General Terms and Conditions of Purchase of Kromberg & Schubert GmbH Cable & Wire January 2026

1. Scope / Governing Law / Legal Venue

(1) The following terms and conditions ("**T&C**") shall apply to any and all legal relationships between Kromberg & Schubert GmbH Cable & Wire (nachfolgend „**Kroschu**“) in business commerce with its suppliers and/or contractors (uniformly referred to as "**Supplier**") as well as all resulting deliveries and services which Supplier provides in its business dealings with Kroschu if such do not involve transactions with consumers. These T&C shall also apply if the Supplier has to manufacture or produce the contractual item to be delivered on the basis of a contractual agreement with a third party and deliver it to Kroschu.

(2) These T&C shall also apply to all future contractual and pre-contractual relationships between Kroschu and the Supplier.

(3) Solely these T&C shall apply. Any deviating terms and conditions of the Supplier shall not become part of any agreement.

(4) Insofar as the contracting parties are merchants, legal entities under public law or special funds under public law (§°38 of the German Code of Civil Procedure, ZPO), all disputes arising from or in connection with the respective contract - including the validity of the contract itself - shall be subject to the exclusive jurisdiction of the court responsible for 46414 Rhede, Germany.

(5) German law shall exclusively apply to all contractual relationships based on these T&C as well as to all claims and rights emanating from or in connection with such contractual relationships. The UN Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 and the conflict of law provisions are excluded.

2. Conclusion of Agreement, Orders, Delivery Call-offs

Agreements/contracts, orders and delivery call-offs as well as declarations in this respect must be made in writing – whereby text form within the meaning of § 126b BGB (German Civil Code) shall be deemed sufficient in this respect; orders and delivery call-offs may also be made by remote data transmission. Orders and delivery call-offs shall be deemed to have been confirmed and accepted by the Supplier unless the Supplier objects to the respective order or delivery call-off in writing within 36 hours after the receipt of the respective order or delivery call-off. In the event of doubt, a contract shall be concluded at the latest when the delivery begins.

3. Remuneration / Payments / Delivery of Goods

(1) All prices agreed upon shall be deemed to be fixed prices (DDP INCOTERMS 2020, 46414 Rhede, Germany or the place agreed upon in the respective order) if nothing to the contrary is expressly agreed upon in writing. Transport, freight, loading and packaging costs as well as customs duties/tariffs, fees and other public charges are included in the agreed fixed prices. The agreed prices are deemed to be net prices if nothing to the contrary is expressly agreed upon. In the event „ab Werk“ or „ab Lager“ has been expressly agreed upon, Kroschu shall only pay the lowest freight costs. All costs incurred up to handover to the carrier shall be borne by the Supplier. The type of pricing shall not affect the agreement on the place of performance.

(2) Payments are due net within 30 days of complete and defect-free delivery and performance (including any agreed acceptance) and receipt of a proper invoice by Kroschu.

(3) The Supplier shall only be entitled to set off amounts if the respective claims are undisputed, have been recognized by law or by a final court’s decision. The Supplier shall only be entitled to rights of retention if they are based on the same contractual relationship.

(4) Supplier shall only be entitled to assign claims against Kroschu to a third party with Kroschu’s prior written consent. Without the aforementioned consent, payments shall be effected only to the Supplier. § 354 a German Commercial Code (HGB) remains unaffected.

(5) The place of performance (*Erfüllungsort*) shall be solely Kroschu’s business address in 46414 Rhede, Germany or the place agreed upon in the respective order (DDP INCOTERMS 2020) if no other place of performance has been expressly agreed upon in writing („**Place of Performance**“). Risk (*Gefahr*) shall only be transferred to Kroschu upon delivery/performance at the Place of Performance.

(6) The goods to be delivered must be carefully packaged in a suitable, proper and professional manner. The packaging must meet the requirements of the applicable packaging regulations (in particular *Verpackungsverordnung*) and other legal requirements. If possible, reusable packaging must be used. Furthermore, materials that are not harmful to the environment and are recyclable must be used. Transport safety and protection against damage must not be impaired. Packaging is included in the price. If, in exceptional cases, something else has been expressly agreed, the packaging shall be charged at cost price. Empty containers and pallets shall be returned at the Supplier's expense. The Supplier shall be liable for damage resulting from inadequate packaging.

(7) Each delivery must be accompanied by a packing slip stating the order number, the exact product designation and, if available or requested, Kroschu’s respective internal material number. In addition, deliveries to our automotive assembly division must be accompanied by a VDA label per package in accordance with the applicable VDA guidelines. Where applicable, a test certificate in accordance with EN 10204-3.1 must be enclosed with each delivery. Unless otherwise agreed, the ordered quantity must always be delivered in full. Kroschu reserves the right to request missing quantities and to return excess deliveries at the Supplier's expense and risk. A detailed dispatch note stating the date, order number and net and gross weight must be issued for each delivery on the day of dispatch and sent - also in advance to e-mail addresses specified by Kroschu.

(8) Title to the good supplied shall be transferred to Kroschu upon delivery of the goods at the Place of Performance. Any reservation of title by the Supplier or a third-party – regardless of what type or form – is excluded.

(9) Unless otherwise expressly agreed, partial deliveries as well as over-/under-deliveries shall be excluded.

(10) The Supplier must at its own costs adequately insure each delivery.

4. Delivery Dates / Contractual Penalty

(1) All agreed delivery dates, deadlines, and periods are binding. The decisive factor is the receipt of the goods or performance of the services at the Place of Performance. In the event of any delays, the Supplier will inform Kroschu immediately by telephone and in writing by email about the reason and duration of the expected delay.

(2) If the Supplier – being responsible for it (*in zu vertretender Weise*) – fails to meet the agreed delivery date, it shall pay to Kroschu a contractual penalty amounting to 0.15% of the net order total for each calendar day, however, no more than 5% of the net order total. If the Supplier fails to meet the agreed delivery date several times, there is no accumulation, so that the maximum amount can only be calculated once. This shall generally not affect additional claims to compensation for damage as a result of Supplier's failure to meet the delivery date. The contractual penalty shall, however, be credited to any additional claims to compensation for damage.

5. Quality / Liability for Defects / Warranty

(1) The Supplier shall deliver the goods in accordance with the agreed purpose (*Verwendungszweck*), the agreed quality, and the agreed specifications as well as in accordance with all private and public laws and regulations, in particular also the ones applicable at the (final) destination of use (*(End-)Verwendungsort*), insofar as known to the Supplier. The Supplier shall comply with ISO/TS 16949.

(2) The Supplier must – before delivery – report to Kroschu any changes to the goods compared to previous similar orders, particularly regarding the composition of the processed material or the design of the goods, changes in production or in the production quality system, changes in important subcontractors and suppliers, change in the location of production. Such changes require Kroschu's prior written consent. Furthermore, the goods must always conform to the latest state of the art in technology. The Supplier must inform Kroschu of any opportunities for improvement and technical modifications.

(3) Prior to delivery, the Supplier undertakes to inspect and examine the goods in detail to ensure that they are free from defects and to document these quality checks. The Supplier is particularly obliged to check whether the goods to be delivered have a contractual, defect-free quality and are suitable for the agreed purpose. The Supplier must maintain a certified quality assurance system (QM system) that is appropriate in type and scope and that conforms to the latest state of the art as part of the outgoing goods inspection and provide proof of this at Kroschu's request. The Supplier hereby agrees to quality audits to assess the effectiveness of his QM system by a third party authorized by Kroschu. The interests of the Supplier must be taken into account.

(4) The Supplier shall be fully liable in accordance with the statutory provisions, in particular the German Civil Code (BGB), for any defects in the goods delivered by the Supplier, unless provided otherwise hereafter. The Supplier shall be liable for fault of its sub-suppliers as it is for its own fault. The warranty period is 36 (thirty-six) months from the transfer of risk. After rectification of a possible defect, the period of 36 (thirty-six) months begins anew, unless the Supplier was not obliged to rectify the defect; this suspension of limitation period ends at the latest 10 (ten) years after delivery of the goods at the Place of Performance.

(5) If the goods delivered by the Supplier are processed by Kroschu in accordance with their usual type of use, and if claims are claimed against Kroschu as a result of the goods being defective, and Kroschu is required to de-install/dismantle the goods and re-install/mount new ones, manufacture new goods or provide compensation for de-installing/dismantling and re-installing/mounting costs (if applicable including disposal and transport costs) or manufacturing costs, the Supplier shall be obligated to indemnify and hold Kroschu harmless from any such costs. The Supplier shall have the right to prove that the claimed defect was not yet present when the risk passed to Kroschu. Any further legal rights in Kroschu's favor, in particular claims for compensation for consequential damage, shall – in any case – remain unaffected. The right and obligation of the Supplier to remedy the defective goods delivered by him shall also remain unaffected.

(6) If the purchase is a commercial transaction for both parties and the goods are transported from a foreign branch of the Supplier to the place of destination, Art. 38 (2) UN Convention on Contracts for the International Sale of Goods (CISG) shall apply. In this case, the inspection of the goods may be postponed until after the arrival of the goods at the place of destination. In the case of the above Section 5 (6) sentence 1 and in all other cases of a legally required inspection of the delivered goods, any notification of defects can be made by Kroschu within a period of two weeks from delivery of the goods or, in the case of Section 5 (6) sentence 1, within two weeks of the arrival of the goods at the destination. Under no circumstances shall the goods be deemed to have been approved prior to this with regard to any defect. If there is a defect in the goods that is not recognizable during the customary inspection of the delivered goods, Kroschu is not obliged to report this defect immediately after a later discovery. In this case, the goods shall not be deemed approved in view of this defect.

(7) The Supplier herewith assigns all claims to defect, warranty, guarantee and compensation for damage against its own suppliers to Kroschu for Kroschu to seek satisfaction (*erfüllungshalber*). Kroschu herewith accepts assignment of such claims upon entering into the agreement with the Supplier. The Supplier shall remain authorized, however, to pursue the aforementioned claims against its suppliers up until any possible revocation of such authorisation by Kroschu.

(8) With regard to its deliveries and services and the risks inherent in the subject matter of the contract, the Supplier shall ensure, maintain, and – upon Kroschu's request – provide proof of appropriate global insurance coverage (in particular, business liability, product liability and recall insurance) customary in the automotive industry with regard to its obligations under the respective contractual relationship.

6. IP Rights / Business Secrets / Production Aids

(1) The Supplier shall ensure that no patents, copyrights or other industrial property rights of third parties are infringed by his delivery or services and its use by Kroschu. The Supplier shall indemnify Kroschu and Kroschu's customers from all claims arising from the use of all property rights.

(2) The Supplier is obligated to treat its engagement with Kroschu and all related commercial and technical details strictly confidential and as a business secret. Kroschu's drawings, tools, samples, models, brands, templates, recipes or similar ("**Production Aids**"), which Kroschu provides to the Supplier, remain the exclusive property of Kroschu and may only be passed on to third parties with Kroschu's express prior written consent. The Production Aids must be returned to Kroschu immediately upon completion of the respective order without special request. Products manufactured or labeled with such Production Aids may only be delivered to third parties with Kroschu's express prior written consent.

7. Compliance, ESG, Supply Chains, Export Control

(1) The Supplier shall comply with all applicable statutory provisions and regulations governing the environmental protection, health and safety at work, treatment of employees and the protection of human rights. Further, the Supplier shall observe the Principles of the Global Compact Initiative of the United Nations (www.unglobalcompact.org). These essentially concern the protection of universal human rights, elimination of forced labour and abolition of child labour, elimination of discrimination in respect of employment and occupation, and environmental responsibility.

In particular, the Supplier undertakes to ensure the following:

- Repudiation of child and forced labour, illegal employment and clandestine employment;
- Combat of corruption and bribery in the Supplier's own company and/or prohibited anti-competitive agreements; in particular, the Supplier undertakes not to offer, grant, demand or accept, any incentives in its business dealings with Kroschu neither in its business relationships nor when dealing with public officials, that violate or are in breach of applicable anti-corruption laws;
- Adequate social working conditions for all staff, fair and non-discriminatory treatment and interaction as well as respect for the fundamental rights of staff with regard to protection of health, occupational health & safety and personality rights;
- Payment of fair wages and equal remuneration for work of equal value without discrimination of any kind, and compliance with the applicable laws governing the general minimum wage (in particular *Mindestlohngesetz*); the Supplier shall commit its sub-suppliers accordingly; on request, the Supplier shall prove compliance with the foregoing guarantee; in the event of a breach of the foregoing guarantee to comply with the applicable laws governing the general minimum wage, the Supplier shall indemnify and hold Kroschu harmless from all third party claims and is obliged to reimburse any fines imposed on Kroschu in this context.

(2) The Supplier must comply with the recognized rules of technology, the recognized safety regulations and the relevant accident prevention, environmental and occupational health and safety regulations for its deliveries and services.

(3) For the purpose of guaranteeing supply chains that comply with human rights and environmental law, the Supplier undertakes to act in accordance with the German Supply Chain Due Diligence Act (LkSG) as part of its own business activities. In particular, the Supplier undertakes to take due care to ensure that the manufacture of the respective product and/or provision of the service in the supply chain is carried out in accordance with the LkSG https://www.bmz.de/de/themen/lieferkettengesetz.

(4) The Supplier undertakes to comply with all applicable national and international competition, antitrust, and merger control regulations and requirements. In particular, the Supplier undertakes to refrain from any form of unfair competition, such as e.g. participation in price-fixing, market or customer sharing, bid-rigging with competitors, and any participation in concerted practices that have the purpose or effect of hindering, restricting, or distorting competition within the meaning of applicable competition/antitrust law.

(5) The Supplier shall comply with applicable laws regarding data protection.

(6) The Supplier will comply with all applicable sanctions, embargoes, and (re-)export control laws as well as import and customs regulations, in particular, those of Germany, the European Union, the United States of America, and any locally applicable jurisdiction (together "**Export-/Import Regulations**").

The Supplier shall promptly inform Kroschu about any applicable requirements or restrictions for the (re-) export or import of the deliveries or services under the applicable Export-/Import Regulations. Upon Kroschu's request, the Supplier shall promptly provide information about any Export-/Import Regulations applicable to its (Supplier's) deliveries or services.

Before the Supplier performs any transaction with a third party concerning Supplier's deliveries or services, the Supplier will check and certify by appropriate measures that

- no Export-/Import Regulations will be violated with the use, transfer, or distribution of such deliveries or services, the brokering of contracts, or the provision of other economic resources in connection with such deliveries or services, also considering any prohibitions to get around any applicable Export-/Import Regulations (e.g., by undue diversion);
- the deliveries or services are not – not even partly – intended for prohibited or unauthorized non-civilian purposes;
- the Supplier has screened all direct and indirect parties involved in the receipt, use, or distribution of the deliveries or services against all applicable restricted party lists of the Export-/Import Regulations concerning trading with the entities, persons, and organizations listed there.

(7) The Supplier shall also contractually oblige any of its own sub-suppliers or other contractual partners in the supply chain to comply with and abide by the aforementioned minimum standards in this Section 7 (Compliance, ESG, Supply Chains, Export Control).

(8) Any violation of the obligations mentioned in this Section 7 is considered a breach of contract by the Supplier. The Supplier shall respond to inquiries to compliance and the obligations set out in this Section 7 within reasonable time.

(9) In the event that there is a suspicion that the Supplier is in breach of the obligations set out in this Section 7 (e.g. due to negative media reports), Kroschu has the right to demand all relevant information in this regard. If the violation of an obligation set out in this Section 7 is such that this violation cannot be remedied in the foreseeable future, the Supplier is obliged to immediately create and implement a concept to end such a violation. During the Supplier's efforts to minimise risk, Kroschu is entitled to temporarily suspend the business relationship. Such suspension of the business relationship has, in particular, the effect that the main performance obligations of the parties are suspended for the period of the suspension. In the event of serious and persistent breaches of an obligation set out in this Section 7, Kroschu is entitled to rescind from contracts with the Supplier or to terminate the business relationship with the Supplier with immediate effect. Kroschu reserves any and all further rights.

(10) If the Supplier or a company affiliated with the Supplier within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) has committed a competition-restricting agreement or any other culpable violation of antitrust law comparable in its competition-restricting effects with regard to the contractual deliveries and this violation has been established by a final antitrust authority or a final court decision, the Supplier shall pay Kroschu 8 percent of the net invoice amount of the scope of deliveries affected by this violation of antitrust law as damages, unless the Supplier can prove that Kroschu has suffered no or only minor damages. This obligation shall also apply in the event of termination or fulfilment of the delivery contract. Other or further contractual or statutory claims of Kroschu remain unaffected by this. In particular, Kroschu can claim higher damages against appropriate proof.

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