

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 of our suppliers shall not be binding on us, even if we do not expressly object to them.
2. Our Terms and Conditions of Purchase shall also apply if we accept the delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
3. In addition to our Terms and Conditions of Purchase, we refer to compliance with our Code of Conduct for Suppliers.

II Order placement

1. Only written orders with 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 unchanged within the above-mentioned period after receipt.
4. The order confirmation with other terms and conditions does not constitute a new offer in accordance with Section 150 (2) of the German Civil Code (BGB); the other terms and conditions are only binding for us if they are confirmed in writing.

III Prices

1. The prices stated in our order are authoritative and are understood to be free at our factory.
2. Any surcharges require our express written approval to be valid.
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 relate solely to the supply of marketable parts.
2. Delivery schedules are binding with regard to the type and quantity of goods ordered and the delivery time.
3. Partial deliveries require our consent.
4. For equipment, a technical description and instructions for use must be supplied free of charge.
5. Goods delivered in breach of contract shall be returned at the supplier's expense and risk. Returned goods shall remain our property until a replacement delivery is received or their equivalent value has been 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 carried out in accordance with the contract, we shall be entitled to withdraw from the contract.
8. If the contractor suspends payments or if insolvency proceedings are initiated against its assets or an out-of-court settlement procedure is requested, DEPRAG shall be entitled to withdraw from the contract. If no withdrawal takes place, DEPRAG may retain an amount of at least 5% of the remuneration as security for the contractual claims until the expiry of the contractual warranty period.
9. In the case of software products, the delivery obligation is only fulfilled when the complete (system and user) documentation has also been handed over. In the case of programmes created specifically for us, the programme must also be delivered in source format.

V Delivery time and delay in delivery

1. The agreed delivery time is an essential part of the contract. The supplier must immediately notify us of any circumstances that come to its attention that could jeopardise compliance with the delivery deadline.
2. If you do not deliver or perform within a grace period set by us, we shall be entitled, even without prior warning, to refuse acceptance, withdraw from the contract or claim damages for non-performance. We shall also be entitled to withdraw from the contract if you are not responsible for the delay.
3. If the contractor is in default with the delivery or service, we shall be entitled to claim compensation of 0.1% of the value of the agreed delivery or service for each calendar day of delay, up to a maximum of 5% in total. This shall also apply 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 obtain alternative supplies, shall be borne by you.
5. The same shall apply in the event of suspension of payments, the filing for or commencement of composition or bankruptcy proceedings, or the implementation of out-of-court settlement proceedings.
6. We reserve the right to demand an agreed contractual penalty for improper performance (§ 341 BGB) until the final payment has been made.

VI Shipping

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

VII Packaging

The supplier shall provide the packaging. Carriage paid returns entitle us to reduce the supplier's invoice by 2/3 of the value of the packaging.

VIII Payment

1. Payment shall be made within 60 days of receipt of the invoice without any deductions, or within 14 days with a 3% discount. The date of 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 shall be 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 set-off and retention rights 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 according to REACH (EC) No. 1907/2006 have been pre-registered/registered with the 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) above 0.1% by weight are contained that are listed in the ECHA candidate list <https://echa.europa.eu/de/candidate-list-table>.
3. The substance restrictions according to RoHS II Directive 2011/65/EU, including Delegated Directive (EU) 2015/863, are complied with.
4. All items supplied comply with the following directive: "Toxic Substances Control Act (TSCA) Section 6(h)".
5. All items supplied comply with the requirements of the Radio Equipment Directive (RED) 2014/53/EU and Delegated Regulation (EU) 2022/30.
6. All items delivered also comply with the requirements of Regulation (EU) 2024/2847 (Cyber Resilience Act) even before it comes into force.
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, notification shall be given immediately.

X Export control

When delivering goods that are subject to export restrictions, licences or controls in the country of manufacture or dispatch, the supplier is obliged to provide DEPRAG's Purchasing Department with the following information without being asked to do so:

- Number of the item in the dual-use goods list in accordance with Annex I of Regulation (EC) No. 428/2009
- Information on the proportion of components from the USA that are subject to authorisation, provided that these goods are subject to US export control legislation (Export Administration Regulation – EAR)
- Name of a contact person for queries regarding export controls.

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

XI Conflict materials

1. Our company has decided to introduce a due diligence obligation for our mineral supply chain.
2. As part of Deprag Schulz GmbH u. Co.'s commitment to responsible sourcing of minerals, 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 with information about your risk management procedures in relation to the responsible sourcing of minerals upon request.

XII Complaints

1. The delivered goods must comply with our specifications in every respect in terms of quality and workmanship. Complaints shall be deemed to have been made in good time within the meaning of Section 377 of the German Commercial Code (HGB) if obvious 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 to demand a credit note or a replacement delivery free of defects, even if the delivery has already been paid for. In such a case, freight, labour costs and other costs 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 that the supplier remedy the defect or deliver a new item at our discretion.
 4. The right to compensation, in particular the right to compensation in lieu of performance, is expressly reserved.
 5. In urgent cases (in particular if operational safety is at risk or to prevent exceptionally high damage), to remedy minor defects and in the event of your delay in remedying a defect, we shall be entitled, after informing you in advance and expiry of a short grace period appropriate to the situation, to remedy the defect and any damage caused thereby ourselves or have it remedied by a third party at your expense.
 6. This also applies if you are late in delivering or performing and we have to remedy defects immediately in order to avoid our own delay in delivery.
 7. Our statutory rights remain unaffected.

XIII Indemnification for material defects and defects of title

You shall indemnify us against all claims asserted against us by third parties – regardless of the legal basis – due to a material defect, legal defect or other fault in a product supplied by you, and reimburse us for the necessary costs of our legal action in this regard.

XIV Design protection, technical documents, rights of use, confidentiality, etc.

1. Technical documentation, tools, factory standard sheets, production equipment, etc. provided by us remain our property; all trademark, copyright and other property rights remain with us. They must be returned to us immediately after execution of the order, including all duplicates made, without being requested to do so; in this respect, you are not authorised to assert a right of retention.
2. You may only use the aforementioned items for the execution of the order and may not transfer them to unauthorised third parties or make them accessible in any other way.
3. Duplication of the aforementioned items is only permitted to the extent necessary for the execution of the order.
4. The contractor may only refer to the business relationship with us in advertising with our written consent.
5. In the case of software orders, all software licences and installation CDs must be supplied.
For the computers used in the operating resources, documentation must be provided that 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 supplied in the following formats: at least 1x CD-ROM (by agreement), in paper form if required.
6. In the case of design orders, web layouts, homepages, etc., all intellectual property of the supplier/creator, including their sales, licence and usage rights, shall become the property of Deprag upon conclusion of the contract.

XV Provision of material

1. Materials provided by us remain our property and must be stored by you free of charge and with the care of a prudent businessman, separately from your other items and marked as our property.
2. It may only be used to carry out our order.
3. You shall compensate us for any damage to the material provided.
4. If you process or transform the material provided, this activity shall be carried out on our behalf. We shall immediately become the owner of the new items created in this process. If the material provided only constitutes part of the new items, we shall be entitled to co-ownership of the new items in proportion to the value of the material provided contained therein.

XVI Confidentiality

1. You are obliged 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. The manufacture for third parties, the display of products manufactured specifically for us, in particular according to our plans, drawings or other special requirements, publications concerning orders and services, and references to this order to third parties require our prior written consent.

XVII Third-party property rights

The supplier shall be liable for ensuring that its delivery and our use thereof do not infringe any patents or other third-party property rights 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 jurisdiction for all services arising from the order is Amberg/Oberpfalz.
2. All legal relationships between us and the supplier shall be governed by the law of the Federal Republic of Germany, excluding the CISG and the referral provisions of German private international law.

XIX 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, 15 September 2025