General Terms and Conditions of Purchase

1. Scope of Application, Offers and Conclusion of Contract

1.1 The following General Terms and Conditions of Purchase apply to all contracts of Neuenhauser Maschinenbau GmbH ("we", "us"). They apply to use in dealings with persons who, when concluding the contract, are acting in the exercise of their commercial or independent professional activity (entrepreneurs within the meaning of section 14 of the German Civil Code (BGB)) and with legal entities under public law and special funds under public law. The following terms and conditions apply exclusively to all our orders and purchase orders. They are deemed to have been accepted at the latest upon issue of the order confirmation. We do not recognise any terms and conditions of the supplier that conflict with or deviate from our General Terms and Conditions of Purchase, unless we have expressly confirmed them in writing. Our General Terms and Conditions of Purchase also apply if, in knowledge of conflicting or deviating terms and conditions of the customer, we accept delivery or make payment. Our General Terms and Conditions of Purchase also apply to all future transactions with the supplier.

1.2 Orders are only binding on us if they are issued at least in text form. The supplier must declare its acceptance of the order at least in text form within five working days of receipt of our order. After expiry of this period, we are no longer bound by our order.

1.3 The supplier is obliged expressly to point out any deviations of its acceptance declaration from the order. Acceptance subject to deviations is deemed a new offer, which we may accept or reject at our discretion.

1.4 Cost estimates and quotations are binding and are not to be remunerated by us unless expressly agreed.

2. Delivery, Delivery Periods and Dates

2.1 The dates specified in the order are binding for delivery.

2.2 If a delivery delay is imminent, the supplier is obliged to inform us without delay, at least in text form, stating the reasons, the expected duration of the delay and the measures taken by it to minimise the delay.

2.3 If the supplier has undertaken the erection or assembly, and where applicable also the commissioning, the supplier bears all necessary incidental costs, such as travel expenses and the provision of tools, hoists, cranes, forklifts, etc., unless otherwise agreed in the individual case. If, within the scope of overall assembly, work is to be carried out by several contractors, the

supplier undertakes to cooperate and coordinate with the other undertakings on site in such a way that all contractual deadlines can be met.

2.4 In the event of default by the supplier, we are entitled to the statutory rights. We are also entitled to demand a contractual penalty of 1% of the total order value for each week or part thereof by which the agreed delivery date is exceeded, subject to a maximum of 10% in total. The right to assert further damages remains reserved.

2.5 Unless otherwise agreed in the individual case, delivery is made DAP (named place of destination) in accordance with Incoterms® 2020.

2.6 Partial deliveries are only permitted following our confirmation in text form**.**

3. Changes after Conclusion of Contract

3.1 If, after conclusion of the contract, we require a change to the delivery item, the supplier must notify us without delay, in text form, of any resulting additional or reduced costs and any resulting effect on deadlines. The additional or reduced prices are to be determined on the calculation basis of the order.

3.2 If we do not agree with the supplier's proposal, the supplier will enter into negotiations with us on an adjustment of the contract, taking into account the mutual interests of both parties, with the aim of reaching agreement on the amended contractual terms. We will issue an order based on the amended terms in text form without delay once agreement has been reached. The supplier will then declare its acceptance of the amended offer in text form without delay.

4. Dispatch and Packaging

4.1 A delivery note must be enclosed with every delivery. This must contain the order number, delivery address, quantity of material and weight details.

4.2 Both the statutory European packaging regulations and the packaging regulations of the country of final destination must be observed. Dangerous goods must be packaged in accordance with applicable laws and labelled in accordance with the relevant classification; safety data sheets must be supplied with the goods. The packaging must be designed so that the delivery is protected against moisture, corrosion and other chemical and mechanical influences during land or sea transport and any subsequent storage for a period of at least six months.

4.3 The supplier is liable for damage occurring up to the agreed passing of risk of the delivery, in particular owing to improper packaging, during transport and during interim storage. The supplier is responsible for taking out appropriate transport insurance.

4.4 Packaging should consist of environmentally friendly materials and should, where possible, be reusable. Packaging materials should bear the customary recycling symbols. If the packaging does not meet these requirements, we are entitled to dispose of it at the supplier's expense. Reusable packaging is returned free of charge for our company. Any costs incurred will be invoiced to the supplier.

5. Passing of Risk, Acceptance

5.1 Insofar as acceptance is to take place, risk passes to us upon acceptance. Any interim tests, functional checks or similar of the delivery item do not replace acceptance. A record of the acceptance must be prepared and signed by representatives of both contracting parties.

5.2 Acceptance will not take place until all operating and assembly instructions, certificates or other accompanying documents relating to the delivery item have been handed over to us.

6. Prices, Invoicing, Assignment of Claims, Set-off

6.1 The agreed prices are binding for the entire term of the contract. Statutory value added tax must be shown separately on the invoice.

6.2 Payment is made within 14 days with a 3% cash discount, or net within 30 days following receipt of the invoice and goods and receipt of the agreed documents. We reserve the right to settle the invoice only after complete delivery, inspection and, where applicable, acceptance. The due date of the invoice presupposes that it is fully verifiable by us and that, in particular, all documents required for this purpose are available.

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

6.4 We are entitled to set off any claims to which we are entitled against the supplier against the supplier's claims against us; any restriction to undisputed or legally established claims is hereby objected to. We are entitled in full to rights of retention under section 320 BGB.

6.5 Work paid on a time basis is invoiced on the basis of time sheets. Time sheets must be prepared daily and countersigned by an authorised person before the end of the working day. The time sheet must show the order number, the place of performance, the work carried out in detail, and the number of hours worked, broken down into normal working time, overtime, Saturday and Sunday work, and work on public holidays. Where travel time **is remunerated,** it must be shown separately. The signing of time sheets does not constitute an acknowledgement of any (additional) obligation to pay remuneration, but merely serves to establish the actual scope of the services rendered.

7. Warranty, Acceptance of the Delivery Item

7.1 Insofar as we are subject to the duty of inspection and notification under section 377 of the German Commercial Code (HGB), we must notify the supplier of a defect in text form within ten working days of carrying out the incoming inspection in the case of obvious defects, or after discovery in the case of hidden defects. The supplier must confirm receipt of the notice of defects to us without delay in text form.

7.2 The supplier warrants the suitability of the delivery item for the purpose of use specified by us. The supplier further warrants that the delivery item corresponds to the latest state of the art.

7.3 The supplier guarantees that the delivery item or service is free of defects, in particular with regard to material, manufacture, the content of operating and assembly instructions and programming (in the case of software). The supplier guarantees that no third-party industrial property rights (in particular no patents, utility models, trademarks or copyrights) are infringed by the delivery item or the performance of the service.

7.4 In the event of a defect, we are entitled to the statutory claims with the following modifications. If the contract is a contract for work, the right to choose between remedying the defect and producing a new work under section 635(1) BGB lies with us; in exercising this right of choice, we will give reasonable consideration to the supplier's interests. Irrespective of the type of contract specifically concerned, the supplier will, without delay after receipt of the notice of defects, make every effort to remedy a defect or to deliver a defect-free item/produce a new work; where necessary, it will also deploy additional personnel or resources for this purpose. Should it not be possible to remedy the defect or to deliver a new, defect-free item within a reasonable period, we are entitled to remedy the defect ourselves even where this is not provided for by law. This right applies to us in any event where operational safety is jeopardised and such risk cannot otherwise be eliminated within a reasonable period. Where operational safety is jeopardised, we are obliged to inform the supplier without delay after initiating self-remedial measures. If immediate remedy of the defect is not possible, the supplier must, without delay and at its own expense, establish provisional measures and maintain them until the defect is finally remedied, in order to keep interruptions to use to a minimum. If a defect of the same kind occurs despite repeated remedial attempts, or if it is to be presumed that other parts of the delivery are also affected by the defect, the supplier is obliged to remedy the underlying cause of the defect free of charge by suitable measures, e.g. by way of a modified design or construction, other materials or additional equipment. Where parts

are replaced or a defect-free item is redelivered, the warranty period for the replaced parts or the newly delivered item begins to run afresh.

7.5 Our claims for defects in the delivery item or service become time-barred within 36 months of the passing of risk, unless a longer limitation period is provided for by law.

7.6 The supplier is obliged to keep spare parts for the delivery item in stock until the end of its normal useful life, for a maximum period of ten years after passing of risk. These must be offered to us at reasonable prices (a price increase of no more than 3% p.a.).

8. Performance of the Service, Compliance with Safety and Quality Requirements

8.1 The supplier warrants the exclusive use of new materials and that the work or services are carried out by qualified personnel.

8.2 The engagement of subcontractors requires our prior written consent. The supplier must carefully select any subcontractors it proposes to us and satisfy itself that they have the relevant competence and capacity.

8.3 The supplier is responsible for compliance with all relevant legal requirements regarding the quality and safety of the delivery item. Where applicable, the supplier is responsible for the CE marking of the delivery item.

9. Provision of Materials, Retention of Title, Objection

9.1 Materials provided by us remain our property. Processing or transformation by the supplier is carried out on our behalf. If the material to which we retain title is processed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of our item to the other processed items (purchase price plus VAT) at the time of processing. If the item provided by us is inseparably combined or mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is deemed agreed that the supplier transfers proportionate co-ownership to us; the supplier holds the sole or co-ownership in safekeeping for us.

9.2 We retain title to tools that we provide to the supplier. The supplier is obliged to use the tools exclusively for manufacturing the goods ordered by us. The supplier is obliged to insure, at its own expense, the tools belonging to us at replacement value against fire, water and theft damage.

9.3 Any extended or expanded retention of title asserted by the supplier over the delivery item is hereby objected to.

9.4 Plans, sketches, drawings or similar documents, in whatever form, that we provide to the supplier in connection with the placing of an order remaining our property. The making of copies or duplicates of any technical kind is only permitted with our prior express consent. The supplier must return the documents without delay after performance of the contractual services, even without a separate request from us.

10. Liability, Insurance, Indemnification against Claims

10.1 The supplier is liable to the extent provided by law. Any limitation of liability asserted by the supplier is hereby objected to.

10.2 The supplier is obliged to take out product liability insurance with a coverage amount of at least EUR 10 million and, at our request, to provide evidence of the existence of such insurance.

10.3 Where we are held liable by third parties for damage caused by defects in the delivery item, in particular defects of title, the supplier is obliged to indemnify us against the claims asserted upon first demand.

11. Force Majeure

11.1 In cases of force majeure, the affected party is released from its delivery obligation and from the fulfilment of other contractual obligations, as well as from any liability for damages, from the time at which the force majeure event constitutes an impediment to performance, for the duration and to the extent of that event.

11.2 Force majeure events ("Force Majeure") are events that lie outside the affected party's sphere of influence and by which that party is wholly or partly prevented from fulfilling its obligations. Force majeure exists, in particular, in the following cases:

- war, armed conflicts and hostilities or serious threat thereof, as well as civil war, riot, revolution, military or usurped power and mob violence;
- acts of terrorism, sabotage or piracy;
- lawful or unlawful acts of official authorities, official orders, rules, regulations or instructions by which the supplier is wholly or partly prevented from fulfilling its obligations;
- natural disasters such as floods, earthquakes, wildfires;
- epidemics, pandemics, endemics;

- explosion, fire or destruction of machinery, plant or production facilities, prolonged failure of transport, telecommunications or electrical means or routes;
- strikes and lawful lock-outs.

Supply difficulties and other disruptions of performance affecting the supplier's own upstream suppliers are deemed force majeure, provided that the upstream supplier is itself prevented, by a force majeure event, from rendering the performance owed by it.

11.3 The affected party will notify the other party without delay of the occurrence and expected duration of the Force Majeure event, and of its cessation, and will use its best endeavours to limit the effects of the Force Majeure event as far as possible.

11.4 Both contracting parties will consult on further action in the event of Force Majeure and will determine whether, following its cessation, the delivery items not delivered during that period are to be delivered subsequently.

11.5 Each contracting party is entitled to withdraw from the contracts affected by Force Majeure if the Force Majeure continues for more than eight (8) weeks, or if it becomes apparent that it will continue for such a period.

12. Confidentiality

12.1 The contractual agreements between the supplier and us, and all related technical and commercial details (in particular, drawings, parts lists, specifications, sketches provided, etc.), must always be kept confidential by the supplier, including after termination of the business relationship. Reference may be made to the business relationship with our consent. This also applies to publications and use as a reference.

12.2 The supplier must impose corresponding confidentiality obligations on its employees and staff and on any third parties engaged by it.

13. Information Security/Cybersecurity

13.1 The supplier must take appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity and availability of its operations as well as of its deliveries and services. These measures should be in line with industry practice and include an appropriate information security management system in accordance with standards such as ISO/IEC 27001 or IEC 62443 (where applicable).

13.2 Where deliveries or services include software, firmware or chipsets:

13.2.1 the supplier will implement appropriate, industry-standard standards, processes and methods in accordance with standards such as ISO/IEC 27001 or IEC 62443 (where applicable) to prevent, identify, assess and remedy any vulnerabilities, malicious code and security-relevant events in the deliveries and services;

13.2.2 the supplier will offer repair, update, upgrade and other maintenance services and provide patches to remedy vulnerabilities for the period of a reasonable service life of the deliveries and services;

13.2.3 the supplier will provide us with a bill of materials showing all third-party software components used in the deliveries and services. Third-party software components must be up to date at the time of delivery;

13.2.4 we are entitled, but not obliged, to test the deliveries and services for malicious code and vulnerabilities at any time, ourselves or through third parties, with the supplier providing reasonable support.

13.3 The supplier will inform us without delay of all security-relevant events that have occurred or are suspected and that affect the supplier's operations or the deliveries or services, where and to the extent that we are actually or are likely to be materially affected.

13.4 The supplier will take appropriate measures to impose obligations corresponding to those in this clause 13 on its subcontractors and suppliers within a reasonable period.

13.5 At our request, the supplier will confirm its compliance with the provisions of this clause 13 by means of written evidence, including generally recognised audit reports (for example SSAE-16 SOC2 Type II).

14. Code of Conduct

The public perception of our company is significantly shaped, among other things, by the conduct, actions and behaviour of each of our suppliers. Every supplier to our company shares responsibility for ensuring that the company meets its social responsibility worldwide. The Code of Conduct is binding on our suppliers. It is available at www.neuenhauser.de .

15. Applicable Law and Place of Jurisdiction

15.1 The contractual relationship between us and the supplier is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

15.2 The exclusive place of jurisdiction is Nordhorn (Germany). We reserve the right to bring proceedings against the supplier at another place of jurisdiction of our choosing.

16. Final Provisions

16.1 The place of performance for payments to be made by us is our registered office. The place of performance for services to be rendered by the supplier arises from the specific agreements in each individual case.

16.2 Should individual provisions of these General Terms and Conditions of Purchase be wholly or partly invalid, the validity of the remaining provisions is unaffected. In the case of multilingual contractual texts and documents, the German version is binding in the event of doubts of interpretation.

Neuenhaus, May 2026