General Terms of Purchase (AEB) of H&T ProduktionsTechnologie GmbH (HTPT)

Status: January 1, 2026

1. Scope of Application, Priority, Exclusion Clause

These General Terms of Purchase (AEB) apply to all orders and contracts of H&T ProduktionsTechnologie GmbH ("HTPT") concerning deliveries and/or services with the contractor ("Supplier").

These AEB apply exclusively. Deviating, conflicting, or supplementary terms and conditions of the Supplier shall not become part of the contract, even if HTPT does not explicitly object to their validity in individual cases or accepts deliveries.

Individual agreements (including ancillary agreements, amendments, and additions) shall take precedence over these AEB, but require written form in accordance with Section 2.1.

Order of precedence of documents (unless otherwise agreed): (1) written order including specifications and attachments, (2) individual agreements/project contracts, (3) these AEB, (4) quotation documents of the Supplier.

2. Conclusion of Contract, Written Form, Documents, Subcontractors, Changes

2.1 Written Form, Conclusion of Contract: Contracts shall only come into effect through a written order by HTPT and a written order confirmation by the Supplier, unless HTPT explicitly waives the order confirmation in writing. Amendments, additions, and ancillary agreements must be in writing. This also applies to the waiver or modification of this written form requirement. Electronic form (e.g., via email, EDI, or supplier portal) is sufficient provided the identity of the declarant and the integrity of the declaration are ensured.

2.2 Orders, Acceptance Period: Orders are legally binding only if issued in writing. If the Supplier does not accept the order in writing within 1 week of receipt, HTPT is entitled to revoke the order in writing. Claims by the Supplier arising herefrom are excluded to the extent permitted by law. Tacit acceptance through commencement of delivery shall apply only if HTPT has previously agreed to this in writing.

2.3 Inquiry/Order Documents, Rights, Confidentiality: Information contained in inquiry documents (e.g., illustrations, drawings, weight, and dimension specifications) is binding only if HTPT expressly designates it as binding; otherwise, it is deemed approximate. HTPT retains all ownership rights, copyrights, and other industrial property rights in cost estimates, drawings, and other documents. The Supplier may use these exclusively for the fulfillment of the contract and shall not make them accessible to third parties.

2.4 Order and Delivery Documents: The order number and – insofar as specified – the customer number must always be stated in all correspondence and payment transactions. The delivery note must be enclosed with the goods in a single copy (alternatively, electronically if agreed).

2.5 Subcontractors / Assignment: The Supplier may only assign the performance of services in whole or in part to subcontractors/third parties with the prior written consent of HTPT; pure transport services are exempt. The Supplier remains responsible for the performance of subcontractors as for its own performance and shall oblige subcontractors to adhere to at least equivalent obligations (in particular regarding quality, confidentiality, and compliance).

2.6 Changes (Change Request): HTPT is entitled to request reasonable changes to the design, execution, specification, packaging, method of shipment, or delivery quantity. Any impacts on prices, delivery dates, and other contractual contents must be agreed upon reasonably and in writing prior to implementation. Until an agreement is reached, the previous obligations must continue to be fulfilled, insofar as reasonably acceptable.

3. Prices, Proofs, Export Information, Due Diligence Obligations

3.1 Prices, Incidental Costs, Taxes/Customs: Unless otherwise agreed, prices shall apply free place of destination in EUR including packaging, freight, toll, postage, and insurance. Prices are exclusive of statutory taxes (in particular VAT) as well as customs duties and other charges, if any, unless expressly agreed to be included in the price.

3.2 Certificate of Origin / Tax Proofs, Customs Tariff Number, Export / Sanctions: The Supplier shall promptly provide completely and properly signed certificates of origin requested by HTPT and shall immediately notify HTPT in writing if details are no longer accurate. The same applies to VAT-related proofs for cross-border and intra-Community deliveries/services. The Supplier shall communicate the valid customs tariff number to HTPT and notify HTPT immediately if deliveries are subject to export restrictions, approval requirements, or sanctions (e.g., EU/US sanctions); blacklist/watchlist compliance must be ensured. Changes in ownership/control and sanction events must be notified immediately.

3.3 Human Rights / Environmental Due Diligence, Information, Audits: The Supplier shall fulfill the applicable statutory requirements regarding human rights and environmental due diligence (including – as applicable – the German Supply Chain Due Diligence Act (LkSG)) as well as comparable applicable regulatory frameworks and the HTPT Supplier Code of Conduct. Upon request, the Supplier shall provide HTPT with the necessary information within a reasonable period and permit reasonable inspections (including audits) to the extent necessary and reasonable. In the event of material breaches, HTPT is entitled to extraordinary termination; reasonable remedial measures shall be borne by the Supplier, to the extent responsible.

4. Delivery Dates, Default, Liquidated Damages, Force Majeure

4.1 Delivery Dates, Information: Agreed dates and deadlines are binding. The decisive factor is the handover of the contractual delivery item at the agreed place of delivery (Clause 5). The Supplier shall make the goods available in good time, taking into account customary loading and shipping times. If the Supplier realizes that a timely delivery cannot be made in whole or in part, it shall inform HTPT immediately in writing, stating the reasons, the anticipated delivery date, and remedial measures. Rights of HTPT remain unaffected.

4.2 Legal Consequences, Liquidated Damages: In the event of delivery default, HTPT shall be entitled to statutory claims. In particular, HTPT may, at its discretion, withdraw from the contract and/or claim damages in lieu of performance or damages for delay. Liquidated damages: 0.5% of the net order value per commenced week of delay, max. 5% of the net order value. Further claims for damages remain unaffected; the liquidated damages shall be offset against a claim for damages due to delay, to the extent legally permissible. HTPT reserves the right to assert the liquidated damages up to the final payment; the acceptance of a delayed delivery does not constitute a waiver. The Supplier shall take suitable acceleration measures (e.g., multi-shift, express shipping) at its own expense.

4.3 Force Majeure: Events of force majeure (e.g., natural disasters, pandemics/epidemics, acts of terrorism, war, official measures, energy supply crises, as well as large-scale cyber attacks on critical infrastructure) shall release the parties from their performance obligations for the duration and scope of the disruption. This also applies in the event of an already existing default, provided the event prevents further performance. The parties shall inform each other immediately, provide evidence of the circumstances, mitigate damages, and adjust their obligations in good faith as reasonably expected. If force majeure lasts longer than 8 weeks, each party is entitled to terminate/cancel the contract with respect to the unfulfilled part; claims for services already rendered remain unaffected. Internal labor disputes, financial insolvency, or insufficient resources of the Supplier shall not be deemed force majeure.

5. Delivery, Transfer of Risk, Incoterms, Packaging, Manuals, Goods Receipt

5.1 Delivery Clause, Place of Delivery, Place of Performance: Unless otherwise agreed, delivery shall be DAP Crimmitschau in accordance with Incoterms 2020. The place of delivery is Crimmitschau. The place of performance for deliveries and services is Crimmitschau, unless HTPT specifies another place of performance in writing.

5.2 Scope of Delivery: The order from HTPT including expressly agreed specifications and attachments is exclusively decisive.

5.3 Packaging: The Supplier guarantees proper packaging in accordance with legal requirements and the state of the art. The packaging must prevent transport damage as well as functional and value depreciation. HTPT packaging guidelines, labeling obligations

(e.g., REACH/CLP, RoHS, Batteries/WEEE), and, if applicable, PFAS/SVHC compliance must be observed.

5.4 Manuals: For delivery items with non-publicly known handling, assembly, operating, and instruction manuals must be supplied unsolicited, completely, and assignably to the order (if applicable, additionally electronically). Safety data sheets, CE/UKCA declarations of conformity, and required proofs must be enclosed. If this is omitted, the Supplier shall also be liable for resulting defects and damages in accordance with statutory provisions.

5.5 Goods Receipt Inspection, Notice of Defects, Costs: HTPT's obligation to inspect goods pursuant to Section 377 of the German Commercial Code (HGB) is limited to recognizable defects and substantial quantity deviations, which HTPT shall notify promptly after discovery; in individual cases, a longer inspection period may be necessary. There is no obligation to conduct further random checks beyond the usual scope. If HTPT incurs costs due to defective delivery (e.g., transport, travel, labor, installation/removal, and material costs, or costs of an incoming inspection exceeding the usual scope), these shall be borne by the Supplier.

6. Acceptance, Invoicing, and Terms of Payment

HTPT may accept delivery items through authorized representatives at the Supplier's plant; this does not affect the warranty. If the order includes assembly or installation as an ancillary service, an acceptance is required; details shall be set out in the order/acceptance protocol. Payments by HTPT do not constitute acceptance and do not acknowledge conformity with the contract. Acceptance criteria (including FAT/SAT), acceptance fiction after a reasonable period, defect list process, and partial acceptances may be agreed upon.

7. Invoicing and Terms of Payment

7.1 Electronic Invoices: Invoices must be transmitted electronically on the day of dispatch or provision of service to `invoice.htpt@ht-pt.com`. Dispatch by mail is permitted only with the express written consent of HTPT. E-invoicing formats (e.g., XRechnung/ZUGFeRD) can be agreed upon.

7.2 Due Date, Early Payment Discount: Payments shall generally be made only after contractual receipt of goods and receipt of a proper, auditable invoice. Unless otherwise agreed: 30 days net or 10 days with a 2% early payment discount. The discount remains applicable in the event of offsetting against counterclaims and refers to the net value of goods.

7.3 Early Delivery: Early deliveries shall be deemed received only on the agreed delivery date, unless HTPT confirms otherwise in writing. The due date is governed by the agreed delivery date.

7.4 Right of Retention: In the event of defective delivery or delivery default, HTPT is entitled to withhold payments to a reasonable extent until proper performance of the contract.

7.5 Advance Payments: Agreed advance payments shall be made exclusively against a bank guarantee in accordance with HTPT conditions, unless expressly agreed otherwise in writing. For projects/plant construction, milestone payments with a 5–10% final retention until final acceptance shall apply.

7. Warranty, Defects Liability, Liability, Return of Goods

8.1 Commencement, Period: The warranty period begins upon transfer of risk or – if agreed – upon acceptance by HTPT. Unless separately agreed, the warranty period is 24 months from the transfer of risk or acceptance (whichever is later), to the extent permitted by law. In the case of rectification/subsequent delivery, the period for the affected parts restarts.

8.2 Defects Liability, Remedy by Self-Performance: In the event of defects, HTPT shall be entitled to statutory rights (in particular subsequent performance, withdrawal/reduction, damages, reimbursement of futile expenses). If a postponement is not possible or HTPT is obliged to avert impending damage, HTPT may remedy defects itself or have them remedied by third parties at the Supplier's expense; the necessary costs shall be borne by the Supplier.

8.3 Hidden Defects: In the case of hidden defects, the notification period begins upon discovery; statutory limitation periods remain unaffected.

8.4 Return of Goods: Goods whose complaint proves to be justified shall – if HTPT considers the return necessary – be returned to the Supplier at the Supplier's expense and risk.

8.5 Product Liability / Recall: The Supplier shall indemnify and hold HTPT harmless from all claims, damages, and expenses resulting from product defects of the delivery items, including costs for recalls, field measures, legal prosecution, and authority communication, to the extent attributable to the Supplier. The Supplier ensures traceability and retains QC documents for a reasonable period.

8.6 Liability: The Supplier shall be liable in accordance with statutory provisions for direct damages as well as for all costs arising in connection with the defective delivery and for the fault of its employees and vicarious agents.

8. Quality, Documentation, Energy and Environmental Protection

The Supplier shall comply with recognized rules of technology, all relevant safety regulations, and the agreed technical data. The latest compatible revision status of the requested product must be delivered unless otherwise agreed. The Supplier shall operate a suitable QM system (e.g., ISO 9001) and provide PPAP/FAI/ISIR, SPC, and 8D reports upon request. HTPT is entitled to conduct audits or have audits conducted at the Supplier's premises after reasonable advance notice; the Supplier shall grant reasonable support.

The Supplier shall take energy efficiency criteria into account and appropriately implement requirements pursuant to DIN EN ISO 50001 and DIN EN ISO 14001; relevant information

on energy efficiency/efficiency ratio/energy consumption must be enclosed. Minimum information on efficiency classes and standby consumption must be stated.

9. Proprietary Rights, Indemnification, Work Results

The Supplier shall be liable in the event of fault for ensuring that the contractual use of the delivery items does not infringe any third-party proprietary rights, and shall indemnify HTPT against corresponding claims; it shall assume the defense at its own expense. Upon request by HTPT, the Supplier shall name all proprietary rights known or becoming known to it that it uses in connection with the delivery items or the use of which is required.

For any work results created in the course of the order, the Supplier grants HTPT an unlimited, transferable, sublicensable right of use in terms of time, place, and content; in the case of work/development services, exclusive rights shall pass to HTPT. Open-source components may only be used with prior written consent and without copyleft obligations.

10. Confidentiality and Information Security

All non-public commercial and technical information resulting from the business relationship must be treated confidentially and protected as trade secrets. Drawings, models, samples, plans, and similar items must not be provided or made accessible to third parties. Duplications are permissible only within the scope of operational requirements and in compliance with copyright provisions. Subcontractors must be obligated accordingly.

The confidentiality obligations shall apply during the cooperation and for 5 years after termination of the contract. Upon request by HTPT, confidential documents/data must be returned or securely deleted. The Supplier shall take appropriate technical and organizational measures (e.g., ISO 27001-oriented) and shall report security-relevant incidents that could affect HTPT immediately, at the latest within 48 hours.

11. Data Protection

HTPT processes personal data of contractual partners or their employees for the execution of the contract and maintenance of the business relationship (e.g., name, identification number, cost center, address, telephone, email). Transmission to partner companies outside the EEA may occur. If no adequate level of data protection exists, transmission shall take place in particular on the basis of EU Standard Contractual Clauses as well as additional appropriate measures, if necessary.

The Supplier shall process personal data in the course of contract performance only in compliance with applicable data protection laws. If the Supplier acts as a data processor for HTPT, a separate data processing agreement must be concluded prior to the commencement of processing; the TOMs and data breach notification deadlines provided by HTPT shall apply.

12. Compliance, Final Provisions

Compliance: The Supplier undertakes to comply with all applicable laws, in particular anti-corruption, antitrust, anti-money laundering, export control, and sanctions regulations, and to avoid conflicts of interest. Benefits (gifts, invitations) to HTPT employees are only permissible within the framework of the HTPT compliance guidelines.

Governing Law: The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Place of Jurisdiction: The place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is – to the extent legally permissible – Zwickau.

Language Clause: The German version shall prevail; translations are for information purposes only.

Severability Clause (Modified): Should any provision of these General Terms of Purchase be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid/unenforceable provision with a valid one that comes closest to the economic purpose pursued.

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