General Terms and Conditions of Purchase

of CGT Carbon GmbH, Asbach

Version: 01 November 2026

This English version is provided for convenience only. In case of any discrepancy, the German version shall prevail.

§ 1 Scope of Application

1. These General Terms and Conditions of Purchase ("GTCP") apply to all contracts concluded by CGT Carbon GmbH (hereinafter "CGT" or "Purchaser") with its suppliers (hereinafter "Supplier" or "Contractor") for the delivery of goods or the provision of services. The GTCP apply only to entrepreneurs (Section 14 German Civil Code (BGB)), legal entities under public law and special funds under public law.
2. These GTCP apply exclusively. Conflicting, deviating or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall also apply if we accept the Supplier's deliveries or services or make payments without reservation in knowledge of the Supplier's terms and conditions.
3. These GTCP shall apply in their respective version as a framework agreement also to future contracts of the same kind with the same Supplier, without us having to refer to them again in each individual case.
4. Individual agreements with the Supplier (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.

§ 2 Conclusion of Contract and Offers

1. The Supplier's offers are binding and free of charge for us. Orders and delivery call-offs as well as any amendments and supplements thereto must be made in writing (including text form such as e-mail or fax).
2. The Supplier shall confirm our order in writing within five working days or execute it, in particular by dispatching the goods. If the Supplier does not expressly reject the order within this period, the contract shall be deemed concluded on the terms stated in the order.
3. Obvious errors (e.g. typing and calculation errors) and omissions in the order, including the order documents, shall not be binding on us. The Supplier shall notify us of such errors prior to acceptance so that they can be corrected or completed.

§ 3 Prices and Terms of Payment

1. The price stated in the order is binding. It is a fixed price including packaging and delivery DDP (Incoterms® 2020) to the delivery address specified by us, plus statutory value added tax. Subsequent price changes – for whatever reason – are excluded unless expressly agreed in writing.
2. Unless otherwise agreed, we shall pay the purchase price, at our discretion, within 14 days of complete and proper delivery and receipt of the invoice with a 3 % discount, or within 30 days net. The payment period shall commence as soon as the delivery or service has been rendered in full and a proper, verifiable invoice has been received by us.
3. Invoices shall preferably be submitted electronically (in XRechnung or ZUGFeRD format) to the e-mail address or central invoice portal specified by us. Each invoice must state our purchase order number, the delivery note number and the relevant item. Invoices that have not been properly issued or submitted shall only be deemed received by us at the time of correct submission.
4. We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold payments due as long as we still have claims against the Supplier arising from incomplete or defective performance. Payments do not constitute acknowledgement that the delivery or service is in conformity with the contract. The Supplier may only set off undisputed or legally established claims; the Supplier shall only have a right of retention in respect of counterclaims arising from the same contractual relationship.
5. Without our prior written consent, the Supplier is not entitled to assign its claims against us or to have them collected by third parties. This does not apply to monetary claims within the meaning of Section 354a German Commercial Code (HGB).

§ 4 Delivery Time, Delay in Delivery and Contractual Penalty

1. The delivery time stated in the order (delivery date or delivery period) is binding. If no delivery time has been agreed, it shall be 4 weeks from conclusion of the contract. Decisive for compliance with the delivery date is the receipt of the goods at the agreed place of performance, including all required documents.
2. The Supplier shall inform us in writing without undue delay of (a) any deviations from the agreed performance, (b) any better or more economical alternatives known to it, (c) any impending delays in delivery and (d) any other circumstances that may jeopardise the proper performance of the contract. Such notification shall not release the Supplier from the consequences of a delay in delivery.

3. If the Supplier is in default of delivery, we shall be entitled to the statutory rights without restriction. In particular, we shall be entitled, after the fruitless expiry of a reasonable grace period, to claim damages in lieu of performance and to withdraw from the contract.
4. In the event of a delay in delivery, we may – without prejudice to further claims – demand a contractual penalty of 1 % of the net order value of the delayed delivery for each completed calendar week, but in total not more than 5 % of the net order value. The contractual penalty shall be credited against any further damages caused by default. The Supplier remains entitled to prove that we have suffered no damage or substantially less damage. The unreserved acceptance of the delayed delivery or service shall not constitute a waiver of claims for damages or of the contractual penalty; we may reserve our right to the contractual penalty until the final payment.
5. Partial deliveries require our prior written consent. We may reject early deliveries or excess quantities at the Supplier's cost and risk or store them at the Supplier's cost until the agreed delivery date.

§ 5 Delivery, Packaging and Passing of Risk

1. Unless expressly agreed otherwise, delivery shall be made DDP (Delivered Duty Paid, Incoterms® 2020) to the delivery address specified by us. The Supplier shall bear the transport costs, the transport risk as well as all customs duties, charges and other costs. The Supplier bears the procurement risk for its performance unless expressly agreed otherwise in the individual case.
2. Each delivery must be accompanied by a delivery note stating our complete purchase order number, material number, quantity and net weight. If this information is missing, any resulting delays shall be at the Supplier's expense.
3. The risk of accidental loss and accidental deterioration of the goods shall only pass to us upon handover at the agreed place of performance and after proper unloading. If acceptance has been agreed, such acceptance shall be decisive for the passing of risk.
4. The Supplier shall ensure environmentally friendly, recyclable and transport-safe packaging. Packaging shall be labelled in accordance with the applicable statutory provisions (in particular the German Packaging Act – VerpackG). The Supplier undertakes to take back transport packaging at its own expense and free of charge for us and to ensure its proper disposal or reuse.

§ 6 Quality, Inspection and Documentation

1. The Supplier shall continuously monitor and document the quality of the delivery items in accordance with the recognised state of science and technology. The Supplier must maintain a quality management system in accordance with ISO 9001 or a comparable standard and provide us with corresponding evidence upon request.
2. Where required, the Supplier shall provide factory test certificates, material certificates (e.g. EN 10204 2.1, 2.2 or 3.1) and other quality-related documentation with each delivery without being requested to do so.
3. After prior notice, we are entitled to visit the Supplier's production facilities during normal business hours and to carry out audits to review quality assurance. We shall bear the costs of our inspection ourselves.
4. Changes to the specification of the delivery items, the manufacturing processes, the materials used or the production sites require our prior written consent.
5. In the case of machines, plants and technical equipment, the Supplier undertakes to keep spare and wear parts available at reasonable market prices for a period of at least ten years from delivery. If the Supplier intends to discontinue the production or sale of the delivery items or of essential spare parts, it shall notify us in writing at least twelve months in advance and grant us the opportunity to place a final order (last-call right) on reasonable terms.

§ 7 Notice of Defects and Warranty

1. Our rights in the event of material defects and defects of title shall be governed by the statutory provisions, unless otherwise stipulated below.
2. Our duty of inspection is limited to defects that become apparent during our incoming goods inspection by external examination, including the delivery documents (e.g. transport damage, incorrect and short deliveries). In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Notices of defects shall be deemed timely if they are received by the Supplier within ten working days of receipt of the goods or, in the case of hidden defects, of their discovery.
3. The limitation period for claims for defects shall be 36 months from the passing of risk, unless a longer period is prescribed by law. For repaired or replacement parts, the limitation period shall start anew upon repair or replacement delivery.
4. In the event of defects, we shall be entitled to choose between repair and replacement delivery. If subsequent performance is not effected within a reasonable period set by us, we may remedy the defect ourselves or have it remedied and demand reimbursement of the necessary expenses or a corresponding

advance payment from the Supplier. In urgent cases (e.g. risk to operational safety or to avert major damage), we may carry out subsequent performance ourselves or have it carried out by third parties without setting a prior deadline.

5. All expenses arising from the defective delivery (in particular transport, travel, labour and material costs as well as the costs of removal and installation) shall be borne by the Supplier. This also applies if the defect is only discovered after installation.
6. Our statutory recourse claims within the supply chain (supplier recourse pursuant to Sections 445a, 445b and 478 BGB) shall be available to us without restriction in addition to our claims for defects. In particular, we are entitled to demand from the Supplier exactly the type of subsequent performance that we owe to our customer in the individual case. Before we acknowledge or satisfy a claim for defects asserted by our customer, we shall notify the Supplier, briefly describe the facts and request a written statement. If no substantiated statement is provided within a reasonable period, the claim for defects actually granted by us shall be deemed owed to our customer; in this case, the Supplier shall bear the burden of proving the contrary. These claims shall also exist if the defective goods were processed by us or another entrepreneur prior to resale.

§ 8 Product Liability and Indemnification

1. The Supplier shall indemnify us on first demand against claims of third parties under domestic and foreign product liability law to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties. This applies in particular to design, manufacturing, instruction and monitoring defects.
2. Within the scope of its liability, the Supplier shall also reimburse us for expenses pursuant to Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising from or in connection with a recall campaign carried out by us. We shall inform the Supplier of the content and scope of the recall campaign, as far as possible and reasonable, and give it the opportunity to comment.
3. The Supplier undertakes to maintain product liability insurance with a minimum coverage of EUR 5,000,000 per occurrence for personal injury and property damage (combined single limit) and to provide us with corresponding evidence upon request. Different coverage amounts may be agreed in writing in individual cases. Further claims against the Supplier shall remain unaffected.

§ 9 Third-Party Property Rights

1. The Supplier warrants that no third-party property rights (in particular patents, utility models, trademarks, copyrights) are infringed in connection with its delivery.
2. The Supplier shall indemnify us and our customers on first demand against all claims arising from the infringement of such property rights. This also includes the expenses and costs necessary for legal defence.
3. The obligation to indemnify shall not apply if the Supplier has manufactured the delivered goods in accordance with drawings, models or other descriptions provided by us and does not know or need not know that property rights are thereby infringed.

§ 10 Ownership, Materials Provided and Rights of Use

1. Materials, parts, containers, tools, moulds, models, drawings, standard parts and other documents provided by us shall remain our property. The Supplier shall store, manage and insure them as identifiable property of ours in such a way that the current value is replaced by the insurance in the event of loss or damage.
2. Processing, mixing or combining of materials provided by us shall be carried out by the Supplier on our behalf. We shall directly acquire ownership or, if processing involves materials of several owners, co-ownership of the new item in the ratio of the value of our provided item to the other processed items at the time of processing.
3. Ownership of the goods shall be transferred to us unconditionally and irrespective of payment of the price. If, in an individual case, we accept an offer of the Supplier for transfer of ownership conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. Even prior to payment of the purchase price, we remain authorised to resell and process the goods in the ordinary course of business. All other forms of retention of title are excluded, in particular extended, forwarded and processing-extended retention of title as well as current account retention of title.
4. Insofar as the Supplier creates copyright-protected works or other work results (e.g. drawings, designs, calculations, software, drafts) specifically for us, it grants us the exclusive, unrestricted, transferable and sublicensable right of use, unlimited in time and territory, to these work results. The remuneration for these rights of use is fully covered by the agreed price. The Supplier may neither exploit these work results itself nor make them available to third parties without our prior written consent. For standard products and

standard software, the Supplier grants us a non-exclusive right of use, unlimited in time, to the extent required for the purpose of the contract.

§ 11 Confidentiality

1. The Supplier undertakes to treat as confidential, without time limit, all technical, commercial and other information that becomes known to it in the course of the business relationship and that is designated as confidential or is recognisably confidential under the circumstances, and to use such information exclusively for the performance of the contract.
2. Without our prior written consent, the Supplier may neither advertise its business relationship with us nor inform third parties that it supplies us.
3. The confidentiality obligation shall continue after termination of the business relationship until the information has become generally known. The Supplier shall return to us or verifiably delete all drawings, models, samples or other documents provided by us after performance of the contract.

§ 12 Compliance, Sustainability and Supply Chain Due Diligence

1. The Supplier undertakes to comply with all applicable laws and regulations, in particular the provisions on the protection of human rights, the prohibition of child and forced labour, occupational safety and the environment, and anti-corruption.
2. The Supplier shall support us in fulfilling our own due diligence obligations, in particular under the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, "LkSG") and comparable domestic and foreign regulations. Upon request, the Supplier shall provide us with corresponding evidence, certificates and self-disclosures without undue delay.
3. The Supplier warrants that the goods delivered by it are free of conflict minerals within the meaning of the US Dodd-Frank Act (Section 1502) and the EU Conflict Minerals Regulation (Regulation (EU) 2017/821). Upon request, the Supplier shall without undue delay provide corresponding evidence and due diligence reports on the origin of the minerals (in particular tin, tantalum, tungsten and gold – 3TG).
4. The Supplier warrants compliance with Regulation (EC) No 1907/2006 (REACH) and Regulation (EC) No 1272/2008 (CLP). It shall inform us without being requested of any substances of very high concern (SVHC) contained according to the REACH Candidate List as well as of any PFAS, F-gases, ozone-depleting substances, persistent organic pollutants (POPs) and mercury contained. Safety data sheets in German must be provided with each delivery.
5. The Supplier warrants that neither it nor any third parties engaged by it are listed on any EU, UN or US sanctions list. It shall inform us without undue delay of any change in these circumstances.
6. If the Supplier commits a serious breach of the above obligations or fails to remedy a breach within a reasonable period set by us, we shall be entitled, without prejudice to further rights, to terminate the business relationship in whole or in part with immediate effect and to withdraw from the contract.

§ 13 Data Protection

1. The parties shall comply with the applicable data protection provisions, in particular the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
2. Insofar as the Supplier processes personal data on our behalf in the course of performing the contract, the parties shall conclude a separate data processing agreement pursuant to Art. 28 GDPR.
3. In the case of data transfers to third countries outside the EU/EEA, the Supplier shall ensure appropriate safeguards within the meaning of Art. 44 et seq. GDPR, in particular by concluding the EU Standard Contractual Clauses.

§ 14 Force Majeure

1. Force majeure – in particular war, terrorism, natural disasters, pandemics, governmental measures – shall release the parties from their obligations to perform for the duration of the disruption and to the extent of its effect. Operational disruptions, shortages of raw materials or energy and labour disputes within the sphere of the Supplier or its sub-suppliers do not constitute force majeure.
2. The affected party shall notify the other party without undue delay and adjust its obligations to the changed circumstances in good faith. If the disruption lasts longer than two months, we shall be entitled to withdraw from the contract in whole or in part with regard to the part not yet performed.

§ 15 Assignment and Subcontractors

1. The assignment of rights and obligations under the contract by the Supplier to third parties requires our prior written consent.

2. The subcontracting of the order to third parties is not permitted without our prior written consent. The Supplier shall be liable for its subcontractors as for its own conduct.

§ 16 Final Provisions

1. The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of German private international law.
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the court having jurisdiction for our registered office in Asbach, Germany. However, we are also entitled to bring legal action against the Supplier at its general place of jurisdiction.
3. The place of performance for all deliveries and services of the Supplier shall be the delivery address specified by us; for payments, it shall be our registered office.
4. Should individual provisions of these GTCP be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.
5. These GTCP were originally drafted in German. This English version is provided for the convenience of foreign Suppliers as a non-binding service. In the event of any discrepancy or dispute regarding interpretation, the German version shall prevail.