

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Purchase ("Terms and Conditions") shall apply to all inquiries, offers, orders, order confirmations and contracts with companies, legal entities under public law or special funds under public law (hereinafter referred to as the "Supplier"), under which the Supplier undertakes to provide services to us. This specifically includes contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the Supplier manufactures the Goods itself or procures them from third parties, as well as all services and works, including any other services the Supplier provides to us (collectively, "Services").

1.2 These terms and conditions shall apply exclusively. Any deviating or conflicting terms and conditions of the Supplier shall not be binding upon us unless expressly acknowledged by us in writing. This shall also apply in cases where we accept the Supplier's delivery without reservation while being aware of terms and conditions of the Supplier that conflict with or deviate from our own.

1.3 Unless otherwise agreed, the Terms and Conditions in the version valid at the time of our order, or in any case in the most recent version communicated to the Supplier in text form, shall also apply as a framework agreement for similar future contracts without the need for explicit reference in each individual case. The current version of these Terms and Conditions can be accessed at **[URL: ●]** under the General Terms and Conditions section.

1.4 Individual agreements (e.g., framework supply agreements, quality assurance agreements) concluded with the Supplier on a case-by-case basis (including ancillary agreements, supplements, and amendments) shall, in all cases, take precedence over these Terms and Conditions. Unless proven otherwise, the content of such agreements shall be governed by a written contract or our written confirmation. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris ("ICC"), as applicable at the time of contract conclusion.

1.5 Any legally relevant declarations and notifications that the Supplier is required to provide to us in connection with the contract (e.g., setting deadlines, notifications of defects, reminders, withdrawal, or reduction) must be made in writing (i.e., in written or text form within the meaning of these Terms and Conditions, including email, letter, or fax). Statutory formal requirements and additional evidence obligations, particularly in cases where

there are doubts about the authority of the declaring party, shall remain unaffected.

1.6 References to statutory provisions are made for clarification purposes only. Even in the absence of such references, statutory provisions shall apply unless they are expressly modified or excluded by these Terms and Conditions.

2. CONCLUSION OF CONTRACT, DOCUMENTS

2.1 Only orders placed in writing shall be legally binding. Orders placed verbally or by telephone shall require subsequent written confirmation to be legally valid. The same requirement applies to verbal ancillary agreements and contract amendments. Any agreements made with other departments shall require express written confirmation from the Purchasing Department in the form of a contract addendum if they modify the terms stipulated in the contract. Services or deliveries rendered without a written order shall neither be recognized nor remunerated. The Supplier is obligated to notify us of any apparent errors (e.g., typographical or calculation mistakes) or omissions in the order, including order documents, for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.

2.2 If our order does not constitute acceptance of an offer by the Supplier but rather serves as an offer to conclude a contract, we shall be bound by this offer for one week from the date of receipt by the Supplier. The Supplier may accept the offer solely by providing a written declaration within this one-week period. A delayed acceptance shall be deemed a new offer by the Supplier and shall require our explicit acceptance.

2.3 All offers shall be non-binding for us. No remuneration shall be provided for visits, the preparation of offers, cost estimates, project drafts, or similar services.

3. PERFORMANCE, DELIVERY AND TRANSFER OF RISK

3.1 The Supplier is obligated to perform the service itself unless we have expressly agreed in writing to the provision of the service by a third party in advance.

3.2 Unless otherwise agreed (e.g., a limitation to existing stock), the Supplier shall bear the procurement risk for its services.

3.3 Unless otherwise agreed, delivery shall be made on a "free domicile" basis to the location specified in our order. This location shall also be the place of fulfillment for both the delivery and any subsequent performance (delivery obligation).

3.4 Each delivery must be accompanied by a delivery note specifying the date (issuance and dispatch), the contents of the delivery (article number and quantity), and our order identification details (date and number). If the delivery note is missing or incomplete, we shall not be liable for any resulting delays in processing and payment. A separate dispatch notification with identical information must be sent to us independently of the delivery note.

3.5 The risk of accidental loss or accidental deterioration of the Goods shall transfer to us only upon handover at the designated place of fulfillment. If acceptance has been contractually agreed upon, the transfer of risk shall occur upon acceptance.

4. CONFIDENTIALITY / RESERVATION OF TITLE

4.1. We retain all ownership rights and copyrights to illustrations, drawings, calculations, product descriptions, and other documents. These materials may not be disclosed to third parties without our express written consent and must be used exclusively for production in accordance with the order. Upon completion of the order, they must be returned to us without the need for a request. They must be kept strictly confidential and not disclosed to third parties. Any special confidentiality agreements and statutory provisions regarding the protection of trade secrets shall remain unaffected.

4.2 The Supplier further undertakes to maintain confidentiality regarding all confidential information and business secrets disclosed by us, including but not limited to the prices paid for the Supplier's services. The Supplier shall use such information solely for the purpose of performing the contract. This obligation shall survive the termination of the contract.

4.3 If the Supplier becomes aware that any confidential information has been accessed by an unauthorized third party, it shall immediately inform us.

4.4 If we provide the Supplier with tools, such tools shall remain our exclusive property and must be returned to us upon request at any time in good condition, except for normal wear and tear. These tools may only be used by the Supplier for the performance of the contract concluded with us or for the agreed purpose. The Supplier shall not use the

tools for any other purpose or transfer them to third parties without our prior written consent. Additionally, the Supplier is required to insure our tools at replacement value against fire, water damage, and theft at its own expense.

4.5 Any processing, mixing, or combination (further processing) of items provided by the Supplier shall be carried out on our behalf. The same applies to any further processing of the delivered Goods by us, such that we shall be deemed the manufacturer and shall acquire ownership of the product upon further processing in accordance with statutory provisions.

4.6 If, after mixing, our item is deemed the principal item, the Supplier agrees to transfer proportional co-ownership to us. In all cases, the Supplier shall safeguard our sole ownership and/or co-ownership on our behalf.

5. PRICES AND TERMS OF PAYMENT

5.1 The price stated by us in the order shall be binding and excludes any subsequent claims of any kind. All prices include statutory value-added tax unless it is separately indicated.

5.2 Unless otherwise agreed in writing between the parties, the prices include all costs for packaging, transportation (including any insurance) to the specified shipping address or place of use, as well as for customs formalities and any related ancillary services (e.g., assembly, installation). The agreement on the place of fulfillment shall remain unaffected by the pricing method.

5.3 The payment terms stated in our purchase order shall apply exclusively. The agreed price shall become due for payment within the agreed payment period upon full delivery and performance (including any agreed acceptance) and receipt of a proper invoice. Invoices shall be sent exclusively by email to invoice@hcp.com. In the case of a bank transfer, payment shall be deemed made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

5.4 If material test certificates (e.g., works certificates, measurement protocols, annealing protocols, material data sheets, technical data sheets, etc.) have been agreed upon, they shall form an integral part of the contract and must be provided to the Buyer together with the Goods at certificates@hcp.de. The payment period for invoices shall not commence before the receipt of the agreed documentation.

5.5 We shall not be liable for any interest on arrears. Statutory provisions shall apply in the event of payment default.

5.6 Unless otherwise agreed, we shall only be obligated to make payments for partial performance once the Supplier has completed the entire service.

5.7 Payments made do not constitute an acknowledgment that the delivery or service is in accordance with the contract and free of defects.

5.8 We shall be entitled to full set-off rights and rights of retention. If the deliveries are defective or do not conform to the type, quality, and quantity specified in the order, we shall be entitled to withhold payment until the Supplier has remedied the defect. The deferral of payment shall not be disproportionate, and retention shall not exceed twice the cost of rectification.

5.9 The Supplier shall only have the right to set off or retain payments based on counterclaims that are either legally established or undisputed.

5.10 The Buyer shall be notified in writing of any planned price increases at least six (6) weeks before they take effect, with a detailed justification for such increases.

6. SHIPPING AND PACKAGING

6.1 The Supplier shall ensure that the Goods are properly packed, secured, labeled, and shipped in a manner that guarantees their arrival in good condition and free from damage at the designated time and place of delivery, as specified in the contract. All packaging materials must comply with applicable laws and regulations. The shipment shall be at the Supplier's risk. Unless otherwise expressly agreed, the Buyer shall not be obligated to return packaging or packaging materials.

7. DELIVERY TIME, DELAY IN DELIVERY, AND ACCEPTANCE

7.1 The delivery date specified in the order shall be binding. If no specific delivery time is stated in the order and no alternative agreement has been made, the delivery period shall be four (4) weeks from the conclusion of the contract.

7.2 If the Supplier fails to perform, does not perform within the agreed delivery period, or is in default, our rights—including but not limited to rescission and claims for damages—shall be determined in accordance with statutory provisions. The provisions of Section 8.3 shall remain unaffected.

7.3 In the event of default, we may—without prejudice to any further statutory claims—demand lump-sum compensation for the delay amounting to 1% of the net price per completed calendar week, up to a maximum of 5% of the net price of the delayed Goods. We reserve the right to prove that higher damages have been incurred. The Supplier shall have the right to prove that no damage, or only significantly lesser damage, has been incurred.

7.4 The Supplier shall be obliged to immediately notify the Buyer in writing if circumstances arise or become foreseeable that may prevent compliance with the agreed delivery deadline.

7.5 Partial deliveries shall only be permitted with the prior written consent of the Buyer. Any excess deliveries shall be returned at the Supplier's expense.

7.6 Statutory provisions shall apply with regard to the occurrence of our default in acceptance. However, the Supplier must expressly offer performance if a specific or determinable calendar date has been agreed for an action or cooperation on our part (e.g., provision of materials). If we are in default of acceptance, the Supplier may claim reimbursement of its additional expenses in accordance with statutory provisions (§ 304 BGB). If the contract concerns a non-fungible item to be manufactured by the Supplier (custom production), the Supplier shall only be entitled to additional rights if we have undertaken to cooperate and are responsible for the failure to do so.

8. CLAIMS DUE TO DEFECTS / INSURANCE COVER

8.1 The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and notify defects, subject to the following modifications: Our inspection obligation shall be limited to defects that are apparent during our incoming goods inspection through an external examination, including a review of the delivery documents (e.g., transport damage, incorrect deliveries, or shortfalls), or defects that are identifiable during our quality control through a random sampling procedure. If acceptance has been contractually agreed, we shall not be obligated to conduct an inspection. Otherwise, the extent of the inspection obligation shall depend on what is feasible in the ordinary course of business, taking into account the individual circumstances of each case. Our obligation to notify defects that are discovered at a later stage remains unaffected. Notwithstanding our inspection obligation, a complaint (notification of defects) shall in any case be deemed to have been submitted promptly and in a timely manner if it is sent

within five (5) working days from the date of discovery or, in the case of obvious defects, from the date of delivery.

8.2 We are under no obligation to inspect the Goods or make specific inquiries regarding defects at the time of contract conclusion. In partial deviation from § 442 para. 1 sentence 2 BGB, we shall be entitled to full claims for defects even if the defect remained unknown to us at the time of contract conclusion due to gross negligence.

8.3 We shall be entitled to all statutory defect claims without restriction. In any case, we shall have the right to demand, at our discretion, either immediate rectification of the defect or the delivery of a new, defect-free item. We expressly reserve the right to claim damages, including but not limited to damages in lieu of performance.

8.4 In accordance with statutory provisions, the Supplier shall be liable for ensuring that the Goods conform to the agreed quality at the time of the transfer of risk to us. In any case, product descriptions that—either by designation or explicit reference in our order—form part of the respective contract or are incorporated in the same manner as these Terms and Conditions shall be deemed part of the quality agreement. It is irrelevant whether the product description originates from us, the Supplier, or the manufacturer.

8.5 The Supplier shall bear all costs necessary for the purpose of subsequent performance, including but not limited to transport, travel, labor, and material costs, as well as any dismantling and installation costs. The Supplier shall also bear these costs even if it is later determined that no defect actually existed. Our liability for damages due to unjustified defect remedy requests shall remain unaffected; however, we shall only be liable if we recognized or were grossly negligent in failing to recognize that no defect existed.

8.6 We shall be entitled to remedy the defect ourselves at the Supplier's expense if there is an imminent risk or particular urgency. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g., due to urgent operational requirements, threats to operational safety, or imminent disproportionate damage), no deadline for rectification shall be required. In such cases, we shall inform the Supplier of the circumstances without undue delay, if possible, in advance.

9. SUPPLIER RECOURSE

9.1 We shall be entitled to all statutory claims within the supply chain (supplier recourse pursuant to

Sections 478, 445a, 445b, or Sections 445c, 327 (5), 327u BGB) in full, in addition to any claims for defects. In particular, we shall have the right to demand from the Supplier the exact type of subsequent performance that we are required to provide to our own customer in the individual case.

9.2 Before we acknowledge or fulfill a defect claim asserted by our customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we shall notify the Supplier and request a written statement, briefly outlining the relevant facts of the case. If the Supplier does not provide a substantiated response within a reasonable period and no amicable resolution is reached, the defect claim actually granted by us shall be deemed to be due to our customer. In such cases, the Supplier shall bear the burden of proof to the contrary.

10. STATUTE OF LIMITATIONS

10.1 In deviation from Section 438 para. 1 no. 3 BGB, the limitation period for claims for defects shall be thirty-six (36) months, calculated from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance.

10.2 In all other respects, the reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions. Claims arising from defects of title shall become time-barred at the earliest three (3) months after we first become entitled to invoke the defense of the statute of limitations against a third party.

10.3 Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any manner by us, our customer, or a third party, including but not limited to installation, attachment, or integration.

11. PRODUCT LIABILITY

11.1 To the extent that the Supplier is responsible for product-related damages, it shall be obligated to indemnify us upon first demand against any third-party claims for damages, provided that the cause of the damage falls within the Supplier's sphere of responsibility and liability toward third parties.

11.2 Within the scope of liability under Section 11.1, the Supplier shall also be obligated to reimburse any expenses incurred under Sections 683, 670 BGB and Sections 830, 840, 426 BGB, including but not limited to those arising from or in connection with a recall campaign. Statutory claims

shall remain unaffected. The Supplier undertakes to maintain adequate product liability insurance; any further claims for damages shall remain unaffected.

11.3 The Supplier shall obtain and maintain product liability insurance with a minimum coverage amount of EUR 10 million per personal injury and property damage claim.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Supplier warrants that its performance does not infringe any third-party rights.

12.2 If a third party asserts claims against us due to an infringement of its rights in connection with the Supplier's performance, the Supplier shall be obligated to indemnify us against any such claims upon first request. This indemnification obligation shall cover all expenses incurred by the Buyer as a result of or in connection with the third-party claim.

12.3 In the event of third-party claims for damages, the Supplier reserves the right to prove that it is not responsible for the infringement of the third party's rights.

13. EARLY TERMINATION

13.1 We may cancel the order in whole or in part. In the event of such termination, the Supplier shall be entitled to claim the agreed price for the order, provided that the Supplier offsets any expenses saved as a result of the termination or accounts for any gains obtained or maliciously failed to obtain through other use of the goods or its labor.

13.2 We reserve the right to cancel an order in accordance with statutory provisions, particularly in cases of breach of contractual obligations by the Supplier.

14. APPLICABLE LAW / PLACE OF JURISDICTION / PLACE OF

14.1 These Terms and Conditions and the entire legal relationship between us and the Supplier shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods ("C.I.S.G."), as well as any other bilateral or multilateral treaties that standardize international sales law.

14.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship with the Supplier shall be Ansbach. However, we also reserve the right to bring legal

action before the court with jurisdiction over the Supplier's registered office.

14.3 Unless otherwise specified in the order or these Terms and Conditions, the place of fulfillment shall be our registered office in Ansbach.

14.4 Should any provision of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.
