

General Terms and Conditions of Purchase - S+C ALFANOMETAL s.r.o., concern

1. General Provisions

1. Our Terms and Conditions of Purchase apply exclusively; any terms and conditions of the Supplier or a third party that are in conflict with or deviate from our Terms and Conditions of Purchase are excluded. Acceptance of our order with any deviation or amendment is automatically considered to be a new draft contract, not an order confirmation; unless we have expressly agreed to the deviation or amendment in writing, they are not effective against us; neither the receipt of performance from the Supplier nor our payment for such performance constitutes an approval. Without our express written consent, the Supplier's terms and conditions to which the Supplier refers do not become part of the contract, even if we do not expressly reject such reference. Our Terms and Conditions of Purchase apply even if we accept a supply from the Supplier without reservation, while being aware that the Supplier's terms and conditions are in conflict with or deviate from our Terms and Conditions of Purchase.
These Terms and Conditions of Purchase also apply to the ordering of all future services, even if they are not expressly referred to upon placing the order.
- 1.2. All agreements made between us and the Supplier for the performance of the contract must be made in writing or text (e-mail) form and attached to the relevant contract.
- 1.3. Our Terms and Conditions of Purchase also apply to all future transactions with the Supplier.

2. Orders

- 2.1. Only orders in writing or text (e-mail) form are binding. Verbal or telephone orders and agreements require our confirmation in writing or text (e-mail) to become valid.
- 2.2. Outsourcing our orders to a third party or subcontracting is subject to our prior consent in writing or text (e-mail) form. Even if our consent is granted, the Supplier is liable as if the Supplier had performed the supply itself.
- 2.3. If, after placing an order, we become aware of circumstances that give rise to serious doubts as to whether the order will be properly completed by the Supplier, we may withdraw from the contract without compensation in respect of supplies that are yet to be made.
- 2.4. It is not permitted to use our enquiries, our orders and related correspondence for advertising purposes.
- 2.5. If the Supplier carries out work on the territory or premises of our plant or on the territory or premises of our customers' plants in connection with the performance of the contract, the Supplier is obliged to comply with the legal regulations applicable to the safety of employees and the prevention of material damage, the regulations of trade supervisory authorities, the regulations on accident prevention and the regulations on the limitation of immissions. The Supplier is obliged to indemnify us for all public and private claims that are brought against us as a result of a breach of these regulations.
Notwithstanding the provision of the warranty, we have the right to enter the Supplier's premises during normal business hours and inspect the production of goods designated for us. This is without prejudice to the Supplier's sole responsibility for compliance with the contract and for the perfect performance.
It is also necessary to comply with our safety regulations, which we have communicated to the Supplier.

3. Pricing and Payment Terms

- 3.1. The price stated in the order is binding. Unless otherwise agreed in writing or text (e-mail) form, the price includes delivery as per Incoterms 2020 DDP, including adequate packaging. The return of packaging requires a special agreement.
- 3.2. Statutory VAT is not included in the price.
- 3.3. The agreed prices are fixed and not to be exceeded; any additional price claims are excluded. If not stated in the contract or in the order, the prices must be stated in the order confirmation. In this case, the contract is made only after we have approved these prices in writing.
- 3.4. An invoice from a Supplier with its registered office in the Czech Republic will contain all the elements of a tax document pursuant to Section 29 of the VAT Act and the particulars specified in Section 435 of the Civil Code. Otherwise, we may return it within its maturity period, and the Supplier will then be obliged to issue a new tax document (invoice) with a new maturity period of the same length. The bank account stated on the invoice must be published in a manner allowing remote access within the meaning of Section 96 of the VAT Act. If, at the time of the taxable supply, the Supplier is an unreliable payer within the meaning of Section 106a of the VAT Act, or if the payment for the taxable supply made in the Czech Republic is to be remitted, in whole or in part, to a bank account maintained by a payment service provider outside the Czech Republic, we are entitled to pay the part of the price corresponding to value added tax directly to the tax administrator's bank account within the meaning of Section 109a of the VAT Act.
- 3.5. The assignment of claims to which the Supplier is entitled against us requires our written consent.

4. Contractual Penalty for Late Delivery

- 4.1. In the event of a delay in delivery, we may claim a contractual penalty of 0.5% of the value of the delivery for each full week expired, but no more than 5% of the price of the delivery. We may

claim the contractual penalty in addition to performance and damages caused by delay.

5. Transfer of Risk, Dispatch of Goods

- 5.1. The delivery will take place in accordance with the Incoterms agreed in the contract. If no delivery term is agreed in the contract, delivery will be made as per Incoterms 2020 DDP.
- 5.2. Delivery notes, invoices and all correspondence with us must state the number of the contract or our order.

6. Defect Inspection and Warranty

- 6.1. We are obliged to check the goods within a reasonable period of time for any deviations in quality or quantity; a complaint is considered timely if it is made within 10 working days of receipt of the goods or, in the case of hidden defects, from the time of their discovery.
- 6.2. We are entitled to all statutory liability and warranty claims in full. Notwithstanding this, we may require the Supplier to remove the defect or supply replacement goods at our discretion. In such a case, the Supplier is obliged to bear all costs necessary to remove the defect or to perform a substitute delivery. If there is an imminent danger, we are entitled to remove the defect ourselves at the Supplier's expense. We expressly reserve the right to claim damages, in particular damages for non-performance.
In the case of repaired parts or substitute performance, the limitation period for claims arising from defective goods and the warranty period both begin to run after the delivery of the repaired or new parts or goods again.
The occurrence of a larger number of defects (three times the same defect or four different defects) during the warranty period is a material breach of contract.
- 6.3. For deliveries under these General Terms and Conditions of Purchase, a warranty period of 24 months is agreed, unless otherwise agreed in a confirmed order or contract, which begins to run from the receipt of the supply at the place of destination.
- 6.4. The receipt of the goods, the approval of the drawings submitted to us or the design proposals submitted by us does not relieve the Supplier of its sole responsibility for ensuring that the delivered goods are free from defects.
- 6.5. Any welding or sealing work to be carried out as part of the removal of defects is subject to our express prior consent in writing or text (e-mail) form.
- 6.6. The Supplier is obliged to comply with the applicable laws of the European Union, the Czech Republic and the Federal Republic of Germany, e.g. the REACH Regulation (Regulation (EC) No. 1907/2006).
The Supplier will inform us immediately of any relevant changes to the goods, their supply options, usability or quality due to legal regulations, in particular REACH, and will agree on appropriate measures on a case-by-case basis. The same applies as soon as and if the contractual partner recognizes or should have known that such changes may occur.

7. Drawings, Models

- 7.1. Documents or means of production of any kind, such as samples, drawings, models, tools, instructions of a technical nature, which we provide to the Supplier or for which we pay, may only be used for deliveries to us. They may not be passed on to third parties or used for purposes other than those for which they were provided. We reserve the ownership right to and copyright in all images, drawings, calculations or other materials; these may not be disclosed to a third party without prior express consent.
- 7.2. The documents and means of production referred to in Article 7.1. must be returned to us immediately in perfect condition or destroyed, without leaving copies or individual items, once the order has been completed and we have requested their return or destruction. A retention right is excluded to this extent.
- 7.3. Changes to the documents and means of production referred to in Article 7.1 may only be made with our consent in writing or text (e-mail) form. The Supplier will store them for us free of charge. The same applies to special equipment such as casting molds needed for production, even if they were manufactured or procured at the Supplier's expense.

8. Material Supplied by Us

- 8.1. The material supplied by us may only be used for our order.
- 8.2. Defects in the provided material that would be recognizable by proper inspection can no longer be claimed by the Supplier after the material has been processed. Our provision of material does not relieve the Supplier of its warranty obligations.
- 8.3. The Supplier is liable for loss or damage to the provided material. The Supplier must inform us of any deterioration immediately. The Supplier is obliged to provide adequate insurance coverage at its own expense and to provide proof of such insurance immediately upon request.
- 8.4. The material provided by us remains our property at each stage of processing; in the case of its processing, we become the owner of the thing newly created by processing to the maximum extent permissible by law; if this is not possible, we are entitled to compensation for the value of the processed item, which may not be lower than our acquisition costs for this item.
- 8.5. If the thing provided by us is inseparably mixed with other things that do not belong to us, so that the restoration to the previous state

General Terms and Conditions of Purchase - S+C ALFANAMETAL s.r.o., concern

is not possible, but the whole can be divided into parts without violating the substance, we are entitled to separate a proportional part of what was created by the mixing, or to claim compensation for what we have lost by the mixing, which must not be lower than our acquisition costs for the thing mixed with other things.

9. Product Liability, Indemnification, Liability Insurance

- 9.1. If a defect in a product supplied by us to a third party is due to the fact that the Supplier's supply or other performance is or was defective, the Supplier is obliged to indemnify us upon first request for all related third party claims for damages. In this context, the Supplier is also obliged to reimburse all costs incurred by us as a result of or in connection with our recall or withdrawal of goods from the market, etc. Where possible and if we can reasonably be required to do so, we will inform the Supplier of the content and scope of the withdrawal measures to be implemented and give the Supplier the opportunity to comment.
- 9.2. The Supplier agrees to maintain product liability insurance with a lump sum payment of at least €2.5 million for personal injury/property damage; if our claims for damages are higher, they remain unaffected.

10. Copyright

- 10.1. The Supplier guarantees that no third party rights will be violated in connection with its supply.
- 10.2. If a third party brings claims against us based on the fact that the supply or performance of the Supplier infringes the rights of the third party, in particular but not limited to industrial property protection, the Supplier is obliged to indemnify us against these claims upon first written request. Only claims by a third party based on an agreement with us that we have entered into with the third party after the claims have been brought, e.g. for settlement or recognition, are excluded from the indemnification obligation. The exclusion does not apply if the Supplier has agreed to the agreement with the third party or subsequently approved it.
- 10.3. The Supplier's indemnification obligation applies to all necessary costs that we incur in connection with claims made by a third party. This includes, in particular, the payment of reasonable costs of legal representation according to hourly rates, which may be higher or significantly higher than those according to the lawyer's tariff.
- 10.4. The limitation period is 10 years and is calculated from the date on which the third party brought a claim against us.

11. Compliance with Regulations/ESG Regulations

- 11.1 Each Supplier agrees to identify and comply with laws, directives, regulations or other obligations to which it is subject under its own responsibility and to ensure compliance with the same by its subcontractors and other suppliers. Details can be found in the following paragraphs of this Article 11 and in particular in the Schmidt + Clemens Code of Conduct referred to in Article 11.5. The Supplier is obliged to comply with the provisions on anti-bribery, anti-bribery and anti-extortion requirements of the OECD Guidelines for Multinational Enterprises, as well as all anti-corruption and anti-money laundering legislation applicable to the legal relationship between us and the Supplier (hereinafter referred to as the "AML Regulations").
- 11.2 The Supplier must comply with the obligation to protect human rights in fulfilling its obligations arising from the contractual relationship with us and to oblige its suppliers and subcontractors (including service providers) acting in connection with the performance of Supplier's obligations towards us to comply with the obligation to protect human rights at their own premises and in their supply chains. "Obligation to protect human rights" means the obligation to refrain from and terminate any human rights violations and to take measures to prevent imminent violations and to avert or minimize the risks of negative impacts on human rights. "Human rights" means internationally recognised human rights, at least as set out in the International Charter on Human Rights (UN) and in the core labour standards of the International Labour Organisation (ILO). The Supplier further agrees to (a) instruct its legal representatives and employees on compliance with the obligation to protect human rights and (b) regularly train its legal representatives and employees in compliance with the obligation to protect human rights.
- 11.3 The Supplier is obliged to comply with the environmental regulations applicable to the Supplier at all times. These may include, but are not limited to: the Marketing Act, the Take-Back and Quality Recycling of Packaging, the European Carbon Boundary Adjustment Mechanism (CBAM) and the Supply Chain Act.
- 11.4 The Supplier agrees to comply with the obligations of conduct contained in the Schmidt + Clemens Code of Conduct and to comply with the principles enshrined therein.
- 11.5 We may check the Supplier's compliance with the obligations set out in this Article 11 by conducting audits during the Supplier's normal business hours if (a) there is a reasonable initial suspicion that the Supplier does not comply with its obligations under this Article 11, or (b) we are required, upon agreement with our customer, to establish such audit rights with regard to our Suppliers and subcontractors and our customer requests us to carry out the relevant audit. In the case referred to in Article 11.4. (b) we may determine the reasonable time and scope of the audit at our

reasonable discretion if it is necessary to meet our own obligations to our customer. In the event of an audit pursuant to this Article 11.4, the Supplier is obliged to provide us with all information, documents and materials necessary to check whether the Supplier complies with or violates the provisions of this Article 11. In the event of an audit pursuant to this Article 11.4, the Supplier is obliged to provide us with all information, documents and materials necessary to check whether the Supplier complies with or violates the provisions of this Article 11.

- 11.6 Without prejudice to other rights and remedies, we may terminate our legal relationship for good cause and with immediate effect if the Supplier (a) stops its payments if an interim insolvency administrator is appointed or if the Supplier has been found to be insolvent, (b) fails to remedy a serious breach of its human rights obligations within a reasonable time; or if the breach cannot be terminated in the foreseeable future, fails to develop and implement a policy to terminate or minimise the breach; or fails to take effective measures to prevent a similar breach in the future; or (c) breaches the AML Regulations under Article 11.2.

12. Court of Jurisdiction, Place of Performance, Governing Law, Severability Clause

- 12.1. The court of jurisdiction is the Czech court having subject-matter jurisdiction according to the place of our registered office; however, we may also file a lawsuit at the court having territorial jurisdiction according to the Supplier's registered office.
- 12.2 Unless otherwise specified in the order confirmation, the place of performance is our registered office.
- 12.3 The law of the Czech Republic is the governing law; the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 12.4 If any of the above provisions are invalid or ineffective in their entirety or in part, the validity or effect of the remaining provisions will not be thereby concerned.

13. Effect

- 12.1. These General Terms and Conditions of Purchase enter into effect on September 2024.