Solero Technologies Europe GmbH, Solero Technologies Villingen GmbH, Solero Technologies Malente GmbH, Solero Technologies Markdorf GmbH, Solero Technologies Prostějov s.r.o. and Solero Technologies Sibiu SRL

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

(DATE: OCTOBER 2026)

1. SCOPE

1.1 These General Terms and Conditions for the Purchase of Goods and Services ("**GTC**") shall apply exclusively to agreements with entrepreneurs within the meaning of Section 14 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**"), legal persons under public law and with special funds under public law.

1.2 The subject of the GTC shall be any delivery of goods and any service rendered by the seller ("**Seller**") to Solero Technologies Europe GmbH, Solero Technologies Villingen GmbH, Solero Technologies Malente GmbH, Solero Technologies Markdorf GmbH, Solero Technologies Prostějov s.r.o. and Solero Technologies Sibiu SRL ("**Buyer**"). The deliveries and services in accordance with sentence 1 shall be exclusively effected based on the terms of the GTC and any attachments or items incorporated by reference (including any specifications, drawings, quality requirements or any other requirements of Buyer or Buyer's customers, and any supplier manual or other policies of Buyer provided or otherwise made available to Seller (together with any scheduling agreements or similar documents and any releases issued by Buyer under an order, collectively constituting the complete and exclusive agreement between Buyer and Seller ("**Agreement**"). Other provisions, in particular the general terms and conditions of Seller, shall not apply, irrespective of whether or not they were expressly rejected by Buyer. Only the GTC shall apply, even if Buyer, being aware of other general terms and conditions, renders or accepts performance without reservations.

1.3 Unless agreed otherwise, the GTC shall apply in the version applicable at the time of the respective contract conclusion with Seller, in either case in the most recent text form communicated to Seller.

1.4 The GTC shall also apply to future similar legal transactions between Buyer and Seller.

1.5 Individual agreements entered into between Buyer and Seller in individual cases shall take precedence. Subject to counterevidence, a written agreement or a written confirmation by Buyer shall be relevant for the content of such agreements.

2. ORDERS, CONTRACT CONCLUSION

2.1 Offers, cost estimates and other services by Seller that prepare the conclusion of the Agreement shall be exempt from charges.

2.2 Orders from Buyer shall be binding only if they were placed in writing ("**Order**"). [Orders placed verbally or by phone shall require a subsequent written confirmation in order to be valid.] To observe the written form, means of telecommunication that do not transmit at least a copy or facsimile of the issuer's signature, especially simple e-mails, shall be sufficient.

2.3 Written acceptance of the Order or commencement of performance of any work or services pursuant to the Order within five (5) business days of issuance will constitute Seller's acceptance of the Order. Delayed acceptance shall be deemed a new offer and shall require Buyer's acceptance.

2.4 Buyer at any time in writing may make changes in the drawings, designs and specifications of the goods or otherwise change the scope of the work covered by the Order, including work with respect to such matters as drawings, designs, specifications, inspection, testing or quality control, the method of packing and shipping, the place of delivery, shipping instructions, and quantity or delivery schedules. Seller agrees to promptly make such changes. If such changes affect the cost or time required for performance, Seller shall notify Buyer in writing of any resulting increase in costs or required extension of time, together with a reasonable explanation and supporting details, within seven (7) days after receipt of the notification of the change. Any claim for additional costs or an extension of time that is not notified and substantiated within such seven (7)-day period shall be deemed waived and shall not entitle Seller to any adjustment of the price or the time required for performance. If, after reviewing a claim duly notified and substantiated by Seller in accordance with this clause 2.4, Buyer determines, acting reasonably, that an adjustment to the costs or the time required for performance is warranted, the parties shall discuss an equitable adjustment. Any such adjustment shall be limited exclusively to the additional costs or extension of time demonstrated by Seller to be the sole and direct result of the specific change requested by Buyer. No costs, delays or other impacts unrelated to such specific change shall be taken into account. No price increase shall take effect unless and until an Order revision is issued by Buyer to Seller. Seller shall diligently continue performance of the Order, as changed, pending agreement on the amount, if any, of such equitable adjustment. Nothing contained in the Order shall relieve or excuse Seller from proceeding without delay in performing the Order as changed. Seller must not make any change in design, processing, packing, shipping, or place of delivery without Buyer's written approval. Seller shall make no changes to the manufacture of goods or performance of services, including any changes in manufacturing or assembly processes or procedures, specifications, designs, materials, internal or external finishes, fitments, forms or functions, location of manufacturing facilities, or personnel performing services, without Buyer’s prior written consent. If Seller proposes a change, Seller shall notify Buyer at least twelve (12) months prior to the proposed date of implementation together with all necessary information and documentation so as to permit Buyer to fully assess the proposed change. Seller shall provide, at Seller’s sole cost, any samples and additional information, testing or other data requested by Buyer at the times and in the form requested by Buyer. In connection with and prior to implementation of any such change request approved by Buyer in writing, Buyer may condition its approval on and otherwise require, among any other requirements demanded of Seller, that (a) adjustments be made to the price or time for delivery or performance of goods and services and (b) Seller, at Seller’s sole cost, prepare a safety stock of goods satisfactory to Buyer. No changes may be made by Seller other than in accordance herewith.

3. DELIVERY TIME, DELIVERY AND DEFAULT IN DELIVERY AND ACCEPTANCE

3.1 The delivery time specified on the face of the accepted Order shall be binding. If no delivery time is specified in the Order and if it was not agreed otherwise, either, the delivery time shall be [four weeks] from the contract conclusion. Seller shall be obliged to inform Buyer immediately if it is likely that the agreed delivery times – for whatever reason – cannot be observed. Despite such information Seller shall remain fully liable for the respective late delivery.

3.2 Deliveries shall be made "delivered duty paid" (DDP Incoterms® 2020) to the shipping address specified in the Order ("**Delivery Point**"). Early delivery or partial delivery shall be permitted only if this was expressly agreed to beforehand. Otherwise, Buyer shall have the right to return the delivery at Seller’s expense and risk. Should Buyer accept such a delivery, the payment period in accordance with clause 6.3 shall not begin before the agreed delivery date.

3.3 Seller shall provide with each delivery all accompanying documents required under applicable laws and regulations, the Order, the agreed specifications, and the delivery and site requirements communicated by Buyer, in a complete, accurate and timely manner, or, where specified by Buyer, transmit such documents electronically. Such documents shall include, to the extent applicable, delivery notes, packing lists, inspection and analysis certificates, certificates of origin, safety data sheets, and any other documents required for product, transport, dangerous goods, customs or export control purposes, etc. The delivery note shall contain at least the Order number, description and quantity of the goods, number of packages, destination and consignee, as well as, where required or specified by Buyer, the gross and net weight, type of packaging, batch or lot number, and the date of manufacture or completion.

3.4 Seller shall package, label and ship the goods properly and in a manner suitable for safe transportation in compliance with applicable laws and regulations and the delivery, packaging and site requirements communicated by Buyer. Packaging materials shall be limited to the extent necessary and must be approved and suitable for the intended mode of transport and for use at the place of destination. In particular, Seller shall ensure that all packaging supplied by Seller complies with the applicable requirements of Regulation (EU) 2025/40 on packaging and packaging waste ("**PPWR**") and any national implementing legislation enacted thereunder. Seller shall fulfil all registration, labelling, documentation, record-keeping, evidence and reporting obligations applicable to it. Upon request of Buyer, Seller shall promptly provide all documents required to demonstrate PPWR compliance, including technical documentation, EU declarations of conformity and proof of registration.

3.5 In case of a delay in delivery, Buyer shall be entitled to demand a contractual penalty from Seller in the amount of 1% of the delivery value of the delayed performance for each elapsed week of delay, however no more than 5% of the delivery value of the delayed performance in total. Further claims, especially under Buyer's statutory rights, shall remain unaffected. Buyer shall be entitled to prove that the amount of damages incurred was higher. Seller shall be entitled to prove that the amount of damages incurred was lower or that no damages were incurred. The contractual penalty shall be set off against any claim for damages.

3.6 Seller shall take all necessary measures to prevent any impact to Buyer’s production, including (i) maintaining sufficient safety stock of raw material, components, and finished goods, as well as having appropriate personnel in place to perform services, (ii) having contingency plans in place for obtaining raw material, components or necessary or helpful services from alternate providers and locations as well as expediting, and (iii) all other measure necessary in each case so as to avoid any impacts to Buyer, including preventing impacts related to supply or utility shortages or disruptions, transportation delays, etc. Without limiting the foregoing, Seller shall maintain at all times a minimum (i) two (2) weeks of finished goods if Seller ships from the country of Solero’s Delivery Point and (ii) four (4) weeks of finished goods within sixty (60) miles of Solero’s Delivery Point if Seller manufactures or ships from a country other than Solero’s Delivery Point.

3.7 The statutory provisions shall apply with regard to the occurrence of the default in acceptance by Buyer. However, Seller must expressly offer Buyer its services, even if a determined or determinable calendar time was agreed for Buyer to act or cooperate. If Seller is in default of acceptance, Seller may demand compensation for his additional expenses in accordance with the statutory provisions (Section 304 BGB). If the Agreement concerns the manufacture of a non-fungible good (single-unit production), Seller shall only be entitled to further rights if Buyer is obliged to cooperate and is responsible for the failure to cooperate.

4. PASSING OF RISK

The risk of accidental perishing and accidental deterioration of the goods shall pass to Buyer at the time of delivery at the Delivery Point, but risk of loss or damage shall not pass to Buyer until such goods are finally accepted by Buyer (regardless of any transfer of title). No act of Buyer, including acceptance of early, late, partial or excess deliveries or performance, any inspection (or lack thereof) or payment, shall act as a waiver of Buyer's rights under these Terms.

5. FORECASTS

Unless otherwise expressly agreed by Buyer in a signed writing, except for the first four (4) weeks of Buyer's forecast (if any), which shall be deemed firm: (i) any other estimates, forecasts or other projections of anticipated requirements for goods and services or program lengths provided by Buyer, if any, are, for avoidance of doubt, non-binding and provided for informational purposes only and are subject to change for any variety of internal and external factors within and outside Buyer's control; (ii) Buyer makes no representation or warranty, express or implied, including as to the accuracy or completeness of any such estimates, forecasts or other projections provided by Buyer to Seller from time to time; and (iii) no such estimate, forecast or projection shall be deemed or otherwise construed as any form of commitment of Buyer or otherwise binding on Buyer in any respect.

6. PRICES, PAYMENT, DEFAULT IN PAYMENT

6.1 The agreed prices shall be fixed prices. Unless otherwise agreed, prices are to be understood DDP Incoterms® 2020 and including packaging to the Delivery Point, plus statutory value added tax, provided this is listed separately in the invoice. No surcharges, premiums or other additional charges or expenses of any type (e.g. charges for customs expenses, duties, tariffs, handling, preparation, etc.) may be added to such stated prices without Buyer's express prior written consent. Prices are not subject to increase and Seller expressly assumes the risk of the occurrence or non-occurrence of any events (foreseeable or otherwise) that may affect prices or Seller's direct or indirect costs, including volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, governmental acts (including tariffs, embargos or quotas), and any other event which may impact the price or availability of materials, supplies, services or labor.

6.2 Seller shall ensure that the goods and services remain competitive in technology, service, and quality to other similar goods and services available to Buyer. If a competitor to Seller quotes substantially similar goods or services that are of better value, technology or quality, then within fifteen (15) days of Buyer's demand, Seller shall meet or exceed such competitive quotation.

6.3 Seller shall promptly render after delivery of goods or performance of services, correct and complete invoices to Buyer and shall accept payment by check or, at Buyer's discretion, other cash equivalent (including purchase cards or electronic transfer of funds). Payment shall be due 30 days from the date Buyer receives the conforming goods or services together with a proper invoice as set out in clause 6.4. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances, and claims on the goods or services provided under the Order. All amounts due shall be considered net of indebtedness or obligations of Seller or its affiliates to Buyer or its affiliates.

6.4 In the case of a bank transfer, payment shall be considered on time if Buyer's remittance order is received by Buyer's bank before the expiration of the payment period. Buyer shall not be responsible for any delays caused by the banks involved in the payment transaction.

6.5 If Buyer is in default with its payments, Seller may charge interest in the amount of five percentage points above the base rate applicable in each case.

7. RETENTION OF TITLE, TRANSFER OF TITLE

7.1 Any processing, mixing or combining (further processing) of provided items by Seller is carried out for Buyer. The same applies to further processing of the delivered goods by Buyer, so that Buyer is considered the manufacturer and acquires title of the product in accordance with the statutory provisions at the latest upon further processing.

7.2 The transfer of title of the goods to Buyer shall take place unconditionally and without regard to payment at the Delivery Point. However, if in an individual case Buyer accepts an offer from Seller for transfer of ownership that is subject to payment, Seller's retention of title shall expire at the latest upon payment for the delivered goods.

7.3 In the ordinary course of business, Buyer shall remain authorised to resell the goods, even before payment, with advance assignment of the resulting claim (*hilfsweise Geltung des einfachen und auf den Weiterverkauf verlängerten Eigentumsvorbehalts*). In any case, all other forms of retention of title are excluded, in particular the extended, forwarded and extended retention of title to the further processing (*der erweiterte, der weitergeleitete und der auf die Weiterverarbeitung verlängerte Eigentumsvorbehalt*).

7.4 Retentions of title of Seller that go beyond the simple retention of title shall be excluded. If Seller retained title to delivered items, this title shall be in force only until these items have been paid, unless Buyer already became the owner of these items by processing, combining or mixing them.

7.5 Buyer reserves the property and copyrights to all illustrations, plans, drawings, calculations, instructions, product descriptions and other documents. This applies accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that Buyer provides to Seller for production. Such items are – as long as they are not processed – to be stored separately at Seller's expense and to be insured to an appropriate extent against destruction and loss.

8. QUALITY, WARRANTY RIGHTS

8.1 Deliveries and services must be in compliance with the quality agreements and the state of the art, and all applicable statutory, regulatory and governmental requirements at the place of destination, including, without limitation, requirements relating to product safety, occupational health, hygiene and environmental protection. This includes, in particular, all applicable regulatory, safety and conformity requirements in force at the relevant time. In particular, the reference values of sample approvals as well as the agreed specifications and product descriptions of Seller or the manufacturer, shall be considered a quality agreement.

8.2 As regards the rights of Buyer in the event of material defects and defects of title (including wrong and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by Seller, the statutory provisions and, exclusively in Buyer's favour, the following additions and clarifications shall apply.

8.3 In the case of goods with digital elements or other digital content, Seller is responsible for providing and updating the digital content, at least to the extent that this arises from a quality

agreement or other product descriptions of the manufacturer or on the manufacturer's behalf, in particular on the internet, in advertising or on the product label.

8.4 Buyer shall be entitled to warranty claims without limitation, even if Buyer remained unaware of the defect at the time of the contract conclusion as a result of gross negligence.

8.5 The statutory provisions (Section 377, Section 381 German Commercial Code (*Handelsgesetzbuch*, "**HGB**") shall apply to the commercial obligation to inspect the goods and to notify defects with the following proviso: Buyer's obligation to inspect shall be limited to defects that are readily apparent during the incoming goods inspection under external physical examination (including the shipping documents) (e.g. transport damage, wrong or short delivery). The obligation to notify defects shall remain unaffected. Irrespective of Buyer's obligation to inspect, the notification of defects shall in either case be considered prompt and on time if notified within two weeks from discovering it or, in the case of obvious defects, from the time of delivery.

8.6 Subsequent performance shall also include the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; Buyer's statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, shall be borne by Seller even if a defect proves not to have existed. Buyer's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, Buyer shall only be liable if it recognised or grossly negligently failed to recognise that no defect existed.

8.7 Without prejudice to Buyer's statutory rights, the following shall apply: If Seller fails to meet its obligation to subsequent performance – at the choice of Buyer through the removal of defects (repair) or delivery of an item free from defects (replacement) – within a reasonable period set by Buyer, Buyer may remove the defect itself and demand reimbursement from Seller of the expenses required in this regard. In urgent cases, if for example the operational safety is at risk or to prevent the occurrence of unreasonable damage, Buyer shall be entitled to remove the defect itself without setting an appropriate deadline, and demand reimbursement from Seller of the expenses required in this regard. Seller will be promptly notified of such self-help, if possible before the self-help is carried out. The right to self-help shall not exist if Seller would be entitled to refuse the relevant supplementary performance in accordance with the statutory provisions.

8.8 The limitation period for claims for defects shall be three years from the passing of risk. Insofar as acceptance has been agreed to, the statute of limitations shall begin with the acceptance.

8.9 Buyer shall be entitled to the statutory rights of recourse without limitation. Buyer shall be entitled to claims for Seller recourse even if the defective goods were processed by Buyer or another contractor, for example by installing them into another product.

9. RECOURSE

9.1 Buyer is entitled without restriction to the legally established claims for expenses and recourse of Buyer within a supply chain (*Lieferantenregress gem. §§ 478, 445a, 445b bzw §§ 445c, 327 Abs. 5, 327u BGB*) in addition to the claims for defects. In particular, Buyer is entitled to demand from Seller exactly the type of subsequent performance (repair or replacement) that Buyer owes to its customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision

of necessary updates. Buyer's statutory right to choose the way of subsequent performance (Section 439 para. BGB) is not limited by this.

9.2 Before Buyer recognises or fulfils a claim for defects asserted by its customer (including reimbursement of expenses in accordance with Sections 445a para. 1, 439 para. 2, 3, 6 phrase 2 and Section 475 para. 4 BGB) it shall notify Seller, providing a brief description of the facts and circumstances and requesting a written statement. If such a substantiated statement is not provided within a reasonable period and if no amicable solution is reached, the claim for defects granted by Buyer shall be deemed to be owed to its customer. In this case, Seller shall be obliged to provide proof to the contrary.

9.3 Buyer's claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by Buyer, its customer or a third party, e.g. by assembly, mounting or installation.

10. MANUFACTURER AND PRODUCT LIABILITY

10.1 If Seller is responsible for damage to a product, it must indemnify Buyer from third-party claims, to the extent that the cause is located within its domain or organizational area and Seller itself is liable vis-à-vis third parties.

10.2 As part of its indemnification obligation, Seller must reimburse Buyer for expenses, which result from or arise in connection with a claim raised by third parties, including recall campaigns conducted by Buyer. Buyer shall inform Seller about the content and scope of recall measures – to the extent possible and reasonable – and give Seller the opportunity to comment. Other statutory claims shall remain unaffected.

10.3 In order to secure any claims for damages, Seller shall take out business and product liability insurance with general coverage of at least [EUR 10,000,000.00 (ten million)] per personal injury/property damage and maintain it until the expiration of the statute of limitations for warranty claims in relation to the last Order confirmed by Seller.

11. LIMITATION PERIOD

11.1 The mutual claims of the contracting parties shall lapse in accordance with the statutory provisions, unless otherwise specified below.

11.2 Notwithstanding Section 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for surrender (Section 438 para. 1 no. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall not lapse under any circumstances as long as the third party can still assert the right against us, in particular in the absence of a limitation period.

12. PATTERNS, TOOLS AND EQUIPMENT

12.1 Buyer will have title to and the right of immediate possession of any materials, pattern, tools, jigs, dies, equipment or materials (together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and all related documentation, drawings, specifications, samples, test reports, hardware, software and facilities, collectively, "**Equipment**") furnished or paid for by Buyer ("**Property**"), and Seller must not use such Property while in its possession for any work other than that of Buyer. If Seller purchases Property with Buyer's funds or is reimbursed by Buyer (directly or amortized through piece price), Seller shall execute a bill of sale and any and all other

documents necessary to transfer title free and clear of any liens to Buyer. While in Seller's possession, Property will be held by Seller as a bailee and must be maintained in good and usable condition at no further cost to Buyer. Seller shall maintain and administer a program for the maintenance, repair and preservation of the Property, and appropriate identification of its ownership in accordance with sound industrial practice. When requested, Seller shall furnish inventory schedules on the Property, or return the Property to Buyer in the condition in which it was received, except for reasonable wear and tear and consumption in the normal performance of work for Buyer.

12.2 Seller grants Buyer (or its designee) an irrevocable option to take possession of and title to any Equipment that is unique and used to manufacture the goods or perform the services upon payment of the net book value less any amounts previously paid to Seller for the cost of such Equipment, except where such Equipment is primarily used to produce goods or perform services that comprise commodity goods and services.

12.3 Any material furnished by Seller and paid for by or charged to Buyer will be owned by Buyer and held by Seller as a bailee and Seller shall assume the risk for any damage or loss thereto. Seller shall indemnify, defend, and hold Buyer Indemnitees harmless against all claims, demands, liabilities, costs and expenses, based upon or arising out of the use, storage or handling of the Property until returned to Buyer's possession. Seller shall sign, or hereby authorizes Buyer to sign on its behalf, any documents deemed reasonably necessary by Buyer, to be filed with federal, state or local officials to record Buyer's title and interest in any Property furnished or paid for by Buyer. Property and other material owned by Buyer shall be subject to removal at Buyer’s request at any time without notice. Buyer does not guarantee the accuracy of, or the availability or suitability of, any Equipment, Property or other material of Buyer, and all such items are supplied by Buyer (if at all) “as-is” without any warranty of any kind and shall be returned in no less than the same condition as originally received by Seller, reasonable wear and tear excepted.

13. SERVICE AND REPLACEMENT PARTS

During the production period and for (a) fifteen (15) years after the applicable original equipment manufacturer vehicle program ceases production (i.e., end of program life) or (b) ten (10) years after any non-automotive program ceases production, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller one hundred percent (100%) (or, if multiple sourced, the specified percentage as stated on the face of the Order) of Buyer’s service and replacement requirements for the goods, including component parts and materials, and those requirements will be reflected in quantities that are specifically identified by Buyer as firm orders in Buyer’s releases issued or otherwise made available to Seller, in each case at the prices set forth in the Order (or applicable portion thereof as described in the next sentence) for the first five (5) years plus any reasonable and actual cost differential for specialized packaging as approved by Buyer. Thereafter, pricing shall be as mutually agreed by the parties in good faith taking into account any actual cost differential for manufacturing plus any reasonable and actual cost differential for specialized packaging as approved by Buyer. If goods are systems or modules or otherwise component based, Seller shall sell each module, component or part at a price that does not, in the aggregate, exceed the complete goods price specified in the Order, less applicable assembly costs. Seller shall make service literature and other materials available to Buyer in a form requested by Buyer (including electronically) upon request from time to time at Seller’s sole cost. Seller’s obligation with respect to service and replacement requirements shall survive any expiration or termination of the Agreement and shall be made pursuant to the Agreement (including these Terms) as if no expiration or termination occurred.

14. TERMINATION OF AGREEMENT/ORDERS; TRANSITION OF SUPPLY

14.1 Buyer may terminate all or any part of the Order for convenience with a notice period of six (6) months. After expiry of the notice period, Seller shall immediately stop work on the Order or the terminated portion thereof and notify any subcontractors to do likewise. Buyer shall pay to Seller the Order price for all goods or services that have been completed in accordance with the Order and not previously paid for. Where articles or materials are to be specifically manufactured for Buyer hereunder and where Seller is not in default, an equitable adjustment shall be made to cover Seller's actual cost, excluding profit, for work-in-process and raw materials as of the date of termination, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Order. Buyer will not be liable for any charges or expenses incurred by Seller in advance of the normal lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred after the expiry of the notice period. Buyer will make no payments for finished goods, work-in-process, or raw materials in amounts more than those authorized by Buyer or for any undelivered goods which are in Seller's standard stock, or which are readily marketable. Payments made to Seller under this paragraph represent the sole responsibility of Buyer in case of cancellation of the Order and Seller agrees not to charge any other costs, expenses or fees to Buyer. Seller may not terminate the Order for convenience.

14.2 In addition to the termination right under clause 14.1, Buyer may terminate all or any part of the Order with a notice period of two (2) months upon the occurrence of any of the following events: (a) any quality issues, defects, non-conformities, or failures to comply with the agreed specifications regarding the goods or services delivered or to be delivered by Seller, irrespective of whether such issue constitutes a default; (b) the termination, cancellation, or reduction in scope of the project by Buyer's customer for whose project the Order is placed; or (c) the availability to Buyer of more favorable or better pricing, commercial terms, or conditions in the market for identical, comparable, or substitutable goods or services. In the event of termination under this clause 14.2, the wind-up and payment provisions set forth in clause 14.1 shall apply mutatis mutandis. For the avoidance of doubt, Buyer shall not be obligated to make any payment for any goods or services that are affected by quality issues, defects, non-conformities, or failures to comply with the agreed specifications.

14.3 Seller shall notify Buyer in writing of any Change of Control without undue delay and, in any event, no later than two (2) weeks after such Change of Control becomes effective, specifying the acquirer and the interest acquired. For the purposes of this provision, a "Change of Control" shall occur if a third party, or several third parties acting in concert, directly or indirectly acquire more than fifty percent (50%) of the voting rights or equity interests in Seller, or if Seller otherwise becomes subject to the control of a third party (including by way of merger, demerger, integration or the conclusion of a domination agreement). If Buyer’s material interests in the contractual relationship are materially adversely affected by the Change of Control, Buyer shall be entitled to terminate the Agreement and/or any Orders by giving one (1) month's written notice effective at the end of a calendar month or, where cause exists, with immediate effect for cause. A material adverse effect on Buyer’s material interests shall be deemed to exist in particular if: (a) the acquirer is a competitor of Buyer or is affiliated with such competitor; (b) the creditworthiness or performance capability of Seller relevant to the performance of the contract is demonstrably impaired; or (c) the acquirer is affiliated with a party with which Buyer is prohibited from maintaining business relationships (for example due to export control, sanctions or compliance requirements). Cause for immediate termination shall be deemed to exist if Seller culpably breaches its notification obligation under this clause 14.3 and Buyer becomes aware of the Change of Control only at a later point in time.

14.4 Each Party's right to terminate the Agreement and/or any Order for good cause (*Kündigung aus wichtigem Grund*) remains unaffected.

14.5 In connection with the expiration or termination of the Agreement or any Order, as the case may be, by either Buyer or Seller, in whole or in part, for any or no cause (including Buyer's decision to change to an alternate source for manufacture of the goods in question, including a Buyer- owned or -operated facility), Seller will cooperate in the transition of supply. During the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s), Seller will continue production and delivery of all goods and services as ordered by Buyer, at the prices and in compliance with the terms of the Order, and promptly provide all requested information and documentation regarding Seller's operations and access to Seller's facilities where goods are manufactured or services are performed, in each case as required by Buyer without premium or other condition. Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of the goods or services, information including suppliers and subcontractors, extraordinary packaging and transportation and other special services (collectively, "**Transition Support**") as expressly requested by Buyer in writing. If resource of the goods or services occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that, upon request, Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement after the dispute has been resolved.

15. COMPLIANCE

15.1 Seller shall act in compliance with all laws, guidelines, ordinances or other provisions under private, public or any other law applicable to Seller. In particular,

(a) Seller shall be solely responsible for ensuring that

- the goods to be delivered by it, or parts thereof, are in compliance with all applicable laws, guidelines, ordinances or other provisions under public law and regulations of agencies and trade associations, and

- the goods to be delivered by it, or parts thereof, are not subject to national or international export restrictions. If a product, or parts thereof, is subject to such an export restriction, Seller shall obtain the necessary export licenses for the global export at its own expense.

(b) Seller shall comply with all applicable foreign trade, export control, customs and sanctions laws and regulations. Seller represents and warrants that neither Seller nor any person that directly or indirectly owns or controls Seller is listed on any sanctions list maintained pursuant to the foregoing laws and regulations and that the goods supplied, including any raw materials and components contained therein, are not subject to any import, acquisition or transfer prohibitions under the sanctions laws and regulations of the European Union. Seller shall promptly inform Buyer if it becomes aware of any indication that the foregoing is no longer accurate or that any goods are subject to licensing requirements, shall provide appropriate supporting evidence upon request, and shall take reasonable measures to ensure compliance with these requirements by its subcontractors and suppliers.

(c) Seller shall provide Buyer in a timely manner with all documents, data, declarations, records, certificates and other information required to enable Buyer and its affiliates

to comply with applicable legal, regulatory, reporting, due diligence, registration, notification, customs, foreign trade, sustainability, environmental, product compliance and supply chain obligations relating to the goods, their packaging, components, raw materials, manufacture, transport, import, export, placing on the market, use, recycling or disposal. This may include, without limitation, information and supporting documentation required for compliance with customs and export control laws, sanctions regulations, the Carbon Border Adjustment Mechanism (CBAM), Regulation (EU) 2023/1115 on deforestation-free products (EUDR), Regulation (EU) 2023/1542 concerning batteries and waste batteries, Regulation (EC) No. 1907/2006 (REACH), Regulation (EU) 2025/40 on packaging and packaging waste (PPWR), product safety and market surveillance requirements, and any successor legislation.

Seller shall ensure that such information is accurate, complete and up to date and shall promptly provide updated information whenever changes occur that may affect its accuracy, completeness or validity. Seller shall maintain appropriate records and shall obtain corresponding information, declarations and supporting documentation from its subcontractors and suppliers as necessary to comply with its obligations under this section.

15.2 Responsibility in the supply chain

- Seller undertakes to comply with Buyer's Supplier Code of Conduct ("**Supplier Code**"), which can be found here [LINK] and to use responsible purchasing and manufacturing practices as described in more detail in the Supplier Code. The Supplier Code is also the basis for Buyer's conduct. Seller shall make its best efforts that its own suppliers comply with the standards set out in the Supplier Code.

- If Seller becomes aware during its own business activities for Buyer of a possible violation of human rights or environmental concerns within the meaning of the German Supply Chain Due Diligence Act (*Lieferkettensorgfaltspflichtengesetz*, "**LkSG**"), or if it otherwise becomes aware of such a violation, it is obliged to inform Buyer of such violation and of any measures taken. Seller shall cooperate with Buyer and use its best efforts to assist Buyer in implementing the necessary measures to end, prevent, and minimise human rights and environmental risks and violations, in particular in implementing the necessary preventive and remedial measures.

- Notwithstanding Buyer's audit rights pursuant to clause 16, Buyer and its third party representatives (including independent auditors nominated by Buyer) are entitled to conduct an audit at Seller's business and operating premises once a year or as required to identify and assess human rights and environmental risks or violations and to assess and determine whether Seller is complying with its obligations under this clause 15.2. Each audit request must be announced in writing with a notice period of two weeks. Seller is entitled to take appropriate measures to protect its business secrets and personal data, in particular customer data. Seller bears the costs of the audit, unless it can prove that there is no human rights or environmental risk or violation of human rights or environmental due diligence.

- Buyer expressly reserves the right to amend the Supplier Code at any time. In this case, Buyer will notify Seller of the amended version in writing. At the same time, Seller is expressly advised that the respective change becomes part of the contract between the parties if Seller does not object to the change in writing within a period of six weeks from notification of the change. If Seller objects and the parties cannot agree on changes that reasonably take into account the interests of both parties, Buyer may terminate the contract for cause.

16. AUDIT

16.1 In addition to Buyer's audit right under clause15.2, Seller, including its subsidiaries, affiliates and other related entities shall and shall procure that the Buyer and its third party representatives (including independent auditors nominated by Buyer) are permitted, on reasonable notice and during normal business hours, to access Buyer's premises and take copies of Buyer's records and other information, including reasonable quantities of samples of goods for examination purposes and to meet with Buyer's personnel to audit Buyer's compliance with its obligations under the Agreement (including to verify that any answers given previously in response to Buyer's Seller audit/approval questions remain true, accurate and not misleading).

16.2 Seller shall and shall procure that Buyer and its third party representatives are granted unrestricted access to all documents (electronic and paper), books, records, accounts and personnel as Buyer may reasonably require for the purpose of verifying Seller's compliance with its obligations under the Agreement.

16.3 Seller shall provide competent personnel with sufficient knowledge of any books, documents and records and shall reasonably assist Buyer or the accountant during the audit.

16.4 The audit shall generally be conducted at Buyer's costs, except in cases where the audit reveals that Seller has been in breach of obligations under the Agreement to the disadvantage of Buyer; in such case Seller shall bear the respective costs for the audit.

16.5 If the audit reveals that Seller is in breach of obligations under the Agreement, Seller shall immediately take all actions reasonably necessary to remedy such breach and to be in full compliance with the obligations under the Agreement.

16.6 In case of a quality related emergency Buyer and its third party representatives (including independent auditors nominated by Buyer) shall have the rights set out in clause 16.1 to 16.5 without giving prior notice to the Seller.

17. CONFIDENTIALITY

17.1 Seller shall treat any information transferred to it by Buyer as part of the Agreement and/or any Order as confidential and shall not disclose it to third parties. In addition, Seller shall comply with the obligations set out in clause 19 below.

17.2 Such information shall include in particular any information in written, including photocopied form, as well as drafts, sketches, technical protocols, models, electronic data, irrespective of the form in which this information is transferred (for example through discussions, phone conversations, on data carriers of different kinds, by means of data transmission of any kind or mailing). Any information and knowhow perceived visually and/or acoustically shall also be included. The confidential information shall include in particular all technical data, plans, drawings, calculations, implementation instructions, information about developments in terms of the goods and services, about research projects as well as all company data.

17.3 The obligation to maintain confidentiality shall not include information that is generally known and was obtained lawfully by third parties.

17.4 If Seller finds out that confidential information was disclosed to third parties unlawfully, it must inform Buyer immediately.

18. IP RIGHTS

18.1 Any and all intellectual property rights in any goods or services, including but not limited to copyrights and ancillary rights, trademarks, designs, patents, utility models, trade secret, know-how and similar exclusivity rights (together "**IP Rights**") shall solely vest with and shall be solely owned by Buyer. Seller herewith assigns any and all rights, title and interest to any IP Rights in and to any goods or services to Buyer. Buyer herewith accepts such assignment. The assignment of each right will become effective once the respective right comes into existence.

18.2 To the extent any of the IP Rights is not assignable for whatever reason, in particular German copyrights and ancillary rights, Seller herewith grants Buyer the exclusive (also towards Seller), irrevocable, royalty-free, assignable, sub-licensable (on an exclusive as well as non-exclusive basis) and unlimited as to time, place and content, right of use and exploitation right (*Nutzungs- und Verwertungsrechte*) (to the broadest extent permitted by law, especially with regard to Section 40a of the German Copyright Act (*Urhebergesetz,* "**UrhG**")) in and to any good or service, including but not limited to the right to copy, distribute, edit, reconfigure, publicly display and publicly exhibit the good or service and including the right to adapt the work (Section 39 UrhG), for all presently known and unknown types of use. Buyer herewith accepts such granting of rights.

18.3 Seller warrants (*gewährleistet*) that none of the goods or services or IP Rights infringes any third party rights or violates any laws or regulations, that neither of the goods or services nor the IP Rights are encumbered or subject to any rights in rem, and that the goods or services and IP Rights are free from any third party rights.

18.4 In case of a culpable breach by Seller of its obligations according to clause 18.3, Seller indemnifies and holds harmless (*freistellen*) Buyer from any and all losses, claims, actions, damages, expenses or liabilities, including but not limited to reasonable attorneys' fees and amounts paid for the settlement of any claims or actions, resulting from or relating to the possession, commercialization or any other kind of use of any of the goods or services or IP Rights.

18.5 In addition to any remedies provided by statutory law, in case of a breach of the aforementioned warranty (*Gewährleistung*) in clause 18.3, Seller will either provide Buyer with a workaround to the good or service concerned or will procure a license for Buyer to use the concerned good or service, depending on which option is preferable to Buyer and reasonable.

19. CYBER-SECURITY AND INFORMATION PROTECTION

19.1 Seller shall, at its expense and at all times, implement and maintain industry standard and appropriate technical and organizational measures and other protections to ensure the proper security of all information, documents and any other materials provided by or on behalf of Buyer or Buyer's customer(s) or vendor(s) (collectively, "**Buyer's information**"). Such measures may include (i) limiting access of Buyer's information to Seller's employees and agents who may reasonably require the same for purposes of assisting in Seller's performance of its obligations under the Order, (ii) securing business facilities, data centres, paper files, servers, back-up systems, and computing equipment, including all mobile devices and other equipment with information storage capability, (iii) implementing network, application, database, and platform security, (iv) securing information transmission, storage, and disposal, (v) implementing authentication and access controls within media, applications, operating systems, and equipment, (vi) encrypting Buyer's information stored on any media and while in transit, (vii) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing a corrective action plan to correct any

issues that are reported as a result of the testing, (viii) implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law, (ix) maintaining and periodically testing a formally documented security incident response plan that includes formation of an incident response team, categorization of incidents, and responsibility for receiving alerts and investigations, (x) providing appropriate privacy and information security training to Seller's employees, and (xi) implementing and maintaining a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

19.2 Seller represents and warrants that any of its systems containing Buyer's information will not contain any virus, malware, Trojan horse, worm, time bomb or other computer programming routine, device or code that could reasonably be anticipated to damage, delete, destroy, replicate, lock, disable, detrimentally interfere with, surreptitiously intercept or expropriate any such system or Buyer's information. Seller shall implement all required measures and other protections to ensure that its information systems do not contain any of the foregoing, including any backdoor or other computer programming routine, device or code that could adversely affect the security or confidentiality of Seller's or Buyer's systems or Buyer's information. Seller shall take all reasonable measures to secure and defend its physical premises, information systems and equipment against "hackers" and others who may seek, without authorization, to modify or access Seller's or Buyer's systems or the information found therein and shall periodically test its information systems for potential areas where security could be breached.

19.3 A "Security Incident" means (i) any unauthorized access to or disclosure or acquisition of Buyer's information, (ii) any act or omission that compromises either the security, confidentiality, or integrity of Buyer's information or the physical, technical, administrative, or organizational safeguards put in place by Seller or by Buyer should Seller have access to Buyer's systems, that relate to the protection of the security, confidentiality, or integrity of Buyer's information, (iii) receipt of a complaint in relation to the privacy and data security practices of Seller or a breach or alleged breach of the Order relating to such privacy and data security practices, or (iv) any other cyber-security event or incident or information system disruption experienced by Seller that causes or is likely to cause any breach by Seller of the Order, including any delay in supplying goods or services or access by Seller or Buyer to Buyer's information. Seller shall inform Buyer by telephone call confirmed by written notice of any Security Incident as soon as reasonably possible but in any event within twenty-four (24) hours of Seller discovering such Security Incident. Seller shall (a) provide Buyer with a summary of known information about such Security Incident, (b) implement required remedial measures to remedy the effects of such Security Incident, (c) provide the specific information about the Security Incident requested by Buyer, and (d) within five (5) days of completion of Seller's investigation of the Security Incident (as soon as reasonably possible but in any event not later than twenty (20) days of Seller discovering such Security Incident), provide a written report to Buyer, including a description of the Security Incident, the causes of such events leading to the Security Incident, how Seller has mitigated against future events of a similar kind, the timeline of the incident, the suspected perpetrators of the Security Incident, what Buyer's information may have been affected by such Security Incident, and any financial impact to Seller related to such Security Incident.

20. FINAL PROVISIONS

20.1 Buyer may set off against or recoup from any amounts due or to become due to Seller or its affiliates, any amounts due or become due from Buyer or its affiliates however and whenever arising.

20.2 Offsetting or exercising a right of retention by Seller for disputed counterclaims, or counterclaims that have not been legally established, shall be excluded, unless the counterclaims are based on the same contractual relationship.

20.3 Seller shall not transfer, in whole or in part, the rights and obligations incumbent upon it in connection with deliveries and/or services to third parties without the prior written approval of Buyer. In case Seller uses any sub-contractor upon the prior approval of Buyer, Seller will be fully responsible for any acts or defaults of such sub-contractor, its employees and agents as if they were the acts or defaults of Seller. Seller shall, immediately following notification from Buyer to do so, cease using any such particular sub-contractor(s).

20.4 Buyer reserves the right to store and use personal data, within the meaning of the General Data Protection Regulation, of employees of Seller, to the extent that this is necessary and appropriate to fulfill the contractual arrangements.

20.5 German law shall apply to the GTC and all legal relationships between Buyer and Seller arising from the supply of goods or provision of services by Seller to Buyer to the exclusion of the United Nations Conventions on Contracts for the International Sale of Goods (CISG).

20.6 Unless stipulated otherwise, the place of performance shall be the registered office of Buyer.

20.7 Exclusive – including international – jurisdiction for any disputes arising from or in connection with a delivery or service shall be the regional court at the registered office of Buyer. However, Buyer shall be entitled to sue Seller at its place of business as well.

20.8 Should individual provisions of the GTC be or become invalid, this shall not affect the validity of the remaining provisions.