

General Terms and Conditions of Purchase UWS Technologie GmbH

1. General

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") apply to the relationship between UWS Technologie GmbH (hereinafter referred to as "UWS") and our contractual partner ("Supplier") when ordering products ("Contract Products") within the framework of a supply contract (purchase contract or contract for the supply of works).

1.2 These Terms and Conditions of Purchase shall apply exclusively; we shall only recognize general terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase if we have expressly agreed to them in text form. The acceptance of goods or services from the supplier or payment for them does not constitute consent, even if the acceptance or payment is made with knowledge of conflicting or supplementary contractual conditions of the supplier.

2. Conclusion of contract / form

2.1 A contract for the delivery of goods shall be concluded at the earliest by a binding order from UWS in text form (e.g. letter, fax, e-mail) or by electronic ordering system, provided that its use has been agreed between the parties. 2.2 Inquiries from UWS regarding price, quality and similar contractual content do not constitute an order. The order must contain at least the specific product name and price in order for it to be a binding order.

2.3 Verbal agreements of any kind - including subsequent amendments and supplements to our Terms and Conditions of Purchase - must be confirmed by us in text form in order to be effective.

2.4 The supplier shall notify UWS of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.

2.5 In the event of ambiguities in the order, the supplier shall get in touch with the responsible contact persons at UWS within one working day.

2.6 The supplier is obliged to confirm orders from UWS within a period of two working days. The confirmed delivery date must be specified.

If collection at the supplier's factory has been agreed, the delivery date is the day of collection. Orders that are not confirmed within 5 working days at the latest, UWS can cancel free of charge.

3. Prices, Conditions

3.1 The price stated in the order is binding.

3.2 The prices are net prices. The statutory value added tax must be shown separately. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the supplier and incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance).

3.3 We can usually only process invoices if they contain the order number stated in the order.

3.4 In the event of complaints, UWS shall be entitled to withhold a reasonable amount of the purchase price until the complaint has been fully clarified. The possibility of discount deduction shall be extended by the period of retention. When determining the appropriateness of the amount of the retention, potential claims for damages and the costs of inspecting other products that could be affected by the defect must be taken into account.

3.5 UWS shall also be 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, UWS is entitled to withhold payments due as long as claims for incomplete or defective services still exist against the supplier.

3.6 The place of payment is the registered office of UWS.

3.7 Payments by UWS - even unconditional payments - do not include an acknowledgement of the delivery as complete or in accordance with the contract.

3.8 Payment term starts after receipt of the invoice or after later receipt of the goods.

4. Delivery time, delay in delivery, contractual penalty, transfer of ownership

4.1 Delivery shall be DAP or DDP in accordance with Incoterms®2020, including packaging and transport insurance. The return of the packaging requires a special agreement.

4.2 Agreed dates and deadlines are binding. The receipt of the goods by UWS shall be decisive for compliance with the delivery date or the delivery period. If delivery DAP or DDP in accordance with Incoterms®2020 has not been agreed, the supplier must make the goods available in good time, taking into account the time for loading and dispatch to be agreed with the forwarding agent.

4.3 The goods specified in the confirmed order

The stated delivery time is binding. If a delivery period is specified, this shall run from the day of the order.

Partial deliveries are generally not permitted unless we have expressly agreed to them or they are reasonable for us.

4.4 If the supplier foresees difficulties in production or the supply of raw materials or circumstances beyond his control arise which are likely to prevent it from delivering on time in the agreed quality, it shall immediately notify the Buyer in writing, stating the reasons and the expected duration of the delay. This does not entail a deferral in favour of the supplier. This does not constitute a deferral in favour of the supplier.

4.5 In the event of a delay in delivery, UWS shall be entitled to the statutory claims.

4.6 In the event of a delay in delivery, UWS is also entitled to demand a contractual penalty of 2% of the delivery value per completed week, but not more than a total of 10% of the total purchase price of the order in question. The contractual penalty can be claimed in addition to performance.

4.7 The transfer of ownership of the Contract Products to UWS must take place unconditionally upon delivery and without regard to payment of the purchase price.

4.8 The supplier must indicate the order number on all shipping documents and delivery notes. If he fails to do so, UWS will not be held responsible for any delays in processing.

5. Warranty, defect investigation

5.1 The statutory provisions shall apply to UWS's rights in the event of material and legal defects in the goods (including incorrect and incomplete delivery as well as improper assembly, defective assembly, operating or instruction manuals) and in the event of other breaches of duty by the supplier, unless otherwise specified below.

5.2 The supplier guarantees that the goods have the agreed quality at the time of transfer of risk. In any case, the goods must correspond to the recognized state of the art and comply with all legal requirements (legal situation at the place of delivery) and be suitable for normal use in water or heat-conducting systems, unless the parties have agreed on different properties.

5.3 Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods are installed in another item or attached to another item; the statutory claim to reimbursement of corresponding expenses remains unaffected. The Supplier shall bear the expenses required for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Liability for damages by UWS in the event of unjustified requests for defect rectification remain unaffected; in this respect, however, the buyer is only liable if he recognized or grossly negligently failed to recognize that there was actually no defect.

5.4 If the supplier does not fulfill his obligation for supplementary performance - which at the discretion of UWS is to be carried out by removal of the defect (rectification) or by delivery of a defect-free item (replacement delivery) - within a reasonable period of time set by UWS, UWS may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If the subsequent performance by the supplier has failed or is not possible for UWS unreasonable (e.g. due to particular urgency, endangerment of operational safety or impending occurrence of disproportionate damage) no deadline is required; UWS will inform the supplier of such circumstances immediately, if possible in advance. The right of withdrawal remains unaffected.

5.5 The supplier shall indemnify UWS against claims of third parties due to the infringement of third party rights by the subject matter of the contract, unless the supplier proves that he is not responsible for the infringement. In addition, the supplier will, upon request, immediately

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provide UWS with the information and documents relating to its services required for the defense against such third-party claims. The Supplier will support the freedom from third-party intellectual property in relation to the subject matter of the contract by taking appropriate measures, such as research into third-party intellectual property, and will provide UWS with relevant documents and analysis materials upon request.

6. Product inspection/quality assurance/spare parts

6.1 The supplier is obliged to carry out quality assurance measures and controls so that an incoming goods inspection according to §§ 377, 378 HGB can be omitted at UWS. Due to the delegation of the obligation to give notice of defects to the supplier, the supplier waives the objection of late notification of defects according to §§ 377, 378 HGB (German Commercial Code) vis-à-vis UWS.
6.2 The supplier must ensure that the delegation of inspection obligations pursuant to Sections 377 and 378 of the German Commercial Code (HGB) is covered by its insurance. Upon request, the supplier must provide evidence of further coverage.
6.3 The supplier ensures compliance with legal and official safety regulations from and in connection with the production and distribution of the contractual products, such as e.g.: REACH, RoHS, WEEE, Conflict Minerals, Construction Products Regulation, as amended.
6.4 The supplier guarantees for a period of 10 years from the respective delivery spare parts or successor types that meet the specifications and dimensions of the originally delivered contract products in such a way that they can serve as spare parts at the prices and conditions valid at the time of the new order.

7. Statute of limitations

7.1 The statutory limitation periods apply.
7.2 The Supplier is aware that UWS regularly further processes and/or resells the Products. The statutory provisions on the limitation of claims in the supply chain apply.

8. Product Liability, Indemnity

8.1 In the event that claims are made against UWS due to product liability, the supplier is obliged to indemnify UWS against such claims, if and insofar as the damage was caused by a defect in the contractual item delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies in the sphere of the supplier, he must prove that he is not at fault.
8.2 In the cases referred to in paragraph 8.1 all costs and expenses, including the costs of any legal action, unless the costs are not necessary and reasonable in their entirety.
8.3 In all other respects, the statutory provisions apply.
8.4 Prior to a recall action which is wholly or partly the result of a defect in the contractual item delivered by the supplier, we shall inform the supplier, give him the opportunity to cooperate

and exchange information with him on efficient implementation, unless the information or participation of the supplier is not possible due to particular urgency. If a recall action is the result of a defect in the contractual item delivered by the supplier, the supplier shall bear the costs of the recall action, unless it is not responsible for the defect. Any contributory negligence on the part of UWS must be taken into account when determining the amount of costs to be borne by the supplier in accordance with Section 254 of the German Civil Code (BGB).

9. Rights of withdrawal and termination

9.1 In addition to the statutory rights of withdrawal, UWS is entitled to withdraw from the contract if a significant deterioration in the financial situation of the supplier occurs or threatens to occur and the fulfillment of a delivery obligation to us is thereby jeopardized.
9.2 UWS is further entitled to withdraw from the contract if
- the supplier becomes insolvent,
- the supplier ceases to make payments, the supplier is in default
impending insolvency pursuant to Section 18 InsO occurs or if the supplier becomes over-indebted
is emerging,
- the supplier applies for the opening of insolvency proceedings or a comparable procedure for debt settlement with respect to the supplier's assets or business or - if the opening of insolvency proceedings with respect to the supplier's assets is rejected due to insufficient assets.
9.3 In the case of a continuing obligation, Sections 9.1 and 9.2 shall apply analogously with the proviso that the right of withdrawal shall be replaced by an extraordinary right of termination without notice.
9.4 If the supplier has provided partial performance, we shall only be entitled to withdraw from the entire contract if we have no interest in the partial performance.
9.5 If we withdraw from or terminate the contract on the basis of the above contractual rights of withdrawal or termination, the supplier shall compensate UWS for the resulting damages, unless he is not responsible for the occurrence of the rights of withdrawal or termination.
9.6 Statutory rights and claims are not affected by the provisions of this Clause 9.

10. Product changes, information obligations

10.1 Changes to the manufacturing process, materials, supplied parts, hardware or software that may affect product quality, the relocation of the production site or the use of modified tools must be verified by the supplier on their own responsibility and reported to UWS before implementation. UWS will then inform the supplier whether the change can be made immediately or only after sampling (in this case, the supplier must submit the release sample and initial sample test report). If UWS does not approve the changes, it is entitled to withdraw from the orders affected by the changes. However, any release by UWS

does not release the supplier from its general warranty obligations and other liability claims.

11. Force majeure, insolvency, insolvency

11.1 Force majeure, lawful labor disputes, unrest, official measures and other unforeseeable, serious external events that cannot reasonably be averted shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The Contracting parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

12. Onward delivery, third-party property rights

12.1 The Contract Products will be distributed worldwide by UWS. The Supplier warrants that the Contract Products do not infringe any trademarks, copyrights or other industrial property rights (including designs or utility models and trade secrets) or other rights of third parties. If third parties assert claims against UWS due to the use or possession of the delivered goods, the supplier will indemnify it against these claims. The supplier shall inform UWS immediately if infringements of intellectual property rights - regardless of their nature - appear possible.
12.2. the supplier's obligation to indemnify shall extend to all expenses incurred by UWS arising from or in connection with the use by third parties in justified and appropriate manner.

13. Supplies, tools, confidentiality

13.1 Illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents provided by UWS or attributable to it remain the property of UWS. Furthermore, the delivery contract does not entail any transfer of copyright, license or usage rights, unless the use concerns the fulfillment of the contractual purposes here. Such documents are to be used exclusively for the contractual service and returned to UWS after completion of the contract.
13.2 Clause. 13.1 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 UWS provides to the supplier for production or that were procured by the supplier exclusively for the production of the contractual items. Such items must be stored separately at the supplier's expense until they are processed and must be adequately protected against destruction and loss. The supplier shall store tools for UWS free of charge.
13.3 Any processing, mixing or combination (further processing) of provided items by the supplier is made for UWS.
13.4 Any further processing of the delivered goods by UWS is carried out for the latter itself, so that UWS is deemed to be the manufacturer and acquires

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ownership of the contractual product at the latest upon further processing in accordance with the statutory provisions.

14. Confidentiality

14.1 All business or technical information made available by UWS (including features that can be taken from objects, documents or software handed over, and other knowledge or experience, including the information in paragraph. 13 must be kept secret from third parties as long as and to the extent that they are not demonstrably publicly known and may only be made available within the supplier's own company to those persons who must necessarily be called upon to fulfil the purpose of the contract and who are also obliged to maintain confidentiality; they remain our exclusive property. Such information may not be reproduced or used commercially, except for deliveries to UWS, without our prior written consent. At our request, all information originating from UWS (including any copies or records made) and items loaned to us must be returned to us immediately and in full or destroyed. We, UWS, reserve all rights to such information (including copyright and the right to register intellectual property rights).

15. Commitment to compliance with human rights and environmental standards

15.1 The supplier undertakes to observe generally recognized human rights and environmental standards in the manufacture of the delivery items and in the provision of the services.
15.2 The Supplier undertakes to review its own supply chain for human rights and environmental risks and to take measures to minimize these risks.
15.3 The supplier undertakes to cooperate with UWS in the implementation of risk minimization measures in accordance with No. 15.2 to cooperate.
15.4 The supplier undertakes to provide UWS, upon request, with documentation of its efforts to implement risk minimisation measures in accordance with No. 15.1 – 15.3.
15.5 The Supplier further undertakes to take all appropriate measures and to grant appropriate control rights to the extent that this is necessary for the appropriate implementation of requirements under the Supply Chain Due Diligence Act.

16. Applicable law, place of jurisdiction

16.1 The contractual delivery relationship between the parties shall be governed exclusively by German law to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).
16.2 The place of jurisdiction for all legal disputes arising indirectly or arise directly from contractual relationships, on which these purchasing conditions are based is 91522 Ansbach, Germany. We are entitled the supplier at our discretion at the court of his registered office or branch or at the court of the place of performance.

17. Severability Clause

Should any provision of these Terms and Conditions of Purchase and of any other agreements concluded be or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions. The contracting parties are obliged to replace the invalid provision with a provision that is as economically equivalent as possible. regulation to replace it.

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