

Purchase Conditions of GBS Electronic Solutions GmbH (GBS ES)

1. Basis of Contract

- 1.1 These Terms and Conditions of Purchase shall apply exclusively to all deliveries and services provided by the Supplier to us. This shall also apply if the Supplier is familiar with them from previous transactions or offers. The Supplier's general terms and conditions shall not apply, even if we do not explicitly object to them.
- 1.2 A contract shall be concluded either by acceptance of an offer via a binding order or by confirmation of our binding order by the Supplier.
- 1.3 Our orders shall only be binding if issued in text form in accordance with Section 126b of the German Civil Code (BGB). This includes, in particular, transmission by email, via an ERP or procurement system, by EDI, or via other electronic communication channels agreed between the parties.
- 1.4 The Supplier is obliged to immediately reject our binding order if it does not wish to accept it.
- 1.5 As long as the contract has not been concluded, we are entitled to withdraw a purchase offer, unless a specific binding period has not yet expired.

2. Order Number, Item Number

- 2.1 The order confirmation, delivery note, invoice, and other correspondence must contain the following information:
- Our complete order number,
 - Our complete item number for each item delivered.
- 2.2 As long as invoices cannot be clearly assigned by us due to missing information, and no clarification or completion is provided by the Supplier, the agreed payment deadlines shall be suspended.

3. Delivery Period, Delay, Penalty

- 3.1 The delivery must arrive at the specified receiving point on the agreed delivery date. If the Supplier realizes that it cannot meet the agreed delivery dates, it must notify us immediately.
- 3.2 If the delivery does not arrive at the specified receiving point on the agreed delivery date and the Supplier is in default, we are entitled to claim damages for delay and, after expiry of a reasonable grace period set by us, damages or reimbursement of expenses in lieu of performance, and to withdraw from the contract.
- 3.3 The Supplier undertakes to pay a contractual penalty if it fails to fulfill its delivery obligation at the agreed time. The contractual penalty amounts to 1% of the gross price of the delayed delivery for each commenced working day of delay, but no more than 5% in total. The assertion of this penalty is without prejudice to claims for further damages; the contractual penalty will be credited against such claims.

4. Prices, Transfer of Risk

- 4.1 All prices are exclusive of statutory VAT and delivered free to the specified place of receipt, i.e. including packaging and all expenses.
- 4.2 Delivery shall be at the Supplier's risk and expense. This also applies to necessary expedited transport to meet agreed delivery dates.

5. Force Majeure

- 5.1 Events of force majeure, i.e. events not attributable to either party, unforeseeable, and unavoidable even with reasonable care, relieve the affected party from performance obligations for the duration and to the extent of their effect. Force majeure includes, in particular, natural disasters, war, civil unrest, official measures, embargoes, energy or raw material shortages, lawful labor disputes, as well as epidemics or pandemics.
- 5.2 The affected party shall inform the other party in an appropriate manner.
- 5.3 If the hindrance caused by force majeure lasts longer than 90 calendar days and resumption of proper performance is not foreseeable, either party may withdraw from the contract in whole or in part.

6. Subsequent changes

6. The delivery must have the agreed properties and correspond to the samples approved by us. Changes are only permitted with our prior written consent.

7. Payment

- Payment is due 30 days after receipt of delivery and invoice with a 3% discount, or within 60 days net. For determining the payment period in the case of early delivery, the agreed delivery date applies. The discount period shall be deemed complied with if payment is made no later than Thursday of the fourth week following the commencement of the period.

8. Non-Assignability

8. The Supplier may only assign rights under the contractual relationship to third parties with our prior consent. The Supplier shall notify us immediately if assignment of a claim against us becomes necessary due to extended ownership rights of any sub-suppliers. Section 354a HGB remains unaffected.

9. Claims for Defects

- 9.1 We have a period of 20 working days from delivery to inspect the delivered goods and 10 working days from discovery to report defects.
- 9.2 Payments may not be regarded as an acceptance that the delivered goods are free of defects.
- 9.3 Statutory claims for defects and limitation periods apply.
- 9.4 Any costs incurred by us due to special inspection and sorting of defective goods shall be borne by the Supplier. If a defect is discovered only during processing or use, the Supplier must also bear costs already incurred.
- 9.5 Misdelivery is also considered a defect.
- 9.6 In case of justified complaints, GBS ES shall generally charge the Supplier a lump-sum administrative fee of €150 per complaint, regardless of whether it concerns a quality issue or complaints regarding over-/under-delivery, late or early delivery, or defective packaging. Additional claims for damages remain unaffected. The Supplier may provide evidence of a lower damage.

10. Code of Conduct, Environmental Regulations, Compliance

- 10.1 The Supplier undertakes to comply with all applicable laws of the EU, the Federal Republic of Germany, and other relevant production and delivery countries in performing deliveries and services. This includes, but is not limited to:
- Labor, social, and occupational health and safety laws
 - Environmental regulations
 - Competition and antitrust laws
 - Export control and sanctions regulations

The Supplier shall ensure, to a reasonable extent, that its sub-suppliers comply with these obligations.

- 10.2 The supplier guarantees that all products delivered to us comply with applicable European and national chemical and product safety requirements. This includes, but is not limited to:

- REACH-Regulation (Regulation (EC) No. 1907/2006)
- RoHS-Directive ((EU) 2011/65; (EU) 2015/863)
- POP-Regulation (Regulation (EU) 2019/1021)
- Relevant PFAS restrictions
- Current SVHC candidate lists
- Packaging Regulation (Regulation (EU) 2025/40)

The Supplier shall promptly provide suitable, verifiable evidence (e.g., declarations of conformity, material declarations, test reports) upon request.

- 10.3 The Supplier undertakes to respect internationally recognized human rights, refrain from using child or forced labor, and prevent such practices in its supply chain. Employees have the right to join or form trade unions. The Supplier must implement appropriate due diligence processes to identify and minimize human rights and environmental risks in its supply chain.
- 10.4 The Supplier shall not participate directly or indirectly in price-fixing, cartels, corruption, or other unlawful practices restricting competition.

- 10.5 The Supplier shall comply with EU Regulation 2017/821 ("Conflict Minerals Regulation") regarding tin, tantalum, tungsten, gold, and other conflict minerals, ensuring that such minerals do not originate from conflict or high-risk areas unless properly verified and documented. Any use of conflict minerals must be reported immediately, and due diligence documentation provided within four weeks using standard reporting templates (e.g., CMRT, EMRT, AMRT).

If statutory reporting obligations under foreign law (e.g., Dodd-Frank Act) apply, the Supplier shall fulfill the corresponding due diligence and cooperation obligations.

11. Product Liability

11. If GBS ES is held liable for product liability or for violation of official safety regulations under domestic law, the Supplier shall indemnify us upon request to the extent that the goods supplied by the Supplier caused the damage. If GBS ES compensates third parties, the Supplier shall reimburse our expenses to the extent indemnification could have been requested. For non-avoidable liability under foreign law, the Supplier shall compensate us to the same extent as it would be directly liable to third parties.

12. Returns

12. GBS ES is entitled to return defective, non-compliant (10.2/10.5), or unordered goods at the Supplier's expense and risk, charging the Supplier for any costs incurred.

13. Trade Secrets, Customer Information, Data Protection

13. DIN ISO 27001 certification or TISAX® assessment of the Supplier is generally desirable. Drawings, specifications, print masters, models, profiles, tools, molds, and similar items provided to the Supplier remain our property or the customer's property and must be kept confidential. Breach of confidentiality obliges the Supplier to compensate GBS ES for any damages. Further details are governed by a separate NDA if concluded. Breach may also entitle GBS ES to withdraw from the contract in whole or in part.

14. Industrial Property Rights

- 14.1 The Supplier guarantees that its delivery does not infringe third-party rights in Germany or abroad and shall indemnify us against any claims. Statutory defect claims remain unaffected.
- 14.2 If third-party rights are used under limited territorial licenses arranged by the Supplier, the Supplier shall ensure usage is permitted in all countries where such rights exist.
- 14.3 If the Supplier holds rights covering the use of supplied products for a specific application, it grants us a free right of use in connection with the delivered goods.

15. Molds, Tools, Fixtures

- 15.1 Molds, tools, fixtures, and other production aids created fully or partially at our expense or provided by us are our property or co-property. They must be stored separately, labeled as our property, and treated with care.
- 15.2 Such items may only be used to fulfill our orders. Use for third parties or the Supplier's own purposes requires our prior written consent.
- 15.3 Upon termination of the contractual relationship or in case of justified reasons, especially impending or actual supply disruptions, we may demand their return. The Supplier's right of retention is excluded unless based on undisputed or legally established claims.

16. Spare Parts

16. The Supplier shall make spare parts available for the usual service life of delivered goods, at least 8 years after the last delivery, and fulfill orders during this period.

17. Supplied Materials

17. The Supplier must store all goods provided by GBS ES separately and mark them as our property. All goods provided by GBS ES may only be used to manufacture the goods ordered by us, whereby we are the manufacturer and therefore the owner of the goods. If several such manufacturer clauses coincide, we are co-manufacturers and therefore co-owners of the goods in accordance with the value of our goods provided in relation to the total value of the processed goods of all co-manufacturers. Surplus materials provided by the Customer must be returned by the Supplier without request or can be collected by us at any time. Furthermore, the Supplier may only call off goods provided to third parties on our account to its own address or to the address specified by us. Goods provided then become our property immediately upon handover to the supplier. Until delivery or processing or treatment, the goods provided by GBS ES shall be stored by the Supplier for us free of charge.

18. Severability Clause

18. If individual provisions are invalid or unenforceable, the remaining provisions remain effective. The invalid provision shall be replaced by a valid provision closest to its economic purpose. The same applies to contractual gaps.

19. Deterioration of Financial Condition, Right to Withdraw

- 19.1 If circumstances arise after contract conclusion indicating a significant deterioration of the Supplier's financial position or performance capability, jeopardizing proper fulfillment, we may request adequate security within a reasonable period.
- 19.2 If the Supplier does not provide security within the period or fulfillment is seriously endangered, we may withdraw from the contract in whole or in part.

20. Place of Performance, Jurisdiction, Applicable Law

- 20.1 The place of performance is the receiving point specified by us.
- 20.2 Exclusive jurisdiction is the location of our office that concluded the contract.
- 20.3 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).