

General Terms and Conditions of Purchase of IKUKAST GmbH
(As of April 2025)

§ 1 Scope of application, form

(1) These General Terms and Conditions of Purchase ('GPC') shall apply to all business relationships with our business partners and suppliers ('Sellers'). The GPC shall not apply to consumers (§ 13 of the German Civil Code (Bürgerliches Gesetzbuch – 'BGB')).

(2) These GPCs shall apply in particular to contracts for the sale and/or delivery of movable objects ('Goods'), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the version of the GPC that is valid at the time of the buyer's order or, in any case, the version last communicated to the seller in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

(3) These GPC shall apply exclusively. Any of the Seller's general terms and conditions that differ from, conflict with, or supplement these GPC shall only become part of the contract if and to the extent that we have expressly agreed to them in writing. This requirement of consent shall apply in all cases, for example even if the Seller refers to its general terms and conditions in the context of the order confirmation and we do not expressly object to them.

(4) Individual agreements (e.g. framework supply contracts, quality assurance agreements) and information in our order take precedence over the GPC. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of the conclusion of the contract.

(5) Legally relevant declarations and notifications of the seller with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. In the sense of these GPC, the written form includes the written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts regarding the legitimacy of the person making the declaration, remain unaffected.

(6) References to the applicability of statutory provisions are made for clarification purposes only. The statutory provisions shall therefore apply even without such clarification, unless they are directly modified or expressly excluded in these GPC.

§ 2 Conclusion of Contract

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The seller is obliged to confirm our order in writing within a period of 5 days or, in particular, to execute it without reservation by dispatching the goods (acceptance).

(3) A delayed acceptance is considered a new offer and requires our acceptance.

§ 3 Delivery time and default in delivery

(1) The delivery time stated by us in the order is binding. If the delivery time is not stated in the order and has not been agreed otherwise, it shall be 2 weeks from the conclusion of the contract. The seller is obliged to inform us immediately in writing if it is likely that it will be unable to meet the agreed delivery times, for whatever reason.

(2) If the Seller does not fulfil its performance or does not fulfil it within the agreed delivery time or if it is in default, our rights – in particular with regard to withdrawal and compensation – shall be determined in accordance with the statutory provisions. The provisions in paragraph 3 shall remain unaffected.

(3) If the seller is in default, we may – in addition to further statutory claims – demand flat-rate compensation for our default damages in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late. We reserve the right to prove that the actual damage incurred was higher. The seller reserves the right to prove that no damage or significantly less damage was incurred.

§ 4 Performance, Delivery, Transfer of Risk, Default in Acceptance

(1) Without our prior written consent, the seller is not entitled to have the service owed provided by third parties (e.g. subcontractors). The seller bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Delivery within Germany is 'free to the door' to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to our registered office. The respective destination is also the place of fulfilment for the delivery and any subsequent performance (debt to be discharged at creditor's domicile).

(3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.

(4) The statutory provisions shall apply with regard to the occurrence of default of acceptance on our part. However, the seller must also expressly offer us his performance if a specific or definable calendar date has been agreed for an action or cooperation on our part (e.g. provision of material). If we default on acceptance, the seller may demand compensation for his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns a non-fungible item to be manufactured by the seller (single-unit production), the seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

§ 5 Prices and terms of payment

(1) The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(3) The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any acceptance that may have been agreed) and receipt of a proper invoice, less the agreed discount. In the case of bank transfer, payment shall be deemed to have been made in good time if our transfer order is received by our bank before expiry of the payment period; we shall not be responsible for delays caused by the banks involved in the payment process.

(4) We shall not owe any default interest. The statutory provisions shall apply to default in payment.

(5) We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the seller arising from incomplete or defective performance.

(6) The seller has a right of set-off or retention only on the basis of counterclaims that have been legally established or are undisputed.

§ 6 Confidentiality and retention of title

(1) We reserve the ownership rights and copyrights to samples, illustrations, plans, drawings, calculations, instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to us after completion or termination of the contract. The documents must be kept secret from third parties, even after the contract has ended. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions for the protection of secrets shall remain unaffected.

(2) The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the seller for manufacturing. Such items are to be stored separately and insured to an appropriate extent against destruction and loss at the seller's expense as long as they are not processed.

(3) Any processing, mixing or combining (further processing) of provided items by the seller is carried out for us. The same applies to further processing of the delivered goods by us, so that we are considered the

manufacturer and acquire ownership of the product in accordance with the statutory provisions at the latest upon further processing.

(4) The transfer of ownership of the goods to us must be unconditional and without regard to payment of the price. However, if in an individual case we accept an offer from the seller for transfer of ownership that is subject to payment of the purchase price, the seller's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, application of the simple reservation of title and the reservation of title extended to the resale). In any case, all other forms of retention of title are excluded, in particular the extended, forwarded and extended retention of title to the further processing.

§ 7 Defective Delivery

(1) The statutory provisions and, exclusively in our favour, the following additions and clarifications shall apply to our rights in the event of material defects and defects of title in the goods (including wrong and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the seller.

(2) In accordance with the statutory provisions, the Seller is liable in particular for ensuring that the goods have the agreed quality when the risk passes to us. In any case, the product descriptions that – in particular by designation or reference in our order – are the subject matter of the respective contract or have been incorporated into the contract in the same way as these General Terms and Conditions of Purchase shall be deemed to be the agreement on quality. It makes no difference whether the product description comes from us, from the Seller or from the manufacturer.

(3) We are not obliged to inspect the goods or make special enquiries about possible defects when the contract is concluded. In partial deviation from § 442 para. 1 cl. 2 BGB, we shall therefore be entitled to claims for defects without restriction even if the defect remained unknown to us at the time of the conclusion of the contract due to gross negligence.

(4) The statutory provisions (§§ 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial duty to inspect and give notice of defects, with the following proviso: our duty to inspect is limited to defects that are openly apparent during our incoming goods inspection with an external examination, including of the delivery documents (e.g. transport damage, wrong delivery and short delivery) or are recognisable during our quality control in the sampling procedure. If an acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered at a later date remains unaffected. Notwithstanding our duty to inspect, our complaint (notice of defect) shall in any case be deemed to be prompt and timely if it is sent within 5 days of discovery or, in the case of obvious defects, within 2 days of delivery.

(5) Subsequent performance also includes the removal of the defective goods and their reinstallation if the goods have been installed in or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim to reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purposes of inspection and subsequent performance, in particular transport, infrastructure, labour and material costs, as well as any dismantling and installation costs, shall be borne by the seller even if it turns out that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy defects remains unaffected; however, we shall only be liable in this respect if we have recognised, or failed to recognise due to gross negligence, that there was no defect.

(6) Without prejudice to our statutory rights and the provisions of paragraph 4, the following shall apply: If the seller fails to fulfil its obligation to provide subsequent performance within a reasonable period set by us, we may remedy the defect ourselves and demand compensation from the seller for the necessary expenses incurred or demand a corresponding advance payment. If the subsequent performance by the seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we will inform the seller of such circumstances without delay, if possible in advance.

(7) In addition, in the event of a defect of quality or title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. Furthermore, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

§ 8 Supplier recourse

(1) We are entitled to our legally established claims for expenses and recourse within a supply chain without restriction, in addition to claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification of defects or replacement delivery) from the seller that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

(2) Before we recognise or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2, 3, 6 cl. 2, 475 para. 4 BGB), we will notify the seller and request a written statement, providing a brief description of the facts. If a substantiated statement is not provided within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the seller shall be obliged to provide counterevidence.

(3) Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by assembly, mounting or installation.

§ 9 Product liability

(1) If the seller is responsible for product damage, he shall indemnify us from third-party claims to the extent that the cause lies within his sphere of control and organisation and he is liable himself in relation to third parties.

(2) Within the scope of his obligation to indemnify, the seller shall reimburse expenses in accordance with §§ 683, 670 BGB that arise from or in connection with a claim by third parties, including recall actions carried out by us. We shall inform the seller of the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The seller shall take out and maintain product liability insurance with a flat-rate sum insured of at least EUR 10 million per personal injury/property damage.

§ 10 Industrial property rights

(1) The supplier warrants in accordance with this paragraph 1 that the products supplied by him do not infringe any intellectual property rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured. He is obliged to indemnify us from all claims that third parties may raise against us due to such an infringement of industrial property rights and to reimburse us for all necessary expenses in connection with this claim. This does not apply if the supplier proves that he is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery had he exercised due commercial care.

(2) This shall not affect any further legal claims we may have due to defects of title in the products delivered to us.

§ 11 Limitation

(1) The mutual claims of the parties to the contract shall become time-barred in accordance with the statutory provisions, unless otherwise provided for below.

(2) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is three years from the transfer of risk. If acceptance has been agreed, the limitation period shall begin with acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (§ 438 para. 1 no. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall not become time-barred under any circumstances as long as the third party can still assert the right – in particular in the absence of a limitation period – against us.

(3) The limitation periods of the law governing the sale of goods, including the above extension, shall apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law governing the sale of goods leads to a longer limitation period in individual cases.

§ 12 Confidentiality

(1) The seller is obliged not to disclose to third parties any confidential information (including business secrets) that it learns in connection with this contract and its execution. This includes, in particular, information about the existence of the contractual relationship between the parties themselves, unless otherwise provided by agreement.

(2) The confidentiality obligation under paragraph 1 shall not apply in the cases of § 5 of the German Law on Trade Secrets (GeschGehG) either, insofar as the seller is obliged to disclose the confidential information by law or due to a final and binding decision by an authority or court. In this case, the seller shall inform us of this obligation without delay.

(3) If the seller breaches his obligations under this § 12 of the GPC, he shall owe a contractual penalty, unless he is not responsible for the breach of duty. The amount shall be determined by us at our reasonable discretion, whereby it must be in reasonable proportion to the economic value of the business secret and its legality can be reviewed in court in the event of a dispute.

§ 13 Choice of law and place of jurisdiction

(1) These GPC and the contractual relationship between us and the seller shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – and international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. The same shall apply if the Seller is an entrepreneur within the meaning of § 14 BGB. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GPC or a prior individual agreement or at the seller's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.