

# General Terms and Conditions of Purchase of FENECON GmbH

Dated March 16, 2026

## 1. General regulations

1.1 These General Terms and Conditions of Purchase (GTCP) apply to all contracts, orders, and requests for proposals issued by FENECON GmbH. They also apply to all future deliveries, services, or offers made to the Client, even if they are not specifically agreed upon again.

1.2 The terms and conditions of the supplier (Contractor) or third parties shall not apply. These General Terms and Conditions shall apply exclusively even if the Client orders the Contractor's delivery or service while being aware of the Contractor's or third parties' terms and conditions.

## 2. Contractual provisions and their order of precedence

The following order of priority applies to the nature and scope of the mutual deliveries and services:

the individual contract concluded between the Client and the Contractor based on these General Terms and Conditions by

- order document
- frame order;
- these General Terms and Conditions.

## 3. Order, Quote, Request for Proposal

3.1 Only written orders from the Client are binding. Verbal side agreements regarding the order are binding only if the Client confirms them in writing.

3.2 The Contractor is obligated to confirm the order in writing with an order confirmation without delay, but no later than within 5 business days. The order confirmation must include the order number, FENECON item number, price, net weight, country of origin, and customs tariff number. The Contractor must strictly adhere to the specifications and wording of the order or request for proposals in its offer. If the Contractor considers deviations from the specifications set forth in the request for proposals necessary, e.g., due to errors or inconsistencies, he must expressly notify the Client thereof.

3.3 The preparation of cost estimates, quotes, proposal presentations, and requests for proposals - including any preliminary work - is free of charge for the client.

3.4 If the Contractor engages subcontractors to perform the services, the Contractor must inform the Client of which subcontractor(s) is/are to be engaged. Furthermore, the Contractor's obligations to the Client remain unaffected by the engagement of subcontractors.

3.5 The Client may, within reasonable and fair limits, demand changes to the nature and quantity of the goods and services to be delivered, adjusting the consideration at its reasonable discretion, provided that such changes are reasonable in light of the Contractor's interests. The changes must not be such that it can reasonably be assumed that the Contractor would not have entered into the contract had it been informed of the changes in advance. Any change must be made in writing.

3.6 Either party may request that the other party provides the names and contact information of one or more contact persons prior to the conclusion of the contract.

3.7 The Contractor is not authorized to make partial deliveries without prior written confirmation.

#### **4. Handling of goods deliveries**

4.1 The delivery time (delivery date or deadline) specified by the Client in the order or otherwise agreed upon is binding. Early deliveries are not permitted unless otherwise agreed in writing between the Client and the Contractor. The delivery must correspond to the order in terms of type, quantity, and schedule. Upon delivery, the Contractor must take into account local holidays at the destination as well as the goods acceptance times specified in the order document.

4.2 The Contractor is required to add shipping documents to the deliveries (in particular packing slips, delivery notes, or copies of invoices) from which can be read the Contractor's name and address, FENECON order number, FENECON item number, net weight, country of origin, customs tariff number, invoice value of the shipment, and the Contractor's VAT identification number, as well as—where applicable—information on any hazardous materials contained therein, the number of packages, the mode of transport, and the destination. In addition, the Contractor must attach quality certificates/test reports (preferably in digital form) and—where applicable—basic or extended safety data sheets to the shipping documents.

4.3 The Contractor is required to submit a supplier's declaration once a year without being asked. In the event of changes in the origin of the goods, the Contractor must include the current supplier's declaration with the respective shipment.

4.4 The delivery dates specified in the order or any other agreed delivery time are binding contractual deadlines. The Contractor is obligated to notify the Client immediately in writing, stating the reasons, as soon as it becomes apparent that the Contractor will be unable to meet its contractual obligations—in particular the delivery

time—or that completion within the agreed performance period is unlikely. The Contractor must submit proposals to the Client for avoiding or minimizing the delay. The occurrence of delay remains unaffected.

4.5 The Contractor may invoke the failure of the Client to provide necessary documents only if the Contractor has not received such documents within a reasonable period of time despite a prior written request.

4.6 Signing the delivery note does not constitute acceptance of the delivered goods as being in accordance with the contract.

4.7 At the Client's request—for example, for operational reasons—the Contractor must suspend or temporarily postpone all work. In such a case, the parties to the contract shall meet to discuss the resulting financial and other consequences. The Contractor's statutory rights arising from the Client's default remain unaffected.

4.8 Acceptance of a late delivery does not constitute a waiver of any claims that may arise as a result of the delay.

4.9 Upon delivery to the Customer, ownership of the goods passes to the Customer. This does not affect the Contractor's simple retention of title.

## **5. Packaging, Shipping, Costs and Labeling of Items**

5.1 As a general rule, deliveries are made DDP (Delivery Duty Paid) in accordance with the International Chamber of Commerce (ICC) rules for the interpretation of national and international trade terms (INCOTERMS) in effect at the time the contract is concluded, to the destination specified by the Client in the order. Nevertheless, the contracting parties may agree on a different shipping method in accordance with INCOTERMS. If the Contractor assumes responsibility for transporting the deliveries, the Contractor shall endeavor to keep transportation costs as low as possible. When agreeing to delivery terms ex works (EXW) or free carrier (FCA), the Contractor shall rely on the transportation service providers or on the coordination of the transport by the Client's logistics department. In advance, the Contractor must provide the Client with a notification of readiness for shipment, including the provision of packing data.

5.2 The Contractor is responsible for complying with the specified shipping instructions. The Client is entitled to refuse acceptance of shipments if proper shipping documents are not available on the day of receipt or if the Client's order number is not listed or is not listed completely in the shipping documents. A refusal of acceptance for the aforementioned reasons does not constitute a delay in acceptance; the costs of the refusal of acceptance shall be borne by the Contractor.

5.3 The Contractor shall endeavor to standardize the packaging of deliveries, e.g., by using a uniform pallet size. The Contractor is obligated to reduce any waste generated during delivery as much as possible or to use standardized, reusable packaging types whenever possible.

5.4 The Contractor must package the deliveries in such a way as to prevent damage during transport and to ensure that truck transport and the associated handling of goods can be carried out without difficulty. In particular, the Contractor must seal the packaging units in such a way as to prevent the ingress of rainwater and dirt. If the Contractor fails to comply with this obligation, it shall be liable in accordance with Section 12.2.

5.5 Unless the customer provides a different shipping address, the following address applies: FENECON GmbH Gewerbepark 6 94547 Iggenbach

5.6 The Contractor has to clearly label the delivered goods so that the Client can easily identify them.

5.7 If the return of packaging, pallets, drums, etc., has been agreed upon, this will be provided free of charge to the client.

## **6. Provision of services**

6.1 The Contractor shall perform its services under its own responsibility. Services to be performed on the Client's premises or those of an affiliated company must not interfere with the Client's operations or those of third parties any more than is unavoidable. The Contractor must comply with the instructions of the Client or its representatives in this regard. This applies in particular to instructions issued by the Client for safety reasons.

6.2 The service must correspond to the order in terms of execution, scope, and structure. The Contractor shall deliver and transfer to the Client all services and documents to be produced by the Contractor under the contract (e.g., expert opinions, organizational charts, drafts, drawings, schedules and calculations, computer systems and programs). The Contractor grants the Client an exclusive, irrevocable, transferable right of use to the services and documents created by the Contractor, even in the event of early termination of the contract. The right of use includes the Client's authority to modify, use, or exploit all services and documents. Upon payment of the contract price, all claims of the Contractor arising from the grant of the rights of use, exploitation, and modification shall be settled.

6.3 The Contractor must include its supplier number and the Client's order number on all correspondence, documents, and invoices. In addition, the Contractor must attach proof of performance and, where applicable, quality certificates/test reports.

6.4 The Client reserves the right to monitor and inspect the progress of the work, its performance in accordance with the contract, and the materials used. The Contractor shall provide the Client with all requested information. The inspections conducted by the Client do not release the Contractor from its warranty obligations and liability.

6.5 Payments and the Client's acknowledgments of receipt on service records do not constitute acceptance by the Client and do not affect the Client's liability and warranty claims.

6.6 Acceptance of a delayed service does not constitute a waiver of any claims that may arise as a result of the delay.

## **7. Environmental Protection, Safety, Health and Quality, Third-Party Rights**

7.1 In performing its services, the Contractor must take the necessary measures to prevent accidents and, in particular, must comply with the provisions of the Occupational Safety and Health Act, the Act on Technical Work Equipment, the relevant accident prevention regulations, the regulations on hazardous substances, and, in addition, generally accepted safety and occupational health rules. The foregoing obligations apply to the delivery of goods.

7.2 The goods delivered and/or services provided by the Contractor must comply with all applicable legal and regulatory requirements, as well as the Client's internal rules and regulations. Upon first request, the Contractor shall indemnify the Client against all damages and costs (including legal fees) resulting from a culpable violation of legal provisions.

7.3 The Contractor shall provide the goods and services in a timely manner and free of defects, in accordance with the current state of the art.

7.4 Upon receiving the order, the Contractor must, without being asked, inform the Client whether and to what extent the goods to be delivered contain hazardous substances as defined by EU Directives 2011/65/EU and 2015/863/EU (Directive on the Restriction of the Use of Certain Hazardous Substances – "RoHS").

7.5 The Contractor must inform the Client of its own accord if the goods to be delivered contain chemical substances as defined by EU Regulation No. 1907/2006 (Registration, Evaluation, Authorization and Restriction of Chemicals, "REACH").

7.6 The Contractor shall ensure that its deliveries and services are free from any third-party rights. In particular, the Contractor shall ensure that the deliveries and services do not infringe upon the intellectual property rights (in particular patent rights, utility model rights, design rights, and copyrights) of third parties. The Contractor shall indemnify the Client against any expenses and damages (including reasonable legal costs) arising from a breach of the obligations under this Section 7.6. The aforementioned indemnification shall not apply to the extent that the infringement is based on case-

specific specifications provided by the Client, in particular detailed drawings, and the Contractor did not recognize or, despite examination, could not have recognized that these specifications would lead to an infringement of third-party rights.

## **8. Storage and Delivery of Documents**

The Contractor must retain all documents relating to the performance of the contract within the statutory time limits so that the expenses incurred and obligations assumed can be verified at any time. If the Client has a legitimate interest, the Contractor must, upon request, provide the Client with copies of all documents relating to the contract, unless such documents are not intended for disclosure to the Client due to internal business policies.

## **9. Pricing, Billing, and Payment**

9.1 The price stated in the order for the delivery of goods and services is a binding fixed price plus sales tax. Costs associated with the delivery of goods, such as transportation and customs clearance, must be itemized separately by the Contractor in invoices as part of the fixed price. Each invoice must show the statutory sales tax separately. Proper and verifiable invoices must be sent to the billing address specified in the order after delivery or performance has been completed, separated by order. Order numbers must be indicated, and all supporting documentation (parts lists, work records, measurements, etc.) must be attached. Invoices for partial deliveries/services must be marked "Partial Delivery Invoice" or "Partial Service Invoice," and final invoices must be marked "Final Delivery Invoice" or "Final Service Invoice."

9.2 Payments are due 30 calendar days after the contractual service has been rendered and receipt of an invoice together with supporting documentation in accordance with Section 9.1, with a 3% discount, or 60 calendar days after receipt of an invoice together with supporting documentation in accordance with Section 9.1, unless otherwise agreed in the individual contract (order form). A payment made by the Client shall not be deemed an acknowledgment.

## **10. Set-off and Prohibition on Assignment**

10.1 The Client is entitled to set-off and retention rights to the extent permitted by law. The Contractor is entitled to set off and exercise a right of retention only if the counterclaim has been acknowledged or has been established by a final and binding judgment.

10.2 Any assignment or other transfer of the Contractor's rights and obligations outside the scope of § 354a of the German Commercial Code (HGB) requires the Client's prior consent to be effective.

## **11. Warranty against defects**

11.1 The statutory warranty provisions apply, unless otherwise specified below.

11.2 The statutory provisions apply to the buyer's obligations to inspect and give notice of defects, subject to the following condition: the buyer's obligation to inspect is limited to defects that become apparent during the incoming goods inspection through a visual examination, including a review of the shipping documents and the buyer's quality control (e.g., damage during transport, incorrect or short deliveries). In all other respects, the extent to which an inspection is reasonable under the circumstances of the individual case and in the ordinary course of business shall be decisive. A notice of defects by the Customer shall in any event be deemed to have been given without delay and in a timely manner if it is sent within ten business days of discovery or, in the case of obvious defects, from the date of delivery.

11.3 Rectification must be carried out in a manner that takes into account the Client's operational needs. Instead of rectification, the Client may demand a price reduction in accordance with the statutory provisions on reduction (§ 441 BGB), without the conditions for rescission having to be met.

11.4 Upon first request, the Contractor shall indemnify the Client against all claims by third parties arising from defects, infringement of third-party intellectual property rights, or product damage related to the Contractor's delivery or service, to the extent that the Contractor is at fault.

11.5 Upon receipt by the Contractor of the Client's written notice of defects, the statute of limitations on warranty claims is suspended until the Contractor rejects the Client's claims, declares the defect to have been remedied, or otherwise refuses to continue negotiations regarding the claims. In the event of a replacement delivery or rectification of defects, the warranty period for the replaced or repaired parts begins anew.

11.6 If any parts of the subject matter of the contract are modified or replaced with different parts under the warranty, the Contractor shall replace the spare and replacement parts located at the Client's premises at its own expense.

11.7 In the event of cancellation, the Contractor shall bear the costs of dismantling/removal and return shipping, and shall be responsible for disposal.

## **12. Contractor's Liability and Contractual Penalty**

12.1 The Contractor shall be liable for any breach of its contractual obligations in accordance with the provisions of law, unless otherwise agreed below.

12.2 The Contractor shall be liable for any breach of its obligations under Section 5.2 for damages attributable to unsuitable cargo packaging. Liability shall be governed by Section 414 of the German Commercial Code (HGB). This applies to the entire route of transport communicated to the Contractor.

12.3 The Contractor shall be equally liable for the negligence of its legal representatives, employees, and other agents and subcontractors.

12.4 The Contractor is liable for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by the Contractor, and is obligated to indemnify the Client against any resulting liability.

12.5 In the event of culpable delays in delivery or in the performance of services, the Client may, following prior written notice, demand a contractual penalty of 0.2% for each calendar day of delay (or part thereof), up to a maximum of 5% of the gross contract value. The contractual penalty shall be offset against the damages for delay to be compensated by the Contractor. The Client is entitled to offset forfeited contractual penalties against the next payment installment due.

### **13. Client Liability**

13.1 The AG has unlimited liability for willful misconduct and gross negligence.

13.2 The Client shall be liable for simple negligence—except in cases of injury to life, limb, or health—only to the extent that material contractual obligations are breached; that is, obligations arising from the nature of the contract, the fulfillment of which is essential for the proper performance of the contract and on whose observance the Customer may reasonably rely (so-called cardinal obligations). In this case, liability is limited to the damage that the Client foresaw as a possible consequence of the breach of contract at the time the contract was concluded, or that the Client should have foreseen, taking into account the circumstances of which the Client was aware or should have been aware.

13.3 To the extent that liability is excluded or limited under the preceding paragraph, this also applies to the personal liability of the Client's employees, workers, representatives, officers, and agents.

### **14. Insurance**

14.1 To cover the typical risks associated with the contract, in particular statutory liability claims arising from personal injury as well as property damage and financial loss, the Contractor must maintain general liability insurance with coverage limits appropriate to the contract value and liability risk and provide proof thereof to the Client upon request. In the case of a contract, proof must be enclosed with the order confirmation or submitted within 14 days. Failure to submit proof within the specified time limit entitles the Client to withdraw from the contract.

14.2 If, upon the Client's request, the Contractor fails to provide proof of adequate insurance coverage, the Client shall be entitled, after setting a reasonable deadline, to withdraw from the contract with immediate effect or to terminate the contract.

## **15. Termination of the contract**

15.1 The Client is entitled to withdraw from or terminate the contract in accordance with the applicable legal provisions.

15.2 In the event of withdrawal or termination, the Client may require the Contractor to surrender all parts, materials, etc., that have been manufactured or purchased for the order, whether in whole or in part.

## **16. Corporate Governance: in particular, combating bribery, embezzlement, and money laundering, and compliance with sanctions**

16.1 The Contractor is obligated to comply with all national and international trade laws and regulations applicable to the deliveries and services, including, but not limited to, antitrust laws, trade control regulations, and sanctions regulations.

16.2 The Contractor is obligated to comply with all laws and regulations applicable to the goods and services in connection with the prevention of bribery, breach of trust, and corruption, as well as money laundering, including, but not limited to, the laws of the countries in which the Contractor operates, in particular the anti-corruption laws of the United Kingdom (UK Bribery Act) and the United States (U.S. Foreign Corrupt Practices Act – FCPA). The Contractor shall not engage in any activities, practices, or conduct that would constitute a criminal offense under applicable laws.

16.3 The Contractor shall apply its own policies and procedures to ensure compliance with the laws, rules, and standards referred to in Sections 16.1 and 16.2. It shall maintain these to ensure that it, its employees, agents, suppliers, and (sub)contractors providing goods and services pursuant to or in connection with these General Terms and Conditions comply with and, where applicable, enforce them.

16.4 At the Client's request, the Contractor must at any time demonstrate compliance with this Section 16 by providing the documents and data requested by the Client, as well as any other reasonable means requested by the Client.

16.5 The Contractor shall notify the Client of any breach or failure to comply with obligations under this Section 16 as soon as it becomes aware of such an event. A violation of this provision shall be deemed a material breach of these General Terms and Conditions.

16.6 If, despite all measures and guidelines implemented by the Contractor and the Client, a violation of money laundering laws or anti-corruption laws is discovered, the Contractor is obligated to investigate the matter. The Contractor shall provide the Client with relevant records and documents in accordance with the duty of cooperation defined herein.

16.7 The Client reserves the right, in individual cases, to verify the Contractor's compliance with the legal requirements set forth in this Section 16.1, including, for example, on-site inspections and review of relevant documents. The Contractor shall actively assist the Client in this regard.

## **17. Ethics and Sustainable Development, Supply Chain Due Diligence**

17.1 The Contractor acknowledges its social responsibility toward sustainable development. The SCoC is an integral part of all contracts between the Client, the Contractor, and its subcontractors. The Client reserves the right to verify compliance with the minimum standards of the SCoC, e.g., through self-assessment questionnaires, information from third parties, submission of certificates, and on-site inspections.

17.2 The Contractor shall ensure and guarantee that its suppliers, direct suppliers, and subcontractors undertake the same obligations as set forth in Section 17.1.

17.3 Upon the Client's request, the Contractor must provide, free of charge and without delay, a self-declaration regarding compliance with these obligations within its organization and must also provide the Client with any (additional) information requested in this regard. In the case of a contract spanning several years, the Client may also require the Contractor to update this information on a regular basis.

17.4 The Client reserves the right, in individual cases, to verify the Contractor's compliance with the obligations set forth in Section 17.1 or to have such compliance verified by third parties. These verification rights include, in particular, on-site inspections and reviews of relevant documents. The Contractor shall actively support the Client in this regard, in particular by granting access during normal business hours and providing documents. The Contractor shall make reasonable efforts to ensure that the Client is granted the rights specified in this Section 17.5 with respect to both direct and indirect suppliers as well.

## **18. Publication and Advertising**

18.1 The Contractor is not permitted to evaluate or disclose the business relationship with the Client in publications or for advertising purposes

18.2 Exceptions are permitted only by written agreement.

## **19. Confidentiality**

19.1 The Client and the Contractor agree to treat the contents of the contract and all information received in connection with the performance of this contract as strictly confidential and not to disclose such information to any third party, unless such disclosure is necessary for the proper performance of the contract, including its approval by the supervisory bodies of the contracting parties. This applies in particular to customer data; data on potential customers; supplier/dealer data; documents,

illustrations, drawings, calculations, and other materials that the Contractor has received from the Client.

19.2 The Contractor undertakes to expressly require its employees and any third parties engaged in connection with the provision of its goods and services to comply with Section 19.1.

19.3 To the extent that information is disclosed to third parties, such disclosure must be limited to the extent necessary to fulfill the aforementioned exceptions, and such third parties must, in turn, be required to maintain the confidentiality of the information received.

19.4 Each contracting party is entitled to disclose confidential information if and to the extent that it is required to do so by law or pursuant to an order from a government agency or court. In such cases, the contracting party must ensure that the information in question is marked as confidential.

19.5 Excluded from the foregoing provisions are the disclosure of information to affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), which are in turn obligated to maintain the confidentiality of the information received, and information that is publicly known at the time the contract is concluded or is subsequently made public, provided that such disclosure does not result from a breach of confidentiality obligations. This confidentiality obligation shall remain in effect even after the termination of the contract.

## **20. Privacy Policy**

20.1 The personal data collected by the Client in connection with the order and its fulfillment is stored and processed automatically by the Client. It is processed and used exclusively for the purposes of this contractual relationship (e.g., for invoicing and customer service) in compliance with the applicable data protection provisions of the EU General Data Protection Regulation (GDPR). No further collection, processing, or use of the data for any other purpose shall take place unless the Contractor has provided express consent to such use.

20.2 To the extent that the Contractor becomes aware of personal data pertaining to the Client's employees or customers in the course of performing the contract, the Contractor undertakes to maintain data confidentiality in accordance with applicable laws. The Contractor warrants that, in performing the work, it will employ only those employees who have signed a written confidentiality agreement after having been made familiar with the data protection provisions relevant to them.

## **21. Miscellaneous**

21.1 The language of the contract is German. German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2 If the Contractor is a merchant as defined by the German Commercial Code, a legal entity under public law, or a special fund under public law, the Client's place of business shall be the exclusive venue for all disputes arising directly or indirectly from the contractual relationship. In addition, the Client is entitled to bring an action before the court having jurisdiction at the Contractor's place of business.

21.3 Any amendments or additions to the individual contracts and their components, including these General Terms and Conditions, must be made in writing. This also applies to the written form requirement itself.

21.4 If any provision of these terms and conditions is or becomes invalid or unenforceable, the contract as a whole and the remaining provisions of these terms and conditions shall remain in full force and effect. The parties are obligated to replace the invalid or unenforceable provision with an economically equivalent provision from the time such invalidity or unenforceability arises, taking into account the interests of both parties. The same applies to any gaps in the terms and conditions.