

## 1. Terms and Conditions of Delivery

1.1 These Terms and Conditions of Purchase apply to the business relationships between the Supplier and all of the following companies of the Kayser-Filtertech Group ("Kayser"):

- Kayser Filtertech GmbH
- Kayser Filtertech Italy Srl
- Kayser Filtertech France Sarl
- Kayser Filtertech Czech Republic s.r.o.

1.2 All orders for goods or services ("Contractual Items") placed by Kayser are made exclusively subject to these Terms and Conditions of Purchase, unless otherwise expressly agreed in individual cases.

1.3 The Supplier's general terms and conditions (e.g. terms of sale) shall not form part of the contract even if Kayser does not expressly object to them in individual cases. The Supplier's general terms and conditions shall only form part of the contract if this is expressly agreed in writing between Kayser and the Supplier.

1.4 In addition, the following documents, in the version current at the time of conclusion of the contract, shall apply to all orders placed by Kayser (available at <https://www.kayser-filtertech.com/downloads>):

- Code of Conduct
- House Rules for External Companies
- Guideline on sustainable procurement with regard to the environment, labour rights and human rights

1.5 Upon request by Kayser, the supplier is obliged to return the "Compliance/Sustainability Self-Declaration" provided by Kayser to Kayser without delay, completed in full.

## 2. Order

2.1 Unless expressly agreed otherwise, deliveries shall be made on the basis of written individual orders or rolling delivery schedules from Kayser.

2.2 Delivery forecasts and planned quantities specified in framework orders are merely indicative figures for capacity planning and do not constitute an obligation on Kayser to accept delivery. A binding obligation to accept goods arises only upon delivery calls or individual orders confirmed by the supplier.

2.3 Individual orders must be confirmed by the supplier without delay (within 3 days at the latest) upon receipt. Kayser is entitled to cancel individual orders until the supplier has confirmed them.

2.4 An order or a delivery call-off is based on delivery forecasts and sets out the specifications of the delivery, in particular the binding delivery quantity or quantities, the delivery date or dates and the delivery location or locations. Acceptance by the Supplier shall be deemed to have been given if the Supplier does not object to an incoming delivery call-off or an order within 3 (three) working days (Monday – Friday) of receipt or if the Supplier commences performance.

2.5 Kayser may, within reasonable limits for the Supplier, request changes to the subject matter of the contract in terms of design and execution. Any resulting consequences, in particular with regard to additional or reduced costs and delivery dates, must be assessed by the Supplier and communicated to Kayser in writing without delay. Thereafter, Kayser and the Supplier shall reach a mutual agreement regarding the implementation of the changes. If no proper response is received within two weeks of notification of a request for changes, the previously agreed price shall continue to apply, unless the Supplier informs Kayser within these two weeks why such a response cannot be provided within two weeks.

2.6 In the case of capital goods (including tools), Kayser reserves the right, following reasonable notice and in compliance with legal requirements and, where applicable, any conflicting confidentiality agreements of the supplier, to conduct an audit to verify the prices. Should such an audit reveal that the agreed prices are not commensurate with the actual value, the parties are obliged to negotiate new prices for the capital goods in question.

## 3. Materials provided

3.1 Materials and equipment provided by Kayser for the Supplier's services shall remain the property of Kayser. The Supplier is obliged to handle these with care, store them properly and insure them to a reasonable extent against damage and loss at replacement value.

3.2 Before commencing production, the Supplier must inspect the materials provided for any visually detectable defects and carry out an identity check. During production, the Supplier shall carry out further inspections and document them in accordance with the relevant regulations, insofar as these have been specifically agreed with Kayser or are required under the Supplier's quality management system. If the Supplier discovers quality defects in the materials or equipment provided by Kayser, Kayser must be informed immediately so that further measures can be agreed.

3.3 The processing of materials supplied by Kayser shall be carried out exclusively for Kayser. Insofar as the value of the material supplied by Kayser exceeds the value of the processing and, where applicable, the other components of the newly manufactured items, the newly manufactured items shall become the property of Kayser; otherwise, joint ownership shall arise between Kayser and the Supplier in the ratio of the value of the supplied material to the value of the processing and the other components.

3.4 The supplier's statutory retention of title pursuant to Section 647 of the German Civil Code (BGB) are excluded.

## 4. Quality and Documentation

4.1 The specifications, drawings, descriptions and other documents agreed between Kayser and the Supplier shall apply to the quality of the goods or the performance of services.

4.2 In addition, the goods or services must comply with all legal and regulatory requirements.

4.3 The Supplier must inspect all goods and services prior to dispatch to ensure they are free from defects and must document this.

4.4 The Supplier shall provide its services in accordance with a standard quality management system that meets at least the requirements of the latest version of EN ISO 9001, shall hold the relevant certification, and shall continuously develop this system in line with the state of the art. The aim here is the further development of the quality management system.

4.5 The Supplier must retain quality records (in particular regarding production times/batches, outgoing goods inspection and documents relevant to traceability) as well as safety- and development-related records and documents for a period of at least 15 years.

4.6 Compliance with the following points is mandatory:

- REACH Regulation (*where SVHC substances are present in concentrations exceeding 0.1% in the product, there is a duty to inform us as the customer; furthermore, we expect the unsolicited provision of the dossier number(s) for the SCIP database of the European Chemicals Agency*)
- Substances listed in the GASDL must not be used
- Substances listed in a specific substance prohibition list of all OEMs must not be used
- Should you deviate from the above points, this must be clearly stated in the quotation and any order confirmation sent to us.

4.7 Upon acceptance of the contract, the supplier undertakes to provide the SCIP number in accordance with Article 9(1)(i) of the EU Waste Framework Directive ( ) (Directive (EU) 2018/851). For suppliers outside the EU, at least the SCIP-relevant information (SVHC substance including CAS No., TARIC code and material category) must be provided to Kayser in relation to the products supplied.

## 5. Deadlines, Delays in Delivery

5.1 Agreed delivery dates are binding and, unless otherwise agreed, refer to receipt at the unloading point specified in the order.

5.2 The supplier must notify Kayser of any foreseeable delivery delays immediately upon becoming aware of them.

5.3 In the event of failure to meet agreed delivery dates, the Supplier shall be obliged to compensate Kayser for the loss caused by the delay, provided that the Supplier is responsible for the delay.

5.4 In the event of a delay in delivery for which the supplier is responsible, the supplier shall pay Kayser a contractual penalty of 0.3% of the respective order value for each working day commenced (Monday to Friday), up to a maximum of 5% of the respective order value. The right to claim further damages remains unaffected. Any contractual penalties paid shall be set off against any existing claims for damages. The supplier reserves the right to prove that the damage was less than this.

5.5 Following the setting of a grace period which has expired without result, Kayser shall be entitled to claim damages for non-performance and/or to withdraw from the order in question. In the event of repeated delays in delivery, Kayser shall be entitled, following prior written warning, to terminate the order(s) not yet fulfilled at that time in their entirety with immediate effect.

5.6 Early deliveries, partial deliveries and short deliveries require Kayser's prior written consent. In the absence of such consent, Kayser is entitled to return such deliveries at the supplier's expense and risk or to charge storage costs.

#### 6. Transport, packaging, transfer of risk

6.1 Unless otherwise agreed, delivery shall be made DDP INCOTERMS 2020. Any disposal costs incurred for the packaging shall be borne by the supplier.

6.2 In all cases, the transfer of risk shall take place only after delivery of the goods to the agreed unloading point. This shall also apply if, by special agreement, the freight costs are to be borne by Kayser. Insofar as transport is carried out at Kayser's expense, Kayser's shipping regulations must be observed.

6.3 Each delivery must be accompanied by a delivery note and at least one label affixed to the goods in a designated location. The information content shall be in accordance with Kayser's specifications.

6.4 If delivered goods have not been marked in accordance with the regulations, we reserve the right to charge any additional costs incurred per instance at our reasonable discretion. The supplier is entitled to provide evidence of lesser damage. Any claims asserted in this context shall be set off against other claims for damages.

6.5 When carrying out work on the premises of Kayser, the existing "House Rules for External Contractors" must be observed.

6.6 The specific collection points at Kayser Werke, as well as their collection times, are set out in the order. Furthermore, the packaging and logistics requirements specified in the order shall apply.

#### 7. Payment and Terms of Payment

7.1 Unless otherwise agreed, agreed prices are fixed prices plus statutory VAT (where applicable). The agreed prices fully cover all work, services and expenses incurred by the Supplier in connection with an order, in particular the transfer of intellectual property rights and the granting of rights of use or licences.

7.2 Unless otherwise agreed, prices are DDP, agreed place of delivery, INCOTERMS 2020.

7.3 Kayser shall make payments exclusively within 10 days with a 4% discount, or optionally within 20 days with a 2.25% discount; or optionally within 60 days net. Payments shall be made using means of payment at Kayser's discretion.

7.4 The weights or quantities recorded at the unloading point shall be decisive for the calculation and payment of deliveries. In the event of a faulty delivery, Kayser shall be entitled to withhold payment on a pro rata basis until proper performance has been achieved. Designs, drawings and samples shall only be paid for if a prior written agreement has been reached in this regard.

7.5 The Supplier is not entitled to assign its claims or have them collected by third parties without Kayser's prior written consent, which may not be unreasonably withheld. In the event of extended retention of title, consent shall be deemed to have been granted. If, contrary to the first

sentence, the Supplier assigns its claims against Kayser to a third party without Kayser's consent, the assignment shall nevertheless be effective. Kayser may, however, at its discretion, make payment to the Supplier or the third party with discharging effect.

7.6 The Supplier shall only be entitled to set off against claims by Kayser or to assert a right of retention if and to the extent that its claim is undisputed or its counterclaim has been legally established. Kayser shall be entitled to set off claims of the Supplier against claims to which an affiliated company within the meaning of Section 15 of the German Stock Corporation Act (AktG) is entitled.

#### 8. Force majeure

8.1 Industrial disputes, unrest, official measures and other unforeseeable, unavoidable and serious events shall release Kayser and the Supplier from their performance obligations for the duration of the disruption and to the extent of its effect. If the disruption lasts for more than one month, the parties shall adjust their mutual obligations in good faith to the changed circumstances.

8.2 The contracting parties are obliged, within reasonable limits, to do everything in their power to remedy the disruption and mitigate its effects.

8.3 Kayser shall be entitled, for the duration of the delay on the part of the Supplier, to procure the Contract Products from other sources or have them manufactured, and to reduce the delivery quantities specified in orders or delivery calls without any obligation towards the Supplier.

#### 9. Supply Assurance

9.1 The Supplier shall notify Kayser of any intended technical modification to goods approved for delivery as early as possible, at least 3 months prior to the introduction of the modification. The delivery of modified goods shall in any case require the prior express written consent of Kayser, for example in the context of a renewed initial sample approval. Insofar as goods are manufactured in accordance with Kayser's specifications, this shall also apply to the modification itself.

9.2 The provisions set out in 9.1 shall apply mutatis mutandis to a change in the sources of supply for raw materials or components, as well as to a change in the manufacturing site or significant changes to the manufacturing process at the Supplier's premises.

9.3 Insofar as the subject-matter of the contract consists of goods developed specifically for Kayser, in particular where Kayser has contributed directly or indirectly to the costs of development and/or production equipment, the Supplier undertakes to supply Kayser with the subject-matter of the contract in accordance with its requirements and to accept orders from Kayser for as long as Kayser requires the subject-matter of the contract. The anticipated delivery volume, based on Kayser's current customer demand forecasts, shall be notified to the Supplier in good time. However, the Supplier shall have no claim to the purchase of specific quantities, notwithstanding the provision in clause 2.2, unless expressly agreed otherwise.

#### 10. Acceptance and notification of defects

10.1 Where acceptance is required due to the nature of the agreement between Kayser and the Supplier, the nature of the Supplier's obligation to perform, or statutory provisions, and unless otherwise agreed, acceptance shall take place formally by means of an acceptance report following completion and delivery of the subject matter of the contract. Deemed acceptance by silence in response to a request for acceptance from the Supplier, by payment of the remuneration or by actual use of the subject matter of the contract is excluded.

10.2 Kayser's goods receipt inspection is limited to checking the identity and quantity of the delivered products, as well as any externally visible transport damage. Kayser shall notify the Supplier of any defects identified in this process without delay, but no later than within 10 working days of their discovery. Kayser shall also notify the Supplier of any other ('hidden') defects without delay, but no later than within 10 working days of their discovery. The Supplier

hereby waives the right to object on the grounds of a late notice of defects.

10.3 With regard to quality assurance measures to be taken, any provisions agreed between the parties in the context of specific agreements, e.g. quality assurance agreements, ship-to-stock agreements or similar, must be observed.

#### 11. Warranty

11.1 The Supplier warrants that the Contract Goods are free from defects and, in particular, comply with the agreed specifications and the state of the art in science and technology, and are suitable for the intended purpose.

11.2 In the event of delivery of defective goods, Kayser shall be entitled to demand either a replacement delivery or rectification.

11.3 If the goods are repeatedly delivered with the same defect or if the rectification is unsuccessful, Kayser shall be entitled, following a written warning, to terminate the order(s) with immediate effect in the event of a further defective delivery or failed rectification, including in respect of the scope of delivery not yet fulfilled at that time.

11.4 Kayser is entitled, following prior consultation with the supplier, to sort out and return or scrap defective contractual items at the supplier's expense.

11.5 If the Supplier does not comply with Kayser's request for rectification without delay, or if the Supplier is unable to carry out the rectification or refuses to do so definitively, Kayser may withdraw from the order and return the goods at the Supplier's risk and expense.

11.6 In urgent cases, if possible after informing the Supplier in advance, Kayser may, to the extent necessary to meet its own delivery obligations, carry out any necessary rectification itself or have it carried out by third parties, or, where appropriate, procure defect-free contractual items from third parties. The costs incurred in doing so shall be borne by the Supplier. Urgent cases are, in particular, those in which there is a risk of (further) delivery delays or (further) damage to Kayser or its customers.

11.7 If, despite compliance with the provisions of Clause 10 of these Terms and Conditions, a defect is only discovered after the Contract Goods have been further processed, the Supplier shall be obliged to bear all costs incurred as a result of the defect investigation, as well as costs of installation and removal, and costs of transport, travel, labour, materials, testing and sorting, irrespective of whether these costs were incurred by Kayser itself, by Kayser's customers, or within the customers' sales organisation. This also includes the costs of any necessary replacement or repair of products into which Kayser has incorporated defective contractual items.

11.8 If, due to a recurring defect in the contractual items, it is necessary to replace an entire series/batch/delivery of contractual items or Kayser products into which the contractual items have been incorporated (e.g. because a fault analysis is uneconomical, impossible or unreasonable in the individual case), the Supplier shall also reimburse the aforementioned costs in respect of that part of the affected series which is free from defects.

11.9 Insofar as the parties have entered into separate agreements regarding the handling and settlement of warranty claims, in particular in the event of complaints by Kayser's customers, these shall take precedence over the provisions of these Terms and Conditions of Purchase.

11.10 Where Kayser has concluded standard industry warranty agreements with its own customers, the Supplier shall bear the costs and damages arising from its share of the delivery, calculated in accordance with the aforementioned agreements. Kayser shall, as far as possible, inform and involve the Supplier in the context of the assessment and handling of recourse claims, for example through participation in assessments.

11.11 Unless the parties have expressly agreed otherwise in writing or a longer period applies due to statutory provisions, warranty claims shall become time-barred 72 months after delivery to Kayser or, depending on the nature of the obligation to perform, after acceptance of the contractual items by Kayser. The limitation period shall be interrupted by the notification of defects.

11.12 Unless otherwise provided for in the foregoing, the warranty shall otherwise be governed by the statutory provisions.

#### 12. Liability

12.1 Insofar as Kayser or a third party suffers damage as a result of the delivery of defective goods, the defective performance of a service or any other breach of contractual obligations, the Supplier shall compensate for the resulting damage within the framework of the statutory provisions. This shall also apply if and to the extent that such damage was caused by the Supplier's subcontractors.

12.2 If a recall or withdrawal campaign is carried out by Kayser, a customer of Kayser or a third party to prevent personal injury or property damage that is at least partly attributable to a contractual item supplied by the Supplier, the Supplier shall bear the costs to the extent that they are attributable to the contractual items supplied by the Supplier and shall indemnify Kayser accordingly. The same applies in the case of quality-related field and service campaigns. Where possible, Kayser shall inform the Supplier at an early stage, give the Supplier the opportunity to participate and consult with the Supplier on efficient implementation.

12.3 The Supplier undertakes to maintain product liability insurance (product liability model) with an appropriate sum insured of at least €10,000,000 (in words: ten million euros) for property damage and personal injury per calendar year and for a period of at least 15 years beyond the delivery/performance. The nature and scope of the insurance cover, including the name of the insurer, must be provided to Kayser upon request. Kayser must be notified without being asked of any changes to the essential terms (e.g. existence, scope or sum insured) of the insurance policies.

#### 13. Intellectual Property Rights

13.1 The Supplier shall be liable for ensuring that its delivery or service does not infringe any third-party industrial property rights or copyrights. It shall indemnify Kayser, and its customers against all claims arising from the use of such rights.

13.2 Liability shall not apply if and to the extent that the Supplier has manufactured the contractual items in accordance with Kayser's mandatory specifications.

13.3 Kayser shall be granted a right of use, to the extent necessary for the contractual use of the contractual items, in respect of the industrial property rights and copyrights held by the Supplier at the time of conclusion of the contract and relating to the contractual items.

13.4 Insofar as Kayser has contributed to the costs of developing the contractual items, Kayser shall, without prejudice to any further rights arising from a separate agreement with the Supplier, a right of use that is unlimited in time and place, free of charge and non-exclusive, for all purposes, including the right to sub-license the inventions used in the Contractual Items or the copyrights existing in respect thereof. Insofar as the creation of software forms part of the Supplier's performance, the Supplier shall make the source code available to Kayser on request, including the software documentation.

#### 14. Disclosure of information and items

14.1 The Supplier is obliged to treat as confidential all trade secrets obtained in the course of the cooperation, as well as all knowledge and information, in particular drawings, templates, models, tools, documents, software and other data carriers that Kayser has made available to the Supplier, and not to disclose them to third parties, unless this is absolutely necessary for the performance of the contractual services. Persons employed by the Supplier or its subcontractors to perform the services must be bound to confidentiality accordingly.

14.2 The confidentiality obligations set out in the preceding clause shall not apply if and to the extent that the information in question is demonstrably in the public domain or becomes public knowledge through no fault of the Supplier, or has been or is lawfully obtained from a third party, or was already in the Supplier's possession prior to

the commencement of the cooperation, or must be disclosed due to mandatory legal provisions.

14.3 The duty of confidentiality shall continue to apply even after the termination of an order or a contract.

14.4 The Supplier may only advertise its business relationship with Kayser with Kayser's prior written consent.

14.5 Contract items manufactured in accordance with specifications, drawings or models provided by Kayser, or using tools paid for in full or in part by Kayser, may not be offered to, sampled by or supplied to third parties unless Kayser has expressly granted prior written consent to do so.

#### 15. General Provisions

15.1 If a contracting party suspends payments or if an application is made to open insolvency proceedings in respect of its assets, the other party shall be entitled to withdraw from the order in respect of the scope of delivery not yet fulfilled at that time.

15.2 Where these terms and conditions stipulate that notices or declarations by the parties must be in writing, this requirement shall also be met by transmission of the declaration by fax/EDI/email.

15.3 Should any provision of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties are obliged to replace the invalid provision, by mutual agreement, with a provision that comes as close as possible to the economic purpose of the invalid provision.

15.4 Any amendments, additions or other ancillary agreements must be made in writing. This also applies to the deletion or amendment of this requirement for the written form. The only exceptions to this are individual agreements between the parties.

15.5 The place of performance is Kayser's registered office or the receiving stations specified by Kayser.

15.6 The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.7 The place of jurisdiction for all disputes arising in connection with these terms and conditions and the deliveries made under them shall be the registered office of the Kayser company which becomes the contracting party in accordance with Clause 1 of these terms and conditions.