General Terms and Conditions of Purchase of the h-kon GmbH

1. General - Scope of Application

1.1 These General Terms and Conditions of Purchase ("**Terms**") shall apply to all deliveries and services (including ancillary and additional services such as installation or assembly, "**Deliveries**") provided to h-kon GmbH by an entrepreneur within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – "BGB"), a legal entity under public law or a special fund under public law ("**Supplier**").

1.2 Our Terms shall apply exclusively. We do not recognise any terms and conditions of the Supplier that contradict or deviate from our Terms or from statutory provisions unless we have expressly agreed to their validity in writing. This shall also apply if we have not expressly objected to them or have accepted Deliveries without reservation or have made payments without reservation.

1.3. Our Terms shall also apply as a framework agreement for all future contracts for Deliveries by the same Supplier, without referring to them in each individual case.

2. Conclusion of Contract

2.1. Contractual offers and cost estimates of the Supplier as well as the provision of related samples or technical documents shall be free of charge and non-binding for us.

2.2. Our orders and other declarations relating to the conclusion of contracts must be made in writing. This written form requirement does not include post-contractual amendments and supplements. However, we remain authorised to conclude a contract by accepting Deliveries without reservation or making payments without reservation.

2.3. If we do not receive an order confirmation within five (5) working days of receipt of our order by the Supplier, we shall be entitled to cancel the order.

2.4. If the order confirmation deviates from, extends or restricts our order, the Supplier shall empha-sise the deviations as such. Such deviations shall only become part of the contract if we expressly accept them in writing. The Supplier shall independently check any specifications from us regarding the Deliveries for any errors or contradictions within the scope of his general and special expertise and technical knowledge and shall notify us of this in writing prior to the conclusion of the contract. This applies in particular to any concerns regarding the suitability of the Deliveries for a purpose specified in the order.

3. Prices - Terms of Payment

3.1. The price stated in the order is binding. Unless otherwise agreed in writing, the agreed price shall be "DDP" to the destination specified by us (Incoterms® 2020), plus any applicable value added tax.

3.2. Unless otherwise agreed in writing in each individual case, the price shall also include all ancillary costs (e.g. safe packaging, transport, release, unloading, insurance) as well as the remuneration for the granting of intellectual property rights. The Supplier shall take back packaging material free of charge at our request.

3.3. Invoices must comply with the statutory requirements and the specifications in our order; in particular, they must contain the order number stated therein. If work carried out on an hourly wage is agreed, a proof of activity must be enclosed with the invoice. Duplicates of invoices must be labelled as such.

3.4. Without waiving any further legal requirements, the Supplier's claim for payment shall be due for payment within 30 days after complete Delivery at the earliest and - if acceptance is required - after acceptance and after receipt of a proper and verifiable invoice that complies with these Terms. If payment is made within 14 days, we are entitled to deduct a 3% discount.

3.5. The timely receipt of a transfer order by our bank is sufficient for the timeliness of our payments.

3.6. The Supplier is not authorised to assign his claims against us arising from or in connection with the contractual relationship to third parties without our written consent.

3.7. Payments do not mean that the Deliveries are recognised as being in accordance with the contract.

4. Delivery time - Delay in Delivery

4.1. The delivery date specified in the order is binding. The Supplier is not authorised to deliver early.

4.2. Unless expressly agreed otherwise, the timely provision of the Deliveries by the Supplier at the agreed destination in accordance with Clause 5.1 shall be decisive for compliance with the agreed delivery date. If the Deliveries require acceptance, the respective delivery date shall be deemed to have been met if the Supplier makes the Deliveries available to us ready for acceptance on the delivery date.

4.3. The Supplier is obliged to inform us immediately in writing if circumstances occur or become recognisable to him which indicate that the agreed delivery date cannot be met. However, this shall have no effect on the Supplier's responsibility to comply with the agreed delivery time.

4.4. The unconditional acceptance of a delayed (partial) Delivery does not constitute a waiver of rights or claims due to late (partial) Delivery.

4.5. If the Supplier is in default of Delivery (*Lieferverzug*), we shall be entitled to claim a contractual penalty of 0.3% of the net price actually owed for the affected Delivery for each commenced working day of delay, up to a maximum of 5% of the net price actually owed for the affected Delivery. The assertion of further damages caused by delay remains unaffected. However, any contractual penalties already paid shall be offset against any claims for damages we may have. We may also assert the contractual penalty if no reservation is made upon acceptance of the Delivery, but only beyond the final payment for the Delivery if we reserve the right to do so upon final payment. Our other rights and claims due to default shall remain unaffected.

5. Execution of Deliveries

5.1. Unless expressly agreed otherwise, Deliveries shall be made "DDP" (Incoterms® 2020) to the destination specified in our order. If the place of destination is not specified and nothing else has been agreed, Delivery shall be made to our place of business. The Supplier is also obliged to pack the Deliveries securely and to insure them for transport.

5.2. If Deliveries are made digitally by way of download, the respective delivery item or the suitable means for accessing it or downloading the respective delivery item must be made available or accessible to us directly or by means of a facility specified by us for this purpose.

5.3 The Delivery must be accompanied by a delivery note stating in particular the date (issue and dispatch), contents of the Delivery (article number and quantity) and our order identification (date and number). It is also one of the Supplier's main performance obligations to document all Deliveries in a technically and substantively comprehensible manner in German - without prejudice to further contractual or statutory requirements - and to provide complete documentation in printable form. In particular, all delivery items (including software) must always be delivered with documentation relating to use, installation, operation and maintenance. The completeness of the Delivery also requires the receipt of the delivery note, the documentation and other agreed documents.

5.4 Deliveries must comply in every respect with the contractually agreed quality, the applicable product and environmental protection laws (in particular also in the country of destination), the relevant safety regulations, ordinances and provisions of authorities and trade associations as well as the latest state of the art, be of high quality in terms of type and quality and suitable for the use on which the contract is premised or for the customary use. Further subjective and objective requirements for the Deliveries remain unaffected.

5.5 The Delivery of software and/or data carriers must be made in a common and readable format corresponding to the current state of the art, unless a specific format has been agreed in writing. Prior to Delivery, the Supplier shall check these with a state-of-the-art virus scan programme and ensure that the software and/or data carriers do not contain any malware (software with malicious functions), computer viruses, Trojan horses, worms or similar harmful components.

5.6 The Delivery of software that contains open source software and is subject to a copyleft licence is not permitted in the absence of an express written agreement in individual cases. Open source software is any software that is distributed under terms of use and licence for open source software, the essential obligations of which include the distribution or disclosure of the source code of the software ("**Open Source Software**"). Copyleft licence is a form of usage and licence terms for Open Source Software that may result in software components integrated or associated with the respective Open Source Software also having to be distributed under the respective usage and licence terms for Open Source Software ("**Copyleft Licence**").

5.7 Deliveries shall become our property upon handover, unless otherwise agreed. If, however, in individual cases we accept an offer of the Supplier for transfer of ownership conditional on payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivery items. We remain irrevocably authorised to use the delivery items in accordance with the contract, in particular to mix, combine, process and resell the delivery items in the ordinary course of business, even before payment of the purchase price. All other forms of retention of title are excluded, in particular extended, forwarded and prolonged retention of title.

5.8 We are entitled to demand technical changes to the Deliveries from the Supplier at any time. In this case, the Supplier must inform us in writing of the technical content, cost and time implications within ten (10) days at the latest. The Supplier shall negotiate with us in good faith on a corresponding written supplementary agreement. The Supplier shall only be obliged and authorised to carry out the requested changes upon conclusion of the supplementary agreement.

5.9 We reserve ownership rights and copyrights to our illustrations, drawings, calculations and other documents - insofar as they are copyrightable; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for the purposes specified in our order; they are to be returned to us on written request, but at the latest after the order has been processed. They must be kept secret from third parties; in this respect, the provision in Clause 13 shall apply in addition. The Supplier shall have no right of retention to these documents.

6. Transfer of Risk - Acceptance - Force Majeure

6.1 The risk of accidental loss and accidental deterioration of the delivery items shall pass to us upon handover at the respective destination or, in the case of digital Deliveries by way of download, upon proper provision. Insofar as acceptance is provided for by law or contractually agreed, this shall be decisive for the transfer of risk.

6.2 Any acceptance provided for by law or contractually agreed must be formally. Section 640 (2) BGB remains unaffected. Unless otherwise agreed, we may declare acceptance up to two (2) weeks after notification of completion of the Delivery by the Supplier. Partial acceptances are excluded.

6.3 Events of force majeure shall entitle us to postpone the fulfilment of our obligations, in particular the obligation to take Delivery within the meaning of Section 433 (2) BGB, for the duration of the hindrance caused by the force majeure and a reasonable start-up period. Events of force majeure shall include all unavoidable events for which we are not responsible within the meaning of Section 276 BGB, in particular monetary, trade policy or other sovereign measures, strikes, lockouts, significant operational disruptions (e.g. fire, machine breakdown, shortage of raw materials or energy) as well as obstruction of transport routes - in each case not only of a short-term duration - which make the fulfilment of our obligations significantly more difficult or impossible. If events of force majeure or equivalent events last longer than three (3) months, both we and the Supplier shall be entitled to withdraw from the contract. We shall inform the Supplier as soon as possible of the occurrence and end of such events.

7. Liability for Defects

7.1 Insofar as we are legally obliged to inspect the Deliveries within the meaning of Section 377 German Commercial Code (*Handelsgesetzbuch* – “HGB”), this obligation shall be limited to obvious defects, in particular externally recognisable transport damage and deviations in identity and quantity. Insofar as we are legally obliged to notify the Supplier about defects within the meaning of Section 377 HGB, we have to notify the Supplier of obvious defects within five (5) days of delivery, of other defects within ten (10) days of their discovery. If acceptance has been agreed, we shall have no obligation to inspect

and give notice of defects prior to acceptance. There are no further obligations to inspect or give notice of defects.

7.2 We shall be entitled to the statutory claims for defects and rights in full; irrespective of this, we shall be entitled to demand that the Supplier, at our discretion, remedies the defect or provides a new Delivery free of defects (*Nacherfüllung*, "**Subsequent Performance**") within a reasonable period of time.

7.3 Even if Section 637 BGB is not applicable, we may remedy a defect by ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier if the Supplier did not fulfil his obligation for Subsequent Performance at our discretion within a reasonable period of time set by us. If Subsequent Performance of the Supplier has failed or is unreasonable for us (e.g. due to particular urgency or imminent occurrence of disproportionately high damage), no period of time has to be set. We shall inform the Supplier of such circumstances without delay, if possible before we remedy the defect by ourselves.

7.4 The limitation period for claims in connection with material defects and defects of title is 36 months from the start of the statutory limitation period, unless expressly agreed otherwise or a longer limitation period applies by statutory law.

7.5 A notice of defects submitted by us within the limitation period shall suspend the limitation period until an agreement has been reached between us and the Supplier on the remedy of the defect and any consequences; however, the suspension shall end six (6) months after the Supplier has finally refused to remedy the defect. The limitation period for claims for defects shall expire at the earliest three (3) months after the end of the suspension, but in no case before the expiry of the original limitation period pursuant to Clause 7.4.

7.6 The limitation period for replaced and repaired parts shall begin to run new with a new Delivery or upon completion of the remedy of defects, or, insofar as acceptance of the Subsequent Performance is legally required or agreed, upon acceptance. This does not apply, if we have to assume from the behaviour of the Supplier that he did not consider himself obliged to take the measure, but only carried out the replacement delivery or remedy of defects as a gesture of goodwill or for similar reasons.

8. Indemnification - Product Liability

8.1 The Supplier shall indemnify us against claims for damages and reimbursement of expenses by third parties, unless he is not responsible for them in the meaning of Section 276 BGB. Our further statutory rights shall remain unaffected.

8.2 The Supplier shall indemnify us against all claims that are attributable to a product defect in the Delivery or a breach of the Supplier's product monitoring obligation unless the Supplier is not responsible for this in the meaning of Section 276 BGB. If we are obliged to carry out a recall action or other field action against third parties for such a reason, the Supplier shall bear all associated costs.

8.3 The Supplier is obliged to maintain a product liability insurance with an appropriate sum insured at his own expense. Upon request, the Supplier must provide us with proof of insurance cover without delay.

9. Property Rights - Utilisation and Exploitation rights

9.1 The Supplier warrants that no rights of third parties are infringed in connection with his Delivery and that no rights of third parties, in particular no rights in rem, industrial property rights or copyrights ("**Property Rights**") can be asserted in respect of the Deliveries.

9.2 If a third party asserts claims against us due to the infringement of Property Rights in relation to a Delivery of the Supplier, the Supplier shall - without prejudice to our other rights - do everything reasonable at his own expense to establish a contractual condition, e.g. by granting rights. If this fails, the Supplier shall immediately provide equivalent Deliveries which do not infringe Property Rights of third parties. Deliveries shall only be deemed equivalent if they do not restrict the agreed usability of the Deliveries.

9.3 Upon delivery, the Supplier assigns to us all intellectual property rights in relation to the delivery items, in particular including all industrial property rights such as patents and other rights to inventions, registered designs, utility models and designs, trademark rights, naming rights, business designations and other labelling rights, copyrights and related property rights as well as know-how and all associated rights of exploitation and use in an exclusive, transferable and sublicensable manner, unlimited in terms of time, territory and content, so that we are entitled without restriction to freely use, exploit and process the delivery items at our own discretion. Insofar as a transfer of rights is inadmissible due to mandatory statutory provisions, the Supplier shall grant us all rights of use, utilisation and processing with regard to the delivery items to the aforementioned extent. Granted rights of use refer to all types of use known at the time of the conclusion of the respective contract as well as those that become known later.

10. Own Supplies

10.1 Tools, devices and models which we make available to the Supplier or which are manufactured for contractual purposes and charged to us separately by the Supplier

(*Beistellungen*, "**Own Supplies**") shall remain our property or shall become our property.

10.2 Own Supplies must be labelled by the Supplier as our property, stored carefully, separately and free of charge, insured against damage of any kind at the Supplier's own expense, documented and used only for the purposes of the contract. The Supplier hereby assigns to us any claims against the insurer arising from these insurances in relation to our Own Supplies. The Supplier shall carry out maintenance and repair work on the Own Supplies at his own expense. The Supplier must inform us immediately of any seizure of the Own Supplies or other interventions by third parties.

10.3 Upon request, the Supplier shall be obliged to return to us any Own Supplies in proper condition; the Supplier shall have no right of retention in this respect.

10.4 The Supplier is authorised to process, combine and mix Own Supplies only in accordance with our order, otherwise only with our prior written consent.

10.5 The handling, processing, combining and mixing of the Own Supplies shall be carried out for us as the manufacturer within the meaning of Section 950 BGB without any obligation on our part. The processed items shall be deemed to be Own Supplies within the meaning of Clause 10.1. In the event of handling, processing, combining or mixing with items that are not our property, we shall acquire co-ownership of the new items. The extent of this co-ownership is determined by the ratio of the value of the Own Supplies to the value of the other items. If our ownership expires due to combination or mixing, the Supplier hereby transfers to us the ownership rights to which he is entitled to the new item to the extent of the value of the Own Supplies and shall store these for us free of charge. The co-ownership rights shall be deemed to be Own Supplies within the meaning of Clause 10.1.

11. Quality assurance - Audit - Spare Parts - Updates/Upgrades

11.1 The Supplier shall establish and maintain a quality assurance system that complies with the latest standards of the relevant supply industry. In particular, the Supplier shall carry out a thorough out-going goods inspection. Deliveries that have not passed this inspection may not be delivered.

11.2 After prior written notification, we shall be entitled to observe the progress of the contractual work at the Supplier's premises during normal business hours to inform ourselves about the status of the work. We are also authorised to exercise the right according to sentence 1 by an expert third party.

11.3 The Supplier is obliged to keep a sufficient stock of spare parts for the Deliveries for a period of at least 15 years after delivery. This shall not apply if the Supplier proves that

a trade custom exists in the relevant industry which provides for a shorter period for the stocking of spare parts, or if the usual and expected service life of the Deliveries is shorter. In this case, the Supplier shall remain obliged to keep spare parts in stock for this shorter period. For machines, systems or components, however, at least for a period of ten (10) years after the respective delivery applies. If the Supplier intends to discontinue the production of spare parts for the Deliveries, he shall notify us in writing immediately after the decision on the discontinuation.

11.4 Clause 11.3 shall also apply in the case of the Delivery of software with regard to updates, i.e. new versions with minor functional improvements and/or adjustments to the delivered software, and upgrades, i.e. new versions with more than minor functional improvements and/or adjustments to the delivered software. The Supplier is obliged to provide the contractually agreed updates, at least those required to maintain the contractual conformity of a delivery item, and to inform us of the availability of updates.

12. Employee Rights

12.1 The Supplier shall ensure that all applicable statutory provisions regarding the rights of the employees of the Supplier or his subcontractors (e.g. German Posted Workers Act – “AEntG”, Mini-mum Wage Act – “MiLoG”, "**Labour Law Provisions**") are complied with in connection with the Deliveries.

12.2 Irrespective of other rights of cancellation and withdrawal, we are entitled to withdraw from the contract with immediate effect or to terminate the contract if the Supplier and/or his subcontractors culpably violate Labour Law Provisions. The Supplier is obliged to compensate us for the damage incurred as a result of the cancellation or termination. Claims of the Supplier for non-fulfilment are excluded. In all other respects, the consequences of withdrawal and termination shall be governed by the statutory provisions. Irrespective of statutory documentation obligations, the Supplier must ensure that he can provide us with suitable proof of compliance with Labour Law Provisions.

12.3 The Supplier shall indemnify us against any claims asserted by employees of the Supplier or by employees of subcontractors due to violations of Labour Law Provisions, unless the Supplier is not responsible for the violation within the meaning of Section 276 BGB.

13. Secrecy - Confidentiality

13.1 The Supplier shall keep the business relationship with us, and all information exchanged within the scope of this business relationship that is expressly designated by us as confidential or otherwise recognisably confidential or protected by statutory confidentiality provisions ("**Confidential Information**") strictly confidential. Confidential

Information includes, in particular, know-how, data, software, documentation, calculation documents, tools, processes, samples, diagrams, drafts, plans, drawings, performance descriptions, patterns, specifications, reports, customer reports, price lists, studies, results and instructions.

13.2 The Supplier is obliged to treat all Confidential Information obtained in the course of the business relationship as confidential, in particular not to pass it on to third parties or to utilise it for purposes other than contractual purposes. Mandatory statutory provisions of Section 3 and Section 5 of the Secret Protection Act (Geheimnisschutzgesetz – “GeschGehG”) remain unaffected.

13.3 The Supplier shall be entitled to disclose Confidential Information only to those employees and subcontractors whose use we have expressly agreed to and if and to the extent that this Confidential Information is necessary for the provision of the respective Deliveries by the employees or subcontractors concerned ("need-to-know" principle). Furthermore, this shall only apply if the Supplier has previously obligated the employees or the subcontractor to maintain confidentiality to at least the same extent as the Supplier itself is obligated. The disclosure of Confidential Information by the employees or the subcontractor must be excluded.

13.4 The only exceptions to this obligation are such Confidential Information (i) which was demonstrably already known to the recipient at the time of conclusion of the respective contract or subsequently becomes known to him from a third party without violating a confidentiality agreement, statutory provisions or official orders, (ii) which is publicly known at the time of conclusion of the respective contract or subsequently becomes publicly known, insofar as this is not based on a violation of the contract, (iii) which must be disclosed due to legal obligations or by order of a court or authority. As far as permissible and possible, the recipient obliged to disclose shall inform the other party in good time in advance so that it has the opportunity to take action against the disclosure.

13.5 The confidentiality obligation shall continue to apply for five (5) years after termination of the respective contract.

14. Compliance

Notwithstanding any further contractual requirements, the Supplier is obliged to comply with all relevant statutory provisions.

15. Export Control

15.1 We are entitled to refuse to fulfil our contractual obligations if applicable national or international foreign trade law - in particular export control or customs regulations,

including embargo regulations and sanctions lists ("**Applicable Foreign Trade Law**") - precludes this.

15.2 The Supplier must comply with all requirements of the Applicable Foreign Trade Law for his Deliveries. The Supplier is obliged to inform us in writing and free of charge of all information and data that we require to comply with the Applicable Foreign Trade Law for export, import and re-export no later than two (2) weeks after the order and immediately after any changes. This applies in particular to
- the listing of a good in accordance with the Annexes to Regulation (EU) 2021/821 and the German Export List (stating the list number) in the current version;
- the "Export Control Classification Number" according to the current U.S. “Commerce Control List”, provided that the goods to be delivered are subject to the "Export Administration Regulations";
- the full customs tariff number; and
- the country of origin (non-preferential origin) and, if required by us, supplier declarations of preferential origin (for European suppliers) or certificates/certificates of preferece (for non-European Suppliers).
The above provisions shall apply accordingly and must also be observed by the Supplier if the subject matter of an order or the Applicable Foreign Trade Law changes.

15.3 In addition, all necessary data for the Deliveries concerned must be shown in the corresponding invoices. If necessary, the Supplier shall submit corresponding clearance certificates from the competent authorities, enable the verification of proofs of origin by the customs administration and provide the necessary information or enclose the necessary confirmations.

15.4 The Supplier is obliged to inform us immediately and free of charge in writing of all circumstances which become known to him after conclusion of the contract and which justify the assumption of a possible or actual violation of the Applicable Foreign Trade Law. In any case in which circumstances become known which justify the assumption of a possible or actual violation of the Applicable Foreign Trade Law, a default of acceptance by us is excluded for a reasonable peri-od of time in order to give us the opportunity to check.

15.5 If actual violations of the Applicable Foreign Trade Law are determined or cannot be ruled out, we may, at our discretion, withdraw from the contract as a whole or for those partial Deliveries which justify the assumption of a violation.

15.6 The Supplier shall be obliged to compensate us for any damage caused by the fact that the declared origin is not recognised by the competent authority as a result of incorrect certification or incorrect verification options, unless the Supplier is not responsible for this consequence within the meaning of Section 276 BGB.

16. Miscellaneous

16.1 Legally relevant declarations and notifications to be made to us by the Supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of cancellation) must be made in text form within the meaning of Section 126b BGB in order to be effective.

16.2 Insofar as these Terms require a declaration to be made in writing or in written form, the text form within the meaning of Section 126b BGB (including fax and e-mail) shall suffice in this respect, unless the written form is required by law.

16.3 Without our prior written consent, the Supplier is not authorised to have the service owed by him performed by third parties (e.g. subcontractors).

16.4 The underlying contract can be terminated by either contracting party for good cause within the meaning of Section 314 BGB - without observing a notice period. Good cause exists if there are facts on the basis of which the terminating party can no longer reasonably be expected to continue the contract, taking into account all the circumstances of the individual case and weighing up the interests of the contracting parties.

16.5 In the event that individual provisions of the contract are invalid, the remaining provisions shall remain valid.

17. Place of Fulfilment - Applicable Law - Place of Jurisdiction

17.1 The place of fulfilment for all Deliveries is the destination specified in the order. If no destination is specified, the place of fulfilment shall be our place of business. The place of fulfilment for subsequent performance is the location of the respective deliveries.

17.2 These Terms and all legal relationships between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.3 The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be our place of business. However, we are also entitled, at our discretion, to bring an action at the place of fulfilment of the Delivery obligation or at the Supplier's place of business.

(as at: April 2024)