

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT

of Invatec GmbH
(State 10/2025)

1 Scope of Application, Protective Clause, Written Form

- 1.1 Only the General Terms and Conditions at hand (abbreviated "**GTC**") shall apply to our procurement of goods and services (in the following referred to as "**Services**"), without any requirement to explicitly make reference to the above in each individual case. Any deviating, conflicting, and additional terms and conditions of the Contractor shall become integral part of the agreement only insofar as we have explicitly acknowledged their applicability in written form. The unconditional acceptance of deliveries shall not constitute any form of acknowledgement. Individual agreements entered into in individual cases shall rank prior to our **GTC** only if explicitly entered into or explicitly confirmed by us.
- 1.2 Unless otherwise explicitly specified in the **GTC** at hand, the specific written form agreed shall also be deemed in compliance with the text form (as defined in Section 126b of the German Civil Code [[§ 126b BGB](#)]).

2 Contract Conclusion

- 2.1 Our orders placed verbally or by telephone as well as any supplements and modifications of an order shall require our written confirmation. We shall be bound to our order for two weeks as of the order date. We shall, however, be entitled to annul the order until reception of a written acknowledgement of receipt of the Contractor with identical content.
- 2.2 The Contractor undertakes to verify any and all orders and other contractual documents with respect to completeness, correctness and suitability for the envisioned purpose either communicated by our company or recognisable and shall immediately point out discrepancies or errors to our company in written form. The individual responsibility for performance by the Contractor remains unaffected by this.

3 Services performed

- 3.1 Our order as well as - if applicable - the specifications and manufacturing documents handed over by our company or confirmed to the Contractor shall be decisive for the content, type and extent of the Services. The Contractor shall bear the procurement risk for his Services unless the product in question is a built-to-order product. In case of contracts not fully performed (particularly call-off contracts), the Contractor undertakes to implement modifications to the Services upon our request, provided that these are not unreasonable. Insofar as plausibly justified by the Contractor, he may demand an adjustment of the costs and delivery periods in accordance with the costs and delivery periods initially agreed on.

- 3.2 Any and all delivery items shall be manufactured using material and tools with best suitability and in good order and condition, which shall correspond to our technical specifications communicated as well as the relevant ISO Standards, European and German Standards, legal provisions (particularly specified in the Product Safety Act), guidelines of the professional associations and the like. These shall also define the quality standard of the Services without any explicit agreement.
- 3.3 The Contractor undertakes to submit a complete documentation (e.g. proof of origin, preferential supplier's declaration, safety data sheet, operating and maintenance instructions).
- 3.4 The Contractor undertakes to obtain any and all necessary approvals and authorisations for his Services. Compliance with any and all statutory and regulatory stipulations, the relevant applicable ISO Standards, European and German Standards, guidelines of the professional associations and the like as well as the state of the art shall be mandatory for his Services.
- 3.5 Provided that Services are manufactured or rendered in accordance with our specifications, an acceptance inspection shall be mandatory – also if not explicitly agreed. Acceptance shall occur as soon as a test has verified the fact that the Services are free from defects or at most present negligible defects. A report shall be drawn up for the acceptance inspection, which shall be signed by both parties.
- 3.6 Insofar as the Contractor renders Services in our premises or in third-party premises, he shall comply with the rules of the house, safety stipulations, and other relevant provisions; it is the responsibility of the Contractor to procure said stipulations. Any storage of material for the Services shall occur only upon prior consultation with our company. Workplaces shall be maintained in an accident-proof condition anytime and left orderly and clean every day after termination of work.
- 3.7 The Contractor undertakes to also render Services not explicitly agreed insofar as these are indispensable for fulfilment of his performance obligation. We shall furthermore be entitled to demand modifications of the Services within reasonable bounds subject to the relevant adaptation of prices and performance periods.
- 3.8 The Contractor undertakes to treat objects entrusted to him either by our company or on our behalf in connection with his Services (e.g. materials, equipment, documents) carefully and immediately communicate any-damages to us.
- 3.9 Drawings and plans shall be submitted to our company also in digital, modifiable form as open source files in a structured and well documented manner including a written documentation.
- 3.10 The Contractor shall name his subsuppliers on request. We are entitled to reject a subsupplier for cause; should this result in postponements or cost changes, we shall adjust this with the Contractor.
- 3.11 If the Contractor only functions as an intermediary for the sales of goods, he shall be required to inspect said goods for defects prior to their delivery to us.

- 3.12 For the duration of the usual utilisation period of the Services, at least for a period of ten years after delivery, the Contractor undertakes to supply spare, wear and detachable parts for the Services at usual market prices. Should the supplier intend to terminate the production of said parts, he shall communicate this to our company – irrespective of his obligation as per Phrase 1 – at least three months prior to the stop of production.
- 3.13 The Contractor shall communicate any changes of his production processes, the production site, the material employed and of the subsuppliers to our company unless the Contractor may assume on the basis of due diligence that any and all influence on the quality or condition of his Services regarding the purpose of utilisation may be discernably excluded.

4 Subcontractors

- 4.1 The Contractor himself undertakes to render the Services. The Contractor undertakes to only employ staff who possess the necessary skills and abilities, experience, and qualifications and shall submit proof for this to our company upon request.
- 4.2 Without our company's previous written consent, the Contractor shall not be entitled to have the contractual Services owed rendered by third parties (e.g. subcontractors, freelance collaborators).

5 Time of Performance, Shipping, Passage of Risk

- 5.1 Agreed delivery dates and time limits shall always be binding for the Contractor.
- 5.2 The Contractor undertakes to immediately inform our company in writing if he anticipates that he will presumably be unable to comply with agreed times of performance - for whatever reasons. We shall be entitled to the statutory claims and rights in case of delay. If a fixed-date purchase is concerned, we shall be entitled to withdraw from the contract without further ado or continue to demand fulfilment if the time of performance agreed as fixed is exceeded– notwithstanding our other rights.
- 5.3 A delay caused by the Contractor shall furthermore entitle our company to demand as contract penalty 1% of the net price of the entire order, however, not more than 5% of the net price of the entire order for each completed week by which the time of performance is exceeded. This shall accordingly apply if a delay occurs with respect to partial Services. Claims for damages remain unaffected by this. The contract penalty shall be credited to a claim for damages. If our company accepts the delayed Service, claiming of contract penalties shall occur at the latest with the final invoice.
- 5.4 Shipping shall be free domicile and performed at the risk of the Contractor to the location specified in our order. This shall also apply for potential return shipments. The Contractor shall be liable for compliance with the shipping instructions specified. If an acceptance inspection occurs, the risk shall be transferred to our company only with the declaration of acceptance.
- 5.5 The Contractor shall employ the most environmentally compatible packaging possible. The return shipment of empty containers and packaging material, unless disposable packaging is used, shall be effected carriage forward at the Contractor's expense.

- 5.6 The Contractor undertakes to include a delivery note with each shipment, which shall specify our order number, item number, the quantity, the point of delivery, and the designation of the goods, provided that these are specified in our order. We shall otherwise be entitled to decline acceptance without any claims of the Contractor arising. The Contractor shall bear the resulting costs.

6 Prices, Invoicing, Payment

- 6.1 Unless otherwise agreed, the agreed price shall be a lump-sum and fixed price plus the statutory value added tax including any and all ancillary Services and incidental expenses (e.g. assembly, installation, packaging, transportation, transport insurance, social contribution for artists) and shall be due for payment after delivery of the goods and/or acceptance of the Services.
- 6.2 Invoices shall be submitted together with the shipment as a single copy in accordance with the statutory provisions, specifying the quantity of parcels, the quantity of the delivery and, where applicable, providing the number information for the packages. Our item number together with the order number shall be specified for each item, provided that this information is specified in our order. If the invoice concerns goods from various shipments, the information which order is satisfied with the respective delivery shall be provided.
- 6.3 A detailed job description shall be included in every invoice for Services provided.
- 6.4 Upon receipt of a proper invoice, we shall pay – at our discretion – within a period of 14 days with a discount of 3% or within 30 days without any discount.
- 6.5 Should essential changes occur regarding the market situation, the Contractor shall negotiate a price adjustment with us. Should these negotiations fail, we shall be entitled to terminate existing contracts with a period of notice that adequately takes into account the interests of both contractual parties. If this is the case, the Contractor shall be entitled to only charge our company for the actually incurred costs for materials that cannot be employed otherwise. We shall be entitled to the respective right of termination also if the prices of the Contractor are above the market level or at least 3% higher than the prices of a comparable competitor and if he is unable to offer our company more competitive prices within a period of one month following our written request.
- 6.6 We shall be entitled to the rights of set-off or rights of retention and the right to object to unfulfilled contracts to the statutory extent; in particular, we shall be entitled to withhold due payments as long as we are entitled to claims from incomplete or faulty Services vis-à-vis the Contractor.

7 Inspection, Defects

- 7.1 Unless otherwise defined in the following, the statutory provisions shall apply to our rights in case of material defects and deficiencies in title of the Services and in case of other breach of duties by the Contractor.
- 7.2 Provided that no acceptance inspection occurs, we shall perform random tests upon reception of the Services in the orderly course of business and thus comply with any potential duties to inspect. Provided that no acceptance inspection occurs, we shall perform random tests only upon

reception in the orderly course of business, namely in the form of identity verifications, verifications of rough quantities, and inspection for recognisable transport damages. With the above, we thus comply with our statutory duties to inspect. We shall communicate recognisable defects to the Contractor within a period of 15 working days. The period shall start with the discovery of the deficiency in case of concealed defects.

- 7.3 If the Contractor is in default with the remediation of a defect or if a risk of substantial damage arises for our company or for one of our customers as a result of a delay of the remediation of a defect, we shall be entitled to perform the remediation of the defect either ourselves or have a third party remedy the defect at the expense of the Contractor, also without previously making a request to the Contractor. We shall inform the Contractor about this at the earliest possible time.
- 7.4 The costs of rectification also include the costs for troubleshooting and the sorting costs incurred by our company or by our customers.
- 7.5 The period of limitation for our claims on account of a material defect is two years, on account of a deficiency in title four years as of the delivery and/or acceptance. Longer periods of limitation on account of other claims that are not attributable to the defect as such remain unaffected. Longer statutory periods of limitation shall also remain unaffected (e.g. for construction defects or on account of rights to recover possessions in rem).

8 Product Liability

- 8.1 If the Contractor bears the responsibility for a product defect he undertakes to indemnify our company from the claims of third parties on account of personal injuries or material damages insofar as the cause lies within his organisational and controlling responsibility and he is personally liable vis-à-vis third parties.
- 8.2 If this is the case, the Contractor undertakes to also reimburse potential expenditures of our company in accordance with Sections 683, 670 of the German Civil Code [§§ 683, 670 BGB] that arise as a result of or in connection with a recall campaign performed by our company or by our customer insofar as we and/or our customer were obliged to perform such a recall campaign or the recall campaign was appropriate. We shall communicate the content and scope of the recall campaign to be performed to the Contractor - to the extent possible and reasonable - and give him the opportunity to comment on these grounds.
- 8.3 If damage claims are raised against our company by third parties in Germany or abroad without fault on account of a product defect that lies within the responsibility of the Contractor, the Contractor shall be liable towards our company accordingly. The same burdens of proof shall be applicable to the relationship between our company and the Contractor that also apply to the relationship between our company and the third parties.

9 Infringements of Industrial Property Rights

The Contractor undertakes to ensure that no rights of third parties, in particular any industrial property rights or applications for industrial property rights, are being violated by the contractual use of the Services. Insofar as the Contractor could have recognised and avoided this, he undertakes to indemnify us from expenditures and damages that result from claims of third parties

on account of a violation of such rights. Our claims arising from the paragraph at hand shall come under the statute of limitation in the statutory limitation period (Section 195 of the German Civil Code [§ 195 BGB]).

10 Rights

- 10.1 Any and all rights in the results of activities (including research and development activities) that are to be performed by the Contractor for our company as well as any and all patent and utility patent rights, design rights, trademark rights, and other commercial protective rights, including rights in drafts and designs, shall pass and are transferred to our company fully and unconditionally at the time of creation; we accept the transfer. If the Service provided by the Contractor is the preparation of a copyright work, we shall obtain the exclusive, assignable, irrevocable as well as temporally and locally unlimited right to use and commercially exploit the Services at the time of delivery by the Contractor, in particular to multiply, process, make publicly accessible as well as to cede them to third parties free of charge or against payment, either limited in time or permanently, in particular also in connection with other products; we are thus entitled to any and all rights of use, rights to edit, and exploitation rights in the Services without any limitation. Any and all claims of the Contractor for the granting of the rights shall be compensated by the agreed fee – this excludes in particular licence fees now and in the future. The Contractor waives the right to be named as the originator.
- 10.2 If the Services wholly or partially consist of the permission to use standard software, the Contractor undertakes to grant our company a non-exclusive, assignable, temporally and locally unlimited and irrevocable right of use for the software. We are generally entitled to multiply said software – insofar as required for its contractual utilisation.
- 10.3 The Contractor undertakes to conclude written agreements with his employees and/or third parties, which must ensure compliance with his obligations resulting from the above stipulations and shall submit said agreements, at minimum the relevant parts of them, to our company upon request.
- 10.4 The Contractor undertakes to ensure that his Services and/or their contractual utilisation do not infringe any rights of third parties in the countries that we supply and in which the products are subject to contractual use; this shall particularly apply to the European Union and the European Economic Area.
- 10.5 Should enhancements of free-issue parts (cf. Para. 12.1) be implemented during the performance of our order and/or other enhancements on the Contractor's end on account of our manufacturing documents, we shall obtain a free-of-charge, non-exclusive right of use for our own exploitation also of said enhancement and of any potential protective rights therein.

11 Software

If the Service wholly or partially consists of software, which the Contractor creates for our company, the Contractor is obliged to cede the source codes to our company. Insofar as only the ceding of the object codes has been agreed with the Contractor, we shall be entitled to demand the depositing of the source code (e.g. with TÜV Süd) at our expense. Together with the software, we shall receive a printable user documentation as well as additionally a development

documentation, each in German language – if a transfer of the source code is owed. We are furthermore entitled to demand conclusion of a usual maintenance contract under the usual terms and conditions from the Contractor.

12 Free-issue Parts

- 12.1 Illustrations, concepts, plans, drawings, calculations, executive instructions, product descriptions , tools, models, and other documentation and materials that we make available to the Contractor or that are otherwise made available free of charge or that are directly delivered to the Contractor on our behalf (free-issue parts) shall remain our property.
- 12.2 Free-issue parts may neither be sold, assigned as security, pawned, relayed to third parties nor utilised for or made accessible to third parties without our consent. Free-issue parts shall be insured by the Contractor against any ordinary risks at his own expense and stored as our property and separated from identical or similar objects in the possession of third parties or of the Contractor. The Contractor shall be entitled to utilise free-issue parts exclusively for the manufacturing of our order and undertakes to return them immediately upon our request. The Contractor undertakes to also enforce the above obligations with his vicarious agents.
- 12.3 The Contractor undertakes to immediately inform our company of any pending seizure of free-issue parts as well as of any other infringement of our rights just as is the case for loss or damage. He shall also undertake to sort out free-issue parts.
- 12.4 Any processing, mixing or combination of free-issue parts by the Contractor shall be performed for our company. Should the property right of third parties remain in force in case of the processing, mixing or combination with the property of third parties, we shall acquire a co-ownership in the new object in proportion to the value of our free-issue part vis-à-vis that of the other objects.
- 12.5 The multiplication of documents and materials ceded to the Contractor by our company or of such documents and materials prepared or manufactured by the Contractor based on our specifications, shall be permissible only insofar as required for the preparation and processing of the quote and/or performance of the Services. Insofar as the Contractor shall cede such documents to a subsupplier, he undertakes to impose an appropriate written obligation onto the subsupplier and submit it to our company on request.
- 12.6 Objects manufactured on the basis of our specifications may neither be offered nor delivered to third parties without our consent; this obligation shall also continue to remain in force after termination of our business relationship.
- 12.7 Free-issue parts shall be treated with care by the Contractor and immediately returned upon termination of the contract.

13 Reservation of Proprietary Rights

We object to any and all forms of expanded or extended proprietary rights.

14 Secrecy

- 14.1 The Contractor undertakes to treat as a trade secret any and all commercial and technical information, which may become known to him as a result of the business relationship with our company and he may use them only for the purpose of collaborating with our company as long and insofar as they are not or become common knowledge, in particular any and all information identified as “secret”, “confidential” or the like. The information is to be kept in a safe place and protected against the unauthorised access by third parties. This shall also apply to information of our customers. This shall particularly also apply to vicarious agents (also employees) of the Contractor. Obtaining written commitments from them is mandatory; the commitments shall be submitted to our company upon request.
- 14.2 Insofar as not prohibited by copyright or law anyhow, the Contractor is prohibited from acquiring a trade secret by way of observation, examination, reverse engineering or testing of products or objects that we have ceded to him.
- 14.3 The Contractor shall only be entitled to make reference to a business relationship that exists with our company for advertising purposes with our previous written consent.
- 14.4 The publication of Services manufactured on our behalf and based on our specifications for the purpose of self-advertisement of the Contractor requires our previous written consent.

15 Data Protection

The Contractor undertakes to ensure compliance with any and all applicable data protection provisions, also by potential employees and performing or vicarious agents. The persons employed by the Contractor shall be committed to confidentiality in accordance with the General Data Protection Regulation.

16 Minimum Wages

The Contractor undertakes to comply with the provisions of the Minimum Wages and Working Time Act and shall also commit his subcontractors accordingly. He undertakes to indemnify our company in case of claims raised by third parties on account of a violation of the Minimum Wages and Working Time Act by the Contractor or by his subcontractors.

17 Right of Retention

The Contractor is not entitled to retain his Services wholly or partially insofar as they are required by our company in order to comply with our contractual obligations vis-à-vis our customers, namely also not in case of a dispute regarding remuneration claims of the Contractor; upon request of the Contractor, we undertake to deposit disputed remuneration claims on a trust account or escrow account.

18 Insurance

During the contractual relationship, the Contractor undertakes to maintain appropriate liability insurance coverage with minimum sums insured of 1.0 million € for personal injuries and/or material damage and provides proof for this upon request.

19 Export Control

The Contractor undertakes to communicate to our company as early as possible any and all information and data in writing that we require in order to comply with the applicable foreign trade and payment legislation for export, shipment, and import, and also in case of further sale if the Services are re-exported.

20 REACH Regulation

- 20.1 With respect to his Services including packaging, the Contractor undertakes to comply with Regulation EC 1907/2006 dated 18.12.2006 (REACH-VO) including subsequent amendments and modifications at the time when the Services are rendered. The Contractor explicitly assures that the products do not contain SVHC substances as per Art. 33 Para. 1 REACH-VO.
- 20.2 Every product (including its packaging), which contains or releases substances that require registration or approval as per the REACH-VO needs to be registered or approved. If registration is not required for the Contractor himself as per the REACH-VO, he undertakes to commit his subsuppliers to compliance with the obligations as per the REACH-VO. The Contractor undertakes to submit proof for any registration of the products made by the Contractor or his subsuppliers in writing upon request.
- 20.3 Together with every delivery, the Contractor undertakes to communicate the current and complete relevant Safety Data Sheet in compliance with the requirements of the REACH-VO to our company, also if this is not mandatory in accordance with the REACH-VO. The Contractor undertakes to furthermore communicate any and all information and documentations required in accordance with the REACH-VO to our company within the statutory periods and/or forward information provided by subsuppliers immediately.
- 20.4 In case we are held liable by customers, competitors, authorities or other third parties on account of a violation of regulations of the REACH-VO that can be attributed to a product supplied by the Contractor, the Contractor undertakes to indemnify our company from any and all claims.

21 Concluding Provisions

- 21.1 The place of jurisdiction is at our corporate seat.
- 21.2 If the Contractor is a trader, legal entity governed by public law or governed by public special funds, the place of jurisdiction for any and all disputes arising from or in connection with the contractual relationship shall be at our corporate seat or also at the corporate seat of the Contractor, which shall be at our discretion. This shall also apply in cases in which the Contractor does not have a domestic general place of jurisdiction, has moved his place of residence or usual place of abode to a foreign country after conclusion of the contract or if neither the place of residence nor the usual place of abode of the Contractor are known at the time proceedings are commenced.

21.3 German law shall apply.

21.4 In the event that one or several of the above provisions is/are or become(s) invalid, the validity of the remaining clauses shall not be affected.
