DEPRAG
machines unlimited

General Terms and Conditions of Purchase

I Scope

1. These Terms and Conditions of Purchase apply to our orders. Conflicting terms and conditions of sale and delivery from our suppliers do not bind us, even if we do not expressly object to them.
2. Our Terms and Conditions of Purchase shall apply even if we accept the delivery without reservation while being aware of the supplier's terms and conditions that conflict with or deviate from our Terms and Conditions of Purchase.
3. In addition to our Terms and Conditions of Purchase, we issue a notice requiring compliance with our Code of Conduct for Suppliers.

II Placing Orders

1. Only written orders bearing a legally binding signature are valid.
2. Confirmation of the order must be received within 8 days of the order date.
3. We are entitled to cancel our order free of charge if you do not confirm it to us unchanged within the aforementioned period after receipt.
4. An order confirmation containing different terms and conditions does not constitute a new offer pursuant to Section 150(2) of the German Civil Code (BGB); such terms and conditions are only binding on us if confirmed in writing.

III Prices

1. The prices stated in our order are considered binding and are quoted free to our plant.
2. Any surcharges require our express written approval to be effective.
3. The above-mentioned fixed prices include all expenses in connection with the deliveries and services to be provided by you.

IV Processing and Delivery

1. You may only award subcontracts with our consent, unless they involve only the supply of standard parts.
2. Delivery calls are binding with respect to the type and quantity of the goods called for as well as the delivery time.
3. Partial deliveries require our consent.
4. For devices, a technical description and an instruction manual must be provided free of charge.
5. Goods delivered in violation of the contract will be returned at the supplier's expense and risk. Returned goods remain our property until a replacement delivery is received or their value is settled.
6. Ownership of the delivered goods shall pass to us upon payment. Any extended or expanded retention of title is excluded.
7. If deliveries are repeatedly not made in accordance with the contract, we are entitled to withdraw from the contract.
8. If the contractor suspends payments, or if insolvency proceedings are initiated against its assets, or if an out-of-court settlement procedure is applied for, DEPRAG is entitled to withdraw from the contract. Unless withdrawal occurs, DEPRAG may retain an amount of at least 5% of the remuneration as security for the contractual claims until the expiration of the contractual warranty period.
9. For software products, the delivery obligation is not fulfilled until the complete (system and user) documentation has also been provided. For programs created specifically for us, the program must also be delivered in source format.

V Delivery Time and Delay in Delivery

1. The agreed delivery time is an essential element of the contract. The supplier must immediately notify us of any circumstances that come to its attention which call into question compliance with the delivery deadline.
2. If you fail to deliver or perform even within a grace period set by us, we are entitled, even without prior notice, to refuse acceptance, withdraw from the contract, or claim damages for non-performance. We are also entitled to withdraw from the contract even if you are not at fault for the delay.
3. Should the contractor be in default of delivery or performance, we are entitled to claim compensation in the amount of 0.1% of the value of the agreed delivery or service for each calendar day of the delay—up to a maximum of 5% in total. This also applies in the event of withdrawal from the contract.
4. Any additional costs incurred by us as a result of your delay, in particular due to the need to procure goods or services from other sources, shall be borne by you.
5. The same applies in the event of suspension of payments, as well as in the event of the filing for or commencement of composition or bankruptcy proceedings, or the conduct of out-of-court composition proceedings.
6. We reserve the right to claim an agreed contractual penalty for improper performance (Section 341 of the German Civil Code (BGB)) until the final payment is made.

VI Shipping

Upon shipment, a delivery note bearing our order number must be sent to us in duplicate by Pos. or email. A packing slip must be included with the shipment itself.

VII Packaging

The supplier is responsible for the packaging. If the return shipment is sent freight prepaid, we are entitled to reduce the supplier's invoice by two-thirds of the value of the packaging.

VIII Payment

1. Payment shall be made within 60 days of receipt of the invoice without any deduction, or within 14 days with a 3% discount. The timestamp for payment shall be the date on which our bank receives the transfer order.
2. Payments do not constitute acceptance of the delivery or service as being in accordance with the contract. In the event of defective or incomplete delivery or service, we are entitled, without prejudice to our other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper performance has been achieved.
3. We are entitled to rights of set-off and retention to the extent permitted by law.
4. The assignment of your claims against us to third parties is excluded.

IX Conformity

1. Substances contained in the product that require registration under REACH (EC) No. 1907/2006 have been pre-registered/registered with ECHA by our suppliers themselves or by an upstream actor in the supply chain. No substances prohibited under REACH Regulation (EC) No. 1907/2006, Article 67 and Annex XVII, are contained.
2. No substances of very high concern (SVHC) exceeding 0.1% by weight that are listed on the ECHA Candidate List https://echa.europa.eu/de/candidate-list-table are contained.
3. The substance restrictions under RoHS II Directive 2011/65/EU, including Delegated Directive (EU) 2015/863, are complied with.
4. All delivered items comply with the following directive: "Toxic Substances Control Act (TSCA) Section 6(h)"
5. All delivered items comply with the requirements of the Radio Equipment Directive (RED) 2014/53/EU and Delegated Regulation (EU) 2022/30.
6. All delivered items also comply with the requirements of Regulation (EU) 2024/2847 (Cyber Resilience Act) even before its effective date.
7. Any exceptions to this must be reported to us immediately.
8. Should any of the above requirements no longer be met in the future, we will be notified immediately.

X Export Control

In the case of deliveries of goods subject to export restrictions, licenses, or controls in the country of manufacture or shipment, the supplier is required to provide the following information to DEPRAG, Purchasing Department, without being asked:

- Item No. in the list of dual-use items pursuant to Annex I of Regulation (EC) No. 428/2009
- Information regarding the percentage of U.S.-origin components used that are subject to licensing requirements, provided that the goods are subject to U.S. export control laws (Export Administration Regulations – EAR)
- Designation of a contact person for inquiries regarding export controls.

In the case of the delivery of goods that are considered dual-use goods, the supplier is obligated to print the following text legibly on all business documents (invoices, quotations, order confirmations): **DUAL USE GOODS**.

XI Conflict Minerals

1. Our company has decided to implement a due diligence obligation for our mineral supply chain.
2. As part of Deprag Schulz GmbH & Co.'s commitment to responsible mineral sourcing, we work with our suppliers to understand the due diligence processes they have implemented for risk management in their supply chain. We therefore ask you to actively support the implementation of our policy and to provide us, upon request, with information regarding your risk management procedures related to the responsible sourcing of minerals.

XII Notices of Defects

1. The delivered goods must comply with our specifications in every respect in terms of quality and workmanship. Notifications of defects are deemed to have been made in a timely manner within the meaning of Section 377 of the German Commercial Code (HGB) if apparent defects are reported to the supplier within 3 weeks of receipt of the goods and invoice, and hidden defects within 3 weeks of their discovery.
2. We are entitled, even if the delivery has already been paid for, to demand a credit note or a replacement delivery free of defects. In such a case, freight, labor costs, and other expenses shall be borne by the supplier.
3. We are entitled to the full statutory claims for defects; in any case, we are entitled to demand, at our discretion, that the supplier remedy the defect or deliver a new item.
4. The right to compensation, in particular the right to compensation in lieu of performance, is expressly reserved.
5. In urgent cases (in particular where operational safety is at risk or to prevent exceptionally high damages), to remedy minor defects, and in the event of your delay in remedying a defect, we are entitled, after notifying you in

advance and following the expiration of a reasonable grace period appropriate to the situation, to remedy the defect and any resulting damage ourselves at your expense or to have it remedied by a third party at your expense.

6. This also applies if you deliver or perform late and we must remedy defects immediately to avoid our own delay in delivery.

7. Our statutory rights remain unaffected in all other respects.

XIII Indemnification for Material and Legal Defects

You shall indemnify us against all claims that third parties—regardless of the legal basis—may assert against us due to a material or legal defect or any other defect in a product you have delivered and reimburse us for the necessary costs of our legal defense in this regard.

XIV Design Protection, Technical Documentation, Rights of Use, Confidentiality, etc.

1. Technical documentation, tools, work specification sheets, production equipment, etc. provided by us remain our property; all trademark, copyright, and other intellectual property rights remain with us. You must return them to us, including all duplicates made, immediately upon completion of the order without being asked; in this regard, you are not authorized to assert a right of retention.
2. You may use the aforementioned items solely for the fulfillment of the order and must not transfer them to unauthorized third parties or otherwise make them accessible.
3. Duplication of the aforementioned items is permitted only to the extent necessary for the fulfillment of the order.
4. The business relationship with us may only be referred to in the contractor's advertising with our written consent.
5. For software orders, all software licenses and installation CDs must be included in the delivery.
   Documentation must be provided for the computers used in the equipment, which describes in detail the hardware and software used, including all necessary interfaces and drivers. It must be possible to replace a computer without any problems.
   The complete documentation must be provided in the following format:
   at least 1 CD-ROM (as agreed), in paper form if required
6. In the case of design contracts, web layout, homepages, etc., all intellectual property of the supplier/creator, including their sales, licensing, and usage rights, shall transfer to Deprag upon conclusion of the contract.

XV Provision of Materials

1. Material provided by us remains our property and must be stored by you free of charge and with the care of a prudent businessman, kept separate from your other items, and marked as our property.
2. It may only be used to fulfill our order.
3. You are responsible for compensating us for any damage to the provided material.
4. If you process or transform the provided material, such activity is performed on our behalf. We shall immediately become the owner of the new items created in this process. If the provided material constitutes only a part of the new items, we shall be entitled to co-ownership of the new items in the proportion corresponding to the value of the provided material contained therein.

XVI Confidentiality

1. You are obligated to treat all non-public commercial and technical details that become known to you through the business relationship as confidential and not to disclose them to third parties.
2. Manufacturing for third parties, the display of products manufactured specifically for us—in particular according to our plans, drawings, or other special requirements—publications regarding the orders and services, as well as any reference to this order to third parties, require our prior written consent.
3. The Contractor undertakes to implement appropriate technical and organizational measures to protect the information provided to it. Security-related incidents affecting the Client's information or systems must be reported immediately to security@deprag.de . In the case of multi-client or shared systems, an appropriate separation of data and access rights must be ensured. The use of subcontractors with access to the Client's confidential information or systems requires the Client's consent. The Contractor shall ensure that any subcontractors used comply with appropriate safety requirements."

XVII Third-Party Intellectual Property Rights

The supplier is liable for ensuring that its delivery and our use thereof do not infringe any patents or other intellectual property rights of third parties in Germany or abroad. Any legal costs incurred shall be borne by the supplier.

XVIII Place of Performance and Jurisdiction

1. The place of performance and venue for all services arising from the order are Amberg, Upper Palatinate.
2. All legal relationships between us and the supplier shall be governed by the laws of the Federal Republic of Germany, excluding the CISG and the conflict-of-laws provisions of German private international law.

XVIV Miscellaneous

Should individual clauses of these General Terms and Conditions of Purchase be wholly or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.

Amberg, June 1, 2026

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