

– Preamble –

These GTCP are used by the following companies within the GEDORE Group:

GEDORE Werkzeugfabrik GmbH & Co. KG

GEDORE Digital Solutions GmbH GEDORE GmbH

(all based in Remscheid)

GEDORE Automotive GmbH

(based in Donaueschingen)

GEDORE Torque Solutions GmbH

(based in Vaihingen an der Enz)

1. Scope of application

- 1.1 These General Terms and Conditions of Purchase (GTCP) apply to all orders and contracts between the GEDORE Group and companies within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter referred to as "Supplier" or "Contractor") in the version valid at the time of conclusion of the contract, version 01.06.2026. The Supplier shall be given the opportunity to take note of these terms and conditions at the latest upon placing the order (Appendix / link to the specifically designated version) and shall acknowledge their validity by confirming the order, commencing the provision of services or making a delivery. We shall not accept any terms and conditions of the Contractor that conflict with or deviate from our General 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 the Contractor's delivery without reservation whilst being aware of any terms and conditions of the Contractor that conflict with or deviate from our Terms and Conditions of Purchase.
- 1.2 Our General Terms and Conditions of Purchase apply only to businesses (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law.

2. Enquiry and quotation

- 2.1 These GTCP also apply to enquiries made by us. Our enquiries are non-binding.
- 2.2 The Contractor must adhere strictly to the specifications and wording of our enquiry in the quotation. Any deviations must be expressly pointed out. Quotations are provided free of charge.

3. Order

- 3.1 Our orders shall only be deemed binding upon written submission or confirmation.
- 3.2 Unless we have expressly waived the requirement for an order confirmation, every order must be confirmed to us within three (3) working days by means of an order confirmation (by email only), stating the binding delivery time. A delayed or supplementary acceptance of our order shall be deemed a new offer and requires our acceptance.
- 3.3 If the Contractor uses AI systems (e.g. text or image generators) to produce goods or services, they must notify GEDORE of this by email or in text form in advance. The use of such systems requires our prior consent if any GEDORE information is processed.

4. Prices, invoicing, terms of payment

- 4.1 The prices stated in the order are binding. If no prices are specified, the Contractor's valid list prices shall apply, subject to standard trade discounts.
- 4.2 Unless otherwise agreed in individual cases, the price shall include all services and ancillary services provided by the Contractor (e.g. assembly and installation) as well as all ancillary costs (e.g. proper packaging and transport costs).
- 4.3 We are an SLVS (Freight Forwarding, Logistics and Warehousing Insurance Certificate) exempt customer; as such, we shall not reimburse any corresponding insurance premiums or fees payable to the Contractor's insurers.
- 4.4 The Contractor must take back packaging materials at our request.

- 4.5 Invoices must be sent in electronic form (preferably as a PDF) to the agreed email address following delivery or performance of the service. Agreed payment terms or discount periods shall commence at the earliest upon acceptance of the delivery or acceptance of the service, insofar as acceptance has been agreed, and upon receipt of a verifiable invoice entitling us to deduct input tax. The later of these dates shall prevail.
- 4.6 The Contractor must include the order details (supplier number, order number, order date) on the invoice. Should this obligation not be met, resulting in a delay in processing by us within the scope of our normal business operations, the payment terms set out below shall be extended accordingly.
- 4.7 Unless otherwise agreed, payments shall be made within 45 days with a 3% discount or within 90 days net from receipt of a verifiable invoice and proof of delivery of goods/provision of services, unless otherwise expressly agreed. For our payments to be deemed timely, it is sufficient for our bank to receive our transfer order before the expiry date of the payment deadline.
- 4.8 We shall not be liable for interest on arrears. The statutory provisions shall apply in the event of default. In any event, a reminder from the Contractor is required for default to occur.

5. Set-off, right of retention, assignment

- 5.1 The Contractor may only invoke rights of set-off and retention insofar as their claim is undisputed, acknowledged or has been established by a final and binding court decision.
- 5.2 The assignment of claims against us requires our express consent.

6. Delivery dates

- 6.1 Agreed delivery dates are binding. If a delivery date is specified in the calendar, the Supplier shall be in default without the need for a reminder. In the event of a delay in delivery, we shall be entitled, following the fruitless expiry of a reasonable grace period, to withdraw from the contract and/or to claim damages in lieu of performance; statutory rights shall remain unaffected. We are entitled to make a substitute purchase after the expiry of a grace period; any additional costs shall be borne by the Supplier. The delivery dates specified in the order are binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be one week from the conclusion of the contract.
- 6.2 The Contractor is obliged to inform us immediately in writing if circumstances arise or become apparent to them which indicate that the agreed deadline cannot be met. The obligation to meet the agreed deadlines remains unaffected by this.

7. Delay in delivery

- 7.1 In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled, following the fruitless expiry of a reasonable period, to claim damages in lieu of performance and to withdraw from the contract.
- 7.2 In the event of a delay in delivery, we are entitled to claim liquidated damages for delay amounting to 1% of the net price per completed week, but not exceeding 5% of the net order value of the delayed delivery or partial delivery. In the case of unit prices or billing based on measurements, the net value of the delayed service that is actually billable shall be decisive. Further damages remain unaffected; any forfeited contractual penalty shall be set off against a claim for damages due to delay.

8. Documents, packaging

- 8.1 The Contractor must quote the order details (supplier number, order number, order date) on all shipping documents and delivery notes. If the Contractor fails to do so, we shall not be responsible for any resulting delays in processing; any additional costs incurred may be charged to the Contractor.
- 8.2 Deliveries must be packaged in accordance with current legal regulations. In the case of deliveries of dangerous goods, all product information, in particular safety data sheets, must be provided to us in good time prior to delivery and must also be enclosed with the consignment.

9. Delivery

- 9.1 Delivery shall be made DDP (in accordance with Incoterms 2020 or the current version thereof), unless otherwise agreed. The place of performance is the receiving plant designated by GEDORE in the order (delivery obligation at destination).

9.2 Unless otherwise agreed, the risk shall pass to us upon delivery of the goods to the agreed place of receipt. Where acceptance has been agreed, this shall be decisive for the passing of risk.

9.3 The Contractor is only entitled to make partial deliveries/provide partial services with our consent. In the event of uncoordinated partial deliveries/services, we are entitled to charge the Contractor for the additional costs incurred by us.

10. Execution, safety and quality

10.1 The delivery/service must meet the agreed specifications, comply with recognised technical standards, the applicable legal and regulatory requirements, and our operational rules and regulations.

11. Sustainability, health and safety, environment and energy efficiency

11.1 The Contractor warrants that their supplies and services comply with the requirements of all relevant occupational health and safety and accident prevention regulations, as well as the regulations of the relevant employers' liability insurance association.

11.2 The Contractor warrants that the products and services supplied comply with all relevant regulations, in particular the Directive on the Restriction of Hazardous Substances in electrical and electronic equipment (RoHS Directive), the Regulation on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the Act on the Placing on the Market, Take-back and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG), the Regulation on the Classification, labelling and packaging of chemicals (CLP Regulation) and the Directive on waste electrical and electronic equipment (WEEE Directive).

11.3 The Contractor must provide us with up-to-date evidence that the delivered items are free from harmful substances, free of charge, upon first request.

11.4 GEDORE practises sustainable procurement with integrated energy and environmental management. The Contractor warrants that the products and services supplied, from manufacture to disposal and taking into account social, ecological and economic aspects, have minimal impact on people and the environment and are manufactured or provided using the lowest possible energy consumption.

11.5 The environmental characteristics and energy efficiency of the products and services offered are decisive factors in the award of contracts, alongside their prices.

12. Weights, quantities

12.1 In the event of discrepancies in weight, the weight recorded by the Client (AG) upon receipt shall apply. The same applies to quantities.

12.2 Shortfalls in weight and/or quantity shall result in a corresponding reduction in the invoice.

12.3 Over-deliveries of +10% will be accepted. Under-deliveries will not be accepted.

13. Inspection, complaints – warranty, liability

13.1 Insofar as Section 377 of the German Commercial Code (HGB) applies, our inspection and notification of defects shall take place within the framework of normal business procedures. We shall inspect the delivered goods within 14 working days of receipt for externally visible transport damage and check them against the delivery note with regard to type and quantity and shall give notice of any defects discovered without delay. Defects discovered later or hidden defects must be reported within 14 working days of their discovery.

13.2 Unless otherwise specified below, the statutory provisions shall apply to our rights in respect of material defects and defects of title in the goods (including incorrect or short deliveries, as well as improper assembly, defective assembly, operating or user instructions, and other breaches of duty by the Contractor).

13.3 The costs incurred by the Contractor for the purposes of inspection and rectification (including any installation and removal costs) shall be borne by the Contractor. This shall also apply if it transpires that no defect actually existed. In the event of an unjustified request for rectification on our part, we shall only be liable for damages if we recognised, or through gross negligence failed to recognise, that no defect existed.

13.4 If the Contractor fails to fulfil their obligation to remedy the defect within a reasonable period set by us, we may remedy the defect ourselves and demand that the Contractor reimburse the

necessary expenses or provide a corresponding advance payment. If the Contractor refuses to provide subsequent performance, or if a fixed-date obligation exists, or if the Contractor's subsequent performance has failed or is unreasonably onerous for us (e.g. due to particular urgency, a threat to operational safety or the imminent occurrence of disproportionate damage), no deadline need be set; the Contractor must be notified immediately, if possible in advance.

13.5 If the Contractor uses AI tools, this does not release them from their responsibility for the work result. The Contractor is liable for the accuracy, legal compliance and quality of the results in the same way as for their own human work; our rights in respect of defects as described in clauses 13.1 to 13.4 apply in full in this regard.

14. Initial sample inspection

14.1 The costs for the quality inspection of samples presented for the first time (initial sample inspection) shall be borne by the Client. Should further sample inspections (repeat inspections) be necessary due to defects, the inspection costs shall be borne by the Contractor. The Contractor is entitled to receive an initial sample inspection report or an inspection report for repeat inspections.

15. Supplier recourse

15.1 We are entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 of the German Civil Code (BGB)) without restriction, in addition to claims for defects. In particular, we are entitled to demand from the Contractor precisely the type of subsequent performance (repair or replacement) that we owe to our customer in the individual case. Our statutory right of choice (Section 439(1) of the German Civil Code (BGB)) is not restricted by this.

15.2 Our claims for recourse against suppliers shall also apply if the goods have been further processed prior to their sale by us or one of our customers, e.g. by incorporation into another product.

16. Retention of title, provision of materials, tools

16.1 The transfer of ownership of the goods to us must take place unconditionally and irrespective of payment of the purchase price. If, in individual cases, we accept an offer from the Contractor for transfer of ownership conditional upon payment of the purchase price, the Contractor's retention of title shall apply only insofar as it relates to our payment obligation for the respective products in respect of which the Contractor reserves title. In this case, we shall be authorised, in the ordinary course of business, to resell the goods even prior to payment of the purchase price, with the resulting claim being assigned in advance. Retentions of title shall not be extended, transferred and retention of title extended for further processing.

16.2 We shall retain title to any parts supplied to the Contractor. Any processing or transformation carried out by the Contractor shall be performed on our behalf. If our goods that are subject to retention of title are processed with any other items that do not belong to us, we shall acquire joint title to the new item (purchase price plus VAT) in proportion to the other processed items at the time of processing.

16.3 If the item supplied by us is inseparably mixed with other items not belonging to us, we shall acquire joint title to the new item in proportion to the value of the reserved item (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 Contractor's item is to be regarded as the principal item, it is agreed that the Contractor shall transfer proportionate co-ownership to us; the Contractor shall hold sole title or joint title for us.

16.4 We shall retain title to any tools provided by us. The Contractor undertakes to use the tools exclusively for the manufacture of the goods ordered by us and to return them to us upon completion of the work; in the event of any follow-up orders, this obligation to return the tools shall apply upon completion of all work for us. The Contractor is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at their own expense. At the same time, the Contractor hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The Contractor undertakes to carry out any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, in a timely manner at their own expense. They must notify us immediately of any malfunctions; claims for damages shall not be affected by their failure to do so by their own fault.

16.5 The Contractor shall safeguard our property with due diligence, and is obliged to notify us in the event of access by third parties

to our property and to inform us immediately if a third-party lien is attached or such a measure is imminent. This also applies to goods for which we have already paid and which are still in storage with the Contractor and which, as our property, must be insured against all risks at the Contractor's expense.

17. Product liability, indemnity, liability insurance cover

- 17.1 The Contractor shall indemnify us against all claims by third parties arising from a) the supply of defective products or services, b) the infringement of third-party intellectual property rights (in particular patents, trademarks, copyright) or c) breaches of mandatory statutory provisions in connection with the delivery or service, provided that the cause lies within the Contractor's control and organisational responsibility and the Contractor is liable in relation to third parties.
- 17.2 Within the scope of their liability for claims for damages within the meaning of paragraph (1), the Contractor is also obliged to reimburse any expenses in accordance with Sections 683, 670 of the German Civil Code (BGB) or Sections 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a claim by a third party. Other statutory claims remain unaffected.
- 17.3 The Contractor also undertakes to bear the costs of precautionary measures and any resulting damage if the cause of the precautionary measure lies within the Contractor's control and/or organisational responsibility and the Contractor is personally liable within the third-party relationship. We shall inform the Contractor – as far as possible and reasonable – of the reason, nature and scope of the precautionary measure prior to its implementation and give the Contractor the opportunity to comment. Precautionary measures are measures that relate not only to individual defective products of ours, but to a large number of our products, in particular product recalls and modification campaigns.
- 17.4 The Contractor undertakes to maintain product liability insurance with a sum insured of 10 million euros per claim for personal injury, property damage or financial loss – on a lump-sum basis – for the duration of the contractual and/or supply relationship with us, and to provide us with proof of this upon request by submitting a copy of the relevant insurance policy; should we be entitled to further claims for damages, these shall remain unaffected by this provision.

18. Industrial property rights

- 18.1 Insofar as no copyright or industrial property right arises in the delivered services for legal reasons, the Contractor nevertheless grants GEDORE the exclusive, irrevocable right to use the results without limitation as to time, territory or scope. This includes, in particular, the right to pass them on to GEDORE's customers, as well as the right to reproduce, modify and publish them.
- 18.2 The Contractor shall be liable for ensuring that their delivery and the intended use of the delivered items and/or the manufactured work do not infringe any patents and/or other intellectual property rights of third parties. The Contractor undertakes to indemnify us against any claims by third parties arising from the infringement of such rights and to hold us harmless in all other respects. This shall not apply if the Contractor is not responsible for the infringement of the intellectual property rights in question.
- 18.3 We are not entitled to enter into any agreements with the third party – without first informing the Contractor – in particular to reach a settlement.
- 18.4 The Contractor's obligation to indemnify us covers all expenses incurred by us arising from or in connection with a claim by a third party.

19. Promotional material

- 19.1 The Contractor may only:
 - include references in advertising material and other publications to items produced for the GEDORE Group;
 - refer to the existing business relationship with the GEDORE and/or the GEDORE Group as a whole, or name them as a reference customer;
 - display parts (including semi-finished parts) produced for the GEDORE Group at trade fairs and similar events with our prior written consent.

20. Production documents, confidentiality

- 20.1 We shall retain ownership rights and copyrights to all illustrations, drawings, calculations and other documents; they may not be made available to third parties without our express written consent. They are to be used exclusively for production in accordance with our orders; upon termination of the business relationship, they, including any copies, must be returned to us without being asked.
- 20.2 The Contractor shall undertake to treat all technical and commercial documents provided as strictly confidential and to impose the same obligation on their employees and subcontractors. The duty of confidentiality shall not apply if the information is already in the public domain or if the Contractor can prove that it was already aware of the information prior to our disclosure. The same applies if, following disclosure, the information becomes generally known without any breach of contract; is disclosed to the Contractor by third parties without such third parties breaching any duty of confidentiality; is developed by the Contractor independently and without reference to the information provided by us; or is disclosed by us to the public or must be disclosed pursuant to statutory provisions. Any breach of this obligation shall give rise to a claim for damages.
- 20.3 Specialists and subcontractors engaged by the Contractor shall not be regarded as third parties if they have undertaken to treat the information as confidential in the same manner as the Contractor.
- 20.4 The Contractor shall not enter our trade and business secrets and personal data of which they become aware in the course of the contract into AI systems (cloud services) operated by third parties, unless we have expressly approved this in writing.

21. Data protection

- 21.1 With respect to any personal data that the Supplier processes on our behalf, the parties shall conclude a data processing agreement in accordance with Article 28 of the GDPR prior to the commencement of the agreement.
- 21.2 The Contractor shall process personal data only in accordance with documented instructions, shall implement appropriate technical and organisational measures, and shall engage subcontractors only with prior consent; obligations regarding documentation and proof remain unaffected.

22. Origin of goods, preferences, regulations in international trade

- 22.1 Documents required by us under foreign trade law, such as in particular proofs of origin and supplier's declarations, must be provided by the Contractor with all necessary details and made available to us free of charge, duly signed.
- 22.2 The Contractor undertakes to check their products to ensure that they are not subject to any prohibitions, restrictions and/or licensing requirements in international trade (e.g. with regard to the Export List, the Dual-Use Regulation, US re-export regulations, etc.) and, where applicable, to mark this clearly and unambiguously with traceable details in their quotations, order confirmations and all accompanying shipping documents with clear and unambiguous information.
- 22.3 In the event of non-compliance with these obligations, the Contractor shall be liable for any damage we may incur as a result, including additional claims for foreign import duties, fines and the like.

23. Compliance

- 23.1 The Contractor undertakes to comply with all applicable laws, in particular the provisions on the prevention of corruption in commercial transactions. The Contractor shall maintain appropriate compliance measures, train relevant staff and inform us immediately of any serious cases of suspicion relating to the contractual relationship. Where applicable, the Contractor shall assist us with due diligence obligations in the supply chain (e.g. by means of self-disclosure, evidence, remedial measures) and shall keep the necessary information available for this purpose.

24. Limitation period

- 24.1 The mutual claims of the contracting parties shall be subject to the statutory limitation periods, unless otherwise specified below.

- 24.2 Notwithstanding Sections 438(1)(3) and 634a(1)(1) of the German Civil Code (BGB), the general limitation period for claims arising from material defects or defects of title is three (3) years from the transfer of risk. Where acceptance has been agreed, the limitation period shall commence upon such acceptance. Longer statutory limitation periods for defects shall not be affected. This applies in particular to claims for defects arising from a third party's right in rem, on the basis of which surrender of the purchased item may be demanded, or from any other right entered in the land register (Section 438(1)(1) BGB) and to claims for defects in a building or defects in products which have been used in a building in accordance with their normal use and which have caused the defectiveness of the building or a work whose result consists of planning or supervision services for a building (Sections 438(1)(2), 634a(1)(2) BGB).
- 24.3 Insofar as we are entitled to recourse claims against the Contractor on the basis of the provisions on supplier recourse (Sections 445a, 478 BGB), Section 445b BGB shall apply to the limitation period for such recourse claims; however, the limitation period shall not expire before the expiry of the period specified in Clause 24.2.
- 24.4 In the event of fraudulent concealment of defects by the Contractor (Sections 438(3), 634a(3) BGB) and insofar as we are also entitled to concurrent contractual and/or non-contractual claims for damages due to a defect, the standard statutory limitation period shall apply (Sections 195, 199 BGB); however, the limitation period shall not commence before the expiry of the period specified in Clause 24.2. The statutory limitation periods under the Product Liability Act remain unaffected in all cases.

25. Place of performance

- 25.1 The place of performance is the receiving plant designated by GEDORE in the order.

26. Place of jurisdiction

- 26.1 Provided that the Contractor is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship – insofar as permissible – shall be our registered office in Remscheid. Furthermore, we are entitled to bring an action before the court having jurisdiction at the Contractor's registered office.

27. Applicable law

- 27.1 The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

28. Severability Clause

- 28.1 Should any provision in these GTCP or any provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.