

General Terms and Conditions of Purchase of Hänsel Processing GmbH

(Version: September 2026)

I. Offers and Orders, Cancellations

- 1.1 Offers shall be submitted to us free of charge.
- 1.2 The following terms and conditions of purchase shall apply exclusively to our orders. Any terms and conditions of the supplier that deviate from or supplement these terms and conditions of purchase shall not be binding on us, even if we do not object to them or if the supplier declares that it intends to deliver only on its own terms and conditions.
- 1.3 Orders shall be legally binding on both parties if they are placed in writing using our order forms and confirmed by the supplier. We reserve the right to revoke the order if acceptance of the order has not been received by us within 10 days from the order date. This shall also apply to contractual amendments after conclusion of the contract.
- 1.4 The complete transfer or subcontracting of the ordered deliveries and services to third parties requires our written consent.
- 1.5 Costs of separate insurance for the goods, in particular forwarding insurance, shall be borne by us only if this has been expressly agreed in writing. We are a prohibition or waiver customer.
- 1.6 The supplier shall be responsible for complying with any applicable statutory, safety-related or environmental regulations.
- 1.7 In the case of contracts for work or services, we reserve the right to terminate the contract in whole or in part at any time until performance has been completed, even without any fault on the part of the supplier. In such a case, the supplier shall only be entitled to invoice the deliveries and services demonstrably performed up to that point.

II. Prices

- 2.1 The prices stated in our orders are fixed prices and apply free place of performance, including packaging, transport and insurance.
- 2.2 If prices have not yet been agreed, the contract shall only come into effect once we have confirmed the prices stated in the offer in writing.
- 2.3 The prices apply free place of performance.

III. Delivery, Delivery Period and Delay

- 3.1 The agreed delivery date shall be binding. Early deliveries shall only be permitted with our written consent. For deliveries without assembly or installation, timely delivery shall be determined by receipt at the shipping address specified by us. For deliveries involving assembly or installation as well as for services, timely delivery shall be determined by provision in a condition ready for acceptance.
- 3.2 The weights, dimensions and quantities determined by our incoming goods inspection shall be decisive for calculating the delivery.

3.3 If the supplier is in default, we shall be entitled to demand a contractual penalty of 1% of the order value for each commenced week, but not exceeding 5% of the order value. We reserve the right to claim the contractual penalty up to the final payment.

3.4 If the supplier repeatedly fails to meet delivery dates, we shall be entitled to withdraw from the contract after issuing a warning notice.

IV. Shipping, Transfer of Risk

4.1 Delivery items shall be properly packaged and shipped.

4.2 Each consignment shall be accompanied by a delivery note. Returnable packaging not specifically identified on the delivery note shall become our property free of charge.

4.3 A dispatch notice stating our order number as well as quantity and type details shall be sent no later than the dispatch date.

4.4 Packaging material and delivery pallets shall be taken back by the supplier at the supplier's own expense. We shall be entitled to return packaging material and delivery pallets to the supplier at the supplier's expense.

4.5 Unless otherwise agreed, delivery shall be made, in the case of freight and express goods, carriage paid to the destination railway station Hannover Hauptbahnhof — registered self-collector —, in the case of truck consignments, carriage paid to the company address or delivery address designated by us, and in the case of postal consignments, postage paid to our post office box or in accordance with our shipping instructions.

4.6 In the case of services and deliveries involving installation or assembly, risk shall pass upon acceptance; in the case of deliveries without installation or assembly, risk shall pass upon our taking possession at the destination designated by us. DDP “place of destination” (Incoterms® 2020) shall apply; even where delivery is made to third parties, unloading shall be carried out at the supplier's cost and risk. 4.7 Partial deliveries require our written consent.

V. Force Majeure

Strikes, lockouts, transport disruptions, natural disasters, official measures and other operational disruptions within our area that lead to a restriction or suspension of production or prevent us from removing the ordered goods shall release us, for the duration and to the extent of their effect, from our obligation to accept delivery, provided that we cannot avert the disruption or that averting it is not possible using reasonable means. Such delivery impediments shall also entitle us to withdraw from the contract. Claims by suppliers for consideration or damages shall be excluded in such cases. If the above-mentioned reasons result in a delay in removal, the supplier shall properly store the goods at the supplier's risk until they are taken over by us or on our behalf.

VI. Invoicing and Payment, Prohibition of Assignment

6.1 Invoices must be sent no later than the 3rd day of the month following delivery, in compliance with the statutory requirements applicable at the time, in particular the requirements for electronic invoices, to the invoice address notified by us or via the electronic transmission channel provided for this purpose. Invoices received later may only be processed in the following month and released for payment in accordance with the agreed payment terms.

6.2 Unless otherwise agreed, payment shall be made by the 25th day of the month following delivery, less a 3% cash discount, or net within 90 days. Deduction of the cash discount shall also be permissible in the event of set-off or retention due to defects.

6.3 If an early delivery is accepted, the agreed date shall be deemed to be the delivery date.

6.4 The supplier shall not be entitled, without our consent, to assign its claims against us or to have them collected by third parties. This shall not apply where an extended retention of title has been validly agreed by the supplier.

6.5 We shall be entitled to rights of set-off and retention as well as to the defence of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due for as long as we still have claims against the supplier arising from incomplete or defective performance. The supplier shall have a right of set-off and retention only in respect of counterclaims that have been finally adjudicated or are undisputed.

VII. Production Equipment, Materials Provided

7.1 Production equipment such as models, samples, dies, tools, drawings and the like that are manufactured according to our specifications or provided by us may not, without our consent, be sold, pledged or otherwise passed on to third parties, nor used in any other form for third parties. The same applies to items developed or further developed on our behalf and to items manufactured with the aid of the production equipment. They shall be sent to us without any special request unless we have agreed in writing to another use.

7.2 Objects of any kind provided by us to the supplier shall remain our property. They may be used exclusively for performing the ordered deliveries and services.

7.3 If objects provided by us are processed or transformed by the supplier into a new movable item, we shall be deemed the manufacturer. In the event of combination or inseparable mixing with other objects, we shall acquire co-ownership of the new item in proportion to the value that the objects had at the time of combination or mixing. If the combination or mixing is carried out in such a way that the supplier's objects are to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier shall hold the co-ownership in custody for us.

VIII. Retention of Title

8.1 Title to the delivered goods shall pass to us upon payment. Any extended or expanded retention of title is excluded.

8.2 The supplier is aware that the goods ordered by us are generally incorporated into our products by processing or transformation. As a result, any retention of title by the supplier shall lapse.

IX. Material and Legal Defects; Repeated Performance Disruptions

9.1 The supplier warrants and guarantees that the goods comply with our specifications and other requirements such as standards and other documents, and shall inspect them accordingly before dispatch. In all cases, the goods must comply with the generally recognized rules of technology as well as occupational health and safety and accident prevention regulations, in particular as laid down in EU directives, EU standards, DIN standards, VDE regulations and other recognized technical regulations. Inspection confirmations or certificates, as provided for, for example, in recommendations and directives, in particular

under Directive 2014/68/EU on pressure equipment, shall be submitted together with delivery of the goods even without a separate request from us.

9.2 In the ordinary course of business, after receipt of the goods we shall inspect whether they correspond to the ordered quantity and type and whether externally visible transport damage or defects exist. We shall notify defects within a period reasonable under the circumstances of the proper course of business after their discovery. Hidden defects shall be notified without delay after their discovery. Our statutory rights shall remain unaffected. Hidden defects shall entitle us, to the extent provided by law, to claim compensation for material and wages incurred without purpose.

9.3 If and to the extent coordination with the supplier is no longer possible, we shall be entitled to have the defects remedied at the supplier's expense or, if this is not possible, to procure replacement from another supplier at the supplier's expense.

9.4 In all other respects, the supplier shall provide warranty for its delivery in accordance with the statutory provisions. 9.5 Goods delivered not in accordance with the contract shall be returned at the supplier's expense and risk. If deliveries are repeatedly not performed in accordance with the contract, we shall be entitled to withdraw from the contract after an unsuccessful warning notice.

9.6 The supplier undertakes to indemnify us against all claims, irrespective of their legal basis, including claims arising from so-called producer liability, that are based on an infringement of third-party rights by the part originating from the supplier.

9.7 The limitation period for our claims arising from or in connection with a defective delivery shall be five years, calculated from the end of the year in which delivery is made. This limitation period shall apply irrespective of whether the delivery item is usually used for a building and also irrespective of whether the delivery item caused the defectiveness of the building. The running of the limitation period shall be suspended for the period beginning with the dispatch of our notice of defects and ending with fulfilment of our defect claim.

9.8 If, after written warning, the supplier performs essentially identical or similar deliveries or services defectively or late, we shall be entitled to withdraw from the contract. In this case, our right of withdrawal shall also cover such deliveries or services that the supplier is still obliged to render to us in the future under this or another contractual relationship.

X. Duties to Inform and Exercise Due Care

10.1 If we have informed the supplier of the intended purpose of the deliveries or services, or if this intended purpose is apparent to the supplier even without express notification, the supplier shall be obliged to inform us without delay if its deliveries or services are not suitable, or may not be suitable, for fulfilling this intended purpose.

10.2 Circumstances that jeopardize compliance with agreed delivery periods must be reported to us immediately in writing so that the further course of action can be clarified.

10.3 The supplier shall inform us immediately in writing of any changes in the type of composition of the processed material or in the design compared with similar deliveries or services previously rendered to us. Such changes require our written consent.

10.4 The supplier shall inform us of any treatment and disposal requirements that are not generally known for each delivery.

10.5 Safety-related defects subsequently identified as a result of product monitoring must be reported to us without request even after expiry of the warranty period.

XI. Spare Parts and Readiness to Supply

11.1 The supplier shall be obliged to supply spare parts for the period of ordinary technical use, but for at least ten years after the last delivery of the delivery item, on reasonable terms.

11.2 If, after expiry of the period specified in Section 11.1, the supplier ceases to supply spare parts, or if during this period the supplier ceases to supply the delivery item, we shall be given the opportunity to place a final order.

XII. Framework Orders / Call-off Orders

We shall be obliged to accept delivery, both in terms of timing and scope, only to the extent that we have called off the goods in writing.

XIII. Third-Party Intellectual Property Rights

The supplier warrants to us that its delivery and our use thereof do not infringe any patents or other third-party intellectual property rights in Germany or abroad. At our request, the supplier shall indemnify us against all claims asserted by third parties arising from or in connection with an infringement of intellectual property rights, including the costs of our legal defence.

XIV. Confidentiality

14.1 The supplier undertakes to keep confidential any commercial and technical information and documents that are not generally known and become known to it through the business relationship, and to use them exclusively for performing the ordered delivery and service. Any sub-suppliers shall be placed under corresponding obligations.

14.2 The supplier may mention our company or our trademarks when providing references or in publications only if we have given our prior written consent.

XV. Place of Performance

The place of performance for all obligations of both parties shall be our registered office, unless otherwise agreed in writing.

XVI. Place of Jurisdiction and Applicable Law

16.1 If the supplier is a merchant, Hannover shall be the exclusive place of jurisdiction, including for proceedings relating to cheques and bills of exchange. The same place of jurisdiction shall apply if, at the time court proceedings are initiated, the supplier has no general place of jurisdiction in the Federal Republic of Germany. However, we shall also be entitled to bring proceedings before any court having statutory jurisdiction.

16.2 The law of the Federal Republic of Germany shall apply. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall not apply.

XVII. Data Protection

Personal data shall be processed in connection with the initiation, performance and handling of the business relationship in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation. Information on the type, scope, purpose and legal bases of processing as well as on the rights of the data subjects shall be provided in the applicable data protection notices.

XVIII. Written Form

We shall confirm amendments and additions to the agreements made in writing without delay.

XIX. Binding Nature of the Contract / Legal Effectiveness of Declarations

19.1 Should individual provisions of this contract, including these General Terms and Conditions of Purchase, be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall take the place of the invalid or unenforceable provision. The same shall apply to any regulatory gaps.

19.2 Legally relevant declarations by the supplier, e.g. notices of termination, declarations of withdrawal or demands for damages, shall be effective only if made to us in writing.