

## General Terms and Conditions of Purchase of STOPA Anlagenbau GmbH

### 1. Contractual Basis

- 1.1. These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers (hereinafter "Contractor"). The GTCP apply only if the Contractor is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a special fund under public law.
- 1.2. STOPA places orders based on these General Terms and Conditions of Purchase. Other terms and conditions shall not form part of the contract, even if they are not expressly objected to. If STOPA accepts the delivery/service without expressly objecting, this shall in no case be construed as acceptance of the Contractor's terms of delivery.
- 1.3. No compensation shall be granted for visits or the preparation of offers, projects, drafts, or for trial deliveries.
- 1.4. If the contractor does not accept the order in writing within 5 business days of receipt, STOPA is entitled to cancel the order. If the contractor accepts the order with deviations, they must clearly indicate these. A contract is only concluded if STOPA has agreed to these deviations in writing. Unless STOPA expressly rejects the counteroffer within two weeks of receipt, its content is considered binding — provided it does not deviate significantly from the original order. Unless otherwise specified in the order, material deviations include, in particular, a change in the delivery date or delivery period by more than 5 business days, a deviation in the delivery quantity by more than 5 percent, or a price change. Orders become binding at the latest if the contractor does not object in writing within 5 business days of receipt.
- 1.5. Individual agreements made with the contractor on a case-by-case basis (including ancillary agreements, supplements, and amendments) shall in any case take precedence over these GTCP. A written contract or written confirmation from STOPA shall be decisive for the content of such agreements.
- 1.6. Orders, delivery calls, and any changes thereto may also be made electronically or via remote data transmission.
- 1.7. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply insofar as they are not directly amended or expressly excluded in these GTCP.
- 1.8. These GTCP apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 651 of the German Civil Code (BGB)). Unless otherwise agreed, the GTCP shall apply as a framework agreement — in the version valid at the time of the Buyer's order or, in any case, in the version most recently communicated to the Buyer in writing — also to similar future contracts, without our having to refer to them again in each individual case.

### 2. Prices, Terms of Payment, and Invoicing

- 2.1. Unless expressly agreed otherwise, the price includes all services and ancillary services provided by the Seller (e.g., installation, assembly) as well as all incidental costs incurred (e.g., proper packaging, transportation costs including any transportation and liability insurance, customs duties, and other public charges).
- 2.2. Work performed on a time-and-materials basis will only be compensated if STOPA has commissioned it in writing and confirmed timesheets are available.
- 2.3. Unless otherwise agreed, STOPA shall pay the purchase price net within 60 days of delivery of the goods and receipt of the invoice. For the payment owed by STOPA to be considered timely, receipt of the transfer order by STOPA's bank is sufficient.
- 2.4. Invoices must be submitted in a single copy exclusively electronically via email to [rechnungen@stopa.com](mailto:rechnungen@stopa.com), and the billing address listed in the order must be included. Sending invoices by mail is not permitted. Invoices must be verifiable based on the prices specified in the order. Invoices not submitted properly are not considered received by STOPA until they have been corrected.
- 2.5. The payment period begins on the date the invoice is received, but not before receipt of the defect-free goods, acceptance of the service, or, in the case of a contractually agreed delivery of documentation, upon its handover.
- 2.6. In the case of agreed advance payments, the contractor must provide adequate security in the form of a directly enforceable, open-ended guarantee, waiver of the right to raise the defense of prior claim, contestability, and set-off, at a bank accepted by STOPA.

### 3. Performance, Delivery, Transfer of Risk, Default of Acceptance

- 3.1. Deliveries and services are to be provided "Delivered at Place/Ex Works" (DAP Achern-Gamshurst, or for third countries DDP Achern-Gamshurst, in accordance with Incoterms 2020). The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver). The Contractor shall bear all costs and risks associated with loading and transport, as well as the costs of packaging. Unless delivery "free at destination" has been agreed and STOPA assumes responsibility for transporting the goods, the Contractor must make the goods available in a timely manner. In doing so, the time for loading and shipment to be coordinated with the carrier must be taken into account. The Contractor must pack, label, and ship the goods in accordance with the relevant regulations of the countries of origin, transit, and destination.
- 3.2. If, at STOPA's request, the Contractor arranges for the transport of shipments containing hazardous materials at STOPA's expense, the Contractor is obligated to provide the carrier designated by STOPA with all hazardous materials information required by law in a complete and accurate manner upon placing the transport order. Irrespective of this, the Contractor remains responsible for the legally compliant packaging, marking, labeling, and other dangerous goods-specific requirements with regard to the modes of transport used.
- 3.3. Depending on the contract, compliance with agreed delivery or service dates is determined by the receipt of defect-free goods at the receiving location designated by STOPA or the time of acceptance. At this point, the risk passes to STOPA.
- 3.4. If it becomes apparent to the Contractor that an agreed deadline cannot be met, the Contractor must immediately notify STOPA in writing, stating the reasons and the expected duration of the delay.
- 3.5. The failure to provide STOPA with necessary documents shall only constitute a reason for which the Contractor is not responsible if the Contractor has requested the documents in writing and has not received them within a reasonable period of time. The Contractor is obligated to minimize delays by taking appropriate measures.
- 3.6. Acceptance of a late delivery or service does not constitute a waiver of any claims for damages or other claims. If the Contractor delivers earlier than agreed, STOPA reserves the right to return the goods at the Contractor's expense. If STOPA waives the right to return the goods, the goods shall be stored at STOPA's premises until the delivery date at the Contractor's expense and risk. Payment will not be made until the agreed due date. STOPA will only accept ordered quantities and unit counts; over- or under-deliveries are only permitted by mutual agreement.
- 3.7. STOPA reserves the right to monitor and inspect the progress and proper execution of the work, as well as the materials used. The contractor must provide STOPA's representative with all necessary information. The inspections conducted do not release the contractor from its warranty and liability.
- 3.8. All order confirmations, delivery documents, and invoices, as well as measurement and test reports, must include our order numbers, the item numbers, the delivery quantity, and the delivery address. Delivery notes and invoices must also include the country of origin. Should one or more pieces of information be missing and this cause a delay in processing within the scope of our normal business operations, the payment terms specified in our order shall be extended by the duration of the delay. Any costs incurred due to the missing information shall be billed to the contractor.
- 3.9. All deliveries must comply with applicable EU regulations as well as the currently valid EN standards. In the absence of such standards, the relevant DIN and/or VDE standards, as well as other industry-standard norms and regulations, must be observed, unless otherwise expressly agreed in writing. In particular, the Contractor undertakes to comply with the requirements of EC Regulation No. 1907/2006 ("REACH Regulation") and EU Directive 2011/65/EU ("RoHS Directive") in their currently valid versions. This includes all obligations arising for the Contractor from these regulations. Furthermore, the Contractor must, without being asked and without delay, fulfill its duty to provide information pursuant to Article 33(1) of the REACH Regulation prior to each delivery if a component or the packaging contains a substance pursuant to Articles 57 through 59 of the REACH Regulation ("Substance of Very High Concern") in a concentration exceeding 0.1%. This information must be submitted to [data-sheet@stopa.com](mailto:data-sheet@stopa.com). The Contractor warrants that all delivered goods comply with the requirements of the RoHS Directive and shall confirm this RoHS compliance to STOPA in writing in each instance.
- 3.10. The Contractor undertakes to provide STOPA with current safety data sheets in German and English for hazardous substances in accordance with the CLP Regulation and the REACH Regulation. In addition, all necessary documents must be provided for the shipment of hazardous goods. Updates to the safety data sheets or other relevant documents following the conclusion of the contract must be submitted to STOPA without delay. All documents must be sent by email to [data-sheet@stopa.com](mailto:data-sheet@stopa.com), specifying the respective material number.

#### 4. Accident Prevention

In performing its deliveries and services, the Contractor must take the necessary measures to prevent accidents, keep construction sites safe for traffic, and in doing so, must in particular comply with the provisions of the Occupational Safety and Health Act, the Act on Technical Work Equipment and Consumer Products, the Equipment Safety Act, and the applicable accident prevention regulations, the regulations on hazardous substances, and, in all other respects, the generally accepted safety and occupational health rules.

#### 5. Contractual Penalty

- 5.1. In the event of a delay for which the Contractor is responsible, STOPA is entitled to claim a contractual penalty of 0.5% of the contract amount (net) per calendar week or portion thereof, up to a maximum of 5% in total.
- 5.2. STOPA is entitled to demand the contractual penalty in addition to performance. Furthermore, STOPA is entitled to claim further damages due to the Contractor's delay. In this case, the contractual penalty shall be offset against the damages for delay to be compensated by the Contractor. If STOPA accepts the delayed performance, STOPA must claim the contractual penalty no later than upon the final payment.
- 5.3. If the contractual deadlines are changed by mutual agreement, the aforementioned contractual penalty shall also apply to these newly set deadlines.
- 5.4. We are entitled to our statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 of the German Civil Code (BGB)) without restriction, in addition to claims for defects. In particular, we are entitled to demand from the seller exactly the type of subsequent performance (repair or replacement) that we owe our customer in the specific case. Our statutory right of choice (Section 439(1) of the German Civil Code (BGB)) is not restricted by this.

#### 6. Confidentiality and Retention of Title

- 6.1. STOPA reserves the ownership and copyright to illustrations, plans, drawings, calculations, instructions for execution, product descriptions, and other documents. Such documents are to be used exclusively for the contractual performance and must be returned to STOPA upon completion of the contract.
- 6.2. The contracting parties undertake to treat all knowledge of non-public commercial or technical details obtained through the business relationship as trade secrets.
- 6.3. Subcontractors, service providers involved in the performance of the contract, and employees must be bound to confidentiality accordingly.
- 6.4. The conclusion of the contract must be treated as confidential. All publications, e.g., in reference lists and promotional materials, that refer to business relationships with STOPA require prior written consent.
- 6.5. The confidentiality obligation shall remain in effect for a further five years after the contract has been fulfilled. However, it shall expire as soon as and to the extent that the manufacturing knowledge contained in the documents provided has become generally known.
- 6.6. The foregoing provisions apply to substances and materials (e.g., software, finished and semi-finished products), as well as to tools, templates, samples, and other items that STOPA provides to the contractor for manufacturing. Such items — as long as they are not processed — must be stored separately at the contractor's expense and insured to the customary extent against destruction and loss.
- 6.7. Any processing, mixing, or combining of items provided by STOPA carried out by the Contractor shall be performed on behalf of STOPA. If, upon processing, mixing, or combining with third-party items, the third party's ownership rights remain in effect, STOPA shall acquire co-ownership of the new item in proportion to the value of the item provided by STOPA relative to the other items.
- 6.8. The contractor's retention of title shall apply only to the extent that it relates to STOPA's payment obligation for the respective products to which the contractor expressly reserves title. In particular, extended or prolonged retention of title is not permitted.

#### 7. Defective Delivery, Subsequent Performance, and Statute of Limitations

- 7.1. Unless otherwise specified below, the statutory provisions shall apply to STOPA's rights in the event of material defects or defects of title in the goods (including incorrect or short deliveries as well as improper assembly, defective assembly, operating, or user instructions) and in the event of other breaches of duty by the contractor.
- 7.2. In accordance with statutory provisions, the Contractor is liable in particular for ensuring that the goods possess the agreed quality upon transfer of risk to STOPA. In any case, those product descriptions that — in particular through designation or reference in the order — are the subject matter of the respective contract or have been incorporated into the contract in the same

manner as these GTCP shall be deemed to constitute an agreement regarding quality. It makes no difference whether the product description originates from STOPA, the Contractor, or the manufacturer.

- 7.3. Notwithstanding Section 442(1) sentence 2 of the German Civil Code (BGB), STOPA shall be entitled to claims for defects without restriction even if the defect remained unknown at the time of contract conclusion due to gross negligence on the part of STOPA.
- 7.4. The statutory provisions (§§ 377, 381 HGB) apply to the commercial duty to inspect and give notice of defects, subject to the following condition: STOPA's duty to inspect is limited to defects that become apparent during the incoming goods inspection upon external examination, including the delivery documents (e.g., transport damage, incorrect or short delivery).  
If acceptance has been agreed upon, there is no obligation to inspect. In all other cases, it depends on the extent to which an inspection is reasonable in light of the circumstances of the individual case and in the ordinary course of business.  
STOPA's obligation to give notice of defects discovered later remains unaffected. In all cases, the notice of defects shall be deemed to have been given immediately and in a timely manner if it is received by the Contractor within 10 business days.
- 7.5. Defects reported during the warranty period, including the failure to achieve guaranteed data and the absence of warranted characteristics, must be remedied by the Contractor immediately and free of charge (subsequent performance). The Contractor shall bear all expenses incurred in connection with the rectification of defects, including those incurred by STOPA, in particular inspection costs, labor and material costs, removal and reinstallation costs, as well as transportation and other costs associated with the replacement of defective parts. The Contractor shall also bear any additional expenses incurred as a result of the delivery item having been moved to a location other than the place of performance. However, this shall not apply if this results in disproportionate costs.

The costs incurred by the Contractor for the purpose of inspection and subsequent performance shall be borne by the Contractor even if it turns out that no defect actually existed. Our liability for damages in the event of an unjustified request for rectification of defects remains unaffected; however, in this respect, we shall only be liable if we knew or, through gross negligence, failed to recognize that no defect existed.

- 7.6. If the Contractor fails to fulfill its obligation to remedy the defect—at STOPA's discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement) — within a reasonable period set by STOPA, STOPA may remedy the defect itself and demand reimbursement from the Contractor for the necessary expenses or a corresponding advance payment. If the contractor's subsequent performance has failed or is unreasonable for STOPA (e.g., due to particular urgency, a threat to operational safety, or the imminent occurrence of disproportionate damage), no deadline need be set; the contractor must be notified immediately, if possible in advance.
- 7.7. Furthermore, in the event of a material or legal defect, STOPA is entitled, in accordance with statutory provisions, to a reduction in the purchase price or to withdraw from the contract. In addition, STOPA is entitled to compensation for damages and expenses in accordance with statutory provisions.
- 7.8. Notwithstanding Section 438(1)(3) of the German Civil Code (BGB), the general statute of limitations for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed upon, the statute of limitations begins with acceptance. The 3-year statute of limitations applies accordingly to claims arising from defects of title, provided that the statutory limitation period for third-party claims for specific performance (§ 438 (1) No. 1 BGB) remains unaffected; Furthermore, claims arising from defects of title shall not become time-barred under any circumstances as long as the third party can still assert the right against STOPA—in particular, due to the absence of a statute of limitations.

#### 8. Manufacturer's Liability

- 8.1. If the contractor is responsible for product damage, it shall indemnify STOPA against third-party claims to the extent that the cause lies within its sphere of control and organization and it is itself liable in its external relations.
- 8.2. As part of its indemnification obligation, the Contractor shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including those resulting from recall campaigns conducted by STOPA. STOPA shall inform the Contractor — to the extent possible and reasonable — of the content and scope of recall measures and give the Contractor the opportunity to comment. Further legal claims remain unaffected.
- 8.3. The Contractor shall take out and maintain product liability and recall insurance with a lump-sum coverage of at least EUR 5 million per claim for personal injury or property damage, and shall maintain such insurance coverage for a period of ten years following the placing on the market by STOPA of the processed delivery items, even after the mutual contractual obligations have been fully fulfilled. The Contractor hereby assigns to STOPA the claims arising from the product liability insurance, together with all ancillary rights. STOPA hereby accepts this assignment. If an assignment is not

permitted under the insurance contract, the Contractor hereby irrevocably instructs the insurer to make any payments only to STOPA. Any further claims by STOPA remain unaffected by this.

#### **9. General Other Liability**

- 9.1. In all other respects, the Contractor shall be liable within the scope of statutory provisions for breaches of duty, as well as for property damage, personal injury, and financial loss caused to STOPA in the course of performing the contract.
- 9.2. To cover liability risks, the Contractor must take out adequate liability insurance and provide proof thereof upon request by STOPA.

#### **10. Environmental Protection, Sustainability, EUDR, and CBAM**

- 10.1. The Contractor undertakes to use environmentally friendly products, processes, and packaging in its deliveries and services, as well as in third-party supplies and ancillary services, to the extent economically and technically feasible, and to comply with applicable environmental protection regulations in all activities related to the performance of the contract.
- 10.2. The Contractor shall dispose of any waste generated during the performance of the contract in accordance with waste management regulations, at its own responsibility and expense.
- 10.3. The Contractor guarantees that all delivered products comply with the requirements of the EU Deforestation Regulation No. 2023/1115, as amended (EUDR). Proofs of origin and geolocation data must be provided upon request.
- 10.4. If a delivery involves the importation into the customs territory of the European Union of goods listed in Annex I of EU Regulation No. 2023/956, the Contractor is obligated to provide, without being asked, the information listed in Annex IV of EU Implementing Regulation No. 2023/1773, in particular regarding the total quantity, emission types, and price, without being asked, with each delivery. The submission must be made regularly, at least quarterly, in a timely manner, and in full. The data must be sent by the Contractor using the template provided by the European Commission ("CBAM communication template," available at Carbon Border Adjustment Mechanism - European Commission (europa.eu)) via email to data-sheet@stopa.com. The Contractor is responsible for the completeness and accuracy of the information submitted. If the Contractor fails to comply with these obligations, it shall be liable for all resulting damages and expenses, including any fines or penalties incurred by STOPA as a result of the breach of duty.

#### **11. Customs and Export Control**

- 11.1. The Contractor undertakes to comply with all applicable export and import control regulations of the Federal Republic of Germany, the European Union, the United States of America, as well as all other relevant regulations at the place of delivery and at the locations of STOPA and the Contractor.
- 11.2. Deliveries that are subject to licensing or to U.S. (re)export regulations must be classified and marked accordingly by the Contractor, including the export list item, European Dual-Use List number, or ECCN. In addition, the Harmonized System (HS) code and the country of origin must be specified.
- 11.3. In the event that a license is required, the Contractor must obtain the necessary licenses at its own expense and provide the Buyer with all relevant documentation.

#### **12. Code of Conduct**

The Contractor agrees to comply with our company-wide Code of Conduct, which sets forth binding standards for ethical conduct, social responsibility, and environmental awareness. The currently valid Code of Conduct is available on our company website and forms an integral part of the business relationship. We expect our business partners to also adhere to these principles and promote them within their supply chains.

#### **13. Data Protection**

- 13.1. For the purpose of initiating and executing contracts, STOPA processes the contact and interaction data of the contractor's contact persons. This is done on the basis of a legitimate interest to ensure transparency in the business relationship and to facilitate communication during contract execution.
- 13.2. If the contractual service involves multiple STOPA companies, the relevant information is also shared with them. This includes companies outside of Europe. Within the STOPA group of companies, an adequate level of data protection is ensured in accordance with Art. 44 et seq. of the GDPR.
- 13.3. For the initiation and execution of contracts as well as for subsequent deliveries, STOPA transmits the contact details of its own contacts to the contractor to ensure smooth communication. The contractor may use this data exclusively for the performance of the respective contractual relationship with STOPA.

#### **14. Cybersecurity**

Cybersecurity is a top priority for STOPA. The company takes comprehensive measures to ensure and permanently safeguard a high level of protection for information and data. Accordingly, STOPA expects its contractors to maintain an appropriate level of cybersecurity.

#### **15. Final Provisions, Governing Law, and Jurisdiction**

- 15.1. Should individual provisions of these General Terms and Conditions of Purchase be invalid, the validity of the remaining provisions shall remain unaffected.
- 15.2. The place of performance for all deliveries and services is the shipping address or place of use specified by STOPA.
- 15.3. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 15.4. The contract language is German. All correspondence and other documents must be drafted in German. If the contracting parties use another language in addition to German, the German text shall prevail.
- 15.5. For all current and future claims arising from the business relationship with merchants, including claims arising from bills of exchange and checks, the exclusive place of jurisdiction is the competent court at STOPA's location in 77855 Achern.

*In case of discrepancies, the German version shall prevail. The English version is for translation purposes only.*