

General Terms and Conditions of Purchase of MAILER STAHL GmbH & Co. KG

1. Scope of application / Supplier's differing terms and conditions

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**General T&Cs of Purchase**") apply to all business relations of MAILER STAHL GmbH & Co. KG, Beckerfelder Strasse 77, 47269 Duisburg (hereinafter referred to as "**we**"/"**us**") and its suppliers (hereinafter referred to as "**Supplier**").

1.2 These General T&Cs of Purchase apply exclusively to businesses within the meaning of Section 14 of the *Bürgerliches Gesetzbuch* ("**BGB**") [German Civil Code] i.e. to natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities.

1.3 Where our General T&Cs of Purchase are implemented in business with the Supplier, they shall also apply to all further business relations of a similar kind between the Supplier and ourselves, unless otherwise agreed in writing.

1.4 Business relations with the Supplier shall be governed exclusively by these General T&Cs of Purchase. General Terms and Conditions of the Supplier shall apply only if and insofar as we expressly recognise them in writing. In particular our silence regarding such differing terms and conditions of the Supplier shall not be deemed to be recognition or consent, and this shall also apply to future contracts. Our General T&Cs of Purchase shall apply in place of any General Terms and Conditions of the Supplier, such as Terms and Conditions of Sale and Delivery, even if, according to such Terms and Conditions, acceptance of an order provides for unconditional recognition of the General Terms and Conditions or we order, after the Supplier has indicated the validity of the Supplier's General Terms and Conditions, unless we have expressly waived the validity of our General T&Cs of Purchase in writing.

1.5 In the event of conflict with any framework contract concluded with a Supplier, the provisions of these General T&Cs of Purchase shall take precedence.

2. Conclusion of contracts, content of the contract

2.1 Only purchase orders provided in writing and with signature or with our electronic mark of origin are valid. The content of the contract shall be determined exclusively by the content of our purchase order.

2.2 The Supplier must check the purchase order and send us a written response within seven (7) calendar days after the date of the purchase order. After that period ends, we shall be entitled to revoke our purchase order. Claims by the Supplier based on a validly effected revocation of our purchase order are excluded.

2.3 Even after conclusion of the contract, we shall be entitled to request changes to the delivery item at our reasonably exercised discretion (Section 315 *BGB*) if the deviations are reasonable for the Supplier.

2.4 The Supplier may subcontract essential parts of goods to subcontractors only with our written consent. However, we may only refuse consent for objective reasons. An objective reason exists in particular if there are justified indications that the subcontractor does not have the qualifications required to perform the contract properly or does not appear suitable for other reasons to perform properly the tasks which are intended to be assigned to the subcontractor. Where subcontractors are called in, the Supplier shall be liable for their services as if they were the Supplier's own services.

2.5 Our purchase order number, the contact partner and date of the purchase order / commission must be specified on all the Supplier's documents (especially on order confirmations, delivery notes, invoices etc.).

3. Delivery / Assembly / Service / Default

3.1 Deliveries to us shall be made DDP (Delivered Duty Paid, Incoterms 2020) to the agreed delivery address in the Federal Republic of Germany, unless otherwise agreed in writing.

3.2 Agreed delivery and service dates and periods are binding. Compliance shall be determined in the case of purchase contracts by receipt of the goods at our premises or at the agreed place of delivery or service.

3.3 The Supplier is obliged to notify us immediately in writing, and verbally in advance, if circumstances arise or become recognisable to the Supplier which indicate that agreed delivery or service dates cannot be met. This shall also apply if the Supplier is not responsible for the delays in delivery or services. We shall be entitled to compensation from the Supplier for resulting damage if this obligation is violated. In the event of delay in delivery or service, the Supplier must inform us in detail and in writing of the reason for the delay and the remedial measures initiated and planned by the Supplier.

3.4 If goods are delivered earlier than agreed, we reserve the right to return them at the Supplier's expense. If goods delivered early are not returned, the goods shall be stored at the Supplier's risk and expense until the delivery date.

3.5 We shall accept partial deliveries or partial services only when expressly agreed in writing. Where a partial delivery is agreed, the remaining quantity is to be specified on the delivery note. A separate calculation of partial deliveries is not admissible, unless otherwise agreed in writing.

3.6 We shall be entitled to statutory claims in the case of default in delivery or service. After expiry of a reasonable grace period without remedy, we shall be entitled in particular to claim damages in lieu of performance and to rescind the contract, also only for the part not fulfilled. The above-mentioned grace period shall

not be required if a fixed date for delivering the ordered goods has been agreed with the Supplier.

3.7 In the case of default in delivery, we shall be entitled to claim a contractual penalty of 0.2% of the net purchase price per calendar day of default, but not more than 5% of the net purchase price in total. Further statutory claims, especially damage claims, taking into account the contractual penalty, shall remain reserved. The Supplier shall have the right to prove that no damage was incurred or that damage was substantially lower. In the event of the latter, we may claim compensation for the damage actually incurred. Acceptance of a late delivery shall not constitute any waiver of damage claims and the contractual penalty.

4. Delivery instructions

4.1 If packaging of the ordered goods has been expressly agreed by the parties, these are to be packed appropriately and in an environmentally friendly manner and delivered using suitable means of transport.

4.2 A delivery note is to be enclosed with each delivery. The delivery note and all shipping documents must include the shipping date, our purchase order number and the batch of the delivery item. If the Supplier fails to do so, we shall not be responsible for delays in processing. The Supplier shall reimburse us for any costs incurred by us due to non-compliance with the above stipulations.

4.3 If third parties are engaged for the delivery (e.g. carriers, freight forwarders or shipping companies), they must specify the Supplier as their client in correspondence and on freight documents, stating the purchase order data specified above. The use of subcontractors shall not release the Supplier from the Supplier's responsibility and liability for timely delivery.

5. Prices / Payment

5.1 Unless otherwise agreed, agreed prices are net fixed prices (DDP to the agreed delivery address in the Federal Republic of Germany, Incoterms 2020) and include all costs for packaging, transport to the specified place of receipt or shipment, for customs formalities and customs duties.

5.2 Price increases shall only be admissible after express written agreement of the parties.

5.3 Value added tax valid at the time of invoicing is to be shown separately on the invoices. Purchase order data are to be specified on the invoice. Invoices must be sent separately after delivery to the invoice address specified in the purchase order / commission.

5.4 Unless otherwise agreed in writing, due invoices shall be paid net within 30 days. The payment term shall commence as of handover of the goods at the place of receipt (shipping address) and receipt of the invoice at the invoice address specified on the purchase order / commission.

5.5 Where a delivery is accepted early, the due date shall be determined by the originally agreed delivery date.

5.6 Where a delivery is incomplete or faulty, we shall be entitled to retain payment proportionate to value until proper performance. The Supplier shall be entitled to rights of retention and set-off against claims by us only for such claims that have been recognised by us or recognised by declaratory judgment.

6. Force majeure

Force majeure, labour disputes, operational disruptions through no fault of our own, riots, official measures and other comparable events beyond our control and not culpably caused by us, such as war, epidemics or pandemics, energy and raw material shortages, transport bottlenecks through no fault of our own, operational obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, shall entitle us, regardless of our other rights, to postpone our performance obligations and/or acceptance obligations in whole or in part for the duration of the obstruction. We shall notify the Supplier of such events and postponement immediately. If events are of a significant duration (more than 4 weeks) and result in a significant reduction in or absence of our demand for the deliveries, we shall be entitled to rescind the part of the contract not yet fulfilled.

7. Incoming goods inspection / Liability for defects

7.1 The Supplier must conduct quality assurance, appropriate in its nature and scope and always in conformity with the latest state of the art as well as official and statutory requirements, which shall in particular ensure an adequate inspection of all outgoing goods with regard to the contractually agreed specifications, including the requirements in accordance with these General T&Cs of Purchase. The Supplier must document conformity of the delivery items with the contract in test certificates.

7.2 We shall conduct an incoming goods inspection in accordance with the requirements of Section 377 HGB [German Commercial Code] with the stipulations that

- (a) our notice of any defects is in due time if it is received by the Supplier within a period of fourteen (14) calendar days in the case of recognisable defects, calculated from the date of receipt of the goods in full, or, in the case of hidden defects, from the date of detection;
- (b) we may rely on the accuracy of the information in the test certificates provided by the Supplier pursuant to paragraph 7.1 and we do not, therefore, verify the accuracy of this information.

7.3 If material defects appear with the ordered goods during the warranty period, the Supplier can first render supplementary performance within a reasonable period, insofar as this is reasonable for us, whereby we shall have the right in principle to choose the type of supplementary performance. The Supplier shall have the right to refuse the type of supplementary performance chosen by us under the conditions specified in Section 439 (2) BGB. Claims by us for damages or compensation for wasted

expenditure shall remain unaffected. All costs required for supplementary performance, replacement delivery or repair (personnel/cost of materials/transport/recall etc.) shall be borne by the Supplier.

7.4 If defective goods are returned, the Supplier shall bear the risk of loss and deterioration of the goods.

7.5 The limitation period in case of failure of duty due to defective performance is 36 months from the passing of risk.

8. Product liability / Indemnification / Third-party liability insurance coverage

8.1 Insofar as the Supplier is responsible for product damage in the external relationship vis-à-vis a third party, the Supplier shall be obliged, unless otherwise agreed in writing, to indemnify us in this respect against all third-party damage claims at first request if the cause lies within the Supplier's organisation and sphere of control. In addition to payment of damages to third parties, the Supplier's obligation to indemnify shall also include the costs of legal defence, recall costs, inspection costs, costs for replacement and our reasonable administrative costs and other expenses for processing the damage.

8.2 The Supplier must maintain third-party liability insurance coverage with an insurance company with registered office in the European Union and a minimum coverage amount of EUR 5 million per occurrence for the duration of the contractual relationship including warranty, guarantee and limitation periods. The Supplier must provide proof on request; lower coverage amounts shall be agreed with us on individual basis.

9. Third-party property rights

9.1 The Supplier is responsible for ensuring that third-party rights are not infringed in connection with the Supplier's delivery or service.

9.2 If a third party makes a claim against us for infringement of property rights, the Supplier shall be obliged to indemnify us against such claims at first written request. We shall not be entitled to enter into any agreements with the third party, in particular to conclude a settlement, without the Supplier's consent.

10. Confidentiality / Data protection

10.1 The Supplier undertakes to respect the confidentiality of such facts, documents and knowledge, which come to the Supplier's attention in the course of performing business relations with ourselves and which contain technical, financial, business or market-related information about our company, if we have designated the respective information as subject to confidentiality or we have an obvious interest in its confidentiality (hereinafter collectively referred to as "**Confidential Information**"). The Supplier shall use the Confidential Information solely for the purpose of implementing and performing the contractual relationship with ourselves in accordance with the contract and the individual contracts based thereon.

10.2 The disclosure of Confidential Information to third parties by the Supplier shall require our express and prior written consent.

10.3 There shall be no obligation to respect confidentiality pursuant to paragraph 10.1 above if it can be proved that the respective Confidential Information:

- (a) is state of the art in the public domain or this information becomes state of the art without action by the Supplier; or
- (b) was already known to the Supplier or is made known by a third party authorised to disclose it; or
- (c) is developed by the Supplier without action on our part and without exploitation of other information or knowledge acquired through the contractual contact; or
- (d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.

10.4 In respect of the Supplier's personal data, we shall observe the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR). The Supplier's personal data shall be collected, stored, processed and used by us if, insofar as and as long as this is necessary to establish, perform or terminate the contract with the Supplier. Further collection, storage, processing and use of the Supplier's personal data shall take place only if legislation requires or permits this or the Supplier has consented to this. The Supplier is aware that the collection, processing and use of the contact data of the Supplier's contact partners (name, email addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the Supplier. We are entitled in particular to transfer the data to third parties if and insofar as this is necessary to implement measures prior to entering into a contract and to fulfil the contract (e.g. for payment processing, supplier support) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR. Furthermore, we shall also forward such data to third parties (e.g. debt collection agencies) as appropriate for the purpose of enforcing claims in accordance with Art. 6 (1) b) and/or f) GDPR.

In addition, our privacy policy applies which can be viewed at <https://www.mailer-stahl.de/lang/en/datenschutz.html>.

11. Applicable law / Final provisions / Arbitration clause

11.1 All legal relations between the Supplier and ourselves shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Sales Convention (CISG).

11.2 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to waiver of the written form requirement. If these General T&Cs of Purchase require the written form, this requirement shall also be satisfied by transmissions via telefax or email, digital/electronic signatures and signatures (e.g.

DocuSign). The precedence of an individual agreement (Section 305b *BGB*) shall remain unaffected.

11.3 All disputes between ourselves and the Supplier arising from and in connection with contracts concluded under these General T&Cs of Purchase shall be settled exclusively, at our option, either before the competent court of law (local or regional court) respectively having jurisdiction for Duisburg/Federal Republic of Germany or an arbitral tribunal subject to the following provisions. In the event of litigation as defendant i.e. the assertion of claims by the Supplier against ourselves, we shall be obliged to inform the Supplier of the choice of competent court (competent court or arbitration tribunal) upon first request at any time in writing but in any case, before the Supplier takes judicial action. In the event that arbitration is chosen, a final decision on the disputes shall be made according to the Arbitration Rules of the International Chamber of Commerce (ICC). The arbitration tribunal shall be composed of three arbitrators, whereby one arbitrator shall be designated by each party and the two arbitrators designated by the parties shall then jointly appoint a representative as third arbitrator. An arbitration award made can, on application of a party, be declared enforceable by the competent national court. There is no appeal against the award of the arbitration tribunal. The award shall also include a decision on the costs of the proceedings, including the remuneration of the arbitrators. Place of performance and place of jurisdiction of the arbitration tribunal is Duisburg, Federal Republic of Germany. The arbitration proceedings shall be conducted in English.

Status: August 2026