

## General Terms and Conditions of Purchase

### 1. Applicable Provisions, Scope of Application

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**GTC**") apply to all purchases, work, work delivery and material contracts, service contracts or other deliveries and services, including ancillary services (hereinafter referred to as "**Deliveries**") provided by the Supplier to Kiepe Electric GmbH or affiliated companies within the meaning of Sections 15 et seq. German Civil Code (BGB) (hereinafter referred to as "**Kiepe**"), provided that the Supplier is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law. The GTC also apply to future Deliveries by the Supplier to Kiepe without Kiepe having to refer to the GTC in each individual case.
- 1.2 Within the framework of an ongoing business relationship, these GTC also apply to any future contract concerning Deliveries from the Supplier, without Kiepe having to refer to the GTC again in each individual case.
- 1.3 Unless otherwise agreed, the GTC shall apply in the version valid at the time of Kiepe's order.
- 1.4 These GTC apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Supplier are hereby rejected. They shall only become part of the contract if and to the extent that Kiepe has expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, in particular if the Supplier refers to its general terms and conditions in the order confirmation and Kiepe does not expressly object or accepts deliveries without reservation or makes payments.
- 1.5 Insofar as these GTC refer to a written form requirement, text form within the meaning of Section 126b BGB is sufficient to comply with the written form requirement.

### 2. Conclusion of Contract, Orders

- 2.1 A contract between Kiepe and the Supplier is only concluded once Kiepe has placed an order or confirmed the conclusion of the contract. Orders, delivery schedules and other declarations by Kiepe regarding the purchase of Deliveries from the Supplier (hereinafter referred to as "**Orders**") are only binding if they are made in writing.
- 2.2 Orders in accordance with Clause 2.1 must be confirmed in writing by the Supplier within two (2) weeks (hereinafter referred to as "**Order Confirmation**"). If an Order Confirmation is not received within one (1) calendar week of the Order being received by the Supplier, Kiepe shall no longer be bound by the Order. A delayed confirmation shall be deemed a new offer and requires acceptance by Kiepe.
- 2.3 A contract between Kiepe and the Supplier shall also be concluded if the Supplier performs the Deliveries specified in an Order without reservation within the confirmation period of two (2) weeks (Clause 2.2).
- 2.4 Kiepe may demand reasonable changes to the delivery in terms of design and execution. The resulting effects, in particular with regard to the delivery date and/or any additional costs, shall be regulated by the parties in writing in an appropriate and mutually agreeable manner before the respective change is implemented.

### 3. Deliveries, Packaging

- 3.1 Delivery shall be made in accordance with DAP (INCOTERMS 2020), unless otherwise agreed.
- 3.2 Agreed dates and deadlines are binding. The date of receipt of the goods at the delivery address specified or agreed by Kiepe (place of performance) shall be decisive for compliance with the delivery date or delivery period. If the Deliveries require acceptance, the respective delivery date shall be deemed to have been met if the Supplier makes the delivery available to Kiepe on the delivery date ready for acceptance. The unconditional acceptance or approval of the delayed delivery does not constitute a waiver of Kiepe's claims due to the delay.

The Supplier is not entitled to make early delivery without the written consent of Kiepe.

- 3.3 The delivery must be accompanied by a delivery note stating the Supplier number, date and Order number, quantity and material number, customs tariff (HS -Code), number and date of the delivery note, gross and net weights listed individually, additional data from Kiepe (e.g. unloading point) and the agreed price/unit quantity. Each delivery must be accompanied by a packing slip with a precise list of contents, stating the Order number. If the delivery note and/or packing slip are missing or incomplete, Kiepe shall not be responsible for any resulting delays in processing and payment.
- 3.4 The Supplier is obliged to inform Kiepe immediately in writing, stating the reasons, if it is likely that it will not be able to meet the agreed delivery times. They must state the expected duration of the delay. The Supplier's obligation to meet the agreed delivery dates remains unaffected by this, as do Kiepe's claims due to the delay.
- 3.5 If the Supplier is in default with the performance of its Deliveries, Kiepe shall be entitled to demand a contractual penalty of 0.5% of the value (net) of the delayed delivery for each week or part thereof in which the Supplier is in default, up to a maximum of 5% of the total order value. The contractual penalty may also be claimed if no reservation is made upon acceptance of the delivery, but beyond the final payment only if Kiepe reserves the right to claim the contractual penalties upon final payment. Any contractual penalties paid by the Supplier shall be offset against Kiepe's claims for damages due to exceeding the delivery date. In all other respects, Kiepe reserves the rights and claims applicable under the law in the event of a delay in delivery.
- 3.6 The quantity specified in Kiepe's order must be adhered to. The supplier is only entitled to make partial deliveries with Kiepe's consent. Kiepe is entitled to demand partial deliveries without additional transport costs if this reduces any delay in delivery, unless such partial delivery is unreasonable for the Supplier. The Supplier's obligation to deliver on the delivery dates remains unaffected by this.
- 3.7 Deliveries only require acceptance if this is required by law or has been agreed in the contract.
- 3.8 The risk of accidental loss and accidental deterioration of the goods shall pass to Kiepe upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk.
- 3.9 The Supplier undertakes to comply with the requirements of Kiepe's packaging manual, available upon request as well as all applicable legal requirements relating to the packaging of products. If the Supplier is obliged to take back packaging in accordance with applicable law, they shall collect the packaging at their own expense at the place of performance. If the Supplier is entitled to have the packaging required for the delivery returned, the delivery documents shall be clearly marked to this effect. In the absence of such a note, Kiepe shall be entitled to dispose of the packaging at the Supplier's expense.

### 4. Prices and Terms of Payment

- 4.1 All prices are based on DAP (INCOTERMS 2020) including packaging costs. Unless otherwise agreed in individual cases, the Supplier shall bear all ancillary costs, e.g. assembly costs. Kiepe shall not be required to pay for the preparation of cost estimates.
- 4.2 The agreed price is due for payment within thirty (30) days of complete delivery (including any agreed acceptance) and receipt of a proper and verifiable invoice. If Kiepe pays within 14 calendar days, the Supplier shall grant a 3% discount on the net amount of the invoice. Payments by Kiepe are always subject to adjustment in the event of subsequent complaints. If the Supplier delivers earlier than agreed and Kiepe accepts the delivery, the payment period shall not commence before the agreed delivery date. Kiepe reserves the right to claim storage costs.
- 4.3 In addition to any legal requirements, all invoices from the Supplier must contain the information specified in Clause 3.3 regarding the

delivery notes. If the invoice relates to several orders, this information must be listed separately for each order.

- 4.4 The receipt of a corresponding transfer order by Kiepe's bank shall suffice to ensure the timeliness of the payment owed by Kiepe. Payments made by Kiepe do not constitute acceptance of the delivery or service, nor do they constitute recognition of the invoice or the delivery or service as being free of defects or timely.
- 4.5 Without prejudice to the other legal requirements, a default in payment by Kiepe requires a reminder from the Supplier. In the event of default in payment, Kiepe shall owe default interest at a rate of five (5) percentage points above the respective base interest rate.
- 4.6 Kiepe is entitled to withhold due payments as long as Kiepe still has claims against the Supplier for incomplete or defective Deliveries. The Supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims or counterclaims that are reciprocal to Kiepe's claim against which the set-off is to be made.
- 4.7 Without prior written consent, the Supplier is not entitled to assign its claims arising from the order to third parties or to have them collected by third parties. Section 354a of the German Commercial Code (HGB) remains unaffected.

## 5. Liability of Defects

- 5.1 The delivery must comply in every respect with the contractually agreed quality, applicable laws, in particular product and environmental protection laws, relevant safety regulations, regulations and provisions of authorities and professional associations, as well as the latest scientific and technical standards. It must be of high quality in terms of type and grade and suitable for the use specified in the contract or, alternatively, for normal use.
- 5.2 The Supplier shall carry out a careful outgoing goods inspection. Deliveries that have not passed this inspection may not be dispatched.
- 5.3 The statutory provisions (Sections 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following stipulation: Kiepe's obligation to inspect is limited to Kiepe immediately inspecting the goods for quantity, type, externally visible defects such as transport damage and other obvious defects. If acceptance has been agreed and for all Deliveries under a contract for work and services, 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. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to inspect, Kiepe's notice of defects shall in any case be deemed to have been given immediately and in good time if, in the case of hidden defects, it is sent within ten (10) working days of discovery or, in the case of obvious defects, within four (4) working days of delivery. There are no further obligations to inspect and give notice of defects beyond those specified above.
- 5.4 If the delivery is defective, Kiepe shall be entitled to the statutory rights in respect of defects without restriction. Without prejudice to further rights in respect of defects, Kiepe shall in particular be entitled to demand, at its discretion, that the defect be remedied or that a new delivery or product be provided. If the Supplier fails to fulfil its obligation to remedy the defect within a reasonable period set by Kiepe, Kiepe may remedy the defect itself and demand reimbursement from the Supplier for the necessary expenses. If the subsequent performance by the Supplier has failed or is unreasonable for Kiepe (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), no deadline need be set; Kiepe shall inform the supplier of such circumstances immediately, if possible in advance.
- 5.5 If, after a complaint has been made, it transpires that a defect does in fact exist, Kiepe may demand a flat-rate fee from the Supplier for the additional expense incurred in rectifying the defect in the amount of 100 euros in the case of an obvious defect, or 250 euros in all other cases. This shall not apply if the Supplier is not responsible for the defect. If the actual costs incurred in rectifying the defect exceed the

forementioned flat rates, Kiepe shall be entitled to claim the additional costs incurred. The assertion of the aforementioned flat rate shall also be without prejudice to any other claims by Kiepe; in particular, Kiepe shall remain entitled to assert any claims for subsequent performance or damages without restriction.

- 5.6 Kiepe shall be entitled to the statutory claims for expenses and recourse within a supply chain (supplier recourse) without restriction in addition to the claims for defects. In particular, Kiepe shall be entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that Kiepe owes its customers in individual cases. In the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. The claims arising from supplier recourse shall also apply if the defective products have been connected to another product or further processed in any other way by Kiepe, Kiepe's customers or a third party, e.g. through installation, attachment or fitting.
- 5.7 Claims and rights due to a material defect or defect of title shall become time-barred 24 months after final commissioning at Kiepe's customer's premises, but no later than 36 months from the start of the statutory limitation period. The above shall not apply in the cases of Section 438 (1) No. 1 and 2 BGB, Section 634a (1) No. 2 BGB. In these cases, the statutory limitation period shall apply.
- 5.8 In the event of a new delivery or manufacture within the scope of the warranty, the limitation period for the newly delivered products or newly manufactured works shall commence anew and shall apply for a period of 24 months. If the limitation period remaining under Clause 5.7 exceeds the period of 24 months, the remaining longer limitation period shall apply. If only parts of the goods are newly delivered or only parts of the works are newly manufactured, this Clause 5.8 shall only apply to these parts.
- 5.9 A notice of defects issued by Kiepe within the limitation period specified in Clause 13.2 suspends the limitation period until Kiepe and the Supplier have reached agreement on the rectification of the defect and any consequences; however, the suspension ends six (6) months after the Supplier's final rejection of the notice of defects. The limitation period for claims for defects shall commence at the earliest three (3) months after the end of the suspension, but in no case before the expiry of the limitation period in accordance with Clause 13.2.
- 5.10 In all other respects, the statutory provisions shall apply to Kiepe's material defects and defects of title.

## 6. Serial Defect

- 6.1 If serial defects occur during the warranty period (Clause 8.7), the Supplier is obliged to eliminate the cause of the defects by modifying the design, the manufacturing process or the other materials used. In the event of such serial defects, all parts of the affected delivery series shall be replaced at the Supplier's expense at Kiepe's request. The costs incurred by replacing the delivered products shall be borne by the Supplier.
- 6.2 A serial defect shall be deemed to exist if Kiepe and the Supplier jointly determine, based on the nature and cause of the damage that has occurred, that damage may occur to all delivered items of the same product or to a certain quantity of the delivered series of items (batch). Irrespective of this, a serial defect shall be deemed to exist if the same damage is found during the warranty period in at least 2% of all delivered items of the same product or in a certain quantity of the series of items (batch).

## 7. Product Liability, Indemnification

- 7.1 The Supplier shall indemnify Kiepe within the scope of product and producer liability for all claims asserted for personal injury or property damage attributable to a product defect in the delivery or a breach of the Supplier's product monitoring obligation, unless the Supplier is not responsible for this. If Kiepe is obliged to carry out a recall or other field action against third parties for such a reason, the Supplier shall bear all associated costs. Kiepe shall inform the Supplier of the content and

scope of recall measures – as far as possible and reasonable – and give the Supplier the opportunity to comment. Further legal claims remain unaffected.

- 7.2 The Supplier shall indemnify Kiepe against any claims for damages and reimbursement of expenses asserted against Kiepe by third parties on the basis of a defective delivery or an infringement of property rights in relation to a delivery by the Supplier for which the supplier is responsible. Further statutory rights of Kiepe shall remain unaffected.

## 8. Liability

- 8.1 The Supplier shall be liable to Kiepe for damages and reimbursement of expenses in accordance with the statutory provisions, unless otherwise agreed.
- 8.2 Kiepe shall not be liable to the Supplier for damages and reimbursement of expenses, regardless of the legal basis (contract, tort, breach of duties arising from the contractual obligation, indemnification, etc.). The above exclusion of liability shall not apply in the case of liability under the Product Liability Act, in cases of intent or gross negligence, in the case of culpable injury to life, limb or health, or in the case of breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the supplier regularly relies and may rely. However, Kiepe's liability for the breach of essential contractual obligations is limited to compensation for foreseeable damage typical for this type of contract, unless we are liable due to intent or gross negligence, injury to life, limb or health, or under the Product Liability Act.
- 8.3 Insofar as Kiepe's liability is excluded or limited, this also applies to the corresponding personal liability of Kiepe's vicarious agents, representatives or employees.

## 9. Retention of Title

Unless otherwise agreed, Deliveries become the property of Kiepe upon handover or, if acceptance has been agreed or is required by law, upon acceptance. Any retention of title in favor of the Supplier shall have the effect of a simple retention of title. Kiepe rejects any extended or expanded retention of title by the Supplier. Ownership of the Deliveries shall pass from the Supplier to Kiepe at the latest upon payment of the price. Kiepe may mix, process or blend Deliveries that are delivered under retention of title in the ordinary course of business with effect for Kiepe and may also resell them.

## 10. Provisions

- 10.1 Products, materials, tools or other production resources provided by Kiepe to the Supplier for the fulfilment of its contractual obligations (hereinafter referred to as "**Provisions**") remain the property of Kiepe. The Supplier may only use the Provisions for orders placed by Kiepe.
- 10.2 Provisions shall be stored separately, labelled and kept by the Supplier free of charge. From the moment the provisions are handed over to the Supplier, the latter shall bear the risk for the provisions until they are returned to Kiepe, if applicable. During this period, the Supplier shall provide compensation in the event of damage to or loss of the provisions, unless Kiepe is responsible for this. The Supplier shall carry out maintenance and repair work on provided tools or other production equipment at its own expense. The Supplier shall immediately notify Kiepe of any malfunctions.
- 10.3 The Supplier is obliged to insure the materials provided at its own expense against theft, breakage, fire and water damage and to provide Kiepe with proof of this upon request. The Supplier hereby authorizes Kiepe to assert claims against the insurer arising from these insurance policies in relation to the materials provided.
- 10.4 The Supplier is entitled to process, combine and mix the materials provided in accordance with Kiepe's order; otherwise, this is only permitted with Kiepe's prior written consent.

- 10.5 The processing, combining and mixing of the materials provided is carried out for Kiepe as the manufacturer within the meaning of Section 950 BGB, without imposing any obligations on Kiepe. The processed goods shall be deemed to be materials provided within the meaning of Clause 7.1. In the event of processing, combining or mixing with items that are not the property of Kiepe, Kiepe shall acquire co-ownership of the new items. The extent of this co-ownership shall be determined by the ratio of the value of the materials provided to the value of the other items. If Kiepe's ownership expires as a result of combination or mixing, the Supplier hereby transfers to Kiepe the ownership rights to which it is entitled in the new item to the extent of the value of the materials provided and shall store these for Kiepe free of charge. The co-ownership rights shall be deemed to be materials provided in accordance with Clause 11.1.
- 10.6 The Supplier must notify Kiepe immediately of any seizure of the materials provided or other interventions by third parties.

## 11. Quality Assurance, Spare Parts

- 11.1 The Supplier shall establish and maintain a quality assurance system that complies with the latest standards of the relevant industry. The Supplier shall implement the quality assurance measures, including the necessary documentation, on its own responsibility. The Supplier shall make this documentation available to Kiepe upon request. The Supplier shall retain the documentation in accordance with legal requirements, but for at least 15 years.
- 11.2 Kiepe shall be entitled to verify compliance with the quality assurance measures itself or through independent auditors at the Supplier's factory during normal business hours and after giving timely notice of at least 10 working days. The inspection does not release the Supplier from its liability for defects. The Supplier is entitled to take appropriate measures to protect its business and trade secrets.
- 11.3 The Supplier is obliged to keep spare parts (including wear parts) for deliveries to Kiepe for a period of at least 15 years after delivery. If the Supplier intends to discontinue the production of spare parts for the deliveries, it shall notify Kiepe immediately after its decision to discontinue and give Kiepe the opportunity to place a final order for a reasonable number of spare parts.

## 12. Insurance

The Supplier shall take out adequate public liability insurance at its own expense. This insurance shall be maintained for the duration of the contract and proof of cover shall be provided to Kiepe on request. The Supplier shall take out adequate public liability insurance at its own expense. This insurance shall be maintained for the duration of the contract and proof of cover shall be provided to Kiepe on request. The Supplier is obliged to notify Kiepe immediately in writing of any significant change or discontinuation of insurance cover.

## 13. Software

If the delivery, provision, licensing or other transfer (hereinafter referred to as "**Transfer**") of software or software components (hereinafter referred to as "**Software**") the subject of the Order, the Supplier warrants that the transferred Supplier is free of third-party property rights, is suitable for the purposes specified by Kiepe in the Order, and that Kiepe is free to use and process the data or other results obtained from the Transfer of the Software. If the contractual use of the Order or parts thereof is impaired or prohibited due to the infringement of third-party property rights, the Supplier is obliged, at its discretion, either to modify or replace the delivery in such a way that the property rights infringement no longer applies, whilst still meeting the requirements of the Order, or to obtain a right of use so that the delivery can be used by Kiepe without restriction and at no additional cost in accordance with the order.



#### 14. Third-Party Property Rights, Work Results

- 14.1 The Supplier warrants that its Deliveries do not infringe any third-party rights and that third parties cannot assert any rights in relation to the Deliveries, in particular any rights in rem and intellectual property rights, including all industrial property rights such as, in particular, patent, trademark, utility model and design rights, as well as copyrights (hereinafter referred to as "**Property Rights**").
- 14.2 If a third party asserts claims against Kiepe due to the infringement of Property Rights in relation to a delivery by the Supplier, the Supplier shall – without prejudice to further rights of Kiepe – at its discretion and at its own expense either obtain a right of use, modify its delivery so that the Property Rights are not infringed, or replace its delivery with a new one. Any further legal rights of Kiepe due to legal defects in the Supplier's deliveries remain unaffected.
- 14.3 The Supplier shall indemnify Kiepe against all claims asserted against Kiepe by a third party due to the infringement of Property Rights and shall take over further dealings with the third party from that point onwards, unless the Supplier is not responsible for the infringement of Property Rights. Kiepe shall support the Supplier to the extent necessary. Any necessary and proven expenses incurred in this connection shall be reimbursed by the Supplier. Kiepe shall notify the Supplier immediately in writing if claims are asserted against Kiepe for infringement of property rights arising from or in connection with the Order.
- 14.4 Insofar as the Deliveries or the related documents and information contain Property Rights of the Supplier or third parties, the Supplier irrevocably, unconditionally and indefinitely transfers all Property Rights of the Supplier or third parties necessary for the contractually stipulated and normal use of the Deliveries third parties in a manner that is unlimited in time and space, fully or partially transferable and sublicenseable. If such a transfer of Property Rights is not possible due to mandatory legal provisions, the Supplier shall grant Kiepe all relevant rights of use and exploitation, including the right to publish, distribute, reproduction and processing, to the extent specified above, so that Kiepe can use, exploit and process the deliveries in the manner stipulated in the contract and in accordance with their normal use.
- 14.5 If the Supplier makes deliveries exclusively for Kiepe, it shall grant Kiepe the relevant rights of use, exploitation and processing on an exclusive basis. The rights of use and exploitation granted shall apply to all types of use and exploitation known and unknown at the time of delivery and shall entitle Kiepe in particular to transfer the deliveries to third parties.
- 14.6 Kiepe shall be the sole owner of all Property Rights to any work results resulting from the use of the Deliveries (hereinafter referred to as "**Work Results**"). The Supplier undertakes to transfer any Property Rights to Work Results to which it may be entitled to Kiepe without separate remuneration immediately after becoming aware of them. If the transfer of Property Rights to Work Results is not possible due to mandatory legal provisions, the Supplier undertakes to grant Kiepe all rights of use and exploitation in this regard without separate remuneration immediately upon becoming aware of them, in an exclusive, irrevocable, unconditional, wholly or partially transferable and sublicenseable manner, without restrictions in terms of content, space or time.

#### 15. Force Majeure

- 15.1 If compliance with delivery dates or other binding agreed dates is temporarily impossible or significantly impeded due to events of force majeure, the contractual obligations of the affected party shall be suspended and the affected dates shall be extended accordingly.
- 15.2 Force majeure includes, in particular, such unforeseeable impediments to performance or disruptions that are beyond the control of the affected party, could not have been averted or remedied even with the exercise of due care by a prudent businessman, and are not of a short-term nature. Force majeure includes, in particular, natural disasters, civil unrest, partial or general mobilization, war, civil war, acts or

conditions of war or war-like acts or conditions, imminent threat of war, state intervention or control in the context of a war economy, currency and trade policy measures or other sovereign measures, riots, terrorism, accidents, official orders, interventions by third parties such as criminal and cybercriminal acts or epidemics. Strikes and lockouts are not considered cases of force majeure.

- 15.3 If an event of force majeure lasts longer than three (3) months, both parties are entitled to withdraw from the contract. In the event of withdrawal, the statutory provisions shall apply.

#### 16. Export Control, Customs Law

- 16.1 Kiepe shall be entitled to refuse to fulfil its contractual obligations if and to the extent that applicable national or international foreign trade law – in particular export control or customs regulations, including embargo regulations and sanctions lists (hereinafter referred to as "**Applicable Foreign Trade Law**") – preclude this.
- 16.2 The Supplier must comply with all requirements of Applicable Foreign Trade Law when providing its services. Immediately after placing an order, the Supplier is obliged to provide Kiepe in writing with all information and data required by Kiepe to comply with Applicable Foreign Trade Law for export, import and re-export. This applies in particular to the following information and data: (i) Listing of a good in accordance with the annexes to Regulation (EU) 2021/821 and the German Export List (stating the list number) – in the currently valid version, (ii) the "Export Control Classification Number" in accordance with the currently valid U.S. "Commerce Control List", provided that the goods to be delivered are subject to the "Export Administration Regulations", (iii) the statistical commodity code in accordance with the current classification of goods in foreign trade statistics and the Harmonized System code, (iv) the country of origin (non-preferential origin) and, if requested by Kiepe, supplier declarations on preferential origin (for European suppliers) or certificates/certificates of preference (for non-European suppliers).
- 16.3 The Supplier is obliged to immediately notify Kiepe in writing of any circumstances that become known to it after conclusion of the contract which give rise to the assumption of a possible or actual violation by it of the Applicable Foreign Trade Law. In any case where circumstances become known which give rise to the assumption of a possible or actual violation of the Applicable Foreign Trade Law, a default of acceptance by Kiepe shall be excluded for a reasonable period of time in order to give Kiepe the opportunity to review the matter.
- 16.4 If actual violations of Applicable Foreign Trade Law are determined or cannot be ruled out, Kiepe may, at its discretion, withdraw from the contract in its entirety or from those partial deliveries that give rise to the assumption of a violation.
- 16.5 If the fulfilment of Kiepe's contractual obligations is delayed due to Applicable Foreign Trade Law, the performance period shall be extended accordingly. If the fulfilment of our contractual obligations is prohibited or impeded for a period of at least twelve (12) months or longer due to Applicable Foreign Trade Law, Kiepe shall be entitled to withdraw from the contract. If only partial deliveries are affected, Kiepe shall be entitled, at its discretion, to withdraw from the contract in its entirety or only for those partial deliveries that are prohibited or impeded. Such a right shall not exist if Kiepe is solely or predominantly responsible for the circumstances leading to the prohibition or impediment.
- 16.6 The Supplier must comply with all applicable national, European and international customs regulations relating to the deliveries. A Supplier whose place of business is located in the European Union must provide Kiepe with long-term supplier declarations for deliveries with preferential origin status in accordance with Regulation (EU) 2015/1446 and Implementing Regulation (EU) 2015/2447. The long-term supplier declarations must include or enable identification of the country of origin (specific Member State), start and expiry dates, and a conversion to the Kiepe material number. Upon request by Kiepe, the Supplier is obliged to submit an information sheet (INF 4) for verification or authenticity testing of the supplier declaration in accordance with

Article 64 of the Implementing Regulation (EU) 2015/2447 in its currently valid version. The Supplier shall inform Kiepe immediately in writing if the long-term supplier declarations lose their validity. A supplier with its registered office outside the European Union must prove the origin of the goods for each order by means of an official certificate of origin (issued by the competent authority) and enclose the necessary preference documents (e.g. EUR:1, EUR-MED).

16.7 The Supplier undertakes to comply with the security and reliability requirements issued by the customs authorities for certification as an Authorized Economic Operator (AEO) (or equivalent certification). If the Supplier is not certified as an AEO and has not yet applied for this, it must enclose a separate security declaration. The Supplier shall inform the customer if security or reliability requirements are not met or if compliance can no longer be guaranteed.

16.8 The Supplier shall indemnify Kiepe against any damage incurred by Kiepe as a result of the supplier's breach of its obligations under this Clause 16, unless the supplier is not responsible for such breach. The scope of the damages to be compensated shall also include compensation for all necessary and reasonable expenses incurred or to be incurred by Kiepe, in particular the costs and expenses of any legal defense, as well as any administrative fines or penalties imposed by the authorities.

## 17. Confidentiality

17.1 The Supplier shall treat information obtained from Kiepe and the business relationship as a whole (hereinafter referred to as "**Confidential Information**") as confidential and shall neither make it accessible to third parties nor disclose it. Confidential Information shall remain the exclusive property of Kiepe and shall only be made available within the Supplier's organisation to persons who are necessarily involved in the delivery to Kiepe and who are also bound to secrecy. Without the prior written consent of Kiepe, Confidential Information may not be reproduced or used commercially, except for deliveries to Kiepe itself.

17.2 Kiepe reserves all rights to Confidential Information (including copyrights and the right to register industrial Property Rights). Insofar as Kiepe has received Confidential Information from third parties, this reservation also applies in favour of these third parties. Products manufactured according to documents designed by Kiepe, such as drawings, models and the like, or according to Kiepe's confidential information or with Kiepe's tools or replica tools, may not be used by the Supplier itself or offered or delivered to third parties without Kiepe's written consent. This also applies mutatis mutandis to print orders.

17.3 There shall be no obligation of confidentiality if the information (a) was demonstrably already known to the Supplier at the time of conclusion of the contract or subsequently becomes known to third parties without this violating a confidentiality agreement, statutory provisions or official orders, (b) is already generally known at the time of conclusion of the contract or becomes generally known at a later date, provided that this is not due to a breach of the confidentiality obligation, (c) has been developed by the Supplier itself without access to Kiepe's Confidential Information, or (d) must be disclosed due to legal obligations or by order of a court or authority; in these cases, the Supplier shall inform Kiepe immediately, or at least as early as legally permissible, of the impending or actual disclosure.

17.4 At Kiepe's request, the Supplier shall immediately and completely return or destroy all Confidential Information, regardless of its form or embodiment, and confirm the destruction to Kiepe in writing.

17.5 The Supplier may only advertise its business relationship with Kiepe with prior written consent.

## 18. Compliance, Data Protection, Working in the Factory Area

18.1 The Supplier is obliged to act in accordance with the legal provisions applicable to them, in particular the regulations on data protection, competition law, anti-corruption and money laundering.

18.2 Within the framework of the contractual relationship, Kiepe processes personal data of the Supplier (insofar as they are a natural person)

and, if applicable, the data of their employees. Further information in accordance with Art. 13 GDPR will be available on request by the supplier and its employees.

18.3 The supplier must comply with the requirements of the Code of Conduct for Suppliers (available on request) or an equivalent code of conduct.

18.4 Persons who carry out work on Kiepe's premises in fulfilment of a contractual obligation of the Supplier must comply with the applicable regulations for safety, environmental protection, the transport of dangerous goods and fire protection laws, regulations and provisions, including the information sheets of the employers' liability insurance associations and the association of property insurers, insofar as they are relevant to the execution of the delivery. Kiepe reserves the right to issue instructions to the Supplier in connection with the above-mentioned regulations.

18.5 The Supplier shall indemnify Kiepe and the persons entrusted by Kiepe with the implementation or monitoring of accident prevention, environmental protection, plant security, fire protection, hazardous goods regulations and construction management, from all claims made against Kiepe or the aforementioned persons for damages resulting from a violation of the regulations to be observed by the supplier in connection with the execution of the delivery, unless the Supplier is not responsible for this.

## 19. Applicable Law; Jurisdiction; Miscellaneous

19.1 These GTC and the contractual relationship between the Supplier and Kiepe shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

19.2 The exclusive place of jurisdiction – including for international disputes – for all disputes arising from or in connection with the contractual relationship, including in connection with individual call-offs in the case of framework agreements, shall be Düsseldorf. However, Kiepe shall also be entitled in all cases to bring legal action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the Supplier.

19.3 Additions, amendments or subsidiary agreements to these GTC shall only be effective if they have been agreed in writing between the Supplier and Kiepe.