

# General Terms and Conditions of Purchase of ITK Precisioning GmbH

## 1 Scope of application

1.1 These General Terms and Conditions of Purchase form the basis for every order placed by us. They shall also apply to framework agreements, contracts and orders/call-offs made on the basis thereof. Insofar as we have submitted them to the supplier and he has accepted them, they shall also apply to all future business transactions with the supplier.

1.2 The supplier's terms and conditions shall not apply. This is also the case if we accept the deliveries and services of the supplier without express objection to its terms and conditions. Their recognition requires prior written consent.

## 2 Offers, orders, conclusion of contract

2.1 Cost estimates and offers of the supplier are free of charge for us and do not oblige us to place an order. This also applies to visits and sampling for the preparation of offers.

2.2 The order shall be placed in writing and shall require a written order confirmation with the same content by the supplier, unless we confirm the contents of a legally valid offer submitted to us. Verbal agreements and ancillary agreements must be confirmed in writing.

2.3 The order must be confirmed in writing. In the absence of a specified deadline the order shall be accepted within a reasonable period of time. Otherwise we shall no longer be bound by the order.

2.4 If the supplier makes changes or additions to an order, these shall only become legally effective if we reconfirm them in the form selected for the order.

## 3 Delivery date, delay, contractual penalty, withdrawal

3.1 The agreed delivery dates and deadlines are binding. Decisive for compliance with the delivery date or the delivery period is the receipt of the delivery at the place of receipt or, in the case of services, the agreed start or end of performance. If acceptance is to take place or is stipulated by law, the time of acceptance shall be decisive. If the supplier realizes that an agreed deadline or delivery period cannot be met, we must be informed immediately in writing, stating the reasons and the expected duration of the delay. This shall not release him from responsibility for legal consequences in the event of delay.

3.2 In the event of default, we shall be entitled to assert statutory claims against the supplier, in particular damages caused by delay or damages in lieu of performance or to declare withdrawal from the contract in whole or in part if a reasonable grace period has elapsed unsuccessfully or could be waived. The claim for damages in lieu of performance also includes the additional expenses incurred by covering purchases or the additional expenses incurred through a third-party.

3.3 In the event of default, the supplier undertakes to pay an amount of 0.5% for each completed week up to a maximum of 5% of the total order value as a contractual penalty. We

may claim further damages, but the contractual penalty, insofar as we claim it, shall be offset against it. If the contractual penalty has been incurred, we have the right to declare the reservation of the contractual penalty until the final payment or to offset it against the final payment.

3.4 If the supplier is repeatedly in default with the execution of orders or call-offs from a framework agreement or contract, we shall have the right, after prior warning to cancel the contract with immediate effect without influencing other claims to which we are entitled.

3.5 The supplier must inform us of any necessary obligations to cooperate when the contract is concluded. Insofar as we have to provide or approve documents, he shall grant us a reasonable period of time for the submission of these.

3.6 In cases of force majeure and obstacles resulting therefrom, which make the fulfillment of the contractual obligations temporarily impossible, each contracting party shall have the right to postpone dates or deadlines until the impediment has ceased to exist. Should it last longer than eight weeks, each contracting party shall have the right to withdraw from the contract.

#### 4 Partial deliveries, excess or short deliveries

4.1 We accept partial deliveries only after express written agreement. Any additional transportation costs incurred as a result shall be borne by the supplier, unless otherwise agreed. The remaining quantity shall be stated on delivery bills and invoices for partial deliveries.

4.2 If we accept partial deliveries without this having been expressly agreed in advance, the supplier's payment claims shall not become due until the complete delivery owed has been made.

4.3 Excess or short deliveries must be expressly agreed in writing in advance. If we have not given our consent, we may reject short deliveries as defective. Excess deliveries must be taken back by the supplier immediately upon request or can be stored at the supplier's expense.

#### 5 Terms of delivery, pricing, terms of payment

5.1 The terms and conditions "DDP Lahnau" (in accordance with the applicable Incoterms Incoterms) shall apply to deliveries.

5.2 Agreed prices and remuneration rates are binding. Unless otherwise agreed in writing, the prices for deliveries shall be free place of receipt including packaging. In this case, the supplier shall also bear all ancillary costs incurred, in particular transportation costs, until the delivery is brought to the place of receipt. If the transportation is carried out at our expense, the supplier must observe the shipping regulations and carry out the transportation under economic conditions.

5.3 Invoices shall be submitted to us in a single copy with all associated documents and data (including order number) in a verifiable and proper form after delivery, performance or acceptance in accordance with the contract. The Supplier shall be responsible for any delays caused by non-compliance.

5.4 Payments shall be made within 14 days with a 2% discount, within 30 days strictly net, calculated from receipt of invoice, but not before complete, defect-free delivery, performance or acceptance, if such is provided for or agreed by law and unless otherwise agreed.

5.5 Payments do not imply recognition of the deliveries or services as being in accordance with the contract. We shall be entitled to rights of set-off and retention to the extent permitted by law.

5.6 The supplier is not entitled to assign its claims against us to third parties or to have them collected by third parties without our prior written consent.

## 6 Packaging

6.1 The supplier undertakes to pack the deliveries in such a way that transportation damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose and must comply with the packaging regulations applicable at the time of delivery. The supplier shall take back the packaging materials at its own expense in accordance with the regulations provided therein and recycle them.

## 7 Shipment

7.1 At our request, dispatch must be notified at the latest when the delivery is made. Dispatch notes, consignment notes, delivery bills and invoices must state the dispatch address, our order number including item number. Transport damage due to missing or inadequate load securing by the carrier must be avoided.

## 8 Place of performance, transfer of risk, notice of defects

8.1 The place of performance is the place of receipt or the place of acceptance, if such is agreed or provided for by law.

8.2 The transfer of risk shall take place upon arrival of the delivery at the place of receipt. If acceptance is provided for by law or contractually agreed, the transfer of risk shall only take place upon acceptance.

8.3 In the case of contracts to which the commercial obligation to inspect and give notice of defects applies, we shall randomly inspect the delivered goods for transport damage and obvious defects within a period of 14 days of delivery and report any defects discovered in the process, as well as any hidden defects discovered at a later date, within ten days of discovery.

## 9 Rights in the event of defects

9.1 The supplier shall provide the deliveries/services owed free of material defects and defects of title and shall comply with any guarantees given. If the supplier has provided us in advance with samples, specimens or product descriptions which have become the subject of agreed specification features, the delivery shall only be deemed to be in accordance with the contract if it also fully complies with these. The intended use must be ensured, as must compliance with statutory provisions on product safety, environmental regulations and other requirements regarding the composition of products and the materials to be used.

By accepting the order, the supplier therefore undertakes to comply with

- EU Directive 2011/65/EU (and amendment 2015/863 "RoHS 3") and the Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV)
- the information obligation with regard to components according to the "Candidate List of Substances of Very High Concern (SVHC List)" in accordance with Art. 33 Para. 1 of Regulation (EC) No. 1907/2006 (REACH Regulation in its valid form).

Deviations are only permitted after written confirmation by the customer. In any case, the goods shall be deemed "non conform" in the sense of the directive concerned.

For services, the safety regulations of professional associations as well as the relevant and recognized rules of technology must be taken into account. Insofar as a declaration of conformity from the manufacturer is required for the delivery of machines in order to bring them into the EU, the supplier must submit this.

9.2 In the event of a defect, we shall be entitled, within the framework of the statutory provisions on claims for defects, to demand subsequent performance free of charge by remedying the defect, delivery of a defect-free item or new production and, if the statutory requirements are met, compensation for damages caused by defects.

9.3 If the supplier refuses to carry out a subsequent performance owed or if it remains unsuccessful although a reasonable grace period was set, or if such a grace period was not required by law, we shall be entitled to a reduction in price. If the statutory requirements are met, we may withdraw from the contract in whole or in part or demand compensation instead of performance.

9.4 In urgent cases, in order to avoid disproportionately high damages, if this is unavoidable and the supplier could not be reached, we may remedy defects ourselves or have them remedied by third parties to the extent necessary and demand reimbursement of the costs incurred as a result from the supplier.

9.5 The limitation period for material defects is 24 months, unless a longer period is provided for by law. The period shall commence upon delivery, performance or acceptance, if such a period is provided for or agreed by law. For parts replaced as part of subsequent performance, the statutory limitation period shall commence upon installation.

## 10 Industrial property rights

10.1 The supplier shall ensure that the goods and services are free from third-party rights and can be used for the contractually agreed purposes specified by the supplier or manufacturer.

10.2 The supplier shall indemnify us against claims of third parties due to domestic and foreign property right infringements and to reimburse all expenses incurred by us due to a claim by third parties if these are based on a culpable or grossly negligent breach of duty by him or his vicarious agents. As far as possible, the supplier shall acquire the rights from the owners of the property rights at his own expense which enable us to use the goods in accordance with the contract. . We shall not make any promises, enter into settlements or make any other agreements with claimants without consultation with the supplier. However, the supplier may not unwillingly refuse its consent to necessary assurances, settlements or agreements.

10.3 The limitation period for claims due to defects of title is 48 months. It shall commence upon delivery or acceptance, if such is provided for or agreed by law.

## 11 Product liability, insurance

11.1 The supplier is subject to the statutory provisions on non-contractual product liability and, unless he is the “manufacturer” within the meaning of these provisions, must provide us with the information necessary to identify the manufacturer in the event of product liability.

11.2 As part of its liability in product liability cases, the supplier is also obliged to reimburse us for the costs of measures taken to prevent product liability damage to an appropriate and necessary extent. We shall not take such measures without the involvement of the supplier, unless the supplier could not be reached at short notice. If a product or partial product manufactured by the supplier causes danger to the life, limb and health of third parties, so that a product recall must be carried out or is ordered by the authorities, the supplier must reimburse us for the necessary costs incurred as a result.

11.3 The supplier shall take out insurance cover appropriate to the contractual risks and shall provide us with evidence of the conclusion of such insurance and the regular payment of the insurance premium upon request.

## 12. End-of-life / product modifications / discontinuations

12.1 In the event of product changes or product discontinuations, the Supplier undertakes to inform ITK immediately after becoming aware of them. The Supplier must notify changes concerning

- material composition
- product description
- test methods and equipment
- change of the production site
- prescribed storage conditions
- safety-relevant changes to the safety data sheet

unsolicited, insofar as the change may be of significance for us. The change requires our written consent.

12.2 Product discontinuations must be notified with sufficient lead time to enable ITK to make a last-time buy.

## 13 Confidentiality, retention of title, provision of materials

13.1 We reserve all property rights and copyrights to the illustrations, drawings, calculations and other documents and know-how provided to the supplier. They may not be made accessible to third parties without our express written consent. This also applies to all data and documents that are not explicitly marked as confidential. They may only be used for the fulfillment of the contractual deliveries and services and must be returned to us upon request after completion of the contract and know-how must be kept secret.

13.2 The supplier shall comply with all applicable data protection laws.

13.3 The supplier is obliged to keep all samples, illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also apply after the contract has been executed. It shall expire if and as soon as the knowledge and information provided are to be classified as “generally available knowledge”.

13.4 We reject all retention of title provisions and declarations of the supplier that go beyond a simple retention of title.

13.5 Material provided by us shall remain our property and shall be stored, labeled and managed separately free of charge. They may only be used for our orders. Residual quantities shall be made available to us on request immediately after the order has been executed. In the event of depreciation or loss, the supplier must provide compensation. Processing or transformation of the material shall be carried out exclusively for us. If the value of the processing or transformation equals or exceeds the value of the material, we shall become co-owners of the new or transformed item on a pro rata basis. The supplier shall store the new or transformed item for us free of charge with the care of a prudent businessman.

## 14 Models, tools, drawings, work results

14.1 Models and tools produced by the supplier at our expense shall become our property after payment. The supplier shall then store them for us and use them only for the contractual purposes. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water damage and theft at his own expense. The supplier shall be obliged to carry out any necessary maintenance and inspection work on the tools as well as all servicing and repair work at its own expense and in good time. He must notify us immediately of any malfunctions.

14.2 The work results that arise for the first time at the supplier in the case of the execution of the deliveries and services ordered by us - irrespective of whether these are protectable (e.g. in the form of patents or utility models) or not - shall become our property without the need for a separate transfer. The supplier shall inform us of such results at an early stage. The supplier may use these results for the purposes of its business.

14.3 The resale of parts manufactured according to these models and tools to third parties is not permitted without our express written consent. The models, tools and drawings may neither be passed on to third parties nor used for purposes other than the fulfillment of the order. They must be handled and stored carefully by the supplier. They must be secured against unauthorized inspection or use. Subject to further rights, we may demand their surrender as soon as the supplier breaches its obligations.

## 15 Product safety, health and environment

15.1 The Supplier undertakes to manufacture and deliver safe products and to provide a safe working environment that promotes accident prevention and minimizes health risks for its employees.

15.2 The Supplier shall comply with applicable environmental protection laws and regulations and shall endeavor to conserve resources and protect the environment to the greatest extent possible.

15.3 The supplier guarantees that the products delivered to us do not contain any legally prohibited substances. This applies in particular to the relevant regulations regarding RoHS Directive 2011/65/EU (and amendment 2015/863) or 2017/2102, the Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV), REACH (Regulation (EC) No. 1907/2006) in the form valid at the time of ordering.

15.4 The customer requires the delivery of conflict-free materials in accordance with Regulation (EU) 2017/821. In the event that no objection is made by us within 2 days of receipt of the notification, the delivered products shall be deemed by us to be conflict-free materials.

## 16. Compliance with laws, rules and regulations

16.1 Supplier shall comply with all applicable laws, rules and regulations in the countries in which it operates and shall establish and maintain a system to monitor compliance with such laws, rules and regulations.

16.2 Suppliers shall comply with all applicable import and export control laws, including but not limited to all sanctions, embargoes and other laws, regulations, government orders and directives relating to the transportation or shipment of goods and technology.

## 17. Respect for human rights

17.1 The Supplier shall treat all people with respect and fairness and shall respect fundamental human rights, such as those enshrined in the United Nations Universal Declaration of Human Rights and the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy of the International Labor Organization (ILO) of the United Nations. These include the prohibition of forced or child labor, rules on fair pay, social benefits, working hours, freedom of association and other fair working conditions in accordance with applicable laws.

17.2 Supplier shall maintain a work environment free from retaliation, discrimination, harassment and other unfair practices based on sex, age, race, color, ethnic or national origin, citizenship, religion, religious creed, physical or mental disability, veteran status, sexual orientation or any other characteristic protected by law.

## 18 Statutory minimum wage, industry minimum wage

18.1 The Supplier shall ensure that the employees deployed by it or by subcontractors or personnel service or personnel service providers for the execution of contracts receive the statutory minimum wage in accordance with the MiLoG or - if the services provided fall within the scope of the the scope of application of the Employee Assignment Law (AEntG) - the prescribed industry minimum wage.

18.2 The Supplier shall also ensure that mandatory obligations to pay contributions to social security institutions, employers' liability insurance associations and other institutions are complied with and shall oblige the subcontractors used accordingly.

18.3 If a claim is legitimately made against us by an employee of the Supplier or a subcontractor, regardless of grade, or a personnel service provider for payment of the statutory minimum wage or industry minimum wage or by one of the institutions named in § 8 AEntG for payment of contributions, the Supplier shall indemnify us against these claims and shall compensate us for any damage incurred by us as a result of culpable non-compliance with the obligations under § 18.1 and § 18.2.

18.4 For deliveries from abroad, the obligation to comply with the respective local statutory provisions and regulations shall apply analogously.

## 19 Integrity clause

19.1 The contracting parties are committed to a corruption-free business environment. They undertake to refrain from corrupt behavior and other punishable acts and to take all necessary measures to avoid them. In particular, they undertake to take precautionary measures against the cases of serious misconduct listed below:

(a) criminal offenses in business transactions, in particular money laundering (Section 261 StGB), fraud (Section 263 StGB), breach of trust (Section 266 StGB), forgery of documents (Section 267 StGB), falsification of technical records (Section 268 StGB), falsification of evidential data (§ 269 and § 270 StGB), indirect false certification (§ 271 StGB), suppression of documents (§ 274 StGB) and agreements restricting competition in tenders (§ 298 StGB).

b) offering, promising or granting advantages to domestic or foreign civil servants, public officials or persons with special public service obligations who are involved in the award or execution of contracts (Sections 331-335 StGB).

c) offering, promising or granting or demanding, accepting promises and accepting advantages from business partners in return for unfair preferential treatment in national or international business dealings (Sections 299, 300 StGB).

d) the betrayal or obtaining of business and trade secrets (§ 17 UWG) as well as the unauthorized use of templates (§ 18 UWG).

e) violations of national (GWB) and European competition and antitrust law.

## 20 Audit, quality management

20.1 The Supplier shall comply with the regulations agreed with us for the performance of audits and shall maintain the quality management system established in accordance with recognized rules.

20.2 The supplier shall permanently carry out its quality assurance by means of suitable tests and controls, in particular during production, and document the results of its tests.

## 21 Place of jurisdiction, applicable law

21.1 The place of jurisdiction is the court responsible for our place of business. However, we are also entitled to sue the supplier at its general place of jurisdiction.

21.2 The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG; UN Sales Convention) is excluded.

Lahnau, October 2024