

General Terms and Conditions of Purchase of Julius Koch GmbH

§ 1 General information

- 1.1 These General Terms and Conditions of Purchase of Julius Koch GmbH (hereinafter "JK GmbH") apply exclusively to all inquiries, orders and contracts for deliveries and services between JK GmbH as the customer and the supplier, who is an entrepreneur in accordance with Section 14 of the German Civil Code (BGB). Any terms and conditions of the supplier or third parties that conflict with or deviate from these General Terms and Conditions of Purchase shall not be recognized unless JK GmbH expressly agrees to their validity in writing.
- 1.2 The General Terms and Conditions of Purchase also apply to all future offers, orders and contracts for deliveries and services between JK GmbH and the supplier, even if they are not separately agreed again.
- 1.3 No verbal collateral agreements have been made. Agreements that deviate from or supplement these General Terms and Conditions of Purchase must be recorded in writing.
- 1.4 Written individual agreements between JK GmbH and the supplier (e.g. details in JK GmbH orders) take precedence over these General Terms and Conditions of Purchase.

§ 2 Contract conclusion

- 2.1 Inquiries from JK GmbH are non-obligatory and non-binding.
- 2.2 The respective contract is concluded when JK GmbH places an order and the supplier accepts the order. Unless otherwise stipulated in the respective order, JK GmbH shall be bound by orders for 7 days after the date of the order. The decisive time for the timely acceptance of the order by the supplier is the receipt of the acceptance declaration by JK GmbH.
- 2.3 JK GmbH reserves all property rights and copyrights to documents, in particular drawings, models, samples, cost estimates or other documents that the supplier receives from JK GmbH by way of an inquiry or order. These documents and the information they contain must not be disclosed and may not be made accessible to third parties without the express written consent of JK GmbH. They must be returned to JK GmbH immediately - without keeping any copies - if a contract is not concluded.

- 2.4 The order placed by JK GmbH is decisive for the type and scope of the contractual performance obligations.

§ 3 Prices

- 3.1 Prices agreed between JK GmbH and the supplier in the ordering process in accordance with § 2.2 are binding. All prices are net plus statutory VAT and in euros, unless another currency has been agreed in writing. Should a change in the statutory value-added tax occur between conclusion of the contract and delivery to JK GmbH, the value-added tax valid on the day of delivery will be charged and any resulting difference will be charged or reimbursed to JK GmbH.
- 3.2 Unless JK GmbH and the supplier have agreed otherwise in the order, the prices are DDP according to Incoterms® 2020 with delivery to the location of JK GmbH specified in the respective order.

§ 4 Terms of payment

- 4.1 Unless otherwise agreed in the ordering process, claims of the supplier are only due for payment after complete delivery of the goods or services and inspection by JK GmbH and after receipt of a proper invoice.
- 4.2 If the conditions set out in § 4.1 are met, JK GmbH shall make payment within 14 days with a 3% discount or within 60 days without deduction. Payments by bank transfer are deemed to have been made on time if the transfer order is received by JK GmbH's bank before expiry of the payment deadline.
- 4.3 An invoice to be regarded as proper according to § 4.1 must in particular contain the following information:
- i) General information, i.e. date of issue of the invoice, invoice number, supplier data (company name and address, tax or VAT identification number, bank details, contact details in the form of e-mail and telephone number) and JK GmbH information (company name and address, as well as the VAT identification number for cross-border transactions within the EU);
 - ii) Delivery details, i.e. delivery date or performance period, delivery address (if different from the billing address), order reference and supplier reference;

- iii) Information on the delivery product and delivery price, i.e. item description, quality specifications, quantity unit, quantity, unit price and total price per position;
- iv) Information on price calculation and payment, i.e. net value of the delivery, VAT (if applicable), total amount (including taxes, if applicable), discounts or surcharges (if any), terms of payment and currency in which payment is to be made;
- v) Additional information, i.e. agreed delivery terms (Incoterms DDP, unless otherwise agreed in individual cases), transportation costs (if separately reportable), batch numbers or production batches (if required for traceability), certificates or standard proofs, customs tariff number (HS code), goods description and country of origin of the goods.

If one or more of these details are missing and payment processing by JK GmbH is delayed as a result, the payment deadlines specified in § 4.2 shall be extended by the period of the delay.

- 4.4 In the event of arrears, JK GmbH shall owe default interest in the amount of 5 percentage points above the applicable base interest rate.
- 4.5 The supplier may neither assign claims against JK GmbH to third parties nor have them collected by third parties unless JK GmbH has given its prior consent.

§ 5 Delivery and delivery time

- 5.1 The scope of the delivery owed by the supplier is specified in the order.
- 5.2 Any drawings and plans provided by JK GmbH are mandatory for the execution of the delivery, in particular with regard to their specific measurements. Delays and additional costs that arise because the supplier does not observe the information in JK GmbH's drawings and plans shall be borne by the supplier.
- 5.3 The supplier is not entitled to make partial deliveries, premature deliveries or deliveries that deviate in quantity from the scope of the order ("over/under deliveries") without the prior consent of JK GmbH. In such cases, JK GmbH is authorized (i) not to accept the respective deliveries and to return them to the supplier or (ii) to store them on its own premises until the agreed delivery date. The risk of accidental loss or deterioration of the delivery remains with the supplier even in the case of storage. Additional costs arising from partial deliveries, premature deliveries or over/under-deliveries shall be borne by the supplier.

- 5.4 Delivery dates or delivery periods are binding for the supplier, unless JK GmbH and the supplier reach a deviating agreement in the ordering process and expressly declare delivery dates or delivery periods as "non-binding".
- 5.4.1 The delivery deadline is deemed to have been met if the delivery item is at the location of JK GmbH specified in the order by the expiry of the deadline. The delivery must be accompanied by a delivery note containing the following information in particular:
- i) General information, i.e. delivery note number with a unique reference number, date of issue of the delivery note, order number assigned to JK GmbH and reference to the invoice, if the invoice has already been issued by the supplier;
 - ii) Details of the consignor and recipient, i.e. company name, address and contact person of the supplier (incl. telephone number and e-mail), name of JK GmbH, delivery address (if different from invoice address) and contact person for the delivery on the part of JK GmbH;
 - iii) Delivery details, i.e. date of delivery (actual shipping date or planned arrival date), shipping method, transport services provider/forwarding agent (name of company and tracking number, if applicable) and agreed delivery terms (Incoterms DDP, unless otherwise agreed in individual cases);
 - iv) Article and quantity details, i.e. article description, material composition, color or dyeing condition, quantity and unit, weight (net and gross weight), batch or lot number for traceability purposes and packaging unit;
 - v) Customs and transport information if required for customs clearance purposes, i.e. customs tariff number (HS code), country of origin and EORI number of the supplier;
 - vi) If agreed, special information, i.e. quality certificates, storage or handling instructions and other special comments from the supplier or JK GmbH;
 - vii) Signatures, i.e. signature of the supplier or consignor and signature of JK GmbH at the time of receipt of the goods.
- 5.4.2 If an agreed delivery date cannot be met by the supplier permanently or temporarily or if this becomes apparent, the supplier must inform JK GmbH immediately that a delay or impossibility has occurred and for what reasons.
- 5.4.3 If the supplier culpably fails to meet a delivery date determined after a calendar day, whereby this requires the fulfillment of all obligations by the supplier, the supplier shall be in default in

accordance with the statutory requirements even without a reminder. In cases of delay, the supplier must compensate JK GmbH for any damage caused by delay, in particular, but not limited to, loss of profit, costs for covering purchases and downtime costs.

- 5.4.4 If delivery is not possible after conclusion of the contract, the supplier shall - if possible - immediately endeavor to procure a replacement at the request of JK GmbH. The supplier shall inform JK GmbH immediately of the possibility of a replacement procurement and of any resulting price increases; to the extent that the supplier is responsible for the impossibility of delivery, it shall bear the additional costs incurred as a result of the increased procurement prices.
- 5.4.5 If the suspension of the obligation to perform or the replacement procurement is not reasonable for JK GmbH, JK GmbH is entitled to withdraw from the contract after the expiry of a reasonable deadline to be set by JK GmbH. Setting a deadline is not required in the cases specified by law (e.g. Sections 323 para. 2, 323 para. 4, 326 para. 5 German Civil Code and Section 376 German Commercial Code). Any withdrawal from the contract shall not affect any other statutory rights of JK GmbH.
- 5.5 If JK GmbH is prevented from permanently or partially accepting or taking delivery of the supplier's deliveries due to circumstances that only became apparent after conclusion of the contract and for which JK GmbH is not responsible, in particular due to force majeure, war including mobilization measures (e.g. conscription of reservists), natural disasters, pandemics, industrial action, interventions by the authorities, difficulties of supply, traffic disruptions, extraordinary traffic conditions, unforeseeable business disruptions), JK GmbH may withdraw from the contract due to impossibility.
- 5.6 The supplier may not provide contractually owed services through third parties (subcontractors) unless JK GmbH has given its prior written consent.

§ 6 Transfer of risk and acceptance

- 6.1 Unless JK GmbH and the supplier reach an individual agreement to the contrary, the delivery must be made DDP in accordance with Incoterms®2020 with delivery to the location of JK GmbH specified in the respective order.
- 6.2 If acceptance is required, this shall be decisive for the transfer of risk. JK GmbH must be notified of a required acceptance at least 3 days in advance. Acceptance by JK GmbH does not constitute a waiver of any warranty claims under § 7 .

§ 7 Warranty

- 7.1 The supplier is liable in accordance with the statutory warranty claims, unless modified by the following provisions in favor of JK GmbH.
- 7.2 The supplier must deliver the goods free of any material or legal defects. Even minor defects are not accepted by JK GmbH and are deemed to be defective.
- 7.3 In the case of purchase contracts and contracts for work, JK GmbH shall inspect the delivery item after receipt in the normal course of business to ensure that it complies with the contract and shall notify the supplier of any identifiable defects immediately, i.e. within 14 days of receipt at the latest. JK shall also notify the supplier immediately, i.e. within 14 days of discovery, of any defects that only become apparent later.
- 7.4 Warranty claims of JK GmbH shall become statute-barred 36 months after the transfer of risk as specified in § 6.
- 7.5 In the event of complaints, JK GmbH shall give the supplier the opportunity to remedy the defect, whereby JK GmbH may choose between rectification and subsequent delivery. JK GmbH shall inform the supplier of the chosen remedy and request the supplier to remedy the defect. In the event of an unjustified request to remedy a defect, JK GmbH shall only be liable if it has intentionally or grossly negligently failed to recognize that there was no defect.
- 7.6 In the event of remedy of a defect, the supplier is obliged to bear all expenses necessary for the purpose of remediation, in particular transport, travel, labor and material costs. The place of performance for subsequent performance is the location of the defective item.
- 7.7 If the supplier does not comply with the request to remedy the defect described in § 7.5, JK GmbH is entitled, after setting a reasonable deadline, to remedy the defect itself to the extent necessary to ensure that the goods are free of defects. For this purpose, JK GmbH may also use the services of third parties if this is necessary to remedy the defect. The costs for the remediation of defects initiated by JK GmbH shall be borne by the supplier.

§ 8 Liability for damages

- 8.1 The supplier is liable in accordance with the statutory provisions. There are no limitations or exclusions of liability in favor of the supplier.
- 8.2 The supplier is responsible for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product supplied by him ("product liability

case") and is obliged to indemnify JK GmbH from the resulting liability. A product liability case also exists if JK GmbH is obliged to carry out a recall campaign towards third parties due to a defective product delivered by the supplier. If a recall is necessary, the supplier shall bear all costs associated with the recall campaign.

- 8.3 Contrary to § 8.2 , the supplier is not obliged to indemnify or reimburse costs if the reason for the product liability case was not within the supplier's sphere of control and organization and the supplier itself is not liable to third parties.
- 8.4 If the supplier is culpably liable to JK GmbH for damages, JK GmbH is entitled to demand 25 % of the total net delivery value as lump-sum compensation. The supplier and JK GmbH are entitled to prove that lower or higher damages have been incurred. If JK GmbH proves higher damages in individual cases, the payments made by the supplier as lump-sum compensation shall be taken into account and offset against the higher damages in favor of the supplier.
- 8.5 The supplier must maintain product liability insurance for the product liability cases mentioned in § 8.2 and present it to JK GmbH on request, whereby the sum insured under the product liability insurance is at least EUR 5,000,000.00 per personal injury/property damage.

§ 9 Confidentiality

- 9.1 The supplier must keep all knowledge and information of a technical and commercial nature (hereinafter "confidential information") received from JK GmbH in the context of inquiries, orders and contracts secret from third parties, even beyond the duration of the business relationship, unless and insofar as the supplier can prove that this confidential information was already known or publicly available at the time it was obtained by the supplier or became publicly available later through no fault of the supplier or was verifiably developed completely independently by the supplier or was obtained by a third party without breaching the confidentiality obligation. Confidential information that must be disclosed due to legal obligations or by order of a court or authority is exempt from the obligation of confidentiality. In these cases, the supplier shall inform JK GmbH in advance of the obligation to disclose, insofar as this is permissible and possible, in order to give JK GmbH the opportunity to proceed against the disclosure.
- 9.2 Documents disclosed by JK GmbH concerning confidential information, in particular drawings, which are exchanged in the course of the business relationship, are and remain the property of JK GmbH and must be handed over at the request of JK GmbH, at the latest on termination of the business relationship. Any type of license to confidential information requires a written agreement.

- 9.3 The supplier has no right of retention with regard to confidential information or corresponding documents and materials.

§ 10 Intellectual Property / Improvements / Ideas

- 10.1 Unless otherwise agreed between the parties, the intellectual property, inventions, discoveries and secret know-how of one party shall remain with that party, shall not be transferred to the other party and the other party shall only be granted such limited rights of use as and insofar as these are necessary for the fulfillment of the purpose of the respective contract; they may not be used for any other purpose. Confidentiality obligations pursuant to § 9 above shall remain unaffected.
- 10.2 Notwithstanding the provision above, improvements, proposals and ideas of the supplier regarding the products of JK GmbH as well as the intellectual property and secret know-how of JK GmbH shall in principle be the sole property of JK GmbH for exclusive and free exploitation and the supplier shall take all appropriate steps to ensure that all details are disclosed to JK GmbH, that JK GmbH is the sole owner and is enabled to apply for industrial property rights for itself at its own discretion. This provision shall apply irrespective of whether the improvements, proposals and ideas were developed solely by the supplier or jointly with JK GmbH. If necessary, the parties shall settle all further details by means of a separate agreement, which may also contain deviating provisions regarding remuneration if this is required for reasons of equity.

§ 11 Place of jurisdiction, applicable law, other agreements

- 11.1 The exclusive place of jurisdiction for all present and future claims arising from the business relationship is the registered office of JK GmbH in Hamburg. This place of jurisdiction also applies to disputes concerning the origin and effectiveness of the contractual relationship. JK GmbH reserves the right to file legal action at the registered office of the supplier.
- 11.2 The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 11.3 The supplier may only offset counterclaims that are undisputed, legally established or ready for decision. The supplier shall not be entitled to a right of retention due to claims that do not originate from the same contractual relationship.
- 11.4 If parts of the above Terms and Conditions of Purchase are invalid or waived, the validity and enforceability of the remaining provisions of these Terms and Conditions of Purchase shall

remain unaffected. The contracting parties are obliged to replace ineffective provisions with provisions that are legally effective and correspond as closely as possible to the ineffective provisions in terms of meaning, purpose and economic result. It is the express intention of JK GmbH and the supplier that this severability clause does not result in a mere reversal of the burden of proof, but that § 139 German Civil Code is waived in its entirety.

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