GREIPL Group - General Terms and Conditions of Purchase
(August 2026)

I. GENERAL - SCOPE OF APPLICATION

1. These General Terms and Conditions of Purchase for the Purchasing of the GREIPL Group and its affiliated companies in accordance with Section 271 of the German Commercial Code (HGB) (individually or collectively also GREIPL or GREIPL Group) shall apply exclusively; We do not recognise any terms and conditions of the Contractor that are contrary to or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. The acceptance of deliverables from the Supplier or the making of payments by GREIPL to the Supplier without objection shall under no circumstances constitute an acceptance of any other terms and conditions of the Supplier.

2. The GREIPL GROUP includes the following companies:
   GREIPL Group GmbH & Co. KG, Brunnwiesen 38, 94481 Grafenau, (Group)
   GREIPL GmbH, Brunnwiesen 38, 94481 Grafenau, Germany
   GREIPL CZ s.r.o, Pohorská ul. 148, 38241 Kaplice, Czech Republic

3. These terms and conditions of purchase only apply to entrepreneurs in accordance with Section 310 (1) of the German Civil Code (BGB).

4. These Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier

5. Changes, additions and ancillary agreements to these Terms and Conditions of Purchase and the Delivery Contract must be made in writing.

II. ORDERS – FRAMEWORK AGREEMENTS – DELIVERY CALL-OFFS

1. The Client shall transmit orders, framework agreements and delivery schedules for the purchase of delivery items to the Contractor at least in writing or electronically.

2. The Contractor is obliged to confirm orders in writing within 3 working days. After this period has expired without feedback from the Contractor, the contract shall be deemed to have been accepted even without written confirmation.

3. Quantities and delivery dates are specified exclusively in purchase orders or in delivery schedules. Unless otherwise specified, the respective delivery call-off represents a production release for a period of 8 weeks and a material release for an additional 4 weeks. Further quantity forecasts and planning from the orders or delivery schedules are considered non-binding. An acceptance obligation by GREIPL is limited to the above release periods. The supplier must ensure the necessary

capacities to be able to meet the quantities, including forecast quantities from purchase orders or delivery schedules.

4. We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order and are to be deleted, destroyed or returned to the customer without being asked to do so after the order has been processed or the business relationship has been terminated.

5. Orders, framework agreements, delivery schedules and the GREIPL Terms and Conditions of Purchase shall be deemed to have been accepted by the Supplier as soon as the Supplier accepts an order or delivery call-off in writing or by means of electronic data transmission or begins to provide supplies or services that are the subject of the order or delivery call-off.

6. GREIPL reserves the right to make changes to the delivery item, specifications and/or processes of a supply contract at any time, or to request them from the supplier.

III. PRICES - TERMS OF PAYMENT

1. The price shown in the order is binding and cannot be adjusted without the prior written consent of GREIPL. Furthermore, the supplier is not entitled to invoice additional costs of any kind.

2. Invoices will only be processed if - in accordance with the specifications in our order - the order number and material number shown are indicated. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless the supplier proves that it is not responsible for them.

3. Unless otherwise agreed, the supplier's invoices shall be paid within 14 days of receipt of the goods with a 3% discount or within 60 days net.

4. We are entitled to rights of set-off and retention to the extent permitted by law.

IV. DELIVERY DATES - DEADLINES - DELIVERY DISRUPTIONS - DELAY IN DELIVERY

1. The delivery date specified in the order is binding. Compliance with the delivery date is determined by the receipt of the delivery item at the GREIPL plant to be supplied.

2. The Supplier must inform GREIPL immediately in writing if delivery disruptions occur and may lead to delayed or only partial delivery. In doing so, the supplier must take all relevant measures to avoid the supply disruption or to avert its impact.

3. In the event of a delay in delivery, we are entitled to the statutory claims. In particular, we are entitled to demand compensation instead of performance and to

withdrawal from the contract after the fruitless expiry of a reasonable period of time. Compensation includes, in particular, additional freight costs, retrofitting costs, extra shifts, additional expenses for cover purchases caused by GREIPL and the customer of GREIPL. If we claim damages, the supplier shall also have the right to prove that he is not responsible for the breach of duty.

4. In the event of unconditional acceptance of the late delivery, GREIPL expressly reserves the right to assert the rights under Section IV at a later date. The unconditional acceptance of the late delivery also does not include a waiver of the other claims for compensation to which GREIPL is entitled.

5. If it becomes foreseeable that the Supplier will be permanently unable to meet deadlines, the Supplier shall be obliged - upon the setting of a deadline and at GREIPL's request - to immediately surrender all tools and fixtures required for production that are property of GREIPL or its customers, so that GREIPL may manufacture the goods itself or through a third party for the duration of the Supplier's inability to perform. The Supplier shall bear the costs of such relocation insofar as the supplier is responsible for the delay. Any claims by the Supplier arising from the relocation are excluded.

6. Partial deliveries or a delivery of the ordered quantity in excess requires the prior written consent of GREIPL. In the absence of such consent, the supplier shall reimburse GREIPL for the additional costs incurred.

V. TRANSFER OF RISK - DOCUMENTS

1. Unless otherwise agreed, the delivery of the items is carried out as "delivery duty payed" (Incoterm 2020 DDP) including packaging.

2. The supplier is obliged to indicate our order and article number on all shipping documents and delivery notes; if he fails to do so, we are not responsible for delays in processing.

VI. INVESTIGATION OF DEFECTS – LIABILITY

1. The supplier shall carry out an outgoing goods inspection with regard to defects in the delivery item.

2. All deliverables must be properly packaged and labelled by the supplier. If agreed, the packaging specifications of GREIPL must be observed. The supplier is liable for damages resulting from inadequate packaging.

3. Upon receipt of the delivery, GREIPL shall conduct an identity and quantity check on the basis of the delivery note and check the delivery of the delivery items for obvious transport damage and other visible external damage. If GREIPL discovers a defect within this process, the supplier will be notified immediately. GREIPL shall notify the Supplier of any defects not discovered during this process within a reasonable period of time, as soon as they are discovered in accordance with the

conditions of proper conduct of business operations. In this respect, the supplier waives the objection of a late notification of defects. In any case, we are entitled to demand, at our discretion, either the remedy of the defect or the delivery of a new item from the supplier. The right to claim damages, in particular to compensation in lieu of performance, is expressly reserved.

4. If defective delivery items are discovered before the start of production (machining or installation) or use, GREIPL must first give the supplier the opportunity to sort them out and to remedy the defect or replace them by setting a reasonable period of time, unless this is unreasonable for GREIPL. If this is unreasonable for GREIPL, in particular with regard to trouble-free production, trouble-free business operations or to mitigate damage to GREIPL or a customer of GREIPL, GREIPL may remedy the defect itself or have it remedied by a third party. The supplier shall bear the resulting costs. If defective parts have already been installed and a simple repair or subsequent delivery is therefore no longer possible, the Contractor shall also bear the other costs incurred by the Client. GREIPL will provide the Supplier with appropriate information about the remedy of the defect. The supplier is not entitled to a right of retention in the event of defects.

5. The warranty period for delivered items is 36 months from the date of delivery to GREIPL. If the Contractor's product is used in the automotive, aviation, defence, medical or rail transport sectors, a warranty period of 60 months applies. If the law provides for longer deadlines or if the contracting parties agree on longer deadlines on a project-by-project basis, these shall take precedence. Provided that the defect is notified within the warranty period, the Contractor waives the defense of the statute of limitations with respect to such defects.

VII. PRODUCT LIABILITY - INDEMNIFICATION - LIABILITY

1. The Client may, at its reasonable discretion or based on the assessement of its customer, carry out a product recall or take other corrective measures to remedy defects if a product supplied by the Contractor is deemed to pose a risk. In such case, the Contractor shall also be obliged to replace all affected products, including all products of the same type, even those that have functioned properly up to the time the decision to carry out the recall was made. To the extent that the Supplier is responsible for any damage caused by the product, the Supplier shall, upon first demand, indemnify and hold us harmless against any claims for damages asserted by third parties, provided that the cause of such damage originated within the Supplier's sphere of control and organisation and the Supplier is directly liable vis-à-vis such third parties.

2. As part of its liability for damages within the meaning of paragraph (1), the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 of the German Civil Code (BGB) and §§ 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a recall carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and

reasonable - and give him the opportunity to comment. Other statutory claims remain unaffected.

3. The Contractor is obliged to provide evidence of business and product liability insurance covering the risk of recall costs and a minimum coverage of EUR 5 million. He shall send this proof to the Client annually without being asked. If the Client is entitled to further claims for damages, these shall remain unaffected.

VIII. INTELLECTUAL PROPERTY RIGHTS

1. The Supplier warrants that its delivery does not infringe any third-party rights.

2. If the Client is held liable by a third party for this reason, the Contractor shall be obliged to indemnify us against these claims upon first written request; the Client shall not be entitled to conclude any agreements with the third party - without the consent of the Contractor - in particular to conclude a settlement.

3. The Contractor's obligation to indemnify refers to all expenses that the Client necessarily incurs from or in connection with the claim by a third party.

4. The limitation period is ten years, calculated from the conclusion of the contract.

IX. RETENTION OF TITLE - PROVISION - TOOLS

1. If the Client provides the Contractor with parts, tools, models, templates, dies, samples, measuring instruments, fixtures and other equipment, materials or production equipment, he reserves title to them. Processing or transformation by the Contractor is carried out for the Client.

2. If the item provided by the customer is inseparably mixed with other items that do not belong to the customer, the customer acquires co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of the mixing. If the mixing takes place in such a way that the Contractor's property is to be regarded as the main action, it shall be deemed to have been agreed that the Contractor shall transfer proportionate co-ownership to the Client; the Contractor shall hold the sole ownership or co-ownership for the Client. The Contractor shall be obliged to use the tools exclusively for the production of the goods ordered by the Client. The Contractor shall be obliged to clearly identify the tools belonging to the Client as the property of the Client. The Contractor is obliged to insure the tools belonging to the Client at their replacement value at their own expense against common hazards such as fire, water and theft damage. At the same time, the Contractor assigns to the Client all claims for compensation under this insurance; the Client hereby accepts the assignment. The Contractor shall be obliged to carry out any necessary maintenance and inspection work on the Client's tools as well as all maintenance and repair work in a timely manner within the guaranteed tool life at its own expense. He must notify the client immediately of any malfunctions; if he culpably fails to do so, claims for damages remain unaffected.

3. Insofar as the security rights to which the Client is entitled pursuant to paragraph (1) and/or (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%, the Client shall be obliged, at the request of the Contractor, to release the security rights at our discretion.

X. LONG-TERM CARE

The Client shall ensure that customer-specific products (drawing parts) can be delivered for at least 15 years beyond the Client's last requirement (End of Production). Any deviation from these time limits in an individual case shall require a separate written agreement. If the Contractor has information about discontinuations of articles that prevent compliance with the aforementioned requirements, this must be forwarded immediately in writing to the Client at the e-mail address obsoleszenz@greipl-group.com.

XI. SECRECY

The Parties undertake to treat as confidential trade secrets all non-public commercial and technical details, information and/or data, in whatever form they exist, that have become or become known to them in the course of their business relationship, and not to disclose or otherwise make them available to any unauthorised third party. The reproduction of such confidential information is only permitted within the scope of operational requirements and the copyright provision. Authorised third parties, subcontractors, authorised representatives and employees must be obliged accordingly. The Contractor may only advertise the business relationship with the prior written consent of the Client.

XII. TERMINATION

GREIPL is entitled to terminate supply contracts or parts thereof at any time and without giving reasons by written declaration with a reasonable notice period (usually 30 days). In the event of a breach of essential contractual obligations by the Contractor, which are not remedied within a reasonable period of time despite a written warning, GREIPL shall be entitled to terminate the supply contract without notice for good cause or to withdraw from the supply contract in whole or in part.

Good cause exists in particular if a) the supplier repeatedly causes significant delays in agreed delivery dates, b) the supplier repeatedly violates the quality regulations of GREIPL in a significant manner, c) insolvency proceedings or judicial or out-of-court composition proceedings have been opened over the supplier's assets or a corresponding application has been filed, even if such an application has been rejected for lack of assets, d) there is a significant change in ownership or shares in the Supplier's company, e) GREIPL's customer terminates the supply contract for the product in which the delivery items were previously incorporated, and f) the Supplier's financial situation deteriorates significantly and the stability of the supply is endangered as a result or the Supplier stops making payments. Except in the case

referred to in Clause XII e), the Supplier shall be obliged to inform GREIPL immediately in writing of the occurrence of any of the aforementioned events.

Upon termination of the Supply Agreement, the Supplier shall, upon GREIPL's first request and at its own expense, promptly return all property provided by GREIPL as well as all confidential information.

XIII. COMPLIANCE - SOCIAL RESPONSIBILITY - SUSTAINABILITY

The Supplier undertakes to comply with all applicable national and international laws, regulations and regulatory requirements in the performance of its contractual obligations, in particular those in the areas of anti-corruption, sanctions, competition law, occupational health and safety, environmental protection, data protection, ethics and human rights. In the event of a violation of this, GREIPL shall have the right to terminate or withdraw from the supply contract with immediate effect and to discontinue any ongoing contract negotiations.

The supplier shall ensure that products, services and business processes do not endanger the health and safety of employees, customers and third parties and that all applicable legal requirements are complied with.

The supplier is committed to continuously improving its sustainability performance and shall require its own suppliers to make corresponding commitments. The Supplier shall implement effective measures to identify, assess and reduce sustainability risks along the supply chain, including CO2 emissions, resource consumption and social standards.

XII. PLACE OF JURISDICTION – PLACE OF PERFORMANCE

The registered office of GREIPL GmbH shall be the place of performance and place of jurisdiction. However, GREIPL is entitled to apply to another competent court in and outside the Federal Republic of Germany, in particular if the supplier has its registered office or place of residence abroad. The law of the Federal Republic of Germany shall apply exclusively.