

General Terms and Conditions of Purchase Status November 2024

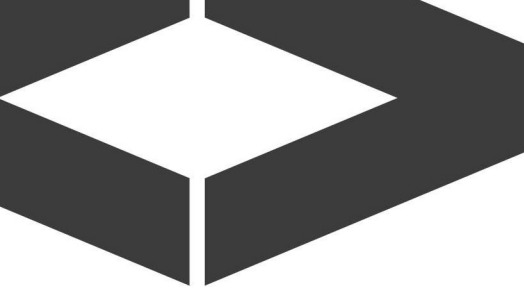
1. Scope of application

- (1) Unless expressly agreed otherwise in writing, these General Terms and Conditions of Purchase shall apply to all contracts between Olmatic GmbH (hereinafter collectively referred to as "**Olmatic**", "**we**" or "**us**") and its suppliers ("**Supplier**" or "**you**"), the subject matter of which is, at least in part, the purchase of goods and/or rights (hereinafter referred to as "**Purchase Item**") or the provision of services to Olmatic. They shall also apply to future business relationships, even if they are not expressly agreed again. The version of these General Terms and Conditions of Purchase valid at the time of conclusion of the contract shall apply.
- (2) These General Terms and Conditions of Purchase are addressed exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity which, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity (Section 14 BGB).
- (3) These General Terms and Conditions of Purchase shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of purchase of the supplier shall only become part of the contract if and to the extent that Olmatic has expressly consented to their application. This requirement of consent shall apply in any case, for example even if Olmatic carries out the delivery to the supplier without reservation in the knowledge of the supplier's general terms and conditions. In the event of conflicting or contradictory GTC, the supplier shall be requested to confirm in writing that only our GTC shall apply.
- (4) Individual agreements made with the supplier in individual cases (including any framework agreements, ancillary agreements, supplements and amendments) as well as the information contained in the individual order shall in any case take precedence over these General Terms and Conditions of Purchase. They must be made in writing.

2. Shape

Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting of deadlines, cancellation) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubt as to the legitimacy of the declaring party, shall remain unaffected.





3. Orders and commissions

- (1) If Olmatic's offers do not expressly contain a commitment period, Olmatic shall be bound by them for one week after the date of the offer. Olmatic may submit offers either by telephone or by e-mail. The receipt of the supplier's order confirmation by e-mail shall be decisive for timely acceptance.
- (2) Olmatic is entitled to revoke the offer or order at any time prior to receipt of the order confirmation.
- (3) Unless otherwise agreed, the preparation of offers, cost estimates, samples or similar services for Olmatic shall generally be free of charge.
- (4) The supplier's order confirmation must contain the binding delivery date.
- (5) Olmatic is entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice of at least 14 calendar days before the agreed delivery date. The same applies to changes to product specifications, insofar as these can be implemented within the supplier's normal production process without significant additional expense, whereby in these cases the notification period according to the previous sentence is at least one month. Olmatic shall reimburse the supplier for any proven and reasonable additional costs incurred as a result of the change. In the event that such changes result in delivery delays that cannot be avoided in the supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify Olmatic in writing of the additional costs or delays in delivery to be expected on the basis of a careful assessment in good time before the delivery date, but at least within five working days of receipt of the notification in accordance with sentence 1.
- (6) The supplier is not authorised to change the delivery, in particular the product specification, the service or other components of the order without Olmatic's written consent.
- (7) The supplier shall only be authorised to use third parties, in particular subcontractors, with the prior written consent of Olmatic. Any other subcontracting to third parties is also only permitted with our written consent. Any violation shall entitle the supplier to claim damages.
- (8) The supplier is obliged to provide Olmatic with all documents required for the use, operation or processing of the delivery item free of charge.

4. delivery

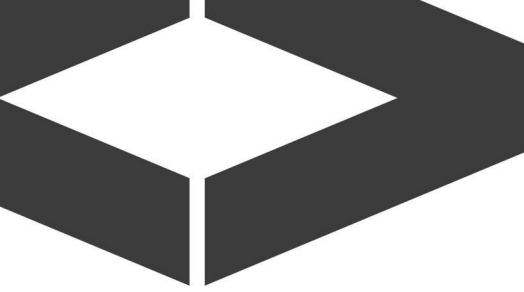
- (1) The supplier may only ship delivery items as express goods or air freight by special agreement. The transport must be carried out by a forwarding agent nominated by Olmatic.
- (2) Unless otherwise agreed, delivery shall be free to the destination specified by Olmatic. If transport costs are borne by Olmatic on the basis of an express agreement, the supplier shall choose the most economical mode of dispatch.
- (3) If, in individual cases, free delivery to the destination specified by us has not been agreed, the delivery must be made ready for collection by the carrier in good time.





- (4) The relevant delivery time (delivery date or period) specified in the order or otherwise agreed shall be binding. The supplier is obliged to inform Olmatic immediately in writing if circumstances arise or become recognisable which mean that the delivery time cannot be met. Early deliveries or partial deliveries are only permitted with Olmatic's written consent.
- (5) If the delivery item does not arrive on time at the agreed shipping address or the destination specified by Olmatic, Olmatic shall be entitled to withdraw from the contract and demand compensation for non-fulfilment or reimbursement of futile expenses after a reasonable grace period set for the supplier has expired without result. Olmatic may also withdraw from the contract immediately without granting a grace period and demand compensation for non-fulfilment or reimbursement of futile expenses if special circumstances exist which justify immediate withdrawal after weighing up the interests of both parties. Such circumstances may be that the Supplier's performance can no longer be integrated into Olmatic's work process without unreasonable delay or unreasonable additional expense.
- (6) If the day on which delivery is to be made at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without the need for a separate reminder from Olmatic. In the event of a delay in delivery, Olmatic shall be entitled to the statutory claims without restriction, including the right to withdraw from the contract and the right to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period.
- (7) In the event of delays in delivery, Olmatic shall be entitled, after prior written warning 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 damage caused by delay to be compensated by the supplier.
- (8) In the event that Olmatic is prevented from accepting the supplier's performance in whole, in part or temporarily due to force majeure, Olmatic shall not be responsible for this. For the duration of the hindrance, Olmatic shall be released from any obligation or duty to accept and shall not be liable for any resulting damages. If the hindrance within the meaning of this paragraph lasts longer than 90 calendar days, Olmatic may terminate the contract by written notice without notice. This shall not give rise to any claims by the supplier. Force majeure within the meaning of this paragraph shall mean all events whose occurrence and effects on the fulfilment of the contract Olmatic cannot prevent by reasonable measures, in particular such events which are beyond its control. This may include, in particular, war, warlike conditions, revolution, coup, insurrection, riot, blockade, embargo, inter-company labour disputes, pandemic, epidemic or natural disasters.
- (9) Olmatic is entitled to refuse acceptance of the delivery and to return the goods at the supplier's expense if the delivery is made before the agreed delivery date and Olmatic has not given its consent to the early delivery.
- (10) Retention of title by the Supplier shall only apply insofar as it relates to the payment obligation for the respective products to which the Supplier retains title and insofar as it has been expressly agreed.
- (11) Unless otherwise agreed, the supplier shall take out transport insurance that corresponds to the value of the delivery item and also covers transport at Olmatic's factory to the place of destination.





The supplier hereby assigns to Olmatic any claims arising from the insurance. The supplier shall remain authorised to collect the claim against the insurance company.

- (12) The supplier must enclose a delivery note stating the order date with the order.
- (13) At Olmatic's request, the Supplier shall take back the packaging or parts thereof free of charge at the place of the shipping address. Olmatic shall only be obliged to store or dispose of the Supplier's packaging material on the basis of an express agreement.

5. insurance

- (1) The supplier must take out sufficient liability insurance at its own expense for damage caused by it, its personnel, its authorised representatives or by the delivery item itself until the expiry of the warranty obligation. Olmatic shall be informed of the amount of cover per damage event upon request.
- (2) If Olmatic is held liable by third parties for product liability, the supplier shall indemnify Olmatic on first demand against all damage caused by the supplier, provided that the supplier is liable to the third party itself. Any further claims for damages shall remain unaffected.

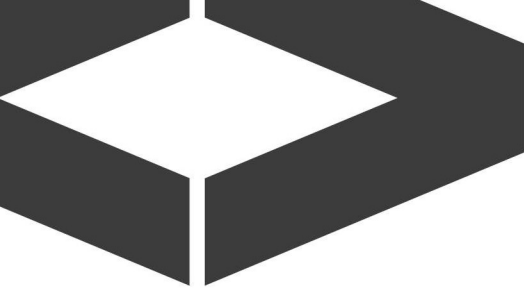
6. Transfer of risk

Unless otherwise agreed, the risk shall pass to Olmatic upon handover of the delivery item at the agreed shipping address or specified destination.

7. Price and payment

- (1) The prices stated in the order confirmation are fixed prices including all ancillary costs (e.g. costs for packaging, transport costs including any transport and transport liability insurance). They are exclusive of VAT, which must be shown separately in each case.
- (2) If sliding prices have been agreed, even if the agreed delivery date is exceeded by the supplier, we shall only pay the price that would have been calculated if the delivery date had been met.
- (3) Payment periods shall run in accordance with the conditions specified in the order. Payments must be made within 60 days. If payments are made prematurely within 30 days, the invoice amount less 2% discount shall apply. The aforementioned periods shall commence when both the risk has passed to Olmatic and the invoice has been received by Olmatic. The date on which Olmatic demonstrably issues the transfer order shall be decisive for compliance with the payment deadline.
- (4) The Olmatic order number must be stated on all invoices. The order currency and invoice currency must match. If an invoice does not meet these requirements, Olmatic shall be entitled to reject the invoice. In this case, the invoice shall not trigger any due date in accordance with paragraph (3) above. Invoices shall be issued separately for each delivery.



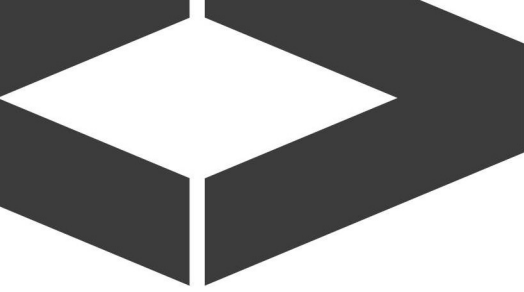


- (5) If, after the order has been placed, it becomes apparent that the supplier's creditworthiness or ability to deliver has deteriorated in a way that jeopardises the fulfilment of the contract, Olmatic shall be entitled to withdraw from the contract.
- (6) In the event of default in payment, Olmatic shall owe default interest in the amount of five percentage points above the base interest rate in accordance with Section 247 BGB.
- (7) The INCOTERMS in the version valid at the time of conclusion of the contract shall apply to the interpretation of trade terms. If no special agreement has been made, the prices are understood to be free place of use duty paid (DDP) including packaging.

8. Claims for defects

- (1) The supplier warrants within the period specified in paragraph (3) that the delivery item has no material defects or defects of title, but has the agreed quality. Such a defect shall also be deemed to exist if the delivery item does not comply with the contractually agreed or customary purpose of use, the recognised rules of technology and the applicable statutory and official regulations, in particular approval regulations, occupational health and safety regulations and accident prevention regulations at the time of transfer of risk. Insofar as CE, DIN, ISO, VDE, VDI, DVGW standards or equivalent standards are applicable to the delivery item, it must comply with them upon 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 delivered goods. The acceptance or approval of submitted samples or specimens shall not constitute a waiver of warranty claims.
- (2) The supplier must inspect the delivery items at Olmatic's request and issue or present a test certificate.
- (3) Unless otherwise agreed, all claims for material defects shall become time-barred within three (3) years from the transfer of risk. Defects of title shall become time-barred within ten (10) years of the transfer of risk.
- (4) The period for the notification of defects that can only be detected during an inspection that goes beyond a mere incoming goods inspection is two weeks and begins with the delivery. Olmatic's duty to inspect shall be limited to defects which become apparent during our incoming goods inspection by external examination, including the delivery documents (e.g. transport damage, deviation from the agreed quality, incorrect and short delivery). In the case of hidden defects, the notification period shall commence upon discovery of the defect.
- (5) Olmatic shall be entitled to remedy defects itself, have them remedied by third parties or procure other replacements at the Supplier's expense if the Supplier refuses to fulfil its obligations due to Olmatic's claims for defects or fails to fulfil these obligations within a reasonable period of time.
- (6) Irrespective of the above provisions, Olmatic shall be entitled to terminate framework supply agreements for good cause if the supplier repeatedly delivers defective goods despite having been warned.





9. Liability of the supplier

- (1) The supplier shall be liable in accordance with the statutory provisions. In particular, the supplier shall be liable to Olmatic for all damage culpably caused by it, its personnel and other third parties employed by it within the scope of the project. Furthermore, the supplier shall indemnify Olmatic against any costs incurred by Olmatic as a result of claims being made against Olmatic for damage caused by its delivery items, the cause of which is attributable to the supplier's area of responsibility.
- (2) In the event that the supplier or a third party commissioned by the supplier carries out work on the premises of Olmatic or a third party designated by Olmatic, in particular of Olmatic's customers, the supplier must ensure that the company regulations of Olmatic or the third party designated by Olmatic are complied with in their respective valid version. Olmatic shall make these available to the supplier on request. In the event of violations of these, the supplier alone shall be liable.
- (3) The supplier shall indemnify Olmatic against all costs incurred by Olmatic as a result of claims being made against Olmatic for damages whose cause is attributable to the supplier's area of responsibility. This shall also apply in the event of a claim against Olmatic under the Product Liability Act.

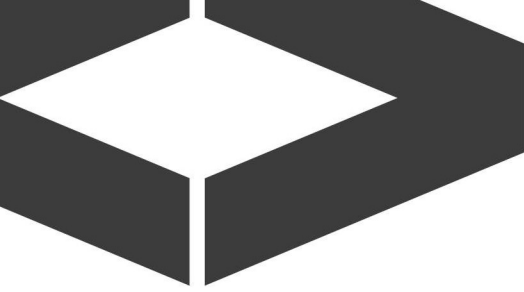
10. Our liability

- (1) Unless otherwise provided for in these General Terms and Conditions of Purchase, including the following provisions, Olmatic shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) Olmatic and its vicarious agents shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, Olmatic shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty), for
 - a. for damages resulting from injury to life, limb or health,
 - b. for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely);

In this case, however, Olmatic's liability shall be limited to compensation for foreseeable, typically occurring damage.

- (3) The obligations arising from para. (2) shall also apply to third parties and to breaches of duty by persons (including in their favour) whose fault Olmatic is responsible for under statutory provisions. They shall not apply if a defect has been fraudulently concealed by the Supplier or a guarantee for the quality of the goods has been assumed and for claims of the Customer under the Product Liability Act.
- (4) Insofar as liability is excluded or limited, the supplier shall also be obliged to indemnify Olmatic against third-party claims upon first request.





11. Property rights of third parties

The supplier shall be liable to Olmatic for any claims arising from an infringement of industrial property rights and/or applications for industrial property rights when using the delivery item supplied by the supplier. The supplier shall indemnify Olmatic against all claims arising from such infringements and undertakes to bear all costs incurred in this connection, including the costs of any licence fees to be paid and reasonable legal costs. In addition, the supplier shall support Olmatic in any extrajudicial and judicial disputes with the owner of the property rights. Further legal or contractual claims on our part due to defects of title of the goods shall remain unaffected.

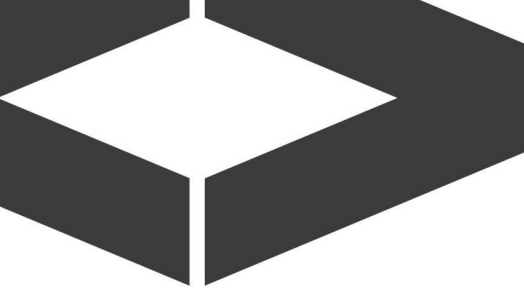
12. Confidentiality

- (1) The contracting parties undertake to keep confidential information of the other contracting party secret.
- (2) Confidential information is information that is either expressly labelled as such or where it is clear from the circumstances that it is confidential information.
- (3) Olmatic may disclose confidential information to third parties insofar as this is necessary in connection with the fulfilment of the contract. In this case, Olmatic shall oblige the third party to maintain confidentiality in accordance with its own obligations.
- (4) Neither Olmatic nor the supplier shall make the information provided to them and labelled as confidential the subject of applications for industrial property rights, nor shall they oppose applications for industrial property rights by the other party.
- (5) The obligation to maintain confidentiality shall not apply to confidential information that is generally known, that was demonstrably already known to the receiving party prior to its disclosure, that was demonstrably independently developed or lawfully obtained by a contracting party, that has otherwise become generally known without breach of the confidentiality obligations of one of the parties or that one of the parties is obliged to disclose due to an official or court order or otherwise by law. The confidentiality obligation shall expire in any case three years after the complete fulfilment of the contract.
- (6) Suppliers may only advertise their business relationship with Olmatic with our prior written consent.
- (7) Olmatic shall retain title and copyright to all documents provided to the supplier. In the event that the contractual relationship does not materialise or is terminated, these must be returned to Olmatic or deleted upon first request.

13. Samples, drawings, models and operating instructions

- (1) Olmatic reserves all property rights and industrial property rights to all information carriers provided by Olmatic to the supplier, in particular samples, drawings and production documents. These documents may not be made accessible to third parties unless they are information that has become public knowledge or has been lawfully disclosed to the supplier by a third party prior to the handover or becomes lawfully known thereafter. These information carriers must be returned to Olmatic





immediately as soon as they are no longer required for the fulfilment of the obligations owed by the supplier to Olmatic. There shall be no right of retention.

- (2) Tools, devices and models that Olmatic makes available to the supplier or that are manufactured for contractual purposes and charged separately to Olmatic by the supplier shall remain the property of Olmatic. They must be labelled by the supplier as the property of Olmatic, stored carefully, protected against damage of any kind and used only for the purposes of the contract. The supplier shall notify Olmatic immediately of any damage to these items that is not merely insignificant. Upon request, the supplier shall be obliged to return the items to Olmatic in proper condition if they are no longer required by the supplier for the fulfilment of the contracts concluded with Olmatic.
- (3) The supplier's manufacturing equipment and documents shall become the property of Olmatic upon delivery. The supplier is obliged to comply with all applicable German and European regulations regarding the handover and/or availability and/or attachment of technical or other documents, information, operating or other instructions, declarations and labelling. The supplier shall provide Olmatic with operating instructions for the delivery item in all official languages of the European Union in written and electronic form, unless otherwise agreed. Olmatic shall have the right to use operating instructions provided by the supplier in whole or in part in any form. This applies in particular to the integration of the operating instructions into overall operating instructions. Obligations of the supplier that go beyond the provisions of this paragraph based on German or European regulations shall remain unaffected.

14. Compliance

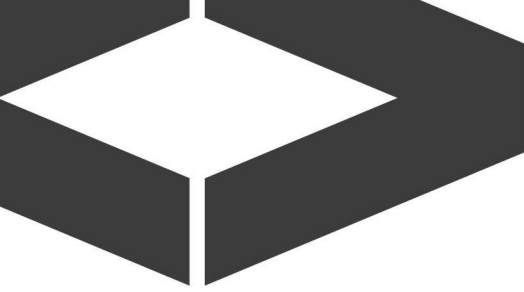
The supplier is obliged to take necessary and appropriate measures to prevent corruption. In particular, the supplier undertakes not to offer, promise or grant any benefits or other advantages (e.g. money, gifts of monetary value and invitations that are not primarily of a business nature, such as sporting events, concerts, cultural events) to employees or members of Olmatic's executive bodies, or to offer, promise or allow such benefits to be offered, promised or granted by employees, members of executive bodies or third parties.

15. Assignment, offsetting, right of retention

- (1) The assignment of the Supplier's rights and/or the transfer of the Supplier's obligations under the Contract shall require Olmatic's prior written consent.
- (2) The supplier is only entitled to offset if the counterclaim is recognised, undisputed or legally established.
- (3) The supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship and is recognised, undisputed or legally established.

16. Miscellaneous





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- (1) The law of the Federal Republic of Germany shall apply to the terms and conditions of purchase between Olmatic and the supplier, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German private international law.
- (2) The exclusive place of jurisdiction for all disputes arising from the business relationship between Olmatic and the supplier is the District Court of Rottweil, Germany. Olmatic shall also be entitled to bring an action at the supplier's registered office or at any other legally permissible place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- (3) Unless otherwise agreed, the place of fulfilment for all services of the supplier and Olmatic shall be the destination specified by Olmatic. In the event that Olmatic does not specify a destination, the place of fulfilment shall be Olmatic's registered office.

Freudenstadt, November 2024

The management of Olmatic GmbH

