General Terms and Conditions of Purchase
(January 2026)

1. Order

1.1 We place orders exclusively in accordance with the following terms and conditions of purchase. Other terms and conditions, in particular deviating, conflicting, or supplementary terms and conditions of the contractual partner (hereinafter referred to as the contractor) shall not become part of the contract unless cunova GmbH (hereinafter referred to as the client or cunova) confirms these terms and conditions in writing. This shall also apply if cunova does not expressly object to other terms and conditions. If cunova accepts the ordered item without express objection, this shall in no way imply that cunova has accepted deviating terms and conditions of the contractor. Verbal agreements require the written confirmation of the client. Individual agreements made with the contractor in individual cases shall in any case take precedence over these Terms and Conditions of Purchase. The written confirmation of cunova is decisive for the content of such agreements.

1.2 The order documents may not be disclosed to third parties or used for advertising purposes without the prior consent of cunova.

1.3 The fulfillment of the contract by cunova is subject to the proviso that there are no obstacles to fulfillment due to national or international foreign trade regulations, embargoes, and/or other sanctions.

2. Acceptance of the order

2.1 Upon receipt of the written order, the contractor must return it to the client in a legally binding signed form (order confirmation) within 10 calendar days.

2.2 Late acceptance shall be deemed a new offer and requires acceptance by cunova.

3. Changes to the order

3.1 The client may request changes to the subject matter of the order after conclusion of the contract, provided that these are reasonable for the contractor. In the event of a change/addition to the order, the contractor shall notify the client within 14 days of any additional or reduced prices and any effects on the schedule. The contractor shall determine new prices on the basis of the order calculation. The client reserves the right to accept the new prices and the effects in connection with changes to the fixed dates. If the contractor does not provide any information on prices and dates within the period specified in sentence 2, the change shall be deemed to have been accepted by the contractor under the previous contractual conditions, provided that the additional or reduced costs are only minor deviations.

3.2 cunova is entitled to unilaterally change the terms of payment during an ongoing order if justified doubts about the contractor's creditworthiness can be asserted.

3.3 Coordination meetings between the suppliers involved in this order during order processing must be recorded and submitted to the client. Any intended changes to the client's technical concept—even if no additional or reduced costs arise—must be identified and, in any case, agreed upon with the client in a binding manner. The changes may not be implemented without the client's written consent.

4. Scope of delivery and execution

4.1 The items ordered are to be delivered to the place of receipt specified by cunova in the order.
Furthermore, the following applies:

- Delivery shall be made in accordance with Section 7 to the specified shipping address, using the specified shipping method, at the specified delivery times.
- Shipping method: Up to 31.5 kg: as a parcel shipment.
  For "carriage forward" deliveries over 31.5 kg: Notification of readiness for shipment, stating the order number and collection details, must be sent to the relevant shipping department at cunova by email in accordance with Section 7.
- The shipping notices must be sent to the receiving plant on the day of shipment at the latest;
- Delivery notes must be enclosed with the ordered items in duplicate and clearly visible;
- Invoices must be sent to cunova electronically (see section 7). Value added tax must always be shown separately.

All documents must contain the cunova order number, otherwise cunova may refuse to accept them.
The weights determined by cunova shall be decisive for invoicing.

4.2 The scope of delivery and services also includes all documentation required for commissioning, maintenance, and operation of the ordered item.

4.3 The ordered item must be state of the art at the time of ordering and comply with the valid version of the standards. Changes in the state of the art must be communicated to cunova, stating the effects on the ordered item, and taken into account after written approval by cunova.

4.4 Unless otherwise specified below, the statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title in the ordered items (including incorrect and short deliveries as well as improper

assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the contractor.

5. Delivery time, delay, obligation to give notice of defects

5.1 The contractor must strictly adhere to agreed deadlines. These are binding. If a delay in delivery becomes apparent, the client must be notified promptly. If the contractor fails to perform its services or fails to do so within the agreed delivery time, or if it is in default, cunova's rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions.

5.2 Early deliveries require the consent of the client.

5.3 The acceptance or approval of deliveries or services that are late or have material defects or defects of title (including incorrect and short deliveries as well as improper assembly, operating and operating instructions) does not constitute a waiver of the client's contractual or statutory claims. Deliveries/services shall be inspected by the client on the basis of the delivery documents for incorrect or short deliveries and obvious transport damage. The client shall have no further inspection obligations. Any defects or deviations detected shall be reported to the contractor in writing without delay. Other defects/quality deviations shall be reported to the contractor in writing without delay as soon as they are discovered in the normal course of business and production; in this respect, the contractor waives the objection of delayed notification of defects.

6. Freight forwarding insurance/waiver customer

cunova is an SLVS waiver customer. SLVS premiums and any associated costs cannot therefore be invoiced to cunova.

7. Shipping addresses cunova

Email invoices	invoices@cunova.com
Postal address	Klosterstraße 29 49074 Osnabrück
Truck shipments	Schlachthofstraße 11 49074 Osnabrück Delivery times Mon–Fri 6:00 a.m.–12:30 p.m.
Destination station for rail cars	Osnabrück connecting track
Email notification	avis@cunova.com

8. Force majeure

8.1 Unforeseeable, unavoidable, and external events, such as natural disasters, acts of war and blockades, terrorist attacks, fires, floods, government orders, embargoes, sanctions, and export or import restrictions that make the timely performance of contractual obligations wholly or partially impossible or significantly impede such performance shall exempt the affected party from performing its contractual obligations for the duration and to the extent of their effects, provided that the respective event is beyond the affected party's control and is not attributable to it. In particular, mere cost increases, procurement difficulties, and disruptions or failures on the part of upstream suppliers shall not be considered force majeure, provided that these could have been avoided or overcome by reasonable measures. The Client and the Contractor agree, to the extent reasonably possible, to promptly provide each other with the necessary information and to adjust their obligations accordingly in good faith.

8.2 The Contractor shall, in any case, use its best efforts to remedy any disruptions preventing performance. If, due to such events, the Contractor is unable to fulfill the order for a continuous period of 2 months, or if it is foreseeable in advance that the disruption will last longer than 2 months, the Client may withdraw from the contract in whole or in part without being obligated to pay damages.

9. Deadline tracking, testing, inspections

The client or its representatives and, by agreement, also the client's customers or their representatives, are entitled to inspect the contractor's and its subcontractors' business premises to verify the progress of production, compliance with contractual obligations, and the quality of the items ordered. This applies to the quality of the equipment, the materials used to manufacture the ordered items, and the completeness and correctness of the contract documentation. In order to carry out inspections and workshop tests, the contractor shall provide, at its own expense, auxiliary services, labor, materials, electricity, fuel, media, apparatus, and instruments, among other things, so that a proper inspection can be carried out. If an inspection or appointment fails to take place due to the fault of the contractor, all costs resulting from a repeat inspection or appointment (e.g., personnel, travel, and material costs) shall be borne by the contractor.

10. Shipping

Shipping must be handled exclusively in accordance with the client's instructions.

11. Invoicing

After fulfilling its contractual obligations, the contractor shall issue a final invoice following the acceptance specified in section 13.1. Subject to individual contractual provisions, partial invoices may also be issued, which shall be replaced by a final invoice.

12. Assignment, offsetting

12.1 Assignment of claims against the client is only permitted if the client has given its prior written consent.

12.2 cunova is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, cunova is entitled to withhold due payments as long as cunova still has claims against the contractor for incomplete or defective services. The contractor shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims. The client shall be entitled to offset claims against a company in which the contractor holds a direct or indirect stake of at least 50%.

13. Acceptance, approvals

13.1 The acceptance process is governed by the "Conditions for Acceptance" specified in the order letter. Acceptance can be requested at the earliest after successful commissioning of the ordered item.

13.2 Acceptance of the ordered item does not mean that the client waives any rights to which they are entitled, in particular warranty claims, claims for damages due to delay, contractual penalties, etc. Section 341 (3) of the German Civil Code (BGB) does not apply.

13.3 The client is entitled to use the ordered item on a trial basis – after commissioning and before acceptance – for testing purposes under production conditions. The same applies mutatis mutandis in the event of damage minimization on the part of the customer in the event that the ordered item cannot yet be accepted for reasons attributable to the contractor. This does not constitute acceptance or partial acceptance and has no effect on the period or scope of the contractor's warranty obligation.

14. Transfer of ownership and risk

14.1 Ownership is transferred to the client at the time of delivery. The transfer of ownership does not constitute acceptance.

14.2 Unless otherwise agreed, the risk shall pass upon acceptance.

15. Securities

In the case of agreed payments prior to delivery and, if specified in individual contracts, to secure warranty obligations, the contractor shall provide the client with directly enforceable and unconditional guarantees from a major German bank, which exclude the rights of the guarantor under Sections 768 and 770 of the German Civil Code (BGB) and whose other content is to be agreed with the client. The costs for providing guarantees shall be borne by the contractor.

16. Warranty claims

16.1 Unless otherwise specified below, the statutory provisions shall apply to rights in the event of material defects and defects of title in the deliveries and services (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the contractor.

16.2 In accordance with the statutory provisions, the contractor shall be liable in particular for ensuring that the items ordered have the agreed quality when the risk is transferred to the client. In any case, the product descriptions that are the subject of the respective contract, in particular by designation or reference in the order, or that have been included in the contract in the same way as these terms and conditions, shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from cunova or from the contractor.

16.3 If the items ordered do not have the agreed quality, the client may, without prejudice to other rights, demand prompt subsequent performance from the contractor. Subsequent performance must be carried out for the client, packaged, free of charge, at the place of use, including disassembly and reassembly. Transport shall be at the client's discretion.

16.4 If the ordered item still does not meet the requirements of the order after subsequent performance and/or if the contractor does not promptly comply with the obligation to provide subsequent performance, the client shall be entitled, after informing the contractor in writing, to carry out the necessary work itself or have it carried out at the contractor's expense and to demand reimbursement of the necessary expenses. This shall not affect the client's right to withdraw from the contract, reduce the price, or claim damages.

In the event of withdrawal, the goods shall be returned to the contractor at the place of use. The client shall receive its services back at the client's place of business.

16.5 The warranty period is 24 months after delivery or acceptance of the ordered item (whichever is applicable). For construction work, steel construction, and documentation, however, the warranty period is 5 years. The statutory provisions apply to the statute of limitations. For replaced parts, the warranty period is 24 months after installation, but ends at the earliest upon expiry of the warranty period for the ordered item.

The warranty period for spare parts that are specifically marked or identified as such in individual contracts is 24 months from the date of installation, but ends at the earliest upon expiry of the warranty period for the ordered item.

17. Heavy metal ban

The contractor undertakes to supply cunova only with products that comply with EU Directive 2000/53/EC of September 18, 2000, taking into account the decision of the European Commission of June 27, 2002 (2002/525/EC) and the Commission Decision amending Annex II to this Directive (dated May 18, 2016). If the contractor supplies products that contain substances covered by the aforementioned EU Directive, the contractor undertakes to expressly inform cunova of these substances.

18. REACH Regulation

The contractor undertakes to cunova to fulfill its obligations in accordance with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals. In particular, the contractor undertakes to provide cunova with a safety data sheet in accordance with the provisions of Regulation (EC) No. 1907/2006 upon delivery.
In addition, the contractor undertakes to cunova to provide the information required under Articles 32 and 33 of this Regulation without being asked to do so.
The contractor undertakes to expressly indicate if it delivers a substance that has not been registered in accordance with the obligation under Art. 6 of Regulation (EC) No. 1907/2006. The same applies if it supplies a preparation containing one or more substances that have not been registered in contravention of the obligation under Article 6 of Regulation (EC) No. 1907/2006. If the contractor supplies one or more substances listed in Annex XIV of Regulation (EC) No. 1907/2006 or a preparation containing such a substance or substances, it shall expressly inform cunova in writing of the reasons within the meaning of Article 56 of Regulation (EC) No. 1907/2006 that permit the substance to be placed on the market.
If the contractor advises against the use of a substance, it must do so in writing in a prominent manner. If cunova is obliged to prepare a chemical safety report pursuant to Art. 37 of Regulation (EC) No. 1907/2006 and therefore requires information from the contractor regarding the substances supplied, the contractor shall be obliged to provide the requested information within 30 days of receiving a corresponding request.

19. Energy management

The client has introduced an energy management system. Accordingly, the contractor is obliged to comply with the current EC/EU directives on energy efficiency, national laws and standards, and in particular the provisions of DIN EN ISO 50001:2018 in its services and deliveries for the client.

20. Provisions on export control and foreign trade data

The contractor must comply with all requirements of applicable national and international customs and foreign trade law. No later than two weeks after placing an order, and promptly in the event of any changes, the contractor must provide cunova in writing with all information and data that cunova requires to comply with foreign trade law for export, import, and re-export, in particular:

- all applicable export list numbers, including the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN);
- the statistical commodity code in accordance with the current classification of goods in foreign trade statistics and the HS (Harmonized System) code, and
- country of origin (non-preferential origin) and, if requested by cunova, supplier declarations on preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).

If the contractor violates its above obligations, the contractor shall bear all expenses and damages incurred by cunova as a result, unless the contractor is not responsible for the breach of duty.

21. Provisions / Access by third parties

Material provided by cunova shall be kept separate from other materials by the contractor and marked as cunova property and stored with the care of a prudent businessman. The contractor is obliged to prevent access by third parties and to inform cunova immediately of any changes in the quantity and condition of the materials provided.

22. Property rights

22.1 The contractor shall be liable for ensuring that the application, use, or deployment of the ordered item does not infringe any patents or other property rights of third parties.

22.2 If the contractor's own property rights are affected, the contractor shall grant the client the irrevocable right to unrestricted use of these property rights in connection with the ordered item upon delivery of the ordered item. The right of use is covered by the order price.

23. Confidentiality, intellectual property

23.1 All drawings, information, systems, operating procedures, figures, illustrations, etc., regardless of their nature and origin, which are handed over to the contractor in connection with the execution of the order or come to its knowledge, shall be treated as strictly confidential and remain the property of the client.

23.2 All drawings and documents produced by the contractor in connection with the order are subject to the client's unrestricted right of ownership and disposal for its own use.

23.3 The review and approval of the contractor's drawings shall in no way give rise to any claims against the client, in particular no claims of joint responsibility. Any changes made by the client shall be reviewed for technical feasibility and shall not release the contractor from its obligation to ensure the accuracy of the dimensions, design, calculation, and function of the ordered item.

24. Publications

The contractor may not make or arrange for any publications in connection with an order or an overall project without the prior written consent of the client.

25. Place of performance

The place of performance for deliveries is the location to which the ordered item is to be sent according to the client's instructions (point of receipt at the place of receipt). This also applies to any subsequent deliveries. The place of performance for documentation deliveries and for payment is the client's registered office.

26. **Partial validity, gaps**
If, for any reason, one or more individual provisions of these terms and conditions or of an order are or become ineffective or invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties shall replace the invalid provisions with legally effective provisions that come as close as possible to the meaning and purpose of the invalid provisions, whereby the intended use and/or purpose of the order item shall not be nullified or diminished.

27. **Place of jurisdiction, applicable law**
The contractual relationship between the contractor and the client shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, shall not apply. The place of jurisdiction shall be the client's registered office in Osnabrück, insofar as this is legally permissible. The client is also entitled to bring legal action at the contractor's registered office.

28. **Code of Conduct**
With the binding conclusion of the legal transaction based on these General Terms and Conditions, the contractor also fully accepts the content of the "Code of Conduct for Business Partners" of cunova GmbH – available atwww.cunova.com/support/downloads .