

General Terms and Conditions of Purchase of SSI SCHÄFER

I. Scope

- These General Terms and Conditions of Purchase shall apply to all supplies and/or services purchased by SSI SCHÄFER GMBH & CO. KG and all affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) (hereinafter "SSI" or the "Customer").
- These Terms and Conditions of Purchase shall also apply to all future transactions with the contractor (hereinafter the "Supplier" or the "Contractor") without requiring their express incorporation in each individual case.
- Any general terms and conditions of the Contractor that conflict with or deviate from these Terms and Conditions of Purchase shall apply only with the Customer's express written consent, including where a delivery is accepted without reservation.
- Individual agreements with the Contractor (e.g. in the purchase order or framework agreement) shall take precedence over these Terms and Conditions of Purchase.
- The "Special Terms and Conditions of Purchase for Services" shall additionally apply to services. In the event of any conflict, those Special Terms and Conditions shall take precedence.

II. Request for Quotation, Conclusion and Amendment of Contract

- SSI and the Contractor conclude a contract when the Contractor accepts the Customer's purchase order without modification.
- SSI and the Contractor must issue and accept purchase orders in text form (preferably by email). SSI shall be bound by its purchase orders for 2 weeks. Timely acceptance requires receipt of the declaration of acceptance by SSI within this period. Late acceptance shall constitute a new offer and requires acceptance by SSI.
- The Contractor shall promptly review SSI's requests for quotation and purchase orders for obvious errors, ambiguities, incompleteness and specifications unsuitable for the intended use and shall notify SSI accordingly. Pre-contractual services (e.g. visits and preparation of quotations) shall be remunerated only if agreed in writing.
- If, within an existing business relationship, the Contractor changes any characteristics of goods or services, it shall expressly notify SSI before the contract is concluded.
- Contract amendments, including any waiver of the written-form or text-form requirement, must be made in text form. If changes to the scope of supply or services become necessary during performance of the purchase order, the Contractor shall notify SSI immediately in writing or text form. Changes to the scope of supply or services always require SSI's prior consent in writing or text form. The provisions of this Section II shall apply accordingly to changes requested by SSI.

III. Delivery, Transfer of Risk and Packaging

- Unless otherwise agreed, goods shall be delivered DDP (Incoterms 2020) to the destination specified by SSI in the purchase order. If no destination is specified and nothing else has been agreed, the Contractor shall obtain appropriate instructions from SSI SCHÄFER in good time before delivery. If the destination is outside Germany, the goods shall be delivered FCA destination (Incoterms 2020), subject to any agreement to the contrary. Any shipping terms in SSI's purchase order that deviate from Section V.1 shall always refer to Incoterms 2020.
- Unless otherwise agreed by the parties, the Contractor shall package the goods properly, securely for transport and at its own expense. The place of performance for the Contractor's delivery and performance obligations shall be the destination pursuant to Section V.1.
- The risk of damage to or accidental loss of the goods shall pass to SSI only upon handover of the goods at the destination pursuant to Section V.1, even where shipment has been agreed. Where acceptance is required by law or contract, risk shall pass to the Customer only upon acceptance of the performance by the Customer.

IV. Delivery Processing and Customs

- Direct deliveries to SSI customers shall be made neutrally and in SSI's name. Shipping documents shall be requested from SSI in good time. Invoices and dispatch notifications may be sent only to SSI.
- The Contractor must provide a delivery note with each delivery, specifying the items delivered and SSI's purchase order number. If this information is missing, the delivery shall be deemed completed only once it has been allocated by SSI.
- SSI may change the delivery time, delivery location and type of packaging by written notice given at least 10 working days before the agreed delivery date.
- Partial deliveries require SSI's prior written consent.
- The Contractor shall always deliver the goods customs-cleared, with all duties and taxes paid (DDP Incoterms 2020). The Contractor shall bear responsibility and costs for all declarations, information and official evidence required by the customs authorities.
- In addition, the Contractor shall inform SSI fully and in writing of all licensing requirements under German, European and US export and customs regulations and under the export and customs regulations of the country of origin of the goods and services.
- At SSI SCHÄFER's request, the Contractor shall issue a supplier's declaration concerning the preferential origin of the goods sold in accordance with Article 61 of Commission Implementing Regulation (EU) 2015/2447 and a certificate of origin concerning the non-preferential origin of the goods sold in accordance with Article 57 of Commission Implementing Regulation (EU) 2015/2447. At SSI SCHÄFER's request, the Contractor shall enable the customs authorities to verify such proof of origin, provide all information required for this purpose and obtain any necessary confirmations. If the Contractor is unable to issue a long-term supplier's declaration pursuant to Article 62 of Commission Implementing Regulation (EU) 2015/2447, it shall inform SSI SCHÄFER before handover of the goods sold. The Contractor shall be liable for damage arising from incorrect origin information or lack of verifiability

unless it proves that it was not at fault.

V. Delivery and Performance Dates, Delay, Contractual Penalty

- Agreed delivery dates are binding. Upon expiry of a delivery date, the Contractor shall be in default without any reminder being required.
- Timeliness shall be determined by receipt of the goods at the destination or, in the case of assembly or work services, by acceptance. Services shall be deemed performed only upon complete and contract-compliant handover of all related documents (e.g. documentation and test certificates).
- If a deadline is at risk of being missed, the Contractor shall immediately inform SSI in writing of the reasons and expected duration.
- If the Contractor is in default, SSI shall be entitled without restriction to all statutory claims, including the right to withdraw from the contract and the right to claim damages in lieu of performance after expiry without result of a reasonable grace period.
- In the event of delayed delivery, SSI may demand a contractual penalty of 0.5% for each commenced week of delay, up to a maximum of 5% of the order value. SSI reserves the right to prove that a higher loss has been incurred. The Contractor reserves the right to prove that no loss or a lower loss has been incurred. The contractual penalty shall be credited against any damages for delay payable by the Contractor.
- The Contractor may rely on the failure to receive documents or items to be provided by SSI only if it has requested them in writing, set a reasonable grace period and did not receive them within that period.
- Early deliveries and services are permitted only with the Customer's prior written consent. If delivery or performance is made early without prior consent, SSI reserves the right to return the goods to the Contractor at the Contractor's expense or to require the Contractor to collect them. If SSI accepts the goods, they shall be stored until the delivery date at the Contractor's cost and risk; payment shall not be made until the agreed due date.

VI. Prices, Terms of Payment and Invoicing

- Agreed prices are fixed prices and exclude subsequent claims. If the parties have not yet specified the prices when the purchase order is placed, the Contractor shall communicate them to SSI immediately. In such case, the purchase order shall become effective only upon subsequent price confirmation by SSI.
- Unless otherwise agreed, prices are DDP (Incoterms 2020), including packaging and shipping costs and excluding value added tax.
- The Contractor shall send invoices electronically to the email address specified by SSI in the purchase order. If no email address is specified, SSI shall provide it to the Contractor upon request.
- The Contractor's order confirmations, delivery documents and invoices must state SSI's purchase order number, item number, delivery quantity and delivery address. If information is missing and processing by SSI is delayed as a result, the agreed payment periods shall be extended by the duration of the delay.
- Contractors established in an EU Member State other than Germany must state their EU VAT identification number on the invoice.
- Payment shall be made after receipt of the goods or acceptance of the services and receipt of an invoice, within 14 days less a 3% cash discount, within 30 days less a 2% cash discount, or within 60 days without deduction. Payment shall be deemed timely if the transfer instruction is issued within the applicable period.
- Payment does not constitute confirmation that the delivery or service complies with the contract.

VII. Rights of Set-off and Retention, Assignment, Retention of Title

- SSI shall have rights of set-off and retention to the extent provided by law. The Contractor may set off its own claims only if its counterclaims have been finally adjudicated, are undisputed or have been acknowledged by SSI. The Contractor may exercise a right of retention only to the extent that its counterclaim arises from the same contractual relationship.
- The Contractor may not assign claims against SSI or have them collected by third parties unless SSI has given its prior written consent to the assignment or collection.

VIII. Notification of Defects, Liability for Defects, Limitation Period

- The Contractor warrants that the goods supplied comply with the state of the art, are free from material defects and defects in title and may lawfully be placed on the market at the destination. The Contractor shall independently obtain information on the legal requirements applicable at the place of performance.
- Following receipt of the goods, the incoming goods inspection shall be limited to a visual inspection of the transport packaging and a visual inspection of samples (e.g. to identify damage to transport packaging, incorrect deliveries or short deliveries).
- Incorrect deliveries and excess quantities may be rejected within the period for notification of defects, even after unconditional acceptance, or returned to the Contractor at the Contractor's expense.
- At the Customer's option, the Contractor shall remedy defects in the goods supplied by repair or replacement delivery (jointly, "Subsequent Performance"). The Customer shall be entitled without restriction to all statutory claims for defects. After expiry of a reasonable period or in cases of particular urgency, SSI may carry out the repair itself or through third parties and charge the Contractor for the costs incurred.
- In the event of a replacement delivery or rectification of defects, the limitation period shall recommence for the replaced or repaired parts.
- Notwithstanding Section 442 (1), sentence 2 of the German Civil Code (BGB), SSI shall also have claims for defects where it was grossly negligent in failing to identify the defect at the time of conclusion of the contract. SSI shall be liable for

General Terms and Conditions of Purchase of SSI SCHÄFER

unjustified notices of defect only in cases of intent or gross negligence.

7. The limitation period for claims for defects shall be 36 months from the transfer of risk unless longer statutory limitation periods apply.

IX. Indemnification, Recall, Insurance

1. The Contractor shall indemnify SSI against all personal injury and property damage attributable to a defective product supplied by the Contractor.
2. If a defective product requires a recall, the Contractor shall bear all associated costs.
3. The Contractor shall maintain, at its own expense, product liability insurance with coverage of at least EUR 2 million and shall provide evidence of the insurance upon request.

X. Documents, Materials Provided, Means of Production

1. SSI retains all ownership rights and copyrights in all documents provided by SSI (e.g. illustrations, drawings and calculations). The Contractor may use them solely to perform the Customer's purchase order and may disclose them to third parties only with SSI's written consent. Upon completion or termination of the contract, they shall be returned upon request or without request, and copies shall be destroyed, except where statutory retention obligations or customary data backups apply.
2. Materials and items provided by SSI (e.g. materials, tools and fixtures) shall remain SSI's property and may be used only to perform the purchase order. Products manufactured using the Customer's documents or tools may neither be used by the Contractor itself nor offered or supplied to third parties outside the contract.
3. Upon termination of the contract, the Contractor shall return them to SSI.

XI. Confidentiality

1. Confidential information received by the Contractor in connection with the contract shall be kept confidential for at least 5 years after termination of the contract and used solely for performance of the contract. This shall not apply to information that is or becomes publicly known, that was already known to the Contractor without a confidentiality obligation before disclosure by SSI, that the Contractor can prove it developed without using confidential information, or that it lawfully obtained elsewhere without a confidentiality obligation.
2. The Contractor shall keep the conclusion of the contract confidential. References to the business relationship in advertising materials require SSI's written consent.
3. The Contractor shall require its sub-suppliers to comply with the provisions of Section XI.

XII. Results, Rights, Software

1. The Contractor's work results shall become SSI's exclusive property as they are created. SSI shall have the exclusive rights of use. The Contractor shall communicate and make all results achieved available to SSI without delay.
2. The Contractor grants SSI an exclusive, perpetual, worldwide, sublicensable and royalty-free right to use all copyrights arising in connection with the services.
3. SSI shall have the exclusive right to use acquired software, except standard software. SSI shall be entitled to make modifications and/or interventions in the software itself or through third parties.
4. In the event of infringement of intellectual property rights or other rights, the provisions of Sections VIII.1 and VIII.2 shall apply accordingly in particular. If rights of third parties interfere with use, the Contractor shall, at its own expense, obtain a license or modify the delivery so that no intellectual property rights are infringed and the contractually agreed use remains possible.
5. The Contractor shall indemnify SSI against all third-party claims arising from infringements of intellectual property rights and shall defend such claims at its own expense. SSI shall not acknowledge any third-party claims and shall authorize the Contractor to resolve them in and out of court unless the Contractor proves that it was not at fault.

XIII. Use of Personnel and Subcontractors

1. The engagement of subcontractors requires the Customer's prior written consent. The Contractor shall require subcontractors to comply with all relevant contractual terms and shall be liable for their performance.
2. If the Contractor uses personnel who are not nationals of EU Member States to perform the contract, it shall submit the relevant work permits without request before performance begins.

XIV. Supply Chain Due Diligence and Sustainability

1. At its own expense, the Contractor shall operate a documented quality and environmental management system reflecting the current state of the art and shall participate in audits conducted by SSI or commissioned third parties. The Contractor is aware of and actively supports the Customer's environmental and energy policy. Energy efficiency shall be taken into account as a selection criterion.
2. The Contractor shall use environmentally friendly products and processes to the extent technically and economically feasible, including for supplies from sub-suppliers. A certificate of conformity/specification shall be issued upon request. The Contractor shall be liable for damage arising from insufficient environmental compatibility or improper disposal.
3. The Contractor warrants that all products supplied comply with the recognized state of the art (e.g. standards of a technical nature) and all applicable statutory, regulatory and normative requirements. This includes in particular the applicable provisions of the European Union and their national implementations in the version valid at the time of delivery.
4. The Contractor undertakes to comply with all applicable substance bans and restrictions. Any resulting notification obligations shall be fulfilled by providing information to GroupSocialResponsibility@ssi-schaefer.com. Where required,

substances contained in the products shall have been pre-registered or, after expiry of the transitional periods, registered, unless an exemption applies. Certificates, test reports and supporting documents shall be provided to SSI without request and free of charge. The Contractor shall notify SSI immediately, without request and in writing if supplied products contain restricted substances or substances on the Candidate List, particularly following additions or amendments to those lists. The substances concerned shall be identified by name and their respective mass fraction per product component shall be stated. Where an entry in a public database is required, the Contractor shall ensure that the entry does not permit conclusions to be drawn about the business relationship with SSI.

5. With each delivery, the Contractor shall provide information on the proportion and composition of packaging. Upon request, the Contractor shall take back the delivered packaging at its own expense. The Contractor shall reduce packaging material to a minimum and shall prefer renewable and/or recycled raw materials. Packaging should be designed for reuse and/or recycling.

6. The Contractor shall provide SSI SCHÄFER with all information required or helpful for compliance with statutory reporting obligations and public-law requirements for the protection of consumers, employees or the environment. This includes, in particular but without limitation, information on material composition, weight proportions, CO2 content/footprint, recycled content, substances contained, packaging, transport, storage, use and disposal. The Contractor shall ensure that this obligation is passed on within its supply chain and shall provide evidence upon request.

7. The Contractor shall take appropriate preventive measures to identify and prevent violations relating to human rights, labor, health and safety and environmental protection at an early stage, both within its own operations and at the sub-suppliers it uses. Upon request, it shall inform SSI of these measures in writing. SSI may audit the measures once per year following prior notice, itself or through third parties.

8. In the event of violations by the Contractor or its sub-suppliers relating to human rights, labor, health and safety or environmental protection, the Contractor shall immediately take appropriate remedial action, review its effectiveness and inform SSI accordingly. The Customer's right to terminate the contract for cause shall remain unaffected.

9. The Contractor warrants that its employees regularly participate in training relating to human rights, labor, health and safety and environmental protection.

XV. Compliance

1. The Contractor shall refrain from any actions that may result in administrative or criminal sanctions (e.g. corruption or antitrust violations) and shall establish appropriate preventive measures. Upon written request, the Contractor shall inform SSI of its preventive measures.
2. The Contractor shall inform SSI immediately of official investigations concerning corruption or competition-law violations.
3. If regulated minerals (conflict minerals) are required for the manufacture or functioning of the products supplied, the Contractor shall disclose their origin. The Contractor shall provide SSI SCHÄFER and, where applicable, commissioned service providers with complete documentation on the use and origin of the conflict minerals, without request and without delay.
4. The Contractor acknowledges SSI SCHÄFER's Code of Conduct for Business Partners and undertakes to comply with the principles set out therein. The Code is available online ([Compliance Guidelines | SSI SCHAEFER](#)).

XVI. Data Protection

1. SSI stores and processes Supplier data on its own servers to the extent necessary for performance of the contract.
2. SSI processes personal data only where this is necessary for the provision of services or permitted by law. Personal data shall be disclosed to third parties only where necessary for performance of the contract.
3. If the Contractor obtains access to personal data, it shall comply with statutory data-protection requirements and, upon request, inform SSI regarding such compliance. It shall require its employees in writing to maintain data secrecy. In the event of commissioned processing or joint processing, the parties shall conclude a separate agreement in accordance with the statutory requirements.
4. The Contractor acknowledges SSI's data protection notice (available at [Privacy | SSI SCHAEFER](#)).

XVII. Force Majeure

1. Except for payment obligations, neither party shall be in default and/or in breach of its obligations to the extent that performance is prevented by circumstances of Force Majeure. The parties shall grant the affected party any extension of time required as a result of an event of Force Majeure, including any related delays, and the project schedule shall be adjusted to the extent necessary to compensate for such delay. If, after conclusion of the contract, the COVID-19 crisis or another disease, epidemic or pandemic leads to new or intensified measures that create impediments, the parties agree that this shall also constitute Force Majeure.

2. For the purposes of this Section, "Force Majeure" means any event beyond the reasonable control of the affected party that prevents, hinders or delays a party's performance despite the affected party exercising reasonable care, and includes in particular:

- war, hostilities or similar conflict (whether or not war has been declared), invasion and civil war;
- rebellion, revolution, insurrection, mutiny, seizure of power, conspiracy, riot, civil unrest, threat of terrorism, acts of terrorism, governmental/official or international sanctions, trade embargoes or boycotts, or restrictions on the transport of persons, equipment, supplies or raw materials;
- confiscation, nationalization, mobilization or seizure by de jure or de facto governments, authorities or rulers, and other acts or omissions of local, federal or national authorities or governments;
- failure to issue or delayed issuance of required import or export permits,

General Terms and Conditions of Purchase of SSI SCHÄFER

approvals, licenses, visas or authorizations despite proper application;

- strikes, sabotage, cyber-attacks, lockouts, embargoes, import restrictions, port congestion, unavailability of public transport and communications, labor disputes, or shortages or restrictions in energy supplies;
- earthquakes, landslides, volcanic activity, fire, explosions, flooding or inundation, tidal waves, typhoons or cyclones, hurricanes, storms, lightning, drought or severe weather, nuclear and pressure waves, or other natural or other disasters at the construction site or along the transport route, or other natural events; and
- shortage/lack of labor, supplies, components, transport capacity, raw materials or operating resources (including at subcontractors or suppliers).

XVIII. Final Provisions

1. The invalidity of individual provisions shall not affect the validity of the remaining provisions. Invalid or missing provisions shall be replaced by provisions that approximate the intended economic purpose as closely as possible. The same shall apply in the event of a gap in the provisions.

2. These Terms and Conditions of Purchase and the contractual relationship between the parties shall be governed by the law applicable at the registered office of the ordering entity ("ordering entity" means the SSI SCHÄFER company that places the purchase order with the Contractor). The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of German private international law shall not apply.

3. The place of performance and exclusive venue for disputes arising out of or in connection with the contractual relationship shall be the registered office of the ordering entity. SSI reserves the right to bring proceedings at the Contractor's registered office.

4. In the event of any discrepancies or inconsistencies between the German and English versions of these Terms and Conditions of Purchase, the German version shall prevail. The English version is provided for information purposes only.