

# General Purchasing Conditions

## I. General

- These General Purchasing Conditions apply strictly and exclusively to all present and future business relations between OAS AG (OAS) and the Supplier. The current version of the Purchasing Conditions published on the OAS website at the time of conclusion of the contract shall be authoritative.
- Terms and conditions of our suppliers or of third parties shall not be applicable even if we do not separately oppose their validity in an individual case. Even if we make reference to a letter which includes the terms and conditions of the Supplier or a third party or which refers to such terms and conditions, this does not present a consent to the validity of such terms and conditions. The validity of the statutory provisions shall remain unaffected insofar as these are not amended or expressly excluded in the contract with the Supplier or in these Purchasing Conditions.

## II. Placing of Order

- Orders on our part shall only be binding if made in writing. Orders placed orally or by phone require a written confirmation. Orders shall only be placed by employees who are authorised representatives of OAS. Except for orders placed by persons authorised according to the articles of incorporation of OAS or by registration in the Commercial Register, orders shall only be accepted by the Supplier if the authorisation of the respective employee is known to the Supplier. Unless our purchase offers include an express period of validity, we are bound by our offers for five business days as from the offer date. Receipt of the notice of acceptance shall be decisive for acceptance in due time.
- The Supplier shall confirm placed orders immediately in writing. Our purchase order numbers, the part number, the quantity to be supplied and the delivery address are to be indicated in all order confirmations.
- As long as the Supplier has not yet fully performed its service, OAS is entitled, even after conclusion of the contract, to demand changes to the service within the scope of what is reasonable, in particular with regard to design, execution, quantity or delivery time. We will reimburse the evidenced and reasonable extra costs incurred due to the change. Should such changes result in delay in delivery which cannot be avoided by the Supplier's reasonable efforts in the course of normal production and business, the delivery date agreed originally will be postponed correspondingly. The Supplier shall notify us in writing of the carefully estimated extra costs and delay in delivery to be expected in due time before the delivery date after receipt of our notice according to Clause 1.
- Unless expressly agreed otherwise in writing, the Supplier's cost estimates are free of charge and shall not be remunerated by OAS.

## III. Scope of Performance

- The Supplier performs its services/deliveries according to the state of the art. The Supplier must comply with applicable laws, regulations, and other relevant standards, directives of the EU as well as obligations imposed by authorities and judicial decisions. In particular, the Supplier must comply with the Employer's Liability Insurance regulations and regulations for accident prevention (BGV A-D) as well as recognised safety and occupational health regulations. Machines and technical equipment are to be delivered with operating instructions and a European declaration of conformity and to be provided with the CE marking if required. Moreover, the conditions of the German Product Safety Act are to be complied with.
- Services/deliveries performed by the Supplier without being ordered to do so or arbitrary deviations from the ordered services/deliveries will not be compensated. At the request of OAS, the Supplier has to eliminate them within a reasonable period; otherwise OAS is authorised to arrange for elimination at the Supplier's expense. Services/deliveries not listed in the written orders of the Supplier (increases) have to be quoted before delivery or performance and require an additional order by OAS before performance. Services/deliveries listed in the orders of OAS which are not performed have to be agreed with OAS and reduce the order value correspondingly.
- If a lump sum is agreed as remuneration, this lump sum cannot be modified at all. If, however, the performed service/delivery deviates from the agreed in a way that an adherence to the lump sum is not reasonable, a compensation taking into account the reduced costs is to be granted at the request of OAS after completion of the service/delivery. The compensation is to be calculated on the basis of the principles of price calculation.
- The Supplier shall ensure the supply of spare and wear parts for at least 10 years from delivery.

## IV. Cancellation

- If a work performance in terms of §§ 631 et seq. BGB (German Civil Code) is subject matter of the contract, we are entitled to the legal right of termination according to § 648 BGB until completion of the work performance. In this case, the Supplier has to immediately estimate and furnish proof of the expenses saved by the Supplier due to the termination.
- If the contract is a purchase contract within the meaning of BGB §§ 433 et seq., we are entitled to cancel the contract at any time by written declaration and stating the reason if we cannot use the ordered products in our course of business due to circumstances that occurred after conclusion of the contract. In this case, we will compensate the partial delivery already provided by the Supplier.

## V. Documentation

Storage, installation, and operating instructions in German and English are to be supplied free of charge as hardcopy and electronic version. This also applies to documents required for maintenance and repair of the supplied item. We are authorised to copy and process these instructions and documents and to disclose them to our customers.

## VI. Copyrights and Property Rights/Retention of Title

- We reserve the title or copyright to all drawings, figures, calculations, descriptions, and other documents made at the Supplier's disposal. Without our express consent the Supplier must neither disclose them to third parties nor use or copy them itself nor have them used or copied by third parties. At our request, the Supplier shall return these documents completely if they are no longer required in the course of ordinary business or if negotiations did not result in conclusion of a contract. In this case, copies made by the Supplier are to be destroyed except for the retention of records in the scope of

legal obligations of retention as well as storage of data for backup purposes in the scope of ordinary data backup.

- Tools, devices, and models made available to the Supplier or which have been manufactured for contractual purposes and are charged separately by the Supplier, remain our property or pass into our ownership. The Supplier has to identify them as our property, keep them in safe custody, protect them against any kind of damage, and use them exclusively for contractual purposes. Unless otherwise agreed, the contractual parties bear the costs for maintenance and repair in equal parts. If, however, these costs are due to defects of the objects manufactured by the Supplier or improper use by the Supplier, its employees, or other vicarious agents, the Supplier shall bear the costs exclusively. The Supplier undertakes to immediately notify us of any and not only minor damages to these objects. At our request, the Supplier is obliged to return the objects in proper condition if they are no longer needed for performance of contracts concluded with us.
- Retention of title by the Supplier shall only be applicable if it refers to our obligations to pay for the products to which the Supplier retains the title. In particular, extended or prolonged retention of title is inadmissible.
- Should the Supplier process or transform parts provided by OAS (reserved goods), this processing or transformation is performed for OAS. If the reserved goods of OAS are processed with goods not owned by OAS, the latter becomes co-owner of the new object in relation of the value of the reserved goods provided by OAS to the other processed goods at the time of processing. The above also applies if an object provided by OAS is mixed inseparably with other objects not owned by OAS. If after mixing the object of the Supplier is to be considered as main object, the Supplier undertakes to assign the co-ownership on a pro rata basis to OAS. In any case, the Supplier maintains the sole ownership and/or the co-ownership of OAS at its own expense.

## VII. Insurances

Throughout the period of the contract including the period of warranty, guarantee and liability, the Supplier shall maintain a liability insurance to the extent customary in the industry as well as a product liability insurance with an insured sum of at least EUR 2,000,000 and provide evidence thereof to OAS.

## VIII. Transport and Packaging

- Unless otherwise agreed, performance/delivery shall be effected by the Supplier as defined in the latest applicable INCOTERMS - CIP (free destination).
- The goods are to be packed so as to prevent transport damages. At the request of OAS, packing material is to be collected and taken back by the Supplier. The goods are to be insured to a reasonable extent against transport risks. Unless otherwise agreed, the Supplier bears the costs of packaging, collection, and transport insurance.
- If OAS has to bear the shipping costs due to a special agreement, the Supplier has to select the most favourable type of transport unless OAS expressly prescribed special transport conditions.
- In all shipping documents our purchase order numbers, the part number, supplied quantity, and delivery address are to be indicated.
- Costs resulting from miscarriage of deliveries are to be borne by the Supplier if the latter performs the transport or is responsible for miscarriage.

## IX. Passing of Risk and Delivery Time

- The delivery time (delivery date or delivery period) indicated by us in the purchase order or otherwise decisive according to the present General Purchasing Conditions shall be binding. If the day on which the delivery has to be performed at latest can be determined according to the calendar, the Supplier is in default as from the end of this day without any reminder on our part being required.
- In case of default in delivery we are entitled to the legal claims without any limitation, including the right of rescission and the claim for damages instead of performance after lapse of a reasonable grace period without any results.
- The Supplier is obliged to inform OAS immediately in writing if circumstances occur or become apparent to the Supplier which indicate that the agreed delivery date or the agreed delivery period cannot be met. In the event of a breach of this obligation, the Supplier may no longer invoke the circumstances in question at a later date. The Supplier may only invoke the absence of necessary documents to be provided by OAS if the Supplier has not received them within a reasonable period of time despite a written reminder. In addition, the Supplier shall compensate OAS — irrespective of whether the Supplier is responsible for the non-compliance with the delivery date or the performance period or not — for any damage resulting from a breach of the obligation resulting from Sentence 1.
- In case of delay in delivery and after prior written notification, we are entitled to claim from the Supplier a contractual penalty amounting to 1% of the respective order value for each week or part thereof of delay, maximum 5% in total.
- The Supplier is not entitled to make partial or premature deliveries or services without our prior written consent. If the delivery or service is provided prematurely, i.e. before the agreed delivery date or service date, or only partially, OAS is entitled to refuse acceptance without thereby being in default of acceptance or service.
- In case of delivery of goods, the risk passes to OAS only after hand-over of the goods to OAS and/or in case of a work performance, the risk passes to OAS only after acceptance of the work performance by OAS.

## X. Invoicing

- The prices indicated in the purchase order shall be deemed fixed prices including any discounts plus applicable VAT.
- Invoices are to be sent to OAS separately according to orders after delivery or performance has taken place. Our purchase order numbers, the part number, the quantity to be supplied and the delivery address are to be indicated in all invoices.

## OAS AG

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- All invoicing documents (part lists, work sheets, dimensions, etc.) are to be enclosed. The requirements of § 14 UStG (German Turnover Tax Law) shall be taken into account in any invoice. Original invoices must not be enclosed with the goods delivered.

- Issue of an invoice which does not sufficiently meet the aforementioned principles does not substantiate maturity of payment or delay in payment by OAS.

## XI. Payments/Assignments

- OAS shall pay within a period of 14 working days less 3% cash discount or within a period of 30 days without deduction.
- The period of payment commences at the earliest after receipt and confirmation of the contractual performance and a proper invoice verifiable in accordance with Clause X. In case of acceptance of premature deliveries, the period shall commence on the agreed date of delivery at the earliest.
- OAS is entitled to the full set off and retention rights. OAS is authorised to transfer to third parties the claims resulting from the obligation without the Supplier's consent.
- Without OAS' prior written consent, the Supplier is not authorised to transfer rights from the obligation beyond the field of application of § 354a HGB (German Commercial Code) to third parties.

## XII. Warranty Claims

- In case of defects, we are entitled to the legal claims without any limits. The warranty period commences upon acceptance or handover.
- In case of commercial transactions, notification of defects regarding quality and quantity are given in due time if we notify the Supplier thereof within five working days as from receipt of the goods. Notification of hidden defects is given in due time if the Supplier is notified thereof within five working days as from detection of the defect. Should the inspection of performance require technical means (e.g. power, connections, peripheral equipment), the periods commence as soon as the technical means are available at the place of performance.
- The acceptance or approval of submitted samples or specimens shall not be deemed a waiver of any warranty claim.
- The Supplier warrants that in case of defective parts which are already defective when delivered or become defective during the warranty period the Supplier, at the discretion of OAS, delivers new parts free place of use or repairs the defective parts as well as installs and commissions them. In the event of replacement delivery and repair of defects, the warranty period for replaced and repaired parts shall begin anew. In case of resale of the delivered part, OAS' claim also extends to the expenses, in particular transport, shipping, labour, and material costs, required for the purpose of rework towards OAS' clients.
- If the Supplier does not eliminate the defects within a reasonable period, OAS is entitled to the statutory rights. Granting of a grace period is not required in case of resale of the delivered item to third parties. In urgent cases or in case of default of the Supplier, OAS may provide for replacement goods or eliminate the defects or have them eliminated at the expense and risk of the Supplier.
- As soon as the Supplier receives our written notice of defects, the limitation period regarding warranty claims is suspended until the Supplier refuses our claims or declares the defect to be eliminated or otherwise refuses to continue negotiations on our claims.
- In case of rescission (Rücktritt), OAS is entitled to continue to make use of the services of the Supplier free of charge until provision of suitable replacement. Costs relating to the rescission including costs of disassembly/elimination, transport and/or disposal shall be borne by the Supplier.
- Warranty claims of OAS become statute-barred according to the statutory provisions. In case of resale of the supplied item, the limitation period regarding warranty claims commences at the earliest two months after the date at which OAS satisfies its client's claims resulting from the defects of the supplied item.

## XIII. Product Liability

- The Supplier is responsible under the Product Liability Act irrespective of fault, for all bodily injuries or property damages asserted by third parties which can be attributed to a faulty product delivered by the Supplier and the Supplier undertakes to indemnify us against any liability resulting therefrom. If we have to perform a recall towards third parties due to a defective product delivered by the Supplier, the Supplier bears any costs relating to the recall. As an alternative, OAS may claim that the Supplier indemnifies OAS against third party claims as soon as the cause of claim can be found in the sphere of control and/or organisation of the Supplier and the Supplier itself is liable in external terms.
- The Supplier's liability for damages in case of a third party damage is excluded if OAS restricted liability towards its clients effectively.
- The Supplier is liable for damage prevention measures by OAS insofar as the Supplier is under a legal obligation to do so. The Supplier undertakes to mark its supplied items in a way that the products manufactured by it can be detected permanently.
- The Supplier performs quality assurance which is suitable regarding type and scope and according to state of the art and furnishes proof thereof at OAS' request.
- If claims are asserted according to the aforementioned provisions, OAS notifies the Supplier immediately of the reason and extent of the liability for damages and gives the Supplier the opportunity to examine and comment on the case. As far as possible, OAS and Supplier agree on the measures to be taken, in particular on settlement negotiations with third parties.

## XIV. Liability

The Supplier is liable towards us for all negligent violations of its duties according to legal provisions. This provision also applies to negligent violation of duties by its vicarious agents. In case of slight negligence, our own liability towards the Supplier is limited to the foreseeable, typical damage while expressly excluding consequential losses, such as lost profit. In case of grossly negligent/intentional violation of material contractual obligations as well as in case of bodily injuries, we are liable according to the legal provisions.

## XV. Rights of Use and Intellectual Property Rights

- The Supplier ensures that the products delivered by the Supplier do not violate any intellectual property rights of third parties in countries of the European Union or in other countries in which the Supplier manufactures products or has them manufactured. We are authorised to make unrestricted use of the contractual item including the underlying patents and other intellectual property rights also for resale. Our right of use also includes modifications of the contractual item and covers figures, drawings, calculations, analysis methods, recipes, and other works which are prepared and/or developed by the Supplier in the course of the preparation and/or performance of the contract. We are authorised to disclose these documents and information to third parties for the purpose of construction of replacement and spare parts.
- The Supplier undertakes to indemnify us against any claims asserted by third parties towards us due to the violation of intellectual property rights as mentioned in Sentence 1 and to reimburse all required expenses in connection with these claims. This claim is effective irrespective of a fault by the Supplier.
- Our further legal claims due to defects of title of the products delivered to us shall remain unaffected thereby.

## XVI. Confidentiality/Reference Use/Data Protection

- The Supplier undertakes to keep strictly confidential the terms of the order as well as any information and documents provided for this purpose (with the exception of information available or known to the public) for a period of two years after conclusion of the contract and to use them exclusively for the execution of the order. After preparation of enquiries or execution of purchase orders, the Supplier will return them immediately at our request.
- Without our prior written consent, the Supplier must not refer to the business relationship in advertising communication (e.g. brochures, website, mailings, trade fair appearances) and must not exhibit delivery items manufactured for us or use one of our company or product logos.
- The Supplier undertakes to comply with all legal provisions on data protection including the written commitment of the Supplier's employees. The Supplier is responsible for any violation through its employees or another person assigned by the Supplier.

## XVII. Non-Competition

The Supplier shall not do any parallel business with our clients by circumventing us. This provision shall be applicable for a period of two years after termination of the contractual relation and/or after termination of the current business relation.

## XVIII. Due Diligence in the Supply Chain

- The Supplier assures that it complies with the human rights and environmental requirements required by OAS and published on the OAS website, and that it addresses them appropriately along the supply chain.
- The supplier ensures the continuation of business activities with potential impact to services and deliveries to OAS under crisis conditions (including, but not limited to cyberattacks) in accordance with the current state of the art and appropriate to the risk.
- OAS is entitled to carry out control measures to verify the Supplier's compliance with the aforementioned paragraphs.

## XIV. Place of Jurisdiction/Applicable Law/Severability

- Place of performance for both parties and exclusive place of jurisdiction for all disputes resulting from the contractual relation shall be Bremen, Germany.
- The contracts concluded between us and the Supplier shall be governed by German law to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention) and any conflict of law and referral rules.
- Should a provision of these Purchasing Conditions be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The above provision also applies to a missing provision. In this case, the provision which conforms as closely as possible with the economic purpose shall be deemed agreed.

As of: August 2024

## OAS AG

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