made. This first inspection shall not be considered as an acceptance of the Supply.

9.2. Acceptance of the Supply is expected to occur following verification by Beckers that the Supply is in conformity with the Purchase and, where applicable, following receipt by Beckers or by its representative of the documents relating to the sale of the Supply, including certificates relating to materials and drawings, and more generally receipt of any document set out in the Purchase. At any time of such verification, the Supplier shall also deliver to Beckers all

information and documents required for the safe and proper use of the Supply.

- 9.3. The absence of a refusal of the Supply by Beckers at the time of delivery and/or the payment of the price of the Supply shall not constitute acceptance. If the Supply is expressly refused, it shall be kept available to the Supplier at the place of delivery, at the Supplier's risks and costs. In the event of such refusal, and unless Beckers decides otherwise in writing, the Supply shall, at the choice of Beckers, either be repaired or be replaced not later than seven (7) calendar days following refusal by Beckers. The Supplier shall not raise any objection, including regarding its own manufacturing or delivery schedule, with regards to fulfilling the above obligation to repair or to replace.
- 9.4. Any performance certificates required by the Purchase, as well as the acceptance of the Supply, shall be free of charge and recorded in writing by both Supplier and Beckers.

10. Weight and Volume

In the event of any discrepancy in the weight of the goods, the weight established by Beckers upon the inspection of incoming goods shall prevail unless the Supplier proves that it correctly measured the weight at the time of passing of the risk in the goods in accordance with a generally accepted method of determination. This clause applies as well to the determination of the volume of the goods and is without prejudice to any claim that Beckers may have.

11. Waste Disposal

To the extent that the Supplier's delivery of goods/performance of services generates waste as defined under applicable waste management laws, Supplier shall recycle or remove such waste, subject to any written agreement to the contrary, at its own expense and in accordance with such waste management laws. Title to, risk in, and the responsibility for the waste under the waste management laws shall pass to the Supplier upon the generation of waste.

12. Prices, Invoices and Payment

- 12.1. The prices stated in the Purchase are fixed lumps sums and shall not be subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing, packing, loading, transport and unloading of the Supply. All prices are excluding VAT. The Supplier shall bear all costs relating to customs duties, taxes, fees and levies that it owes.
- 12.2. Invoices shall comply with the applicable statutory requirements. The invoice shall include the purchase order number. Statutory sales tax shall be shown separately on the invoice. Invoices shall be sent to the invoice address stated on the Purchase document. Where it is agreed that the costs of some services, such as transport, are to be paid by Beckers separately from the price of the Supply, the Supplier shall submit detailed vouchers and other relevant documents to Beckers.
- 12.3. Unless otherwise provided for in the Purchase, Beckers shall pay the invoice according to the payment term agreed with the Supplier following the date the invoice is issued. Payment shall not constitute acceptance of goods or services.
- 12.4. Payment will be made in the manner provided for in the Purchase, namely by bank transfer.
- 12.5. Payment of the invoice shall not affect Becker's right to dispute in writing any unjustified charge.
- 12.6. In the event Beckers justifiably disputes all or part of an invoice or a Supply, the obligation to pay the sum in dispute shall be suspended. Beckers shall send a memorandum stating the reasons for its dispute. If agreement is reached on the dispute, the Supplier shall correct or cancel the invoice.
- 12.7. Any advance payment is subject to the provision by the Supplier of a bank guarantee covering the reimbursement of such advance payment.

13. Delivery terms – Delay

- 13.1. The date of delivery/performance, deadlines and places of delivery specified by Beckers in the Purchase are binding. The Supplier shall inform Beckers without undue delay and in writing in the event it appears that it may not be able to perform its obligations within the agreed time period. In the event of delay, Beckers shall be entitled to its statutory rights.
- 13.2. The Supplier may claim in its defense that documents or information required from Beckers have not been provided, but only if Supplier has not received such documents or information within a reasonable period despite having sent Beckers a reminder.

14. Force majeure

- 14.1. A "Force Majeure Event" shall be defined as any circumstances not existing as of the date of the Purchase, not reasonably foreseeable as of such date, and not within the reasonable control of the party affected, that is not due to the fault, negligence, or breach of such party, that totally prevent one or both parties from fulfilling their obligations under the Purchase, and shall include, without implying limitation: (i) acts or restraints of governments or public authorities; (ii) war, revolution, riot or civil commotion; (iii) strikes, lock-outs or other industrial action that is nationwide or political in nature; (iv) blockage or embargo; (v) damage caused by explosion, fire, corrosion, ionizing radiation, radioactive contamination, flood, natural disaster, or malicious act, and (v) public health crises. In all events, strikes which are limited to the personnel of the Supplier or of its subcontractors, shall not relieve the Supplier from its liability for late or impeded delivery and shall therefore not be deemed to be a Force Majeure Event.
- 14.2. If Beckers or Supplier is prevented, hindered, or delayed in or from performing any of its obligations under the Purchase by a Force Majeure Event, or if a Force Majeure Event frustrates the purpose of the Purchase, then the affected party will not be in breach of these GTCP or the Purchase, or otherwise liable for any such failure or delay in the performance or execution of the Purchase. The time for performance of such obligations will be extended accordingly.
- 14.3. The affected party will:
- 14.3.1. Within five (5) business days after the start of the Force Majeure Event, or immediately upon discovery that the Force Majeure Event will prevent, hinder, delay, or frustrate the purpose of the Purchase, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations related to the Purchase; and
- 14.3.2. Use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.4. If the Force Majeure Event prevents, hinders, delays, or frustrates the purpose of the Purchase for a continuous period of more than 30 days, the other party may terminate the Purchase by written notice.

15. Warranties; Claims for Defects; Liability of Supplier

- 15.1. The Supplier warrants that the Supply complies with the individually guaranteed characteristics and the contractually agreed quality, is suitable for the contractually required use, is state of the art, and complies with current statutory and regulatory rules and regulations.
- 15.2. If the delivery of the Supply does not comply with section 15.1 above or is defective in any other way, Beckers may at its option demand, in addition to any of its other statutory rights, the prompt and free of charge replacement of defective Supply or the rectification of defects. Supplier shall also compensate Beckers in such case for all costs and expenses incurred directly or indirectly by it in connection with the replacement or rectification. In urgent cases, or if

the Supplier is in default of its replacement/rectification obligations, Beckers is entitled to promptly remedy the defect itself or through a third party at the Supplier's expense. If the Supplier has given a guarantee for the quality or durability of the Supply, notwithstanding the above, Beckers may also assert its rights under the guarantee.

- 15.3. The Supplier shall be liable for legal defects in accordance with statutory regulations. In particular, Supplier shall ensure that the delivery of the Supply for the contractually agreed use does not infringe third-party patents or other intellectual property rights. If a claim is asserted against Beckers as a result of such infringement, the Supplier shall, at Beckers's first written request, release, hold harmless, defend, and indemnify Beckers from all claims that Beckers incurs as a result of or in connection with such third-party claims.
- 15.4. In all other respects, the Supplier's liability shall be determined by applicable law. Upon Beckers's first request, the Supplier shall release, hold harmless, defend, and indemnify Beckers from third-party claims for compensation if the defect causing the liability claim is caused by and is the responsibility of the Supplier or its suppliers.
- 15.5. Notwithstanding any of Supplier's intellectual property rights, Beckers or third parties commissioned by Beckers shall have the right to service and repair delivered Supply.
- 15.6. Apart from any suspension of limitation period provided for by law, the limitation period for claims and rights relating to defects shall also be suspended during the period of time from the notification of a defect until the defect has been remedied. The period of limitation will begin anew for deliveries of goods or performances of services that are redelivered/re-performed in full or in part and for deliveries and performances that have been replaced or rectified.

16. Quality

- 16.1. Supplier shall maintain a quality management system, for example pursuant to DIN ISO 9001 and/or DIN ISO 14001. Beckers is entitled to review the Supplier's system by way of audits, subject to coordination of the same with the Supplier.
- 16.2. The Supplier shall implement all the measures, in particular quality controls, necessary to ensure that Products are compliant.
- 16.3. The Supplier undertakes, upon the written request from Beckers, to provide to the latter all information necessary to identify the origin, place and date of manufacture of the Supply and its components, the quality controls performed in relation to the Supply and any other useful information as well as, depending on the case, the serial or batch numbers.
- 16.4. The Supplier shall provide Beckers with the updated Security Data Sheets (SDS) of the Products. Additionally, the Supplier must inform Beckers of any modification of the SDS and specify the modifications.

17. Insurance

- 17.1. The Supplier shall take out and maintain in force and effect, a General / Public liability and a Product Liability insurance on terms customary to the industry but in any event with a minimum coverage of € 2 million (or equivalent value) per occurrence at its own expense and throughout the entire period of performance of the Purchase, including the guarantee and warranty period. The Supplier shall provide documentation of its insurance coverage upon request. Lower levels of coverage may be accepted on a case-by-case basis by Beckers only on written approval. None of the amounts set out above shall be construed or interpreted as limiting the Supplier's liability in any respect.

18. Confidentiality – Intellectual Property

- 18.1. The Supplier undertakes to keep confidential any information received from Beckers or disclosed in any other

way by Beckers or another company within the Beckers Group, not to disclose such Information to third parties, and to use the Information only for the purpose of executing the respective Purchase. "Information" means any and all information, disclosed by Beckers to Supplier in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of documents, drawings, graphs, product samples, prototypes, models, computer programs or otherwise whether of scientific, technical, commercial, financial or other nature). For the sake of clarity, Information also includes information or knowledge obtained by inspection or evaluation of the foregoing.

portion of the Supply shall be immediately refunded to Beckers. The right of a party to terminate all or any part of the Purchase is without prejudice to its rights to claim damages against the other Party.

18.2. Beckers shall be the owner of all Information disclosed by it to Supplier, including without limitation any and all patents, know-how, copyrights, trademarks, trade secrets and other proprietary rights and interests therein, and Supplier recognizes and agrees that nothing in these GTCP or the Purchase shall be construed as transferring, by license or otherwise, any rights including patent rights, copyrights or other intellectual property rights in respect of any Beckers Information.

21.3. Beckers is entitled to terminate all or any part of the Purchase at any time, subject to a thirty (30) calendar days' prior notice (unless a different notice period is specified in the Purchase) sent by written to the Supplier, whereupon the Supplier shall from receipt of such notice immediately cease further performance of such all or any part of the Purchase. Termination

18.3. Supplier shall restrict the disclosure of such Information to those employees, consultants and advisers who need to know or access the Information in order to execute the Purchase. Supplier is responsible for ensuring that any such employee, consultant and/or adviser is aware of and complies with this section of the Terms & Conditions. For the avoidance of doubt, any disclosure or unauthorized use of Information shall constitute a material breach of the Purchase agreement or contract.

of the Purchase in the aforementioned manner shall have the effect of terminating any Purchase outstanding or solely any Purchase as specified in the termination notice.

Following such termination the parties shall in good faith agree on a termination fee, which Beckers shall pay to the Supplier on the basis of justified costs reasonably and definitively incurred by the Supplier for the performance of any firm Purchase which have been affected by such termination.

This termination fee shall be a lump sum and shall cover any damages. Furthermore, the Supplier shall waive any right of recourse against Beckers for any amount in addition to such fee.

18.4. The Supplier undertakes to return all Information delivered to it in a tangible form such as documents, samples, specimens, or the like without undue delay upon request from Beckers and without retaining any copies or notes. Further, Supplier shall delete its own notes, compilations and evaluations containing Information without undue delay upon request from Beckers and shall confirm this to Beckers in writing. Beckers retains ownership and intellectual property rights to all Information.

21.4. Unless contrary to any statutory provision, if insolvency proceedings have been commenced in relation to the Supplier's assets, and the Supplier has not yet performed or not yet fully performed the Purchase, Beckers shall be entitled to rescind the Purchase or, in the case of Purchases with continuing obligations, terminate the Purchase without notice.

22. Miscellaneous provisions.

22.1. This Purchase has been concluded between independent parties and none of its provisions shall be interpreted as giving the right or mandate to either party to act on behalf of the other party nor as implying any association, agency, partnership or society between them.

22.2. If any provision or part-provision of these GTCP is or becomes invalid, illegal, or unenforceable, it will not affect the validity and enforceability of the rest of this document.

22.3. The waiver by either party of a breach of any of the provisions of the Purchase shall not be construed as a waiver of any further breach of the same or other provisions, nor shall any delay or omission by either party to exercise any right herein operate as a waiver of any breach by such party.

22.4. The provisions of articles 4, 11, 15, 16, 17, 18, 19, 20, 22 and 23, and any other provision of these GTCP which is intended to apply after termination of the Contract shall survive the expiry or termination of the Contract (howsoever occasioned) and shall continue and thereafter remain in full force and effect.

23. Place of Jurisdiction and Applicable Law

23.1. By mutual agreement, the Parties shall attempt to amicably resolve any dispute.

23.2. These GTCP and any Purchase shall be governed by and construed in accordance with the laws of the country in which Beckers is located and registered.

23.3. Any dispute, controversy or claim arising out of or in connection with these GTCP or the Purchase, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the International Chamber of Commerce. The seat of arbitration shall be in the country in which Beckers is located and registered, at a city to be determined by mutual agreement of the Parties. The arbitration will be conducted in English.

19. Advertising Materials

The Supplier may refer to the existing business relationship with Beckers in its informational and advertising materials only with Beckers's express prior written consent.

20. Liability

Unless prohibited by law, Beckers will only be liable for breach of a material term of the Purchase, gross negligence, or intentional conduct. In the event of merely negligent breaches of material terms of the Purchase, Beckers's liability shall be limited to compensation for foreseeable damage that is typical for such a contract.

21. Termination

21.1. Either party shall be entitled to terminate as of right all or any part of the Purchase in the event of breach of an obligation by the other party that is not remedied within fifteen (15) calendar days after receipt of a written notice to do so. In particular, Beckers shall be entitled to terminate all or any part of the Purchase in the event of default or breach or failure relating to the quality, characteristics, manufacture or performance of the Supply.

21.2. Beckers shall be entitled to terminate all or any part of the Purchase as of right and without prior notice, but only in the following situations: (i) in the event of repeated breaches by the Supplier or repeated defaults of the Supply; or (ii) because of the Supplier's breach(es) of one or more rules concerning health, and safety, working conditions or environmental protection that may be detrimental to persons or property; or (iii) in the event the consequences of such breaches are irreparable, in particular in the event of the breach of the obligations defined in the following articles: 3, 5, 8, 13, 15, 17, 18; or (iv) in any other circumstance so provided for in the Purchase. In such cases, termination shall be effective immediately upon receipt by the Supplier of the notice of termination. In the event of termination of all or any part of the Purchase by Beckers, all payments already made and concerning any undelivered