

Terms and Conditions of Purchase of INDEX-Werke GmbH & Co. KG Hahn & Tessky (Version dated: 01/2026)

I. Validity/Exclusion of Supplier's Terms/Written Form

1. The following Terms and Conditions apply to all contracts concluded between INDEX-Werke GmbH & Co. KG and the Supplier. They also apply to all future business relationships even if these Terms and Conditions are not expressly agreed again. Terms and conditions of the Supplier that deviate from, are contrary to, or that are in addition to these Terms and Conditions shall only become an integral part of the contract to the extent that we have expressly agreed in writing that they apply. Acceptance of deliveries without reservation shall not amount to consent.
2. References to the applicability of statutory provisions are only for the purpose of clarification. Therefore, the statutory provisions also apply without such clarification insofar as they are not directly modified or expressly excluded in these Terms and Conditions of Purchase.
3. The written form stipulated in these Terms and Conditions is also satisfied by text form (Section 126b of the German Civil Code (BGB)).

II. Contract Formation

1. Our orders, supplements and modifications to an order made verbally or by telephone require our written confirmation.
2. Unless stated otherwise in our orders, we remain bound by our order two weeks from the date of the order. This does not affect our right to cancel the order up until the Supplier's written acceptance is received and confirms content identical to our order. When the notice of acceptance is received shall determine whether the order has been accepted on time.
3. Amendments and supplements to a contract require our written confirmation.
4. We may withdraw from a contract in whole or in part if we no longer require the goods or no longer require them in the quantity agreed, as a result of labor disputes, operational disruptions or other unforeseeable circumstances.

III. Goods/Quality Requirements

1. The content, type and quantity of the goods are defined by our written order and the specifications and production documents (drawings, samples, etc.). The Supplier's obligation to check all order and other contractual documents to ensure they are complete, correct and suitable for the intended purpose and to advise us promptly of discrepancies and errors in writing, as well as the Supplier's responsibility for executing the order, remain unaffected hereby.
2. The goods must be accompanied by complete documentation (e.g., supplier's declaration for preferential origin, operating and maintenance instructions, safety regulations, safety data sheet, technical documentation for CE marking) in German and, at our option, in German,

English, French, and/or Spanish. The Supplier must promptly inform us of any change to originating status.

3. If goods are produced according to our specifications, acceptance is required. The goods shall be accepted as soon as functional testing has demonstrated that the goods are free of defects or, at most, exhibit immaterial defects. A record of acceptance shall be prepared, which must be signed by both parties.
4. If the Supplier performs services on our premises, the Supplier shall comply with our relevant regulations (e.g., house rules, safety provisions), which we shall make available on request. Material may only be stored after obtaining our agreement in advance; workspaces must be maintained in a condition that is safe against accidents at all times and must be left clear and clean at the end of each working day.
5. If the goods consist in whole or in part of software, the Supplier shall grant us a nonexclusive, transferable and irrevocable right of use in the software, with no limit in terms of time or territory. We shall be entitled to copy the software insofar as required to utilize the software in accordance with the contract. The Supplier shall deliver printable documentation in German. We may request that the Supplier conclude a customary maintenance contract and deposit the source code (e.g., with TÜV Süd) at our expense.
6. The Supplier must identify its upstream suppliers, on request. We may reject an upstream supplier for cause; if this results in postponements or changes to costs, we shall coordinate with the Supplier.
7. For a period of at least ten years after delivery, the Supplier shall supply us with replacement and detachable parts at prices customary on the market for the goods supplied to us. If the Supplier intends to discontinue the production of such replacement and detachable parts, the Supplier shall inform us—irrespective of the obligation pursuant to sentence 1—at least three months before production is discontinued.
8. The Supplier is not authorized to have the Supplier's performance rendered by a third party (e.g., a subcontractor) without our prior written consent. The Supplier shall bear the procurement risk for its services, except for custom-made goods.
9. The goods must be manufactured using material and tools that are best suited and are in perfect condition, and must comply with our technical specifications as specified, the intended use as specified, as well as the applicable ISO standards, EU and German standards, statutory provisions (in particular the German Product Safety Act (ProdSG)), industry association guidelines, and similar requirements, and must be state-of-the-art. This shall also be the standard of quality for the goods without express agreement.
10. Acceptance of packaged goods does not constitute acceptance of the goods as contractual performance. In any case, we reserve the right to inspect the goods after delivery.
11. We shall be entitled, to the extent reasonable, to request modifications to the goods in terms of design and manufacture with a corresponding change in the prices and delivery times.

The Supplier must continually assess and improve the quality of the goods. On the Supplier's request, we are prepared to

discuss the nature and scope of the testing, means of testing and methods, and agree on them in written form, taking into account knowledge, experience and the state of the art. Samples must be submitted to us for acceptance prior to series deliveries. The obligation to assess the quality also includes the Items Provided by Us pursuant to clause VIII.3, while they are in the Supplier's possession. If the Supplier is only a reseller for the goods, the Supplier must inspect the goods for defects prior to handing them over to us.

12. The Supplier must inform us of changes to its production flows, production location, the material used, and upstream suppliers, unless any influence on the quality or condition of the items delivered for the intended purpose is clearly excluded.
13. The goods must not infringe the rights of third parties in Germany or abroad (in particular, trademark, patent and other industrial property rights).

IV. Delivery Time

1. The delivery time stated by us in the order is binding. Time periods shall commence from the date of our written order.
2. Partial deliveries by the Supplier are only permissible after obtaining our prior written consent.
3. The Supplier must promptly inform us in writing if the Supplier foresees that it cannot comply with agreed delivery times. If the Supplier is in default, we shall be entitled to the statutory claims and rights. Any default in delivery shall also entitle us to claim a contractual penalty of 0.5% of the net price of the entire order for each complete week by which the delivery time is exceeded, up to a maximum of 5% of the net price of the entire order. This shall apply accordingly to any default with respect to partial deliveries. Claims for damages remain unaffected hereby. A contractual penalty that has been paid shall be credited to any claim for damages. If we accept the delayed performance, we must claim the contractual penalty no later than on the final payment.

V. Shipping/Acceptance

1. Shipping is at the Supplier's risk and on DAP terms within Germany to the location stated in the order. This also applies to any returns. The Supplier shall be liable for complying with the specified shipping instructions.
2. As far as possible, the Supplier should use environmentally friendly packaging. On request, the Supplier shall take back the packaging from the agreed collection point for us free of charge.
3. The risk shall pass to us on handover of the goods to us or at the agreed collection point. For machinery and technical installations, as well as for agreed functional testing/acceptance, the risk shall only transfer to us after our written confirmation that functional testing/acceptance has been completed without defect.
4. The Supplier must attach a delivery note to every delivery, stating our order number, article numbers, the quantity, the delivery location and the description of the goods, to the extent specified in our order. Otherwise, we shall be entitled to refuse to accept the delivery without claims thereby arising for the Supplier. The resulting costs shall be borne by the Supplier.

5. The statutory provisions shall apply to any delay by us in accepting the goods. The Supplier must also expressly offer us its services, even if a defined or definable calendar date is agreed for any action or cooperation by us (e.g., providing materials). If we are in default of acceptance, the Supplier may claim compensation for its extra expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns a non-fungible item to be manufactured by the Supplier (custom-made goods), the Supplier shall have further rights only if we have undertaken to cooperate and are responsible for the failure to cooperate.

VI. Prices/Invoicing/Payment

1. The price stated in the order is binding and is a fixed price, DDP/free to premises, in addition to statutory value added tax, including all ancillary services and expenses (e.g., assembly, incorporation, packaging, transportation, transportation insurance).
2. If material changes in the market situation occur for us or if a significant reduction in the market prices of our products is observed, the Supplier must negotiate with us on an adjustment of the prices. If the negotiations fail, we may terminate existing contracts (in particular, framework agreements) with a notice period that should adequately take account of the interests of both parties. In this case, the Supplier may only charge us for the costs actually incurred for material that cannot be used for any other purpose. We shall also have a corresponding right to terminate a contract if the Supplier's prices exceed the market level or are at least 3% above the prices of a comparable competitor and the Supplier cannot offer us more competitive prices within one month of our written request for such prices.
3. A single copy of invoices must be handed over to us with the goods, as per statutory provisions, with packaging number, the number of packages and the quantity for the delivery. For each item of the invoice, our item number and the order number, if provided included in our order, must be stated. If the invoice relates to goods from various orders, the order that is being executed by way of the delivery must be stated.
4. We shall pay within 14 days of receiving or accepting performance in accordance with the contract and receiving a properly issued invoice, with a 3% cash discount; otherwise, strictly net within 30 days. In any event, we shall not be in default of payment until we have received a written warning.
5. The Supplier must not assign to third parties, in whole or in part, any rights or claims it has against us without our prior written consent (however, Section 354a of the German Commercial Code (HGB) remains unaffected hereby).

VII. Inspection/Defective Goods

1. Unless otherwise provided for below, the statutory provisions apply to our rights in the event of material defects and defects of title in the goods (including incorrect and short delivery, defective assembly, and defective documentation) and to other breaches of the Supplier's obligations.
2. On receipt, we shall inspect the delivered goods on a random basis as part of our normal business operations, including checks to verify the identity of the goods, approximate quantity checks, and inspections for visible transport damage, and shall thereby fulfill our commercial duty to

inspect the goods. We shall notify the Supplier of any defects identified during this process within 15 working days. If further inspections are required due to defects discovered in the course of these random sample inspections, the Supplier must reimburse us for the resulting expenses.

3. If significant loss or damage is imminent for us or our customer from delay in remedying a defect, we shall be entitled – including without prior request to the Supplier – to remedy the defect ourselves or have a third party remedy the defect at the Supplier's expense. We shall notify the Supplier of this as soon as possible.
4. The costs of subsequent performance also include the costs of identifying the defect and sorting at our facilities and at our customers.
5. The Supplier shall bear its expenses for assessing a reported defect and for supplementary performance, even if there was no defect; otherwise, we shall only be liable for compensatory damages in the case of unjustified requests for defects to be remedied if we recognized or were grossly negligent in not recognizing that there was no defect.
6. The limitation period for our claims for any material defect is 2 years, and, for any defect of title, is 4 years from the date of delivery or acceptance. Longer limitation periods based on other claims that are not based on a defect in the goods remain unaffected. Longer statutory limitation periods (e.g., for construction defects or claims for surrender) also remain unaffected.
7. Defective parts of the goods shall remain at our disposal until they are replaced; they shall become the property of the Supplier on being replaced.

VIII. Security Interests/Items Provided by Us/Title

1. The Supplier shall release the security interests we have granted to the Supplier to the extent that their value exceeds the claim to be secured by more than 10%.
2. We reserve title and copyright in images, plans, drawings, calculations, production instructions, product descriptions and other documentation. Such documents must be used exclusively for the purpose of contract performance and must be returned to us on completion of the contract. The documents must not be disclosed to third parties, including after the end of the contract. The obligation to maintain confidentiality shall only expire when and insofar as the knowledge contained in the documents transferred to the Supplier has become public.
3. Tools, devices, models, and other materials that we make available to the Supplier or that are otherwise provided by us or directly delivered on our behalf to the Supplier (collectively, the "Items Provided by Us") shall remain our property. Such Items Provided by Us must not be sold, assigned by way of security, pledged, provided to others, used for third parties or made accessible to third parties. The Items Provided by Us must be insured by the Supplier against all customary risks at the Supplier's expense and must be stored as our property and separately from the same or similar items owned by third parties or the Supplier. The Supplier may only use such Items Provided by Us to produce our order and must promptly return the

Items Provided by Us to us on request. The Supplier shall also impose these obligations on its agents.

4. The Supplier must immediately inform us of any imminent attachment of the Items Provided by Us and of every other impairment of our rights, and must also inform us of any loss or damage to the Items Provided by Us. The Supplier must segregate the Items Provided by Us.
5. The Supplier shall undertake the processing, mixing or combining of Items Provided by Us on our behalf. If, on processing, mixing or combining with third-party goods, the third party's title remains, we shall acquire co-ownership of the new item in proportion to the value of the Items Provided by Us relative to the other items.
6. If there are improvements made to the Items Provided by Us by the Supplier in connection with carrying out the order, we shall also have a nonexclusive right of use for our own exploitation, free of charge, in such improvements and any industrial property rights therein.
7. The Supplier may only duplicate the models, samples and other documents we provide or that are prepared by the Supplier according to our specifications to the extent required for processing the offer/performing the delivery. Where, in this case, the Supplier provides such documents to an upstream supplier, the Supplier must impose a corresponding obligation on the upstream supplier in writing prior to providing the documents and must submit this to us on request.
8. Items manufactured according to our specifications must not be offered/supplied to third parties without our consent; this obligation shall also continue after the end of the business relationship. If there are improvements at the Supplier based on our production documents, we shall also have a nonexclusive right of use for our own exploitation, free of charge, including after such improvements and any industrial property rights therein.
9. We reject all forms of expanded or extended retention of title, so that any agreed retention of title only applies until payment is made for the goods delivered to us and only for those goods delivered.

IX. Confidentiality

1. The Supplier must treat as trade secrets all the commercial and technical details of which the Supplier becomes aware from the business relationship with us, as long as the information is not already public. Agents (including employees) of the Supplier must be placed under obligation accordingly in writing; such obligations imposed on agents must be submitted to us on request. Statutory obligations of confidentiality, in particular under the German Trade Secrets Protection Act (GeschGehG), remain unaffected.
2. Where not already prohibited by copyright law or other applicable laws, the Supplier is not permitted to obtain any trade secret by observing, examining, disassembling, or testing products or items that we have provided to the Supplier.
3. The Supplier is entitled only with our prior written consent to make reference to an existing business relationship with us for advertising purposes.

4. Our prior written consent is required for the Supplier to make public the products produced on our behalf and according to our specifications for the Supplier's own advertising purposes.

X. Product Liability

1. If the Supplier is responsible for a product defect, the Supplier must indemnify us against third-party claims, insofar as the cause falls under the control and organization of the Supplier and the Supplier is itself liable to third parties.
2. In this context, the Supplier must also reimburse us for any expenses pursuant to Sections 683 and 670 BGB that arise from or in connection with any measure taken by us or our customer to avert danger (e.g., a recall), provided that we or our customer were under obligation to do so or that such measure was reasonable. Insofar as possible and reasonable, we shall notify the Supplier of the substance and scope of the measure, and shall provide the Supplier with an opportunity to comment.
3. Irrespective of culpability, if a claim is asserted against us by a third party in Germany or abroad for a product defect for which the Supplier is responsible, the Supplier shall be liable to us accordingly. The same rules governing the burden of proof shall apply to the relationship between us and the Supplier as to the relationship between us and the third party.
4. The Supplier must maintain product liability insurance with fixed cover of EUR 2.5 million per case of personal injury/property damage. The insurance certificates must be submitted to us on request. Our claims to compensation remain unaffected.

XI. Human Rights and Environmental Standards/Minimum Wage/Data Protection

1. We expect the Supplier to implement reasonable measures to prevent or minimize human rights and environmental risks within the meaning of Section 2(2) and Section 2(3) of the German Supply Chain Due Diligence Act (LkSG), or to stop the violation of such obligations, and reasonably to address our expectations along its supply chain as well. After timely advance notice, we shall be entitled to check or have checked by a third party, once a year or ad hoc, the compliance with the above requirements and, for that purpose, also to enter the Supplier's business and production premises, as well as to inspect the relevant business records. When doing so, we shall only deploy third parties that are bound by professional confidentiality or who are expressly under obligation to maintain confidentiality and shall take into consideration the Supplier's legitimate interests in confidentiality. We shall bear the costs of such checks, unless significant violations of the requirements are identified – in which case, the Supplier shall bear the costs of such checks.
2. In particular, the Supplier must comply with all EU regulations on safety and environmental protection and the provisions of minimum wage laws; the Supplier shall indemnify us in the event of claims asserted by third parties based on a violation of minimum wage laws by the Supplier or its upstream suppliers.

3. The Supplier shall implement reasonable measures to prevent criminal culpability for fraud, embezzlement, criminal acts against free competition, accepting or granting advantage, bribery, corruption and other corruption-based criminal offenses by the persons employed by the Supplier or by third parties.
4. The Supplier shall also ensure for upstream suppliers and sub-suppliers that the goods delivered to us are free of certain minerals (e.g., tantalum, tin, gold and tungsten) that are extracted in the conflict region of the Democratic Republic of Congo (DRC) or its neighboring states.
5. The Supplier must observe the relevant data protection provisions and shall place the persons deployed by the Supplier under obligation to act with integrity and to maintain confidentiality according to the EU's General Data Protection Regulation (GDPR).
6. In the event of a breach of an obligation under this section, we may end the business relationship with the Supplier. In advance of ending the relationship, we shall set a reasonable period for action to resolve the breach, provided that there are no special reasons that justify immediately ending the relationship, when weighing the interests of both parties.

XII. EU Data Act

1. If the Supplier supplies a connected product or provides a related service as defined by the EU Data Act (Regulation (EU) 2023/2854), the Supplier must provide us, no later than on performance, with the pre-contractual information that we are required to provide to our customers under the EU Data Act when sharing the connected product or the related service, in particular the information pursuant to Article 3(2) and (3) of the EU Data Act.
2. If the Supplier uses product data and/or service data, as defined by the EU Data Act, relating to a connected product or a related service that we have received from the Supplier and shared with our customer, the Supplier shall indemnify us against any claims asserted against us arising from the unauthorized use of such data. The Supplier shall also indemnify us if we are held liable because the Supplier has provided us with incomplete and/or inaccurate pre-contractual information. Our right to indemnification is subject to the statutory limitation period (Section 195 BGB).

XIII. Final Provisions

1. The place of performance is our registered office. The exclusive place of jurisdiction is the court with jurisdiction for our registered office; however, we are also entitled to assert claims at the Supplier's registered office.
2. These Terms and Conditions are governed by German law, including the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. If one or more provisions of these Terms and Conditions is or becomes invalid, this shall not affect the validity of the remaining provisions.