

1. General

- 1.1. Any Supplier's terms and conditions that deviate from or supplement these General Terms and Conditions of Purchase shall be non-binding for the Purchaser, even if the Purchaser does not object or the Supplier declares that they intend to only deliver on their terms and conditions.
- 1.2. Any order and acceptance, as well as any changes and additions, must be in writing. Written form shall also be deemed to have been constituted by a simple email, however a subsequent signature / undersigning can be requested forthwith. Verbal subsidiary agreements at the time of conclusion of the contract shall only be effective if they have been confirmed in writing by the customer. This also applies to changes to the contract after the conclusion of the contract.
- 1.3. If the Supplier does not accept the order within 14 days, then the Purchaser shall be entitled to revoke the order.
- 1.4. The complete transfer or subcontracting of the deliveries and services ordered to third parties shall require the written consent of the Purchaser.
- 1.5. The costs of insuring the goods, in particular freight forwarding insurance, shall not be covered by the Purchaser. The Purchaser shall dispense with the liability insurance cover by the freight forwarder (section 29.2.1 General German Freight Forwarding Conditions ADSp).

2. Delivery date and place of performance

- 2.1. The agreed delivery date shall be binding. Advance deliveries shall only be permitted with the consent of the customer. The timeliness of deliveries excluding installation or set-up shall be deemed as receipt at the shipping address specified by the customer. The timeliness of deliveries including set-up or installation and of services shall be determined by the provision of such deliveries in a condition that can be accepted.
- 2.2. Should the Supplier be delayed, the Purchaser shall be entitled to demand a contractual penalty amounting to 0.5% of the net order value per week or part thereof, but not more than 5% of the net order value. The Purchaser can demand the contractual penalty if they reserve the right to do so at the latest up to the end of one month after acceptance of the last deliveries or services to be provided within the scope of the order.
- 2.3. Further contractual or legal claims on the part of the Purchaser in the event of delayed delivery shall remain unaffected, in particular relating to damages. Within the scope of their liability for damages, the Supplier shall also reimburse the Purchaser for contractual penalties and damages claims by the Purchaser's customers raised due to delayed deliveries.
- 2.4. The place of performance for the Supplier's deliveries or services shall be the shipping address specified in the order. If no shipping address is specified and the place of performance also does not result from the nature of the obligation, the address of the Purchaser shall be deemed to be the place of performance.

3. Shipping and transfer of risk

- 3.1. Unless otherwise agreed, shipping and packaging costs, customs duties, fees and other charges shall be borne by the Supplier. If prices are stated as being ex works or from the Supplier's warehouse, the goods shall be shipped at the lowest cost, provided that the Purchaser has not prescribed a specific mode of transport. Additional costs due to non-compliance with shipping or packaging regulations or for any accelerated transport required to meet a delivery date shall be borne by the Supplier. If the price allows for transport free of charge to the recipient, the Purchaser may give instructions on the type of transport, transport company, and freight forwarder after conclusion of the contract. If this should incur additional costs by the Supplier, the Purchaser shall reimburse them if the Supplier has informed them of this, stating the difference, yet still adhering to their instructions.
- 3.2. Each delivery must be accompanied by packing slips or delivery slips in duplicate stating the contents, the order number and other order codes. Despatch notices containing the same information must be sent to the Purchaser at the latest at the time of despatch. If the requested

shipping documents for a delivery are not provided on time due to the fault of the

Supplier, or the aforementioned information is missing from the shipping documents, the goods shall be stored at the expense and risk of the Supplier until the arrival of the shipping documents or the complete information.

- 3.3. In the case of deliveries excluding set-up or installation, risk shall pass upon receipt of the goods at the shipping address specified by the Purchaser. In the case of deliveries including set-up or installation and in the case of services, risk shall pass with acceptance at the installation site.

4. Information and due diligence

- 4.1. If the Purchaser has informed the Supplier of the intended purpose of the deliveries or services, or if this purpose of use is also identifiable to the Supplier without explicit information, the Supplier shall be obliged to inform the Purchaser immediately if the Supplier's deliveries or services are not suitable for this purpose.
- 4.2. Circumstances that jeopardise adherence to the agreed delivery dates must be notified to the Purchaser in writing without delay in order to clarify the ongoing procedure.
- 4.3. The Supplier must notify the Purchaser of changes in the type of composition of the processed material or the constructive design compared to similar deliveries or services provided to date in writing without delay. All changes shall require the written consent of the Purchaser.
- 4.4. The Supplier shall ensure that deliveries and services comply with environmental protection, accident prevention and other occupational health and safety regulations, technical safety regulations and all legal requirements applicable in the Federal Republic of Germany, and the Supplier must notify the Purchaser of special handling and disposal requirements for each delivery, which may not be generally known.
- 4.5. The Supplier shall notify the Purchaser within eight days of receipt of the order if
 - The goods ordered of US origin shall be subject to export approval under US law;
 - The goods specified in the order are included on the common list of goods under EC Regulation No 1334/2000 and/or on the export list;
 - The goods are subject to export approval in accordance with the law of the respective country of origin.In such cases, the Purchaser shall reserve the right to withdraw from the contract. This shall also apply in the event that incorrect information has been forwarded. The Supplier shall undertake to immediately obtain all export permits that may be necessary and to present them to the Purchaser. All additional costs resulting from incorrect information shall be charged to the Supplier.

5. Prices, invoicing and payment

- 5.1. Invoices must be issued separately for each order, stating the order number and other order codes, and made out to the Purchaser's address, unless a different billing address is specified in the order. Duplicate invoices must be marked as such. Sales tax (VAT) must be shown separately in the invoice. Invoices that are not properly issued will be returned to the issuer.
- 5.2. Unless otherwise agreed, payments shall be made within 14 days with a 3% prompt payment discount or within 60 days net.
- 5.3. The payment period shall begin with receipt of the consideration, receipt of the invoice after the consideration has been rendered, or at a later date specified by the Supplier. Deduction of a prompt payment discount shall also be permitted if the Purchaser sets off or withholds payments due to defects.
- 5.4. Payments shall not constitute recognition of the deliveries or services as being in accordance with the contract.

6. Tools, production equipment

- 6.1. If applicable to the Supplier, we shall retain the tools, moulds, samples, models, profiles, drawings, standard sheets, print templates and templates that we own and, together with items produced after that, they may not be passed on to third parties or used for purposes other than the contractual ones without our written consent. The Supplier shall be obliged to clearly mark the items provided as the property of RP (or RP's customers, if required). They must be secured in such a way as to prevent unauthorised inspection or use.
- 6.2. The Supplier shall be obliged to insure tools that we have handed over at replacement value against fire and water damage and theft; the existence of such insurance cover must be provided on request. The Supplier shall hereby assign to us all claims for compensation arising from this insurance; we hereby accept the assignment. The Supplier shall be obliged to carry out any necessary maintenance and inspection work as well as all overhaul and preventative maintenance work on these tools in good time at their own expense. The Supplier must immediately report any defects on the tools to us. If the Supplier shall culpably fail to do so, they shall compensate us for the resulting damage.
- 6.3. Subject to further rights, we may demand the return of the tools provided by us if the Supplier shall be unable to fulfil the contract due to exceptional circumstances, such as a temporary inability to deliver. Once the order has been completed, they must be returned to us; no right of retention can be raised against the claim for surrender. We may require that the tools provided are used by the Supplier for the purpose of series production and are kept for as long as further orders from us are probable for which such tools shall be used. Disposal of tools shall only be permitted with our prior consent.

7. Defects liability

- 7.1. The Purchaser shall be entitled in full to statutory claims for contractual liability for defects. The Supplier shall ensure that, unless special rules have been agreed, deliveries and services comply with the recognised rules of technology, pertinent environmental protection, accident prevention and other occupational safety regulations, as well as generally recognised safety and occupational health regulations that apply in the Federal Republic of Germany or have already been adopted with a transitional period.
- 7.2. The Supplier shall notify the Purchaser in writing of any changes in the type of composition of the processed material or in the constructive design of the deliveries or services previously provided to the Purchaser prior to the start of production or prior to the performance of the services. All changes shall require the written consent of the Purchaser.
 - 7.3. The Purchaser may lodge complaints about faulty delivery, incorrect delivery or quantity errors within one month of the transfer of risk. If circumstances requiring notification of defects are only discovered when handling or using the deliveries or services, the Purchaser can still give notice of these defects within one month of their discovery. Insofar as incoming goods inspections have been agreed in accordance with random sampling procedures, the Purchaser shall be entitled, in the event of exceeding the agreed limit quality value, to reject the delivery in full or to inspect 100% of the goods at the Supplier's expense.
- 7.4. The period of liability for defects shall be 48 months from the transfer of risk, unless the law or the contract shall provide for a longer period of time.
- 7.5. If a defect has become apparent within the period of liability for defects, the limitation period shall not apply before the expiry of 4 months from the date on which the defect first appeared.
- 7.6. If the Purchaser has handed over the goods to the Supplier for subsequent performance, the limitation period of claims due to the claimed defect shall not occur before the expiry of 2 months after the time at which the repaired or replaced goods were handed over to the Purchaser.

- 7.7. The Supplier shall offer warranty for rectification, replacement deliveries or replacement services in the same manner as for the original deliveries or services, at the restart of the warranty period.
- 7.8. In the event of material defects, the Purchaser may demand the elimination of the defect or the delivery of a defect-free item as supplementary performance of their choice. The Supplier shall carry out the supplementary performance within a reasonable period of time from the time when the Purchaser has informed them of the defect. The Supplier shall bear all expenses incurred in connection with the determination and elimination of defects, even if they are incurred at the Purchaser's premises. This shall also apply if the expenses increase as a result of the delivery item being moved to a location other than the place of performance. In the event of the failure of subsequent performance, the Purchaser shall have the right – irrespective of further claims – to demand compensation instead of performance, to withdraw from the contract, or to reduce the purchase price at their discretion.

Supplementary performance shall be deemed to have failed if the Purchaser has set the Supplier a reasonable period for subsequent performance and this period has elapsed without success. In urgent cases, the Purchaser shall be entitled to replace and repair faulty parts and rectify any damage caused at the Supplier's expense or to have this done by third parties at the Supplier's expense.

7.9. A deadline for supplementary performance is not required for withdrawal due to a defect if the Supplier has not carried out the supplementary performance despite the expiry of a reasonable period from the time at which the Purchaser has informed them of the defect, if a defect appears despite the attempted supplementary performance by the Supplier, if a defect is so serious that immediate withdrawal is justified, if the Supplier has refused to perform the rectification of the defect properly, or if it is obvious in the circumstances that the Supplier will not perform the rectification properly. In all the above cases, no time limit is required for a claim for damages due to a defect.

7.10. Further legal claims on the part of the Purchaser shall remain unaffected, in particular the rules for recourse in the supply chain.

8. Assignment and pledging

The assignment or pledging of contractual claims shall only be effective with the written consent of the Purchaser. The Purchaser shall not refuse this consent without good reason.

9. Industrial property rights

When issuing references or in publications, the Supplier may only name the company or trademarks of the Purchaser if the latter has given their prior written consent.

10. Liability, recall, insurance

- 10.1. If the Purchaser shall receive a claim from their customers or third parties for damages, regardless of the domestic or foreign legal reason, the Supplier shall release the Purchaser from such claims – including the associated costs of legal defence – insofar as the Supplier caused the damage and – in the case of fault-based law – shall be responsible for the circumstances that gave rise to the liability.
- 10.2. Within the scope of liability under section 10.1, the Supplier shall also be obliged to reimburse necessary and reasonable expenses resulting from the fact that the delivered item is not safe, in particular for a recall; any contributory fault on the part of the Purchaser must be taken into account. The Purchaser shall agree with the Supplier on the content and scope of the measures to be taken – as far as possible and reasonable.
- 10.3. In addition, if the Purchaser or their customers are subject to measures by market surveillance authorities, the Supplier shall be obliged to immediately provide all the necessary information and to provide any assistance that the Purchaser or their customer requires in order to avert appropriate measures taken by the authorities; any costs or expenses incurred by the Supplier shall not be reimbursed.

- 10.4. The Supplier must take out product liability insurance and, at the request of the customer, provide evidence of it.
- 11. Minimum Wage Act**
The Supplier shall undertake to comply with all obligations under the Minimum Wage Act. Furthermore, it shall undertake to use only those subcontractors who have committed themselves to complying with the obligations imposed on them by the Minimum Wage Act. At the request of the Purchaser, the Supplier shall be obliged to provide appropriate proof of compliance with the Minimum Wage Act. The Supplier shall undertake to indemnify the Purchaser against all claims and costs arising from the claim pursuant to §13 of the Minimum Wage Act for non-payment of the minimum wage to the Supplier's own employees or employees of subcontractors. In the event of a violation of the obligations arising from the Minimum Wage Act by the Supplier, the Purchaser shall also be entitled to terminate the contract extraordinarily and without notice for good reason.
The Supplier shall be liable for the fact that the deliveries or services – also with regard to their use – do not infringe any third-party industrial property rights.
- 12. Spare parts**
12.1. The Supplier shall be obliged to supply spare parts for the period of anticipated technical use, however for a minimum of 10 years after delivery on reasonable terms.
12.2. If the Supplier shall stop manufacturing the spare parts, the Supplier shall be obliged to give the Purchaser the opportunity to place a final order and / or to hand over to them on request all the equipment and documents required for the manufacture of the spare parts and to allow them to use them free of charge.
- 13. Place of jurisdiction and applicable law**
13.1. If the Supplier shall be deemed to be a general merchant, then Rodgau, Germany, shall be the place of jurisdiction – for checks and bills of exchange as well. The same place of jurisdiction shall apply if the Supplier does not have a general place of jurisdiction in the Federal Republic of Germany at the time of the initiation of legal proceedings. However, the Purchaser shall be entitled to appeal to any court with legal jurisdiction.
13.2. The law of the Federal Republic of Germany shall apply.
- 13.3. If the Supplier shall be located outside Germany, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply with the following special regulations:
(a) Changes or cancellation of the contract must be made in writing. This shall also apply to agreements concerning the abandonment of this written form agreement.
(b) In the event of a culpable breach of contract, the Supplier shall also be liable for unforeseeable damage at the time of conclusion of the contract.
(c) In the event of delivery of goods contrary to the contract, the Purchaser may demand replacement delivery from the Supplier if the contravention of the contract shall constitute a substantial breach of contract. A breach of contract shall be deemed critical, among other things, if the goods are manufactured or distributed only by the Supplier or if it is unreasonable for the Purchaser to purchase the goods from a third party for any other reason.
(d) In the event of delivery of goods contrary to the contract, the Purchaser may demand cancellation of the contract if the contravention of the contract shall constitute a substantial breach of contract. A breach of contract shall be deemed critical, among other things, if the damage can be estimated later or not at all, intangible damage has occurred, the claim for damages due to Article 78 V of the United Nations Convention on Contracts for the International Sale of Goods CISG shall be ruled out, in the case of permanent obligations, the confidence in the reliability of the Supplier is permanently undermined or if the contravention of the contract for the good reaches a level whereby it is no longer possible to sell goods in the ordinary course of business.
- 13.4. The remaining parts of the Terms and Conditions of Purchase shall remain binding even if individual regulations are legally ineffective. If a provision is wholly or partially ineffective, then the contracting parties shall immediately endeavour to achieve the economic success desired by the ineffective provision in another legally permissible manner.
- 13.5. German or English shall be the agreed contractual language. These General Terms and Conditions of Purchase must be interpreted in accordance with German legal understanding. If the legal meaning of a translation shall differ from the German legal meaning, the German meaning shall take precedence.

Dated February 2026