

I. Scope of Application

1. The following General Terms and Conditions of Purchase (GTC) shall apply exclusively. Any terms and conditions that conflict with or deviate from our conditions shall not apply, unless we have expressly agreed to their validity in an individual case. This also applies in the event that we accept deliveries or services without reservation while being aware of conflicting or deviating terms and conditions.
2. All agreements made between us and the Supplier for the purpose of executing this contract must be set out in writing.
3. Our GTC shall apply only to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

II. Order; order confirmation

1. Verbal and telephone orders as well as any changes to an order must be confirmed in writing in order to be binding.
2. We may cancel the order if the Supplier has not accepted it in writing within five working days of receipt (order confirmation).

III. Delivery time

1. The delivery time agreed between the parties is binding.
2. The timeliness of deliveries shall be determined by receipt at the place of destination/delivery specified by us in accordance with Incoterms ® 2020. The timeliness of deliveries with installation or assembly and of services depends on their acceptance by us.
3. If circumstances arise or threaten to arise which prevent compliance with the agreed delivery time, the Supplier shall notify us immediately in writing of the reasons and the expected duration of the delay.
4. In the event of a delay in delivery, the Supplier shall be obliged to pay a contractual penalty of 0.3% of the net value of the delayed delivery per working day. The total penalty shall not exceed 5% of the net value of the delayed delivery.
5. The right to claim further damages shall remain unaffected. Any contractual penalty paid shall be offset against additional claims for damages.
6. The contractual penalty may also be asserted even if no express reservation was made at the time of acceptance of the delayed delivery, if the reservation is declared until the final payment.

IV. Transfer of risk, dispatch, place of fulfilment, transfer of ownership

1. For deliveries with installation or assembly and for services, the risk shall pass upon acceptance, for deliveries without installation or assembly upon acceptance by us at the agreed place of destination/delivery, in accordance with Incoterms ® 2020. Unless otherwise agreed, DDP (named place of destination) Incoterms ® 2020 shall apply if (a) the Contractor's registered office and the place of destination are in the same country or if (b) the Contractor's registered office and the place of destination are both in the European Union. If the

forementioned conditions are not met, DAP (named place of destination) Incoterms ® 2020 shall apply unless otherwise agreed.

2. Unless otherwise agreed, the packaging costs are included in the agreed price. If we agree a price EXW with the Supplier in accordance with Incoterms ® 2020 or excluding packaging, we shall only bear the most favorable freight costs or packaging costs.
3. Each delivery must be accompanied by a delivery note stating the contents and the complete order reference.
4. If we bear the transport costs, we must be notified immediately that the goods are ready for dispatch. If DAP/DDP (named place of destination) is agreed in accordance with Incoterms® 2020, we may also determine the mode of transport. Additional costs for any accelerated transport necessary to meet a delivery date shall be borne by the Contractor.
5. Ownership shall pass to us upon delivery or acceptance.

V. Prices, terms of payment

1. The price stated in the order is binding.
2. Invoices shall be sent to us separately from the goods - preferably in digital form. Any additional services and deliveries shall be listed separately in the invoice with reference to the previous written agreements.
3. The payment periods shall run at the earliest from the date of receipt of a proper invoice and delivery or service rendered in full. Unless otherwise agreed, payment shall be made by us after receipt of the invoice and delivery within 14 days with a deduction of 3% discount or within 30 days without deduction.
4. The assignment of the payment claim to third parties requires our prior written consent.
5. In the event of a defect subject to warranty (Gewährleistung) that is not merely insignificant, we shall be entitled to refuse payment to a reasonable amount until the defect has been properly remedied.
6. We shall be entitled to rights of set-off and retention to the extent permitted by law.
7. As security for a down payment / advance payment, the Supplier shall provide us with a directly enforceable limited guarantee (valid for at least 6 months) on first demand (Selbstschuldnerische Bürgschaft auf erstes Anfordern) from a major European bank if the amount agreed in the purchase contract or contract for work and services (Werkvertrag) exceeds € 2,500. Alternatively, it is at our discretion to accept a declaration of guarantee from an affiliated company. The claims arising from the surety / guarantee may not expire before the respective secured claim against the contractual partner.

VI. Incoming goods inspection, liability for defects

1. Our obligation to inspect incoming goods is limited to deviations in quantity, recognisable transport damage and obvious, externally recognisable defects. The notification period for these aforementioned defects is two weeks. For all other obvious and concealed defects that are only noticed during processing or utilisation, a notification period of two weeks from discovery shall apply. Further obligations to give notice of defects and to inspect are excluded.
2. We shall be entitled to the statutory claims for defects



in full; in any case, we shall be entitled to demand from Supplier, at our discretion, rectification of the defect or delivery of a new defect-free item.

3. If the Supplier does not carry out the subsequent fulfilment within the reasonable period set by us, we shall be entitled (i) to withdraw from the contract in whole or in part without compensation, or (ii) to demand a reduction in price or (iii) to carry out subsequent improvement or new delivery ourselves or have it carried out at the Supplier's expense. The right to claim damages, in particular the right to claim damages in lieu of performance (Schadensersatz statt der Leistung), is expressly reserved.
4. The timeliness of the subsequent fulfilment shall be determined by the receipt at the place of destination.
5. The rights referred to in Section VI.3 can be exercised without setting a deadline if we have a particular interest in immediate subsequent fulfilment due to the avoidance of our own delay or other urgency and a request to Supplier to remedy the defect within a reasonable period of time is not reasonable for us. The statutory provisions on the dispensability of setting a deadline shall remain unaffected.
6. For each case of delivery of defective delivery items, Supplier shall pay a lump sum in the net amount of EUR 50.00 to compensate for the increased expenses incurred as part of the incoming goods inspection. This amount will be charged to the Supplier and deducted from the next payment or a remittance will be requested; we expressly reserve the right to assert further damages and other warranty claims. Supplier has the right to prove that a lower loss has been incurred.
7. The limitation period for defects is 24 months, calculated from the transfer of risk or acceptance, unless the law provides for a longer period. Insofar as Supplier makes a new delivery or rectifies a defect as part of its obligation to rectify defects, the period specified here shall begin to run again.
8. Insofar as Supplier is responsible for product damage for which we are held liable, Supplier shall be obliged to indemnify us against claims for damages by third parties upon first request insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties. Within the scope of his liability, Supplier shall also reimburse all expenses arising from or in connection with a recall action carried out by us. We shall inform Supplier of the content and scope of the recall - as far as possible and reasonable - and give him the opportunity to comment. In all other respects, the statutory provisions shall apply.
9. Supplier shall ensure by labelling the products or, if this is impossible or inappropriate, by other suitable measures that it can immediately determine which other products could be affected if a defect occurs in products. Supplier shall inform us of its labelling systems or other measures in such a way that we can make our own determinations to the extent necessary.
10. Supplier shall insure itself against risks arising from product liability to an appropriate amount and submit the insurance policy and/or its insurance confirmation to us for inspection upon request.

VII. Provision of materials

1. Materials provided by us and information made available shall remain our property and shall be stored separately free of charge and labelled as our property.
2. They may only be used for our orders. In the event of culpable reduction in value or loss, Supplier shall provide compensation, whereby Supplier shall also be responsible for simple negligence. This shall also apply to the invoiced transfer of order-related material.

VIII. Tools, moulds, samples, confidentiality

1. Tools, moulds, samples, models, drawings, illustrations and other documents provided by us or manufactured for us, as well as items manufactured thereafter, may not be passed on to third parties or used for purposes other than the contractual purposes without our written consent. We reserve the property rights and copyrights to them. They are to be used exclusively for production on the basis of our order and are to be returned to us without request after the order has been processed. Furthermore, they must be secured against unauthorised inspection or use. Subject to further rights, we may demand their return if the contractor breaches these obligations.
2. Supplier shall treat knowledge and experience, documents, tasks, business transactions or other information obtained from and about us as well as the conclusion of the contract and the results as confidential vis-à-vis third parties - even beyond the term of the contract - as long as and insofar as these have not lawfully become generally known or we have consented to their disclosure in writing in individual cases. Supplier shall use this information exclusively for the purposes required to provide the services.

IX. Code of Conduct for Suppliers

1. Supplier undertakes to observe the provisions of the Code of Conduct for Suppliers, which can be viewed on our website <https://www.rk-rose-krieger.com>.
2. If Supplier culpably violates the obligations arising from the Code of Conduct for Suppliers, we shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract if Supplier has not remedied the breach of duty after the fruitless expiry of a reasonable period of time to remedy the breach of duty - insofar as this is possible.

X. Product conformity

1. If Supplier delivers products which are subject to statutory and other legal requirements with regard to their placing on the market and further marketing in the European Economic Area or corresponding requirements in other countries of use notified by us, then Supplier shall ensure that the products fulfil these requirements at the time of the transfer of risk. Supplier shall provide us with all evidence of conformity immediately upon request.
2. If Supplier delivers products whose product components are included in a list of declarable substances currently valid at the time of the order or which are subject to

laws, material restrictions and/or material information obligations (e.g. RoHS Directive 2011/65/EU supplemented by 2015/863/EU, REACH Regulation 1907/2006/EC, POP Regulation 2019/1021/EU, in their respective current version), Supplier shall inform us of the non-conformity without being requested to do so, stating the CAS number. This shall be done free of charge by Supplier. Before accepting the order, he shall expressly point out to us that the delivery item is subject to the special requirements and otherwise expressly recognises all manufacturer obligations (in particular labelling obligation, take-back obligation, etc.) arising from the relevant laws and regulations towards us.

3. Supplier expressly assures that the delivered goods meet all requirements of the German Electrical and Electronic Equipment Act (ElektroG) based on the WEEE Directive 2012/19/EU in its currently valid version, insofar as the goods fall within the scope of these laws, regulations and directives.
4. Supplier has implemented appropriate measures to ensure that its deliveries and services comply with the requirements regarding the use of so-called conflict minerals (e.g. tantalum, tungsten, tin, or gold), as set out in Regulation (EU) 2017/821 of 17 May 2017 as amended establishing supply chain due diligence obligations, the German Act Implementing this Regulation of 6 May 2020, and Section 1502 of the U.S. Dodd-Frank Act (where applicable), each as amended.

XI. Provisions on Export Control and Foreign Trade Data

1. Supplier shall comply with all requirements of the applicable national and international customs and foreign trade laws and regulations ("Foreign Trade Law"). Supplier shall promptly provide us in writing with all information and data necessary for compliance with Foreign Trade Law in the case of export, import, and re-export, in particular all applicable export list numbers, including the Export Control Classification Number (ECCN) pursuant to the U.S. Commerce Control List, (ii) the statistical commodity code according to the current classification of foreign trade statistics, (iii) the HS (Harmonized System) Code, and (iv) the country of origin (non-preferential origin).
2. The Supplier undertakes to comply with all applicable laws and regulations relating to export control, embargoes, and sanctions — in particular those of the European Union (EU), the United States of America (USA), and any other relevant jurisdictions. In particular, the Supplier agrees not to engage, directly or indirectly, in any business relationships with natural or legal persons, organizations, or entities that are subject to sanctions in connection with the Russia-Ukraine conflict or Belarus. The Supplier shall immediately inform the Purchaser in writing if there is any doubt as to the compliance of any delivery or service with applicable sanctions regulations, or if a violation of such regulations is identified.
3. In the event of a breach of these obligations, we shall be entitled to withdraw from or terminate the contract without notice. This shall be without prejudice to any further statutory rights, in particular claims for damages.

XII. Data Protection

1. Within the scope of and exclusively for the purpose of contract performance, we also process personal data of our suppliers and their employees (e.g., contact details). Such data is attributed to the legal entity of the contractor and is processed only by us or by companies of the Phoenix Mecano Group. All our employees are contractually bound to confidentiality and have been instructed on the applicable data protection regulations. Our privacy policy is available on our website at <https://www.rk-rose-krieger.com>.
2. If the contractor gains access to personal data in the course of providing contractual services, they shall comply with the applicable data protection regulations, in particular by collecting, processing, and/or using such personal data solely for the purpose of fulfilling the contractual obligations (purpose limitation). The contractor shall ensure that its employees are bound by confidentiality obligations and instructed on the applicable data protection regulations. Data not required for the contractual relationship must not be stored.

XIII. Place of Jurisdiction, Applicable Law

1. The laws of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this GTC shall be the courts at the registered office of our company. However, we reserve the right to pursue our claims before any other court having jurisdiction under applicable law.

XIV. Prevailing Language Clause

This English version of the GTC is provided solely for convenience and informational purposes. In the event of any discrepancy or conflict between the German and English versions, the German version shall prevail. Only the German version is legally binding and authoritative.

As of August 2025

By signing below, I confirm that I have read, understood, and unconditionally accepted the contents of this document.

Place, date, signature

Name and position of the signatory in block letters