MinebeaMitsumi
Passion to Create Value through Difference

GENERAL TERMS AND CONDITIONS OF PURCHASE
RO-RA Aviation Systems GmbH

as of October 2025

§ 1 General scope of application

1. These General Terms and Conditions of Purchase apply to the company RO-RA Aviation Systems GmbH ("**we/us**").

2. Our Terms and Conditions of Purchase shall apply exclusively; we do not recognise any general terms and conditions of the supplier or contractual partner that conflict with or deviate from our Terms and Conditions of Purchase, in particular in the form of general terms and conditions of delivery and sale, unless we have expressly agreed to their validity; otherwise they shall be rejected. Our Terms and Conditions of Purchase shall also apply exclusively if we accept the Supplier's delivery and/or service without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase. The provisions contained in these GCP shall also apply if the supplier's conflicting General Terms and Conditions of Business do not contain any express provisions on a particular point.

3. With the first delivery or service by the supplier on the basis of these Terms and Conditions of Purchase, these Terms and Conditions of Purchase shall also apply to all further deliveries by the supplier to us.

4. If framework agreements or individually negotiated contracts or contractual clauses have been concluded between us and the supplier, these shall take precedence over the GCP. They shall be supplemented by these EKB unless more specific provisions are made therein.

5. All agreements made between us and the supplier for the purpose of executing the contract must be set out in the contract in writing or text form. *The precedence of the individual agreement* remains unaffected for individual agreements of any form.

6. Our Terms and Conditions of Purchase apply *exclusively* to companies, i.e. to such natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the contract.

§ 2 Transmitted data, figures, formulae, drawings, calculations

1. We reserve the exclusive right of ownership and copyright to illustrations, formulae, manufacturing or utilisation instructions, drawings, calculations, photos, technical descriptions and other documents and data on our part which we or our vicarious agents provide to the supplier on our behalf; they may not be made accessible to third parties by the supplier without our express consent, unless there is a statutory or official duty of disclosure. Furthermore, they shall be used *exclusively* for the processing of our order or for the processing of the contractual relationship entered into with us and shall be returned to us free of charge after the order has been processed and, in the case of continuing obligations, upon their termination without being requested to do so, including all copies, or shall be destroyed at our request (in the case of data by overwriting), unless there is a legal obligation to retain them which we can prove does not affect the supplier's obligation to maintain secrecy. They must be kept secret from third parties by the supplier unless the supplier is under an official or statutory obligation to disclose them. If these illustrations, formulae, drawings, calculations and other documents are embodied in data, these shall be completely deleted by overwriting at any time at our request and the deletion shall be confirmed to us by the supplier in writing or in text form and without delay, unless there is a legal obligation to retain the data which can be proven to us and which does not affect the supplier's confidentiality obligation.

2. Products which are manufactured by the supplier or its vicarious agents (*Erfüllungsgehilfe*) according to documents and/or templates and/or data (e.g. drawings, samples or models and the like) designed by us and/or our vicarious agents or according to information provided by them which is marked as confidential or designated as secret or with such features and/or properties of a product or their tools which are not known to the public, or replicated tools, may not be used by the supplier itself or in favour of third parties outside our order, nor offered or supplied to third parties. The supplier shall also agree this at the expense of its vicarious agents and in our favour as a genuine contract in favour of third parties (*echter Vertrag zu Gunsten Dritter*) and prove this to us at our first request.

§ 3 Offers of the supplier / highly personalised service

1. Offers from the supplier shall be made in writing or in text form following a corresponding request on our part in the format specified by us for this purpose at that time in order to ensure their comparability with other offers. We will be happy to provide the supplier with the relevant format free of charge at any time on

request. They shall be non-binding and free of charge for us - also in the form of cost estimates.

2. Offers from the supplier must fully describe the object of delivery/service and fully list all additional products and/or services necessary for the safe and economically efficient utilisation of the object of delivery/service or the offered service by us and fully price them in the supplier's offer.

3. Goods or components of goods and/or services or components of services which are not listed in the Supplier's offer but which are essential for safe and proper operation or use of the goods and/or services to be supplied in accordance with the agreed characteristics shall be deemed to be part of the goods and/or services to be supplied and to be owed by the Supplier together with them, unless otherwise agreed.

4. The Supplier shall expressly point out in writing or in text form any dangers and environmental hazards or the possible infringement of the rights of third parties associated with the delivered goods or the provision of the agreed service, as well as any need for special treatment of the goods (in particular for storage or further processing), with its offer and, in the case of new findings by the Supplier after conclusion of the contract, immediately after becoming aware of them.

5. Unless expressly agreed otherwise, the Supplier shall provide the service as a "*highly personal*" service, i.e. in the case of legal entities, exclusively with its own employees.

§ 4 Declaration of acceptance, conclusion of contract, order processing, obligation to hold

1. In order to enable us to carry out orderly contract controlling, only orders placed by us in writing and in text form with our sender identification are valid.

   Amendments and supplements to our order must be made in writing or text form. This also applies to the waiver of the written form agreement itself, whereby the precedence of the individual agreement for individual agreements of any form remains unaffected. Our silence in response to offers, requests or other declarations by the supplier shall only be deemed to constitute consent if this has been expressly agreed. Unless expressly agreed otherwise with us, only the content of the order shall be decisive for the order if the supplier provides the service.

2. The supplier is obliged to state our order number and/or the customer details on all shipping documents and delivery notes. If he fails to do so, we shall not be responsible for delays in processing and payment.

3. The supplier must confirm the order in writing or in text form within 5 working days (at its registered office) after receipt of the order, or within 2 working days at the supplier's registered office if we place an order via an electronic ordering platform, whereby receipt of the confirmation by us shall be decisive. After expiry of this period, we shall be entitled to cancel our order as a legal consequence in the absence of any other agreement. Claims of the supplier based on a valid cancellation made for this reason are excluded.

4. In the case of recurring orders on our part, in particular delivery call-offs, the supplier shall be obliged to confirm the order to us in writing or in text form within 4 working days (at its registered office) after receipt of the order (in the case of orders placed by us on an electronic ordering platform of the supplier within 2 working days at the supplier's registered office), whereby the receipt of the confirmation by us shall be decisive for compliance with the deadline. After expiry of this period, we shall be entitled to cancel our order as a legal consequence in the absence of any other agreement. Claims of the supplier based on a cancellation made for this reason are excluded.

5. In ongoing business relationships between us and the supplier, our delivery call-offs may be adjusted with regard to the delivery call-offs of our customer for which the supplier's delivery/service is covered, provided that this is logistically reasonable for the supplier, we inform the supplier of this immediately after becoming aware of our customer's delivery call-off and a reasonable period of time remains for the delivery and we compensate the supplier for any associated economic burdens. Section 4, paragraph 4 applies accordingly to the supplier's right of objection.

6. We request a single copy of the order confirmation by e-mail to the address stated in the order. The supplier is obliged to state our order number and/or the customer details on the order confirmation, all shipping documents and delivery notes. If he fails to do so, we shall not be responsible for any resulting delays in processing. We request invoices in electronic form.

7. Unless otherwise agreed and subject to proof to the contrary, the official values determined by us after receipt of the goods shall be decisive for quantities, weights and dimensions as well as delivery quantities. For all consignments, the weights must be stated in the accompanying documents, insofar as these are customary in the trade or have been agreed with us, or the remuneration is based on weight.

In the case of call-off contracts or framework supply contracts, the supplier shall send us a weekly stock list of its stock levels for the contractual products concerned.

8. Insofar as our order or the documents or data on which it is based contain obvious errors, mistakes, typing and calculation errors or errors recognised or recognisable by the supplier, we shall not be bound in this respect. In such cases, the supplier is rather obliged to inform us immediately in writing or in text form of the relevant errors so that we are able to correct and renew our order. Should recognisably required documents not have been sent with the order, this obligation shall apply accordingly.

   The supplier must also inform us in writing or in text form with the order confirmation if the delivery items are dual-use goods, i.e. goods with a dual purpose; items, technologies and knowledge that generally serve civilian purposes but can also be used for military purposes and are subject to the EU Dual-Use Regulation. If the supplier culpably fails to do so, it shall indemnify us against all third-party claims and damages as well as reasonable, customary and proven costs arising therefrom. The principle of consideration of contributory negligence remains unaffected.

9. Upon our request, the supplier shall grant access to its production facilities to authorities and professional associations responsible for quality and environmental management, the prevention of health hazards or the approval of our products, production safety, and social security matters at our registered office, at the place of delivery and/or performance and/or at the supplier's place of business, and shall provide us with any technical, economic, or logistical support that is reasonable for the supplier in this regard, should authorities investigate the supplier or us due to one of the products or substances delivered by the supplier to us, and/or a service provided by the supplier to us, or because of alleged legal violations by such products and/or services in which the supplier has been involved through a supply or subcontracting services, or through which production or our service has been made possible. We undertake to do the same for the supplier.

10. If the supplier only accepts our order with deviations, it must *clearly* and *prominently* indicate these deviations in its order confirmation *in a manner that is readily recognisable to us. Otherwise, these deviations shall in any case be legally irrelevant.*

11. The Supplier shall also notify us in writing or in text form with its offer of any changes to the contractual terms and conditions or order details and/or order terms and conditions.

    The supplier shall notify us immediately in writing or in text form of any changes/extensions to the scope of the contract, the necessity of which only becomes recognisable during the execution of the contract. The amendments/extensions shall only become legally effective with our written consent. The precedence of individual agreements in any form remains unaffected.

    The supplier is *not* authorised to change the products or the processes, manufacturing processes, designs and materials on which the products are based within the scope of the orders or purchases placed by us or to accept corresponding changes from its subcontractors without having obtained our prior written approval. New costs for the validation of products incurred by us or our customers as a result of changes made by the supplier (except in the case of changes requested by us) shall be borne by the supplier unless otherwise expressly agreed with us. In this case, we shall determine the appropriate amount of the validation costs together with the supplier.

12. In the absence of any other express agreement with us, the Supplier shall be obliged, when commissioning assembly, repair or construction services, to inform itself sufficiently of the local conditions relevant to the service to be provided by inspecting the plans available to us regarding the type of execution and scope of the service as well as by inspecting the construction site and/or the assembly/worksite or the location of other services to be provided by the Supplier at the place of performance *before* providing the service.

13. The supplier must specify to us in writing or in text form all documents to be provided by us for the execution of the order in good time prior to the provision of the service and request them from us. The same applies to other co-operation services on our part. If the supplier fails to do so, he shall be responsible for any resulting circumstances (such as additional costs, waiting times, etc.).

14. Insofar as the supplier has to provide us with material samples, test reports, quality documents, delivery documents, certificates of origin or other documents in accordance with the contract or as a secondary obligation, the completeness of the delivery and/or service also presupposes the complete handover of these samples, reports and documents in German.

15. If waste is generated in the course of the Supplier's fulfilment of the contract, the Supplier shall remove and dispose of this waste itself - unless otherwise agreed - at its own expense in accordance with the relevant provisions of waste legislation. Ownership, risk and responsibility under waste law shall pass to the supplier at the time the waste is generated.

16. *We shall be entitled (without prejudice to any other rights of cancellation (Rücktrittsrechte) to which we are entitled) to withdraw from the contract without compensation in the event of the following alternative circumstances and, in the case of a continuing obligation concluded with the Supplier, to terminate the contract for us without compensation and without notice if*

(i) the supplier increases the price for the goods sold or services to be provided by it in the case of an offer price offered by it with the unilateral option to increase the price, and/or

(ii) the supplier files for insolvency or suspends its payments, or an application to open insolvency proceedings against the supplier's assets is rejected for lack of assets, if in the aforementioned cases the supplier culpably breaches an obligation arising from the contract concluded with us at the time of cancellation or if we cannot reasonably be expected to adhere to the contract from an objective point of view.

In the aforementioned cases, the supplier shall not be entitled to any claims against us due to our cancellation or termination, in particular for damages or reimbursement of expenses.

17. We do not accept a reservation of self-supply (*Selbstbelieferungsvorbehalt*) by the supplier, nor do we accept a suspension of the supplier's obligation to perform (*Aussetzung der Leistungsverpflichtung*) in the event of changed circumstances if these were abstractly or specifically foreseeable for the supplier when the contract was concluded (e.g. through so-called hardship clauses and e.g. in the event of acts of war, interrupted supply chains, logistics problems, embargoes, political developments).

18. In addition, there is no good cause for extraordinary termination on the part of the Supplier or a right of the Supplier to terminate the contract or a right of the Supplier to refuse performance if (i) there is a price increase for raw materials required for the fulfilment of the contract or services purchased from subcontractors, and/or (ii) it becomes necessary to purchase raw materials or services from sources other than the Supplier's previous contractual suppliers for the fulfilment of the contract.

19. During the term of this agreement, the supplier undertakes to maintain suitable material and personnel resources as well as contractual relationships with suppliers and raw material sources in sufficient form at all times in order to fulfil its delivery obligations arising from the agreements concluded with us.

20. In the case of contracts for work and services (*Werkverträge*), the supplier is obliged to provide us with a weekly progress report on the work to be performed in written or text form, combined with photographic documentation showing the progress of the work, without additional remuneration.

§ 5 Prices, payment, invoice, assignment, offsetting, retention, packaging, waste disposal, open book policy

1. Unless otherwise expressly agreed, agreed prices are fixed prices. The price risk, in particular the calculation risk and the risk of changes in raw material prices and/or changes in procurement costs for required deliveries/services shall be borne exclusively by the supplier. For the avoidance of doubt, in the absence of any express agreement to the contrary with us, such changes in procurement costs and/or raw material costs at the expense of the supplier shall not give rise to any claim for price adjustment or any right to a delivery stop on the part of the supplier and shall also not constitute a case of force majeure and/or disruption of the basis of the transaction (*Störung der Geschäftsgrundlage*).

2. a. Unless otherwise agreed in writing, the agreed prices include all costs for packaging, transport to the agreed place of receipt or dispatch (delivery DDP - Incoterms® 2020), and for customs formalities and customs duties. In the absence of any other express agreement, the place of delivery shall be our registered office. In the event that we have to bear the freight and/or shipping costs in deviation from sentence 1, the supplier shall choose the cheapest mode of transport, unless we specify a different mode of dispatch. If a consignment has to be dispatched using a mode of transport that is less favourable for us because it is more expensive (e.g. express goods instead of freight) due to the supplier's culpable failure to meet the delivery date, the supplier shall bear the additional costs incurred alone.

b. In the case of orders with price reservation on the part of the supplier, we shall be entitled to withdraw from the contract and, in the case of continuing obligations, to terminate the contract without notice if the price demanded by the supplier does not meet with our approval on the basis of the price reservation.

c. If no prices are specified by the supplier, the prices from the supplier's last order confirmation for the contractual product concerned shall apply at the time of the order, provided that this was not more than 1 year ago, otherwise the supplier's general list prices shall apply.

3. Unless otherwise agreed with the supplier, all payments shall be made by bank transfer in EUR after complete and faultless delivery of the goods and

handover of the documentation. If customer bills of exchange or promissory notes are given in payment, we shall bear the bill tax and the discount in an amount to be agreed.

4. *The applicable value added tax is included in the price quoted by the supplier, unless it has been expressly designated and agreed as a net price.*

5. The supplier's invoice must show our order number, our cost centre and our orderer details and must be verifiable and state the VAT number. In addition, the invoice must include a description of the individual invoice items with the item numbers, the place of use, the net unit prices for the individual invoice items as well as the place and type of delivery. If we are charged separately with the transport costs, the originals and copies of the consignment notes with full details of the route, wagon number etc. and the transport invoices must also be enclosed with the invoices; in the case of a collective delivery, these invoices must state the weight and the partial amount of the goods delivered.

   If this information is missing, we shall not be responsible for delays in processing and payment and the invoice amount shall be due for payment at the earliest 7 calendar days after submission of the aforementioned information by the supplier to us. Invoices shall be sent to us in a single copy when the goods are dispatched, but separately from the goods. Invoices are to be sent to us by the supplier in electronic form.

   The supplier shall compensate us for damages and expenses incurred by the supplier's acceptance and/or further processing of the goods with an incorrect or missing order number culpably provided by the supplier. The principle of taking into account contributory negligence remains unaffected.

6. Invoices received by us shall be paid within 14 calendar days with a 3% discount or within 30 calendar days net, unless otherwise expressly agreed, after receipt of the goods and invoice. Discount deductions are also permissible if we make use of a right of set-off.

7. Payments on our part shall not be deemed as acceptance or waiver of any defect rights and shall not constitute any acknowledgement of fulfilment in accordance with the contract.

8. In the event of acceptance of premature delivery and/or performance, the due date for payment shall be based on the originally agreed delivery date, unless otherwise agreed.

9. In the event of incomplete or defective delivery and/or performance, we shall be entitled to withhold payment in full or in proportion to the value of the defect-free and defective delivery/performance until proper fulfilment.

10. After fulfilment of the contract, the invoices to be issued by the Supplier shall be sent separately according to the respective order to the invoice address specified in the order by e-mail and, if this is not technically possible, by post. All invoicing documents must be enclosed in full. Partial performance invoices must be labelled "down payment invoice", "partial performance invoice", "final invoices". Electronic invoices shall only be deemed to be proper invoicing if we have expressly agreed this with the supplier.

11 If advance payments have been agreed, these shall only be due for an amount in excess of EUR 10,000 if the supplier has provided us with a directly enforceable guarantee (*Selbstschuldnerische Bürgschaft*) to secure the advance payment. The guarantee must be issued by a bank or insurance company authorised in the EU and subject to general EU financial supervision, with at least one branch in Germany, with its registered office in the Federal Republic of Germany and in accordance with German law and with our registered office as the place of jurisdiction.

12. The supplier shall only be entitled to rights of retention (*Zurückbehaltungsrechte*) and set-off (*Aufrechnungsrechte*) against our claims for such claims that are recognised by us or have been legally established. Offsetting is also permissible if the counterclaim for offsetting is in synallagma (i.e. in the reciprocal relationship of two services in the contract concluded with us) with our claim and is based on the breach of a principal obligation.

13. The assignment of existing claims against us by the supplier requires our prior consent, unless they are monetary claims in commercial transactions.

a. The supplier shall pack the items/substances to be delivered exclusively in environmentally friendly packaging material or environmentally friendly containers in such a way that transport and/or storage damage is prevented during normal commercial handling. This shall be done in compliance with the agreed packaging and preservation regulations and the specifications on the contractual packaging data sheet or other packaging regulations agreed with us. The agreed packaging units must be adhered to. The supplier shall deliver the products in suitable and, if agreed, exclusively in means of transport approved by us in order to avoid damage and quality deterioration (e.g. contamination, corrosion, chemical reactions).

b. Deliveries must be labelled in such a way that all delivery items can be clearly identified and traced at all times. Each packaging unit (pallet, drum, ECC container) must be labelled with tags, labels or stamps containing at least the following information: (i) material name, article name/number (ii) net weight (iii) batch number (iv) production or expiry date (v) sender.

c. The packaging of the respective delivery items is included in the price, unless we have expressly agreed otherwise with the supplier. The supplier shall immediately dispose of any waste generated during delivery or assembly free of charge.

14. If, in exceptional cases, the supplier and we have agreed that we are obliged to pay for the packaging, the supplier shall invoice the packaging at cost price. In this case, the supplier shall choose the packaging specified by us and shall request us to make this choice in text form in good time. If the packaging selected by us is not suitable for the safe and appropriate packaging of the delivery item, the supplier must inform us of this immediately in writing or in text form prior to packaging with a sufficient response period for us.

15. If the packaging used to dispatch the goods is invoiced separately on the basis of an agreement, we shall be free to make it available again in usable condition, carriage paid, against a credit note of at least 2/3 of the net price invoiced, unless we have expressly agreed otherwise with the supplier. The supplier is free to prove that the returned packaging has a significantly lower value (at least 10 % less). In this case, the reimbursement shall be adjusted accordingly.

16. In the case of Section 5 Paragraph 16 above, we are entitled to send the packaging to the supplier at the supplier's expense.

17. U*pon request and with the aim of joint cost reduction and competitiveness, the supplier shall fully disclose its price calculation to us and, within the framework of the "open book" calculation, inform us of all costs for raw materials, processing costs, direct and indirect labour and overhead costs, amortisation of investments, sales overheads and profit against conclusion of a non-disclosure agreement. Any calculation errors shall be borne exclusively by the supplier.*

§ 6 Subcontracts

The supplier shall only be authorised to subcontract *if and insofar as no highly personal service has been agreed by the supplier, unless we have expressly agreed otherwise with the supplier*. However, in this case of the supplier's authorisation to subcontract, we shall be entitled to object to the placing of subcontracts by the supplier for good cause, with the legal consequence that the supplier must refrain from using the subcontractor. In this case, the supplier must fulfil the order itself or through another suitable subcontractor. Good cause shall be deemed to exist in particular if the subcontractor, from an objective point of view, does not offer the guarantee of contractual fulfilment of the contract concluded by us with the supplier and the activity assumed by the subcontractor in this respect, e.g. because it does not have the necessary qualifications or does not have suitable material or personnel resources for the required performance of the service.
The supplier must inform us of the use of the subcontractor in good time in writing or in text form, stating all relevant information (e.g. company name, address, qualifications, references), so that we can check the existence of an important reason for at least 7 calendar days before the planned service assignment and can still inform the supplier of the result of the check before the service is performed.

§ 7 Delivery, delivery time

1. The agreed delivery and/or service dates and deadlines must be adhered to. In the case of an agreed obligation to deliver, the receipt of the goods at our premises or at the agreed place of delivery (*Bringschuld*) shall count as compliance. Unless otherwise agreed, deliveries must be notified to us in writing or by e-mail at least 48 hours in advance. Vehicles can only be unloaded for delivery to us on Mondays to Fridays (with the exception of public holidays or factory holidays) and taking into account the respective operating hours of our warehouses, unless a special arrangement has been expressly agreed in individual cases. The supplier shall be responsible for all consequences arising from non-compliance with this obligation.

2. The supplier is obliged to inform us immediately in writing or in text form if circumstances occur or become recognisable to him which indicate that agreed delivery or service deadlines cannot be met. This shall also apply if the supplier is not responsible for the delay in delivery. In the event of a culpable breach of this obligation, we shall be entitled to compensation from the supplier for the resulting damage. The supplier may only invoke causes of a delay for which he is not responsible if he has fulfilled his duty of notification in due time and form.

3. In the event of delivery or performance earlier than agreed, we reserve the right to return the goods at the supplier's expense or to refuse performance, or to refuse delivery. If the goods are not returned in the event of early delivery, they shall be stored at the supplier's expense and risk until the delivery date.

4. Partial deliveries or services by the supplier are only permitted after express agreement with us. We may otherwise reject these. In the case of agreed partial deliveries, the remaining quantity must be clearly listed by the supplier.

5. The supplier is only permitted to make excess or short deliveries with our express authorisation.

6. In the event of delivery bottlenecks, the supplier shall fulfil our order preferentially, insofar as this is possible for him, taking into account his other delivery obligations.

§ 8 Transfer of risk, documents

1. Unless otherwise agreed with us, delivery shall be made DDP (Incoterms 2020®) and shall be at the supplier's risk until the time of complete delivery and, in the case of services under a contract for work and labour, acceptance by us at the contractually agreed place of performance.

2. Within the scope of the business relationship, the supplier is obliged to treat each individual order placed by us separately in all correspondence. It shall be incumbent upon the supplier to state in all correspondence such as e-mails, letters, dispatch notes, delivery and packing notes, invoices, consignment notes, accompanying addresses, etc., the supplier shall state at least the complete order number, order date and the purchaser's reference as well as our transaction number. If delivery ex works has been agreed, the supplier shall prepare the freight/customs/loading documents and packing lists in advance 7 calendar days before the agreed delivery date and send them to us within the aforementioned period, whereby receipt by us shall be decisive for compliance with the deadline.

3. The aforementioned documents such as invoices, delivery notes and packing slips must be enclosed with each consignment in a single copy. In the case of deliveries of goods, the content of these documents shall include at least the quantities and quantity unit, gross, net and, if applicable, calculated weight as well as the order number, article description, remaining quantity in the case of partial deliveries and our order number as well as our vendor number, the supplier's order number and our material number.

4. The supplier is obliged as an essential contractual obligation to provide us with the relevant certificates of origin and quality relating to the delivery items in German or English together with the delivery of the goods. *The remuneration for this is already included in the remuneration for the main service*.

5. The supplier undertakes to facilitate the verification of proofs of origin by the customs administration and to provide the necessary information without delay as well as any necessary confirmation.

6. In the case of contracts for work and services and such purchase contracts where acceptance of the delivery item has been agreed, the transfer of risk (*Gefahrübergang*) shall only take place upon our formal acceptance of the service and/or delivery. Otherwise, the transfer of risk shall occur upon delivery of the delivery item to us or at the agreed place of delivery and performance. Fictitious acceptance is excluded in the contractual relationship with the supplier.

§ 9 Time of performance; delay; delivery capacity

1. The agreed delivery dates and/or delivery periods as well as performance periods or performance dates are binding. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods at the place of receipt or use specified by us or the complete provision of the service owed to us.

   In the event of a delay in delivery and/or performance by the supplier, we shall be entitled to the full statutory claims. In particular, we are entitled to withdraw from the contract after the fruitless expiry of a reasonable period and/or to demand compensation instead of performance.

2. In the event of a delay in delivery and/or performance by the supplier, we shall be entitled to demand a contractual penalty of 0.5% of the net remuneration of the delayed delivery or service per completed week of delay, but not more than a total of 5% of the net remuneration of the total net remuneration agreed for the order; we reserve the right to assert further statutory claims, in particular claims for damages, but with full offsetting of the contractual penalty. We may claim the contractual penalty within 3 months of becoming aware of the supplier's default. The date of dispatch of our declaration of the demand for the contractual penalty shall be decisive for compliance with the deadline.

3. In the event of an imminent or actual delay in delivery and/or performance, the supplier shall, upon request, grant us access to all relevant documents relating to the legal relationship on which the delivery and/or performance to its suppliers and/or subcontractors is based and shall name all relevant subcontractors and suppliers to us as clients authorised to inspect such documents. However, the supplier shall only be obliged to disclose business secrets, i.e. information and/or data which are only known to a narrow circle of

persons, which are related to his company, which have an economic value and are identifiable and in respect of which the supplier has taken appropriate protective measures, after we have made him an offer of a confidentiality agreement which binds us in favour of the supplier with regard to the information to be disclosed and which the supplier will then conclude with us without delay.

4. If, in the event of a delay in delivery or performance by the supplier, there is an objective reason (e.g. a time-critical order for us) for this in our favour, the supplier shall grant us the right to make direct contact with all subcontractors and suppliers in question as part of the order processing for us in order to avert a resulting delay in delivery and/or performance or to shorten it as far as possible . The supplier shall provide us with the contact details for this purpose free of charge on first request.

5. The entire responsibility for the order shall remain with the supplier in the event of the circumstances in accordance with the above Section 9 Paragraph 3 and 4.

6. Acceptance of the delayed delivery shall not constitute a waiver of claims for damages and/or a contractual penalty agreed in our favour.

7. The supplier undertakes to provide sufficient production and delivery capacities in order to be able to produce and deliver to us in good time the number of products per calendar year stipulated in the contract as the target capacity plus a 10% safety margin. We are not obliged to order the safety margin quantity unless this is agreed separately with us.

8. To cover additional immediate requirements, the supplier shall - unless otherwise agreed with us - keep a reasonable quantity of the product to be agreed in stock at our request and at its own expense. Unless otherwise agreed with us, we shall be obliged to accept these products at the agreed price upon termination of the supply relationship if they are in accordance with the contract and the supplier cannot utilise them otherwise. The supplier undertakes to conclude a corresponding storage agreement with us at our first request.

§ 10 Change management

1. The necessity of changes to the content of the order cannot always be avoided, even due to change requests from our end customers. We are therefore entitled, even after conclusion of the contract, to demand changes to the delivery item and/or service, in particular with regard to design, execution, quantity and delivery time in accordance with the following regulations, if the deviations are technically and logistically reasonable for the supplier from an objective point of view, taking into account the supplier's business purpose and its production and service knowledge as well as the supplier's order situation. The supplier must examine the change request immediately and inform us of its effect on the contractual structure immediately in writing or in text form. This notification obligation shall include a statement as to whether the desired changes are technically and/or logistically possible and appropriate at all, as well as a statement on the effects of the change requests on the contractual structure agreed up to that point, such as the concept, deadlines, dates, acceptance modalities and remuneration in the form of an offer. We shall then immediately decide on the implementation of the changes vis-à-vis the supplier.

2. With the positive decision and the agreement on the changes to the contractual conditions, the change to the order becomes part of the contract.

3. In the event of technical changes that are economically insignificant for the supplier, the supplier may not demand a change to the contractual conditions.

§ 11 Acceptance

1. All of the Supplier's services for which acceptance is possible are subject to *formal* acceptance (*förmliche Abnahme*). If the inspection of the Supplier's services requires commissioning of a system or machine, acceptance shall only take place after successful completion of the agreed functional tests. If no functional test has been agreed for delivered machines, we are authorised to carry out a 14-calendar-day functional test before acceptance. Otherwise, the test period for us shall be 12 calendar days after receipt of the notice of completion, unless expressly agreed otherwise. In this respect, the supplier waives the defence of delayed notification of defects.

2. If the supplier has to provide a service that requires acceptance by us, the supplier is obliged to notify us in writing or in text form of its request for acceptance at least 14 calendar days before the acceptance date to be agreed.

3. If defects are detected during the acceptance test, a partial acceptance of defect-free services is possible after consultation with us and at our discretion, without the supplier having a legal claim to this. However, this partial acceptance shall not be deemed final acceptance.

4. Acceptance requires an acceptance protocol in written or text form, which is signed by the parties. Fictitious

acceptances are expressly excluded if we do not use the work result commercially as intended for more than 30 calendar days outside of test purposes.

5. If the delivery item to be supplied by the supplier is operated in our plant with our material, we shall provide, free of charge, a quantity of our material intended for the operation of the delivery item agreed with the supplier in the offer phase for acceptance.

§ 12 <u>Inspection for defects, warranty (breach of duty due to poor performance in the case of material defects), liability for defects, limitation period for claims due to material defects and defects of title, substitute performance</u>

1. a. The Supplier warrants and guarantees within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG) that, unless expressly agreed otherwise with us, all delivery items (i) in the case of purchase contracts, fully comply with the statutory requirements of the Civil Code of the Federal Republic of Germany and, within the scope of the respective contractual relationship concluded, in particular (ii) all deliveries/services fully comply with the agreed specifications, in the case of technical items, the current state of the art at the time of the conclusion of the contract, as well as always the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional organisations of the Federal Republic of Germany and the European Union, in particular, where relevant, the Machinery Directive of the European Union and the use communicated by us prior to the conclusion of the contract or the use recognisable to the supplier. (iii) are fully suitable for the intended use communicated by us to the Supplier prior to conclusion of the contract or recognisable to the Supplier and (iv) have such characteristics as are usually inherent in delivery items or services of the type ordered.

   b. The supplier also warrants and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), guarantees the unrestricted environmental compatibility of the delivered products and the packaging materials.

   c. The supplier undertakes to comply with all relevant statutory regulations and directives relating to the delivery item and/or the contractual services. If compliance with technical regulations and standards such as CE, CSA, or UL and EAC specifications has been agreed for the products or their components, the supplier shall provide us with proof of this *and make it available to us with the invoice as a prerequisite for the payment claim*. In addition to the supplier's contractual obligation, these specifications must be complied with by the supplier in particular so that customs regulations can be complied with.

   d. Compliance with all specifications/parameters agreed with us for the fulfilment of the contract in the order or in the production process shall be guaranteed by the supplier for the product to be delivered. This also applies to other technical agreements between the supplier and us. If deviations from these specifications/parameters are necessary in individual cases, the supplier must obtain our express consent. The supplier's warranty obligation shall not be affected by this consent.

2. We shall be entitled to the statutory claims for defects and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), the rights arising therefrom in the event of defective delivery and/or performance in full.

3. If a delivery lot of the supplier contains more than 2% defective goods, we are entitled to reject the entire delivery lot of the supplier as defective.

   If there are objective indications that the delivery item has a material defect or a defect of title, this shall be deemed a material defect or a defect of title in the delivery.

4. In any case of a material defect in the delivery item, we shall be entitled to demand that the supplier, at our discretion, rectify the defect or deliver a new item.

5. If the delivered products do not comply with the warranty assumed by the supplier or, within the scope of application of the CSIG, the assumed guarantee, the supplier shall be liable for all resulting damages, including consequential damages, to the extent permitted by law or, if the CSIG is applicable, to the extent of the CSIG without limitation. Any limitation of liability and any exclusion of liability on the part of the supplier is hereby rejected unless this has been expressly agreed with us.

6. In the event of a warranty claim (*breach of duty due to poor performance (Pflichtverletzung auf Grund von Schlechtleistung)*), the supplier is obliged to bear all expenses necessary for the purpose of remedying the defect or delivering a replacement. These also include sorting, removal and re-installation or repackaging costs with regard to the delivery item. The supplier shall also bear such costs that are incurred or increase due to the fact that the delivery item was taken to a location other than our branch to which it was delivered. *The place of rectification (Nachbesserungsort)* is the place where the delivery

item is located as intended at the time of the notification of defects.

7. We are entitled to check any deviations in the quality of the goods by taking representative random samples, provided that this corresponds to the circumstances of a proper business transaction and the type and scope of the delivery. These are then representative of the quality of the goods.

8. If the supplier defaults in remedying a defect, we shall be entitled to demand a contractual penalty for default in remedying a defect in the amount of 0.5 % of the net remuneration agreed for the defective delivery and/or service for each completed period of 7 calendar days of default, but no more than 5 % of the agreed total net remuneration, for the delivery or service that is the subject of the order without further proof of damage. However, the supplier has the option of proving to us that we have incurred no damage or significantly less damage (= at least 10 % less). Further statutory and contractual claims and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), the resulting rights on our part shall remain unaffected by this. The aforementioned contractual penalty shall be offset in full against any claim for damages. We may claim the contractual penalty within three months of becoming aware of the supplier's delay in remedying the defect, whereby the dispatch of our request for a contractual penalty shall be decisive for compliance with the deadline.

9. In the event of defects of title due to a culpable breach of duty by the supplier or its vicarious agents, the supplier shall indemnify us and our customers against all claims of third parties in this respect, including the usual, reasonable and proven costs of legal defence and our administrative costs. The principle of taking into account contributory negligence remains unaffected. Insofar as the supplier has manufactured its delivery or service in accordance with documents provided by us, such as manufacturing specifications, models or drawings, or on our express instructions, and could not have known that this would infringe third-party property rights, the above indemnification obligation shall not apply.

10. Claims on our part against the supplier due to material defects shall become time-barred 36 months after the transfer of risk (*Gefahrübergang*) in the case of purchase contracts and 36 months after acceptance in the case of contracts for work and labour, unless a longer warranty limitation period applies by law.

11. The limitation period (*Verjährungsfrist*) for defects of title is 5 years, calculated from the date of acceptance or, in the absence of acceptance, from the date of delivery of the contractually owed performance result.

12. If, with our consent, the supplier undertakes to check the existence of a defect or to remedy the defect, the limitation period shall be suspended until the supplier has notified us of the result of the inspection in writing or in text form, or declares to us that the defect has been completely remedied in the aforementioned form, or refuses to continue the remedy or the remedy itself in writing or text form to us.

13. Unless expressly agreed otherwise, our incoming goods inspection shall be limited to externally recognisable transport damage and to determining the quantity and identity of the ordered products on the basis of the delivery documents. We shall immediately notify the supplier of any recognisable defects identified in the process. We shall give notice of other non-obvious defects immediately after their discovery. There are no further obligations on our part to inspect and give notice of defects. Further statutory obligations to inspect incoming goods and to give notice of defects are waived.

14. Upon receipt of the notification of a defect, the supplier shall immediately carry out a fault analysis. If necessary, we shall support the supplier within the scope of our possibilities in finding the defect. For this purpose, the products complained about shall be made available to the supplier to the agreed extent. The supplier shall analyse any deviation of the rejected products from the requirements and specifications and carry out all necessary investigations without delay in order to identify the source of the defect. Subsequently, the supplier shall immediately communicate in writing or in text form the causes of the deviations and/or defects as well as the measures taken to remedy and prevent defects and their effects.

15. *Defects in the delivery item may be remedied by us in fulfilment of our duty to minimise damage without prior consultation with the supplier and the expenses charged to the supplier without affecting the supplier's warranty obligation if the cost of remedying the defect does not exceed EUR 1,000 net per individual case.*

§ 13 Force majeure

Force majeure (i.e. unforeseeable obstacles to performance that we cannot overcome even if we make reasonable efforts), labour disputes, operational disruptions through no fault of our own, unrest, epidemics, pandemics and other results that are unavoidable for us shall entitle us - without prejudice to our other rights - to withdraw from the contract in whole or in part, provided that they are not of

insignificant duration (i.e. do not last less than 2 weeks) and we notify the supplier of the obstacle immediately, unless we have assumed a guarantee liability. If the supplier is affected by one of the above events, it shall support us to the best of its ability in maintaining our supply by relocating the production of the goods to us or a third party, including licensing with sub-licensing rights for the industrial property rights necessary for production on reasonable terms.

The supply on our part by the supplier takes place against the background that a stable supply on our part is to be guaranteed even against the background of the current political bloc formation, armed conflicts, such as the Russia-Ukraine war, the impending conflicts between the People's Republic of China and Taiwan, and the trade dispute between the United States of America and the People's Republic of China as well as the European Union and the People's Republic of China and the United States of America and the resulting embargo and logistics problems. The aforementioned political developments, embargoes and logistics crises are therefore foreseeable for the supplier and do not constitute a case of force majeure in favour of the supplier.

§ 14 Liability insurance cover; quality assurance

1. The supplier undertakes to maintain a public liability insurance policy with a minimum sum insured of EUR 5,000,000.00 per personal injury/property damage and EUR 1,000,000.00 for financial losses - lump sum - for a period of up to 42 months after the last delivery and/or service to us from the time of the first conclusion of the contract with us; if we are entitled to further claims for damages, these shall remain unaffected. The supplier must provide us with proof of the aforementioned insurance and the premium payment for this upon first request. If the proof of insurance and premium payment is not provided to us upon our request within 7 calendar days, we shall be entitled to withdraw from unfulfilled contracts in whole or in part (with regard to the part not yet fulfilled).

2. The supplier shall carry out quality assurance of a suitable type and scope in accordance with the current state of the art at the time of conclusion of the contract and provide us with evidence of this upon request. He shall conclude a corresponding quality assurance agreement with us insofar as we deem this necessary.

§ 15 Rights of use, inventions

1. Insofar as the deliveries or services, manufacturing processes, specifications, drawings, individual EDP programmes, photo and film material as well as layouts for print media or other such documents and/or data are created by the supplier for us, we shall receive an exclusive, transferable right of use in all types of use, unlimited in terms of time, location and content, which is fully compensated with the agreed price.

2. Insofar as the deliveries or services are protected by the Supplier's copyrights, the Supplier shall grant us the irrevocable, transferable right, unlimited in terms of time, place and content, to use the delivery or service in all known and unknown types of use free of charge, in particular to reproduce, distribute, exhibit, modify and process it.

3. Insofar as copyrights, intellectual property rights (*geistiges Eigentum*) and/or other rights to performance results as well as other written, machine-readable and other work results arise in the course of the deliveries or services to be performed by the supplier for us, we shall be entitled to these exclusively and without restriction as part of the performance and shall be fully compensated with the agreed price. The supplier is obliged to inform us immediately in text form of the existence of such circumstances and to coordinate further action with us.

4. The supplier is further obliged to utilise the inventions of its employees and, if applicable, subcontractors at its own expense, indemnifying us so that it can freely transfer the rights to these inventions to us.

5. If we apply for a property right for the invention, we shall bear the costs incurred for the application and maintenance of the property right.

6. If we decide against an application for intellectual property rights for the inventions/work results that are the subject of the order within 6 months of complete fulfilment of the contract by the supplier at the supplier's request in writing or text form, or if we are no longer interested in an existing intellectual property right, the supplier may pursue the application or maintenance of the intellectual property right at its own expense. In this case, however, we shall retain a free, non-exclusive and transferable right of use.

7. If the utilisation of the deliveries or services by us requires the use of intellectual property rights of the supplier which already existed with the supplier prior to the provision of the delivery or service, we shall receive from the supplier a non-exclusive and transferable right of use to these intellectual property rights, which is fully compensated with the agreed price.

§ 16 Spare parts and readiness for delivery

1. The supplier warrants that it will ensure the supply of spare parts for a period corresponding to the normal technical service life of the delivery item, but at least 10 years after delivery of the last delivery of the relevant delivery item to us, unless a different availability of spare parts has been expressly agreed with us. During this period, the supplier undertakes to deliver these parts to us at normal commercial and legal conditions.

2. If the supplier intends to discontinue the delivery of spare parts for the contractual delivery item after expiry of the above-mentioned period, we must be given the opportunity to place a final order with a lead time of at least 90 calendar days, which must be able to correspond at least to the last average order quantities for the product concerned of the last three years. The same shall apply in the event of discontinuation before expiry of the deadline, whereby we shall not lose our claims for damages as a result of the repeat order.

§ 17 Provision, co-ownership, retention of title (*Eigentumsvorbehalt*)

1. Raw materials, tools, materials, parts, containers and packaging provided by us may only be used by the supplier as intended for the fulfilment of the order placed by us. When passing on to sub-suppliers, the supplier shall also ensure this on the part of the sub-suppliers as a contract in our favour and provide us with proof of this without being asked.

2. Tools and recipes provided by us shall remain our property.

3. If we provide parts to the supplier, we reserve title to these (**reserved goods** (*Vorbehaltsware*)). Processing or remodelling by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the gross value of our item (purchase price plus VAT) to the other processed items at the time of processing.

4. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the gross value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us in the aforementioned ratio; the supplier shall keep the sole ownership or co-ownership for us.

5. The supplier is obliged to insure the raw materials and tools belonging to us and made available to him at replacement value against fire, water damage and theft at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment.

6. The supplier shall also be obliged to carry out any necessary maintenance and inspection work on our tools made available to him as well as all maintenance and repair work at his own expense in good time and to provide us with evidence that such work has been carried out. He shall notify us immediately in writing of any malfunctions of the machines and/or tools provided; if he culpably fails to do so, we shall be entitled to claim damages in the event of damage.

7. Insofar as the security rights to which we are entitled under Section17 Paragraph 1 to 6 exceed the purchase price of all our reserved goods not yet paid for by more than 10 %, we shall be obliged to release the security rights at our discretion at the supplier's request.

§ 18 Property rights of third parties

1. The supplier warrants and, within the scope of application of the CSIG, guarantees that no rights of third parties within the Federal Republic of Germany and the European Union and the country of delivery or use of the delivery item and/or service notified to him by us with the order or in advance are infringed in connection with his delivery and/or service. Liability is excluded outside the guarantee liability given under the CSIG if the supplier proves that it neither knew nor could have known of the existence or future emergence of such rights at the time of delivery of the delivery item or provision of the service.

2. If claims are asserted against us by a third party due to an infringement of such rights in accordance with Section 18 Paragraph 1 (outside the scope of application of the CSIG) by the supplier, the supplier is obliged to indemnify us against these claims upon first written request; we are not authorised to make any agreements with the third party - without the consent of the supplier - in particular to conclude a settlement with the holder of the rights. The principle of taking into account contributory negligence shall remain unaffected.

3. The supplier's obligation to indemnify pursuant to Section 18 Paragraph 2 relates to all necessary, reasonable and proven expenses necessarily incurred by us from or in connection with the claim by a third party.

4. The limitation period for liability arising from the infringement of intellectual property rights shall commence as soon as the claim has arisen and we have

become aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. The limitation period for such claims on our part is 5 years.

§ 19 Documents and confidentiality

1. All business or technical or product-related information, calculation data, manufacturing instructions, recipes, performance and/or production and other internal company information and data of any kind made accessible to the supplier by us, including other development or manufacturing features manifested in writing, as samples, properties or as data, which may be taken from any objects handed over to the supplier by us or our vicarious agents, documents or data, and other knowledge or experience and data of our own or our customers communicated to the supplier, shall remain confidential as long as and insofar as they are not demonstrably publicly known or there is a legal or official obligation to disclose them, The supplier shall keep confidential vis-à-vis third parties any other knowledge or experience and data on our part or on the part of our customers communicated to the supplier, as long as and insofar as they are not demonstrably public knowledge or a statutory or official disclosure obligation exists, and may only be made available in the supplier's own company to those persons who must necessarily be involved for their use for the purpose of the delivery or service to us and who are also obliged in writing to maintain confidentiality; these shall remain our exclusive property. This shall apply irrespective of whether or not they constitute business secrets within the meaning of a protective law. The provisions of statutory protective regulations for trade secrets (*Regelungen gsetzlicher Schutzregelungen für Gecshäftsgeheimnisse*) shall remain unaffected and, insofar as they are of a mandatory nature, shall take precedence over the provisions of Section 19.

2. Such information and/or data may not be reproduced or used commercially without our prior express consent - except for deliveries/services to us. The above confidentiality agreement shall also apply after termination of the supply or service relationship until its lawful disclosure, but for no longer than 5 years after termination of the contract (excluding the warranty limitation period) between us and the supplier in relation to the contract in connection with which the relevant information was disclosed or handed over to the supplier. The above confidentiality obligation shall not apply if the supplier can prove to us by written documents that it has developed the transmitted information itself in a lawful manner prior to disclosure, or that it was already aware of it (of which the supplier shall notify us in writing or in text form immediately after transmission of the information - at the latest within 14 calendar days thereafter), otherwise it can no longer invoke this exception, or this has become public knowledge by written declaration on our part, or an official or statutory disclosure obligation exists.

3. At our request, all information and data originating from us (if produced, including copies or records made) and items provided on loan shall be returned to us immediately and in full or destroyed and the destruction confirmed in writing or in text form. If the information provided to the Supplier is embodied in data, this data must be completely deleted by overwriting at any time at our first request and the deletion must be confirmed in writing or in text form and without delay.

4. In the case of data transmitted by us to the supplier, we are also entitled to a declaration of discontinuance (*strafbewährte Unterlassungserklärung*) by the supplier to us, which contains a contractual penalty for each culpable case of infringement of the obligation to discontinue further use of the data transmitted by us or copies thereof, their return and/or deletion by the supplier, which can be determined by us at our reasonable discretion in relation to the supplier's remuneration from the contractual relationship concluded with us and the economic damage tendency of the supplier's breach of duty. This can be reviewed and reduced in court at the supplier's request. The supplier is not obliged to refrain from doing so if it is subject to an official or statutory obligation to disclose or utilise data.

5. We reserve all rights to such information and data (including copyrights and the right to register intellectual property rights such as patents, utility models, trademark protection, etc.). Insofar as these have been made available to us by third parties, this reservation of rights also applies in favour of these third parties.

6. No licences or warranties are associated with samples, models, information and/or data provided to the supplier.

7. Products which are manufactured according to documents designed by us, e.g. manufacturing specifications, drawings, samples or models and the like, or according to our confidential information or with our formulae not known to the public or our tools or copied tools, may neither be used by the supplier itself nor offered or supplied to third parties.

8. If a separate non-disclosure agreement has been concluded between us and the supplier, its provisions shall take precedence over the above provisions of this

Section 19 in the event of a contradiction or further-reaching provisions.

§ 20 Safety regulations, other requirements for deliveries and services, supplier code

1. The supplier shall comply with the safety regulations applicable to its deliveries in the Federal Republic of Germany and the European Union and the country of delivery or use notified to it prior to conclusion of the contract and the technical data corresponding to the current state of the art at the time of conclusion of the contract or the technical data agreed in addition thereto in its delivery/service to us.

2. The supplier undertakes to use only materials that comply with the relevant applicable statutory safety requirements and regulations within the European Union, in particular for toxic and hazardous substances and - where applicable - the REACH Regulation (*Regulation* (EC) 1907/2006) of the EU. The same applies to protective provisions in favour of the environment and regulations in connection with electricity and electromagnetic fields. The above obligation includes all relevant regulations that apply to the Federal Republic of Germany and the European Union and the country of use notified to the supplier prior to conclusion of the contract with regard to the contractual delivery and/or service and - if deviating from these - also the regulations of the customer countries notified to the supplier prior to or with the order. The supplier shall provide us with evidence of compliance with these regulations at our first request and co-operate in providing corresponding evidence to the respective competent authorities.

3. The Supplier warrants that its deliveries comply with the provisions of Regulation EC No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). The substances contained in the supplier's products are pre-registered, if required by the provisions of the REACH Regulation, or registered after expiry of the transitional periods, unless the substance is exempt from registration. The supplier shall provide safety data sheets in accordance with the REACH Regulation or the information required in accordance with Article 32 of the REACH Regulation. Upon request, the supplier shall also provide us with the information pursuant to Art. 33 of the REACH Regulation.

4. If the supplier's products (outside the scope of application of the CSIG culpable) do not fulfil the requirements set out in Section 20 Paragraph 1 to 2, we shall be entitled to withdraw from the contract. Any further claims for damages and reimbursement of expenses on our part shall remain unaffected.

5. We must be notified in writing or text form of any intended changes to the object of delivery and service. They require our prior written consent.

6. We would like to point out that all external persons who enter our company or our company premises are also subject to the rules of conduct set out in our company regulations. In the event of violations of these regulations, we reserve the right to expel them from the company premises. When working on our premises on our behalf, the supplier shall, in order to prevent accidents at work, take all facilities, instructions and measures that comply with the provisions of the relevant accident prevention regulations and the other generally recognised safety and occupational health rules. The work guidelines of our employers' liability insurance association must be observed when working on our company premises.

7. The supplier must instruct its employees and subcontractors to comply with the necessary safety rules for contractors and monitor their compliance appropriately. Before commencing work, the supplier must confirm that it has taken note of the "Safety rules for contractors" by handing over the signed "Confirmation of acknowledgement" (last page) to us.

§ 21 Quality and documentation

1. The costs of the declarations of conformity, certificates of origin and other certification documents (e.g. ISO 9001, ISO 13485, CE, CSA or UL specifications and IFS, FSSC 22000) shall be borne by the supplier in the absence of other express agreements. The declarations of conformity must be submitted to us immediately with each delivery in German and English.

2. Irrespective of this, the supplier must maintain the quality of the delivery item and constantly check it until delivery within the framework of a quality assurance system to be maintained by him in accordance with the current state of the art at the time of conclusion of the contract. The supplier must notify us immediately in writing or in text form of any errors in our specifications that are recognisable to him and foreseeable complications in the manufacture, delivery or performance of the service as a result, otherwise he must bear the resulting economic burdens alone and compensate us for the resulting damages.
   This must be ensured and documented by the supplier by means of suitable testing and measuring procedures. We are entitled to demand the disclosure of the results of this inspection in writing or text form at any time and without additional costs.

3. The scope of delivery shall include the product-specific and/or technical documentation, the certificates of conformity (at our discretion in German and/or English) as well as other documents and certificates and operating instructions, product labels, warning notices and other user information required for the ordered item or its use at our discretion in German and/or English, as well as the labelling of the parts and the product and/or its packaging required by law within the EU and the country of destination for the delivery item notified to the supplier prior to conclusion of the contract. In this context, we refer to our Quality Requirements for Suppliers as defined in QM-SP-5.1 in its latest valid version, available at www.ro-ra.com.

4. The supplier also guarantees that exact traceability of the delivery items is ensured via batch or serial numbers.

§ 22 Software

1. If the delivery item contains software created for us, we shall receive the source code commented in a manner comprehensible to an average programmer and the right to use the software at companies affiliated with us pursuant to Section 15 of the German Stock Corporation Act (AktG) or otherwise under company law, to reproduce it at will, to modify it and to transfer it together with the delivery item to third parties worldwide free of charge or against payment without any special additional remuneration.

2. For the purpose of maintenance and further development, we are authorised to re-translate the aforementioned software. If the supplier develops customised software for us, we shall be entitled to the source code for unrestricted use and exploitation at our discretion.

3. *Payment for software shall not be due until a formal acceptance procedure has been carried out with a written declaration of acceptance on our part.*

4. In the case of the delivery of software, subsequent fulfilment by means of a new programme version or a permanent workaround solution for a defect is only permissible with our prior express consent. If we have given our consent, the supplier shall be obliged to instruct our employees in the new programme version free of charge at its own expense.

5. If the software to be provided to us by the supplier contains open source software or third-party software, the supplier must name this software to us in writing or in text form and provide us with the applicable licence conditions.

6. If the supplier provides us with software without providing us with the source code, we shall be entitled to conclude a customary escrow agreement to secure the availability of the source code in the event of the supplier's insolvency or liquidation in our favour so that we can use it for our business operations and our customers.

§ 23 Auditing

1. We - and as a genuine contract in favour of third parties within the meaning of § 328 BGB also our customers (**authorised auditors**) - are entitled, but not obliged, to carry out an audit of the supplier ourselves or have it carried out by an expert and/or consultant of our choice, also with regard to our own certification. This includes an inspection of the supplier's operations, delivery quality and delivery reliability and quality assurance system and a subsequent assessment. The supplier guarantees within the scope of his legal possibilities that his sub-suppliers grant us and our customers the same auditing rights. The knowledge gained from this will be used by us as the basis for further contract awards and for the internal categorisation of the company (*rating*).

2. We and the authorised auditors named in Section 23 Paragraph 1 shall be entitled to carry out notified inspections of the Supplier's ongoing business operations and to monitor quality assurance measures during normal business hours and with prior notice.

3. Provided we can demonstrate a legitimate legal interest, we have the right to inspect the supplier's relevant documents. Such a legitimate interest exists in particular if knowledge could be gained that would allow us to assess the necessity and handling of a recall or a product warning.

4. Within the scope of our exercise of rights in accordance with the above Section 23 Paragraph 1 to 3, the supplier is not obliged to disclose business secrets within the meaning of § 2 GeschGehG (see Section 9 Paragraph 3), unless the authorised auditor exercising the audit right has offered him the conclusion of a non-disclosure agreement regarding the aforementioned business secrets within the meaning of § 2 GeschGehG in writing or in text form from us or the third party commissioned by us and such an agreement has been concluded. The supplier shall conclude such a non-disclosure agreement without delay.

§ 24 Minimum Wage Act *(Mindestlohngesetz)*

1. The supplier undertakes to fully comply with the requirements of the Minimum Wage Act (MiLoG - *Mindestlohngesetz*) for its employees and also

guarantees compliance with the provisions of the MiLoG for any subcontractors it uses.

2. If the supplier culpably breaches an obligation under the above Section 24 Paragraph 1, it shall be obliged to indemnify us against any third-party claims in this respect. Furthermore, in this case we are entitled to withdraw from all contracts with the supplier with regard to the part not yet fulfilled. Claims of the supplier due to the cancellation are excluded.

3. The supplier undertakes to provide us with evidence of compliance with the provisions of the MiLoG regarding its employees or the employees of any subcontractors used by means of corresponding wage payment records immediately upon first request. If the supplier is in default for more than 30 calendar days, the second sentence of Section 24 Paragraph 2 above shall apply accordingly.

§ 25 Shipping documents, customs, export control, import control

1. *The country of origin of a product must be documented by the supplier based in the EU by means of a valid (long-term) supplier's declaration (in accordance with the latest version) by the supplier not based in the EU by means of proof of preference or a certificate of origin, which must be provided to us. Necessary information for the (long-term) supplier's declaration are our article numbers, the exact country of origin and the customs tariff number. Upon delivery, the supplier shall inform us in writing or text form, after appropriate prior verification by the supplier, whether the delivery item is subject to a relevant sanction for the supplier, us or the customer named by us to the supplier and shall provide us with the relevant ECCN number and HS code.*

2. A change in the country of origin of the goods for the respective delivery item must be communicated to us immediately and unsolicited in writing or in text form.

3. If it is not possible to issue a (long-term) supplier's declaration, a certificate of origin for the delivery item must be enclosed with the delivery without being requested to do so and free of charge.

4. The supplier shall indemnify us against all costs and claims of third parties that arise as a result of culpably incorrect, incomplete or erroneous original documents or statements on his part. § 254 BGB (contributory negligence (*Mitverschulden*)) remains unaffected. In this respect, the supplier shall also bear the reasonable, customary and proven legal defence costs (up to EUR 350/hour net).

5. With the first delivery, the supplier must provide us with a valid supplier's declaration (in accordance with the latest version) as well as all product information relevant for the (inter-) national movement of goods. If the supplier delivers goods to us that are subject to export control, the supplier undertakes to provide us immediately with all other documents and information necessary for applying for an export licence. This obligation to provide information shall continue to apply to the supplier even after the end of the business relationship.

6. The supplier declares that he himself is an authorised economic operator (AEO) or that he has established at least equivalent security standards in his company in accordance with Art. 14 k of Regulation (EC) No. 1875/2006.

7. The supplier shall comply with all import control regulations and laws relevant to him and us. In particular, the supplier is prohibited from using materials from materials sanctioned by the Federal Republic of Germany, the European Union (EU) or other relevant countries and shall refrain from doing so.

§ 26 Sustainability and occupational health and safety; other compliance obligations of the supplier

The supplier undertakes to comply with all provisions of the Supplier Code Of Conduct of the MinebeaMitsumi Group, which also includes RO-RA Aviation Systems GmbH, available at: https://www.minebeamitsumi.eu/fileadmin/minebeamitsumi.net/Dokumente/202411_Supplier_Code_of_Conduct.pdf.

§ 27 Reporting of misconduct

We have set up a web-based whistleblower system at https://www.minebeamitsumi.eu/hinweisgebersystem , which can be used by both internal and external whistleblowers. Unless there is already a corresponding legal obligation, we recommend that suppliers set up a similar system in which violations relating to the above-mentioned topics in Section 26 can be reported both openly and anonymously.

In addition, the supplier undertakes to inform its own employees and direct suppliers in writing or in text form of the possibility of reporting via the aforementioned whistleblower system.

§ 28 Use of platforms

At our request, the Supplier shall use commercially available software platforms (such as EcoVadis or

Integritynext or similar) specified by us for order processing, order fulfilment or communication at its own expense.

§ 29 Advertising reference, severability clause. Place of jurisdiction/arbitration court; choice of law, data storage

1. The business relationship existing with us may only be referred to for advertising purposes or as a reference to third parties with our express consent.

2. Should any provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons of the law of general terms and conditions pursuant to §§ 305 to 310 BGB, the statutory provisions shall apply.
   If the invalidity of a provision of this contract is based exclusively on another reason, the following shall apply:
   The invalidity or unenforceability of one or more provisions of this agreement shall not affect the validity of the remaining provisions of this agreement. The same applies in the event that the agreement does not contain a necessary provision. In such a case, the parties shall replace the invalid or unenforceable provision or loophole with a legally permissible and enforceable provision that comes as close as possible to the economic sense and purpose of the invalid, unenforceable or missing provision in the minds of the parties. The legal concept of § 139 BGB does not apply - also in the sense of a burden of proof rule.

3. The law of the Federal Republic of Germany shall apply exclusively. If the requirements of Art. 1, 3 CISG are met, the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply.

4. The contractual, procedural and court language is German, insofar as the court proceedings take place in the Federal Republic of Germany.

5. The place of fulfilment is the agreed place of delivery/service, in the absence of such an agreement our registered office.

6. The place of jurisdiction is the registered office of our company. If the Supplier's registered office is located outside the Federal Republic of Germany but within the European Union, the exclusive place of jurisdiction shall also be our company's registered office. However, we are also entitled, at our discretion, to sue the Supplier at its registered office or at the place of performance.

   If the supplier's registered office is located outside the European Union, the following applies:

   All disputes of any kind between the parties arising from the contract concluded or in connection with its performance, including those concerning the validity of the contract and this arbitration clause, shall be finally settled, without recourse to the ordinary courts of law, by three arbitrators in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) in force at the time the request for arbitration is received by the DIS, including the rules for expedited arbitration proceedings. The language of arbitration shall be English. An arbitration award may be declared enforceable by the competent state court upon application. There is no right of appeal against the award of the arbitration tribunal. The award shall also contain a decision on the costs of the proceedings, including the remuneration of the arbitrators. The place and location of the arbitration shall be Frankfurt am Main, Federal Republic of Germany. For the avoidance of doubt, the parties agree that the state courts shall remain competent for interim relief measures. In this respect, the parties agree that Frankfurt a.M., Germany shall be the exclusive place of jurisdiction.
   The above arbitration procedure shall not apply if *we choose to take legal action against the supplier before the competent ordinary court. We must notify the supplier in writing or in text form of the exercise of the right of choice before initiating the legal dispute.*

7. We store data from the contractual relationship in accordance with § 26 of the German Federal Data Protection Act and the EU General Data Protection Regulation for the purpose of data processing.

Schörfling am Attersee, in October 2025