

## GENERAL TERMS AND CONDITIONS OF PURCHASE (09/2022)

### 1. ALLGEMEINES

- 1.1 The following terms and conditions shall apply to all orders placed by ALD Vacuum Technologies GmbH (ALD-VT).
- 1.2 Orders shall only be binding if placed by ALD-VT in writing. Verbal agreements - including subsequent amendments and supplements to these Terms and Conditions of Purchase (GTCP) - shall only be effective after written confirmation by ALD-VT.
- 1.3 The GTCP shall apply in their respective version as a framework agreement also to future contracts for the purchase and/or delivery of movable goods with the same supplier without ALD-VT having to refer to them again in each individual case; ALD-VT will inform the supplier immediately of any changes to the Terms and Conditions of Purchase in this case.
- 1.4 These Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that ALD-VT has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example also if ALD-VT accepts the delivery of the supplier unconditionally.
- 1.5 Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. Written confirmation of ALD-VT shall be required for the content of such agreements to be valid.
- 1.6 Legally relevant declarations and notifications to be made by the supplier to ALD-VT after conclusion of the contract (e.g. setting of deadlines or withdrawal) must be in writing to be effective. All documents, notifications and declarations relevant to the contract, including invoices, must contain at least the following information: Order number(s), place of delivery, full description of the item/object to be delivered, quantities, units of quantity and - in the case of intra-EU delivery - VAT ID number of the supplier.

### 2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1 The supplier may accept the written order of ALD-VT within 14 days of receipt, unless otherwise stated in the order, in particular in case of a shorter commitment period of the offer.
- 2.2 The declaration of acceptance shall be made in writing. If the acceptance is delayed, the offer is rejected. A delayed acceptance confirmation is deemed a binding contractual offer by the supplier.

### 3. TERMINATION BY ALD-VT

ALD-VT shall be entitled to terminate a contract for work and services or a contract for work and materials for a non-fungible item at any time. In this case the supplier shall be entitled to the rights according to § 649 sentence 2 and 3 BGB (Civil Code). Further claims of the supplier are precluded.

### 4. DELIVERY TIME/CONTRACTUAL PENALTY

- 4.1 Delivery dates stated in the order refer to the time of receipt of the delivery item at the delivery address stated by ALD and are binding. Early deliveries as well as partial deliveries are only permissible with the express consent of ALD-VT.

The date of the written acknowledgement of receipt of the delivery item by the receiving office of ALD-VT named in the order shall determine the date of receipt of the delivery item.

- 4.2 The supplier shall deliver the delivery item in accordance with DDP (Incoterms 2010) to the delivery address („receiving point“) specified by ALD-VT in the order. ALD-VT may refuse delivery to any other address at its discretion. Even if ALD-VT accepts the delivery, this shall not constitute performance and shall not cause the risk to pass unless ALD-VT expressly agrees in writing to the change of the place of delivery. A simple acknowledgement of receipt does not constitute such consent. If ALD-VT takes delivery at a place other than the place of receipt specified in the order and does not give its consent to the change of the place of delivery, ALD-VT shall immediately transport the delivery item to the agreed place of delivery at the expense and risk of the supplier or subsequently declare its consent to the change of the place of receipt in writing. This declaration shall have no retroactive effect.

If the supplier fails to meet the agreed delivery date for reasons for which he is responsible, ALD-VT may, in addition to performance, claim a contractual penalty in the amount of 0.3% of the total order sum for each commenced working day of delay. The contractual penalty shall not exceed 5% of the total order amount. The assertion of a claim for damages in excess thereof shall remain unaffected. If ALD-VT does not expressly reserve the right to claim the contractual penalty upon acceptance of the performance, it may nevertheless claim the contractual penalty until the final payment to the supplier.

### 5. SHIPPING/PACKING

- 5.1 The supplier shall observe any shipping specifications of ALD-VT, e.g. regarding packaging or container sizes.
- 5.2 Packaging is included in the price. Upon request of ALD-VT the supplier shall take back the packaging after delivery, unless the parties expressly agree otherwise.

### 6. EXPORT CONTROL AND FOREIGN TRADE DATA

- 6.1 With the order confirmation, the supplier shall inform ALD-VT in text form of all data required by ALD-VT for compliance with the above legal provisions, in particular:
  - i. all applicable export list numbers including, if applicable, the Export Control Classification Number (ECCN);
  - ii. the statistical commodity code according to the current „Commodity Code for Foreign Trade Statistics“;
  - iii. the country of origin (non-preferential origin) and, if requested by ALD-VT, supplier declarations on preferential origin.
- 6.2 If the supplier violates its obligations under clause 6.1, it shall bear all expenses and damages incurred by ALD-VT as a result, unless the supplier is not responsible for the violation of the obligation.

### 7. ACCEPTANCE OF GOODS/OBLIGATION TO GIVE NOTICE OF DEFECTS

ALD-VT shall inspect the delivery items immediately after receipt for obvious defects (e.g. shortages, transport damage) and shall give notice thereof within three (3) working days. Defects which are not obvious, but which can be detected by reasonable examination, may be claimed by ALD-VT within four (4) weeks after delivery of the delivery items at the receiving point, hidden defects even after expiry of this period within five (5) working days after their detection.

### 8. INVOICING/PAYMENT

- 8.1 Upon dispatch of the delivery item, the supplier shall send ALD-VT an invoice meeting the requirements of the tax laws and containing the information pursuant to clause 1.6 of these GTCP by mail or e-mail to „E-rechnung@ald-vt.de“. Duplicates shall be marked as such. The Supplier may not enclose the invoices with the delivery.

- 8.2 ALD-VT shall pay invoices which are correct in content and justified within 14 days with 3% discount, within 45 days with 2% discount or within 60 days without deduction. The payment period shall not commence until the end of the day on which ALD-VT has received both the invoice and the delivery at the receiving point.

- 8.3 The supplier may assign claims against ALD-VT to third parties only with ALD-VT's prior consent.

§ 354 a HGB (Commercial Code) remains unaffected.

### 9. PROPERTY PROTECTION

- 9.1 If ALD-VT provides the supplier with documents within the scope of the order, or if the supplier produces such documents on behalf of ALD-VT within the scope of the order, they shall remain the property of ALD-VT or shall become its property upon production. The supplier declares already now the offer to transfer ownership of these documents, which ALD-VT hereby accepts.

- 9.2 If ALD-VT provides the supplier with material or parts for the manufacture of the ordered delivery item (materials provided), these shall be kept by the supplier separately from other property and marked as property of ALD-VT. The supplier shall undertake the processing and treatment of provided materials in the name and for the account of ALD-VT as manufacturer, who thereby directly acquires the ownership or - if the processing is carried out with materials of several owners or if the value of the processed item is higher than the value of the provided material - the co-ownership (fractional ownership) in the newly created item in the ratio of the value of the provided materials to the value of the newly created item. In the event that such acquisition of ownership by ALD-VT does not take place, the supplier shall anticipatorily transfer his future ownership or - in the above-mentioned proportion - co-ownership of the newly created product to ALD-VT. If the provided material is combined with or inseparably mixed with other materials to form a uniform product and if one of the other materials is to be regarded as the main material, the supplier shall, insofar as the main material belongs to him, transfer to ALD-VT pro rata co-ownership of the uniform product in the ratio stated in the second sentence above.

The transfer of possession which may be required for the above transfer of ownership shall already now be replaced by the agreement of free custody of these items by the supplier for ALD-VT. ALD-VT shall be entitled at any time during normal business hours to convince itself on site at the supplier's premises of the proper safekeeping and identification of the provided or processed items.

In taking custody of the provided materials, supplier shall store the material in a dry and secure place, protected against theft and damage, shall insure the material adequately against the risks of fire, water damage and theft and grant ALD-VT a separate claim against the insurer.

- 9.3 Tools, devices and models made by the supplier for contractual purposes and invoiced separately to ALD-VT shall be transferred by the supplier to ALD-VT upon payment. Clause 9.2 para. 1, sentence 1 of these GTCP shall apply accordingly.

### 10. WARRANTY

- 10.1 The statutory warranty provisions shall apply to the services rendered by the supplier to ALD-VT, namely for the supplier's own services as well as for services rendered by subcontractors engaged by him.

- 10.2 If the delivery item is defective, ALD-VT may, at its option, demand delivery of a

defect-free product or rectification of the defect. All associated costs, in particular removal, installation, transport and labor costs, shall be borne by the supplier. If such subsequent performance fails, ALD-VT may, at its option, demand a reduction of the purchase price (abatement) or rescind the contract (withdrawal). In case of a minor defect, however, the right of withdrawal is precluded.

- 10.3 Warranty claims shall become statute-barred 30 months after ALD-VT has accepted the delivery item at the receiving point, unless longer statutory limitation periods apply. The limitation period shall be suspended by a written notice of defects by ALD-VT until the supplier has rejected the claims in writing.

## 11. LIABILITY FOR INFRINGEMENT OF PROPERTY RIGHTS

- 11.1 If the use of the delivery item leads to the infringement of industrial property rights or copyrights of third parties, the supplier shall procure the right to further use for ALD-VT at its own expense or modify the delivery item in a manner reasonable for ALD-VT in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, both parties shall be entitled to withdraw from the contract. In addition, the supplier shall indemnify ALD-VT against undisputed or legally established claims of the owners of the property rights concerned. A withdrawal of the supplier declared in accordance with the above provision shall be deemed to be recognition of the merits of the third party claim.
- 11.2 Further claims of ALD-VT, e.g. for compensation of lost profit, shall remain unaffected.
- 11.3 If a claim is made against ALD-VT due to an infringement of an industrial property right pursuant to clause 11.1 of these GTCs, the supplier shall join a legal dispute on the side of ALD-VT and bear all reasonable legal costs, unless expressly agreed otherwise.

## 12. LIABILITY

- 12.1 ALD-VT shall be liable for damages - irrespective of the legal grounds - only in case of intent and gross negligence. In the case of simple negligence it shall only be liable for
- (i) for damages resulting from injury to life, body or health,
  - (ii) for damages resulting from the breach of an essential contractual obligation (i.e. an obligation essential to enable the proper execution of the contract, upon which the contractual partner regularly relies and may rely on); in this case, however, the liability of ALD-VT shall be limited to the compensation of the foreseeable, typically occurring damage.
- 12.2 The Supplier shall be liable in accordance with the statutory provisions.

## 13. ENVIRONMENTAL PROTECTION, ENERGY EFFICIENCY, SOCIAL RESPONSIBILITY / ESG COMPLIANCE

The supplier shall comply with all relevant laws, regulations or decrees and industry standards in the performance of the supply contract. In particular, the goods must comply with the relevant product safety, environmental and labour regulations.

Furthermore, the supplier shall comply with the requirements and standards of ALD-VT regarding environmental requirements, environmental protection and prohibited substances in their current version, if applicable, specified in more detail and made known to him. ALD-VT is committed to continuously improve its environmental performance and has been certified according to ISO 14001 (environmental management).

ALD-VT is committed to continuous improvement of energy efficiency and has therefore implemented a management system according to ISO 50001 (energy management). For ALD-VT, energy-related performance is a selection criterion when procuring energy services, products and equipment that have or may have an impact on significant energy use.

For ALD-VT it is of great importance that the supplier (suppliers, contractors, subcontractors, consortium partners, consultants and business partners) fulfills its social responsibility in its business activities and complies with ethical and legal standards concerning the environment towards its own employees and the society. The principles and requirements of ALD-VT towards the supplier in this respect are defined in the form of the Code of Conduct of AMG ADVANCED METALLURGICAL GROUP N.V. - the parent company of ALD-VT - valid throughout the group and can be downloaded at <https://amg-nv.com/about-amg/corporate-governance/> in the respective valid version.

The supplier agrees to the standards of conduct and the obligations set forth in this Guideline and is responsible for ensuring that its employees, agents, suppliers and subcontractors comply with them with respect to ALD-VT.

## 14. MINIMUM WAGE OBLIGATION

- 14.1 The supplier warrants to ALD-VT that it will pay all employees employed by the supplier to perform services for ALD-VT a wage at least equal to the minimum wage obligations. The obligation to pay a higher applicable minimum wage shall apply, unless a deviation from the statutory minimum wage is permissible pursuant to § 24 (1) MiLoG. If the supplier has to pay contributions to a joint institution of the col-

lective bargaining parties pursuant to § 8 AEntG, the supplier shall furthermore guarantee ALD-VT the proper and timely payment of these contributions (minimum wage obligation).

- 14.2 In the event that subcontractors or temporary workers are used, the Supplier shall be obliged to oblige the subcontractor or the temporary work company to comply with the minimum wage obligations in the agreements with the subcontractor or the temporary worker.
- 14.3 Upon request, the supplier shall provide ALD-VT with all necessary information and make available the necessary data and documents so that ALD-VT can verify that the supplier, the subcontractor or the temporary work company complies with the minimum wage obligations.
- 14.4 In the event that the supplier or subcontractors or temporary work companies involved by the supplier in the performance of the contract violate the minimum wage obligations, ALD-VT shall be entitled to extraordinarily terminate the existing agreements with the supplier without notice or to withdraw from individual purchase contracts.
- 14.5 The supplier shall be fully liable for damages incurred by ALD-VT due to the fact that the supplier or the subcontractors or temporary work companies engaged by the supplier do not comply with the minimum wage obligations. The supplier shall indemnify ALD-VT against all claims of third parties asserted against ALD-VT due to a violation of the minimum wage obligations and shall bear all costs incurred by ALD-VT from such claim (including any ancillary costs, e.g. interest and reasonable legal costs).

## 15. ACCIDENT PREVENTION/SAFETY

- 15.1 The Supplier undertakes to comply with the occupational health and safety, accident prevention and safety regulations applicable at its place of production, or at least with generally accepted safety and occupational health rules.
- 15.2 The Supplier shall also be responsible for ensuring that the delivery item complies with all statutory requirements applicable at the receiving point with regard to safety and environmental compatibility or other regulations and regulatory requirements applicable to its intended use or its intended further processing.
- 15.3 If there is reason to assume that these requirements are not fulfilled, in particular that a considerable danger emanates from the delivery item, ALD-VT may demand individual proof from the supplier. If the supplier fails to provide such evidence or fails to do so within a reasonable period of time, ALD-VT shall be entitled to withdraw from the contract.

## 16. SECRECY

- 16.1 The supplier is obliged to keep secret the terms and conditions of the order as well as all information and documents provided by ALD-VT for the purpose of the contract and to use them only for the execution of the order. The supplier shall return documents of ALD-VT to ALD-VT after termination of the contractual relationship without being requested to do so or, if this is not possible, shall delete them.
- 16.2 Without ALD-VT's prior written consent, the supplier may not refer to the business relationship with ALD-VT in advertising material or other business documents and may not exhibit or depict delivery items manufactured for ALD-VT.
- 16.3 The Supplier shall oblige its sub-suppliers or other subcontractors accordingly.

## 17. COMPLIANCE OBLIGATION

The supplier acknowledges that in general and in particular in the context of the business relationship with ALD-VT it is obliged to comply with all applicable laws, ordinances and regulations, in particular those relating to the fight against corruption in business, the protection of fair competition, the prohibition of insider trading, money laundering and child labor as well as the safeguarding of data protection and for non-discrimination and harassment-free workplaces, and to ensure that its upstream suppliers and subcontractors do likewise. Furthermore, the supplier undertakes to indemnify ALD-VT against all consequences of any violations of these principles upon first request.

## 18. APPLICABLE LAW, PLACE OF JURISDICTION

- 18.1 All legal relations between ALD-VT and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany, without reference to its conflict of law principles and excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 18.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with the supply relationship between the parties shall be Frankfurt a.M. ALD-VT shall, however, be entitled to bring an action at the principal place of business of ALD-VT.