

## **General Terms and Conditions of Purchase (GTCP)**

Effective: June 2025

### **1. General Provisions and Scope of Application**

**1.1** These GTCP shall apply to all present and future legal relationships between Fiberpreg GmbH, Carl-Zeiss-Str. 7, 89231 Neu-Ulm (hereinafter "Purchaser") and the Supplier, unless otherwise provided in the text of the purchase order or in any special conditions attached to the purchase order. The Purchaser hereby expressly rejects any general terms and conditions of the Supplier. Neither the unconditional acceptance of deliveries or services nor the unconditional payment of the Supplier's invoices shall be deemed an acknowledgment of the Supplier's terms and conditions. These GTCP shall also apply to future purchase orders of the Purchaser until new GTCP take effect, even if not expressly referred to in individual cases.

**1.2** For cross-border transactions, the INCOTERMS of the International Chamber of Commerce in Paris, in the version valid at the time of delivery or service, shall additionally apply.

**1.3** All agreements between the Supplier and the Purchaser under these GTCP must be in writing; this also applies to waivers of the written form requirement. Any amendments or additions must also be in writing to be valid. Emails do not fulfill this written form requirement.

### **2. Offer and Order**

**2.1** The Supplier must strictly adhere to the Purchaser's inquiry when submitting offers and explicitly point out any deviations. Offers shall be submitted free of charge and shall not bind the Purchaser. All correspondence must include the complete order number, order date, and customer reference. The Supplier shall be responsible for any consequences arising from non-compliance unless it proves that it is not at fault.

**2.2** If the Supplier does not accept the Purchaser's order within two weeks of receipt, the Purchaser shall be entitled to revoke it.

**2.3** Certain products that are consumed repeatedly may be subject to an open order defining the product, delivery location, price, type of transport, and, as a non-binding estimate, the expected total quantities for a specific period. Delivery dates and quantities will be specified through call-offs or delivery schedules. The Supplier must maintain and replenish a permanent inventory at its own cost to avoid delivery disruptions.

**2.4** The Purchaser may request modifications to the design and execution of the goods within reasonable limits. The impact on costs and delivery times must be mutually agreed upon. Changes by the Supplier require prior written approval from the Purchaser.

### **3. Prices, Payment Terms, and Modalities**

**3.1** Unless otherwise agreed in writing, agreed prices are fixed and include packaging, freight, customs duties, transportation to the specified receiving location, and transport insurance. Prices exclude VAT.

**3.2** Payments will be made after defect-free delivery or acceptance, receipt of all required documents, and a proper, verifiable invoice. Unless otherwise stated, payment is made within 30 days net or within 14 days with a 2% discount.

**3.3** Without the purchaser's prior written consent, the supplier may not assign its contractual claims, in whole or in part, to third parties or have them collected by third parties. Should the supplier assign its claims against the purchaser without such consent, the purchaser shall still be entitled to make payments directly to the supplier. The supplier shall only be entitled to rights of set-off and/or retention in accordance with the applicable statutory provisions, provided the respective claim is undisputed or has been legally established.

### **4. Delivery Period and Delivery**

**4.1** The supplier acknowledges that the purchaser's line of business is such that the delivery dates specified by the purchaser and accepted by the supplier are of critical importance to the purchaser. The delivery dates stated in the order are binding. The purchaser must be informed in writing without delay of any circumstances that make it impossible to meet the delivery dates specified in the order form, as well as of the expected duration of the delay. Upon request by the purchaser or its representative, the supplier is obligated to provide information on the status of production.

**4.2** The purchaser or its representative is entitled to verify the status of production at the supplier's or its subcontractors' facilities during normal business hours. The delivery note must be included with the delivery. All shipping notices, delivery notes, packing slips, consignment notes (CMR), invoices, and the exterior of all packages must clearly state the order number and the information regarding the unloading location specified by the purchaser. Any shipments that cannot be accepted due to non-compliance with these regulations will be stored at the supplier's cost and risk. In the event of a delayed delivery, the supplier shall pay the purchaser a contractual penalty of 0.5% of the order value per calendar day from the agreed delivery date. The maximum amount of the contractual penalty is limited to 10% of the order value. In addition, the supplier shall be liable for all damages, and the purchaser shall retain all rights under German law. In the case of call-off orders, the purchaser shall determine the quantities of each partial delivery and the call-off dates. Notices regarding anticipated requirements or quantities expected to be called off shall not constitute a binding obligation to accept delivery. Call-offs may also be made by electronic transmission in accordance with common industry standards.

**4.3** In cases of over- or under-deliveries of ordered quantities or early deliveries, the purchaser reserves the right to refuse acceptance of the delivery at the supplier's expense or to return over-deliveries exceeding 5%.

**4.4** The supplier shall package, label, and ship hazardous substances/mixtures in accordance with applicable national and international laws and regulations. The supplier shall fulfill all supplier obligations (pursuant to Article 3(32) of Regulation (EC) No. 1907/2006/EC (hereinafter "REACH")) under REACH with regard to the supply of goods. In particular, the supplier shall provide the purchaser with a safety data sheet in the language of the destination country in all cases referred to in Article 31(1) to (3) REACH in accordance with Article 31 REACH. The supplier guarantees that all substances contained in the goods are duly pre-registered, registered (or exempt from registration), and – if applicable – authorized under the relevant REACH provisions for the uses communicated by the purchaser.

**4.5** If the goods are classified as articles under Article 7 of the REACH Regulation, the above paragraph also applies to substances released from these goods. In addition, the supplier must inform the purchaser without delay if any component of the article contains a substance in a concentration of more than 0.1% by weight (w/w) that meets the criteria of Articles 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging materials.

**4.6** The supplier is obligated to supply the goods, or – if these can no longer be manufactured with economically reasonable effort – suitable substitutes, to the purchaser for an agreed period even after the end of serial production.

**4.7** The minimum shelf life of materials with limited shelf life must be 80% upon receipt of goods. If this cannot be met, Fiberpreg's purchasing department must be notified separately prior to delivery of the products as to whether the material can be used within the shortened shelf life. This regulation reduces the waste of resources.

## **5. Transfer of Risk and Ownership**

Unless otherwise agreed in writing by the purchaser, the risk of loss or deterioration of the goods shall transfer to the purchaser in accordance with DDP (Delivered Duty Paid; INCOTERMS). Ownership of the goods shall transfer to the purchaser upon delivery. If the parties have agreed on delivery with installation or service, the risk of loss or deterioration shall transfer to the purchaser only after proper completion of installation/service and after handover of the goods.

## **6. Inspection and Claims for Defects**

**6.1** The supplier shall deliver goods in accordance with the order conditions and perform services according to the latest state of the art. Furthermore, the supplier guarantees that only first-class and suitable quality materials have been used, appropriate for the intended purpose. The supplier shall conduct an outgoing goods inspection before delivering the goods to the purchaser. In the event that a defect or deviation from the agreed condition is identified before or after delivery, the supplier shall immediately inform the purchaser in writing and include with the delivery a detailed report clearly describing the defect or deviation. With regard to the purchaser's obligation to inspect delivered goods under § 377 of the German Commercial Code (HGB), this obligation is limited to a basic inspection for obvious defects or defects that can be easily identified under normal usage. If a defect only becomes apparent during initial use, the

inspection obligation is initially limited to visible external defects. In such cases, the purchaser shall notify the supplier of any defects within 7 working days after discovery.

**6.2** The supplier shall provide the purchaser with all documentation required to inspect the delivered goods. Such cooperation from the purchaser is the responsibility of the supplier and does not release the supplier from any warranty or other obligation.

All documents required for the use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing, and repair of the delivered item must be provided to the purchaser in a timely, unsolicited, and free-of-charge manner.

If inspections or indications from the purchaser during manufacturing, procurement, or assembly of the goods or provision of services reveal that the delivered goods or services do not comply with the provisions of the order, the safety requirements, or applicable laws or regulations, the purchaser may reject the entire delivery or the affected part thereof. The supplier shall then, at its own cost and as quickly as possible, replace the entire delivery or the affected part without being entitled to a price increase or compensation. In the event of a partial rejection, the purchaser may withhold payments until the order has been completely and properly fulfilled. The rejection may also apply to goods or services already delivered to the purchaser if it turns out that the defects existed at the time of manufacture or service provision. In such cases, and if all goods or services are ultimately rejected, the supplier shall refund any payments made by the purchaser within fourteen days of the rejection notice.

Rejected goods already delivered shall remain at the supplier's risk and expense until collected by the supplier from the purchaser. Any transport costs incurred by the purchaser for these goods shall be borne by the supplier.

**6.3** In addition, the purchaser retains full and unrestricted statutory rights regarding defects. In accordance with legal provisions, the purchaser is entitled, at its discretion, to request rectification or replacement at the supplier's expense and/or to withhold due payments.

If the supplier has provided a warranty for the quality or durability of the defective goods, the purchaser may also assert claims under such warranty.

The supplier shall also bear all costs associated with defect remediation, particularly for transport, installation, etc. (both at the purchaser's level and that of its customers, their customers, and any end users), as well as all other costs incurred in connection with the elimination of defects.

In the event of a justified supplier complaint, we reserve the right, as stated in the order, to charge the supplier administrative costs of at least EUR 250 to compensate for the extensive documentation effort involved.

Any additional statutory or contractual claims for damages due to defects remain unaffected.

**6.4** If (a) the supplier fails to properly fulfill its obligation to remedy defects without a justified reason for refusing remediation, (b) the supplier seriously and definitively refuses to remedy the defect, (c) the remedy has failed, (d) there is a risk of impairment of the usability of the goods, or (e) the remediation cannot be delayed for other reasons, the purchaser shall have the right to rectify the defects at the supplier's expense and risk or have them rectified by a third party. In such cases, the purchaser is entitled to claim reimbursement from the supplier for the costs of the necessary measures.

**6.5** Claims for defects shall become time-barred after 36 months. The limitation period begins upon handover of the item into which the supplier's goods are installed to the customer of the

purchaser and ends no later than 42 months after delivery to the purchaser or a third party designated by the purchaser. If a formal acceptance of the delivered item has been agreed, the warranty period begins upon successful acceptance. In cases of replacement delivery or if a remedied item shows the same defect or a defect resulting from the remediation, the limitation period shall start anew.

## **7. Product Liability, Recalls, and Insurance**

**7.1** If the supplier is held strictly liable for damage under product liability laws, it shall indemnify the purchaser against third-party claims for damages upon first request. In the case of fault-based liability, the supplier shall indemnify the purchaser only to the extent the supplier is at fault.

**7.2** The supplier is also obliged to reimburse the purchaser for all costs and expenses incurred, including the costs of any legal proceedings or recall actions. The purchaser shall inform the supplier—where feasible and reasonable—of the content and scope of recall measures and give the supplier an opportunity to comment.

**7.3** The supplier shall maintain product and general liability insurance as well as recall cost insurance with adequate, industry-standard coverage amounts, and provide proof of such insurance to the purchaser upon request. The contractual and statutory liability of the supplier remains unaffected by the scope or amount of insurance coverage.

## **8. Compliance with Laws, Export Control, and Hazardous Goods Information**

**8.1** The goods and services provided by the supplier must comply with the laws of the European Union, German law, other applicable laws, and any other laws explicitly mentioned in the purchaser's order.

**8.2** The supplier must provide accurate and up-to-date information on the export control status under German, EU, and/or US law for the products and/or services sold to the purchaser. If applicable, the supplier must also provide the purchaser with information on the status of the products under German and/or EU chemicals legislation.

**8.3** For materials (substances, preparations) and objects (e.g., goods, parts, technical equipment, uncleaned empty containers) that, due to their nature, properties, or condition, may pose hazards to life and health, the environment, or property, and therefore require special handling for packaging, transport, storage, handling, and disposal, the supplier must provide the purchaser with a fully completed safety data sheet in accordance with §14 of the German Hazardous Substances Ordinance and an appropriate transport emergency instruction sheet at the time of the offer. In the event of changes to the materials or legal requirements, the supplier shall provide the purchaser with updated data sheets and information sheets. The supplier undertakes to submit an up-to-date long-term supplier's declaration each year, unsolicited, specifying the article number and the corresponding code number (customs tariff code, foreign trade statistics).

**8.4** If the supplier offers a product that the purchaser has previously obtained from them, the supplier must notify the purchaser of any changes without being prompted—regardless of any further information obligations—if the specification has changed compared to a product previously delivered under the same designation.

**8.5** The supplier must inform the purchaser of all information relevant to assessing any risks to the safety and health of users of the product or third parties. In particular, the following must be taken into account:

- (a) the characteristics of the product, including its composition, packaging, instructions for assembly, installation, maintenance, and service life;
- (b) its interaction with other products, insofar as its use with other products can be expected;
- (c) its presentation, commercial appearance, labeling, warning notices, user and operating instructions, and disposal information, as well as all other product-related data or information;
- (d) the user group that is exposed to greater risk when using the product than others.

**8.6** The supplier is obliged to provide the purchaser with all information required for registration in accordance with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation, and Restriction of Chemicals (REACH), and to submit any registration confirmations already available. The same applies to information and/or registration confirmations under Directive 67/548/EEC of the Council on the classification, packaging, and labeling of dangerous substances ("Directive 67/548/EEC"). The supplier confirms that it complies with its obligations under REACH and/or the aforementioned directive. The supplier must also ensure that its (sub-)suppliers are bound by this provision accordingly and that they, in turn, bind their own (sub-)suppliers so that all parties in the supply chain, including the manufacturer, are obligated to the same extent as the supplier.

## **9. Quality Management System**

**9.1** The supplier must comply with the current state of the art, applicable safety regulations (e.g. for the automotive industry—such as VDA standards—or aviation industry), general public legal provisions (such as the End-of-Life Vehicle Directive, Consumer Goods Ordinance, IMDS safety data, EU directives concerning the prohibition of heavy metals (2000/53/EC and 2002/525/EC), etc.), and all agreed technical data and other specifications.

**9.2** The supplier must implement an appropriate (process-oriented) quality management system—at minimum a certified system according to ISO 9001, and in the aerospace sector at least according to AS/EN 9100. An IATF 16949 certification should be pursued, and in the aerospace sector, a NADCAP certification is required for certain special processes as defined by the customer. The purchaser or a third party appointed by the purchaser has the right, given a legitimate interest and after consultation, to audit the effectiveness of the supplier's quality management system on site. Areas for which the supplier can demonstrate a legitimate confidentiality interest are excluded from such audits. The supplier expressly commits to complying with the latest version of VDA Volume 2 "Quality Assurance for Deliveries / Supplier

Selection / Quality Assurance Agreement / Production Process and Product Approval / Quality Performance in Series Production / Declaration of Substances.” Series delivery may only begin after the purchaser has given written approval of samples. Regardless, the supplier must verify the quality of the delivery items and perform an outgoing inspection. If the automotive or aerospace OEM requires additional or different tests, these shall be introduced in mutual agreement.

**9.3** The specifications, conditions of purchase ("Condition of Supply"), descriptions, etc., associated with the order are binding for the supplier. The supplier must review these for inconsistencies and immediately inform the purchaser in writing of any discovered or suspected errors. Failure to do so means the supplier cannot later cite such inconsistencies or errors. The supplier remains solely responsible for drawings, plans, and calculations it prepares, even if approved by the purchaser. In the case of the delivery of equipment, the supplier must hand over documentation concerning operation, maintenance, and repair at the latest upon delivery. CE marking must be affixed by the supplier.

**9.4** For vehicle or aircraft parts marked in technical documentation or in separate agreements as requiring documentation (documented parts), the supplier must keep special records of when, how, and by whom the items were tested with respect to their documented characteristics, and what results were obtained from the required quality tests. Test documentation must be retained for fifteen years (thirty years in the aerospace sector or, depending on customer requirements, LOP – “Life of Product,” unless otherwise agreed between the parties) and presented to the purchaser on request. The VDA publication “Documented Parts at Automotive Manufacturers and Their Suppliers – Implementation and Documentation” in its most recent version is referenced and forms part of the contract. The supplier must obligate its upstream suppliers in the same manner within legal limits.

**9.5** If authorities responsible for vehicle or aviation safety, emissions, or similar matters require access to the purchaser’s production process and inspection documentation to verify specific requirements, the supplier agrees, upon request by the purchaser, to grant such authorities equivalent rights of access to its premises and to provide all reasonable assistance.

**9.6** The supplier is obliged to provide the purchaser, in a timely manner, with all declarations necessary to determine the customs origin of the goods. The supplier shall be liable for any disadvantages suffered by the purchaser due to incorrect or late declarations, unless the supplier is not at fault. Upon request by the purchaser, the supplier must provide proof of its declarations of origin by means of a long-term supplier's declaration confirmed by the customs authority.

## **10. Retention of Title, Rights to Documents and Confidentiality**

**10.1** The purchaser is entitled to resell the delivered item in the ordinary course of business without recognizing any extended or prolonged retention of title or other forms of retention of title. The supplier must immediately disclose to the purchaser any third-party rights to the delivered item or parts thereof. This also applies to possible assignment of claims.

**10.2** The purchaser retains ownership and copyright of designs, internal standards or guidelines, analytical methods, formulas, models, calculations, and other documents and materials provided to the supplier during the performance or development of the contractual relationship or which the supplier otherwise becomes aware of.

**10.3** The supplier shall treat all documents received from the purchaser, as well as all other technical and business information entrusted to it during and after the business relationship, as strictly confidential. These may only be used for the purpose of fulfilling the respective contract, and the supplier shall impose equivalent obligations on its employees based on the “need-to-know” principle.

**10.4** The supplier is obliged to return all designs, standards, guidelines, analytical methods, formulas, illustrations, samples, calculations, and other documents and any copies thereof to the purchaser immediately after fulfillment of the order or at any time upon request.

**10.5** The forementioned obligations do not apply to information that was already known to the supplier, is publicly available, becomes known without the fault of the supplier, is lawfully obtained from third parties, or is developed independently by the supplier.

## **11. Data Protection**

**11.1** The supplier must comply with all applicable data protection laws and regulations. The supplier must inform its employees about the applicable data protection laws and policies. At the request of the purchaser, the supplier must provide the purchaser with the relevant declarations regarding compliance with data protection laws and/or grant access to verify compliance with data protection laws.

**11.2** In the event that the supplier receives or otherwise obtains personal data of the purchaser's employees (hereinafter referred to as "personal data") in the course of fulfilling the respective contract, the following provisions shall apply. If the processing of personal data is not carried out on behalf of the purchaser, the supplier is only entitled to process the personal data for the purpose of fulfilling the respective contract. The supplier is not permitted to process personal data for other purposes, particularly not to disclose them to third parties and/or to analyze them for its own purposes and/or to create profiles, unless such processing is permitted under applicable law.

**11.3** If and to the extent permitted under applicable law, the supplier is entitled to further process the personal data, in particular to transmit them to its affiliated companies for the purpose of fulfilling the respective contract. The supplier shall ensure that its employees only have access to the personal data if and to the extent that such access is necessary for the fulfillment of the respective contract (need-to-know principle).

**11.4** The supplier shall organize its internal structure in such a way that compliance with data protection requirements is ensured. In particular, the supplier must implement technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of personal data. The supplier shall not acquire any ownership rights or other rights to the personal data and shall be obliged under applicable law to correct, delete, and/or restrict the



processing of the personal data. The supplier shall have no right of retention with respect to personal data.

**11.5** In addition to its statutory obligations, the supplier is obliged to inform the purchaser without delay, but no later than within 24 hours of becoming aware, of any breach of the protection of personal data, especially in the case of data loss. Upon termination or expiration of the respective contract, the supplier must delete the personal data, including all copies thereof, in accordance with applicable law.

**11.6** Each party shall be responsible for the personal data within the meaning of the applicable data protection regulations for which it is considered the data controller. If personal data are processed by one party as a data processor on behalf of the other party as the data controller, the parties shall conclude a data processing agreement provided by the purchaser for this purpose, which is mandatory under the applicable data protection laws.

## **12. Rights to Work Results**

**12.1** The supplier grants the purchaser a non-exclusive, transferable, unlimited right of use—unrestricted in terms of geography, content, and time—for all work results related to the contract in all known media formats, including electronic media, the internet, and online media, and stored on all image, sound, and data carriers (hereinafter "work results"). These work results may be created either by the supplier or by third parties. The purchaser is especially entitled to exploit, reproduce, distribute, modify, or revise these work results in whole or in part, either by itself or by third parties. The purchaser also has the right to grant third parties the same full rights of use to the work results, in whole or in part, including interim changes and/or revisions. The supplier grants the purchaser the right to use the work results to the aforementioned extent, for all types of use, whether known at the time of commissioning or not. The statutory provisions apply. In particular, when acquiring licenses and intellectual work results—such as studies, specifications, requirements documents, specific software developments and adaptations—the purchaser obtains an unrestricted and irrevocable right to use all such work results within the purchaser's and its affiliated companies' premises.

**12.2** The registration and enforcement of industrial property rights for paid developments arising from the cooperation between the purchaser and the supplier shall be the sole responsibility of the purchaser. Inventions made by employees of the supplier during the term of the contractual relationship and in connection with contract execution must be claimed by the supplier accordingly. For unpaid developments, the supplier has the right to register rights; however, the purchaser shall be granted at least a non-exclusive, transferable, sublicensable, irrevocable, unlimited (in terms of geography, content, and scope) right of use free of charge. Any statutory inventor remuneration for employees must be borne by each contractual party for their own employees. Otherwise, the statutory provisions shall apply.

## **13. Installation, Maintenance, Inspection, and Repairs**

If installations, maintenance, inspections, repairs, etc. are carried out by the supplier at the purchaser's premises, the purchaser's safety and administrative regulations for external companies shall apply. If the purchaser does not provide such regulations before the start of the

work, the supplier must request them from the purchaser's occupational health and safety department. The purchaser assumes no liability for property used by the supplier or its employees.

#### **14. Third-Party Rights**

**14.1** The supplier warrants that no patents, copyrights, trademark rights, or other intellectual property rights of third parties are infringed, nor any third-party competition claims are triggered, in connection with its delivery or service. If the purchaser is nevertheless held liable by a third party for the infringement of such rights, the supplier shall indemnify the purchaser and its sublicensees or customers upon first written request from such claims and compensate the purchaser and its sublicensees or customers for all expenses and damages necessary to fulfill the claims, which can only be satisfied by the purchaser itself. The supplier shall modify its goods or services so that future infringements of third-party rights or competition claims are excluded or shall procure the appropriate rights of use for the purchaser, without incurring any additional cost to the purchaser.

**14.2** The purchaser is not entitled to make any agreements with the third party regarding the settlement of such claims for infringement of third-party rights—particularly to enter into a settlement—without the supplier's consent. The supplier's indemnification obligation covers all expenses necessarily incurred by the purchaser or a sublicensee as a result of or in connection with a third party's claim against the purchaser.

#### **15. Subcontractors**

Subcontractors may not be used or replaced by the supplier without the purchaser's prior written consent. If the supplier intends to engage subcontractors to fulfill the contract, it must notify the purchaser in writing when submitting its offer. The supplier remains responsible to the purchaser for the fulfillment of the contract by its subcontractors.

#### **16. Termination**

**16.1** If the contract is a continuing obligation, the purchaser may terminate the contract at any time without notice. Partial termination is also permitted, provided it is reasonable for the supplier.

**16.2** Any contract may be terminated without notice for good cause. Good cause exists in particular—but not exclusively—if (a) the supplier commits a material breach of contract that is not remedied within a reasonable period set by the purchaser following written notice; or (b) there is a significant deterioration in the financial condition of a party that threatens its ability to meet contractual obligations and/or fulfill its tax and/or social security obligations; or (c) the procurement or use of goods or services becomes fully or partially impermissible due to legal or regulatory requirements.

**16.3** If the supplier has received documents, records, plans, or drawings from the purchaser in connection with or for the purpose of fulfilling the contract, the supplier must return them to

the purchaser immediately upon termination of the contract. This also applies in the event of withdrawal from the contract.

**16.4** Any termination must be made in writing.

## **17. Legal Requirements under the Supply Chain Due Diligence Act and Principles of the Code of Conduct**

**17.1** Within the scope of its corporate responsibility, the supplier shall ensure compliance with all applicable laws and regulations during the manufacture of products and the provision of services. In addition, the supplier will adhere to the principles of responsible corporate governance.

**17.2** In particular, the supplier shall not participate in any form of bribery—neither actively nor passively, directly or indirectly. The supplier shall comply with all applicable basic standards in the areas of health, safety, labor, and human rights, and shall not tolerate child labor or violations of workers' fundamental rights. The supplier is responsible for occupational safety and health protection for its employees. Environmental resources must be handled carefully and responsibly. The supplier shall comply with fundamental environmental protection standards and strive for energy-efficient production processes and environmentally friendly materials. The supplier is obliged to comply with the standards and requirements of the purchaser's "Fiberpreg Code of Conduct – Business Partner Code of Conduct" and to support, to the best of its ability, the compliance of its own suppliers with these principles, particularly ensuring that its suppliers observe human rights and environmental due diligence obligations to avoid or minimize risks (collectively referred to as "risks") or to end violations of human rights or environmental obligations in accordance with the German Supply Chain Due Diligence Act ("Lieferkettensorgfaltspflichtengesetz" or "LKSG").

**17.3** The supplier undertakes to comply with the human rights and environmental obligations described in the LKSG and to avoid or minimize such risks and to end violations of these obligations. Furthermore, the supplier undertakes to instruct its executives and employees to comply with these obligations and to conduct training sessions for them on ensuring compliance.

**17.4** The purchaser reserves the right, after prior written notice, to conduct audits at the supplier's premises—either by itself or by third parties it engages—to verify and ensure the supplier's compliance with the obligations under this section 17. The supplier shall provide the purchaser and/or the authorized third party with all data, documents, and other information in written, oral, and/or electronic form that the purchaser and/or the third party reasonably requests for the audit.

**17.5** If the purchaser identifies or has reasonable suspicion or evidence of a human rights or environmental violation by the supplier or one of its contractors or suppliers at any level, the supplier shall take and implement appropriate corrective actions or require its contractors or suppliers to take and implement such actions as reasonably requested by the purchaser.

**17.6** The purchaser has the right to require that the supplier immediately (a) develop a remediation plan in cooperation with the purchaser to end the violation of a human rights or environmental obligation, including a specific timeline for such plan, and (b) implement the measures requested by the purchaser at its reasonable discretion to carry out this plan.

**17.7** The purchaser expressly reserves the right to terminate the contract with the supplier with immediate effect or to withdraw from the contract if (a) the supplier fails to meet its obligations under this section 17, or (b) the supplier seriously breaches human rights or environmental obligations, or (c) the implementation of the remediation plan fails to resolve the violation within the timeframe specified in the plan.

## **18. Minimum Wage Act and Employee Leasing Act**

The supplier is obligated to comply with the German Minimum Wage Act (*Mindestlohngesetz*) and the Posted Workers Act (*Arbeitnehmer-Entsendegesetz*) in their respective current versions. The supplier shall pay its employees wages in accordance with the applicable laws of the respective country and ensure that its own suppliers also commit to comply with these laws.

## **19. Severability Clause**

The invalidity or unenforceability of any provision or part of a provision of these General Terms and Conditions of Purchase (GTCP) shall not affect the validity of the remaining provisions. The parties agree to replace any invalid or unenforceable provision with a valid provision that comes as close as possible to the economic intent of the invalid one. The same applies to any contractual gaps.

## **20. Advertising**

The use of inquiries, orders, order confirmations from the purchaser, and related correspondence, as well as the existence of a business relationship, for advertising purposes is not permitted. The supplier may only advertise its business relationship with the purchaser or the purchaser's customers with the purchaser's prior written consent.

## **21. Place of Performance and Jurisdiction**

**21.1** The place of performance is the delivery location specified by the purchaser, unless otherwise stated in the order.

**21.2** The law of the Federal Republic of Germany shall apply exclusively, excluding the conflict of law rules under German private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) is excluded.

The place of jurisdiction is 89231 Neu-Ulm, Germany.