

General Terms and Conditions of Purchase and Contract

HAWART Sondermaschinenbau GmbH

These Terms and Conditions form an integral part of all contacts concluded between Suppliers and Contractors (hereinafter referred to as "Suppliers") and HAWART Sondermaschinenbau GmbH, including all current and future business transactions. These Terms and Conditions shall apply exclusively. Deviating, conflicting or supplemental terms and conditions of the Supplier require the express, prior written agreement of HAWART to become part of the contract. These terms and conditions shall also apply exclusively if HAWART, being aware of deviating, conflicting or supplemental conditions of the Supplier, accepts a delivery or service or pays for such delivery or service without reservation.

1 Offers and Contract Conclusion

- 1.1 Supplier offers shall be submitted to HAWART without obligation to purchase. In its offer, the Supplier shall adhere to the quantities, quality and design specifications in the request for supplier offers by HAWART. Any and all deviations from the specifications shall be expressly highlighted.
- 1.2 Orders or contracts for the supply of goods and services (hereinafter referred to as purchase orders "PO") and any other declarations shall only be binding upon HAWART, if confirmed by HAWART in writing.
- 1.3 PO confirmations by the Supplier, which are fully compliant with the PO, are expected within 2 working days of the date of such a PO. Any PO confirmations that are deviating from the original PO must be re-confirmed in writing by HAWART to become part of a final PO.

2 Prices

- 2.1 Agreed prices shall be understood as fixed prices excluding value added tax. Prices shall include the payment for all supplies and services assigned to the Supplier (including shipping, insurance, duty and packaging) and shall be understood as DDP Ganderkese, except mutually agreed differently by the parties.
- 2.2 Advance payments require express agreement. §632a BGB (German Civil Code) shall not apply.

3 Delivery Item

- 3.1 The PO shall be authoritative for the content, type and scope of the delivery.
- 3.2 Any drawings, descriptions, etc. shall be binding upon the Supplier; however, the Supplier shall check them for any inconsistencies and notify HAWART immediately of any discovered or suspected errors. The Supplier shall remain solely responsible for any drawings, plans, diagrams and calculations prepared by him, even if HAWART has approved/released the same.
- 3.3 Unless further requirements are specified in the PO, the Supplier shall warrant to provide the delivered items in good merchantable quality and, insofar as DIN, VDE, VDI or equivalent standards exist, in accordance with such standards. The Supplier shall furthermore warrant that the delivered items are manufactured and equipped so that on the day of delivery they fulfil the legal requirements at the place of operation.
- 3.4 The Supplier undertakes to submit Supplier's declarations in accordance with relevant legal provisions and to hand over to

HAWART, upon request, any documents required for export, etc. The Supplier shall be liable for any damages incurred by HAWART resulting from a breach of the above stipulated obligations by the Supplier.

- 3.5 Unless otherwise agreed upon, the handing over of material certificates and other documents, which are necessary for the certification of the delivery item, is part of 3.1 according to these Terms and Conditions.

4 Documents, Manufacturing Equipment, Confidentiality

- 4.1 All documents made available to the Supplier or prepared by the Supplier in accordance with the specifications provided by HAWART (drawings, samples, etc.) as well as all data must only be used by the Supplier for the purpose of preparing the offer and executing the deliveries ordered. The Supplier shall keep such documents and data with due diligence and protect it against third party access. Such documents and data - including any copies or reproductions - shall be returned immediately and without further request after the inquiry has been completed or after the delivery has been executed.
- 4.2 Models or samples made available to the Supplier by HAWART or which were made in accordance with the specifications provided by HAWART must neither be sold, pledged or otherwise transferred nor be used in any way on behalf of third parties without the written consent of HAWART. Items/objects that were developed or further developed by HAWART in collaboration with the Supplier must solely and exclusively be delivered to HAWART.
- 4.3 At the request of HAWART, a contract shall only become effective on the day a separate confidentiality agreement is signed or when an agreement to that end is reached.

5 Dates and Deadlines

- 5.1 The agreed term of delivery shall commence upon the conclusion of the contract.
- 5.2 The day of delivery is deemed to be the day the ordered delivery items and the shipping documents are received at the place of delivery stipulated by HAWART.
- 5.3 If it becomes evident that a delivery date will be exceeded, the Supplier must inform HAWART immediately of the reason and expected duration of such delay.
- 5.4 Notwithstanding this, exceeding a delivery time shall give rise to the statutory consequences of default.
- 5.5 HAWART shall not be obligated to accept any partial, excess or short deliveries.

6 Packaging, Shipping and Acceptance

- 6.1 The Supplier shall provide for adequate packaging of the goods to be delivered within the scope of customary practice.
- 6.2 Shipment shall be dispatched to the receiving point specified by HAWART and the risk for the goods shall pass to HAWART at this receiving point. Deliveries for which HAWART is to bear the freight charges, in whole or in part, shall be transported using the most economic mode of transport at the most favourable freight rate for HAWART. The shipping instructions of HAWART must be observed.
- 6.3 Every shipment shall be accompanied by a delivery note/shipping ticket, including the key data (like the PO number, the HAWART project number etc.) as specified in the PO.

6.4 HAWART may refuse acceptance of the delivered goods if an event of force majeure or any other circumstances beyond the control of HAWART occurs, including labour disputes, which temporarily render the acceptance of the delivered goods and services impossible. In such a case, the Supplier shall store the delivered goods and retain the services at its own cost and risk.

7 Invoices and Payments

7.1 Invoices shall be submitted stating the key data noted on the order.

7.2 Payments to the Supplier shall only be made by HAWART after receipt of error free and complete goods and services at the specified point of delivery and the receipt of a commercial invoice which is correct and sufficient for review. In absence of a separate agreement payments are made within 14 calendar days as of the date of a correct invoice with a cash discount of 3% on the amount of invoice or 60 days and then at the end of the month plus 5 days on net invoice amount basis.

8 Assignment, Set-Off

8.1 Without the prior written consent of HAWART, the Supplier shall not be entitled to assign claims against HAWART to third parties either in whole or in part.

8.2 The Supplier shall not be entitled to set-off any counterclaims or the assert a right of retention unless the counterclaims are undisputed and have been finally determined in a court of law.

9 Defects

9.1 The Supplier warrants that the delivered items are of the agreed quality level, correspond with state-of-the-art technology, are free from defects, which may impair their value or fitness for purpose and conform in all aspects to the HAWART specifications. In addition, the Supplier shall be liable, that neither the delivery nor the use of the delivered goods and services will infringe third party rights, in particular patents or other industrial property rights.

9.2 If the delivered goods or services are defective, HAWART shall be entitled to claim damage by law and contract - without limitation - subject to the provision that the period of notice for raising claims stipulated in § 377 HGB (German Commercial Code) is at least 3 working days. In the case of hidden defects, which appear during further processing or commissioning of the delivered items by the Supplier by HAWART, the notice period for claims shall only commence with their detection by HAWART.

9.3 In case of rework or replacement shipments for defective goods and services, the Supplier shall bear all costs associated with the removal, transport or disposal of such defective goods and services, as well as all cost associated with the transport and installation of such repaired or subsequently delivered parts.

9.4 The warranty period for all goods and services delivered to HAWART shall be subject to the provisions of law or the respective specific contractual terms agreed between the parties, whichever is longer.

10 Damages and Liability

10.1 Should a claim for damage be raised against HAWART by third parties as a result of a defect in the supplied goods and services,

the Supplier shall hold harmless and indemnify HAWART against any and all of such claims without limitation, insofar as the damage has been caused by the raw materials, partial products delivered or services rendered by the Supplier in the products supplied by HAWART to its customers. Apart from that, the Supplier shall be liable in accordance with provisions of law or the specific contractual terms agreed between the parties, whichever is more favourable to HAWART.

11 "No-Russia-Clause"

11.1 The Supplier shall not sell, export or re-export, directly or indirectly any products to HAWART from the Russian Federation in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

11.2 The Supplier shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible re-sellers.

11.3 The Supplier shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible re-sellers, that would frustrate the purpose of paragraph (1).

11.4 Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the PO, and HAWART shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the PO; and (ii) a penalty of 50% of the total value of the PO or the price of the goods supplied, whichever is higher.

11.5 The Supplier shall immediately inform HAWART of any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Supplier shall make available to HAWART information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

12 Final Provisions

12.1 The place of fulfilment for the Supplier is the corresponding place of receipt specified by HAWART in the PO.

12.2 The place of jurisdiction shall be the competent court for the registered offices of HAWART. However, HAWART shall be entitled to assert claims at the courts which have jurisdiction over the place of business from the Supplier.

12.3 German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

12.4 Should any individual provisions of a PO, of which these Terms and Conditions form part of, be or become invalid, the validity of the remaining provisions of the PO shall not be affected thereby and the invalid provision shall be replaced by a new legally valid clause which comes closest to the invalid clause and the original intention of the parties.

Ganderkesee, valid as of 05/2025