General Terms and Conditions of Purchase

Status: October 2026

1 Scope

These General Terms and Conditions of Purchase ("**TERMS AND CONDITIONS**") apply to all business relationships with our business partners and suppliers ("**Supplier**"). The TERMS AND CONDITIONS shall only apply if the Supplier is a trader (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

The TERMS AND CONDITIONS apply in particular to contracts for the purchase and/or delivery of movable goods, irrespective of whether the Supplier manufactures or produces the goods itself or purchases them from suppliers (Sections 433, 651 of the German Civil Code (BGB)), the manufacture of a work (Section 631 of the German Civil Code (BGB)) or the provision of services (Section 611 of the German Civil Code (BGB)). In this context, **"Goods"** means movable items, works, and services within the meaning of the law. Unless otherwise agreed, these TERMS AND CONDITIONS - in the version valid at the time of our order or in any case in the version last communicated to the Supplier in text form - shall also apply as a framework agreement for all future business relationships with the Supplier, without us having to refer to them again in each individual case.

These TERMS AND CONDITIONS shall 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 expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Supplier's goods without reservation in the knowledge of the Supplier's general terms and conditions.

Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements, and amendments) shall in any case take precedence over these TERMS AND CONDITIONS. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these TERMS AND CONDITIONS.

2 Offer and conclusion of contract

Our order shall be deemed binding at the earliest upon submission or confirmation in written or text form. The Supplier must notify us of obvious errors (e.g., spelling and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before accepting the order; otherwise, the contract shall be deemed not to have been concluded.

The Supplier is obliged to confirm our order in writing without delay. Delayed acceptance shall be deemed a new offer and requires acceptance by us. Deviations and additions in the order confirmation by the Supplier are only binding for us if they have been confirmed by us in writing or in text form.

3 Performance and delivery

Delivery shall be made to the destination specified in the order. Unless otherwise agreed in individual cases, the respective place of destination shall therefore also be the place of fulfilment for the delivery and for any subsequent performance (obligation to be performed at the creditor's domicile, *Bringschuld*). Insofar as trade terms are agreed in accordance with the Incoterms, the Incoterms 2020 shall apply to their application and interpretation.

Without our prior written consent, the Supplier shall not be entitled to have the performance owed by it rendered in whole or in substantial part by third parties (in particular subcontractors), with the exception of companies affiliated with the Supplier (**"Affiliate"** shall mean any company which, directly or indirectly, controls or is controlled by or is under common control with a Party by means of management control or ownership of more than fifty percent of the voting stock or a similar interest in said company); we shall not refuse consent without good cause. Upon request, the Supplier shall provide documents that permit a positive plausibility check of the subcontractor's offer to the effect that it complies with the provisions of the German Minimum Wage Act (*Mindestlohngesetz*) and the German Posting of Workers Act (*Arbeitnehmerentsendegesetz*). The Supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g., limitation to stock).

The Supplier is not authorised to make partial deliveries unless a partial delivery has been expressly agreed. The acceptance of a non-agreed partial delivery shall not affect our rights with regard to the entire delivery, even if this is not expressly reserved upon acceptance.

The delivery time (delivery date or period) specified by us in the order is binding. Delivery periods are calculated from the date of the order. If the delivery time is not specified in the order and has not been agreed otherwise, delivery must be made within thirty (30) calendar days of the conclusion of the contract. The Supplier is obliged to inform us immediately in writing if circumstances arise or become recognisable which mean that the delivery time cannot be met. Early deliveries are only permitted with our prior consent in writing or text form.

If the Supplier does not perform its service or does not perform it within the agreed delivery period or is in default, our rights shall be determined in accordance with the statutory provisions. Clause 3.6 remains unaffected by this.

If the Supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 0.25% of the net price per completed calendar day, but not more than a total of 5% of the net price of the Goods delivered late. We reserve the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no loss at all or only a significantly lower loss has been incurred.

4 Transfer of risk and acceptance; default of acceptance

Unless otherwise agreed, the risk of accidental loss and accidental deterioration of the Goods shall pass to us upon handover at the place of fulfilment (*Erfüllungsort*). If acceptance is provided for or agreed by law, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts to produce a work shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or co-operation on our part. If we are in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions. If the contract relates to non-fungible Goods to be manufactured by the Supplier (customised production), the Supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

5 Prices and terms of payment

The price stated in the order is binding. Unless otherwise agreed, all prices stated in the order are in EURO and are net amounts excluding statutory value added tax (**"VAT"**, *Umsatzsteuer*).

Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance) as a fixed price. If, according to the expressly made agreement, the price does not include packaging and the price for the packaging - not only provided on loan - is not expressly determined, this shall be charged at the verifiable cost price. At our request, the Supplier shall take back the packaging at his own expense.

Unless otherwise agreed, the agreed price shall be due for payment within thirty (30) calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

Invoices and delivery notes must at least refer to the corresponding order number or order form. Otherwise, we reserve the right to reject the invoice and refuse any responsibility for compliance with the payment deadlines.

We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.

We shall be entitled to make outstanding payments only against the provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the creditworthiness of the Supplier and which jeopardise the performance of the Supplier under the respective contractual relationship (including other individual orders to which the same framework agreement applies).

We shall be entitled to the rights of set-off and retention as well as the defence 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 are still entitled to claims against the Supplier arising from incomplete or defective services.

The Supplier may only assert a right of set-off or retention against us on the basis of legally established or undisputed counterclaims. The Supplier is not entitled to offset payments from us against any older debts or against costs and interest.

6 Retention of title

We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. Such documents may only be passed on to third parties with our prior consent and only for the purpose of fulfilling the contract.

The above provision shall apply accordingly to substances and materials (e.g., software, finished and semi-finished products) as well as to tools, templates, samples, and other items that we provide to the Supplier for production. Such items shall - as long as they are not processed - be stored separately at the Supplier's expense and insured to an appropriate extent against destruction and loss.

Any processing, mixing or combination (further processing *(Weiterverarbeitung)*) of items provided by the Supplier shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

The transfer of ownership of the delivered Goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the Supplier for transfer of ownership conditional upon payment of the price, the Supplier's reservation of title shall expire at the latest upon payment of the price for the delivered Goods. We remain authorised

to resell the Goods in the ordinary course of business even before payment of the price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale (*hilfsweise Geltung des einfachen und auf den Weiterverkauf verlängerten Eigentumsvorbehalts)*). This excludes all other forms of retention of title, in particular the extended retention of title (*erweiterter Eigentumsvorbehalt*), the forwarded retention of title (*weitergeleiteter Eigentumsvorbehalt*) and the retention of title extended to further processing (*auf die Weiterverarbeitung verlängerter Eigentumsvorbehalt*).

7 Rights of use and third-party rights

Work results are all results arising from the execution of the contract, in particular know-how, inventions, industrial property rights, copyrighted works, computer programmes as well as documentation, sketches, reports, drafts, and other documents (**"Work Results"**).

Unless otherwise agreed, the Supplier shall grant us an irrevocable, exclusive right to use the Work Results created individually for us, unlimited in terms of space, time, and content, including the right to reproduce, distribute, utilise, and process them. We are authorised to transfer the right of use to third parties or to grant third parties simple rights of use without the Supplier's consent. Insofar as property rights to the Work Results can be established and transferred, the Supplier shall grant us sole and unrestricted ownership at the time of their creation. Clause 6 par.4 shall apply accordingly.

Insofar as the Supplier incorporates intellectual property of the Supplier that was not developed specifically for us (**"Supplier IP"**) into the Work Results, the Supplier shall retain all rights, titles and claims to the Supplier IP. Insofar as the Work Results contain Supplier IP, the Supplier shall grant us an irrevocable, non-exclusive, unlimited in terms of territory, time and content unrestricted right thereto, including the right to reproduce, distribute, utilise and exploit it. We are authorised to transfer the right of use to third parties or to grant third parties simple rights of use without the Supplier's consent.

The Supplier warrants that the Work Results and the Goods are free from third-party rights. If third parties assert claims against us due to the infringement of their (industrial) property rights and copyrights, the Supplier shall indemnify us against all claims, unless the infringement of the rights of third parties is not due to culpable behaviour on the part of the Supplier. Statutory claims due to defects of title in the Work Results or Goods delivered to us shall remain unaffected by this.

Product samples, drafts, documents, information, and data (**"Our Information"**) which the Supplier receives from us for the provision of the service must be returned to us by the Supplier immediately after the service has been provided. The Supplier may only assert a right of retention in the case of undisputed or legally established claims. The Supplier may only use the information we have made available to him for the fulfilment of its performance obligations.

8 Warranty and liability

The Supplier shall be liable for material defects and defects of title of the Goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions), for damage due to defective packaging and in the event of other breaches of duty by the Supplier in accordance with the statutory provisions, unless otherwise stipulated below.

In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the Goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these TERMS AND CONDITIONS shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the Supplier, or the manufacturer.

Unless otherwise agreed, the Goods must have all the properties, components and devices required by the current state of the art at the time of the transfer of risk, even if this is not expressly required.

Notwithstanding Section 442 par. 1 sentence 2 of the German Civil Code (BGB), we shall also be entitled to claims for defects without restriction if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

The statutory provisions (Section 377 of the German Commercial Code (HGB)) shall apply to the commercial duty to inspect and give notice of defects, subject to the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, damage to the packaging, incorrect or defective packaging, incorrect delivery documentation, incorrect and short delivery) or which are recognisable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within five (5) calendar days of delivery in the case of obvious defects and within fourteen (14) calendar days of discovery in the case of hidden defects.

The Supplier shall bear the necessary expenses for the removal of the defective Goods and the installation or attachment of the repaired or delivered defect-free Goods within the scope of his obligation to subsequent fulfilment. We shall inform the Supplier in due time about the removal and installation measures and the associated necessary costs. If the Supplier does not object to the measures or the costs within a reasonable period of time, the measures and the associated costs shall be deemed necessary; the Supplier shall be entitled to provide

evidence to the contrary. We may demand a corresponding advance payment.

The costs incurred by the Supplier for the purpose of inspection and subsequent fulfilment shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

If the Supplier does not fulfil his obligation to cure - at our discretion either by remedying the defect (subsequent improvement) or by delivering defect-free goods (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the Supplier for the necessary expenses or a corresponding advance payment.

Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. We shall also be entitled to compensation for damages and expenses in accordance with the statutory provisions.

9 Supplier recourse

We are entitled to our statutory rights of recourse within a supply chain (supplier recourse) without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of cure (remediation of a defect or replacement delivery) from the Supplier that we owe our customer in the individual case. This shall not restrict our statutory right to choose the type of subsequent fulfilment.

Before we recognise or fulfil a claim for defects asserted by our customer, including any claim for reimbursement of expenses, we shall inform the Supplier of this in writing or in text form, giving a brief description of the facts. If the Supplier does not respond within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer; in this case, the Supplier shall be responsible for providing evidence to the contrary.

10 Product liability

If the Supplier is responsible for product damage, he shall indemnify us against third-party claims to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.

As part of its obligation to indemnify, the Supplier shall reimburse any expenses arising from or in connection with claims asserted by third parties, including recalls carried out by us, unless the recall was carried out as a gesture of goodwill. We shall inform the Supplier of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

The Supplier is obliged to take out and maintain product liability insurance at a level customary in the market and industry. Upon written request, the Supplier shall provide us with proof of insurance cover.

11 Statute of limitations

The limitation period for contractual warranty claims for material defects or defects of title is three (3) years from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. In deviation from Section 445b (1) of the German Civil Code (BGB), claims for reimbursement of expenses within the scope of supplier recourse shall also expire three (3) years after delivery. In all other respects, the statutory limitation provisions shall apply.

In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired Goods or parts thereof shall begin anew, unless we had to assume from the behaviour of the Supplier that he did not consider himself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

12 Confidentiality

The parties may only mention the existing business relationship to third parties with the prior written consent of the other party. This applies in particular to publications in all media for the purposes of public relations or advertising. The parties shall inform their employees of this obligation. Any culpable breach of this obligation by an employee of one of the parties shall also constitute a breach of these TERMS AND CONDITIONS.

The parties agree to keep Confidential Information (i) strictly confidential and securely under lock and key, (ii) for use only for the purpose of the agreement, (iii) not to copy or otherwise reproduce it unless reasonably necessary for the purpose of the agreement, (iv) to make it available only to Authorised Persons and (v) to protect it against unauthorised access by third parties. The term **"Confidential Information"** means all information made available by or at the instigation of one party or its Affiliates (**"Disclosing Party"**) to the other party (**"Receiving Party"**) or its Affiliates or, if designated by the Receiving Party to receive such information, to contractors or external consultants engaged by it or its Affiliates for the purpose of the Contract, regardless of whether it is labelled "confidential" or whether it is in oral, visual, electronic, written or other form. In particular, this includes technical, scientific, commercial, research, marketing, supplier, financial, commercial, legal or other information, know-how, strategies, inventions, ideas, formulae, processes, data (including test and raw data), software code (binary and source code), procedures, recipes and specifications as well as all notes, compilations, summaries, memos or other documents prepared by the Receiving Party which contain, reflect or are otherwise derived from the aforementioned information. It also includes, in particular, information that (i) identifies the relevant information as "Confidential

Information", "confidential", "secret" or in a similar manner or (ii) is recognisable as Confidential Information due to its nature or circumstances. **"Authorised Persons"** are exclusively the legal representatives, board members and employees of the Receiving Party and its Affiliates as well as contractors or external consultants of the Receiving Party and its Affiliates.

The Receiving Party shall (i) limit access to the Confidential Information to a minimum number of persons who need to know the Confidential Information for the purpose of the agreement and who are bound by professional secrecy obligations or confidentiality agreements that are no less stringent than the terms of this agreement, and (ii) ensure that such persons comply with the obligations under this Confidentiality agreement as if they themselves were a party to this agreement as receiving party. The Receiving Party shall be liable for any breach of this agreement by the aforementioned persons as if it were its own breach.

The confidentiality obligation of the Receiving Party shall not apply to such Confidential Information which (i) was known to the Receiving Party at the time of its transmission, (ii) was made available to the Receiving Party by a third party after its transmission without breach of a confidentiality obligation, (iii) was already generally known at the time of its transmission or becomes generally known without a breach of this confidentiality obligation by the Receiving Party, or (iv) was developed by the Receiving Party independently and without recourse to the Confidential Information itself. In no event shall the Receiving Party disclose that the Confidential Information originated from the Disclosing Party unless authorised to do so pursuant to paragraph 12.5 below.

The Receiving Party is entitled to disclose Confidential Information of the Disclosing Party if and to the extent that such disclosure (a) is necessary to fulfil mandatory legal obligations or to enforce, exercise or defend against claims asserted in or out of court; (b) is necessary to fulfil the disclosure obligations of the Receiving Party due to the order of a court or due to the rules and regulations of a stock exchange, authority or other state institution; (c) to attorneys or accountants/tax advisors of the Receiving Party who need to know the Confidential Information in order to fulfil their contractual obligations to the Receiving Party and/or its Affiliates and who are bound by professional secrecy or confidentiality agreements that are no less stringent than the provisions of this agreement and which also protect the Confidential Information of the Disclosing Party; (d) is made to banks and financial institutions that need to know the Confidential Information in order to fulfil their contractual obligations to the Receiving Party and/or its Affiliates and that are contractually or otherwise legally bound to keep the Confidential Information of the Disclosing Party secret; or (e) is permitted under applicable law. In the cases of paragraphs (a) to (d) above, the Receiving Party shall nevertheless use commercially reasonable efforts to protect the confidentiality of the Confidential Information during such disclosure. In the case of paragraph (b) above, if and to the extent permitted by law, the Receiving Party shall notify the Disclosing Party in writing in a timely manner prior to disclosure so that the Disclosing Party may seek an injunction or other relief to prevent disclosure or to relieve the Receiving Party from the confidentiality obligations of this agreement. The Receiving Party shall co-operate with and assist the Disclosing Party to the extent necessary and reasonable to obtain an injunction or other relief. The Receiving Party shall comply with the protective measures so obtained by the Disclosing Party and may only disclose the Confidential Information to the extent that disclosure is legally required.

At the written request of the Disclosing Party, which may be made at any time, the Receiving Party shall ensure that the Authorised Persons, to the extent permitted by law, immediately (i) return or return to the Disclosing Party the Confidential Information, in particular product samples, made available to the Receiving Party in physical form by or at the instigation of the Disclosing Party and otherwise (ii) destroy or destroy the Confidential Information. The Receiving Party may retain a copy of the Confidential Information that is permanently subject to this confidentiality obligation, notwithstanding the expiry of the term specified in the following paragraph, exclusively and only to the extent necessary to fulfil its obligations under this agreement. Rights of retention pursuant to Section 273 of the German Civil Code (BGB) or other provisions are excluded. The Receiving Party shall not be obliged to delete Confidential Information in the form of computer back-up copies created automatically as part of standard information technology procedures, provided that the Receiving Party does not make use of these copies.

This confidentiality obligation shall continue for a period of five (5) years after fulfilment or termination of the contract. For Confidential Information that constitutes trade secrets under applicable law, the confidentiality obligations of the Receiving Party of the information shall survive until the Confidential Information ceases to be a trade secret.

13 Data protection

Definitions. **"Data Protection Regulations"** means all applicable regulations on the protection of personal data, including Regulation (EU) 2016/679 (General Data Protection Regulation - **"GDPR"**).

"Personal data" means any information relating to an identified or identifiable natural person (hereinafter referred to as **"data subject"**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Special categories of personal data are also recorded.

"Special categories of personal data" are personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

"Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

The Supplier is obliged to comply with the data protection regulations. Compliance includes in particular the following obligations:

(a) The Supplier shall comply with the data protection principles of lawfulness, fairness, transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity, and confidentiality.

(b) The Supplier shall respect all rights of data subjects, such as the right of access to personal data, the right to rectification, the right to erasure and the right to restriction of processing and/or the right to data portability.

(c) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the systems and services relating to the Processing; (iii) the ability to rapidly restore the availability of and access to Personal Data in the event of a physical or technical incident; (iv) a process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures to ensure the security of the Processing.

(d) The Supplier is obliged to strictly comply with the data protection regulations, in particular Art. 28 of the GDPR, for data processing. If the Supplier processes personal data from us, a data processing agreement must be concluded in particular.

(e) The Supplier is obliged to comply with the data protection regulations for data transfer to third countries and/or international organisations, but in particular in cases of third country reference, i.e., in the case of data transfer outside the European Union and outside the European Economic Area, to ensure an adequate level of data protection in the recipient country.

(f) The Supplier is obliged to obligate its employees who are entrusted with the processing of personal data to comply with the data protection requirements in accordance with the GDPR and the Federal Data Protection Act as amended.

Should we be held liable by a third party and should this claim be based on a breach - even an alleged breach - of the obligations set out in clause 13. par.2 by the Supplier, the Supplier shall indemnify us against all possible claims and bear the reasonable costs of legal defence.

14 Export and export regulations

If we deliver Goods under a contract that is subject to these TERMS AND CONDITIONS to a third party, we shall check and comply with all applicable national and international (re-) export control regulations. The Supplier is obliged to inform us of any authorisation requirements for (re-)exports of its products and/or services in accordance with applicable export and customs regulations, in particular those of Germany, the European Union and the USA, as well as the export and customs regulations of the country of origin of its products and services in its business documents, at least in its offer, the order confirmation, delivery documents and the invoice. In doing so, the Supplier shall provide at least the export list number or export classification number and any other information requested by us. The Supplier confirms that neither it nor an Affiliate is named on a sanctions list of the United Nations, the European Union, the USA, or the country in which it is based and that it will inform us accordingly of any change in this status.

We are not obliged to fulfil an agreement if this would constitute a violation of national or international foreign trade or customs regulations.

15 Compliance

The Supplier will, and will ensure that its employees, directors, officers, Affiliates, agents, as well as subcontractors and other third parties acting on its behalf and used to fulfill obligations towards us (the "**Representatives**") act only in full compliance with all applicable laws, rules and regulations, including but not limited to the laws on fair competition, anti-money laundering/terrorism financing and anti-bribery and corruption, as well as the laws on the protection of human rights and data protection laws (for the purposes of this section, the "**Applicable Laws**").

Without limiting the generality of the foregoing, in connection with the performance of its obligations under this agreement, Supplier will not, and will ensure that its Representatives do not provide or offer any payment, contribution, gift or anything of value, directly or indirectly, to any public official or employee of any government, political party or international organization, hospital, doctor or other healthcare professional, medical insurance company or employee thereof, or similar provider organization, customer or other person (including without limitation any payoff, influence or facilitation payment, bribe, rebate or kickback) for the

purpose of obtaining or paying for Registrations, medical coverage, favorable treatment in obtaining or maintaining business or any other concession.

The Supplier undertakes to comply, and shall ensure that its Representatives comply, with the Third-Party Code of Conduct of the Fresenius Kabi Group (the "**Code**"). A copy of the Code as currently in force is available on the internet at https://www.fresenius-kabi.com/documents/Fresenius-Kabi-Third-Party-Code-of-Conduct.pdf. The Code is an integral part of this agreement. Upon our request, the Supplier shall confirm in writing its and the Representatives' compliance with the Code, including any updated version of the Code as provided to the Supplier by us from time to time.

In case of a material breach of the provisions of the Code or of any Applicable Laws, we shall be entitled to terminate this agreement for cause by written notice with immediate effect.

The Supplier shall fully cooperate with, and provide conclusive documentation to, us, any of our Affiliates or any auditor acting on our behalf, in case we or such Affiliate or auditor initiate the conduct of a supplier review of the compliance by the Supplier and its Representatives with the Code and any Applicable Laws, in particular the measures taken and implemented by the Supplier to ensure such compliance. We shall give to the Supplier reasonable advance notice of intended audits. In case of substantiated concerns of non-compliance with Applicable Laws, the Code, we may carry out audits without prior notice.

If it is proven that the Supplier has entered into an agreement or engaged in a concerted practice with one or more other undertakings in connection with the contractually due performance which agreement or concerted practice constitutes a prohibited restriction of competition under antitrust law, it shall pay 10% of the amounts invoiced under this agreement to us as liquidated damages (*pauschalierter Schadenersatz*), unless a different amount of damage is proven.

16 Human rights and environmental clause

The Supplier shall respect human rights and establish and maintain environmental standards, as defined below, within its own sphere of influence and not cause, be complicit in or any way contribute to the violation thereof. The Supplier shall respect and ensure that its Representatives respect all human rights and environmental aspects listed under "Environmental Responsibility (section 5)" and "Employment Standards, Human Rights" (section 17)" in the Code and comply with applicable human rights and environmental laws and standards (hereinafter: "**Human Rights and Environment**"). The Supplier shall take appropriate measures to provide for a Human Rights and Environment management system, establish and maintain a Human Rights and Environment due diligence process appropriate to its size and business and/or risk profile, to identify, prevent and mitigate Human Rights and Environment risks and to address adverse Human Rights and Environment impacts in its own business area and in the supply chain. The Supplier shall implement obligations corresponding to those contained in the present section on Human Rights and Environment along its supply chain and encourage its subcontractors to comply with them.

The Supplier shall identify, assess, treat, and report on potential or actual adverse impact of Supplier's activities on Human Rights and Environment. The Supplier shall fully cooperate with and support us in our efforts to secure the respect for Human Rights and Environment along our supply chain. The Supplier further shall provide its employees with an opportunity to make a complaint concerning potential or actual adverse impacts on Human Rights and Environment and allow them to have access to Fresenius Kabi's grievance mechanism without retaliation or threat thereof.

In the event of actual or potential violations of Human Rights and Environment, within its own business or along the supply chain, the Supplier shall inform us of adverse impacts on Human Rights and Environment and of the appropriate steps taken to address, end and mitigate the root causes of violations. If the Supplier has not prevented or eliminated the aforementioned risks and violations within a reasonable time, we may offer our support in the development and implementation of an action plan at the Supplier to eliminate the risks and violations of Human Rights and Environment. If, in our sole determination, the Supplier's efforts to end, prevent and/or mitigate violations of Human Rights and Environment appear to be continually ineffective and inappropriate, we may, until the violations are redressed, temporarily suspend this agreement. In case of severe adverse impacts on Human Rights and Environment and the failure of the Supplier to address them adequately and implement appropriate steps within reasonable time, we may terminate this agreement. In case of serious violations of Human Rights and Environment and/or severe actual adverse impacts, the Supplier's lack of preparedness to address them adequately and implement appropriate steps, we may terminate all business relationships between the parties. A severe breach and/or severe adverse impact means an adverse environmental impact or an adverse human rights impact that is especially significant by its nature or affects a large number of persons or a large area of the environment, or which is irreversible, or is particularly difficult to remedy as a result of the measures necessary to restore the situation prevailing prior to the impact.

The Supplier shall, upon request based on a reasonable suspicion, provide us with information on individual cases relating to adverse impacts on Human Rights and Environment, including but not limited to, information on its business activities, social welfare issues and environmental issues. To verify Supplier's compliance with this clause, we may request and obtain information from the Supplier information on its actual or potential adverse impacts on Human Rights and Environment, in order to establish a common understanding of the identified risks and to use such information as a basis for further, aligned

actions. To identify actual or potential adverse impacts or to assess the effectiveness of implemented measures, we may (at our own expense) audit the Supplier's compliance with Human Rights and Environment as defined in this clause. We shall give to the Supplier reasonable advance notice of intended audits. In case of substantiated knowledge of potential or actual severe adverse impacts on Human Rights and Environment, we may carry out audits without prior notice. The Supplier shall fully cooperate with and provide conclusive documentation to us and any of our authorized Affiliates or any auditor acting on their behalf with regard to the subject of audit.

Should we be notified of a claim made by a third party or authority action in relation to an actual or potential violation of Human Rights and Environment in connection with Supplier's business activities ("**Third-Party Claims**"), the Supplier shall, at its own costs, defend, indemnify, and hold us and our Affiliates, and their respective officers, statutory representatives and employees harmless from and against all such Third-Party Claims.

17 Transmission of EUDR References

Starting after the 30th of December of 2026, where Supplier delivers to Fresenius Kabi products to be covered by a Due Diligence Statement or one-time simplified declaration submitted by or on behalf of Supplier under its responsibility pursuant to Regulation (EU) 2023/1115, as amended from time to time ("EUDR"), Supplier shall, no later than upon delivery to Fresenius Kabi, send the corresponding reference number or declaration identifier ("EUDR Reference") to EUDR@fresenius-kabi.com, together with the applicable purchase order number and any other available information reasonably necessary to identify the relevant product and delivery.

18 Minimum Wage Act

The Supplier hereby confirms that it complies with the provisions of the Minimum Wage Act (Act on the Regulation of a General Minimum Wage) and the provisions of the Posted Workers Act (Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany).

The Supplier guarantees that it and the subcontractors it uses comply with the provisions of the Minimum Wage Act and the regulations of the Posted Workers Act.

The Supplier shall indemnify us and our Affiliates against all claims asserted against us or our Affiliates by employees of the Supplier, employees of any subcontractors used or third parties (e.g. social insurance institutions) on the basis of the Minimum Wage Act or the Posted Workers Act and shall pay for damages and costs, including the necessary legal defence, resulting from such disputes, unless the supplier is not responsible for the infringement. Section 774 of the German Civil Code (BGB) remains unaffected.

The Supplier shall support us and our Affiliates in the defence against such claims to the best of its knowledge and with the greatest possible care and in particular provide us with the information and documents required for this purpose.

The Supplier undertakes, in the event of justified suspicion of a breach of the provisions of the Minimum Wage Act and the Posted Workers Act, to submit records of wages (documents in accordance with Section 17 MiLoG) for the hours worked by its employees deployed to fulfil the contract immediately upon request. The Supplier shall also oblige any subcontractors it employs to do the same. The provisions of the Federal Data Protection Act (BDSG) and any other applicable data protection regulations shall remain unaffected.

Any breach by the Supplier or its subcontractors of the statutory provisions of the German Minimum Wage Act and the German Posted Workers Act, which in itself or through its repeated commission is capable of giving rise to claims by employees of the Supplier or its subcontractors against us or is capable of initiating administrative offence proceedings against us, shall entitle us to terminate the contract extraordinarily without notice or to withdraw from it without setting a deadline.

19 Assignments

An assignment of claims by the Supplier shall only be approved if the new creditor indemnifies us against a claim in the event of an erroneous payment to the old creditor. This does not apply to monetary claims within the meaning of Section 354a of the German Commercial Code (HGB).

20 Choice of law and place of jurisdiction

The law of the Federal Republic of Germany shall apply to the TERMS AND CONDITIONS and the legal relationship between us and the Supplier. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Frankfurt am Main shall be the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

21 Final provisions

Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g., setting of deadlines, reminders, cancellation) must be made in writing or text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubt as to the legitimacy of the declaring party, shall remain unaffected.

If the English legal meaning of any term or provision of these TERMS AND CONDITIONS differs from the German legal meaning of such term or provision, the German legal meaning shall prevail.

Amendments and supplements to these TERMS AND CONDITIONS, including this provision, must be made in writing, unless a stricter form is prescribed by law.

Should a provision in these TERMS AND CONDITIONS or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. The parties undertake to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the legal and economic purpose of the invalid or unenforceable provision. The same applies in the event of a loophole.