

General Purchasing Terms and Conditions Proalpha

1. Scope

- 1.1 These General Purchasing Terms and Conditions shall apply to all contracts concluded between Proalpha Group GmbH, or any of its associated group companies pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to as "Proalpha"), and the Supplier, the subject matter of which is, at least in part, the purchase of goods and/or rights and/or the provision of work and/or services (hereinafter referred to as "Deliverables") to Proalpha.
- 1.2 These General Purchasing Terms and Conditions shall apply exclusively. Deviating or additional terms and conditions of the Supplier shall only become part of the contract if Proalpha has expressly agreed to them in writing — even if deliveries and services are accepted despite knowledge of differing terms and conditions.
- 1.3 Individually agreed arrangements with the Supplier made in specific cases shall take precedence in any case. The content of such agreements shall be governed by a written contract or our written confirmation.
- 1.4 If these Purchasing Terms and Conditions have become part of a contract, they shall also apply to future contracts without the need for further reference.
- 1.5 Legally relevant declarations and notifications by the Supplier with regard to the contract (e.g., setting deadlines, reminders,

withdrawal) shall be made in text form (e.g. by email).

2. Purchase Orders and Commissions

- 2.1 Insofar as quotes by Proalpha do not expressly contain a binding period, Proalpha shall be bound by them for one week after the quote date.
- 2.2 Proalpha shall be entitled to change the time and place of delivery, the type of packaging and the product specifications, and the quantity to be delivered at any time by notifying the Supplier in text form within a reasonable period before the agreed delivery date. The Supplier must immediately notify Proalpha of any additional costs or delays that may arise.

3. Shipping

- 3.1 The Supplier may only ship Deliverables as express goods or air freight by special agreement.
- 3.2 The delivery deadlines or dates specified in the purchase order shall be binding. The Supplier is obligated to inform Proalpha without delay if the delivery time is likely not to be met. Early deliveries or partial deliveries shall only be permitted with the consent of Proalpha.

- 3.3 If the delivery is not made on time, Proalpha may — after setting a grace period to no avail — withdraw from the contract and claim damages for non-performance or reimbursement of futile expenses.
- 3.4 If the day on which the delivery must be made at the latest can be determined on the basis of the contract, the Supplier shall be in default on expiry of this day without the need for a reminder from Proalpha.
- 3.5 In the event of delivery delays, Proalpha shall be entitled, after prior notice to the Supplier, to demand a contractual penalty of 0.5% of the respective order value for each commenced week of delay in delivery, up to a maximum of 5%. The contractual penalty shall be set off against the default damage to be compensated by the Supplier.
- 3.6 If Proalpha is unable to accept a service due to force majeure (war, warlike conditions, revolution, coup, insurrection, riot, blockade, embargo, inter-company labor dispute, natural disaster, pandemic, strike), the obligation to accept the service shall cease. If the impediment lasts longer than 90 days, the contract may be terminated without notice by Proalpha. This shall not give rise to any claims on the part of the Supplier.
- 3.7 Retentions of title by the Supplier shall only apply insofar as they relate to the payment obligation for the respective products to which the Supplier retains title and insofar as they have been expressly agreed upon.
- 3.8 Transport shall be at the Supplier's expense and risk, unless otherwise agreed. Risk shall pass to Proalpha upon delivery at the agreed location.

4. Price and Payment

- 4.1 The prices stated in the purchase order are fixed and include all ancillary costs (e.g., packaging, transport costs including any transport and carrier's liability insurance). These prices shall not include value-added tax, which shall be stated separately in each case.
- 4.2 Insofar as sliding prices have been agreed upon, even if the Supplier fails to meet the agreed upon delivery date, only the price that would have been calculated if the delivery date had been met shall be payable.
- 4.3 Deliveries and services shall only be remunerated if Proalpha has ordered them. This shall also apply to subsequent changes to the scope of the order. The price level and the result of negotiations shall be taken into account.
- 4.4 Payment terms shall operate in accordance with the conditions specified in the purchase order. Payments are to be made within 90 days. If payments are made within 30 days in advance, the invoice amount minus 3% discount shall apply. The aforementioned periods shall commence in each case when both the risk has passed to Proalpha and the invoice has been received by Proalpha. The date on which Proalpha issues the transfer order shall be decisive for compliance with the payment deadline.
- 4.5 All invoices must include the Proalpha purchase order number. The order currency and invoice currency must match. If an invoice does not comply with these specifications, Proalpha shall be entitled to reject the invoice. In this case, the invoice shall not trigger a due date. In the event of default in payment, Proalpha shall owe default interest in the amount of five percentage points above the base interest rate.

4.6 The INCOTERMS in the current version at the time of conclusion of the contract shall apply to the interpretation of commercial clauses. If no special agreement has been made, the prices shall be understood as free place of use, duty paid (DDP), including packaging.

5. Claims Arising from a Defect

5.1 The Supplier guarantees that the delivered products are free from material and legal defects. Such a defect shall be deemed to exist if, at the time of the transfer of risk, the deliverable does not comply with the contractually agreed upon or customary purpose of use, the currently recognized rules of technology, and the applicable statutory and official provisions, in particular licensing regulations, occupational health and safety regulations, and accident prevention regulations. Insofar as CE, DIN, ISO, VDE, VDI, DVGW standards or equivalent standards are applicable to the deliverable, the deliverable must comply with these standards at the time of transfer of risk. The provisions of this Paragraph shall also apply if construction and assembly work is to be carried out by the Supplier in connection with the Deliverables. Acceptance or approval of samples or specimens submitted shall not constitute a waiver of warranty claims.

5.2 Unless otherwise agreed upon, all claims arising from defects by Proalpha shall become statute-barred three years after the transfer of risk.

5.3 The deadline for the notification of defects that can only be detected during an inspection that goes beyond a mere incoming inspection shall be two weeks and shall commence upon delivery. In the case of hidden defects, the period shall begin with the discovery of the defect. Proalpha's

duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination, including the delivery documents (e.g., transport damage, deviation from the agreed upon quality, misdelivery, and shortfall in delivery).

5.4 Proalpha shall be entitled to remedy defects itself, have them remedied by third parties, or otherwise procure replacements at the Supplier's expense if the Supplier refuses to fulfill its obligations on the basis of Proalpha's claims arising from defects or fails to fulfill these obligations within a reasonable period of time.

5.5 The Supplier shall indemnify Proalpha against all costs incurred by Proalpha as a result of claims being asserted against Proalpha for damages whose cause is attributable to the Supplier's area of responsibility. This shall also apply in the event of a claim against Proalpha under the Product Liability Act.

5.6 Irrespective of the above provisions, Proalpha shall have the right, in the case of framework supply agreements, to terminate these extraordinarily for good cause if the Supplier repeatedly delivers defective goods despite having been warned.

6. Liability

6.1 The Supplier shall be liable in accordance with the statutory provisions. In particular, the Supplier shall be liable to Proalpha for all damages culpably caused by the Supplier, its personnel, and other third parties employed by the Supplier within the scope of the project. Furthermore, the Supplier shall indemnify Proalpha against any costs incurred by Proalpha as a result of claims being asserted against Proalpha

for damage caused by the goods supplied or services rendered by the Supplier, the cause of which is attributable to the Supplier's area of responsibility.

- 6.2 Proalpha's liability, regardless of the legal basis, is limited to intent and gross negligence — subject to mandatory statutory provisions. In cases of simple negligence, Proalpha shall only be liable for the breach of essential contractual obligations — that is, obligations whose fulfillment is a prerequisite for the proper execution of the contract and on whose observance the contractual partner may regularly rely. In such cases, liability is limited to the typically foreseeable damage.

7. Third Party Property Rights

The Supplier is liable for ensuring that the delivered products do not infringe upon any intellectual property rights of third parties. If Proalpha is held liable for such infringement, the Supplier shall indemnify Proalpha against all claims and costs (e.g., license fees, legal fees) and shall support Proalpha in any legal proceedings.

8. Confidentiality

- 8.1 The contractual partners undertake to maintain secrecy with regard to confidential information of the respective other contractual partner.
- 8.2 Confidential information is information that is either expressly designated as such or where the circumstances make clear that it is confidential information.
- 8.3 Proalpha may disclose confidential information to third parties insofar as this is necessary in connection with the performance of the contract. In this case, Proalpha shall oblige the third party to maintain confidentiality

in accordance with its own obligations.

- 8.4 Neither Proalpha nor the Supplier shall use the information provided to them and marked as confidential as the basis for intellectual property right applications, nor shall they oppose intellectual property right applications of the respective other Party.
- 8.5 The obligation to maintain confidentiality shall not apply to such confidential information that is generally known, that was demonstrably already known to the receiving Party prior to its communication, that was demonstrably independently developed or lawfully obtained by a contracting Party, that has otherwise become generally known without a breach of the confidentiality obligations of one of the Parties, or that one of the Parties is obligated to disclose due to an official or court order or otherwise by law. The confidentiality obligation shall expire in any case 2 years after the complete execution of the contract.

9. Compliance

- 9.1 The Supplier undertakes to take all necessary and reasonable measures to avoid corruption. The Supplier therefore undertakes not to accept any benefits or other advantages (e.g., money, gifts of monetary value, and invitations that are not of a predominantly business nature) through employees, members of governing bodies, or third parties. This shall also apply to the granting of rebates in kind to Proalpha.
- 9.2 The Supplier undertakes to comply with the Code of Conduct of the Proalpha Group. The Supplier can access and view the Code of Conduct in the Proalpha Trust

- Center at <https://trustcenter.proalpha.com/en/> at any time.
- 9.3 Proalpha is entitled, after prior notice and during regular business hours, to conduct audits at the Supplier's premises or to have them conducted by third parties in order to verify compliance with contractual and legal requirements (e.g., Supply Chain Act).
- 9.4 The Supplier guarantees that neither it nor the delivered products violate applicable export control, embargo, or sanctions regulations.
10. E-Procurement / Electronic Business Transactions
- 10.1 Proalpha is entitled to implement an electronic procurement and communication system ("e-procurement platform") to manage the business relationship with the Supplier.
- 10.2 The Supplier undertakes, at Proalpha's request, to participate in this electronic system, to set up a corresponding user account, and to actively use it for the duration of the business relationship.
- 10.3 If Proalpha implements electronic business transactions via such a platform, all invoices must be submitted exclusively electronically through this platform. Postal submission of invoices is not permitted in this case and may be rejected by Proalpha. In this case, the payment period begins only upon receipt of a proper electronic invoice.
- 10.4 The Supplier shall ensure that the technical requirements for participation are met. Costs incurred by the Supplier for connecting to the e-procurement system shall be borne by the Supplier.

11. Miscellaneous

- 11.1 For all contractual obligations of the Supplier, the place of performance shall be the location of the shipping address.
- 11.2 For contracts with merchants, as well as with legal entities under public law and special funds under public law, Proalpha Kaiserslautern is agreed upon as the exclusive place of jurisdiction.
- 11.3 German law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of law provisions.
- 11.4 Claims of the Supplier under the contract may neither be assigned in whole nor in part without Proalpha's consent. This shall not apply to monetary claims.
- 11.5 Offsetting or the exercise of the right of retention by the Supplier shall only be permissible with undisputed, recognized, or legally established claims.

Weilerbach, June 13, 2025

Management