

General Purchase Conditions of Schüco Coating Solutions GmbH & Co. KG, Karolinenstraße 1-15, 33609 Bielefeld, Germany (hereinafter referred to as "Schüco")

1. Scope

All purchase orders shall be subject exclusively to the following General Conditions of Purchase which shall be deemed as accepted, without express acknowledgment, upon Supplier's acceptance of our purchase order or its – even partial – processing. They shall also apply in the event that Schüco, with full knowledge of any regulations to the contrary or any supplier's conditions conflicting with the following General Purchase Conditions, does accept incoming goods without reservation. Any deviating order confirmations, agreements or general terms and conditions of the Supplier require the express written consent of Schüco in order to be valid.

2. Conclusion of Contract

2.1. All quotations shall be submitted free of charge. Unless otherwise agreed, they shall be made in writing.

2.2. Only written Schüco purchase orders shall be legally binding. Emails are considered to not comply with the written form requirement. Any purchase orders placed orally, by phone, or email shall not be valid unless confirmed by a written order subsequently submitted by Schüco. The same shall apply to any oral subsidiary agreements and/or contract amendments.

2.3. Purchase orders shall be confirmed by Supplier within 3 days stating the Schüco purchase order number. Failing to submit such confirmation within 14 days after the issue of such purchase order, Schüco shall no longer be bound by said purchase order.

3. Prices

3.1. Agreed prices are considered fixed prices and shall exclude any additional claims. Unless otherwise agreed, prices are deemed to be inclusive of VAT. This does not apply to the Import Turnover Tax which, unless otherwise agreed, is to be paid by Schüco.

3.2. The agreed prices include freight, track and gauge charges, packaging and free deliveries. The nature of the pricing does not affect the agreed place of performance

4. Delivery

4.1. With the exception of invoices (see subsection 8.1), all correspondence is to be conducted between Supplier and the ordering purchase department of Schüco. Supplier agrees to state both the Schüco purchase order number and the purchase order date in all correspondence, invoices, and shipping documents. In addition, a note regarding the unloading point must be included upon request. Should any culpable failure to observe the above information result in additional expenditure, the Supplier shall bear such additional costs incurred.

4.2. Each shipment is to be accompanied by a delivery note on which the number and date of the purchase order, the product number, the quantity and the exact place of delivery shall be stated. In addition, a dispatch note shall be sent to Schüco for each shipment. Invoices are not considered delivery notes.

4.3. Schüco reserves its right to accept excess or short deliveries.

4.4. The Supplier is liable to Schüco for ensuring that all deliveries subject to labelling requirements are properly labelled. The labelling must also appear on order confirmations and all other shipping documents.

4.5. Supplier agrees to promptly and without further request provide Schüco, once a year as a long-term declaration, with proofs of origin (e.g. supplier's declarations, movement certificates or declarations of origin on the invoice in accordance with the European Community's preferential agreements, certificates of origin in accordance with non-preferential rules of origin), all of the aforesaid duly signed and containing all necessary information.

4.6. If, due to any legal regulations, Supplier is required to submit any certificates of compliance, Supplier agrees to promptly issue to Schüco any such documents upon request. In the event that Schüco needs Supplier's assistance in conjunction with said certificates of

compliance, Supplier agrees to immediately provide any required assistance, in particular as regards the issue of declarations.

4.7. In case of drop shipments from Supplier directly to a Schüco customer, Supplier agrees, upon Schüco's request, to only use shipping documents which do not disclose Supplier or which identify Schüco as Supplier to the customer. Schüco agrees to submit Schüco delivery notes to Supplier as and when required.

4.8. As far as drop shipments are concerned, Supplier agrees to keep all shipping documents filed in accordance with any applicable legal regulations and, upon Schüco's request, to immediately release them to Schüco.

4.9. Supplier agrees to ensure the goods to be immediately unloaded at the agreed place of destination. Any assistance of Schüco's employees in unloading the goods shall be at the sole risk and charge of Supplier.

4.10. Upon completion of the unloading and acceptance of the delivery by Schüco and/or at the agreed place of destination, the risk shall pass to Schüco. This shall also apply if the goods are taken over by Supplier's forwarding agent or carrier. If Schüco agrees to collect the goods at Supplier's premises or if the goods remain at Supplier's premises after acceptance by Schüco, Supplier is deemed to assume responsibility for the incidental deterioration or loss of the goods until the goods have reached their place of destination and have been unloaded.

4.11. Prior to the shipment of parts and/or items which required to be manufactured in accordance with Schüco drawings or details, type samples shall be sent to Schüco for approval.

5. Delivery Dates

5.1. All delivery dates scheduled in the purchase order shall be binding.

5.2. The delivery term shall start on the date of the purchase order. In case of any expected or apparent delays, Supplier agrees to immediately report such delays to Schüco.

5.3. Partial shipments shall at no time be deemed to be independent business transactions.

5.4. Schüco shall have no obligation of acceptance prior to the scheduled date of delivery.

5.5. Upon Supplier's default, Schüco shall be entitled to demand lump-sum compensation amounting to 1% of the net order value per week or part thereof, up to a maximum of 5% of the net order value of the delivery, and/or to withdraw from the contract. The lump-sum compensation shall be set off against an asserted claim for damages. Supplier shall remain free to prove that Schüco has incurred a lesser damage or no damage at all.

6. Liability for Defects

6.1. Supplier hereby warrants that all of his goods comply with any of the applicable legal requirements, product safety regulations, relevant regulations of the respective authorities and professional associations (including accident prevention regulations), regulations and rules prevailing in the particular countries in which the goods are manufactured and stored or through which they are transported or in which they are used. Supplier further warrants that the goods fulfil the latest state-of-art requirements and that they are suited for their intended use.

6.2. Schüco may demand of Supplier reimbursement of the expenses which Schüco had to bear in relation to his consumer under section 439 para. (2) and (3) BGB and section 475 para. (4) and (6) BGB, if the defect asserted by the consumer already existed at the time of the risk transfer to Schüco. The claims of Schüco for supplier recourse also apply if the defective goods have been further processed by Schüco or another entrepreneur in accordance with their type and intended use. Processing in the aforementioned sense also refers to processing goods into a new item, incorporation into another item or attachment to another item.

6.3. The obligation to examine and to notify apparent defects or deviations in quantity shall at all events, even if the ownership in the delivered goods has transferred to Schüco or has been handed over to the forwarding agent, carrier or any other person duly authorized by Schüco, only upon receipt of the duly issued delivery note and arrival of the goods at Schüco. It is understood that Schüco shall be obliged to open the packages and to spot-check the goods

on a random basis only. Any defects which are not apparent due to the type of packaging or are not detected during spot-checking shall be considered hidden defects. As regards apparent defects, the notification period shall be 10 workdays after receipt of the goods at Schüco, in case of hidden defects 14 days after their detection. The notification period is deemed observed if the notice of defect has been dispatched by Schüco within this period.

6.4. The limitation period for rights arising from product defects is 3 years. Notwithstanding the aforementioned period, the limitation period for defects of products that are used in accordance with their normal use for a building and cause the latter's defectiveness is 5 years.

6.5. In the event of defects, Schüco shall be entitled to exercise, without limitation, any of its legal rights arising from product defects.

6.6. If rejected goods are stored by Schüco, Schüco shall only be liable for breach of its usual duty of care. If the Supplier refuses to take back the goods despite a reminder, Schüco shall be entitled to store the goods with a carrier at the Supplier's expense.

6.7. Supplier agrees to hold Schüco harmless of any third party claims in conjunction with the Product Liability Act, the Extended Manufacturer's Liability and/or other applicable regulations inasmuch as the supplier is to be held accountable for the defect causing the liability to arise.

6.8. Complementary to the aforementioned stipulations, the statutory provisions on liability for defects shall apply.

7. General Liability for Damages

With regard to liability for damages not based on the defectiveness of a delivery/service, the statutory provisions shall apply.

8. Invoices, Terms of Payment

8.1. Supplier shall issue his invoices in accordance with applicable legal provisions. Unless otherwise agreed, the invoices shall be mailed to Schüco's accounts payable department stating Schüco purchase order number, Schüco product number, Schüco item number, Schüco supplier number, invoiced quantities, unit prices and date of purchase order as well as the name of the ordering Schüco employee. Invoices must not contain more than 20 items and must not accompany the consignment. In case of shipments to different Schüco warehouses, a separate invoice is to be issued for each shipping address. Partial shipment / performance shall be identified accordingly in the invoice.

8.2. Payments shall be effected only upon full receipt of the faultless goods and/or entirely faultless performance and after receipt of a duly issued invoice. Unless otherwise agreed, Schüco agrees to effect payment within 30 days after delivery and receipt of the original invoice less 3% discount or within 60 days net. Any delays resulting from incorrect or incomplete invoices shall have no effect on the applicable discount periods.

8.3. Any payments effected by Schüco shall not be deemed to constitute the acceptance of a statement or a delivered item. Upon payment of the purchase price, the goods shall pass into Schüco's property.

8.4. Schüco shall be entitled to exercise its legal rights of retention without restriction of any kind. Schüco shall without restriction be entitled to setoff within the legally admissible scope.

8.5. Irrespective of his right of assignment according to § 354 a HGB [\[German Commercial Code\]](#), Supplier shall not be entitled to assign his purchase price claim without Schüco's prior consent. Schüco agrees not to unreasonably withhold its consent.

9. Industrial Property Rights, Drawings, and other Documentation

9.1. Schüco shall be entitled to safeguard its intellectual and industrial property rights to all drawings, calculations, and other pertaining documents as may have been transferred to Supplier. Such documents may not be made available to any third party without Schüco's express written consent. Such documents are exclusively intended for manufacturing

purposes in conjunction with a purchase order. After completion of the purchase order they shall be returned to Schüco without further request and to be kept secret from any third party.

9.2. It is understood that Supplier is prepared to recognize any Schüco industrial property rights and patents evidenced by the applicable documents.

9.3. Supplier agrees to keep in a safe place all goods as may have been ordered by Schüco and whose manufacture, modification or specific design he may have started upon Schüco's request or in conformity with Schüco's drawings or descriptions, irrespective of the question whether or not they are protected by any industrial property rights, and not to supply them to any third party without Schüco's prior written consent.

9.4. Supplier further agrees to adhere to any of the tolerances stated on Schüco drawings. Any modification of such tolerances requires Schüco's prior written consent in each individual case. It is understood that Schüco's approval of and/or the transfer for use of drawings or other documents shall in no way relieve Supplier of his sole responsibility for delivery.

10. Other Provisions

10.1. Place of performance for deliveries shall be Bielefeld, Germany.

10.2. The exclusive place of jurisdiction for all disputes arising from or in conjunction with any transactions based on subject Purchase Conditions shall be Bielefeld, Germany.

10.3. All relations between Schüco and its supplier shall be exclusively governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(Rev. 09 March 2026)