

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES
JAEGER UNITEK SEALING SOLUTIONS INC.
(Version 01/2024)

I. Scope of application

1. These General Terms and Conditions of Purchase of Goods and/or Services ("Terms and Conditions") are for use in business transactions with legal persons under private and public law (the "Seller") and apply to all contracts ("Contract") for the purchase of services ("Services") and/or movable goods ("Goods") – including future Contracts – regardless of whether the Seller manufactures the said Goods itself or purchases them from suppliers. General Sales Conditions of the Seller will only be considered part of the Contract if we have agreed to them expressly in writing.
2. Legal declarations and notifications from the Seller related to the Contract must be submitted in writing. Legal formal regulations and further certifications, in particular if there is doubt regarding the legitimation of the declaring party, remain unaffected.

II. Quotation, orders and confirmation

1. Quotations prepared by the Seller are free of charge and non-binding.
2. Orders and confirmations are only legally binding if they are made in writing. The Seller must inform us of any obvious errors (such as calculation errors or spelling and capitalization errors, etc.) or missing information in the order or order documents before acceptance, so that these may be corrected or completed, otherwise the Contract will be considered void. Oral agreements such as quotation and/or other commitments accepted or made by our employees are not legally binding. The Seller is required to confirm our order in writing within 14 calendar days or to execute our order without reservation by delivering the Goods or performing the Services, which shall constitute acceptance. We reserve the right to accept acknowledgements beyond 14 calendar days at our convenience.
3. Specifications and features contained in documents associated with a quotation and order confirmation, such as drawings, images, technical data, references to standards, and advertising statements are considered agreed terms, irrespective of whether such documents or information come from us, from the Seller, or from the manufacturer.
4. Deviations between the delivered Goods or performed Services and the corresponding quotations, order confirmations, samples, and preliminary deliveries are only permitted following our approval in writing.
5. If any conditions are agreed in an individual contract, that deviate from these Terms and Conditions, the conditions of the individual contract shall prevail.

III. Prices and Payment Conditions

1. All agreed prices are provided in USD excl. taxes, including freight, packaging, and ancillary costs, unless otherwise agreed in writing.
2. We pay all invoices within 30 days net. Individual contractual payment conditions only apply if they have been agreed upon and are preferred by us.
3. Payment terms will begin upon proper receipt of the invoice following the full shipment of the Goods or acceptance of the Service. Documentation such as technical drawings, testing protocols, quality, and material test reports or similar documents are part of the Seller's obligations; the delivery or performance will not be considered complete until such documentation is received by us.
4. Unless otherwise agreed in writing, payments will be made by bank transfer. Payments are considered on time if transfers are submitted to the bank by the due date. We are not responsible for delays caused by any banks involved in the payment transaction. Payments do not serve as a recognition that the delivery or service fulfilled contractual requirements.
5. We are entitled to set-off rights, retention, and defense due to Seller's failure to fulfill any Contract as permitted by law and we have the right to set off and discount any amount owed to Seller due to such failure. Additionally, we are entitled to withhold payments due if we have pending claims against the Seller due to incomplete or defective delivery or performance of Services. The Seller may only have set-off or retention rights based on counterclaims that are legally binding or not disputed.
6. We shall not be liable for any interest payment beyond maturity.
7. Seller's claims arising from business transactions may only be assigned to a third party with our written permission.

IV. Delivery conditions and packaging

1. Unless otherwise agreed in writing, the Seller shall bear the risk of accidental destruction or deterioration in accordance with Incoterms DDP (ICC 2020 version) until the transfer of

risk for all deliveries.

2. Partial and reduced deliveries may only be made with our prior approval in writing.
3. We may require changes to the performance of the Services, the manufacturing process, drawings, specifications, and/or packaging and shipping agreements from the Seller at any time. We will come to an agreement with the Seller regarding any additional costs that may arise due to such changes in each individual case.
4. The Seller is obligated to obtain all documents, confirmations, or certifications required under applicable customs regulations or other legal regulations, in particular to drawback of customs duty, proof of origin, and all other information related to the commercial or origin of the Goods and materials with respect to preferential treatment at its own cost, to review these to ensure they are correct, and to submit them to us in a timely manner.
5. We reserve the right to issue binding specifications on the type of packaging used. In general, the Seller is requested to use environmentally-friendly and cost-effective packaging. Any packaging already damaged before use may not be used.

V. Title

1. Title to the Goods will pass directly to us upon delivery of the Goods, regardless of whether payment of the purchase price has been completed. We may re-sell the Goods to third parties in the normal course of business, even before the purchase price is paid, shifting the risk of loss to such third parties.
2. If the Seller processes, mixes, or combines materials provided by us, such work will be considered executed on our behalf. We will retain title to the resulting Goods, reserving the right to resell to third parties.
3. All other forms of retention of ownership are excluded, in particular expanded or transferred retention of ownership, or a retention of ownership extended to further processing.

VI. Delayed deliveries

1. The agreed delivery or performance deadlines are considered legally binding. The timeliness of the deliveries shall be determined by receipt at the delivery location specified by us; the timeliness of Services shall be determined by their acceptance. If the Seller becomes aware of any imminent delay in deliveries or Services, it is obligated to inform us of this promptly in writing.
2. We are not obligated to accept Goods delivered to us before the delivery deadline.
3. Upon failure to meet the agreed delivery or performance deadline, the Seller shall automatically be in default.
4. If deliveries are delayed, we are entitled to charge a 0.5% late fee of the contract value (gross) for each business day or partial business day of delay, up to a maximum of 10% of the total contract value (gross). Our legal right to claim higher damages remains hereby unaffected. The forfeited contractual penalty shall not be set off against any claim for damages. Should the Seller claim that no damages or significantly lower damages were suffered, the Seller is obligated to provide proof.
5. We retain all rights to make legal claims in full. We are entitled to demand claims for damages instead of the delivery after providing a reasonable grace period. Our claim to the service is only forfeited if the Seller has paid claims for damages.

VII. Warranty

1. Legal regulations apply to our rights regarding material and legal defects in the Goods (including incorrect or reduced deliveries and improper assembly, defective or missing assembly, operating, or other instructions) or Services by the Seller, as well as to other violations of obligations by the Seller, if not otherwise agreed herein.
2. We are entitled to claims for damages due to gross negligence, without restriction, even if we were unaware of the defect when the Contract was concluded.
3. We have the right to inspect Goods for quality and completeness, as we are reasonably able and in the ordinary course of business. Notwithstanding the foregoing, we will complete random checks to ensure the correct Goods are delivered and to check for obvious defects and deviations in quantity. Defect notifications are considered submitted in a timely fashion if the Seller receives them within two weeks, whether communicated in writing or orally. The deadline for notification of defects starts when we - or our customers in case of drop shipments - discover the defect. Notification of faulty Goods shall be governed by Del. Code Tit. 6 § 2-607.

4. Expenses related to inspection and supplementary performance shall be borne by the Seller, even if it is later determined that there were no actual defects. Our liability for damage compensation in case of unjustified requests to correct defects remains unaffected. We are only liable if we were aware, or were grossly negligent in not being aware, that there were no defects.
5. We are entitled to withhold payments due if we have pending claims against the Seller due to incomplete or defective delivered Goods or performed Services.
6. If the Goods have material or legal defects, the Seller shall reimburse us for all costs and damages resulting from delivery of the defective Goods, and will indemnify us against all related claims. In particular, we can request reimbursement from the Seller for expenses - such as transportation, material, work, travel, packaging, and installation and removal costs - incurred by us or our customers in conjunction with the delivery of defective Goods. If the Seller does not fulfill its obligation to supplementary performance - at our discretion by correcting the defect (reworking) or delivering Goods free from defects (replacement delivery) - within a reasonable grace period set by us, we can correct the defect ourselves in urgent cases - especially in case of an impending standstill - and request reimbursement from the Seller for necessary expenses or a corresponding advance payment. If subsequent fulfillment by the Seller has failed or is unreasonable for us - for instance due to special urgency, a risk to operational safety, or impending unreasonable damages - we are not required to provide a grace period. We will inform the Seller of such circumstances promptly. The mutual claims of the contractual parties shall expire in accordance with the law, unless otherwise agreed in the following.
7. The general limitation period for defect claims shall be three years from the transfer of risk of loss. If acceptance has been agreed, the limitation period shall begin upon acceptance. The 2-year limitation period also applies accordingly to claims for legal defects, whereby the statutory limitation period for third party *in rem* claims for return (Del. Code Tit. 10 §§ 8107 and 8119) shall remain unaffected; claims for legal defects shall furthermore never expire as long as the third parties can still assert their rights against us, especially if these do not expire.
8. Limitation periods under commercial law, including the above extensions, shall apply to all contractual defect claims as determined by law. If we are also entitled to extra-contractual claims for damages due to a defect, the regular statutory limitation terms shall apply, unless the application of limitation periods under commercial law in the individual case would result in a longer limitation period. The recourse claims to which we are entitled by law within a supply chain are afforded to us in addition to defect claims and without restriction. We are especially entitled to demand exactly the type of supplementary performance (reworking or replacement delivery) we owe to our customers in each individual instance. Our supplier recourse claims shall also apply if the defective Goods have already been processed, whether by us or by another entity, for instance by installing them in or attaching them to another product.
9. Before we recognize or fulfill a defect claim asserted by our customer, we will notify the Seller and request a written statement with a brief illustration of the circumstances. If we do not receive a substantial position statement within an appropriate time period, and if we do not come to a mutual agreement on a solution, the customer's claim will be considered valid and Seller will be obligated to satisfy the claim. In such cases, the Seller is obligated to provide proof to the contrary.

VIII. Product liability and insurance

1. If a claim is filed against us by our customers or a third party due to a damaged product which can be proven to have been caused by a defect in the delivered Goods caused by the Seller, the Seller shall indemnify us against all claims for damages by third parties upon first request. The Seller hereby grants us the right to file claims against its affiliates and agents, including sub-contractors, relating to the delivery of defective Goods.
2. If we are obligated to issue a recall, we will promptly inform the Seller of the scope and measures to be taken if this is possible and reasonable. The Seller is obligated to reimburse us for all costs and damages resulting from and in conjunction with the recall.
3. Other claims to which we are entitled under the Delaware Uniform Commercial Code and other legal remedies shall remain unaffected.
4. In the event of a breach of any contractual or pre-contractual obligations on our part, including any breach by our employees and sub-contractors, our liability is restricted to cases of intentional misconduct, gross negligence as well as to damages foreseeable at the time of the conclusion of the contract.
5. The following restrictions shall not apply
 - a. in the event of a culpable breach of main contractual obligations, insofar as the fulfilment of the contractual purpose is endangered,
 - b. in cases of mandatory liability according to the Delaware Uniform Commercial Code and
 - c. in cases of harm to life, limb or health (personal injuries).
 The burden of proof shall remain unaffected.
6. The Seller shall be liable without limitations for all direct and consequential damages (including lost profit) which we may suffer caused by a breach of a contractual obligation or an unlawful act of the Seller, its management or its employees.

7. The Seller shall indemnify us from all third party claims resulting from a breach of obligations or an unlawful act according to paragraph 5.
8. The Seller shall maintain, at its own expense, the following minimum primary and/or excess insurance coverages with the following minimum limits:
 - a. statutory workers' compensation,
 - b. employer's liability of USD 5 million,
 - c. general commercial liability (including products/completed operations and contractual liability coverage) of USD 5 million; bodily injury or property damage per occurrence and
 - d. automotive liability (covering owned, non-owned and hired vehicles) of USD 5 million bodily injury or property damage per accident.
 In addition, the Seller shall maintain
 - a. all-risk property coverage, including transit, and theft coverage for Goods, whether or not owned by us, that have been ordered by us and are in the care, custody or control of the Seller, its agents or contractors and
 - b. any other insurance coverages that we deem appropriate.

Upon our request, the Seller shall promptly furnish certificates of insurance indicating the foregoing coverage, naming us as an additional insured where deemed appropriate by us, and requiring written notice to us at least thirty (30) days prior to the cancellation, reduction or nonrenewal of any such coverages.

IX. Quality management and documentation

1. The Seller is obligated to observe and comply with all applicable quality standards, agreed technical data, and statutory regulations, as well as other requirements affecting the development and manufacturing of Goods. The Seller must have an established, comprehensive quality management system according to the current standard *ISO 9001* or *IATF 16949*.
2. We or our customers are entitled to conduct audits of the Seller or its sub-contractors. The dates and scopes of such audits will be mutually agreed upon. The Seller must grant auditors access to manufacturing and testing locations, as well as allow them to inspect relevant documents (such as quality instructions, controlling documents, test results, etc.). Appropriate measures by the Seller or its sub-contractors to secure their own know-how shall be accepted. Audit results, with action plans if necessary, shall be submitted to the Seller in writing.
3. The retention period for all quality-relevant documents and samples is 10 years after product discontinuation for products and required replacement parts. If the Seller is to be liquidated or is entering insolvency proceedings, the Seller must notify us immediately. In this case as well as for any other Good cause, the Seller is obliged to submit all quality-relevant documents to us. Any right of retention on behalf of the Seller is excluded. The Seller shall allow us to review its retention obligations at any time. Upon request, the Seller must submit originals or copies of testing documents to us promptly.

X. Tooling, molds, and provided Goods

1. Payment for tooling or mold costs shall be made after final completion and acceptance of the tooling or mold, approval of initial samples by us, and submission of all documents related to the tooling or mold, unless otherwise agreed in writing. We will not execute individual contractual agreements on partial tooling or mold costs.
2. Upon payment of the agreed tooling or mold costs, ownership of the tooling or mold shall be transferred to us without restriction or reservation. If the tooling or mold remains in the Seller's possession on loan after transfer of ownership in order to complete the agreed project, the Seller shall store the tooling or mold at a location appropriate for the use and contractual purpose. Internal movements of the tooling or mold within the Seller's location or use of the tooling or mold by other third parties, is only permitted following our express prior approval in writing. The Seller is obligated to return the tooling or mold at any time upon our request, excluding any rights of retention.
3. The Seller is obligated to label the tooling or mold in a clearly visible location with the tooling number indicated in the associated tooling specification, as well as with our company name, so that the tooling or mold can be clearly identified as our property at all times.
4. The Seller must store, use, properly maintain, and service the tooling or mold with the reasonable due diligence at its own cost so as to ensure manufacturing of Goods, at least until the agreed output quantity is completed, at all times, without restriction, and without error. If the tooling or mold becomes unusable following proper contractual use, we will bear the costs of replacement. If this occurs within the agreed output quantity, the Seller shall assume these costs.
5. Following discontinuation of the contractual production period, the Seller must store the tooling or mold at its own cost for at least 5 years such that it is possible to re-initiate manufacturing at any time. The tooling or mold may be scrapped or moved only following prior approval by us in writing.
6. During storage, the Seller shall insure the tooling or mold at its own cost according to section VIII. Goods provided by us shall remain our property and must be properly stored and managed free of charge. The Seller may use the tooling or mold exclusively to

produce Goods ordered by us. Otherwise, the Seller is obligated to pay damages. This also applies to any order-related materials supplied to the Seller by us or on our behalf. If Goods provided by us are processed further or modified, we will become the direct owner of the new or modified Good.

XI. Subcontractors

1. Our orders may only be assigned or commissioned to subcontractors or other third parties by the Seller with our prior approval in writing. Violations of this requirement will entitle us to withdraw from the respective agreement in whole or in part without prior notice, and/or to demand compensation for damages.
2. The Seller shall also contractually bind its subcontractors in accordance with all existing or future binding agreements with us, as well as to comply with the Code of Conduct for Business Partners of the Jäger Group (available at <https://www.jaegergroup.com/en/downloads/>) and all applicable statutory regulations. Upon request, the Seller must provide us with proof that it has so contractually obligated its subcontractors.

XII. Confidentiality

1. Everything not in the public domain, deemed to be confidential by us, including without limitation, all patterns, designs, drawings, specifications, bills of material, manufacturing documentation, quality control procedures, plans and other materials provided by us to the Seller in connection with the order or service order, whatever the form, whether printed, documentary, electronic media or otherwise, is "Confidential Information", will be deemed to contain trade secrets, and will remain our property unless otherwise agreed in writing.
2. The Seller shall keep all Confidential Information confidential and shall not disclose or use (except solely to perform the Seller's obligations hereunder) any such Confidential Information to any third party.
3. All work performed or created by the Seller for us, and any material which the Seller delivers to us hereunder shall be deemed a work made for hire, and all rights thereto shall belong exclusively to us.
4. We reserve ownership rights and copyrights to our Confidential Information, such as documentation, drafts, drawings, and other relevant files and instructions. This information may only be made accessible to third parties, or otherwise disclosed or published, with our prior approval in writing. Confidential information belonging to us must be returned to us upon request.
5. Confidential information we receive from the Seller may be duplicated by us and provided to third parties within the framework of and in order to carry out the respective project, including necessary market inquiries, without the prior approval of the Seller.
6. The Seller hereby agrees not to initiate or maintain any direct contact with our customers within the framework of the respective project, not to perform any services or exchange any information and documents for said customers, and not to deliver any products to said customers related to the respective project.
7. In the event Seller violates any provision under this Section XIII, the Seller shall pay a contractual penalty to us in the amount of USD 25,000, excluding any plea of connection with previous circumstances. The contractual penalty may be offset against our claims for damages, which shall otherwise remain unaffected by the penalty.

XIII. Intellectual Property

1. We own and retain the sole right to preexisting intellectual property rights and any intellectual property developed or registered as it relates to our Confidential Information. The Seller is not entitled to use our Confidential Information in any way beyond the scope of the respective project or Contract.
2. The Seller is responsible for insuring that any Goods or Services do not infringe upon any third party rights, including brand, copyright, and industrial property rights. In the event of such an infringement, the Seller is obligated to promptly indemnify us against all third party claims associated with the alleged infringement. We reserve the right to assert claims for damages against the Seller in such instances.
3. The Seller represents and warrants that no third party rights (e.g. property rights) are damaged in connection with or as a result of the delivery of the Goods. The Seller shall defend, at its own expense, any action brought against us or any of our customers to the extent that such claim is relates to Goods specified or designed by the Seller or any part thereof or any device or product resulting from use thereof constitutes an infringement of any applicable patent, and the Seller will pay all damages, attorney fees and costs awarded therein. If any such Goods, parts, devices or products are held to constitute an infringement and use thereof is enjoined, the Seller, at its own option and expense, will either procure for us or our customer the right to continue using the same, modify the same to avoid infringement, replace the same with a non-infringing Goods, or refund the full purchase price therefor and pay all costs which we and/or our customer incur in connection with receipt and return thereof. The Seller expressly waives any claim that such infringement arose out of compliance with our specifications. The Seller is solely and exclusively responsible for any costs, losses, fines or penalties (including attorney's fees) resulting from the seizure, re-export or destruction of counterfeit Goods (or allegedly

counterfeit Goods) by U.S. Customs & Border Protection ("CBP") or other customs authorities.

4. The names and trademarks of each party and its affiliates will remain the sole and exclusive property of that party or its affiliate. A party will not use any name or trademark of the other party or any of its affiliates for any purpose whatsoever without the owner's prior written authorization.
5. If claims are asserted against us by a third party, we shall inform the Seller without delay. We are not entitled to make any agreements or agree to any settlement with a third party without the consent of the Seller.

XIV. Termination

1. In addition to statutory requirements for termination, we may, by written notice stating the extent and effective date thereof, terminate any Contract with the Seller in whole or in part, at any time, without damage, penalty, cost, liability, or further obligation, in the following circumstances:
 - a. if the Seller refuses to or fails to comply with the provisions of a Contract and does not correct its failure to comply within an appropriate period of time;
 - b. if the Seller becomes insolvent, an application is made to open insolvency or liquidation proceedings against its assets, an insolvency administrator or trustee is appointed, or a liquidation settlement is reached;
 - c. if the ownership of the Seller changes in such a way that it would be unreasonable for us to continue the agreement; specifically, if one of our competitors purchases shares of the Seller or if the Seller purchases shares of one of our competitors; or
 - d. for convenience, regardless of whether or not the Seller is in default of any obligation hereunder and irrespective of the existence of any cause or event specified in this Section XIV.
2. In the event of a partial termination of a Contract that has not yet been completely fulfilled, the Seller remains obligated to fulfill that part of the Contract that has not yet been terminated and remains in full force.

XV. Force majeure

Neither party shall be deemed to be in default of or to have breached any provision of a Contract due to delay, failure in performance, or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar unforeseeable occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under any Contract shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, we shall have the option of terminating the Contract upon written notice to Seller.

XVI. Code of Conduct

1. In accordance with the values and standards defined in the Code of Conduct for Business Partners of the Jäger Group (available in its current version at <https://www.jaegergroup.com/en/downloads/>), the Seller is obligated to:
 - a. comply with all national and international legal regulations and respect ethical principles at all levels of business;
 - b. follow the globally recognized provisions for the protection of human rights;
 - c. implement the principle of equal treatment and equal opportunities for their employees, regardless of his/her ethnic origin, gender or sexual orientation, religion or political affiliation and age or disability;
 - d. treat all of its employees in a respectful and tolerant manner and remunerate them in compliance with the respective national legal standards;
 - e. comply with safety and health standards by preventive occupational safety in order to avert dangers to employees or third parties;
 - f. observe the applicable environmental protection regulations and strive to minimize waste and emissions beyond the minimum legal requirements in order to keep soil, air and water pollution as low as possible. This includes, to the extent possible, reducing energy consumption as well as avoiding the use of chemicals or other hazardous substances and, insofar as their use is unavoidable, ensuring their proper handling and disposal;
 - g. adhere to the applicable competition laws and uphold fair competition by refraining from discussions or agreements on prices, conditions, or capacities with competitors, avoiding the unlawful acquisition of competitive information, prohibiting acts of corruption, and ensuring that business relationships remain objective and uninfluenced by private interests or advantages;

- h. comply with the applicable data protection regulations, using personal data solely for lawful purposes and implementing measures to safeguard privacy;
 - i. protect trade secrets by implementing secure processes and structures, preventing unauthorized disclosure to third parties; and
 - j. establish and maintain a confidential and secure mechanism to report behaviors potentially violating legal regulations within their organization. This process should trigger an internal investigation, protecting employees from retaliation or disciplinary action, and emphasizing the importance of maintaining confidentiality and anonymity.
2. In case of suspected or confirmed concerns regarding the Seller's compliance with these obligations, we may request documentation from the Seller for monitoring purposes, conduct on-site audits, review and approve remediation plans and verify the implementation of remedial actions.

XVII. Place of fulfillment, jurisdiction, and applicable law

1. The place of fulfillment for delivery of Goods or performance of Services is the headquarters of our respective indicated responsible location, unless otherwise indicated in the Contract, and otherwise the headquarters of our company.
2. All matters shall be determined according to the laws of the State of Delaware, without regard to the choice of law rules thereof. Unless otherwise agreed by the parties, all disputes arising in connection with any Contract or these Terms and Conditions will be resolved in the state or federal courts situated in the State of Delaware. We reserve the right to bring an action at the place of fulfillment for the delivery of Goods and/or performance obligations under these Terms and Conditions or any other Contract, at the general place of jurisdiction of the Seller.
3. Each party agrees to conduct its operation under these Terms and Conditions in compliance with all applicable import, export, reexport, and foreign trade control statutes, laws, regulations, enactments, directives, and ordinances of any governmental authority with jurisdiction over such operations in effect in connection with the performance of its obligations under these Terms and Conditions and any applicable Contract. The regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 04/11/1980 and conflict of law rules are expressly excluded.