

General Purchasing Conditions (GPC) of cylib GmbH and cylib Production I GmbH, Philipsstraße 8, 52068 Aachen

§ 1 Area of Application, Form

- (1) These General Purchasing Conditions (GPC) apply for all business relations with our business partners and suppliers (the "**Seller**") where cylib GmbH or cylib Production I GmbH, Philipsstraße 8, 52068 Aachen, is the purchaser or principal. The GPC apply only if the Seller is an entrepreneur (§ 14 of the German Civil Code (BGB)), a public-law legal entity or a public-law special fund.
- (2) The GPC apply in particular for contracts concerning the sale and/or delivery of moveable goods ("**Goods**"), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers (§ 433, § 650 of the BGB). Insofar as nothing to the contrary is agreed upon, the GPC apply in the version applicable at the time of our order or at least in the version most recently communicated to the Seller in text form, as a framework agreement also for future contracts of the same kind, without us having to refer to them again in every individual instance.
- (3) Exclusively these GPC apply. Deviating, contrary or augmenting General Terms & Conditions of the Seller's only become part of the contract if and insofar as we have consented expressly in writing to their application. That consent requirement applies in every instance, for example even if the Seller refers to its GTC in the framework of the order confirmation and we do not expressly object thereto.
- (4) Individual agreements (e.g. framework supply contracts, quality-assurance agreements) and information in our order prevail over the GPC. In the event of doubt, trade clauses are to be interpreted pursuant to Incoterms® published by the ICC in Paris, in the version applicable upon entry into contract.
- (5) References to the application of statutory provisions have only clarifying significance. Even in the absence of such a clarification, therefore, the statutory provisions apply insofar as they are not directly amended or expressly excluded in these GPC.

§ 2 Entry into Contract

- (1) Our order shall become binding at the earliest upon its written submission or written confirmation. The Seller shall be obliged to notify us of any obvious errors (e. g. typographical or arithmetical errors) and any incompleteness of the order, including the order documents, for the purpose of correction and/or completion prior to acceptance; otherwise, no contract shall be deemed concluded.
- (2) The Seller shall be obliged to confirm our order in writing within a period of 7 days or, in particular, to execute the order without reservation by dispatching the goods (acceptance).
- (3) A late acceptance shall be deemed to constitute a new offer, and requires acceptance by us.

§ 3 Delivery Period and Default in Delivery

- (1) The delivery period stated by us in the order is binding. If the delivery period is not stated in the order and is not agreed upon elsewhere, it is 2 weeks from entry into contract. The Seller is obliged to inform us in writing without undue delay if it probably cannot adhere to agreed delivery periods, regardless of the reason why.
- (2) If the Seller does not perform or does not perform within the agreed delivery period or if the Seller is in default, then our rights – particularly to rescission and compensation – are determined pursuant to the statutory provisions. (3) hereof remains unaffected.
- (3) If the Seller is in default, we may – without prejudice to any further statutory rights – claim liquidated damages for delay in the amount of 1% of the net price for each completed calendar week of delay, but in total not exceeding 5% of the net price of the goods delivered late. We reserve the right to prove that greater damage has been incurred. Any claim for damages shall, however, be set off against the contractual penalty forfeited. The Seller shall be entitled to prove that no damage at all, or only substantially lesser damage, has been incurred.

§ 4 Performance, Delivery, Transfer of Risk, *Mora Accipiendi*

- (1) In the absence of our prior written consent, the Seller is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The Seller bears the procurement risk for its services if nothing to the contrary is agreed upon in the individual case (e.g. limitation to stock).
- (2) Delivery is made within Germany “free to the door” to the location given in the order. If the destination is not given and nothing else is agreed upon, then delivery must be made to our business headquarters in Aachen. The respective destination is also the place of performance for the delivery and any subsequent performance (debt to be discharged at the obligee’s domicile, *Bringschuld*).
- (3) The delivery is to be accompanied by a bill of lading, stating the date (issue date and dispatch date), contents of the delivery (article number(s) and quantity), as well as our order identification (date and number). If the bill of lading is missing or incomplete, then we are not responsible for delays in processing and payment which result therefrom. A corresponding dispatch notification with the same contents is to be sent to us, separately from the bill of lading.
- (4) The risk of accidental loss or accidental deterioration of the goods shall pass to us upon delivery at the place of performance. Insofar as acceptance has been agreed or is required by law due to the nature of the contract, such acceptance shall be decisive for the passing of risk.

- (5) The statutory provisions apply for the occurrence of our *mora accipiendi*. The Seller must, however, expressly offer us its performance even if a specific or ascertainable calendar time is agreed upon for an action or cooperation on our part (e.g. providing materials). If we are in *mora accipiendi*, then the Seller is able pursuant to the statutory provisions to demand compensation of its additional expenditure (§ 304 of the BGB). If the contract pertains to a specific item to be manufactured by the Seller (custom-made product), then the Seller is only entitled to more extensive rights if we have given a cooperation undertaking and we are responsible for the lack of cooperation.

§ 5 Prices and Payment Terms

- (1) The price stated in the order is binding. All prices are understood to include statutory VAT if this is not shown separately.
- (2) Insofar as nothing to the contrary is agreed upon in the individual case, the price includes all services and ancillary services by the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport insurance and third-party liability insurance).
- (3) The agreed price is due for payment within 30 calendar days from full delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice. If we make payment within 14 calendar days, the Seller grants us 3% discount on the net invoice amount. In the case of bank transfers, payment is deemed to have been made in a timely manner if our respective transfer order is received by our bank before the expiry of the payment deadline; we are not responsible for delays by the banks involved in the payment process.
- (4) We do not owe any maturity interest. The statutory provisions apply for default in payment.
- (5) We are entitled in the statutory scope to set-off and retention rights as well as the objection of an unperformed contract. In particular we are entitled to withhold payments which are due as long as we are still entitled to claims against the Seller from incomplete or defective performance.
- (6) The Seller has a set-off or retention right only regarding counterclaims which are undisputed or have been determined in a final and legally-binding manner.

§ 6 Confidentiality and Retention of Title

- (1) We retain copyright and ownership rights in illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are exclusively to be used for the performance of the contract, and are to be returned to us after the contract has been performed. The documents are not to be disclosed to third parties, even after the cessation of the contract. The confidentiality obligation only ceases to exist if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory regulations regarding the protection of secrets remain unaffected.

- (2) The foregoing provision applies correspondingly for substances and materials (e.g. software, finished and semi-finished products) as well as tools, templates, samples and other items which we provide to the Seller for the manufacture. Such items are – as long as they are not processed – to be stored separately and insured in a reasonable scope against destruction and loss, at the Seller's expense
- (3) Processing, mixing or combining (further processing) by the Seller of items provided is done on our behalf. The same applies for further processing of the delivered Goods by us, so we are deemed to be the manufacturer and acquire ownership of the product at the latest upon the further processing, in accordance with the statutory provisions.
- (4) Transfer of ownership of the Goods to us must be done unconditionally and regardless of payment of the price. However, if in the individual case we accept an offer by the Seller to transfer ownership which is conditional upon payment of the purchase price, the Seller's retention of title ceases to exist at the latest upon payment of the purchase price for the Goods delivered. We remain authorised in the ordinary course of business, even before payment of the purchase price, to sell the Goods on subject to advance assignment of the claim arising therefrom (alternatively application of a simple retention of title extended to the onward sale). This means that at least all other forms of retention of title are excluded, particularly extended retention of title, transferred retention of title, and retention of title extended to the further processing.

§ 7 Defective Delivery

- (1) The statutory provisions apply for our rights in the event of quality defects and defects in title regarding the Goods (including wrong and insufficient delivery as well as improper assembly/installation or defective instructions), and in the event of other breaches of obligation by the Seller, and – exclusively for our benefit – the following additions and clarifications:
- (2) Pursuant to the statutory provisions, the Seller is responsible in particular for the Goods having the agreed qualities upon transfer of the risk to us. At least product descriptions which – particularly through designation or reference in our order – are the subject matter of the respective contract or have been incorporated in the same way as these GPC into the contract constitute an agreement concerning the qualities. In this context, it makes no difference whether the product description stems from us, from the Seller or from the manufacturer.
- (3) In the case of Goods with digital elements or other digital contents, the Seller owes the provision and updating of the digital contents at least insofar as this arises from an agreement concerning qualities pursuant to (2) above or other product descriptions given by the manufacturer or on its behalf, particularly on the Internet, in the advertising or on the goods label.

- (4) We are not obliged upon entry into contract to conduct an inspection of the Goods or make particular enquiries concerning any defects. Partially in deviation from the second sentence of § 442.1 of the BGB, we are thus entitled without restriction to defect claims even if due to gross negligence we failed to be aware of defects upon entry into the contract.
- (5) The statutory provisions apply for the commercial inspection and complaint obligation (§ 377, § 381 of the German Commercial Code (HGB)), with the following proviso: our inspection obligation is limited to defects which are revealed during our incoming-goods check when subjected to external examination, including the delivery documentations (e.g. transport damage, false and insufficient delivery) or are apparent during our quality check in a random-sample procedure. In addition, it is relevant to what extent an inspection is feasible in the ordinary course of business, taking account of the circumstances in the individual case. Our complaint obligation for defects discovered later remains unaffected. Irrespective of our inspection obligation, our complaint (defect report) is deemed to be prompt and timely at least if it is sent within 10 working days after discovery, or in the case of obvious defects, from delivery.
- (6) Subsequent performance also includes the disassembly of the defective Goods and the reinstallation insofar as the Goods are built into another item or are affixed to another item, according to their type and their usage purpose, before the defect became apparent; our statutory claim for compensation of corresponding expenditure (disassembly and installation costs) remains unaffected. The expenditure necessary for the purpose of checking and subsequent performance, particularly transport costs, road costs, labour costs and materials costs as well as any disassembly and installation costs, is borne by the Seller even if it transpires that in actual fact there was no defect. Our compensation liability in the event of unjustified defect-elimination requests remains unaffected; however, in this context we are only liable if we knew or failed to know due to gross negligence that there was no defect.
- (7) Irrespective of our statutory rights and § 5 hereof, the following applies: if the Seller does not comply with its obligation regarding subsequent performance – as we choose through elimination of the defect (subsequent improvement) or through delivery of a flawless item (replacement delivery) – within a reasonable period set by us, then we can eliminate the defect ourselves and demand that the Seller compensate us for the expenditure necessary for that purpose or a corresponding advance payment. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, operational safety being jeopardised, or imminent disproportionate damage and/or loss), no deadline is required; we will notify the Seller without undue delay about such circumstances, where possible beforehand.
- (8) In addition, we are entitled pursuant to the statutory provisions to reduce the purchase price or to rescind the contract in the event of a quality defect or a defect in title. Moreover, we have a claim for compensation and the reimbursement of expenditure pursuant to the statutory provisions.

§ 8 Supplier Regress

- (1) We are entitled without limitation to our legally-defined expenditure and regress claims within a supplier chain (supplier regress pursuant to § 478, § 445a, § 445b and/or § 445c, § 327.5, § 327u of the BGB) in addition to the defect claims. In particular, we are entitled to demand precisely the type of subsequent performance (subsequent improvement or replacement delivery) from the Seller which we owe to our customer in the individual case; in the case of Goods with digital elements or other digital contents, this applies also with regard to the provision of necessary updates. Our statutory right to choose (§ 439.1 of the BGB) is not limited thereby.
- (2) Before we acknowledge or fulfil a defect claim made by our customer (including reimbursement of expenditure pursuant to § 445a.1, § 439.2, § 439.3, § 439.6 sentence 2, § 475.4 of the BGB), we will notify the Seller and give a brief description of the facts, asking for a written response. If a substantiated response is not given within a reasonable period and if no amicable solution is achieved either, then the defect claim actually granted by us is deemed to be owed to our customer. In such case, it is incumbent upon the Seller to present evidence to the contrary.
- (3) Our claims arising out of supplier regress apply even if the defective Goods have been combined with another product or further processed in another way by us, our customer or a third party, e.g. through installation, affixation or assembly.

§ 9 Manufacturer Liability

- (1) If the Seller is responsible for product damage, it is obliged to indemnify us against third-party claims insofar as the cause lies in its organisation and sphere of control and it is liable itself in the external relationship.
- (2) In the framework of its indemnification obligation, the Seller is obliged to reimburse expenditure pursuant to § 683, § 670 of the BGB which arises out of or in connection with a third-party claim, including recall actions conducted by us. We will notify the Seller – insofar as possible and reasonable – about the contents and scope of recall measures, and give it the opportunity to make a statement. More extensive statutory claims remain unaffected.
- (3) The Seller is obliged to take out and maintain product-liability insurance with a flat-rate coverage sum of at least EUR 10 million per instance of personal injury/property damage.

§ 10 Time-Barring

- (1) The contract parties' reciprocal claims become time-barred pursuant to the statutory provisions, insofar as nothing to the contrary is stipulated below.

- (2) In deviation from § 438.1 nr. 3 of the BGB, the general period of limitations for defect claims is 3 years from the transfer of risk. Insofar as acceptance is agreed upon, the period of limitations starts to run upon acceptance. The 3-year period of limitations applies correspondingly also for claims arising out of defects in title, in which regard the statutory period of limitations for third-party *in rem* delivery claims (§ 438.1 nr. 1 of the BGB) remains unaffected; claims arising out of defects in title do not become time-barred beyond this in any event, as long as the third party can still assert the right – particularly due to lack of time-barring – against us.
- (3) The periods of limitation of the law of sales, including the foregoing prolongation, apply – in the statutory scope – for all contractual defect claims. Insofar as we are entitled to non-contractual compensation claims due to a defect as well, the usual statutory period of limitations (§ 195, § 199 of the BGB) applies thereto, if in the individual case the application of the periods of limitations of the law of sales does not result in a longer period of limitations.

§ 11 Choice of Law and Legal Venue

- (1) The law of the Federal Republic of Germany applies to these GPC and the contract relationship between us and the Seller, excluding the application of international uniform law, particularly the CISG.
- (2) If the Seller is a merchant in the sense of German Commercial Code, a public-law legal entity or a public-law special fund, the exclusive – including international – legal venue for all disputes arising from the contract relationship is our business headquarters in Aachen. The same correspondingly applies if the Seller is an entrepreneur in the sense of § 14 of the BGB. However, in all cases we are also entitled to file a lawsuit at the place of performance of the delivery obligation pursuant to these GPC or a prevailing individual agreement or at the Seller's general legal venue. Prevailing statutory provisions, particularly regarding exclusive jurisdiction, remain unaffected.

Aachen, November 2025