

Terms and Conditions of Purchase for Contracts for goods of Froli GmbH & Co. KG

1. Scope of validity

- 1.1. Our Terms and Conditions of Purchase shall apply exclusively and to all business relations with the supplier; we do not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept or pay for the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase. All agreements made between us and the supplier for the purpose of executing this contract shall be set out in writing in this contract.
- 1.2. Our Terms and Conditions of Purchase shall only apply towards companies, legal entities under public law or special funds under public law within the meaning of Section 14 para. 1 of the German Civil Code (BGB).
- 1.3. Our Terms and Conditions of Purchase shall also apply in their respective version to all future relations with the supplier without the need to refer to them again in each individual case. The supplier shall be notified immediately of any changes to the Terms and Conditions of Purchase. The Terms and Conditions of Purchase shall apply in particular to contracts relating to the sale and/or delivery of movable goods ('Goods') by the Supplier, irrespective of whether the supplier manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 of the German Civil Code (BGB)).
- 1.4. Individual agreements made with the supplier in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 1.5. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

2. Offer – Offer documents

- 2.1. Our orders are subject to change and non-binding until the supplier has accepted the order in writing or in text form in the form of an order confirmation. Until receipt of the corresponding order confirmation, we reserve the right to revoke the order. If the supplier accepts valid orders from us, whether by confirmation or delivery of goods, a binding contract is concluded. Such a contract is subject exclusively to the Terms and Conditions of the purchase order and these General Terms and Conditions of Purchase.
- 2.2. Order confirmations must contain our order no.; item no., delivery date, article designation with type no., drawing number and index as well as quantities/unit of measure.
- 2.3. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order. They are to be kept confidential from third parties; in this respect, the provision in No 12.5 shall apply in addition. To the extent as we provide the supplier with plans, drawings, material and/or accessories, the supplier is obliged to check these for completeness, correctness and suitability for the intended purpose and to notify us immediately of any incompleteness or incorrectness of the documents provided. If the supplier does not raise any objections, he shall be obliged to provide an unrestricted warranty in this respect.
Products which are manufactured on the basis of documents, drawings, models and the like designed by us or according to confidential information provided by us, with tools or copied tools provided by us, may neither be used by the supplier himself nor offered or delivered to third parties.
- 2.4. Within the framework of a permanent supply relationship and within the scope of what is reasonable for the supplier, we may demand changes to the design and execution of the delivery item. In this case, the effects, in particular with regard to the additional and reduced costs as well as the delivery dates, must be regulated appropriately and amicably. Changes by the supplier require our prior express approval in writing or text form.

3. Prices – Terms of payment

- 3.1. The price agreed according to the order is binding. Subsequent price increases due to e.g. increases in the price of raw materials are invalid, even if the supplier reserves the right to do so in its order confirmation.
- 3.2. The price includes all services and ancillary services of the supplier, as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, toll costs, customs duties). The supplier shall take back transport, sales and outer packaging (packaging material) free of charge at our request.
- 3.3. We can only process invoices if they contain – in accordance with the specifications in our order – the order number shown there and the information mentioned in No. 2.2.
The value added tax is to be shown openly in accordance with the Value Added Tax Act (UstG).
In the case of deliveries from EC countries, the corresponding tax regulations must be observed and in particular the VAT identification number of the supplier must be stated on the invoice.

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VAT ID No.: DE814779133
Complementary partner: Froli Fromme GmbH | Registered office Schloß Holte-St.
The place of jurisdiction for both parties is Bielefeld. Place of performance is the registered office of the company.

Volksbank Bielefeld-Gütersloh eG IBAN: DE17 4786 0125 0082 3250 01 | BIC: GENODEM1GTL

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The supplier shall be responsible for any consequences resulting from incorrect or incomplete invoicing, as well as delayed payment. Costs arising from non-compliance with the above provisions may be retained directly from the respective invoice amount.

- 3.4. Unless otherwise agreed in writing, we shall pay all goods receipts (invoice date = goods receipt date) which are received from the 1st - 15th of each month in full and free of defects by the end of the month less 3 % discount. All goods received in full and free of defects from the 16th to the last day of the month, by the 15th of the following month less 30% discount. All invoices for which no discount has been agreed shall be paid net 30 days after the date of receipt of the invoice. The timeliness of payment is not determined by the receipt of the money by the supplier, but by the dispatch of the means of payment or the issuing of the payment order to the bank.
We do not owe any default interest. The statutory provisions shall apply to default in payment.
- 3.5. We shall be entitled to rights of set-off and retention to the extent provided by law. In particular, we are entitled to restrain due payments as long as we are still entitled to claims from incomplete or defective performances against the supplier.
- 3.6. Claims of the supplier against us may only be assigned to third parties with our consent. Payments shall only be made to the supplier. The supplier may only assert offsetting and retention rights against us on the basis of undisputed, recognised or legally established claims.

4. Delivery time

- 4.1. The delivery time stated in the order is binding and is understood to be agreed as "arriving at the place of performance", even if the supplier wishes to keep the delivery time stated in the order confirmation non-binding with general clauses such as "approx., about, etc.". With the exception of our offer, these clauses shall be deemed not to apply to us. Should it be apparent to the supplier at the time of receipt of the order that the delivery time cannot be realised, the supplier must inform us in writing or in text form within two working days of receipt of the order of the delivery time to be realised. If the delivery time is too long for our needs, we reserve the right to reject the supplier's new offer.
- 4.2. The supplier is obliged to inform us immediately in writing or in text form if circumstances occur or become apparent to him which indicate that the confirmed delivery time cannot be met. If the delivery date stated in the order confirmation has not been met in full, the supplier shall be in default of delivery without further information or a reminder from us. If the supplier does not perform or does not perform within the agreed delivery time or if he is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions in No 3 and No 4 remain unaffected.
- 4.3. We are entitled to refuse acceptance of goods that are not delivered on the delivery date specified in the order and to return them or store them with third parties for the account and at the risk of the contractor.
- 4.4. In the event that the agreed delivery date or the agreed delivery period is exceeded, we shall be entitled to demand a contractual penalty of 0.3% of the total net price per full working day of the delay, up to a maximum of 5% of the total net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage at all or only a significantly lower damage has been incurred. We reserve the right to assert further legal claims (in particular rescission and damages instead of performance); however, the contractual penalty shall be offset against claims for damages. Claims for contractual penalties may also be asserted without prior reservation until final payment. In the extent as delivery dates or deadlines are postponed due to any justified claims for extension on the part of the supplier or insofar as these are redefined by mutual agreement, the above contractual penalty provision shall be linked to the new dates without the need for a renewed special agreement with regard to the contractual penalty.
- 4.5. We are not obliged to accept delivery before the expiry of the delivery date or the delivery period. The supplier is only entitled to partial deliveries or services with our prior written consent. Deliveries by the supplier can only be made on working days, and exclusively during our usual delivery times.

5. Delivery/Packaging – Transfer of Risk – Documents

- 5.1. Unless otherwise agreed, delivery shall be made "free domicile", to the unloading point specified in the order, incl. toll and packed. In the case of imports from abroad, deliveries shall be made according to "DDP" in accordance with the current Incoterms of the International Chamber of Commerce (ICC).
- 5.2. The supplier is obliged to list our order number and the information mentioned in No 2.2. on all delivery documents; if he fails to do so, he shall be responsible for the resulting delays in processing.
- 5.3. Should we exceptionally bear the costs for freight and packaging, the shipment shall nevertheless be at the supplier's risk. In this case, the supplier shall choose the mode of transport prescribed by us - i.e. in principle our in-house forwarding agent shall be commissioned - otherwise the mode of transport and delivery most favourable for us. For this

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purpose, the supplier shall contact our dispatch manager in good time before dispatch for coordination. All costs incurred until handover to the carrier, including loading and cartage, shall be borne by the supplier.

- 5.4. We reserve the right to reject excess and short deliveries at our discretion.
- 5.5. The supplier is not entitled to have the service owed by him provided by third parties (e.g. subcontractors) without our prior written consent. The supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 5.6. The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. To the extent as an acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance.
- 5.7. The statutory provisions shall apply to the occurrence of our default in acceptance. However, the supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (BGB)). If the contract concerns an unjustifiable item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

6. Origin of goods / Preferences / Regulations in International Trade in Goods

- 6.1. The supplier is obliged to submit unrequested a long-term supplier's declaration for all articles delivered by him to us, in which he confirms the preferential status of the goods ("goods with EU preferential origin status" or "goods without EU preferential origin status"). In the event of non-compliance with this obligation or in the event of incorrectly issued declarations, the supplier shall be liable to us for all damages arising therefrom.
- 6.2. The supplier undertakes to check its products as to whether they are subject to prohibitions, restrictions and / or licensing obligations in the international movement of goods (e.g. with regard to the Export List, Dual-Use Regulation, etc.) and, if applicable, to mark these accordingly and unequivocally with comprehensible information in its offers, order confirmations and all documents accompanying the goods.
In the event of non-compliance with this obligation, the supplier shall be liable for any damage incurred by us as a result, including additional demands for foreign import duties, fines and the like.
Decoding of the origin codes: D = Third country / E = EU / F = EFTA.

7. Quality Management

The supplier shall set up and maintain a quality assurance system of a suitable type and scope which is necessary to achieve the agreed quality requirements. If agreed, he shall set up a system that complies with the requirements of DIN ISO 9001:2015. Upon request, he shall provide evidence of a corresponding certification. He shall maintain a system of batch traceability and provide evidence of this upon request. Prior to delivery, a careful functional and quality check shall be carried out. All measures taken to fulfil these obligations shall be adequately recorded and archived for at least 10 years. Any statutory retention periods going beyond this shall remain unaffected. Special documentation obligations may be agreed. The supplier hereby expressly agrees that quality audits to assess the effectiveness of its quality assurance system will be possible by us at any time. Upon request, the supplier shall allow us to inspect test procedures carried out, including all test records and documents relating to the delivery, and shall make them available to us if required. This applies to the same extent to environmental management audits.

8. Liability for Defects – Defect Investigation

- 8.1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier, unless otherwise agreed below. The supplier warrants that the goods comply with the agreed quality, the relevant standards and the state of the art. The supplier shall take into account the recognised rules of technology and the respectively valid statutory and official regulations (in particular DIN, VDE, VDI, DVGW). On the day of delivery, the goods must comply with all applicable statutory and official regulations, including those of the Equipment Safety Act and environmental protection (if applicable to the product) and satisfy the accident prevention regulations at our location. If hazardous substances within the meaning of the Ordinance on Hazardous Substances (GefStoffV) or products are delivered, during the use of which the release of such substances cannot be ruled out, the supplier shall provide us with an EC safety data sheet (Section 14 of the Ordinance on Hazardous Substances (GefStoffV)) prior to the first delivery and in the event of a change to the safety

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data sheet without being requested to do so. If these requirements are not met, we are entitled to refuse acceptance of the goods.

- 8.2. The supplier shall check whether the products delivered by him to us and the raw materials required for them fall under the standards and statutory regulations specified below:
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| 1907/2006 REACH | Registration, Evaluation, Authorisation and Restriction of Chemicals |
| PAK | Limit values according to the Committee for Product Safety (AfPS),
Hazardous substance specification, Category2 |
| RoHS | Restriction of (the use of certain) Hazardous Substances |
| WEEE | Waste Electrical and Electronic Equipment |
| ChemVerbotsV | Chemicals Prohibition Order |
| 2017/821/EU | EU Regulation on Conflict Minerals |
| Dodd-Frank Wall Street Reform and Consumer Protection Act (Sec. 1502) | |
| 2000/53/EG | ELV-Directive of End-of-Life Vehicles |
| Proposition 65 | Safe Drinking Water and Toxic Enforcement Act |
| 2019/1021/EU | EU Regulation on Persistent Organic Pollutants |
| GADSL | Global Automotive Declarable Substance List. |
- 8.3. Prior to delivery, the supplier is obliged to provide Froli with all information regarding the 1907/2006 REACH Registration, Evaluation, Authorisation and Restriction of Chemicals. This includes, in particular, information regarding all substances on the SVHC list and the classification in accordance with Annexes XIV and XVII of the Regulation.
- 8.4. Supplier agrees to source 3TG-Minerals, cobalt and mica only from smelters whose due diligence practices have been independently verified. Please refer to the RMI website www.responsiblemineralsinitiative.org for the most current and accurate list of names of active or RMAP compliant standard smelters.
- 8.5. Only products may be delivered which comply with all standards and laws relevant for these products (and for the raw materials used for them), in the most current version. In particular, the supplier shall label the containers in accordance with the official regulations. If compliance with further standards/guidelines/regulations/laws is announced with our enquiry, the supplier undertakes to comply insofar as he does not object in writing. Declarable ingredients shall be notified with the offer and prior to delivery. The supplier is obliged to enter data into the IMDS system (www.mdsystem.com) upon request.
- 8.6. If a defect is notified, the supplier shall prepare an 8D report within 10 working days upon request. If necessary, other deadlines can be agreed by mutual consent. Immediate measures are to be initiated and reported back immediately in order to ensure the supply of fault-free goods and to keep the costs for the supplier and also for us as low as possible. The supplier shall carefully inspect the rejected products (fault/cause analysis).
- 8.7. The supplier is obliged to supply only safe products within the meaning of Regulation 2023/988 on general product safety and to have carried out a risk analysis within the meaning of this regulation. The supplier shall submit any safety instructions and necessary technical documents to us without being requested to do so.
- 8.8. The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial duty to inspect and give notice of defects, subject to the following requirement: Our duty to inspect shall be limited to defects which become apparent during the incoming goods inspection by means of external examination including the delivery papers as well as during our quality control by means of random sampling (e.g. transport damage, wrong and short delivery). In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected.
- 8.9. We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either rectify the defect or deliver a new item. We expressly reserve the right to claim damages, in particular damages instead of performance. The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.
- 8.10. Acceptance of incomplete or defective deliveries or services shall not constitute a waiver of claims for replacement/performance. Acceptance by us shall always be subject to quantity, quality and price control. In addition to invoicing the damage incurred, we shall deduct a processing fee of EUR 50 per defect report from the invoice payment for deliveries that do not comply with the specifications.
- 8.11. Payment of the purchase price shall not affect our right to make complaints about defects; nor shall it be recognised that the goods are free of defects.
- 8.12. Changes in the type of composition or in the properties of the goods to be delivered compared to earlier, similar deliveries must be notified to us before order confirmation and released by us in writing. In the event of non-notification,

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the supplier shall be liable for all damages incurred by us due to a changed composition or changed properties of the delivered goods.

8.13. We are entitled to remedy the defect ourselves at the supplier's expense if the supplier fails to remedy the defect within a reasonable period of time.

8.14. The limitation period shall be governed by the statutory provisions, but shall in no case be less than 36 months from the transfer of risk. In addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us – in particular for lack of limitation. If the supplier fulfils its obligation of subsequent performance by means of a replacement delivery, the limitation period shall start anew for the goods delivered as a replacement after their delivery, unless the supplier has expressly and appropriately reserved the right at the time of subsequent performance to make the replacement delivery only as a gesture of goodwill to avoid disputes or in the interest of the continuation of the supply relationship.

8.15. Our legally determined rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 of the German Civil Code (BGB)) are available to us without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (repair or replacement delivery) from the seller that we owe our customer in the individual case. Our statutory right of choice (Section 439 para. 1 of the German Civil Code (BGB)) shall not be restricted hereby.

Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 para. 2 and 3 of the German Civil Code (BGB)), we shall notify the seller and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no consensual solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the seller shall have the burden of proof to the contrary.

Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by incorporation into another product.

9. Product Liability – Compensation – Liability Insurance Cover

9.1. In the extent as the supplier is responsible for product damage, it shall be obliged to indemnify us and hold us harmless against claims for damages by third parties upon first request to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties. In addition, the supplier shall, upon request, immediately provide us with the information and documents relating to its services required for the defence against such third-party claims.

9.2. Within the scope of its liability for cases of damage within the meaning of subsection (1), the supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by us in connection with a defective performance of the supplier. We shall inform the supplier about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give him the opportunity to comment. Other legal claims remain unaffected.

9.3. The supplier undertakes to maintain a product liability insurance with a sum insured of EUR 3 million per personal injury/property damage - lump sum - and to prove this to us upon request by submitting an insurance policy; if we are entitled to further claims for damages, these shall remain unaffected.

9.4. Prior to a recall action which is wholly or partly the result of a defect in the subject matter of the contract delivered by the supplier, we shall inform the supplier, give him the opportunity to cooperate and exchange views with him on efficient implementation, unless the information or participation of the supplier is not possible due to particular urgency.

10. Force Majeure

In cases of force majeure, such as in particular strikes, fire damage, floods, lawful lock-outs, epidemics and pandemics, insofar as a risk level of at least "moderate" is defined by the Robert Koch Institute, and other cases for which we are not responsible, which result in a significant increase in actual demand or prevent the transport of the ordered goods, the contracting party directly affected shall be released from the obligation to deliver or accept for the duration and to the extent of the effect. If, within the framework of a contractual obligation, the event of force majeure lasts longer than three (3) months, the affected party shall be entitled to terminate the contractual obligation. In such cases, the supplier shall not be entitled to claim damages.

11. Property Rights

11.1. The supplier warrants that no third-party rights are infringed in connection with its delivery.

11.2. If a claim is made against us by a third party in this sense, the supplier shall be obliged to indemnify and hold us harmless from such claims upon first written request.

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- 11.3. The supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- 11.4. The necessary licences and any resources used shall be kept up to date by the supplier at its own expense if necessary for the provision of the service. Any errors that arise shall be rectified. This includes an unlimited, irrevocable right to use the software.
- 11.5. The supplier shall grant a non-exclusive, non-transferable right for the necessary tools and shall ensure that this licence exists for the entire performance period.
- 11.6. The limitation period is five years, calculated from the transfer of risk.

12. Retention of Title – Provision – Tools – Secrecy

- 12.1. In the extent as we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- 12.2. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is 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 keep the sole ownership or the co-ownership for us.
- 12.3. We retain ownership of tools. If the supplier manufactures the tool for us, we acquire ownership proportionately according to the degree of payment. The supplier is further obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to permanently mark the tools belonging to us as the property of our company and to insure them at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all compensation claims arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- 12.4. Insofar as the security interests to which we are entitled pursuant to 12.1. and/or 12.2. exceed the purchase price of all our reserved goods not yet paid for by more than 10 %, we shall be obliged to release the security interests at our discretion at the request of the suppliers.
- 12.5. We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after completion of the contract. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall continue to apply for five years after the execution of this contract.
- 12.6. The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of transfer of title from the supplier 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 goods delivered. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

13. Rights of Withdrawal and Termination

- 13.1. In addition to the statutory rights of withdrawal, we shall be entitled to withdraw from or terminate the contract if the supplier has discontinued delivery, a significant deterioration in the financial circumstances of the supplier occurs or threatens to occur and the fulfilment of the delivery obligation towards us is jeopardised as a result.
- 13.2. We are further entitled to withdraw from and/or terminate the contract if the supplier can no longer guarantee the conditions agreed upon when the contract was concluded, such as price, quality, origin of goods and delivery date. This is presumed if the supplier repeatedly makes defective deliveries (3 out of 5 consecutive deliveries).
- 13.3. If there is a permanent supply relationship between the supplier and us, both contracting parties are entitled, irrespective of any term, to terminate this with a notice period of 6 months from receipt of the written notice of termination without stating reasons, unless there are written agreements to the contrary.

14. Sustainability

(Status of 09/2025)

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Managing Directors: Dr. rer. Pol. Margret Fromme, Peter Liebing
Limited partnership: Registered office Schloß Holte-St. | Register court Bielefeld HRA 15098
Register court Bielefeld HRB 38995

VAT ID No.: DE814779133
Complementary partner: Froli Fromme GmbH | Registered office Schloß Holte-St.
The place of jurisdiction for both parties is Bielefeld. Place of performance is the registered office of the company.

Volksbank Bielefeld-Gütersloh eG IBAN: DE17 4786 0125 0082 3250 01 | BIC: GENODEM1GTL

Commerzbank IBAN: DE43 4808 0020 0540 7606 00 | BIC: DRESDEFF480

Terms and Conditions of Purchase for Contracts for goods of Froli GmbH & Co. KG

The supplier undertakes to observe and implement the international basic principles and to demand compliance from its suppliers. These essentially concern the protection of international human rights, the abolition of forced labour and child labour, the implementation of occupational safety, the elimination of social injustice and discrimination and responsibility for the environment. This includes, in particular, the careful use of natural resources, the avoidance of accidents with consequences for the environment, compliance with environmental protection standards and adherence to the ban on the use of conflict minerals.

15. Place of Jurisdiction – Applicable Law – Place of Performance – Final Provisions

- 15.1.If the supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the supplier at his place of business.
- 15.2.The contractual language is German.
- 15.3.The laws of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods shall apply to all legal relationships between the supplier and us, even if the supplier has its registered office abroad – to the exclusion of foreign law.
- 15.4.Unless otherwise stated in the order, our registered office shall be the place of performance.
- 15.5.Should individual clauses of these General Terms and Conditions of Purchase be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall replace an invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision and is valid.
- 15.6.In addition, our General Packaging and Delivery Guidelines apply, available at <https://www.froli.com/service>. On request, we will send you the General Packaging and Delivery Guidelines in digital form by e-mail.