

General Terms and Conditions of Purchase (GTCP) - ViscoTec Pumpen- u. Dosiertechnik GmbH

1. Scope of application. Form

(a) These Terms and Conditions of Purchase apply to all our purchases from companies within the meaning of § 14 of the German Civil Code ("*BGB*"), an association, a foundation, a legal entity under public law or a special fund under public law ("the Seller").

(b) Our Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions or terms and conditions of sale of the Seller shall only become part of the contract if and to the extent expressly agreed by us as binding. This requirement of consent shall apply in any case, even, e.g., if the Seller refers to its GTCs in the order confirmation and we do not expressly object to this.

(c) Individual agreements made with the Seller in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or, if applicable, our written confirmation shall be authoritative for the contents of such agreements. "Written" in these GTCP shall mean in written form and in text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected hereof.

(d) References to the applicability of statutory provisions are for clarification purposes only. Hence, even without such clarification, the statutory provisions apply to the extent that are not directly amended or expressly excluded in these General Terms and Conditions of Purchase.

2. Order

(a) Offers submitted to us shall reflect the order quantity, description of the goods, the specific quality of the goods specific quality (concept of "*Beschaffenheit*" under German law) and the delivery times as stated in our enquiry and shall be free of charge and non-binding upon us. The Seller shall indicate clearly any changes to the offer in relation to our enquiry.

(b) The Seller is expected to confirm receipt of our order within 5 days.

(c) Orders are binding upon us only if accepted by the Seller within 7 working days.

(d) Prior to approval the Seller shall point out obvious errors (e.g. typing or computing errors) and/or missing details in the order, including the order documents, for the purpose of correction or completion; otherwise the contract is not deemed concluded. If an order is changed by the Seller, a contract shall only be deemed concluded upon our consent.

3. Delivery time. Default in delivery. Transport and transfer of risk

(a) The agreed delivery dates are fixed dates. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 10 working days from conclusion of the contract. The Seller shall inform us as soon as reasonably practicable in writing if, for whatever reasons, it anticipates that it will be unable to meet agreed delivery times.

(b) If the Seller is in default, we may, at our option, either demand substitute delivery and damages for the delayed delivery or damages for non-performance.

(c) Default of acceptance on our part shall be excluded in the event of force majeure, official orders, strikes or civil unrest impacting on our operations in a way we are unable to eliminate in good time by reasonable means. This does not constitute grounds for automatic cancellation of the contract. We are obliged to notify the Seller of such impediment and adjust in good faith our obligations to the changed circumstances.

(d) The Seller shall be solely responsible for the proper packaging and dispatch of the goods. Transport costs shall only be borne by us if this has been agreed and at no more than the cheapest form of dispatch. Transport costs for partial deliveries not authorised by us in writing will not be accepted. If we send packaging material back to the Seller carriage paid, we shall, in return, receive a credit note in the invoiced amount incurred.

(e) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handing over at the place of fulfilment. Provided that an acceptance procedure has been agreed, this shall trigger the transfer of risk. Also in all other respects, the statutory provisions of the law on contracts for work and services governing acceptance shall apply accordingly. If we are in default in taking delivery, this shall be deemed equivalent to their handing over or acceptance.

4. Prices and payment

(a) The agreed prices are fixed prices. All prices are inclusive of statutory value added tax if this is not shown separately.

(b) Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Seller (e.g. assembly, installation) and also all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(c) Unless otherwise agreed in writing, we shall make payments as follows: With a 3% discount up to 14 days after receipt of the goods and without deduction net 30 days after receipt of the goods and the invoice. However, our payments are always made under reserve and do not constitute acceptance of the Seller's terms and conditions of sale. Neither are they considered confirmation of properly executed delivery.

(d) We do not owe any maturity interest.

(e) Assignments of the Seller's claims against us to third parties are excluded unless expressly agreed by us. The provisions of § 354a of the German Commercial Code ("*HGB*") remain unaffected by this prohibition of assignment.

(f) Our rights regarding set-off and retention and also defence of non-performance of the contract will be as provided by statute. In particular, we may withhold payments due as long as we have claims against the Seller arising from incomplete or defective performance. The Seller shall only have a right of set-off or retention on the basis of counterclaims that have been declared final and absolute or are undisputed.

5. Warranty. Default. Statute of limitations

(a) Regarding our rights in the event of material defects and defects in title regarding the goods (including wrong and short delivery, improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Seller, the statutory provisions and, exclusively for our benefit, the following additions and clarifications shall apply.

(b) As provided for by law, the Seller shall be liable in particular for ensuring that the goods are of the specific quality when the risk passes onto us. An agreement on the specific quality shall in any case be defined by the product descriptions that – in particular by designation or reference in our order – are the subject-matter of the respective contract or have been incorporated into the contract in the same way as these terms and conditions of purchase. It makes no difference whether the product description emanates from us, the Seller, or the manufacturer.

(c) In the case of goods with digital elements or other digital content, the Seller shall be obliged to provide and update the digital content at least to the extent that this results from a specific quality agreement in accordance with this clause or other product descriptions given by or on behalf of the manufacturer, specifically on the internet, in advertising or on the product label.

(d) Notwithstanding § 442 para. 1 sentence 2 *BGB*, we shall also be entitled to claims for defects, without restriction, if the defect remained unknown to us at the time of the conclusion of the contract due to gross negligence. The commercial duty to inspect and give notice of defects shall be as provided for by law (§§ 377, 381 German Commercial Code ("*HGB*") with the following proviso: Our duty to inspect is limited to defects that are openly apparent upon external examination, including of the delivery papers, during our incoming goods inspection and during our quality control random sampling procedure (e.g. transport damage, wrong and short delivery). To the extent that an acceptance procedure has been agreed, there is no inspection duty. Furthermore, it depends on the extent to which an inspection is reasonable in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered subsequently remains unaffected.

(e) The costs incurred by the Seller for the purpose of inspection and subsequent performance (including any (dis-)assembly costs) shall be borne by the Seller even if it becomes apparent that there was actually no defect. Our liability for damages in the event of unjustified request to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognised or were grossly negligent in not recognising that there was no defect.

(f) If the Seller fails to fulfil its obligation to provide subsequent performance - at our discretion either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the Seller. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the Seller of such circumstances as soon as reasonably practicable, if possible in advance.

(g) In the event of a material defect or defect of title, we shall furthermore be entitled to reduce the purchase price or to withdraw from the contract as provided for by law. We are also entitled to damages and compensation for expenses as provided for by law. If the Seller is in default, we may demand a contract penalty of 1% of the net price per full calendar week, but no more than a total of 5% of the net price of the delayed goods. The Seller may prove that no damage at all or only significantly less damage has occurred. We are entitled to demand payment of the contract penalty in addition to provision of performance and, as a minimum amount, the compensation owed by the Seller as provided for by law; the assertion of further damage remains unaffected. If we take delivery of delayed performance, we will assert the contractual penalty no later than at the time of the final payment.

(h) Unless otherwise agreed, the warranty period shall be two years from us receiving the goods. If an acceptance procedure has been agreed, the limitation period shall commence upon acceptance. Furthermore, claims arising from defects in title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 *BGB*) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in the individual case.

6. Recourse against supplier

(a) Our statutory rights of recourse within a supply chain (recourse against supplier pursuant to §§ 478, 479 *BGB*) shall be available to us without restriction and in addition to claims in connection with defects. We may, in particular, specify the type of subsequent performance (rectification or replacement delivery) from the Seller that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (Section 439 (1) *BGB*) in this context is not restricted.

(b) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 478 (2), 439 (2) *BGB*), we shall notify the Seller, briefly explaining the facts of the case, and request a written comment. If the statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us is deemed owed to our

customer; in this case, the Seller shall be responsible for providing evidence to the contrary.

(c) Our claims arising from 'recourse against supplier' shall also apply if the goods have been combined with another product or processed in any other way by us, one of our customers or a third party, e.g. through assembly, attachment or installation, prior to our sale to a consumer.

7. Producer liability

(a) To the extent that the Seller is responsible for damage of a product, it shall hold us harmless for any claims made by third parties, insofar as the cause lies within its area of control or in its organisation and that it, itself, is externally liable. As part of its indemnification obligation, the Seller must reimburse expenses pursuant to §§ 683, 670 *BGB* arising out of or in connection with claims asserted by third parties, including recalls on our part. We will inform the Seller - as far as possible and reasonable - about the content and scope of recall measures and give it the opportunity to comment on the matter. Further statutory claims remain unaffected.

(b) The Seller shall take out and maintain product liability insurance cover with blanket limit of indemnity of at least EUR 10 million per incident (personal injury/damage to property).

8. Confidentiality and retention of title

(a) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the performance of the contract and must be returned to us upon completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) and to tools, templates, samples and other items we provide to the Seller for production.

(b) Such items shall - as long as they are not processed - be stored separately at the Seller's expense and insured to a reasonable extent against destruction and loss.

(c) Any processing, mixing or combination (processing) of items provided by the Seller shall be carried out as on our behalf. The same applies if we further process goods delivered, i.e. we are then deemed to be the manufacturer and acquire ownership in the product at the latest upon processing, as provided for by statute. The transfer of ownership in the goods upon us must take place unconditionally and without regard to the payment of the price. If, in the individual case, we do accept an offer from the Seller for transfer of ownership conditional on payment of the purchase price, the Seller'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, subject to advance assignment of the thus resulting claim (alternatively, a simple reservation of title

extended to the resale shall apply). Consequently, all other forms of retention of title are excluded, in particular the extended and the forwarded retention of title, and the retention of title extended to further processing.

9. Liability

(a) Unless otherwise provided for in these Terms and Conditions of Purchase, including the following provisions, we shall be liable in the event of non-adherence to contractual and non-contractual obligations as provided for by law.

(b) We shall be liable for damages - regardless of the legal basis - in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable (a) for damage resulting from injury to life, limb or health, (b) for damage based on breach of a material contractual duty (i.e. a duty the fulfilment of which is indispensable for the proper performance of the contract and which the other party usually relies on and can reasonably expect to be fulfilled); in that case, however, our liability shall be limited to compensation of foreseeable damage that may typically occur.

(c) The limitations of liability resulting from this clause shall not apply to the extent that we have fraudulently concealed a defect or have assumed a guarantee for a specific quality of the goods. The same applies to claims of the Seller under the German Product Liability Act.

(d) The Seller may only withdraw from or terminate the contract due to a breach of duty unrelated to a defect if we are responsible for such breach of duty. A free right of cancellation of the Seller (in particular pursuant to §§ 651, 649 *BGB*) is excluded. In all other respects, the statutory prerequisites and legal consequences apply.

10. Choice of law. Place of fulfilment. Place of jurisdiction

The exclusive place of jurisdiction is Töging. The place of fulfilment is the place of reception specified by us. In any event, however, we may also bring an action at the place of performance of the delivery obligation in accordance with these GTCP or a prevailing individual agreement, or at the Seller's general place of jurisdiction. Overriding statutory dictate, in particular regarding exclusive competence, remains unaffected. These Terms and Conditions of Purchase and all legal relationships between us and the Seller shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

11. "No-Russia clause"

We do not sell or export goods covered by Article 12g of Regulation (EU) No 833/2014, as last amended by COUNCIL REGULATION (EU) 2024/1745 of 24 June 2024, directly to the Russian Federation or for use in the Russian Federation. We do our best to ensure that the purpose of the above sentence is not frustrated by third parties in the commercial chain, in particular by potential resellers.

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