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Preamble

These general terms and conditions of purchase apply to business transactions with entrepreneurs, legal entities under public law and special funds under public law for the regulation of purchasing transactions by companies in the FRIWO Group (FRIWO Gerätebau GmbH and its affiliated companies). The contracting FRIWO entity is determined by the specific order.

1§ General

FRIWO's terms and conditions of purchase apply exclusively; FRIWO only recognizes any general terms and conditions of the supplier that conflict with or deviate from these terms and conditions of purchase to the extent that FRIWO has expressly agreed to them in writing. The acceptance of goods or services from the supplier (hereinafter referred to as the subject matter of the contract) or payment for them does not constitute consent, even if the acceptance or payment is made in the knowledge of conflicting or supplementary contractual terms and conditions of the supplier. Similarly, any previously agreed contractual terms and conditions of the supplier that conflict with or supplement these Terms and Conditions of Purchase shall no longer be recognized.

2§ Conclusion of contract and contract amendments

- I. Orders, contracts, and delivery schedules, as well as any amendments and additions there-to, must be made in writing.
- II. Verbal agreements of any kind - including subsequent amendments and additions to FRIWO's terms and conditions of purchase - require FRIWO's written confirmation to be valid.
- III. The written form requirement is also fulfilled by fax, remote data transmission, or email.
- IV. Cost estimates are binding and not subject to remuneration unless expressly agreed otherwise.
- V. If the supplier does not accept the order within two weeks of receipt, FRIWO shall be entitled to revoke it.

3§ Delivery

- I. Agreed dates and deadlines are binding. The date of receipt of the goods by FRIWO shall be decisive for compliance with the delivery date or delivery period. If delivery "free works" (DAP or DDP in accordance with Incoterms® 2020) has not been agreed, the supplier shall make the goods available in good time, taking into account the time for loading and shipping to be agreed with the carrier.

- II. If agreed dates are not met, the statutory provisions shall apply. If the supplier anticipates difficulties with regard to production, supply of raw materials, compliance with the delivery date, or similar circumstances that could prevent it from delivering on time or in the agreed quality, the supplier must notify FRIWO immediately.
- III. The unconditional acceptance of the delayed delivery or service and the joint determination of a different delivery date that takes the delay into account does not constitute a waiver of FRIWO's claims for compensation due to the delayed delivery or service; This shall apply until full payment of the remuneration owed by FRIWO for the delivery or service concerned.
- IV. Partial deliveries are generally not permitted unless FRIWO has expressly agreed to them or they are reasonable for FRIWO.
- V. Unless otherwise proven, the values determined by FRIWO during the incoming goods inspection shall be decisive for quantities, weights, and dimensions.
- VI. In the event of delay, the supplier shall owe a lump-sum contractual penalty of 0.5% per week or part thereof, up to a maximum of 5% of the net order value; further damages remain reserved.

4§ Force majeure

- I. Force majeure, operational disruptions through no fault of FRIWO, unrest, official measures, and other unavoidable events such as pandemics release FRIWO from its obligation to accept ordered goods or services on time for the duration of the event. Both parties are obliged to provide each other with the necessary and reasonable information without delay and to temporarily adjust their obligations in good faith to the changed circumstances, in particular to any changes in market requirements. During such events and within two weeks after their end, FRIWO shall be entitled, without prejudice to its other rights, to withdraw from the contract in whole or in part if an adjustment is not appropriate, provided that these events are not of insignificant duration.
- II. The provisions of §4 I shall also apply in the event of labor disputes.

5§ Shipping notification and invoice

The information contained in FRIWO's orders and delivery schedules shall apply. The invoice shall be sent in a single copy, stating the invoice number and other identifying details, to the address printed on the invoice; it must not be enclosed with the shipment.

6§ Pricing and transfer of risk

Unless otherwise agreed, prices are quoted delivered to the named place of delivery "Free Carrier" (FCA according to Incoterms® 2020) including packaging. Sales tax is not included. The supplier bears the risk of damage to the goods until they have been loaded onto a means of transport provided by FRIWO or FRIWO's agent or, depending on the agreement, until the place to which the goods are to be delivered in accordance with the order.

7§ Terms of payment

- I. Unless otherwise agreed, payment shall be made within 90 days of receipt of a valid invoice sent to the billing address specified by FRIWO. Payment shall be made subject to invoice verification and after receipt of the goods or provision of the service.
- II. FRIWO is entitled to offset and retain payments to the extent permitted by law. Assignments by the supplier require prior consent (except for § 354a HGB). The supplier's rights of retention shall only exist in respect of undisputed or legally established counterclaims.

8§ Notification of defects

- I. Upon receipt of goods, FRIWO shall inspect the goods only for obvious damage, in particular transport damage, and deviations in the identity and quantity of the delivery, unless otherwise agreed with the supplier.
- II. FRIWO shall report defects without undue delay upon discovery.
- III. The supplier waives the right to object to late notification of defects in this respect.

9§ Claims for defects

- I. The statutory provisions on material defects and defects of title shall apply unless otherwise specified below.
- II. FRIWO shall be entitled to choose the type of subsequent performance. The place of performance for subsequent performance shall be the intended location of the item. This is the place where the item is located at the time of notification of the defect.
- III. If the supplier does not begin to remedy the defect after FRIWO's request to do so, FRIWO shall be entitled, in urgent cases after setting a reasonably short deadline for remedy, in particular to avert acute dangers or avoid major damage, to remedy the defect itself or have it remedied by third parties at the supplier's expense.
- IV. The supplier shall indemnify FRIWO against claims by third parties for infringement of third-party rights by the subject matter of the contract, unless the supplier proves that it is not responsible for the infringement. In addition, the supplier shall, upon request, immediately provide FRIWO with the information and documents relating to its services that are neces-

sary for the defense against such third-party claims. The supplier shall support the freedom from third-party intellectual property rights in relation to the subject matter of the contract by taking appropriate measures, such as researching third-party intellectual property rights, and shall provide FRIWO with the relevant documents and analysis materials upon request.

- V. The limitation period for indemnification claims is three years. The limitation period for indemnification claims begins at the end of the year in which the claim arose and FRIWO became aware of the circumstances giving rise to the claim and the identity of the debt or should have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence. This also applies to the aforementioned additional claim for information and documents.
- VI. Claims for material defects shall become time-barred after 3 years, unless the item has been used for a building in accordance with its normal use and has caused its defectiveness. Except in cases of fraudulent intent, the limitation period shall commence upon delivery of the contractual item (transfer of risk). Any longer statutory limitation periods shall take precedence.
- VII. The provision of §9 V (Limitation period for indemnification claims) shall apply mutatis mutandis to claims for defects of title. Any longer statutory limitation periods shall take precedence.
- VIII. If the supplier fulfills its obligation to provide subsequent performance by means of a replacement delivery, the limitation period for the goods delivered as a replacement shall commence anew upon delivery, unless the supplier has expressly and correctly reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes, or in the interest of continuing the delivery relationship.
- IX. Within the scope of subsequent performance, the supplier shall bear the costs of transport, travel, labor, installation, removal, and materials. If FRIWO incurs costs and expenses in connection with the repair or replacement of the contractual item as a result of a defective delivery, which FRIWO could reasonably have incurred, in particular costs and expenses for sorting, for an incoming inspection exceeding the usual scope, for the examination and analysis of the defect, as well as costs for consulting external or internal personnel, the supplier shall bear these costs unless it is not responsible for the defect. Any contributory negligence on the part of FRIWO shall be taken into account when determining the reimbursable costs in accordance with §254 BGB (German Civil Code).
- X. The supplier shall be responsible for the negligence of its subcontractors as if it were its own negligence.

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10§ Product liability and recall

- I. In the event that claims are made against FRIWO on the basis of product liability, the supplier shall be obliged to indemnify FRIWO against such claims, provided and to the extent that the damage was caused by a defect in the contractual item delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the sphere of responsibility of the supplier, the supplier must prove that it is not at fault.
- II. In the cases referred to in Section 10.1, the supplier shall bear all costs and expenses, including the costs of any legal action, unless the costs are not necessary and reasonable overall.
- III. In all other respects, the statutory provisions shall apply.
- IV. Prior to a recall campaign that is wholly or partly the result of a defect in the contractual item delivered by the supplier, FRIWO shall inform the supplier, give it the opportunity to participate, and the parties shall discuss efficient implementation, unless it is not possible to inform or involve the supplier due to particular urgency. If a recall is the result of a defect in the contractual item delivered by the supplier, the supplier shall bear the costs of the recall, unless it is not responsible for the defect. Contributory negligence on the part of FRIWO shall be taken into account in determining the amount of the costs to be borne by the supplier in accordance with § 254 BGB (German Civil Code).

11§ Rights of withdrawal and termination

- I. FRIWO shall be entitled to withdraw from the contract beyond the statutory rights of withdrawal if there is a significant deterioration in the supplier's financial circumstances or if such a deterioration is imminent and this jeopardizes the fulfillment of a delivery obligation to FRIWO.
- II. FRIWO shall also be entitled to withdraw from the contract if
 - a) the supplier becomes insolvent,
 - b) the supplier suspends payments,
 - c) the supplier becomes threatened with insolvency in accordance with § 18 InsO (Insolvency Act) or the supplier appears to be overindebted,
 - d) the supplier applies for the opening of insolvency proceedings or comparable proceedings for debt settlement in respect of the supplier's assets or business, or
 - e) if the opening of insolvency proceedings in respect of the supplier's assets is rejected for lack of assets.

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- III. In the case of a continuing obligation, clauses 11.1 and 11.2 shall apply mutatis mutandis, with the proviso that the right of withdrawal shall be replaced by an extraordinary right of termination without notice.
- IV. If the supplier has performed a partial service, FRIWO shall only be entitled to withdraw from the entire contract if there is no interest in the partial service.
- V. If FRIWO is entitled to withdraw from or terminate the contract on the basis of the above contractual rights of withdrawal or termination, the supplier shall compensate FRIWO for any damages incurred as a result, unless the supplier is not responsible for the occurrence of the rights of withdrawal or termination.
- VI. Statutory rights and claims are not restricted by the provisions contained in this Section 11.

12§ Confidentiality

In addition to the NDA to be concluded between the parties, all business or technical information made available by FRIWO (including features that can be gleaned from any items, documents, or software provided, and other knowledge or experience) shall be kept confidential from third parties as long as and to the extent that it is not demonstrably in the public domain. shall be kept secret from third parties and may only be made available within the supplier's own company to persons who are necessarily involved in fulfilling the purpose of the contract and who are also bound to secrecy; they remain the exclusive property of FRIWO. Without FRIWO's prior written consent, such information may not be reproduced or used commercially, except for deliveries to FRIWO. At FRIWO's request, all information originating from FRIWO (including any copies or records made) and items provided on loan must be returned to FRIWO immediately and in full or destroyed. FRIWO reserves all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility models, semi-conductor protection, etc.). Insofar as FRIWO has made this information available to third parties, this reservation of rights also applies in favor of these third parties.

13§ Export control

- I. The supplier is obliged to inform FRIWO of any licensing requirements or restrictions on (re-)exports of its goods (merchandise, software, and technology) in accordance with the applicable export control and customs regulations as well as the export control and customs regulations of the country of origin of its goods in its business documents or other communication channels specified by FRIWO (e.g., platforms). Upon request, the supplier is obliged to provide a material declaration listing the substances used and their CAS numbers.
- II. The supplier is obliged to inform FRIWO of the commercial origin of its goods. This must be stated on the respective commercial invoice and, if necessary, a certificate of origin must be issued.

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- III. The supplier is obliged to comply with REACH, RoHS, WEEE, battery law, and CE conformity. They shall report SVHC >0.1% with SCIP number, provide safety data/declarations, and inform FRIWO immediately in the event of changes. If the supplier makes use of a RoHS exemption, they must notify FRIWO immediately.

14§ Compliance

The supplier complies with the requirements of the FRIWO Code of Conduct.

15§ Miscellaneous

- I. Should any provision of these terms and conditions and any further agreements entered into be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic success.
- II. The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase is the place of business of the ordering FRIWO entity. FRIWO shall also be entitled to sue the supplier at the court of its registered office or branch office or at the court of the place of performance