

## General Terms and Conditions of Purchase

### I. Scope of application

1. These General Terms and Conditions of Purchase apply to the following companies of the WHW Hillebrand Group:  
  
EWH Holding GmbH & Co. KG, Westerhaar 56-58, 58739 Wickede  
EWH Immobilien GmbH & Co KG, Westerhaar 56-58, 58739 Wickede  
EWH Industrieanlagen GmbH & Co KG, Westerhaar 56-58, 58739 Wickede  
Walter Hillebrand GmbH & Co KG Galvanotechnik, Westerhaar 56-58, 58739 Wickede, Germany  
WHW Langenfeld GmbH & Co. KG, Westerhaar 56-58, 58739 Wickede  
WHW Dienstleistungen GmbH & Co. KG, Westerhaar 56-58, 58739 Wickede  
WHW Walter Hillebrand GmbH & Co KG, Westerhaar 56-58, 58739 Wickede, Germany  
Hillebrand Chemicals GmbH, Westerhaar 29, 58739 Wickede  
nanogy GmbH, Westerhaar 29, 58739 Wickede  
HM Systems GmbH & Co KG, Westerhaar 56-58, 58739 Wickede, Germany  
  
(hereinafter referred to as COMPANY)
2. All deliveries, services and offers of the COMPANY's contractual partners exclusively based on these General Terms and Conditions of Purchase (hereinafter referred to as "GTC"). These are an integral part of all contracts, agreements and other legal relationships, including pre-contractual obligations, between the COMPANY and its contractual partners as well as suppliers. They also apply to all future deliveries, services or offers to the COMPANY or offers from the COMPANY, even if they are not explicitly agreed upon again or if no further reference is made to them.
3. The general terms and conditions of our contractual partners or suppliers do not apply, even if the COMPANY is aware of them and does not expressly object to their validity in individual cases. Even if the COMPANY refers to a letter that contains or refers to the general terms and conditions of the contractual partners or suppliers, this does not imply consent to the validity of those terms. Our General Terms and Conditions of Business shall particularly apply even if we accept the services of the contractual partner or supplier without reservation, despite being aware of their General Terms and conditions of business that conflict with or deviate from our General Terms and Conditions of Business.
4. In addition, the Incoterms in their respective valid version shall apply to all deliveries, services and offers from the contractual partners or suppliers as well as to the contracts, agreements and all other legal relationships with them, insofar as and to the extent that they do not conflict with a prevailing individual agreement of the contractual parties or these GTC of the COMPANY.

### II. Conclusion of contract and contract amendments

1. The COMPANY is bound by its order or delivery call-off for two business days from receipt of the order or delivery call-off by the contractual partner or supplier. The contract is concluded either when the contractual partner or supplier confirms the order or delivery call-off from the COMPANY within this binding period or does not object to the order or delivery call-off within this period or submits a counter-offer. The timeliness of the objection or counteroffer is determined by the receipt of the objection or counteroffer by the COMPANY. If the COMPANY does not reject the counteroffer within two business days of receipt, a contract is concluded based on the terms of the counteroffer. If the order and counteroffer differ significantly, the contract is concluded if the COMPANY expressly accepts the counteroffer within a period of one week. Significant deviations include changes to the delivery date or deadline by more than 48 hours, changes to the delivery quantity by more than 5%, changes to specifications expressly stated in the order or a change to the price. The timeliness of the letter of rejection of the counteroffer is determined by sending the rejection letter by the COMPANY.
2. Subsequent amendments or additions to a concluded contract, including these GTC, require an agreement between the parties in text form to be effective.
3. The contractual partner or supplier may not transfer or assign, in whole or in part, the order or the obligations arising from it to third without the prior explicit consent of the COMPANY.
4. If and to the extent that there are obvious errors, including typographical and calculation mistakes, in the COMPANY's orders and/or the documents transmitted with the orders, the actual intent of the COMPANY, taking all interpretative criteria into account, shall apply to the order, provided the COMPANY cannot contest or terminate the order based on contractual or legal provisions. Regardless, the contractual partner or supplier is required to inform the COMPANY of any recognisable errors and misunderstandings.
5. If, during the performance of the contract, it becomes apparent that deviations from the originally agreed-upon performance are necessary or expedient, in particular with regard to the specifications, the contractual partner or supplier must inform the COMPANY of this immediately. In this case, the COMPANY is entitled to terminate the contract by declaration in text form if the ordered performance can no longer be used by the COMPANY for the contractually intended purpose due to the changes and deviations occurring after the conclusion of the contract. In this case, any partial performance provided in accordance with the contract must be remunerated to the contractual partner or supplier. If the deviations and changes due to circumstances occurring after conclusion of the contract are still usable for the COMPANY, the COMPANY may decide by written declaration whether and, if so, which changes the contractual partner or supplier must make compared to the original order. If such changes affect the costs incurred by the contractual partner or supplier during contract performance, both the COMPANY and the contractual partner or supplier are entitled to request a corresponding adjustment to the agreed-upon remuneration. If these changes result in delivery delays that can be avoided with reasonable effort in the normal production and business operations of the contractual partner or supplier, the originally agreed delivery date will be correspondingly adjusted. The contractual partner or supplier is obliged to promptly inform the COMPANY of any anticipated additional costs or delivery delays based on a careful assessment, but no later than 3 days after receiving the

COMPANY's inform regarding whether and what changes are to be made. If no notification is made, the originally agreed remuneration will remain in force.

6. The COMPANY may request changes to the services regarding product specifications, as well as the time and place of delivery, and the type of packaging, even after the contract has been concluded, provided that this is reasonable for the contractual partner or supplier and can be implemented within the normal production process of the contractual partner or supplier without significant additional effort. In this case, the COMPANY must provide written notification with a lead time of at least 7 calendar days before the agreed delivery date. Both parties must adequately consider any impacts on costs and delivery dates due to this contract change. Clauses II.5, sentences 7 and 8 apply accordingly.
7. The COMPANY is entitled to terminate the contract at any time by written notice stating the reason, if it can no longer use the ordered products/services in its business operations due to circumstances occurring after conclusion of the contract. In such a case, the COMPANY shall compensate the contractual partner or supplier for the partial performance rendered up to the date of receipt of the termination notice. § 648a BGB remains unaffected in the event that the contractual partner/supplier owes a work performance.

### III. Scope and content of the obligation to perform

1. The scope and content of the performance obligations are derived from the specifications and performance description provided at the time of contract conclusion, or, in the absence thereof, from the details in the offers of the contractual partners or suppliers.
2. Unless otherwise agreed, all deliveries and performances must comply with the relevant EU and industry standard norms.
3. The COMPANY shall accept only the ordered and agreed quantities or numbers. Over-delivery, under-delivery, or partial delivery is only permissible with prior written agreement from the COMPANY. If partial quantities are agreed upon, the contractual partner or supplier is obliged to inform the COMPANY of the remaining quantity with each partial delivery.
4. The contractual partner or supplier warrants that the individuals it assigns to perform the tasks are professionally qualified and possess the necessary official authorizations, including the required work permits, and that it can provide appropriate evidence of this at any time. The contractual partner or supplier also warrants that these individuals will receive at least the minimum wage as stipulated in the Minimum Wage Act and that all relevant statutory provisions will be adhered to. Upon request by the COMPANY, the contractual partner or supplier must provide the corresponding information and evidence (e.g., anonymized pay slips). Additionally, the contractual partner or supplier is obligated to comply with all other applicable statutory regulations in connection with the contractual relationship, including but not limited to the Anti-Corruption and Money Laundering Act as well as the antitrust, labour and environmental protection regulations and the Supply Chain Duty of Care Act.

### IV. Delivery time

1. Agreed dates and deadlines are binding. Compliance with the delivery date or deadline is determined by the receipt of the goods or performance by the COMPANY or by the recipient designated by the COMPANY. If delivery "free factory" (DPU or DDP according to Incoterms 2020) is not agreed upon and the COMPANY has agreed to take over the transport of the goods, the contractual partner or supplier must ensure that the goods are ready for loading and shipping in time, considering the time agreed with the freight forwarder. In other cases, the contractual partner or supplier is liable for any delivery delays caused by the freight forwarder, as specified with paragraph 4.
2. If the contractual partner or supplier identifies any difficulties that may prevent them from delivering the goods or performance on time, or from meeting the agreed quality within the delivery period, they must promptly notify the COMPANY, specifying the reasons for and the expected duration of the delays.
3. Force majeure (including epidemics and pandemics), labour disputes excluding unlawful lockouts, unavoidable operational disruptions, civil unrest, governmental measures and other unavoidable events or comparable exceptional circumstances affecting the COMPANY shall entitle the COMPANY - without prejudice to its other rights - to withdraw from the contract in whole or in part or, at the COMPANY's discretion, to make adjustments to the contract. In such case, the COMPANY is not liable for any damages.
4. In the event of a delay in delivery by the contractual partner or supplier, the COMPANY is entitled to all statutory claims arising therefrom.
5. Irrespective of this, the COMPANY is entitled to demand a contractual penalty from the contractual partner or supplier from the point of delivery delay, amounting to 0.5% per commenced week, up to a maximum of 5% of the agreed gross order value of the delivery. The COMPANY expressly reserves the right to claim further damages. The contractual partner or supplier may provide evidence that the COMPANY has suffered no or less damage than the agreed contractual penalty. Any compensation paid to the COMPANY under this provision will be offset against any further claims.

### V. Transfer of risk and documents

1. The risk transfers to the COMPANY upon delivery of the goods to the COMPANY or the recipient designated by the COMPANY, irrespective of whether delivery is agreed to be "free factory" (DPU or DDP in accordance with Incoterms 2020).
2. Each delivery must be accompanied by a delivery note. Invoices should be sent to the COMPANY simultaneously with the shipment of goods, specifying the order number. To avoid delayed processing by the COMPANY, invoices should not be attached to the goods but sent separately by post; otherwise, the provisions of Section VII 3. apply accordingly.

## VI. Prices and payments

1. The price specified in the order is binding.
2. The statutory VAT (Value Added Tax) is not included in the price unless separately indicated.
3. If invoices from the contractual partner or supplier do not show either the ordering department of the COMPANY, the order date and/or the order number provided to the supplier by the COMPANY, the COMPANY will be in default only 40 days after the due date and receipt of the performance or goods, excluding § 286 (3) sentence 1 BGB.
4. In the case of non-contractual, particularly defective delivery, the COMPANY is entitled to withhold payment until proper fulfilment without losing discounts, rebates or similar payment benefits. The COMPANY also has the right to withhold payments if the contractual partner or supplier fails to issue invoices that comply with the statutory provisions of the VAT Act.
5. Unless otherwise agreed, payment of the invoice will be made, subject to the provisions of sections 3 and 4, either within 14 calendar days after receipt of the invoice by the COMPANY with a deduction of 3% of the net price or within 30 calendar days after receipt of the invoice and fulfillment of the contractually agreed performance or delivery of the ordered goods. Payment is subject to invoice verification.
6. Set-off and retention rights are granted to us to the extent permitted by law.

## VII Warranty rights, cancellation

1. The contractual partner or supplier guarantees that the contract conforms to the latest state of technology, environmental regulations, relevant legal provisions and regulations as well as guidelines from authorities, professional associations and industry organisations. In particular, unless otherwise contractually agreed, it is specifically guaranteed that the services and deliveries are suitable for ordinary use, possess a quality typical of the product, and comply with the applicable EU and industry standards. Should the subject of the contract fail to meet these requirements, the contractual partner or supplier is obligated to inform the COMPANY of this stating the reasons, in each individual case before the conclusion of the contract, but no later than before the commencement of delivery. If such notification is not made or not made in a timely manner, the COMPANY is entitled, in cases where an order or contract has already been placed, to reject the delivery within a period of 10 business days from the supplier's notification and to withdraw from the contract without compensation. The assertion of further statutory warranty claims and rights remains unaffected.
2. If the contractual partner or supplier has concerns regarding the suitability of the ordered goods or services for the intended purpose of the COMPANY or the manner of their execution, the contractual partner or supplier must immediately inform the COMPANY in writing and point this out.
3. In the case of defects, the COMPANY is entitled to the full statutory claims. Acceptance of the goods is subject to an examination, particularly for defect-free and complete condition. The examination is based on the delivery note and is limited to identifying obvious defects. The COMPANY will inspect all deliveries as soon as and to the extent practicable under proper business procedures, and will notify the supplier of any defects and deficiencies discovered during this inspection without delay, but no later than within two weeks from the discovery. The timely dispatch of the notification is decisive for meeting the deadline. The above provisions also apply to defects that become apparent only later. In this respect, the contractual partner or supplier waives any objection of delayed defect notification against the COMPANY. If the contractual partner or supplier has fraudulently concealed the defect, they cannot rely on the COMPANY's obligations to inspect and notify of defects. § 377 (5) HGB applies accordingly.
4. Acceptance or approval of submitted samples or prototypes does not imply that the delivered goods or services are approved, and the COMPANY does not waive any warranty claims.
5. If the contractual partner or supplier does not provide subsequent performance immediately upon request by the COMPANY, or, within the set deadline if a deadline has been provided, the COMPANY is entitled, in urgent cases - particularly to avert immediate danger or to prevent significant damage - to remedy the defects itself or have them remedied by third parties at the usual remuneration rates, at the expense of the contractual partner or supplier, provided that the immediate danger or potential significant damage was indicated in the demand for subsequent performance. The COMPANY's further contractual and legal claims, particularly those under § 437 No. 2, 3 BGB and § 634 No. 3, 4 BGB, remain unaffected.
6. The COMPANY's warranty claims shall expire after 3 years, unless longer statutory limitation period apply, particularly under § 438 BGB for sales contracts and § 634a BGB work contracts. If the goods or services are procured for resale or for incorporation into machines or products manufactured by the COMPANY, the limitation period begins at the point in the time when the warranty period for the machines or products processed by the COMPANY starts, but no later than 6 months after acceptance of the service or delivery of the goods by the contractual partner or supplier to the COMPANY.
8. The contractual partner or supplier shall indemnify the COMPANY against all claims from third parties arising from defects in the goods.
9. The limitation period for warranty claims shall be suspended upon receipt of the written notice of defects from the COMPANY by the contractual partner or supplier, until the contractual partner or supplier rejects the COMPANY's claims, declares the defect to be rectified, or otherwise refuses to continue negotiations regarding the

COMPANY's claims. In the case of a replacement delivery or defect rectification, the warranty period for replaced and repaired parts shall start anew, unless the COMPANY had to assume, based on the behaviour of the contractual partner or supplier, that the supplier did not consider themselves obligated to the measure but only carried out the replacement delivery or defect rectification as a gesture of goodwill or for similar reasons.

10. For parts of the delivery that have been repaired or replaced within the limitation period, the limitation period begins anew from the time the contractual partner or supplier has fully met the COMPANY's claims for subsequent performance.
11. If the COMPANY is held liable by a third party for defects in the goods supplied by contractual partner or supplier, the COMPANY is entitled to recourse against the contractual partner or supplier. In this regard, the provisions in the preceding paragraphs of this Section VIII apply accordingly. The contractual partner or supplier is obliged to reimburse the COMPANY for the expenses incurred due to the defects, particularly transport, travel, labour and material costs.
12. The COMPANY may withdraw from or terminate the contract without notice if the conditions for doing so are met, either under the individual agreement between the parties, these GTC or applicable statutory provisions. Furthermore, withdrawal from the contract or termination without notice is possible if there are reasonable doubts that the contractual partner or supplier will properly fulfill the contract, particularly if there are already concrete indications that they are almost certain to fail to comply with the contractual specifications, the applicable DIN, VDE or chemical REACH standards, and/or the contractual object does not meet the latest technological standards, legal provisions, regulations, and directives from authorities, trade associations, or professional organizations. The same applies if there are reasonable and concrete indications that the contractual partner or supplier has ceased payments, has applied for or initiated insolvency proceedings, or if such proceedings have been discontinued due to insufficient assets, or in the case of comparable circumstances regarding the creditworthiness of the contractual partner or supplier.

## VIII. Liability

1. The contractual partner or supplier is liable for all claims, including those made by third parties, for personal injury or property damage that are attributable to a defective product supplied by them. They are obliged to indemnify the COMPANY from this liability upon first request. If the COMPANY is obligated to carry out a recall with respect to third parties due to a defect in a product supplied by the contractual partner or supplier, the contractual partner or supplier shall bear all costs and expenses associated with the required recall, as well as all further statutory costs and fees related to necessary legal actions or defenses. The COMPANY's right to assert additional claims against the contractual partner or supplier under other statutory provisions beyond the Product Liability Act remains unaffected.
2. At the beginning of the contract and upon request by the COMPANY at any time, the contractual partner or supplier must provide proof of product liability and recall insurance with coverage of at least € 5,000,000.00 per claim, and maintain such insurance for a period of 10 years after the processed goods are placed on the market by the COMPANY, even after full mutual fulfillment of contractual obligations.
3. Unless otherwise agreed, the contractual partner or supplier is required to label the products or services they provide in such a way that they are permanently identifiable as their products.

## IX. Property rights

1. The contractual partner or supplier guarantees that no third-party intellectual property rights, particularly in countries of the European Union or other countries where they manufacture or have the products manufactured, are infringed by the products they supply. This specifically concerns utility models, patents or licences.
2. The contractual partner or supplier is obliged to indemnify the COMPANY upon first request against all claims that third parties may assert against the COMPANY due to the infringements of intellectual property rights as mentioned in paragraph 1, and to reimburse the COMPANY for all necessary and required expenses and costs incurred in connection with such claims. This obligation applies regardless of whether the contractual partner or supplier is at fault.
3. The COMPANY's further statutory claims regarding legal defects in the products delivered to the COMPANY remain unaffected.
4. In the case of conflicting third-party intellectual property rights, the contractual partner or supplier is required, at their own expense, to obtain the necessary consent to approval from the rightful owner for the continued delivery, processing and use of the products, also applicable to the COMPANY.

## IX. Securing ownership and contractual penalty

1. The COMPANY retains ownership and copyrights, including all usage and exploitation rights, over orders, contracts and any drawings, illustrations, calculations, descriptions or other documents provided by the COMPANY to the contractual partner or supplier. The contractual partner or supplier may not, without the explicit consent of the COMPANY, make such materials available to third parties, nor use or reproduce them either directly or through third parties. The contractual partner or supplier must return these documents to the COMPANY in full upon request if they are no longer needed in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any copies made by the contractual partner or supplier must be destroyed in such case. This excludes any mandatory retention of documents as required by law and the storage of data for backup purpose as part of routine data security.
2. Tools, devices and models provided by the COMPANY to the contractual partner or supplier, or which are manufactured for contractual purposes, may be charged

separately to the contractual partner or supplier, but remain the property of the COMPANY or will transfer to its ownership. The contractual partner or supplier must label them as the property of the COMPANY, store them carefully, protect them, against any type of damage and use them solely for the purposes of the contract. Unless otherwise agreed, the maintenance and repair costs are to be borne equally by both contractual partners. However, if these costs arise due to defects in items produced by the contractual partner or supplier or due to improper use by the contractual partner or supplier, its employees or other vicarious agents, they are to be borne solely by the contractual partner or supplier. The contractual partner or supplier must promptly notify the COMPANY of any significant damage to these items. Upon request, the contractual partner or supplier is obliged to return the items in proper condition to the COMPANY if they are no longer needed for the fulfillment of contracts with the COMPANY.

3. Retentions of title by the contractual partner or supplier shall only apply insofar as they relate to the COMPANY's payment obligations for the respective products to which the contractual partner or supplier retains title. In particular, extended or prolonged retentions of title are not permitted.
4. The COMPANY retains ownership of all parts provided to the contractual partner or supplier. Any Processing or transformation performed by the contractual partner or supplier shall be carried out on behalf of the COMPANY. If the reserved goods are processed with other items not belonging to the COMPANY, the COMPANY shall acquire co-ownership of the new item in the ratio of the value of the reserved goods relative to the other processed items at the time of processing.
5. If any part provided by the COMPANY is culpably damaged or destroyed in the area of responsibility of the contractual partner or supplier, the liability of the contractual partner or supplier shall extend to the repair or replacement of the provided part.
6. The COMPANY retains ownership of the tools paid for or provided by the COMPANY. The contractual partner or supplier is obligated to use the tools exclusively for the production of goods ordered by the COMPANY. For any breach of this obligation, the contractual partner or supplier commits to paying a contractual penalty of an appropriate amount. The COMPANY will determine the amount of the penalty based on equitable discretion. Further claims for damages by the COMPANY against the contractual partner or supplier remain unaffected. The contractual partner or supplier reserves the right to prove that no damage or lesser damage than the contractual penalty has been incurred by the COMPANY.

## X. Confidentiality Agreement

1. The contractual partner or supplier commits to maintaining confidentiality regarding all confidential, business and operational information, particularly business and trade secrets, even after termination of the contractual and business relationship. In cases of uncertainty, all information shall be considered confidential if it is not publicly known or easily accessible. This applies regardless of whether such information has an economic value and whether it is subject to confidentiality measures by the COMPANY, in deviation from the Trade Secrets Protection Act. It also applies regardless of whether the COMPANY has a legitimate interest in maintaining its confidentiality. The protected information includes, in particular, the contents of orders, contracts, agreements, especially technical data, quantities, prices, as well as information about products and product developments, current and future research and development projects and all company data of the other contractual partner.
2. The contractual partner or supplier is further obliged to strictly maintain confidentiality over all received illustrations, drawings, invoices and other documents and to disclose them to third parties only with the prior written consent of the COMPANY, provided the information contained therein is not publicly known. The contractual partner or supplier must impose similar confidentiality obligations on any subcontractors and suppliers in accordance with the preceding provisions.
3. Upon request by the COMPANY at any time, and at the latest upon termination of the contract, all information and documents provided by the COMPANY, including any copies or recordings made and any items temporarily lent, must be returned to the COMPANY immediately and completely, unless the contractual partner or supplier still requires them to fulfill their contractual obligations. The COMPANY retains all rights to such confidential information and documents, including copyrights, industrial property rights, patents, utility models, etc.
4. Products manufactured based on designs, documents, models or similar provided by the COMPANY or based on information marked as confidential, may only be used by the contractual partner or supplier for the purpose of specified in the contract. In particular, they must not be offered, delivered, or otherwise disclosed to third parties.

## XI. Final provision

1. German Law shall apply to this business relationship and the entire legal relationship between us and the contractual partner or supplier, excluding of national conflict of law rules and the United Nations Convention on Contracts or the International Sale of Goods (CISG).
2. Unless otherwise agreed, the place of fulfillment for both parties and the place of jurisdiction for all disputes arising from the contractual and legal relationship is the location of the head office of the COMPANY if the contractual partner or supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law.
3. Should the contract or these GTC contain gaps or invalid clauses, this shall not affect the validity of the remaining provisions of the contract or these GTC. In such cases, legally effective provisions shall be deemed agreed upon, which the contractual partners or suppliers would have agreed upon in light of the economic objectives of

the contract and the purpose of these GTC, had they been aware of the gap or invalid clause.

## XII. Data protection

The contractual partner or supplier acknowledges that the context of collecting and using personal data within the framework of legal and contractual relationships with the COMPANY, as well as in other cases where the GDPR and the BDSG are applicable, the provisions of the GDPR and the BDSG must be observed and complied with. In this regard, our General Information and Statements on Data Protection in accordance with the GDPR and the BDSG apply in addition to the above GTC..

Status: June 2024