

GENERAL TERMS AND CONDITIONS OF PURCHASE KERPEN DATACOM GmbH

Version: 1 September 2026

1. Scope of Application

- 1.1. These General Terms and Conditions of Purchase ("GTCP") apply to all contracts, deliveries and services provided to KERPEN DATACOM GmbH ("KERPEN") and to all future business relationships, without any need for renewed agreement. They shall not apply to consumers within the meaning of Section 13 of the German Civil Code (BGB).
- 1.2. The Supplier's general terms and conditions shall not apply, even if KERPEN does not expressly object to them. The unconditional receipt of goods, services or payments shall not constitute consent.

2. Conclusion of Contract

- 2.1. Orders and their acceptance must be in writing (including by email). Any deviating individual arrangements shall be confirmed in writing without undue delay. Offers submitted by the Supplier must conform to KERPEN's enquiry or expressly identify any deviations; they shall be free of charge to KERPEN.
- 2.2. KERPEN shall be bound by an order for one week. Delivery call-offs shall become binding if the Supplier does not object within one week of receipt. Delivery call-offs may also be made by remote data transmission.
- 2.3. Before performance, KERPEN may require changes to the delivery item, quantity or specification, provided that such changes are reasonable for the Supplier. Any additional costs or effects on delivery dates shall be agreed by mutual consent.

3. Prices and Terms of Payment

- 3.1. The agreed prices are fixed prices plus statutory VAT, delivered free to KERPEN's receiving point (DDP in accordance with Incoterms® 2020), including packaging, unless otherwise agreed in writing.
- 3.2. Payment periods shall be agreed individually. The invoice must comply with the VAT law requirements of the country in which the invoice is issued. Payment shall be made subject to verification of the invoice. Unless a different payment period has been agreed, the invoice shall be due for payment within 30 days of receipt of the goods and receipt of a proper and verifiable invoice.
- 3.3. The Supplier shall have rights of set-off or retention only in respect of counterclaims that are undisputed or have been established by final and binding judgment, limited to claims arising from the respective contract. The assignment of claims against KERPEN without consent shall be permitted only in the case of an extended retention of title; KERPEN may make payment with discharging effect to the Supplier or to the assignee.

4. Deliveries, Delivery Times and Passing of Risk

- 4.1. Deliveries shall as a rule be made from the Supplier's own production or stock. Partial deliveries require the consent of KERPEN.
- 4.2. The agreed delivery time is binding. It shall be deemed to have been met when the goods are received by KERPEN or, in the case of work subject to acceptance, upon acceptance. In the event of delay, KERPEN may – subject to proof of a greater loss – claim liquidated damages for delay amounting to 0.5 % of the order value for each commenced week of delay, up to a maximum of 10 % of the order value. The Supplier shall remain entitled to prove that no loss or a lesser loss has been incurred.
- 4.3. If the Supplier fails to perform after expiry of a 14-day grace period, KERPEN may rescind the contract and claim damages in lieu of performance in the form of liquidated damages of up to 25 % of the order value (less any liquidated damages for delay already claimed under Clause 4.2). Each party shall remain entitled to prove that a different amount of loss has been incurred.
- 4.4. All rights in and to the deliveries and services shall vest exclusively in KERPEN.
- 4.5. Unless KERPEN carries out the transport itself, risk shall pass to KERPEN upon handover of the goods at the agreed place of receipt.

5. Retention of Title, Provision of Tools and Means of Production

- 5.1. Tools, models, templates and other operating equipment provided by KERPEN shall remain KERPEN's property and shall be marked accordingly. They shall be used exclusively for the performance of the contract. Any processing shall be carried out on behalf of KERPEN; KERPEN shall acquire co-ownership in the ratio of the value of the item provided to the value of the other items processed at the time of processing. The Supplier shall hold KERPEN's co-ownership in safe custody free of charge.
- 5.2. The Supplier may not sell, pledge, transfer by way of security, lease or otherwise make available to third parties any items provided by KERPEN without KERPEN's prior written consent. The Supplier shall inform KERPEN without undue delay if third parties gain access to such items (in particular by way of attachment or by asserting a statutory lien (Unternehmerpfandrecht)), and shall bear the costs of defending against such access and, where applicable, of recovery.

- 5.3. KERPEN shall be entitled to the immediate return of the items provided if the Supplier's financial position deteriorates, if the Supplier handles those items in breach of contract or if the contract is terminated.
- 5.4. KERPEN accepts a retention of title by the Supplier in respect of delivered goods only as a simple retention of title or as an extended retention of title covering processing and resale. An expanded retention of title (current-account retention) and a group retention of title in favour of affiliated companies of the Supplier shall not apply.

6. Confidentiality, Information Security and Security in the Supply Chain

- 6.1. The Supplier shall treat all non-public commercial and technical information arising from the business relationship as trade secrets within the meaning of the German Trade Secrets Act (GeschGehG) and shall keep such information confidential, including after the end of the supply relationship. The Supplier shall impose the same obligation on its employees, agents and sub-suppliers. Documents, samples, tools and means of production originating from KERPEN shall remain KERPEN's property.
- 6.2. Means of production, documents and confidential information provided or financed by KERPEN may not be used for deliveries to third parties without KERPEN's written consent.
- 6.3. The Supplier shall implement and maintain an appropriate information security management system that is at least commensurate with the relevant protection requirements and, where customary in the industry or agreed, complies with the requirements of ISO/IEC 27001 or the VDA ISA catalogue. KERPEN shall be entitled to verify compliance at any time; recognised evidence of compliance (e.g. a TISAX certificate) will be accepted.
- 6.4. The Supplier shall ensure the security of its supply chain, comply with all relevant statutory requirements and, in particular, implement measures against unauthorised access, tampering and smuggling.

7. Quality and Documentation

- 7.1. The Supplier shall provide deliveries and services in compliance with all relevant laws, regulatory requirements and the agreed technical specifications. Changes to the delivery item require the prior written consent of KERPEN.
- 7.2. For initial sample inspections, VDA Volume 2 (current edition) or AIAG PPAP (current version) shall apply where customary in the industry or agreed; otherwise, initial samples shall be inspected and approved in a procedure appropriate to the delivery item. The Supplier shall monitor quality on an ongoing basis. The Supplier and KERPEN shall inform each other of opportunities for quality improvement.
- 7.3. Inspection and quality documentation shall be retained for at least 15 years after the end of production or after expiry of any agreed spare-parts supply obligation and shall be submitted to KERPEN upon request. This obligation shall also be imposed on upstream suppliers and sub-suppliers.
- 7.4. The Supplier shall maintain a certified quality management system in accordance with DIN EN ISO 9001 (current version) and shall notify KERPEN without undue delay of any loss of or change to a certification. Where contractually agreed, further standards (e.g. IATF 16949) shall apply accordingly. The Supplier shall perform an outgoing inspection of delivery items prior to dispatch.
- 7.5. KERPEN and third parties designated by KERPEN and bound by confidentiality obligations (customers, authorities and consultants) shall be entitled, following prior notice and coordination, to conduct system, process and product audits at the Supplier's premises and – where necessary – at the premises of sub-suppliers. Rights of access and inspection shall be limited to the areas required, shall safeguard trade secrets and shall be exercised during business hours. KERPEN's contractual and statutory rights shall remain unaffected.

8. Competitiveness

Throughout the term of the contract, the deliveries covered by the contract must withstand an objective competitive comparison in terms of technical requirements, delivery quality, delivery reliability and price. KERPEN shall be entitled to assess this competitiveness on the market and may also use the Supplier's documents for this purpose.

9. Intellectual Property Rights

- 9.1. The Supplier warrants that the delivery items do not infringe any intellectual property rights or published applications for intellectual property rights of third parties.
- 9.2. The Supplier shall indemnify KERPEN and its customers against all claims arising from the use of such intellectual property rights.
- 9.3. Clause 9.2 shall not apply to the extent that the Supplier manufactured the items in accordance with KERPEN's specifications and neither knew nor, in connection with products developed by the Supplier, ought to have known of an infringement of intellectual property rights.
- 9.4. The parties shall inform each other without undue delay of any known risk of infringement and shall cooperate by mutual agreement in defending against such infringement. Upon request, the Supplier shall inform KERPEN in writing of any intellectual property rights owned or licensed by the Supplier and used in relation to the delivery item.

10. Incoming Goods Inspection

- 10.1. KERPEN shall inspect delivery items without undue delay after delivery for apparent defects (random visual inspection, identity, quantity and transport damage externally apparent on the packaging). If the Supplier has agreed to perform an outgoing goods inspection, KERPEN's incoming goods inspection shall be limited to transport damage and to verifying quantity and identity against the delivery note.

- 10.2.** Defects discovered during the incoming goods inspection shall be notified without undue delay; hidden defects shall be notified within two weeks of discovery. No further duties of inspection or notification shall apply. The Supplier waives any defence based on late notification of defects **within the scope of the foregoing duties**.

11. Liability for Defects

- 11.1.** Claims for defects shall become time-barred 36 months after the passing of risk pursuant to Clause 4.5. If the Supplier rectifies a defect or supplies replacement goods in performance of its obligation to remedy defects, the limitation period shall recommence in respect of the defect concerned.
- 11.2.** The Supplier shall be given an opportunity to rectify the defect unless this would be unreasonable for KERPEN. If rectification fails, is refused or is unreasonably delayed, KERPEN may, without setting a further deadline, rescind the contract, remedy the defect itself or have it remedied by a third party at the Supplier's expense, and claim damages. If identical goods are repeatedly defective, KERPEN shall be entitled, after issuing a written warning, also to rescind subsequent contracts that have not yet been performed.
- 11.3.** The Supplier shall, free of charge, assist KERPEN in defending against product liability and producer liability claims and shall indemnify KERPEN to the extent that KERPEN's exposure is attributable to a product or product component supplied by the Supplier; where the Supplier is only partly responsible, the indemnity shall apply in proportion to the Supplier's share of causation. The Supplier shall be liable for recall measures in proportion to its share of causation.
- 11.4.** Claims for damages by the Supplier against KERPEN are excluded, except in respect of loss resulting from death, personal injury or damage to health and loss resulting from grossly negligent or intentional breaches of duty by KERPEN, its legal representatives or vicarious agents. In the event of a slightly negligent breach of a material contractual obligation, KERPEN's liability shall be limited to loss that was foreseeable and typical for this type of contract.
- 11.5.** For the duration of the business relationship and for at least three years thereafter, the Supplier shall maintain commercial and product liability insurance commensurate with the liability risk associated with its deliveries and services, including cover for recall costs. For deliveries involving a significant liability risk, in particular safety-related components or components incorporated into KERPEN's end products, the minimum cover shall be EUR 5,000,000 per personal injury and property damage claim; in all other cases, cover commensurate with the order volume and the risk shall suffice. Upon request, the Supplier shall provide evidence of the insurance by submitting a certificate of insurance and shall notify KERPEN without undue delay of any cancellation or material reduction in insurance cover. The insurance shall not limit the Supplier's liability towards KERPEN.

12. Sub-Suppliers and Upstream Suppliers

- 12.1.** The Supplier shall as a rule manufacture the delivery items itself. The involvement of sub-suppliers or upstream suppliers requires the consent of KERPEN.
- 12.2.** If the Supplier procures goods or services from third parties, it shall continuously check them for defects. If KERPEN asserts rights on account of defective delivery items, the Supplier shall be responsible for the fault of its sub-suppliers and upstream suppliers to the same extent as for its own fault.

13. Substance and Material Data Management

- 13.1.** The Supplier shall ensure appropriate traceability of the relevant substances and materials used in the delivered products and shall make corresponding documentation available to KERPEN upon request in a suitable form.
- 13.2.** The Supplier shall observe and comply with all provisions concerning substances subject to declaration, restriction or prohibition that apply to the delivered products and their packaging at the time of delivery, in particular REACH (Regulation (EC) 1907/2006), RoHS (Directive 2011/65/EU), POPs (Regulation (EU) 2019/1021) and any other applicable substance-related requirements. Customer-specific, market-related or other substance restrictions and declaration obligations communicated by KERPEN, in particular concerning substances of very high concern (SVHC), PFAS, TSCA or other international substance regulations, shall be taken into account to the extent that they are relevant to the delivered products.
- 13.3.** The Supplier shall disclose the use of conflict minerals in accordance with Dodd-Frank Act Section 1502 and Regulation (EU) 2017/821 (tin, tantalum, tungsten, gold – 3TG), to the extent these are relevant to the delivered products, and shall make the necessary documents and information available to KERPEN in a suitable form or in a form customary in the industry, in particular in accordance with IPC-1752A or an equivalent material declaration format.
- 13.4.** KERPEN may submit product-, material-, customer- or supplier-specific compliance enquiries to the extent necessary to verify substance, material or product compliance. The Supplier shall respond to such enquiries completely and correctly within a reasonable period and in any event within 20 working days and shall provide the evidence required for this purpose. Upon request, the Supplier shall provide KERPEN with the SCIP number pursuant to Article 9(1)(i) of the Waste Framework Directive (2008/98/EC) for articles containing substances of very high concern (SVHC) in a concentration exceeding 0.1 % by weight.
- 13.5.** The Supplier undertakes to inform KERPEN without undue delay, and no later than four weeks before the first delivery with the changed composition, if the material composition of the delivered products changes or if there is a change in the upstream suppliers it uses that could affect the substance compliance of the delivered products. In the event of material changes, KERPEN reserves the right to require renewed approval of the delivered products.

14. Packaging

The Supplier shall comply with the requirements of the German Packaging Act (VerpackG) or, as from 12 August 2026, the German Packaging Law Implementation Act (VerpackDG), as well as Regulation (EU) 2025/40 (PPWR). The Supplier shall be registered and shall participate in a compliance scheme in respect of its sales and transport packaging and shall provide evidence thereof upon request. Upon request, the Supplier shall provide KERPEN with the packaging data required to fulfil the obligations under the VerpackG/VerpackDG and the PPWR and shall take back transport packaging provided by KERPEN.

15. Export Control, Customs and Origin of Goods

- 15.1.** The Supplier shall inform KERPEN of all export restrictions in the country of manufacture and the country of dispatch, in particular dual-use classifications under Regulation (EU) 2021/821 (or relevant successor provisions), US export control law (EAR/ITAR) and applicable sanctions regimes. Classification numbers (e.g. AL number, ECCN) shall be stated on invoices and delivery notes.
- 15.2.** For each delivery, the Supplier shall issue the required proof of preferential origin (e.g. EUR.1 or an origin declaration on the invoice) and, upon request, proof of non-preferential origin. KERPEN shall be informed in writing without undue delay of any change in origin. A long-term supplier's declaration shall be issued annually.
- 15.3.** The Supplier shall ensure that the goods are properly marked and shall provide, without undue delay and at its own expense, all documents and information required for import and export (e.g. evidence of CE conformity, manufacturer details and origin details).
- 15.4.** The Supplier warrants that neither the delivered goods nor any input materials contained in them are subject to an import, acquisition or carriage prohibition applicable in the EU, in particular the import prohibition for iron and steel products under Article 3g of Regulation (EU) No 833/2014. Without being requested to do so, the Supplier shall provide KERPEN with suitable documents required to comply with any customs-law evidentiary obligations, in particular evidence of the non-Russian origin of the iron and steel input products used (e.g. a mill test certificate or another commercial document suitable as evidence). The Supplier shall also comply with the EU sanctions and export control provisions applicable in each individual case and shall indemnify KERPEN against all losses, fines and costs arising from a breach of the foregoing warranties.

16. Social Responsibility and Sustainability

- 16.1.** It is of fundamental importance to KERPEN that, within its supply relationships, due regard is given to social responsibility towards its own employees, the employees of its contracting partners and suppliers, and society as a whole.
- 16.2.** KERPEN and the Supplier undertake to act in accordance with the guidelines of the UN Global Compact initiative. Of particular importance are respect for human dignity and human rights, the prohibition of child labour and forced labour, the prohibition of discrimination, freedom of association, compliance with relevant standards concerning remuneration, working hours and health protection, environmental protection and the fight against corruption. The Supplier shall ensure compliance with these principles within its company and shall endeavour to ensure that its sub-suppliers also comply with these requirements.
- 16.3.** The Supplier shall comply with the requirements of the German Supply Chain Due Diligence Act (LkSG) and of the EU Corporate Sustainability Due Diligence Directive (CSDDD, Directive (EU) 2024/1760) as well as of any national implementing legislation. The Supplier shall support KERPEN in fulfilling its own due diligence obligations, in particular by providing the necessary information and evidence upon request.
- 16.4.** Serious or repeated breaches of the obligations set out in Clauses 16.2 to 16.3 shall entitle KERPEN to terminate both individual agreements and framework agreements with the Supplier without notice for good cause.

17. Right of Rescission (Rücktritt)

If the Supplier fails to render the performance owed or fails to render it in conformity with the contract, KERPEN shall be entitled, after a deadline set for performance has expired without result, to rescind the contract in respect of the unperformed part. No deadline need be set if (i) the Supplier seriously and definitively refuses performance, (ii) timely performance was recognisably essential for KERPEN and the Supplier was aware of this, (iii) a material deterioration in the Supplier's financial position jeopardises performance of the contract, or (iv) an application for insolvency proceedings in respect of the Supplier's assets has been filed and rejected for insufficiency of assets. KERPEN's statutory rights and claims shall not be limited by this Clause 17.

18. Force Majeure

- 18.1.** Force majeure within the meaning of this Clause means extraordinary events beyond the control of the affected party that were not foreseeable at the time the contract was concluded and cannot be averted despite reasonable efforts, including in particular natural disasters, war, terrorism, governmental measures, pandemics and operational disruptions caused by cyberattacks. Supply shortages or performance disruptions affecting the Supplier's upstream suppliers shall generally not constitute force majeure for the Supplier unless the upstream supplier is itself affected by an event within the meaning of sentence 1 and no reasonable alternative source of supply was available to the Supplier.
- 18.2.** The affected party shall inform the other party in writing without undue delay of the occurrence, expected duration and effects of the event and shall provide evidence thereof upon request.
- 18.3.** For the duration and to the extent of the proven impairment, the respective performance obligations shall be suspended; the parties shall work towards a proportionate adjustment of quantity, price or delivery date. KERPEN shall be entitled to procure the affected part of the performance elsewhere by way of a cover purchase.
- 18.4.** If the disruption continues for more than four weeks, either party may rescind the contract in respect of the affected part of the performance.

19. Place of Performance, Place of Jurisdiction

- 19.1.** The place of performance shall be KERPEN's place of business.
- 19.2.** The exclusive place of jurisdiction for all disputes arising out of or in connection with the supply contract shall be KERPEN's registered office. KERPEN shall be entitled, at its option, also to bring proceedings at the Supplier's registered office.

20. Choice of Law

The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of its conflict-of-laws rules. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

21. Data Protection

KERPEN processes personal data relating to the Supplier's contact persons in the course of the business relationship in accordance with Articles 13 and 14 GDPR; further information is available upon request. Where personal data are processed on behalf of a controller in the course of the business relationship (e.g. in connection with IT or logistics services), the parties shall enter into a separate data processing agreement pursuant to Article 28 GDPR before processing begins.

22. Miscellaneous

- 22.1.** Any transfer of the Supplier's rights and obligations under contracts with KERPEN shall require KERPEN's written consent in order to be effective. If the Supplier assigns a claim without consent contrary to sentence 1, the assignment shall nevertheless be effective; KERPEN may, at its option, make payment with discharging effect to the Supplier or the assignee.
- 22.2.** The language of the contract is German. In the event of any discrepancy in content between a German-language version and a foreign-language version, the German-language version shall prevail.
- 22.3.** Should any provision of these GTCP be or become void or invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to its commercial purpose.
- 22.4.** Amendments and supplements to these GTCP must be made in writing. This shall also apply to any agreement to waive the requirement of writing itself.