**General Terms and Conditions of Purchase of AVS Aggregatebau GmbH**

## 1. Scope of Application

1.1 These General Terms and Conditions of Purchase apply to all of our purchasing transactions (contracts in which we are the buyer) and to orders placed by us for deliveries and other services (contracts in which we are the client). These terms and conditions do not apply to our sales transactions or contracts with consumers. Any terms and conditions of the supplier that we do not acknowledge in writing by explicit confirmation are not binding on us, even if we do not expressly object to them. Our Terms and Conditions of Purchase also apply if we accept the delivery without reservation while being aware of the supplier's terms and conditions that conflict with or deviate from our Terms and Conditions of Purchase.

1.2 These terms and conditions, in their respective current version, also form the basis for all future purchasing transactions and orders pursuant to Section1.1, even if their inclusion is not expressly agreed upon again.

1.3 To the extent that these terms and conditions require "written form," the written form pursuant to Sections 127, 126(2) of the German Civil Code (BGB), or electronic form pursuant to Sections 127, 126a of the German Civil Code (BGB), or text form pursuant to Sections 127, 126b of the German Civil Code (BGB) is permissible.

## 2. Orders and Conclusion of Contracts

2.1 Our inquiries are non-binding and do not give rise to any claim to the conclusion of a contract.

2.2 The supplier must submit its offers in a binding manner and free of charge. The offers are binding for a period of at least one year from the date of receipt by us and are not subject to change; any reservation regarding the binding nature or modification of the offer is excluded. The offers must correspond to our inquiry and must be sent to us, in particular, by email, fax, or regular mail. The offer must specify a binding delivery date. The supplier must expressly point out any deviations from our request.

2.3 Information in our order and/or order documents that is based on an obvious error—namely, a clerical or calculation error—is not binding on us. The supplier must notify us of any obvious errors, clerical or calculation errors, or omissions in the order—including any missing order documents—prior to acceptance, so that the information can be corrected or completed. Otherwise, the contract shall be deemed not to have been concluded.

2.4 The supplier must accept our order within 7 days by confirming the binding delivery date. If the supplier does not accept our order within 7 days by sending written confirmation to **ab@avs.energy** , we are entitled to cancel our order.

2.5 The supplier must expressly point out any deviations from our order in its order confirmation. Deviations in the order confirmation from our order constitute a new offer and require our acceptance.

2.6 Our order number must be indicated on all contract documents, in particular the order confirmation, delivery note, and invoice.

## 3. Supplier's Duties to Provide Information, Notices, and Due Diligence

3.1 If the supplier has been informed of the intended use of the goods or services, or if this intended use is apparent to the supplier even without explicit notice, the supplier is obligated to inform us immediately if the supplier's goods or services are not suitable for fulfilling this intended use.

3.2 The supplier must immediately notify us in writing of any changes in the composition of the processed material or in the design compared to similar goods or services previously provided. The same applies to changes in product descriptions, product data sheets, etc., as well as to any changes that may have occurred at upstream suppliers.

3.3 Upon request, the supplier must disclose to us all upstream suppliers, vicarious agents, subcontractors, suppliers, and other third parties used to perform the contractual service who provide essential services necessary for the fulfillment of the contract. If the supplier intends to have services essential to the performance of the contract performed by third parties or to purchase such services from third parties, our prior consent is required.

## 4. Documentation

4.1 The supplier is obligated to provide us with the documentation for the goods free of charge. In particular, the supplier must send us all product descriptions, product data sheets, factory certificates, acceptance test certificates, and other essential product documentation and product records, spare parts lists, circuit diagrams, and operating and maintenance manuals no later than upon order confirmation to **doku@avs.energy** . Circuit diagrams must also be submitted in hard copy in duplicate in German without any identifying markings (neutral).

4.2 The supplier is obligated to provide, upon request and free of charge, a valid single-supplier declaration and/or a valid long-term supplier declaration (LLE) for the ordered goods.

4.3 We are entitled to reduce the invoice amount by 10% until the aforementioned documents are received.

## 5. Scope of Services for Design Work

5.1 If the supplier provides design services for us—including as part of a delivery or other work performance—the supplier must provide us with all CAD data and technical documentation created as part of the design (in particular, 3D models, individual part and assembly drawings, and bills of materials) in a fully editable format. The data must be provided in the native format of the CAD system used by the supplier, including the specific program version used, and—at our request—additionally in a neutral exchange format specified by us; the data must be provided no later than upon submission of the design documents for review and approval. The provision of surface models or other data formats with limited usability alone does not fulfill this obligation, unless expressly agreed otherwise in writing. The provision of the data and documents is included in the agreed-upon price for the design services.

5.2 Upon payment for the design services, the supplier grants us all rights of use necessary for the use of the CAD data and documents, without any restrictions as to time, location, or content. This includes, in particular, the right to use and process the data for review and approval, manufacturing, modification, maintenance, and spare parts supply, and to transfer it to our customers and third parties commissioned by us within the scope of the contractual purpose.

## 6. Delivery Times and Delays, Contractual Penalty

6.1 The delivery time specified in the purchase order is binding. The timeliness of the delivery is determined by the receipt of the goods at the delivery address specified by us.

6.2 The supplier is obligated to notify us immediately in writing if the delivery time specified in the order or otherwise agreed upon is unlikely to be met. The supplier must inform us immediately, stating the reasons, of the expected duration of the delay.

6.3 We are not obligated to accept partial deliveries and/or early deliveries or early performance.

6.4 If the supplier fails to perform its obligations or fails to do so within the agreed delivery period, or if it is in default, our rights—in particular the right to rescind the contract and to claim damages—shall be determined in accordance with statutory provisions. The provisions in Sections6.5 remain unaffected.

6.5 In the event of a delay in delivery, we are entitled, in addition to any further statutory claims, to demand lump-sum compensation for our damages resulting from the delay in the amount of 1% of the net price per completed calendar week, but not exceeding a total of 5% of the net price of the delayed goods. Further claims and rights, in particular the assertion of additional damages (damages resulting from delay), remain unaffected. If we are entitled to damages due to improper performance, the forfeited penalty shall be deemed the minimum amount of damages.

## 7. Place of Performance, Delivery, Transfer of Risk

7.1 Unless otherwise specified in the order, delivery of the goods shall be made DDP (Incoterms 2020) Ehingen. The specified or agreed-upon destination is also the place of performance for deliveries and any subsequent performance (obligation to deliver).

7.2 Each delivery must be accompanied by a delivery note specifying the date of issuance and shipment, order number, item number, delivery quantity, and delivery address. We are entitled to reject deliveries that are not accompanied by a proper delivery note and to refuse acceptance of the delivery.

7.3 The risk of accidental loss and accidental deterioration of the goods passes to us upon handover at the place of performance. If acceptance has been agreed upon, this shall be decisive for the transfer of risk.

## 8. Prices and Terms of Payment

8.1 The prices specified by us in the order are fixed prices and are binding. They include statutory sales tax unless this is shown separately.

8.2 Unless otherwise agreed in individual cases, the stated price includes all services and ancillary services necessary for the complete production and delivery of the services to be provided, such as costs for auxiliary materials, freight, customs duties, packaging materials, and transportation to the destination specified by us, as well as all expenses for carrying out the installation and assembly work required to make the goods operational. Costs for deviations, such as special difficulties or delivery/service provision on Sundays and holidays, must be agreed upon separately prior to acceptance of the order.

8.3 Invoices must be issued with the order details and sent to us at rechnung@avs.energy.

8.4 Unless otherwise agreed in individual cases, the agreed price is due for payment within 60 calendar days beginning upon complete delivery and performance, as well as any agreed acceptance and receipt of a proper invoice. If we make payments within 30 calendar days, we are entitled to deduct a 3% discount from the net amount of the invoice.

8.5 In the event of a defective or incomplete delivery, we are entitled, without prejudice to our other rights, to withhold payment on a pro rata basis until proper performance has been achieved. Payments do not constitute acknowledgment that the delivery or service complies with the contract.

8.6 In the event of any delay in payment, the statutory provisions shall apply. The interest rate on arrears shall be 5 percentage points above the respective base rate.

## 9. Confidentiality and Retention of Title

9.1 We reserve ownership and copyright in illustrations, plans, drawings, calculations, work instructions, product descriptions, and other documents, as well as in raw materials, tools, fixtures, and other items that we provide to the supplier. Such documents and items are to be used exclusively for the contractual performance and must be returned to us upon fulfillment of the contract. The documents and items may not be used for purposes other than those specified in the contract, reproduced, or made available to third parties.

9.2 The supplier must treat all technical and commercial information related to the contract as a trade secret within the meaning of the Trade Secrets Act (GeschGehG).

9.3 To the extent that items provided by us are processed or transformed by the supplier into a new movable item, we shall be deemed the manufacturer for purposes of ownership. In the event of a combination or inseparable blending with other items, we acquire co-ownership of the new item in proportion to the value the items had at the time of the combination or blending. If the combination or blending occurs in such a way that the supplier's items are to be regarded as the principal item, it is hereby agreed that the supplier shall transfer co-ownership to us on a pro rata basis.

9.4 The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the agreed price. However, if in individual cases we accept an offer from the supplier for transfer of ownership that is conditional upon payment of the purchase price, the supplier's retention of title shall expire no later than upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods even prior to payment of the purchase price, with the resulting claim being assigned in advance. All other forms of the supplier's retention of title are excluded, in particular extended retention of title, transferred retention of title, and retention of title extended to cover further processing.

9.5 The items and components provided must be handled with due care. Any damage, destruction, or loss must be reported to us immediately. The supplier is liable for any depreciation in value or loss incurred by the supplier or its agents.

## 10. Warranty, Liability for Material Defects

10.1 In the event of material defects or defects of title in the goods, including incorrect or short deliveries, improper assembly or installation, or defective instructions, and in the event of other breaches of duty by the supplier, the statutory provisions shall apply unless otherwise specified below.

10.2 The supplier is liable in accordance with statutory provisions, in particular, to ensure that the goods, upon transfer of risk, possess the agreed-upon quality, are suitable for the use intended under the contract, and are delivered with the agreed-upon accessories and instructions, including assembly and installation instructions. If product descriptions, drawings, design specifications, or other documents are attached to or referenced in our order, these shall be deemed to be agreements regarding quality incorporated into the contract. The provision of the data and documents owed pursuant to Section5 in the form specified therein is part of the agreed-upon quality.

10.3 The statutory provisions (§§ 377, 381 HGB) apply to the commercial duty to inspect and give notice of defects, subject to the following condition: Our obligation to inspect is limited to defects that become apparent during our incoming goods inspection through a visual examination, including the shipping documents, such as transport damage, obvious incorrect or short deliveries, or defects detectable during our quality control via random sampling. If an acceptance procedure has been agreed upon, there is no obligation to inspect. Notwithstanding our obligation to inspect, our notice of defect shall in any case be deemed to have been given promptly and in a timely manner if it is communicated within 30 business days of receipt of the delivery. In the case of hidden defects, the statutory obligations to give notice of defects apply, provided that such defects must be reported to the supplier within 30 days of their discovery.

10.4 If the supplier fails to fulfill its obligation to provide subsequent performance within a reasonable period set by us, we may remedy the defect ourselves and demand that the supplier reimburse the necessary expenses or provide a corresponding advance payment. If the supplier's subsequent performance has failed or is unreasonable for us, no deadline need be set. Such unreasonableness exists, in particular, in cases of special urgency, a threat to operational safety, or the imminent

occurrence of disproportionate damage.

10.5 If we have installed the defective item in another item or attached it to another item in accordance with its nature and intended use before the defect became apparent, the supplier is obligated, as part of the remedy, to reimburse us for the necessary expenses incurred in removing the defective item and installing or attaching the repaired or delivered defect-free item. Expenses that have been rendered futile in this regard, such as finishing work, are to be reimbursed.

10.6 The supplier must reimburse us for the necessary and reasonable expenses that we or our customers incur in connection with defects in the goods delivered by the supplier for the purpose of early damage prevention, defense, or mitigation (in particular in the context of product recalls). This does not apply to expenses arising from goodwill measures or customer service.

10.7 In the event of a material or legal defect, we are entitled, in accordance with statutory provisions, to demand subsequent performance, to reduce the purchase price or the remuneration for work performed, or to withdraw from the contract. Furthermore, we are entitled to the statutory claims for damages and reimbursement of expenses.

## 11. Third-Party Intellectual Property Rights

11.1 The supplier warrants that the delivered goods are free from third-party industrial property rights and copyrights.

11.2 If we or our customers are held liable by a third party for an infringement of such rights by the delivered goods, the supplier is obligated to indemnify us against such claims upon our first request. The indemnification obligation covers all expenses that we necessarily incur as a result of or in connection with the claim by a third party, including the costs of legal defense. The supplier reserves the right to prove that it is not responsible for the infringement of the third party's rights. We are not authorized to enter into settlements or other agreements with the third party without the supplier's consent.

## 12. Product Liability, Insurance

12.1 The supplier is obligated to indemnify us upon first request against any liability toward third parties or claims by third parties arising from the manufacture, delivery, storage, or use of the delivered goods. The foregoing indemnification obligation does not apply if the claim is based on a grossly negligent or intentional breach of duty on our part.

12.2 The supplier undertakes to maintain insurance policies with an insurance company licensed in the European Union that adequately cover its liability risks arising from the business relationship with us. The Supplier undertakes, in particular, to obtain and maintain throughout the term of the contractual relationship business liability and product liability insurance covering personal injury, property damage, and financial loss, with a minimum coverage amount of €5,000,000 (five million euros) per claim and a maximum aggregate limit of twice that amount for all claims in a single insurance year. Upon our request, the supplier must provide us with proof of insurance. Any further claims for damages remain unaffected.

## 13. Occupational Safety and Environmental Protection

13.1 Packaging and other waste (consumables and auxiliary materials) must be reusable or recyclable by us free of charge in accordance with the applicable provisions of the German Packaging Ordinance and other regulations.

13.2 All deliveries must comply with the laws, ordinances, and other regulations applicable to us. The supplier is obligated to execute the order in such a way that environmental protection, accident prevention, and occupational safety regulations (including regulations of the employers' liability insurance associations) as well as generally accepted safety and occupational health rules are observed. At our request, the supplier must provide, at its own expense, evidence of compliance with these provisions.

13.3 The supplier agrees, at our request, to provide us or a third party designated by us, free of charge, with samples of the materials or substances it uses for inspection. The supplier shall bear the costs of this inspection if it is determined that the materials or substances it has used do not comply with the terms of the contract. We reserve the right to assert further claims for damages.

## 14. Compliance with Legal Requirements

14.1 The supplier undertakes to ensure and document that all processes, products, goods, and services provided or delivered comply with the applicable legal and regulatory requirements of the exporting country, the importing country, and the country of destination. Any applicable product safety requirements must also be met.

14.2 The supplier undertakes to comply with the legally prescribed data protection provisions under the GDPR and the BDSG.

14.3 In particular, the supplier must ensure that the delivered goods meet the requirements of EU Directive 2011/65/EU (RoHS) and Regulation (EC) No. 1907/2006 (REACH Regulation). Corresponding evidence must be submitted unsolicited.

## 15. Compliance with the Minimum Wage Act

15.1 The supplier undertakes and shall ensure, in the performance of its orders, that it complies with all obligations incumbent upon it under the Minimum Wage Act (MiLoG) and pays the minimum wage at the rate prescribed by law. Furthermore, the supplier shall ensure that any subcontractors and temporary staffing agencies it engages also comply with the statutory provisions regarding the minimum wage.

15.2 Upon our written request, the supplier shall provide us with evidence of compliance with the applicable provisions in an appropriate form, while taking into account confidentiality obligations and trade secrets.

15.3 The supplier shall indemnify us upon first request against any claims asserted against us by third parties in connection with the supplier's violations of the MiLoG.

15.4 In the event of a grossly negligent or intentional breach by the supplier of the aforementioned obligations, we are entitled to terminate the relevant order or contractual relationship without notice.

## 16. Statute of Limitations

16.1 The mutual claims of the parties shall be subject to the statute of limitations in accordance with statutory provisions, unless otherwise specified below.

16.2 Notwithstanding Section 438(1)(3) of the German Civil Code (BGB) and Section 634a(1)(1) of the German Civil Code (BGB), the statute of limitations for claims for defects is three years from the transfer of risk. If acceptance has been agreed upon, the statute of limitations begins upon acceptance. Claims arising from defects of title are subject to the statute of limitations in accordance with the foregoing provision.

## 17. Termination and Cancellation of Orders

17.1 If we commission the supplier to perform work, we may terminate the contract at any time until the commissioned work is completed. If we commission the supplier to provide services, we may terminate the contract by giving one month's notice to the end of the month, unless different notice periods apply by law. In the case of services of a higher nature that are entrusted on the basis of special personal trust, we may terminate the contract at any time.

17.2 In the event of termination, the following applies to compensation: For work performed, the supplier is entitled to the agreed-upon compensation less any expenses that the supplier saves as a result of the termination of the contract or earns through the alternative use of their labor, or maliciously fails to earn. For services, the supplier is entitled only to that portion of the agreed-upon compensation that corresponds to the services rendered up to the date of termination. We are entitled to make use of the services rendered up to the date of termination upon payment of the compensation owed.

17.3 If we terminate the contract for good cause due to a culpable breach of duty by the supplier, the supplier shall have no claim to compensation for the services it has rendered. This shall not apply to the extent that the services rendered have independent economic value for us.

## 18. Set-off, Rights of Retention, Assignment

18.1 We are entitled to set-off and retention rights, as well as the defense of non-performance of the contract, to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the supplier arising from incomplete or defective services.

18.2 The supplier has a right of set-off or retention only with respect to counterclaims that have been legally established or are undisputed.

18.3 To the extent permitted by law, the supplier requires our prior written consent to assign claims against us. Section 354a of the German Commercial Code (HGB) remains unaffected. In any case, we are entitled to make payments to the supplier or to set off against counterclaims even after notification of an assignment with debt-discharging effect.

## 19. Severability Clause

Should one or more of the provisions of this contract, other than the principal obligations, be or become invalid, this shall not affect the validity of the remaining provisions of this contract. In such a case, the parties agree to negotiate a new provision that comes as

close as possible to the economic purpose of the invalid provision and that they would have agreed upon had they been aware of the invalidity.

## 20. Place of Jurisdiction, Governing Law, Contract Language

20.1 The place of performance and venue for all disputes arising from the contractual relationship shall be our registered office, provided that the Client is a registered merchant, a legal entity under public law, or a special fund under public law.

20.2 The contractual relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules of private international law. The language of the contract is German. The German version of these terms and conditions shall be solely authoritative for the contractual relationship.

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