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2. General Provisions

The Purchaser's General Terms and Conditions of Purchase shall apply exclusively. Any terms and conditions of the Contractor that conflict with or deviate from these Terms and Conditions shall not be recognized unless the Purchaser has expressly agreed to their applicability in writing. These Terms and Conditions shall also apply if the Purchaser, with knowledge of conflicting or deviating terms of the Contractor, accepts the delivery without reservation.

3. General Requirements

Internally and in cooperation with our suppliers, we place a high priority on occupational health and safety, energy efficiency, environmental protection, social responsibility, compliance, and adherence to applicable codes of conduct.

The following principles therefore form the basis of cooperation with our suppliers. We expect you and your employees to observe these principles and to integrate them sustainably into your decision-making and operational processes. The order of the individual points does not reflect their importance.

- No person may be harmed in the proper execution of their duties. Protection of personal integrity must be the highest priority of company management and supervisors.
- Active and continuously developing occupational health and safety measures (including, inter alia, the provision of required personal protective equipment) form the basis for preventing health impairments.

- The regular identification of all applicable laws, regulations, and requirements and their strict compliance ensure full conformity with normative requirements.
- Social and environmental aspects must also be considered when assessing operational activities (principle of sustainability).
- Fundamental human rights and the principle of equal treatment must be respected. Child labor is strictly prohibited; bullying must be actively prevented.
- Fair remuneration by the Contractor shall be ensured in accordance with applicable national legislation.
- Freedom of assembly for employees must be guaranteed on company premises within the framework of applicable national law.
- Employees shall not suffer any disadvantage as a result of safeguarding employee interests, e.g. through collective bargaining.
- Any form of corruption, bribery, or acceptance of bribes must be unequivocally rejected and actively combated by appropriate measures.
- Minerals and raw materials such as tungsten, tantalum, gold, silver, tin, rare earths, or ores such as coltan must not originate from civil war or conflict regions. Proof of conflict-free sourcing may be required.
- Continuous promotion and professional development of employees are essential to the future viability of the company.
- Continuous analysis and reduction of energy consumption help avoid waste and promote sustainable business practices, including the increasing use of renewable energies and resource-efficient use of raw materials.
- We are entitled to process and store data received in connection with the business relationship concerning the Contractor and, where applicable, its subcontractors, in accordance with German data protection law, insofar as this is necessary and legally permissible for contract performance. The Contractor hereby acknowledges and consents to the collection, storage, processing, and use of personal data in accordance with the EU General Data Protection Regulation (GDPR). Such data may also be transferred to affiliated companies of Zeulenroda Presstechnik for the purpose of maintaining and processing proper business operations and payment transactions. Applicable statutory and internal data protection provisions shall be observed. The Contractor shall ensure that its employees, agents, and involved subcontractors are bound accordingly to these General Terms and Conditions of Purchase.

4. Purchase Orders

Purchase orders shall only be binding if issued or confirmed in writing by the Purchaser. Any ancillary agreements or amendments require written confirmation by the Purchaser. Each purchase order must be confirmed by the Contractor in writing without delay. Upon confirmation, or upon commencement of contract performance or delivery in the absence of confirmation, the Purchaser's Terms and Conditions shall be deemed accepted. Ownership of the goods shall transfer to the Purchaser upon delivery.

4.1. Amendments and Additional Services

Services outside the agreed scope of performance, in particular additional work, amendments, or ancillary costs (e.g. travel time, accommodation, meals, transport), must be notified to the Purchaser in writing prior to execution and itemized transparently and verifiably. Payment obligations shall only arise following the Purchaser's explicit written approval. Any unreported or unapproved additional costs shall be deemed not commissioned and shall not be reimbursed.

5. Prices and Insurance

Prices shall apply Delivered At Place [DAP] to the Purchaser's receiving plant, including packaging. Unless otherwise agreed, transport insurance shall be arranged and paid for by the Purchaser.

Costs for additional insurance (e.g. breakage, fire, theft, water damage, or other risks) shall only be borne by the Purchaser if expressly agreed.

6. Invoicing and Payment

Invoices must be submitted immediately after delivery and must not be enclosed with the shipment.

Unless otherwise agreed in writing, invoices shall be payable within 14 days less a 3% cash discount, or within 30 days net.

The payment period shall commence only after complete and defect-free delivery or performance and receipt of the invoice. If acceptance certificates, material certificates, or other documents are required, invoice maturity shall occur only upon complete receipt of such documents by Zeulenroda Presstechnik.

For work services, invoices shall become due only after written acceptance by Zeulenroda Presstechnik.

Payments shall always be made subject to invoice verification and shall not constitute acceptance of proper delivery or waiver of defect claims pursuant to § 377 German Commercial Code [HGB].

Assignment of claims against Zeulenroda Presstechnik is excluded.

Rights of set-off and retention shall apply to the Purchaser to the extent permitted by law.

7. Delivery Periods and Delivery Dates

If the Contractor becomes aware that agreed delivery dates or periods cannot be met, the Purchaser must be notified immediately in writing, stating the reasons and expected

duration of the delay. In the event of default, statutory provisions shall apply without the need for further notice or grace period.

In the event of delay, the Purchaser shall be entitled to withdraw from the contract without setting an additional deadline and to claim damages.

Early delivery requires the Purchaser's prior written consent. The agreed payment date shall remain unaffected. Any price reductions effective up to the agreed delivery date may be claimed by the Purchaser.

8. Force Majeure

In the event of force majeure or extraordinary events, the Purchaser may withdraw from the contract in whole or in part or request performance at a later date, without giving rise to any claims for damages by the Contractor.

9. Shipment

Shipment shall be carried out in compliance with applicable shipping regulations to protect against quality impairment.

Each delivery, shipping notice, and invoice must state the order date, purchase order number, and part number. Partial or residual deliveries must be clearly marked. The Contractor shall be liable for all costs incurred due to non-compliance with shipping regulations or incorrect addressing. If shipment is carried out by a carrier appointed by the Purchaser, any fault by such carrier shall not be attributed to the Purchaser.

10. Weights

Any weight exceeding the contractually agreed maximum weight shall not be remunerated. For accepted excess deliveries, either the contract price or the current market price shall apply at the Purchaser's discretion.

11. Warranty

The Contractor warrants that the goods comply with contractual specifications and are free from defects that impair value or suitability for ordinary or contractually intended use.

The warranty period shall commence upon commissioning at the end customer and shall be 24 months. For repaired or replaced parts, the warranty period shall restart.

Any defects reported during the warranty period shall be remedied without delay. If remediation is impossible or unreasonable, the Purchaser may demand replacement free of defects. All associated costs, including ancillary expenses (e.g. freight), shall be borne by the Contractor.

If the Contractor fails to fulfill warranty obligations or in urgent cases, the Purchaser may remedy defects at the Contractor's expense, including self-replacement or third-party replacement. Rights to rescission, price reduction, or damages remain unaffected.

If defects are attributable to fault or absence of warranted characteristics, the Contractor shall also compensate for consequential damages not affecting the goods themselves.

12. Patent Infringement

The Contractor shall indemnify and hold the Purchaser harmless against all claims asserted by third parties arising from intellectual property or copyright infringements related to the use, sale, or lease of the delivered goods.

13. Contract Manufacturing / Labor Services

Personnel provided by the Contractor shall be subject to the Purchaser's General Plant Regulations. Labor services shall only be remunerated if attendance has been confirmed by the Purchaser.

14. Confidentiality

The Contractor shall maintain strict confidentiality regarding all processes, facilities, systems, documents, and information of the Purchaser and its customers, even after completion of the contract.

All drawings and documents remain the property of the Purchaser and must be returned free of charge after completion of the order. The Contractor shall be liable for all damages arising from any breach of this obligation.

15. Assignment and Claims

Claims against the Purchaser may only be assigned with the Purchaser's prior written consent.

16. Place of Performance and Jurisdiction

The place of performance for all deliveries shall be the destination specified by the Purchaser.

The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Gera, Germany.