

# General Purchasing Conditions (AEB) pro-beam Group (December 2024)

## I. General Information

1. These General Purchase Conditions ("AEB") shall apply to all purchases made by pro beam GmbH & Co. KGaA (hereinafter: "we", "us") from our Suppliers (hereinafter: "Supplier"). These terms and conditions apply exclusively. The terms and conditions of our Supplier have no effect even if they were not expressly opposed in a specific case. Deviating, contrary or supplementary terms and conditions of the Supplier only become an integral part of the program if and to the extent to which we expressly agreed to their validity in writing. This requirement of consent applies in any case, for example even if the Supplier refers to their own terms and conditions in the course of the order confirmation and we do not expressly object to them.
2. In the event of an ongoing business relationship, these conditions apply to all future transactions with the Supplier unless otherwise agreed.
3. As long as no other written agreement is arranged, these terms and conditions apply also to future similar contracts in the version valid at the time of our order and/or in any case in the version last communicated to the Supplier, without any requirement on our part to refer to them once more.

## II. Conclusion of Contract/Subject of Agreement

1. Supply contracts (order and acceptance) as well as changes and amendments thereto must be prepared and made in writing. Delivery requests may be communicated orally or by way of data transmission. Orders, agreements and changes are binding only if and to the extent that they are made or confirmed by us in writing, by facsimile or electronically. We are bound by orders for a period of two weeks; the Supplier is bound by their offers for a period of one month. The supply contract does not have effect until we have confirmed the Supplier's offer in writing. Any correspondence must be directed to our management and/or designated contacts. Arrangements made with our employees that give rise to agreements amending items of the contract are subject to the express written confirmation of our management or designated contacts and must take the form of an addendum to the contract. Orders and delivery requests are deemed to have been accepted unless the Supplier objects in writing within two weeks of receipt. However, we, too, are entitled to object, within an additional week, unless the Supplier has previously declared its acceptance in writing.
2. The Supplier shall treat the conclusion of the contract as confidential. They must only use us as a reference with our prior written consent. The Supplier must hold in confidence any information made available to them in connection with the execution and implementation of the contract unless such information is or becomes public knowledge. The Supplier's confidentiality obligation under sentence 3 shall continue to apply after the execution of the contract.
3. The Supplier is obligated, upon our request, to make changes to the construction and/or design of the object of supply to a reasonable extent. The effects of such changes, especially with regard to added or reduced expenses and the delivery date, must be addressed by mutual agreement.
4. The Supplier is obligated to deliver the object of supply to the location we designate (place of use). Any costs incurred, including but not limited to transportation, packaging and insurance, are borne by the Supplier unless otherwise agreed in writing. The respective place of use shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
5. Cost estimates, specimen and samples are binding in nature and provided free of charge unless otherwise agreed in writing.

## III. Prices and Terms of Payment

1. The agreed prices represent fixed rates and are stated exclusive of respectively applicable VAT, "free place of use," duty paid and including packaging and shipping costs. Whenever a rate is agreed to be "ex works" or "ex warehouse," we are liable only for the cost of the least expensive shipping option. All costs incurred up until the delivery to the carrier, including loading and carriage, are borne by the Supplier. The agreement as to the place of performance is not affected by the nature of pricing. We reserve the right to accept deliveries that exceed or fall short of the intended volume. We make payment within 30 days from invoice receipt (or on the following working day) at a discount of 3 %, within 60 days from invoice receipt (or on the following working day) at a discount of 2 % or within 90 days from invoice receipt (or on the following working day) in the net invoice amount.
2. Payments are made by money transfer. Their timeliness is determined on the basis of the date of the check or the completion of the transfer.
3. The receipt of payments from us does not establish our acceptance of the underlying invoice amount; payments are strictly made subject to review.
4. Subject to our written consent, the Supplier's claims under this contract may be assigned to third parties. We are entitled to offset against any of the Supplier's claims against us any claim to which we are entitled against the Supplier. In the event of improper delivery, we are entitled - notwithstanding any other claim on our part - to retain payment in a corresponding amount until performance has been completed.

## IV. Scope and content of contractual obligations to perform

1. The scope of the Supplier's obligation to perform shall be based on the specifications and descriptions of services provided upon conclusion of the contract or, in the absence of such specifications and descriptions, on the information provided in the Supplier's offers and brochures.
2. All deliveries shall comply with the applicable EU regulations and the latest EU standards (in the absence of which: DIN and/or VDE standards) as well as other standards and regulations customary in the industry, unless otherwise expressly agreed in writing. The Supplier is therefore obligated to comply with the requirements of Regulation No. 1907/2006 (hereafter referred to as "REACH-VO") and the EU Directive 2011/65/EU (hereafter referred to as "RoHS-RL") in their most recently revised form at the time of the delivery, and to fulfill all of the duties which concern Suppliers according to the REACH-VO and the RoHS-RL. The Supplier shall place a safety data sheet at pro-beams disposal

according to Article 31, REACH-VO. In addition, the Supplier shall comply to its obligation to inform pro-beam unsolicited and without delay before a delivery in accordance with Article 33 (1) of the REACH Regulation if a substance described in Articles 57 to 59 of the REACH Regulation as a "substance of very high concern" is contained in a component or the packaging of a good in a mass concentration exceeding 0.1 percent. The Supplier guarantees that all of the products comply with the requirements of the RoHS-RL and will provide pro-beam with a respective written confirmation of the RoHS conformity.

## V. Delivery dates, periods proof of origin and export restrictions

1. Departures from the provisions of the contract and our orders are permitted only with our prior written consent.
2. Any established date and period is binding in nature (fixed). Whether a delivery date or period has been met is determined on the basis of the time of our receipt of the goods. Unless "ex works" has been agreed, the Supplier must see to the timely delivery of the goods, taking into account the time needed for loading and shipment as coordinated with the carrier (DAP according Incoterms 2023).
3. In the event that established deadlines are not met, legal provisions apply where appropriate. In the event of a culpable delay in delivery, the Supplier further undertakes to pay a contractual penalty to us. For this we charge a lump sum compensation in the amount of 0.25% of the net price per calendar day, but in total not more than 5% of the net price of the delivery, starting from the delivery deadline.
4. The Supplier undertakes to inform us immediately in writing of all circumstances foreseeable by them which could impair their contractually owed performance in terms of time or quality. Their obligation to adhere to the agreed delivery schedule and specifications is not affected thereby.
5. In general, partial deliveries are only permitted to the extent that we have expressly consented thereto.
6. Unless and until established otherwise, the unit numbers, weights and measurements we determine at the time of our receipt of the goods prevail.
7. In addition to the right of use (reference is made to §§ 69a et seq. of the German Copyright Act (UrhG)), our right to use as to software forming part of the scope of supply including documentation, extends to the agreed features and all other aspects instrumental to the application intended under the contract. We are entitled to make a backup copy even without express agreement. The Supplier is obligated to install and/or deliver software as updated or upgraded by the time of shipment. In addition, following delivery, they are obligated to offer to us all updates, upgrades, etc. of any software included in the supply contract.
8. The Supplier bears the material risk until we or our agents have accepted the goods at the location to which they were meant to be delivered under the contract.
9. The delivery period shall be extended appropriately if timely delivery is prevented by force majeure, in particular natural disasters, fire, floods, epidemics, pandemics, strikes, lockouts, riots, acts or omissions or measures of a government/authority, operational disruptions for which the Supplier is not responsible or other circumstances for which the Supplier is not responsible. If the events mentioned in the last sentence lead to an extension of the delivery period by more than six weeks, calculated from the binding delivery date, both contracting parties shall be entitled to withdraw from the contract.
10. The Supplier will promptly supply any proof of origin we request, along with all related information and a valid signature. The same is true for proof of sales tax payments concerning international supplies and those made within the EU.
11. The Supplier will promptly notify us if and to the extent that supplies are subject, wholly or in part, to export restrictions under German or other law. Suppliers from EU member states are obligated, within 30 days from order acceptance, to furnish us with long-term Supplier declarations under the appropriate EU ordinance (as amended) in the first two months of each calendar year; such declarations need not be specifically requested. In the event that this cannot be done for individual supplies, proof of origin must be supplied along with the appropriate invoice, at the latest.
12. The Supplier undertakes to supply us with spare parts and products for a period of 10 years from the end of the most recent delivery. The prices for spare parts and products must not deviate significantly from related parts and products. Warranty claims, liability and default are regulated hereunder.

## VI. Notice of defect

1. In the case of incoming (and delayed) deliveries, our commercial obligation to inspect is limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short deliveries) or which are recognizable during our quality control in a random sampling procedure. Insofar as acceptance has been agreed, there shall be no obligation to inspect. Generally, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case.
2. Notwithstanding our duty to inspect, our duty to give notice of defects shall be governed by the statutory provisions of § 377 par. 1 of the German Commercial Code (HGB) with the following provisos: In the case of hidden defects, a notification (notice of defect) on our part within 14 days of discovery of the defect shall be deemed to have been made immediately and in good time. In the case of defects that only become apparent during a proper inspection that goes beyond the incoming goods inspection, our complaint within eight days of delivery by the Supplier shall be deemed to have been made immediately and in good time. In other respects (in the case of obvious defects), our complaint within two days of delivery by the Supplier shall be deemed to have been made immediately and in good time. Irrespective of the nature of the defect, we shall notify the Supplier of said defect in writing.

## VII. Nondisclosure

1. Unless demonstrably in the public domain, all business-related or technical information (including features that may be gleaned from items, documents or software provided hereunder, as well as other know-how and experience) must not be disclosed to third parties - even after the conclusion of the joint contract - and may be provided only to those members



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of the Supplier's operation who are instrumental to their use for the purpose of supplies to us and bound by a duty of confidentiality, if applicable; and such information remains our sole property. Without our prior written consent, information of such nature must not be duplicated or used for any purpose other than the supplies contemplated hereunder. Upon our request, any information that originated with us (including copies or records made thereof) as well as items provided on loan must be returned to us or destroyed in their entirety without undue delay. We reserve all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models, semi-conductor protection, etc.) always. To the extent that such information was made available to us by third parties, this reservation applies vis-a-vis such third parties.

- Drawings, models, templates, samples and other objects may not be handed over or otherwise made accessible to unauthorized third parties - even after termination of the joint contract. The reproduction of such items is only permitted within the scope of operational requirements and copyright regulations.
- The aforementioned items may neither be scrapped nor made accessible to third parties - e.g. for the purpose of manufacturing - without our written consent. They may not be used for purposes other than those contractually agreed - e.g. delivery to third parties. Such items must be stored carefully and insured to the customary extent by and at the expense of the Supplier. The provisions of Item VI. 1 and 2 apply accordingly to print orders. After termination of the joint contract, the aforementioned items shall either be returned to us immediately and in full or destroyed at our request.
- The maintenance, repair and partial refurbishment of the aforementioned items is subject to the arrangements entered into between us and the Supplier.
- Supplier shall use best efforts to agree on the same obligations with its sup supplier.
- We reserve all rights to drawings, products made according to our specification, as well as to any procedure developed by us.

## VIII. Quality and documentation

- The Supplier's deliveries must reflect the acknowledged state of the art, the safety regulations and any agreed specifications. They are obliged to monitor the quality of any object of supply on an ongoing basis. The parties hereto will inform one another of possibilities to improve quality.
- For technical documents or specially marked (e.g., "D") vehicle parts, the Supplier must record in a dedicated log when, in which manner and by whom the objects of supply were checked in reference to features warranting documentation, and which results were produced by the required quality tests. Test documentation must be retained for 10 years and is submitted upon request. To the extent permitted by law, the Supplier must hold subSuppliers to the same standard.
- In the event that the authorities demand access to our production process and test documentation to verify compliance with certain requirements, the Supplier agrees, upon our request, to grant to the authorities the same rights and provide reasonable support as needed.
- The Supplier must establish and maintain documented quality management processes that suit the intended purposes in terms of nature and scope and reflect the latest state of the art. Moreover, they must create records, especially with regard to quality assurance, and submit such records to us upon request.
- The Supplier hereby agrees to quality audits designed to assess the efficacy of its quality assurance system in suitable intervals, such audits to be conducted by us or our agents - along with our customers, if applicable.
- Upon our request, the Supplier is obligated to enter into a quality assurance agreement with us.
- The supplier must inform pro-beam purchasing about planned changes in the manufacturing process (e.g. changes in the manufacturing process, machines, testing equipment, material suppliers). The information must be provided in a timely manner so that pro-beam can check the possible impact of the changes. All changes or deviations in the supplier's manufacturing process require the written consent of pro-beam's purchasing department. Changes or deviations from specifications also require the written consent of pro-beam purchasing.

## IX. Warranty claims

- The statutory provisions of §§ 434 et seq. of the German Civil Code (BGB) shall apply to our rights in the event of material defects and defects of title of the goods, unless otherwise expressly stipulated in the following. In particular, we shall be entitled to choose the type of subsequent performance in accordance with § 439 par. 1 of the German Civil Code (BGB) and to demand reimbursement of expenses or payment of costs by the Supplier in accordance with § 439 par. 2 and 3 of the German Civil Code (BGB). The term "costs" as defined in par. 3 shall in particular also include costs for repairs and the replacement of parts which were not supplied by the Supplier but which also had to be repaired and replaced as a result of defective parts supplied by the Supplier. Finally, costs within the meaning of this item may also be contractual penalties due to our customers in the event of defective delivery.
- A defect is present especially if the supplied part deviates from the part specifications established between the Supplier and us or, in the absence of such specification, if the supplied parts are not in conformity with Supplier's product descriptions, or if the part is not suitable for the purpose required by pro-beam.
- In urgent cases, in particular to avert acute danger or to avoid major damage, we reserve the right, insofar as possible for us, to remedy the defect ourselves or to have it remedied by a third party at the Supplier's expense after the unsuccessful expiry of a reasonable short period of grace granted to the Supplier. If it is not possible for us to set a deadline, we will notify the Supplier immediately after the measures have been carried out. The Supplier's warranty obligations are not affected thereby.  
The right to damages, including but not limited to damages for non-performance, is not affected thereby.
- Claims based on material defects expire after 36 months in deviation from § 438 par. 1 no. 3 German Civil Code (BGB), but no sooner than the lapse of 6 months from the time a warranty claim is asserted, unless the object of contract was used as indicated on a structure,

causing it to be defective. The period of limitation for claims based on material defects commences upon the delivery of the object of contract (transfer of risk).

- Our legally determined claims for expenses and recourse within a supply chain (Supplier recourse pursuant to §§ 478, 445a, 445b) shall accrue to us without restriction in addition to the claims for defects. In particular, we shall be entitled to demand reimbursement of the costs of subsequent performance in accordance with Section VIII. 1. and exactly the type of subsequent performance (repair or replacement) from the Supplier which we (vis-à-vis) our customer are obliged to bear/owe in the individual case. Our statutory right of choice (§ 439 para. 1 German Civil Code (BGB)) shall not be restricted hereby. Our claims from Supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by fitting, attachment or installation.  
Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a par. 1, 439 par. 2, par. 3, par. 6 sentence 2, 475 par. 4 of the German Civil Code (BGB)), we shall notify the Supplier and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period and if no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.  
The provision of § 445b German Civil Code (BGB) shall apply with the proviso that the limitation period shall be 36 months from delivery of the item.
- In the presence of legal defects, the Supplier must indemnify and hold us harmless from and against third-party claims, if any. Legal defects are subject to a period of limitation of 36 months.
- In the case of replacement deliveries made by the Supplier by way of supplementary performance in accordance with § 439 of the German Civil Code (BGB), the limitation period shall recommence at the time of our acceptance of the replacement delivery. The same shall apply to subsequent improvements made by the Supplier by way of supplementary performance only to the extent that the Supplier acts in fulfillment of their obligation to remedy the defect in a manner recognizable to us based on the scope, duration and costs of the remedy of the defect. If the Supplier's remedy is recognizably (in particular) made as a gesture of goodwill or for the purpose of an amicable settlement of a dispute, sentence 2 shall not apply.
- If, because of defective delivery, we incur costs, including but not limited to transportation, travel, personnel, material or higher-than-usual import control costs, the Supplier shall bear such costs.
- The absence of guaranteed qualities triggers the Supplier's liability regardless of culpability, and such breaches of duty are subject to the period of limitation prescribed by Item VIII.2 of this contract.

## X. Liability

- If the Supplier is responsible for product damage, they shall indemnify us against claims by third parties to the extent that the cause lies within their sphere of control and organization and they themselves are liable in relation to third parties.
- Within the scope of its indemnification obligation, the Supplier shall reimburse expenses pursuant to §§ 683, 670 of the German Civil Code (BGB) arising from or in connection with a third-party claim, including recall actions carried out by us. We will inform the seller about the content and scope of recall measures - as far as possible and reasonable - and give them the opportunity to comment. Further statutory claims remain unaffected.
- The seller shall take out and maintain a product liability insurance contract with a reasonable coverage. Upon request, Supplier shall send a certificate of insurance to pro-beam.

## XI. Property Rights

- The Supplier is liable for claims arising, in the course of the intended use of objects of supply, from violations of proprietary rights and registrations (industrial property rights), provided that at least one such industrial property right has been published in the Supplier's country of domicile, by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria, Japan, China or U.S.
- The Supplier indemnifies and holds us harmless from and against any claims arising from the use of such industrial property rights.
- The contracting parties undertake to inform each other without delay of any infringement risks and alleged infringement cases that become known and to give each other the opportunity to counteract corresponding claims by mutual agreement.
- Upon our request, the Supplier will inform us of any instance of use of published or unpublished, fully owned or licensed proprietary rights and registrations pertaining to the object of supply.

## XII. Plant regulations, use of personnel, supplies

- Persons who carry out work on our factory premises in fulfillment of the contract must observe the provisions of the respective plant regulations. Liability for accidents that happen to these persons on our factory premises is excluded, insofar as these were not caused by intentional or grossly negligent breaches of duty by our legal representatives or vicarious agents. The Supplier undertakes only to deploy personnel sufficiently qualified, experienced and skilled and will provide proof of its compliance upon request. The Supplier shall provide us with evidence of compliance with this obligation upon request.
- Any materials, parts, containers and special packaging provided by us remain our property. They may only be used as intended. Materials are processed and parts are assembled for us. There is agreement that we co-own the products made with our materials and parts in the proportion of the value of our supplies to that of the finished product, and that our supplies must be stored by the Supplier at no charge to us.

## XIII. Miscellaneous

- The place of performance for supplies is the place of use; for payments, it is the location of our registered offices.

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2. The laws of the Federal Republic of Germany apply with exclusion of international uniform law, especially UN Sales Convention.
3. Disputes arising from or in connection with these terms are settled by the courts with jurisdiction over the location of our respective registered branch office. However, we are entitled to institute legal action at the location of our Supplier's registered offices as well.