

## General Purchasing Terms

### 1. General information

Our General Purchasing Terms apply for all orders of goods and services provided by kumkeo GmbH (referred to as "client" in the following). Our General Purchasing Terms are exclusively applicable. We do not recognize contradictory or varying terms on the part of the seller (referred to as "vendor" in the following) unless we expressly consent to these in writing. Silence or the acceptance of a shipment does not indicate consent.

### 2. Offers

Offers and estimates from potential vendors are non-binding and free of charge.

### 3. Orders

Only orders submitted in writing are valid. Verbal agreements and explanations are only binding if confirmed by us in writing. If the vendor does not accept the order in writing within 5 working days after receipt, the client is authorized to withdraw the order. Variations in our orders and requests are only allowed with our advance written permission.

### 4. Subcontractors

Forwarding requests to third parties requires our advance written permission. If we agree to forward requests to third parties, it is necessary to guarantee that the terms of these General Purchasing Terms and applicable requirements be passed on to the subcontractor.

### 5. Retention of ownership

All information that the vendor received from the client in accordance with this order and identified by the client as being proprietary is to be handled confidentially and remains the property of the client. It may only be used and disclosed to the vendor to the extent necessary to complete this order.

### 6. Prices

The prices listed in the order are binding. Any changes in price require written arrangements.

### 7. Delivery deadlines

The arranged delivery deadlines are binding. The vendor is required to notify the client immediately once it becomes apparent that they cannot meet the arranged delivery deadline. Legal regulations apply in the event of a delivery delay.

### 8. Quality management

The vendor should be able to prove certification in line with ISO 9001 at the very least, but DIN EN 9100 is better. If the vendor is lacking this certification, they are committed to applying the measures, processes and rules defined by the client completely and reliably when processing the request. By accepting a request, the vendor guarantees access to their operations during regular business hours to the client, their customers and regulatory authorities.

### 9. Scope of deliveries and services

The vendor is to guarantee the specifications named or required by the client in the order, and their compliance is to be substantiated with the corresponding certificates and documentation. The vendor is committed to using suitable measures to prevent the use of counterfeit parts. The vendor is also obligated to notify the client of any non-compliant products. Non-compliant parts may not be used further without (special) written approval from the ordering party. This obligation also applies if an error is discovered after the product has been delivered. It is necessary to get client approval for any changes to services, products and processes, including modifications to the production facilities.

### 10. Packaging

The vendor is required to properly pack, ship and insure their deliveries, and to comply with all relevant packaging and shipping regulations. The vendor is liable

for all damages incurred by the client as the result of improper or insufficient packaging or shipping.

### 11. Defects

The vendor is required to deliver the goods free of any material defects and legal deficiencies.

### 12. Transfer of risk

The vendor carries the risk of loss or damage to the goods named in this order until the point at which they are accepted by the client.

### 13. Product liability

The vendor is committed to thoroughly checking their deliveries for defects and doing everything in their power to avoid product liability. The vendor is required to keep all quality-relevant documents and drawings until any potential claims in line with the Product Liability Law (ProdHaftG § 13) expire. If a third party makes a claim against the client due to the defectiveness of a product, and this product defect is totally or partially due to a defect in the vendor's delivery, the client can demand compensation for the damages as well as a release from liability on the part of the third party.

### 14. Compliance

The vendor guarantees that they will comply with all laws and regulations of the Federal Republic of Germany and the European Union relevant to the procurement, manufacture and delivery of the ordered products. It is important to ensure that all involved people are conscious of their contribution to product and service compliance, product safety and ethical behavior.

### 15. Effectiveness

If individual terms of these General Purchasing Terms are not applicable, or are or become totally or partially invalid, the other terms are still considered valid. An invalid term is to be replaced by one that is legally possible and closest in content to the invalid term, and that best meets the understood economic interests of the contract parties. The same applies for any loopholes.

### 16. Place of fulfillment, court of jurisdiction

Unless the order indicates otherwise, the client's company headquarters are considered the place of fulfillment. This order and the resulting or corresponding disputes are solely subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sales of Goods (CISG).

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