

1. Scope, Form

- 1.1 These General Terms and Conditions of Purchase ("GTC") apply to all contracts between us, DURUM Verschleißschutz GmbH, Carl-Friedrich-Benz-Str. 7, 47877 Willich, Germany, and our suppliers, provided that the supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). These GTC apply irrespective of the subject matter of the contract and cover, in particular, the manufacture and delivery of movable goods ("Goods"), including metallic raw materials, auxiliary materials, and operating materials, recycled materials, powders, semi-finished products and components, technical plants, machines and tools, and packaging, and the provision of services and works ("Services"). These GTC apply only to contracts with suppliers having their seat outside the Federal Republic of Germany; for suppliers having their seat in the Federal Republic of Germany, our Allgemeine Einkaufsbedingungen apply exclusively.
- 1.2 These GTC apply in the version valid at the time of our order and last communicated to the supplier in text form. They apply as a framework agreement also to future contracts of the same kind, without our having to refer to them again in each individual case.
- 1.3 Individual agreements (for example framework supply agreements, quality assurance agreements) and statements in our order take precedence over these GTC.
- 1.4 Where, due to the nature of the supplier's performance or by corresponding agreement, the result of performance is subject to acceptance, acceptance takes the place of delivery in these GTC.
- 1.5 These GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the supplier become part of the contract only if, and to the extent that, we have expressly consented to their application in writing. This consent requirement applies in every case, for example even if the supplier refers to its general terms and conditions in its offer or order confirmation and we do not expressly object.
- 1.6 References to the applicability of statutory provisions have clarifying significance only. Even without such clarification, the statutory provisions therefore apply, unless they are directly modified or expressly excluded in these GTC.

2. Communication

- 2.1 Legally relevant declarations and notices by the supplier relating to the contract (for example the setting of deadlines, reminders, and rescission) must be made in writing (Section 126 BGB) and transmitted to us in advance by e-mail. Statutory form requirements and further evidence, in particular in the case of doubts about the legitimacy of the person making the declaration, remain unaffected.
- 2.2 Unless these GTC provide otherwise, the supplier's communications must be made by e-mail and must contain, where available, our associated order number, the order date, and the name or short designation of the person placing the order.
- 2.3 Unless these GTC provide otherwise, the supplier shall make any data, information, and documents available to us exclusively in digital form in PDF/A format. We may additionally require submission in paper form free of charge.

3. Conclusion of Contract

- 3.1 Our order becomes binding at the earliest upon its submission or confirmation in text or written form. Where

agreed, we may also order via electronic data interchange (EDI) or via digital platforms.

- 3.2 The supplier shall point out to us obvious errors (for example clerical and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before accepting the order. If the supplier fails to do so, we may correct or withdraw the order within 5 working days of becoming aware of the error or incompleteness.
- 3.3 The supplier shall confirm our order within 3 working days of its receipt or shall, in particular by dispatching the Goods or rendering the Services, perform it without reservation (acceptance). After this period expires without acceptance, we are no longer bound by our order.
- 3.4 The supplier shall expressly point out to us any deviating acceptance of our order. Deviations require our confirmation in text or written form.
- 3.5 Any unilateral right of the supplier to determine performance (Sections 315, 316 BGB) is excluded.
- 3.6 The supplier prepares all offers and cost estimates at its own expense.

4. Changes

- 4.1 We may demand changes to deliveries or Services and to orders where technical or regulatory requirements or requirements of our customers so require and this is reasonable for the supplier. In this case, prices and dates are adjusted appropriately; the parties shall settle the adjustment by mutual agreement. If no agreement is reached within 10 working days, we determine the adjustment at our reasonable discretion (Section 315 BGB); the supplier may have the determination reviewed by the courts.
- 4.2 Changes or additions by the supplier (for example deviations from specifications, material, place of manufacture, subcontracting to third parties) to the Goods or Services require, in every case, our prior written consent.

5. Delivery Time and Delay in Delivery

- 5.1 Unless otherwise agreed, the delivery time stated by us in the order is binding. The supplier shall notify us of any delivery delays without undue delay as soon as they become apparent.
- 5.2 If the supplier does not render its performance, or does not render it within the agreed delivery time, or is in default, our rights, in particular to rescission and damages, are determined by the statutory provisions. The provisions in section 5.3 remain unaffected.
- 5.3 If the supplier is in default, we may, in addition to further statutory claims, demand liquidated compensation for our default damage in the amount of 1% of the net price (or of the net remuneration for Services) per completed calendar week, but in total not more than 5% of the net price of the Goods delivered late (or of the net remuneration for Services). We may prove that higher damage has been incurred. The supplier may prove that we incurred no damage at all or only lesser damage.

6. Performance, Delivery, and Duties of Information and Cooperation

- 6.1 Unless otherwise agreed, delivery is made DPU (Carl-Friedrich-Benz-Str. 7, 47877 Willich, Germany) Incoterms® 2020.
- 6.2 Advance deliveries and performances, deliveries and performances after the agreed date or outside the times for acceptance of goods stated by us, and other deviations from the orders, such as partial deliveries and performances, are permitted only with our prior

written consent. In the case of agreed partial deliveries, the remaining quantity still to be delivered must be stated in the delivery note.

- 6.3 The supplier shall enclose a delivery note with each delivery. The delivery note must contain at least the following information: the date of issue and of dispatch, our order number and the date of our order, the content of the delivery (item number, our material number, item description, number or quantity of items, and batch and lot number), the delivery point, the shipping address, and, where applicable, the name of the recipient. All documents that we have provided to the supplier for manufacture must be enclosed with the delivery. If the delivery note is missing or incomplete, we are not responsible for the resulting delays in processing and payment.
- 6.4 Where we require initial sampling, the supplier shall provide us with initial samples together with an initial sample inspection report before commencing series delivery. The supplier shall not commence series delivery before our written release.
- 6.5 The supplier shall provide us, in good time before delivery of the Goods or before the commencement of the provision of Services, with all information required for a contractually compliant and safe use of the Goods or for the Services, in particular information on composition, shelf life, and labeling (for example safety data sheets, material data sheets, processing instructions, and occupational safety and other safety measures). The supplier shall notify us without undue delay of any changes or additions to this information.
- 6.6 Where the supplier uses sub-suppliers, it shall ensure that they state our order data and name us as recipient in correspondence and freight documents.
- 6.7 For piece counts, weights, and measurements, the values determined by us in the incoming goods inspection are decisive, subject to proof to the contrary.
- 6.8 The supplier shall maintain complete and detailed documentation recording each individual delivery, including our order number, our material number, the delivery date, and the item, batch, and lot number, and shall make it available to us on request without undue delay, electronically in a structured, common, and machine-readable format. To the extent necessary to trace defective or unsafe Goods, to defend against product liability or recall risks, or to comply with statutory obligations, the supplier shall on request further provide us with the information required for that purpose on the manufacture and treatment of the Goods concerned and on the substances processed and their origin; the supplier shall disclose the identity of its upstream suppliers only to the extent indispensable for that purpose, and we shall treat that information as confidential. The supplier shall ensure, by labeling the Goods or by other suitable measures, that it can be determined at any time without undue delay which further Goods may be affected by an identified defect, and shall on request provide us with the information on its labeling system required for that purpose. The supplier shall retain the documentation, the records of the quality controls under section 14.3, and the information required for the foregoing disclosures for at least 10 years from the respective delivery.
- 6.9 The supplier shall use exclusively environmentally friendly transport packaging that can be recycled as material. In the event of a breach for which the supplier is responsible, we may charge the supplier with the costs of disposing of transport packaging delivered in breach of the agreement. We are required to return packaging material only upon separate express agreement. To the extent that the supplier is subject to obligations under the German Packaging Law Implementation Act (Verpackungsrecht-Durchführungsgesetz, VerpackDG) or Regulation (EU) 2025/40 (Packaging and Packaging Waste Regulation) with respect to the packaging of the Goods, it shall fulfill those obligations, in particular registration with the Central Agency Packaging Register (Zentrale Stelle Verpackungsregister), participation in a scheme for packaging subject to scheme participation, and the requirements of the Regulation regarding the sustainability, labeling, and conformity of the packaging. On request, the supplier shall prove to us without undue delay its registration, its scheme participation, and its fulfillment of these obligations.
- 6.10 The supplier shall use exclusively transport vehicles that are roadworthy and operationally safe and that ensure safe and efficient unloading. If these conditions are not met, we may refuse acceptance of the delivery.
- 6.11 In the case of the delivery of hazardous substances, the supplier shall provide us with the corresponding safety data sheets in accordance with section 6.5 before the first delivery. Transport is carried out in accordance with the dangerous-goods regulations in force from time to time.
- 6.12 The supplier shall use exclusively original materials and components. The supplier shall not deliver counterfeits or unauthorized replicas. On request, the supplier shall prove the authenticity and origin of the materials used by suitable documents. If we suffer damage as a result of the delivery of non-original components, the supplier is liable, to the extent it is responsible for it, for all resulting damage and costs, including any recall costs. The contractually agreed delivery of recycled material remains unaffected.
- 6.13 The supplier shall comply with the applicable export restrictions and inform us, without undue delay after receipt of the order, of any authorization requirements for its Goods under the German, European (EU), and U.S. customs and foreign trade law in force from time to time, as well as under the customs and foreign trade law of the country of origin of its Goods. For this purpose, the supplier shall communicate the following information, where applicable:
 - 6.13.1 the list position within Annex I of the EU Dual-Use Regulation (EU) 2021/821, the export list number in accordance with Annex AL to the German Foreign Trade Ordinance (Außenwirtschaftsverordnung, AWW), or comparable list positions of the relevant export lists;
 - 6.13.2 the Export Control Classification Number (ECCN) in accordance with the U.S. Commerce Control List (CCL), where the Goods are subject to the U.S. Export Administration Regulations (EAR) and constitute a controlled item within the meaning of the EAR; where the Goods are subject to the EAR but not listed on the CCL, the supplier shall state the classification "EAR99";
 - 6.13.3 the statistical commodity code (HS/CN code);
 - 6.13.4 the country of origin (commercial / non-preferential origin);
 - 6.13.5 long-term supplier's declarations on preferential origin (for EU suppliers) or other proof of origin (for non-EU suppliers); and

- 6.13.6 all other information that we require for export and import and, in the case of resale, for re-export of the Goods.
- 6.14 The supplier shall inform us without undue delay of any changes to the foregoing information.
- 6.15 The risk of accidental loss and accidental deterioration of the item passes to us in accordance with the agreed delivery term (section 6.1). By way of derogation, if delivery with installation or service is agreed, the risk passes only after successful commissioning. If acceptance is provided for by law or agreed by contract, the risk passes upon our acceptance.
- 6.16 The supplier shall inform us without undue delay of a planned discontinuation of the production of its Goods. If the supplier discontinues the production of technical devices, plants, or components, it shall, from the time of discontinuation, keep original spare parts available for 10 years and offer them to us on customary market terms.
- 6.17 To the extent that the supplier delivers digital products within the meaning of Section 327 BGB or Goods with digital elements, it shall provide the updates that are required to maintain conformity with the contract, including security updates, and shall inform us of these updates. Unless otherwise agreed, this obligation continues for 5 years from delivery.
- 6.18 If the supplier determines that the quality of its Goods deteriorates or deviates from the agreed requirements, it shall inform us without undue delay in text form and notify us of corrective measures already taken or planned.
- 7. REACH Conformity and Documentation**
- 7.1 The supplier shall, with respect to the Goods delivered, including the packaging, comply with Regulation (EC) No 1907/2006 (REACH Regulation) and have all delivered Goods registered, itself or by upstream suppliers, where registration obligations exist under the REACH Regulation. On request, the supplier shall prove the registration to us without undue delay.
- 7.2 The supplier shall make available to us all information and documentation required under the REACH Regulation (in particular under Articles 31 et seq. of the REACH Regulation) within the periods provided for therein, or forward the information of its upstream supplier to us without undue delay.
- 7.3 In cases where we do not act as importer, suppliers established outside the EU shall appoint a natural or legal person established in the EU who, as their only representative, fulfills the obligations under the REACH Regulation for importers, and shall name that person to us.
- 8. Management Systems**
- 8.1 The supplier shall maintain a quality management system appropriate to the nature and scope of its deliveries and Services and shall furnish proof of it to us without undue delay on request. For series deliveries of Goods that we incorporate into our products, the supplier shall maintain certification in accordance with DIN EN ISO 9001 or an equivalent standard unless we waive this in text form; the supplier shall notify us in text form without undue delay of changes to, or the withdrawal of, a certification. We recommend that the supplier also maintain and continuously improve an environmental management system in accordance with DIN EN ISO 14001 or an equivalent standard.
- 8.2 We may verify compliance with the obligations set out in section 8.1 by requesting corresponding documents

and evidence and by audits in accordance with section 21.

9. Third-Party Intellectual Property Rights

- 9.1 The supplier shall indemnify us against all third-party claims resulting from the infringement of patents, copyrights, trade secrets, or other industrial property rights through the delivery of the supplier's Goods or Services. This does not apply to the extent that the supplier is not responsible for the infringement. The supplier shall further inform us without undue delay as soon as it becomes aware of infringements of property rights, or corresponding risks, in connection with its deliveries or Services.
- 9.2 The supplier shall not, without our prior written consent, acknowledge third-party claims or conclude agreements with third parties regarding such claims.
- 9.3 The supplier shall, at its own expense and within a reasonable period, obtain for us the right to continue using the Goods or Services or, to the extent reasonable for us, modify or replace the Goods or Services in such a way that the infringement of property rights no longer exists and the contractually agreed performance is fulfilled.
- 9.4 If the supplier is unable to remedy the infringement of property rights within a reasonable period, or if this is unreasonable for us, we may rescind the contract and demand damages in accordance with the statutory provisions.

10. Title and Copyright

- 10.1 We reserve title and copyright to all data, information, and documents that we make available to the supplier within the framework of the business relationship. The supplier may use these only for the respective purpose of the contract and shall not make them accessible to third parties without our prior written consent. The supplier shall return these to us on request, at the latest, however, after termination of the business relationship, or destroy them with our prior written consent.
- 10.2 The obligation under section 10.1 applies accordingly to substances and materials as well as to tools, templates, samples, and other items that we provide to the supplier for manufacture. Such items must, as long as they are not processed, be stored separately at the supplier's expense and insured to a reasonable extent against destruction and loss. They must be marked as our property and maintained in operational condition. The supplier bears the costs of routine maintenance and servicing; we bear the costs of replacements, unless the supplier is responsible for the need for replacement. On request, at the latest after termination of the contractual relationship, the items must be handed over to us without undue delay.
- 10.3 The processing of provided items by the supplier is carried out for us. The same applies to the further processing of the delivered Goods by us, so that we are deemed the manufacturer and acquire title to the product, at the latest upon further processing, in accordance with the statutory provisions.
- 10.4 Title to the Goods must be transferred to us unconditionally and without regard to payment of the price. If, however, in an individual case we accept an offer of the supplier to transfer title conditional upon payment of the price, the supplier's retention of title expires at the latest upon payment of the price for the delivered Goods. We may continue to resell the Goods in the ordinary course of business, even before payment of the price, with advance assignment of the resulting claim. Accordingly excluded are, in any event, all other forms of retention

of title, in particular the extended, the passed-on, and the processing-extended retention of title.

- 10.5 Goods manufactured by the supplier according to our specifications, design principles, or documents must be delivered only to us. This also applies to Goods manufactured with means of production that are our property or that have been financed by us in full. The supplier shall not deliver such Goods to third parties, including after completion of the contract.
- 10.6 Intangible assets developed by the supplier for us according to our specifications, or commissioned by us (for example formulations, alloy compositions, drawings, ideas, conceptions, and designs) ("**Work Results**"), pass into our unrestricted ownership to the extent legally transferable. In addition, the supplier grants us an irrevocable, exclusive right, unlimited in time, place, and content, to use, publish, distribute, reproduce, edit, and otherwise exploit the Work Results, including the right to further transfer to third parties.
- 10.7 The obligation of the supplier set out in section 10.6 is compensated by the price or remuneration paid in each case. Contrary declarations by the supplier, in particular on the documents handed over, are not binding on us.
- 10.8 If, due to a circumstance within the supplier's sole area of risk, the supplier is no longer able to perform in accordance with the contract, and if our supply is jeopardized without a transfer of know-how, the supplier shall make its know-how available to us without undue delay on customary market terms.

11. Deliveries to and Work at Our Site

- 11.1 Whenever present at our site (our buildings and grounds, including the access roads and delivery zones, at the address stated in section 6.1; the "**Site**"), in particular when delivering, unloading, or collecting and when carrying out installation, maintenance, service, or other work, the supplier shall follow the instructions of our personnel and of persons authorized by us regarding safety and procedures at our Site and comply with the safety and access rules notified by us, the applicable accident prevention regulations (Unfallverhütungsvorschriften), and the generally recognized rules on occupational safety and health protection. The supplier shall ensure that its vicarious agents, in particular the subcontractors (section 18.9) and carriers it uses, likewise meet the foregoing requirements.
- 11.2 For damage suffered by the supplier, or by the persons it uses, at our Site, we are liable without limitation in the case of intent and gross negligence and for damage arising from injury to life, body, or health. In the case of simple negligence, we are liable only for the breach of a material contractual obligation (an obligation the fulfillment of which is essential to the proper performance of the contract and on the observance of which the supplier regularly relies and may rely); in this case, our liability is limited to the foreseeable damage typical for the contract. In all other respects, liability is excluded; liability under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and under other mandatory statutory provisions remains unaffected.

12. Waste Disposal

To the extent that waste within the meaning of waste law arises from the supplier's deliveries or Services, the supplier shall recover or dispose of it, subject to a deviating written agreement, at its own expense in accordance with the provisions of waste law. Title, risk,

and the responsibility under waste law pass to the supplier at the time the waste arises, unless the parties have made a different arrangement.

13. Prices and Terms of Payment

- 13.1 The price stated in the respective order is binding (fixed price). The supplier bears all calculation, procurement, and production risks and the associated cost increases. Additional claims or price increases on the part of the supplier are excluded for the entire term of the contract.
- 13.2 Prices are inclusive of the applicable statutory value-added tax, unless it is shown separately. Unless otherwise agreed in the individual case, the agreed price includes all of the supplier's services as well as all ancillary costs (for example proper packaging, transport costs, and, where applicable, transport and liability insurance).
- 13.3 The supplier shall send its invoice(s) exclusively by e-mail to invoice@durum.de. Each invoice must contain the information in our order, in particular the order number and the material number, and must show the value-added tax. Each invoice must relate to the services from one order only. We are not responsible for delays resulting from non-compliance with these requirements.
- 13.4 Unless otherwise agreed, the following applies: The agreed price is due for payment within 30 days of complete delivery and performance (including any agreed acceptance) and of receipt of a proper invoice. If we pay within 14 calendar days of receipt of the proper invoice, the supplier grants us a cash discount of 3% on the net amount of the invoice. In the case of a bank transfer, payment is timely if our transfer order is received by our bank before expiry of the payment period. We do not owe any maturity interest.
- 13.5 Rights of set-off and retention as well as the defense of non-performance of the contract are available to us to the statutory extent. In particular, we may withhold payments due for as long as we still have claims against the supplier arising from incomplete or defective deliveries.
- 13.6 The supplier has a right of retention only on account of counterclaims that have been finally and bindingly established or are undisputed, or that are based on the same contractual relationship. This applies accordingly to a right of set-off of the supplier.
- 13.7 The supplier shall not assign its claims against us, or have them collected by third parties, without our prior written consent, which we shall not unreasonably withhold. Section 354a of the German Commercial Code (Handelsgesetzbuch, HGB) remains unaffected.
- 13.8 If advance payments are agreed and we require security in our order, the advance payments are due only once the supplier has provided us with a directly enforceable guarantee (selbstschuldnerische Bürgschaft) of a recognized German credit institution securing the advance payment.

14. Warranty

- 14.1 The Goods must be free from defects of quality within the meaning of Section 434 BGB at the passing of risk. In addition to the objective requirements set out in Section 434(3) BGB, the Goods and their components must:
- 14.1.1 correspond to the current state of the art;
 - 14.1.2 have customary market quality;
 - 14.1.3 comply with European and German chemicals-law provisions, in particular the REACH Regulation, Regulation (EC) No 1272/2008

(CLP Regulation), and the German Chemicals Act (Chemikaliengesetz, ChemG), to the extent these apply; the supplier shall ensure that all required registrations, authorizations, and notifications have been duly carried out;

- 14.1.4 comply with the environmental-law provisions applicable to the Goods in the country of production and in the European Union;
- 14.1.5 satisfy, in the course of their manufacture and delivery, the sustainability and environmental standards customary in the industry; and
- 14.1.6 comply with the product-safety requirements applicable at the time of delivery; where required by law, the Goods must bear the CE marking, and the supplier shall provide us with the corresponding declaration of conformity without being requested to do so.
- 14.2 By way of derogation from Section 442(1) sentence 2 BGB, we may assert claims for defects without restriction even where the defect remained unknown to us at the conclusion of the contract as a result of gross negligence.
- 14.3 The supplier shall carry out a comprehensive outgoing goods inspection before each delivery at its own expense and shall make available to us without undue delay and free of charge, on request, copies of the corresponding reports and of the material or analysis test certificates. The supplier shall carry out and document quality controls suitable in type and scope; section 6.8 applies to the retention of these documents.
- 14.4 In the event of a defect, the supplier shall, on our request, prepare a written defect analysis in the form specified by us, including a root-cause analysis and corrective and preventive measures (for example an 8D report), within the period set therein. The supplier bears the costs of the analysis.
- 14.5 The statutory provisions (Sections 377, 381 HGB) apply to the commercial obligation to examine and give notice of defects, with the following proviso: our obligation to examine and give notice is limited to defects that come to light openly in the course of the incoming goods inspection under external examination, including the delivery papers (for example transport damage, incorrect and short delivery), or that are recognizable in the quality control by way of random sampling. The obligation to give notice of defects discovered later remains unaffected. Our notice of defects is deemed to have been given without undue delay and in time if it is received by the supplier within 5 working days of the discovery of the defect or, in the case of obvious defects, of delivery.
- 14.6 Supplementary performance also includes the removal of the defective Goods and the reinstallation of defect-free Goods, where the Goods, in accordance with their type and intended use, have been installed in, or attached to, another item before the defect became apparent. The expenditure required and reasonable for the purpose of inspection and supplementary performance, in particular transport, travel, labor, and material costs, and where applicable removal and installation costs, is borne by the supplier if a defect actually exists. If it turns out that no defect existed, we shall reimburse the supplier for the necessary costs incurred as a result if we recognized, or failed to recognize as a result of gross negligence, that no defect existed.
- 14.7 If the supplier fails to comply with its obligation to render supplementary performance, at our choice by rectification or replacement delivery, within a reasonable period set by us, we may remedy the defect ourselves

and demand from the supplier reimbursement of the necessary expenditure, or a corresponding advance. If the supplementary performance has failed or is unreasonable for us (for example due to particular urgency or the imminent occurrence of disproportionate damage), no setting of a period is required; we shall inform the supplier of such circumstances without undue delay, if possible in advance, and give it the opportunity to render supplementary performance to the extent the circumstances permit.

- 14.8 In all other respects, in the case of a defect of quality or title, we may, in accordance with the statutory provisions, reduce the price or rescind the contract, and demand damages and reimbursement of expenditure.
- 14.9 If the supplier renders its obligation to supplementary performance by replacement delivery, the limitation period for claims for defects begins to run afresh after delivery for the Goods delivered as replacement. In the case of rectification, the limitation period begins to run afresh for the rectified defect, unless the supplier, at the time of the rectification, expressly and accurately reserved the right to carry out the rectification only as a gesture of goodwill, to avoid disputes, or in the interest of the continuation of the supply relationship.
- 14.10 The place of supplementary performance is our seat. Deviating from this, the location of the delivered Goods may, at our choice, be the place of supplementary performance.

15. Supplier Recourse

Our statutory claims for expenditure and recourse within a supply chain (Sections 445a, 445b BGB) are available to us without restriction in addition to the claims for defects. In particular, we may demand from the supplier precisely the type of supplementary performance (rectification or replacement delivery) that we owe to our customer in the individual case; in the case of Goods with digital elements or other digital content, this also applies to the provision of required updates. Our statutory claims for reimbursement of expenditure also exist where the defective Goods have been combined with another product or further processed by us or by our customer in accordance with their intended use; the supplier's right to render supplementary performance remains unaffected to the extent that it is still possible after the further processing. Our statutory right of choice (Section 439(1) BGB) is not thereby restricted.

16. Producer Liability

- 16.1 The supplier shall indemnify us against all third-party claims resulting from product defects, to the extent that the cause lies within its sphere of control and organization and it is itself liable in the external relationship.
- 16.2 To the extent of the indemnification obligation set out in section 16.1, the supplier shall also reimburse any expenditure and damage that we incur from a product defect or from a field measure carried out in connection with a product defect (in particular recall actions and warnings), to the extent that the measure is necessary and reasonable according to objective standards; Section 254 BGB remains unaffected. To the extent possible and reasonable, we shall inform the supplier of the content and scope of such field measures and give it the opportunity to comment within 5 working days.

17. Insurance

- 17.1 The supplier shall, at its own expense, take out and maintain the following insurance policies with reasonable coverage sums for the entire term of the contract:

- 17.1.1 commercial general liability insurance with a coverage sum of at least EUR 5 million per occurrence for personal injury and property damage, including reasonable coverage for financial loss;
- 17.1.2 product liability insurance, including series and development damage as well as recall costs, with a coverage sum of at least EUR 10 million per occurrence;
- 17.1.3 environmental liability insurance, where the supplier handles substances hazardous to water or otherwise hazardous to the environment or where such insurance is required by law for the supplier; and
- 17.1.4 cyber insurance with a coverage sum of at least EUR 2 million per occurrence, where the supplier accesses our IT systems within the framework of the performance of the contract or supplies digital products within the meaning of Section 327 BGB.
- 17.2 The supplier shall submit to us without undue delay, on request, current proof of the existence and the terms of the aforementioned insurance policies. The supplier shall notify us in text form without undue delay of changes, in particular the termination or restriction of the insurance cover.
- 18. Compliance, Supply Chain Due Diligence, and Code of Conduct**
- 18.1 The supplier shall act in accordance with the legal provisions applicable to it, in particular with the national and international statutory provisions and administrative decisions applicable from time to time on data protection, antitrust and competition law, anti-corruption, the prevention of money laundering and terrorist financing, foreign trade law, environmental protection, and labor law, including occupational safety. The provisions on foreign trade law include, in particular, all applicable economic and financial sanctions, import and export restrictions, trade embargoes, and boycotts, to the extent these do not violate EU law (Regulation (EC) No 2271/96, "EU Blocking Regulation"), German law (Section 7 AWW), or applicable comparable provisions.
- 18.2 The supplier shall respect the internationally recognized human rights and the human-rights-related and environment-related due diligence obligations as described by the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG), and shall work appropriately, within the bounds of what is possible and reasonable for it, toward their observance along its supply chain and their passing-on to its upstream suppliers.
- 18.3 The supplier shall answer the supplier self-disclosure prescribed by us, concerning supply-chain-related and compliance-related information, completely and correctly upon commencement of the business relationship and annually, and shall inform us without undue delay, for the duration of the business relationship, of any change to the information provided therein.
- 18.4 The supplier shall comply with the principles and expectations placed on business partners set out in our Code of Conduct. We provide the Code of Conduct to the supplier on request; it is also available at <https://durmat.com/en/company/code-of-conduct/>. The version valid at the conclusion of the contract is decisive. We may adjust the Code of Conduct with effect for the future, including for ongoing contracts, to the extent that the adjustment is occasioned by material changes in the law or by the results of our risk analyses and is reasonable for the supplier; we shall notify the supplier of adjustments in text form within a reasonable period before they take effect. In the event of a conflict between these GTC and the Code of Conduct, the provisions of these GTC apply.
- 18.5 To the extent that the supplier delivers Goods containing tin, tantalum, tungsten, or gold, or their ores (conflict minerals, 3TG), the following applies in addition: where the supplier is itself a Union importer within the meaning of Article 2(l) of Regulation (EU) 2017/821, it shall observe the due diligence obligations of that Regulation; in all other cases, it shall maintain its own due-diligence processes, appropriate to its position in the supply chain. On request, the supplier shall, within the bounds of what is possible and reasonable for it, name to us the smelters and refiners known to it in its supply chain, provide the origin information available to it, give information in a customary reporting format, and, for recycled material, provide evidence of its recycled character. Where there are indications of sourcing from conflict-affected sources, the supplier shall inform us without undue delay.
- 18.6 The supplier shall:
 - 18.6.1 conduct internal training of its employees and members of the corporate management regularly and at its own expense in order to fulfill its contractual and statutory compliance obligations; and
 - 18.6.2 inform us in good time, but at the latest 12 months in advance, of an intended (partial) relocation of its production site, without prejudice to the consent requirement under section 4.2, and make available to us the information required for an event-related risk analysis.
- 18.7 Where the supplier falls within the scope of the LkSG, it shall additionally inform us without undue delay where it has knowledge of the breach of a human-rights-related or environment-related obligation and of the remedial measures it has taken, notify us of complaints received by it under Section 8 LkSG and of their outcome, transmit its annual report under Section 10(2) LkSG, and inform us of official requests for improvement (Section 13(2) LkSG) and of fines (Section 24 LkSG).
- 18.8 Where the supplier has knowledge, or actual indications, of a possible breach of a human-rights-related or environment-related obligation in its own business area or at one of its upstream suppliers, it shall provide us with information without undue delay and cooperate, within the bounds of what is possible and reasonable for it, at its own expense in preventing, ending, or minimizing this breach.
- 18.9 The supplier shall comply with all applicable statutory and collective-bargaining provisions, in particular the German Minimum Wage Act (Mindestlohngesetz, MiLoG) and the German Posted Workers Act (Arbeitnehmer-Entsendegesetz, AEntG). The engagement of subcontractors (third parties entrusted by the supplier with the provision of Services or with material parts of the manufacture) requires our prior written consent. The supplier shall ensure that its subcontractors likewise fulfill the supplier's obligations toward us and maintain insurance in accordance with section 17 to an extent appropriate to the deliveries and Services they have taken over.
- 18.10 The supplier shall, by suitable contractual arrangements, work toward ensuring that its upstream suppliers and subcontractors also comply with the requirements set out in sections 18.1 to 18.9.

18.11 If the supplier violates obligations under this section 18, we may, after the unsuccessful expiry of a reasonable period for remediation, suspend the business relationship in whole or in part and, in the case of serious violations, terminate it for good cause. Further statutory and contractual rights, in particular to damages and under section 19, remain unaffected.

18.12 Notices of the supplier under this section 18 must be made by e-mail to compliance@durum.de.

19. Termination for Cause

19.1 We may terminate orders and framework agreements with the supplier without notice for cause. Cause exists in particular where

19.1.1 the supplier materially breaches its contractual obligations and does not remedy the breach within a reasonable grace period despite a written warning;

19.1.2 the supplier repeatedly breaches quality, delivery, or compliance requirements; or

19.1.3 an application to open insolvency proceedings over the supplier's assets is filed or granted, or the opening is refused for lack of assets.

19.2 In the event of an application to open insolvency proceedings, we may withhold our own performance and demand reasonable security. Upon an application and upon the opening of proceedings, the right of termination under section 19.1, third indent, arises only to the extent that the insolvency administrator, or the equivalent officeholder under the applicable insolvency law, refuses the performance of ongoing contracts (in Germany: Section 103 of the German Insolvency Code (Insolvenzordnung, InsO)); where the opening is refused for lack of assets, the right of termination exists without this restriction.

19.3 If a third party gains control of the supplier within the meaning of Section 290(2) HGB, we may terminate existing orders and framework agreements in writing with a period of 30 days, where the changed ownership makes the continuation of the cooperation unreasonable for us. The supplier shall notify us in text form of an impending change of control without undue delay, but at the latest 4 weeks before it takes effect.

20. Indemnification

The supplier shall indemnify us against all third-party claims resulting from a breach, for which the supplier is responsible, of its obligations under sections 6.13 and 6.14 (export control), section 7 (REACH conformity and documentation), section 11 (deliveries to and work at our Site), section 12 (waste disposal), or sections 18.1 to 18.10 (compliance). The supplier shall further inform us without undue delay as soon as it becomes aware of, or is threatened with, breaches of the aforementioned obligations.

21. Audits

21.1 In order to verify the supplier's compliance with its obligations, we may conduct audits at the supplier, regularly but at most once a year, and on an event-related basis (for example in one of the cases mentioned in section 18), on the supplier's business and production premises, or have them conducted by external auditors commissioned by us.

21.2 Audits are carried out subject to a reasonable period of notice, within customary business hours, and to the extent necessary. Where there are concrete indications of a violation of the obligations under section 18, an audit may also take place unannounced, likewise within

customary business hours. We shall protect the supplier's trade secrets and data protection and oblige the external auditors accordingly.

21.3 The supplier shall cooperate in audits, provide a qualified employee to accompany us, and grant us or our external auditors, for the purpose of the audit, access to its business and production premises as well as access to the necessary data, information, and documents. To the extent that there is no legal basis under Article 6 of the General Data Protection Regulation (GDPR), the supplier is required to disclose only aggregated or anonymized personal data.

21.4 We bear the costs of the audits. If an audit reveals a material violation by the supplier of its obligations for which the supplier is responsible, the supplier bears the necessary costs of that audit.

22. Confidentiality

22.1 The supplier shall keep secret all of our trade secrets within the meaning of Section 2 no. 1 of the German Trade Secrets Act (Gesetz zum Schutz von Geschäftsgeheimnissen, GeschGehG) that become known to it within the framework of the business relationship, and shall make them available only to persons who must necessarily be involved in the performance of the respective contract and only to the extent that such persons have previously likewise been placed under a corresponding obligation of confidentiality. Excepted from this obligation is confidential information that

22.1.1 was demonstrably already known to the supplier at the conclusion of the respective contract, or becomes known to it thereafter from a third party, without a confidentiality agreement, statutory provisions, or official orders being thereby breached;

22.1.2 is publicly known at the conclusion of the respective contract, or is made publicly known thereafter, unless this is based on a breach of this confidentiality provision; or

22.1.3 must be disclosed on the basis of statutory obligations or by order of a court or authority. To the extent permissible and possible, the supplier shall inform us in advance and give us the opportunity to take legal action against the disclosure.

22.2 The supplier shall not, without our prior written consent, refer to our business relationship or pass on our trade secrets to third parties.

22.3 The supplier shall not exploit or imitate our trade secrets economically in any way outside the agreed purpose, in particular by way of so-called reverse engineering, or have them exploited or imitated by third parties, and in particular shall not apply for industrial property rights based on these trade secrets.

22.4 The confidentiality obligation continues for the duration of the business relationship and for a period of 5 years after its termination, but at the longest until the respective information has become generally known without this being based on a breach of this confidentiality provision.

22.5 To the extent that a separate confidentiality agreement applies between us and the supplier, it takes precedence over the provisions of this section 22.

23. Data Protection

The supplier shall process personal data exclusively for the performance of the respective contract and in accordance with the applicable data protection provisions, in particular the GDPR. To the extent that the

supplier processes personal data on our behalf in the performance of the contract, the parties shall conclude a separate data processing agreement in accordance with Article 28 GDPR. The supplier shall ensure that its employees and the subcontractors it uses are placed under corresponding obligations.

24. Limitation

- 24.1 The mutual claims of the parties become time-barred in accordance with the statutory provisions, unless otherwise provided below.
- 24.2 By way of derogation from Section 438(1) no. 3 BGB, the general limitation period for claims for defects is 3 years from the passing of risk. Where acceptance has been agreed, the limitation period begins on acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem to surrender (Section 438(1) no. 1 BGB) remains unaffected.
- 24.3 The limitation periods of sales law, including the foregoing extension, apply to the statutory extent to all contractual claims for defects. To the extent that we also have non-contractual claims for damages on account of a defect, the ordinary statutory limitation (Sections 195 and 199 BGB) applies to these, unless the application of the limitation periods of sales law leads in the individual case to a longer limitation period.

25. Governing Law

These GTC and the contracts based on them are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

26. Dispute Resolution

- 26.1 All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.
- 26.2 The arbitral tribunal shall be comprised of a sole arbitrator where the amount in dispute at the commencement of the arbitration does not exceed EUR 100,000, and otherwise of three members.
- 26.3 The seat of the arbitration is Düsseldorf, Germany.
- 26.4 The language of the arbitration shall be English.
- 26.5 The rules of law applicable to the merits shall be the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 26.6 Where the amount in dispute at the commencement of the arbitration does not exceed EUR 100,000, the following applies: The Parties agree that the arbitration shall be conducted as Expedited Proceedings and that Annex 4 of the DIS Arbitration Rules shall apply.