

General Terms and Conditions (hereinafter: “Terms and Conditions of Purchase”) of Armaturenfabrik Franz Schneider GmbH + Co. KG

(Effective as of December 1, 2025)

1. General Provisions

(1) Scope of application: The general terms and conditions of purchase set out below (hereinafter: “Terms and Conditions of Purchase”) apply to all business relationships with our business partners and suppliers in connection with the purchase of goods/products/services (hereinafter: “Goods”) and/or in connection with services required for this purpose. The Terms and Conditions of Purchase only apply if the seller is an entrepreneur (as per Sec. 14 of the German Civil Code [BGB]), a legal entity governed by public law or a special fund governed by public law.

(2) These Terms and Conditions of Purchase apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have explicitly accepted their application. This approval requirement shall apply in each case, including, for example, if the supplier refers to its general terms and conditions in its order confirmation and we do not explicitly object to these.

(3) Legally relevant declarations and notifications of the supplier relating to the contract (e.g. the setting of deadlines, reminders, withdrawals) shall be issued in writing. Within the meaning of these Terms and Conditions of Purchase, writing includes both the written and text form (e.g. letter, e-mail, fax). Statutory form requirements and further proof, particularly in case of any doubts about the legitimacy of the person issuing the declaration, shall remain unaffected by this.

2. Offers, Orders, Conclusion of the Contract

(1) Upon receipt of our order, the supplier shall confirm it in writing within a period of two weeks or execute it without reservation, in particular through the dispatch of the Goods (acceptance).

(2) Delayed acceptance shall be deemed a new offer and shall require acceptance on our part.

(3) Supplier visits or the drafting of offers, projects, etc. shall be performed at no cost to us, irrespective of whether or not an order has been placed, unless agreed otherwise in writing in advance.

(4) We reserve proprietary rights and copyrights to any illustrations, drawings, calculations and other documents; these may not be made available to third parties without our prior written consent. They shall be used exclusively for production on the basis of our order and shall be returned to us without being requested after the order has been processed. In addition, the provisions of Clause 16 “Maintenance of Secrecy” apply.

3. Prices, Shipment, Packaging

(1) The prices agreed are fixed prices for the duration of the processing of the contract and include the delivery of replacement parts up to 15 years after the phase-out of series production. (Fixed price for up to 3 years after the phase-out of series production, thereafter the price is subject to negotiation). Tools must be available for up to 15 years after the phase-out of series production; any premature scrapping is only permitted with written authorization from AS Schneider.

(2) The price includes delivery “free house” (DDP or DDU according to Incoterms 2010) and comprises the costs of packaging, freight and transport to the agreed delivery address. The price also includes the return of empties. The purchaser shall stipulate the specific delivery clause. Any deviation from this shall only apply if agreed in writing.

- (3) The supplier shall take back empties and packaging at the place of performance at its own cost if we request this.
- (4) Even if no agreement has been reached concerning packaging and transport, the supplier shall ensure by means of suitable packaging and transport that quality impairments and damage to the Goods are avoided. Packaging costs and packaging hire fees shall be charged to us at cost - insofar as such costs have been agreed in writing.
- (5) Every delivery shall be accompanied by a corresponding delivery note containing our order number and our material/article number (incl. article group and status of drawing revisions) and container information (quantity and type), unless expressly agreed otherwise. We may return shipments carriage forward without such information; they shall not constitute performance and/or shall not trigger payment periods.

4. Invoicing, Payment, Payment Rights

- (1) The price quoted in the order is binding. All prices include the statutory rate of value added tax (VAT), if this is not declared separately.
- (2) Invoices shall be sent to us as a single copy upon dispatch of the Goods, however separately from the Goods. Invoices shall always be sent to Invoice-P@AS-Schneider.com.
- (3) The agreed price is due for payment within 30 calendar days from complete delivery of the goods and performance of the service (including any agreed acceptance procedure) and receipt of a correct invoice. Should we effect payment within 14 calendar days, the supplier shall grant us 3% discount on the net amount of the invoice. In the event of a bank transfer, payment is effected on time if our transfer order is received by our bank prior to expiration of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment transaction. In case of premature deliveries, the due date of the payment shall be based on the agreed delivery date. The period allowed for payment may also be extended due to incomplete documentation, such as missing acceptance test certificates, initial sample test reports, etc.
- (4) We do not owe any default interest. Statutory provisions apply to defaults on payment.
- (5) Invoices shall include the delivery address, the supplier number, the delivery note number, the number of the order concerned or the delivery plan, the terms and conditions of delivery, the quantity and the identification number of the Goods, the total price as well as any other information stipulated by legal regulations. In the case of deliveries and services from a country outside Germany that is a member of the EU, the EU VAT identification number shall be stated. Imported goods shall be delivered duty paid. Within the framework of the Council Regulation (EC) no. 1207 / 2001, the supplier shall provide the required declarations and information, permit any inspections by the customs authorities and supply the required official confirmations at its expense. The supplier shall inform us of any licensing requirements for (re-)exports in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of the Goods.
- (6) The supplier shall be liable for all consequences, cases of damage and costs arising from non-compliance with the obligations stipulated in Clause 4 (5), if the supplier is responsible for the breach. The supplier shall bear the burden of proof that there was no fault on its part.

5. Off-setting, Retention, Assignment

(1) We have offsetting and retention rights to the extent stipulated by law. In particular, in the event of a notification of a defect, we shall be entitled to withhold due payments to a reasonable extent.

(2) The supplier shall have no offsetting or retention rights against us, unless these have been established with legal effect or are undisputed; reciprocal claims, in particular claims for compensation for costs incurred in remedying defects or completing work, are excluded from this.

(3) Notwithstanding Sec. 354a of the German Commercial Code [HGB], the supplier is not entitled to assign its claims against us without our prior consent, which may not be refused unreasonably.

6. Delivery Date, Delivery, Delay in Delivery - Forwarding of Orders Only After Approval

(1) The delivery period stated in the order is binding. If the supplier realizes that it is not possible to adhere to the agreed dates for any reasons whatsoever, the supplier shall inform us immediately thereof in writing, stating the reasons and the duration of the delay. Insofar as the contracting parties agree a written deviation to the clause, e.g. delivery "ex works", the supplier shall state the transport time from the supplier's plant to us.

(2) If the destination has not been specified and no other agreement has been made, delivery shall be effected to our place of business in 74226 Nordheim, Baden-Württemberg, Germany. The respective destination is also the place of performance for the delivery and for any subsequent performance (obligation to perform at our place of business).

(3) If the supplier defaults on delivery, we shall be entitled - in addition to further legal claims - to claim lump-sum compensation for damage incurred as result of the delay amounting to 0.3% of the order value for each calendar day or part thereof, however up to a maximum of 5% of the total or pro rata order value with which the supplier is in default of delivery. The supplier has the right to prove that it is not responsible for the reason for the delay, even through slight negligence. The supplier also reserves the right to prove that no damage at all or only significantly less damage has occurred.

(4) The acceptance of a delayed delivery or service shall not constitute a waiver of claims arising from the delay on our part.

(5) If the agreed deadlines are not observed due to a circumstance for which the supplier is responsible, we shall be entitled, after the expiration of a reasonable deadline set by us, to demand at our discretion damages instead of performance or to procure a replacement from a third party for us. The right of cancellation thereby remains unaffected.

(6) The supplier is not entitled to pass on the order either in whole or in essential parts to third parties (sub-suppliers) without our prior written consent. If we give this consent, the supplier remains responsible for the performance of the contract and shall be liable for the sub-supplier in accordance with these contractual and with legal provisions in the same way as it is for its own actions and omissions.

7. Inspection of Incoming Goods

(1) Upon receipt of the delivery, we shall immediately check the identification and quantity of the Goods and randomly inspect the delivery for any apparent transport damage. If we discover a defect in the course of doing so, we shall notify the supplier thereof without delay. Notification without delay has been ensured if the notice of defect is received by the supplier within 7 working days after receipt of the Goods. Hidden defects that are not detected during the incoming inspection shall be reported to the supplier without delay as soon as they are detected in the normal course of business.

8. Liability for Defects

(1) Liability for defects shall be determined in accordance with statutory provisions, unless otherwise specified below. In accordance with statutory provisions, the supplier is liable in particular for ensuring that the Goods have the agreed quality when the risk is transferred to us. In any case, the product descriptions that are the subject of the respective contract – in particular by designation or reference in our order – or that have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer.

(2) The supplier shall inform us immediately in writing if the supplier has any concerns about the requested type of quality of Goods to be delivered to us.

(3) Subsequent performance also includes the removal of the defective Goods and their re-installation if the Goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim to the reimbursement of corresponding costs (removal and installation costs) remains unaffected. The expenses necessary for inspecting and providing subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne by the supplier even if it transpires that no defect actually existed. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in our failure to recognize that a defect did not exist.

(4) Notwithstanding our statutory rights and the provisions in Clause 7, the following applies: if the supplier fails to fulfil its obligation to provide subsequent performance – by remedying the defect (subsequent improvement) or by delivering a flawless item (replacement delivery) at our discretion – within a reasonable period set by us, we may remedy the defect ourselves and demand compensation of the expenses required to do this from the supplier or demand a corresponding advance payment. If the subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or the threat of disproportionate damage), no deadline needs to be set; we shall inform the supplier of such circumstances immediately, if possible in advance.

(5) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with statutory provisions.

9. Guarantees

Insofar as the supplier has assumed a guarantee for the quality of an item or a work in the form of an assurance, the supplier shall be liable in accordance with statutory provisions for damages, including damages in lieu of performance.

10. Manufacturer's Liability

(1) Should the supplier be responsible for product damage, the supplier shall exempt us from any claims for damages asserted by third parties insofar as the cause is located within its area of control and organization, and the supplier is liable itself in the external relationship.

(2) In this context, the supplier is also obliged to refund any expenditure resulting from or in connection with any recalls implemented. We shall inform the supplier of the content and extent of any recall measures to be implemented – insofar as this is possible and reasonable – and give it the opportunity to comment. Further statutory claims remain unaffected.

(3) The supplier is required to maintain a product liability insurance policy with a flat-rate coverage amount of at least EUR 10 million per personal injury/property damage – flat rate – and provide us with appropriate proof of this upon request.

12. Quality

(1) The processes necessary for producing the parts/products and the materials used for this must comply with the state of the art, applicable statutory provisions and jointly applicable regulations, any relevant approval procedures as well as rules and regulations governing occupational health and safety, environmental protection and hazardous materials laws. In addition, in the case of production abroad, the supplier shall obtain information on country- and industry-specific laws and observe these.

(2) Before the delivery of new parts and after drawing revisions, the supplier shall supply an initial sample test report (as per VDA/PPAP) with a corresponding number of sample parts (if applicable, separated according to nests). If the supplier is not able to do this, we are willing to perform an initial sample test on the supplier's behalf after prior arrangement and against payment.

(3) The supplier shall provide an acceptance test certificate in accordance with EN 10204 3.1 to accompany all raw material deliveries and all materials that are labelled. It must be clear from the acceptance test certificate or a clearly allocated accompanying sheet that the delivered Goods have been produced from the batch/material listed in the acceptance test certificate by stating the delivery note number, our article number and batch number. In all other cases, an acceptance test certificate shall be submitted to us upon request. In addition, deliveries of springs and heat/surface-treated products must be accompanied by documentation with target and actual values for spring forces, heat treatments and coatings. An EC safety data sheet and the "technical data sheet" must be supplied with all raw materials, auxiliary/consumable, and operating materials upon initial delivery and in the event of changes.

(4) If the type and scope of the tests as well as the test equipment and methods have not been firmly agreed between the contracting partners, we are willing, upon request by the supplier, to discuss the tests with it within the scope of its knowledge, experience and possibilities in order to determine the state of the art in testing technology required in each case. In addition, we shall inform the supplier of the relevant safety regulations upon request.

(5) Once we have approved the initial production samples, their appearance, properties, material and production methods may not be changed without our written approval.

(6) Our approval of initial samples shall not affect the liability for defects set forth in these Terms and Conditions of Purchase. The initial sample test refers exclusively to the basic suitability of the sample and not to the faultless condition of series products supplied at a later date.

(7) The supplier shall notify us of real or presumed defects in delivered products immediately.

(8) The supplier and its services must comply with statutory provisions, in particular safety and environmental protection regulations including the German Ordinance on Hazardous Substances, the German Electrical and Electronic Equipment Act (ElektroG) and the safety recommendations of the responsible German technical committees or professional associations, e.g. VDE, VDI, DIN. Relevant certificates, test reports and proof shall be supplied free of charge. The supplier shall determine and comply with the current status of the regulations and laws applicable to its components with regard to substance restrictions. The supplier must not use prohibited substances. The supplier must specify avoidable and hazardous substances in accordance with the applicable laws and regulations in the specifications. If applicable, the safety data sheets must be submitted with the offers and with the delivery note for the first delivery of each item (at least in German or English). We must be notified immediately of any exceedances of substance restrictions and deliveries of prohibited substances.

(9) When making deliveries and providing services, the supplier is responsible for compliance with accident prevention regulations.

13. Rights of Use, Intellectual Property Rights

(1) The supplier shall grant us the non-exclusive, transferable right unlimited in terms of time and space to use the supplier's industrial property rights incorporated into the contractual product. Likewise, we are also granted this right of use to software belonging to the contractual product and the corresponding documentation – in addition to the right of use pursuant to Sec. 69a et seq. of the German Copyright Act [UrhG]. Furthermore, we are permitted to make backup copies.

(2) In case the product is not produced in full compliance with a construction design, for which we are responsible, the supplier guarantees that the use or the sale of the product does not constitute a patent infringement both in Germany and abroad. Moreover, the supplier is responsible for ensuring that no rights of third parties – whether in Germany or abroad – are infringed in connection with its delivery.

(3) If claims are made against us in connection with the delivery by a third party for the infringements referred to in Clauses 13 (1) or 13 (2), the supplier shall indemnify us against these claims upon first written request; we are not entitled to reach any agreements with the third party - in particular to conclude a settlement – without the consent of the supplier.

14. Tools and Molds

(1) Technical documents, tools, standard specification sheets, operations and tools etc. (hereinafter: "Production Equipment") that have been provided by us shall remain our property; all trademarks, copyrights and other property rights shall remain with us.

(2) Production Equipment and documentation which the supplier requires for series productions, such as molding dies, blanking tools and forging molds, must be stored for 15 years after the phase-out of series production at its own cost, unless we request these prior to such time.

Subsequent scrapping shall only be executed upon our written consent.

(3) The supplier may use Production Equipment only for the execution of the order and may not provide it to unauthorized third parties or make it accessible to them in any other way. Duplication of such items is only permitted insofar as required to execute the order. Production Equipment may not be used for delivery to third parties or for purposes other than delivery to us without our prior written consent.

(4) If the supplier creates the Production Equipment specified in Clause 14 (1)(1) for us in whole or in part at our expense, Clause 14 (1)(1) applies accordingly, whereby we become (co-)owners upon creation in accordance with our share in the production costs. The supplier shall hold this Production Equipment in safe custody for us free of charge; we may at any time acquire the rights of the supplier to the item upon reimbursement of expenses not yet amortized and demand the return of the Production Equipment.

(5) If the supplier commissions a sub-supplier to manufacture tools and samples in order to execute our order, the supplier hereby assigns to us its claims against the sub-supplier to the transfer of ownership of the tools and samples.

(6) The supplier shall insure at its own expense our Production Equipment against damage due to fire, water or theft at its purchase value. At the same time, the supplier hereby assigns to us all claims to compensation resulting from such insurance and shall notify its insurer about this assignment without delay. We hereby accept such assignment.

(7) The supplier must perform any and all required servicing and inspection work as well as all maintenance and repair work on our Production Equipment in good time and at its own expense. The supplier must inform us of any faults immediately. If the supplier culpably fails to do so, the supplier is obliged to compensate us for any damage caused as a result.

(8) The Production Equipment shall be stored so that no damage can occur as a result of the production process of the supplier or other influences and shall be marked as our property. The supplier shall apply the principles of due care and diligence of a prudent merchant.

(9) Changes may only be made to the Production Equipment with our express permission. If permission has been granted, the change must be carried out immediately and timed in coordination with us so that the supply to our production is not restricted.

(10) We are entitled to inspect the Production Equipment at any time during usual business hours in agreement with the supplier.

(11) If the supplier breaches its obligations arising under these Terms and Conditions of Purchase or if the contracting partners fail to reach an agreement on any required price increases for the production parts to be produced using the Production Equipment, or on other matters in the performance of the contract, we may take immediate possession of the Production Equipment and all necessary documentation. These shall be handed over on our business premises; the costs of the handover shall be borne by the supplier.

(12) Irrespective of our statutory right to a handover and the service life of the Production Equipment, the supplier is entitled to possess our Production Equipment if and insofar as the supplier requires this for processing an order for us. The supplier is obliged to return the Production Equipment owned by us, at any time upon request, without any right of retention.

(13) Unless otherwise agreed, the supplier shall undertake at its own expense all necessary repairs, maintenance measures and, if necessary, any renewals to the Production Equipment that are necessary to produce parts in the dimensions and tolerances specified by us for the series and replacement requirements of the end product in question. After the renewal, repair or maintenance measures on the Production Equipment, initial samples must be approved by us again.

15. Reservation of Title, Provision of Materials

(1) If we provide parts to the supplier, we reserve ownership of them. The supplier shall carry out the processing or modifications on our behalf. If our parts are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our item (purchase price plus applicable VAT) to other processed items at the time of processing.

(2) We reserve ownership of tools; the supplier is obliged to use the tools exclusively for the production of the Goods ordered by us. The supplier shall insure tools belonging to us against damage due to fire, water or theft at their purchase value at its own expense. At the same time, the supplier hereby assigns to us all claims for compensation resulting from such insurance. We hereby accept such assignment. The supplier is obliged to carry out any and all required servicing and inspection work as well as all maintenance and repair work on our tools in good time and at its own expense. The supplier must inform us of any faults immediately. If the supplier culpably fails to do so, claims for compensation remain unaffected.

(3) To the extent that the security interests to which we are entitled in accordance with Clause 15 (1) and/or Clause 15 (2) exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged, at the supplier's request, to release such security interests at our discretion.

16. Maintenance of Secrecy

(1) The supplier is obliged to ensure that all illustrations, drawings, calculations and other documents, data and information that it receives are kept strictly confidential. These may be disclosed to third parties only with our express consent. This duty to observe secrecy continues to apply after termination of the contract and shall only lapse if and to the extent that the manufacturing knowledge contained in such illustrations, drawings, calculations and other documents becomes a matter of common knowledge.

(2) The aforementioned duty to observe secrecy shall not apply to information, the content of discussions and facts which can be proven

(2.1) to have been publicly known at the time they were communicated to the corresponding contracting party or to have become publicly known thereafter;

(2.2) to have become publicly known without any infringement of the present duty to observe secrecy or

(2.3) to have been demonstrably known by the corresponding contracting party prior to disclosure or

(2.4) to have been lawfully communicated to the corresponding contracting party by third parties or

(2.5) to have been independently developed by the corresponding contracting party without use of the information communicated by the other contracting party.

(3) Sub-suppliers shall be obliged to maintain secrecy accordingly.

(4) The contracting partners may only advertise their business relationship with the prior written consent of the other contracting partner.

17. Monitoring of Production

(1) We are entitled to inspect the production on the supplier's premises, to take samples and to conduct other necessary inspections during normal business hours and after arranging an appointment with the supplier.

(2) The supplier must contractually grant us the corresponding right if production takes place at another company either in whole or in part.

18. Limitation period

(1) The reciprocal claims of the contracting parties shall become time-barred in accordance with statutory provisions, unless otherwise specified below.

(2) Notwithstanding Section 438 (1)(3) of the German Civil Code [BGB], the general limitation period for warranty claims shall be three years from the transfer of the risk. Insofar as acceptance has been agreed, the limitation period commences upon acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects in title, whereby the statutory limitation period for third-party claims in rem for the return of property (Section 438 (1)(1) of the German Civil Code [BGB]) remains unaffected. Furthermore, claims based on defects in title shall not under any circumstances become time-barred as long as the third party is still able to assert the claim against us - in particular due to the absence of any limitation period.

(3) The limitation periods under sales law, including the extension set forth above, shall apply – to the extent provided for by law – to all contractual claims based upon defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, such claims shall be subject to the regular statutory limitation period (Sec. 195 and Sec. 199 of the German Civil Code [BGB]), unless the application of the statutory limitation periods under sales law results in a longer limitation period in individual cases.

19. Choice of Law and Place of Jurisdiction

(1) These Terms and Conditions of Purchase and the contractual relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the supplier is a merchant within the meaning of the German Commercial Code [HGB], a legal entity governed by public law or a special fund governed by public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in 74226 Nordheim, Baden-Württemberg, Germany. The same shall apply if the supplier is an entrepreneur within the meaning of Sec. 14 of the German Civil Code [BGB]. However, we are also entitled in all cases to initiate legal proceedings at the place of performance of the delivery obligation in accordance with these **Terms and Conditions of Sale** or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, remain unaffected.