

UMFOTEC ACOUSTIC SOLUTIONS GMBH
GENERAL TERMS AND CONDITIONS OF PURCHASE FOR MATERIAL

1. Relevant conditions and scope of application

- 1.1 These General Terms and Conditions of Purchase shall apply to all deliveries and services (hereinafter generally referred to as "Deliveries") which a seller, contractor or service provider (hereinafter generally referred to as "Supplier") provides for us.
- 1.2 Our General Terms and Conditions of Purchase shall apply exclusively; deviating, conflicting or supplementary terms and conditions of the Supplier shall only become part of the agreement if and to the extent that we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept delivery without reservation in the knowledge that those terms and conditions conflict with or deviate from our General Terms and Conditions of Purchase.
- 1.3 These General Terms and Conditions of Purchase only apply to an entrepreneur, a legal under public law or a special fund under public law pursuant to Section 310 (1) sentence 1 BGB (German Civil Code).
- 1.4 Legally relevant declarations and notifications to be made to us by the Supplier after conclusion of contract, e.g. setting of deadlines, reminders, declaration of withdrawal, must be made in written form. The written form requirement is also fulfilled by fax, remote data transmission or e-mail.

2. Order

- 2.1 Orders, their amendments and supplements as well as call-offs shall only be binding if they are placed or confirmed by us in writing. Verbal agreements of any kind - including subsequent amendments and supplements to our Terms and Conditions of Purchase - must be confirmed by us in writing in order to be valid. Cost estimates are binding and shall not be remunerated unless expressly agreed otherwise. We shall be bound by our written orders for four weeks from the order date and also reserve the right to cancel the order after this period has expired. Order confirmations that we receive after the expiry of this period shall be deemed to be a new offer that requires our written acceptance.
- 2.2 The agreement is concluded upon our receipt of the Supplier's written order confirmation or upon our acceptance of the delivery. If the content of the order confirmation deviates from the content of the order, the Supplier must expressly and separately point out a deviating acceptance of the conclusion of the agreement. In this case, an agreement shall only be concluded with our written consent.
- 2.3 If the price is not fixed at the time of our order and is only communicated to us by the Supplier, this communication from the Supplier shall be deemed an offer which requires our express acceptance in written form. If this is not done, a contract has not been concluded.

3. Right to cancel if the customer order is cancelled

- 3.1 If the customer order is cancelled for a reason for which we are not responsible, we are entitled to cancel the order for the future by notifying the Supplier immediately without observing a deadline.
- 3.2 In the event of cancellation, the Supplier shall be entitled to bill for services demonstrably already provided up to the point of receipt of the cancellation notice. The Supplier shall have no further claims for payment or reimbursement of costs. In general, indirect damages, costs, expenses and losses are not reimbursable. This includes, but is not limited to, loss of anticipated profits and business opportunities; overheads; interest on claims; costs of restructuring facilities or renting them; unamortised depreciation costs; loss of production; costs related to underutilised personnel; reputational damage; and general administrative and operating costs arising from the termination of the project. In addition, the following costs are generally excluded: additional costs caused by third parties or external factors; costs for unauthorised or non-project-related procurement or expenses without prior written consent; costs for future use or expected savings that go beyond the direct project context; costs for development, research or prototyping work that was not explicitly included in the original order; investments, modernisation or other expenses incurred in reliance on the order. It should also be noted that alternative use is taken into account in the valuation of the receivables and the corresponding value is deducted.

4. Prices

The agreed prices are fixed prices. Unless otherwise agreed, they shall include delivery "ex work" to the receiving points specified by us, including customary packaging, cartage and storage charges as well as any customs duties. The Supplier shall bear the shipping costs in all cases, even if we request a special shipping method.

5. Delivery

- 5.1 The place of performance shall be the place of receipt specified by us; shipment shall be at the Supplier's risk. In the case of delivery "ex work" to the place of receipt specified by us, the Supplier shall cover the transport insurance for us free of charge.
- 5.2 Agreed dates and deadlines are binding; if delivery deadlines are specified, these shall commence on the date of receipt of the order. Decisive for compliance is the receipt of the goods at the named place of receipt.
- 5.3 If delivery is not agreed "ex work" (DAP or DDP according to Incoterms® 2020) of the named place of receipt, the Supplier must make the goods available in good time, taking into account the usual times for loading and dispatch. Delivery dates set for call-off deliveries are binding according to the same principles if the Supplier does not object to them immediately.
- 5.4 Excess deliveries that have not been agreed shall entitle us either to accept the goods delivered in excess with a corresponding value date on the invoices or to store them at the Supplier's expense until they are collected by the Supplier or to return them at the Supplier's expense.
- 5.5 The Supplier is not entitled to deliver to us before the agreed delivery time. If he nevertheless delivers before the agreed time, we shall be entitled to store the delivery at the Supplier's expense until the agreed delivery time or to return it at his expense.
- 5.6 Partial deliveries are generally not permitted and will only be accepted if expressly agreed in writing.
- 5.7 For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be decisive, subject to proof to the contrary.
- 5.8 If the Supplier fails to perform within the agreed time, it shall be liable in accordance with the statutory provisions, unless otherwise provided below. The unconditional acceptance of the delayed delivery or service as well as a joint determination of a deviating delivery date that takes the delay into account shall not constitute a waiver of the claims for compensation to which we are entitled due to the delayed delivery or service. The Supplier is obliged to maintain insurance for production losses by us or our customers (production stoppage) caused by the delayed delivery or otherwise, with appropriate cover of at least EUR 5 million.
- 5.9 The risk of accidental loss or accidental deterioration of the delivery items or services shall only pass upon handover or acceptance at the respective destination specified by us; in the case of partial deliveries or services, only when the delivery or service has been completed in full.
- 5.10 If the Supplier exceeds the agreed delivery date, we shall be entitled to charge a contractual penalty. This shall amount to: for the first five calendar days of the delay 0.1% of the total net order value per day, from the sixth calendar day of the delay 0.2% of the total net order value per day, from the twelfth calendar day of the delay 0.3% of the total net order value per day, but in total no more than 5% of the total net order value. The assertion of further claims for damages shall remain unaffected, whereby any contractual penalty already paid shall be offset. We are entitled to assert this contractual penalty up to the time of final payment, even if we do not expressly reserve the right to do so when accepting the delayed delivery. The contractual penalty shall be set off against any damage caused by delay to be compensated by the Supplier. The Supplier shall notify us immediately of any expected delays in delivery or a possible failure to deliver in whole or in part, stating the reasons and the alleged duration of the delay; however, such notification shall not release the Supplier from its responsibility to meet the delivery dates.
- 5.11 Retention of title by the Supplier shall only become part of the contract if the retention of title expires upon payment of the price agreed for the goods subject to retention of title and we are authorized to resell and process them in the ordinary course of business. Any further retention of title by the Supplier shall not be accepted. In particular, no processing within the meaning of Section 950 BGB shall take place for the Supplier.
- 5.12 The Supplier shall ensure that it can also supply us with the delivery items or parts thereof as spare parts for a period of 15 (fifteen) years after termination of the supply relationship on reasonable

terms.

6. Official approval, export control

- 6.1 The Supplier shall inform us about the necessary official permits and reporting obligations for the import and use of the delivery items.
- 6.2 The Supplier is obliged to comply with export control laws and regulations of the EU, the USA or other export control regulations, if applicable. The Supplier is obliged to obtain the necessary authorisations prior to the transfer of technical information or items to us and to inform us, without being asked, of the respective export control classification number for such technical information and goods (e.g. US law: ECCN) and any restrictions on their transfer. The Supplier undertakes to provide us with all information necessary for compliance with such regulations in individual cases. We are entitled to extraordinary termination of contracts with the Supplier if changes in applicable national or international export control laws and regulations or our internal regulations based thereon make the acceptance of the contractual services or the fulfilment of obligations arising from the contract impossible and do not appear possible in the foreseeable future.

7. Acceptance of work services

- 7.1 The acceptance of work services shall take place formally by us after completion of the work by countersigning an acceptance report. In the case of services which can no longer be inspected and examined later due to further execution, the Supplier must request us in writing in good time to inspect them. Fictitious acceptance by silence in response to a request for acceptance by the Supplier, by payment or by actual use is excluded.
- 7.2 The Supplier shall arrange for any kind of officially prescribed acceptance, in particular acceptance by recognised experts, at its own expense prior to acceptance of the work performance, unless this service is expressly excluded from the scope of performance. Official certificates regarding the absence of defects and any official acceptances must be sent to us in good time before acceptance of the work performance.

8. Force majeure

- 8.1 Force majeure, operational disruptions through no fault of our own, unrest, official measures and other unavoidable events such as pandemics shall release us from our obligation to accept ordered goods or services in good time for the duration of the event. Both parties are obliged to provide each other with the necessary and reasonable information without delay and to adjust their obligations temporarily to the changed circumstances, in particular to possible changes in market requirements, in good faith. During such events and within two weeks after their end, we are entitled - without prejudice to our other rights - to withdraw from the contract in whole or in part in the event that an adjustment is not suitable, provided that these events are not of insignificant duration.
- 8.2 The provisions of Clause 8.1 shall also apply in the event of industrial disputes.

9. Payment

- 9.1 Unless otherwise agreed with the Supplier, payment shall be made within 14 days less 3% discount on the net invoice amount or within 30 days net. The payment period shall not commence until the goods have been received in accordance with the contract, including proper delivery notes and invoices.
- 9.2 Invoices must be submitted to us quoting our order number. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- 9.3 The Supplier is not authorised to assign claims to which it is entitled against us or to have them collected by third parties without our prior written consent. Should the Supplier assign claims or have them collected by third parties without our consent, we shall continue to be entitled to make payments to the Supplier with discharging effect.
- 9.4 The time of payment has no influence on the Supplier's warranty or on the right of return. In the event of defective delivery, we shall be entitled to withhold payment on a pro rata basis until proper fulfilment.

- 9.5 The Supplier shall only have a right of set-off and/or retention on the basis of counterclaims that have been recognised by declaratory judgement or are undisputed or ready for judgement in pending legal proceedings.

10. Quality assurance

The delivered goods must comply with the applicable domestic and foreign statutory provisions, the regulations and guidelines of authorities, trade associations and professional organisations, the latest state of the art and the properties and quality requirements specified in the order. The Supplier is obliged to inform us in writing of any restrictions on use and declaration obligations for the delivered goods.

11. Liability for defects

- 11.1 The Supplier warrants that the delivered goods are free of material defects and defects of title. The obligation to inspect shall commence upon receipt of the goods at the place of receipt specified in the order and shall extend to recognizable defects. Obvious defects must be reported in writing within 12 working days of receipt of the goods. Hidden defects which only become apparent during processing or use must be reported within 12 working days of their discovery, but no later than 12 months after delivery. The statutory limitation period for claims for defects shall remain unaffected. The Supplier waives the objection of delayed notification of defects, unless the defect was already obvious during a proper incoming goods inspection.
- 11.2 In the event of delivery of defective goods, the Supplier shall be obliged, at our request, to sort out the defective goods and to carry out subsequent improvement or subsequent delivery within a reasonable period set by us. In this case, the Supplier is obliged to bear all expenses necessary for this purpose. The Supplier is not entitled to refuse the type of subsequent performance requested by us. If subsequent performance is refused, fails, is unreasonable for us or the same goods delivered again with defects, we shall be entitled to reduce the purchase price or to withdraw from the contract. If the Supplier does not begin to remedy the defect after our request to remedy the defect, in urgent cases, after setting a reasonably short deadline for remedy, in particular to avert acute danger or avoid major damage, we shall be entitled to remedy the defect ourselves or have it remedied by a third party at the Supplier's expense.
- 11.3 The limitation period for claims for defects shall end three (3) years after the transfer of risk. In the event of defects in a work or in items for a work and these have caused the material defect, the statutory periods shall apply.
- 11.4 In the event of replacement delivery and rectification of defects, the limitation period for replaced and repaired parts shall begin anew, unless we had to assume from the Supplier's conduct that he did not consider himself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
- 11.5 Within the scope of subsequent performance, the Supplier shall bear the transport, travel, labour, installation, removal and material costs. If, as a result of a defective delivery, we incur costs and expenses in connection with the repair or replacement of the subject matter of the contract which we could reasonably incur, in particular costs and expenses for sorting, for an incoming goods inspection exceeding the usual scope, for the examination and analysis of the defect, as well as costs for the involvement of external or own personnel, the Supplier shall bear these costs, unless he is not responsible for the defect. Any contributory negligence on our part shall be taken into account when determining the costs eligible for compensation in accordance with § 254 BGB.
- 11.6 Insofar as automobile manufacturers as our customers apply a reference market procedure or a similar procedure customary in the automotive industry for the determination and settlement of warranty claims against us due to the defectiveness of our products, this procedure shall also apply to the relationship between the Supplier and us, insofar as the defect is attributable to the Supplier's products.
- 11.7 The Supplier shall be responsible for the fault of its subcontractors as if it were its own fault. Our claims arising from liability for defects of title shall lapse within a period of three years, calculated from our knowledge or grossly negligent ignorance of the underlying breach of duty.
- 11.8 Our rights of recourse against the Supplier due to claims for defects in accordance with §§ 327u, 445a, 445b, 478 BGB remain unaffected.

12. Liability

- 12.1 Insofar as the Supplier is responsible for product damage, he shall be obliged to indemnify us on first demand against claims for damages by third parties, for example arising from liability for defects, product liability or other claims, insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
- 12.2 Within the scope of its liability for cases of damage within the meaning of Clause 12.1, the Supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action lawfully carried out by us or by our customer. We shall inform the Supplier in good time of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.
- 12.3 Any liability for indirect damages, consequential damages, loss of profit and other unforeseeable damages on the part of us is excluded to the extent permitted by law. This does not apply to damages caused by intent or gross negligence.
- 12.4 The Supplier undertakes to maintain product liability insurance with appropriate cover for personal injury and property damage; if we are entitled to further claims for damages, these shall remain unaffected. Upon request, the Supplier shall send us a copy of the insurance policy at any time or, at our separate request, a current confirmation of insurance.

13. Intellectual Property rights of third parties

- 13.1 The Supplier undertakes to ensure that no intellectual property rights or other rights of third parties are infringed in connection with its delivery.
- 13.2 If claims are asserted against us by a third party for this reason, the Supplier shall be obliged to indemnify us against these claims upon first written request; this shall not apply if the Supplier is not responsible for the infringement of third-party rights for example if the delivery is based on our specifications. In the event of indemnification, we are not authorised to make any agreements with the third party - without the Supplier's consent - in particular to conclude a settlement.
- 13.3 The Supplier's obligation to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
- 13.4 Our claims arising from liability for defects of title shall become time-barred within a period of three years, calculated from our knowledge or grossly negligent ignorance of the underlying breach of duty.

14. Use of Confidential Information

- 14.1 We reserve ownership rights to the illustrations, drawings, calculations and other documents provided to the Supplier; the same applies to our copyrights, insofar as the documents are copyrightable. The documents may not be made accessible to third parties without our express written consent. They are to be used exclusively for the purposes specified in our order; they are to be returned to us upon written request, but at the latest after the order has been processed. The Supplier shall have no right of retention to these documents. The complete return or destruction must be confirmed in writing.
- 14.2 If the Supplier discloses the documents received from us to his sub-suppliers or subcontractors with our prior written consent, he shall oblige his suppliers accordingly. Commercial and technical details that have become public knowledge are excluded from the confidentiality obligation.

15. Other obligations of the Supplier

- 15.1 The Supplier shall be obliged to pay the employees deployed by it for the performance of the commissioned services in accordance with the underlying contract at least the minimum wage in accordance with the Minimum Wage Act in its respective applicable version. We may request written proof of payment of the minimum wage from the Supplier at any time during the period of the commissioned work or services; in this case, the Supplier is obliged to provide us with written proof immediately, but at the latest within three working days of receipt of the request.
- 15.2 The Supplier shall indemnify us against all claims in the event of a breach of the provisions of the Minimum Wage Act by the Supplier or its subcontractors.
- 15.3 Irrespective of other rights of cancellation and withdrawal, we are entitled to withdraw from the contract with immediate effect or to terminate the contract if the Supplier and/or its subcontractors

culpably violate the above provisions or the Minimum Wage Act in its respective current version. The Supplier shall be obliged to compensate us for any damage incurred as a result of the cancellation or termination. Claims of the Supplier for non-fulfilment are excluded. Otherwise, the consequences of cancellation and termination shall be governed by the statutory provisions.

16. Data protection

- 16.1 If the Supplier receives access to personal data or processes confidential information from us that contains personal data, it shall ensure that the applicable data protection regulations are complied with, in particular the principles of Art. 5 GDPR. The Supplier shall ensure that its employees only have access to the personal data to the extent that this is necessary in accordance with the need-to-know principle and after instructing them about the data protection regulations to be complied with and obliging them to handle the personal data confidential. The Supplier shall take appropriate technical and organisational measures to ensure a level of data protection that is at least adequate with regard to the risk resulting from the processing.
- 16.2 If the Supplier processes personal data on our behalf as a processor within the meaning of Art. 4 No. 8 GDPR, it shall only be authorised to process this personal data in accordance with documented instructions from us and only after it has concluded a separate data processing agreement with us in accordance with Art. 28 GDPR ("DPA"). Unless expressly agreed otherwise in the DPA, the Supplier shall only process this data within the territory of the European Union.
- 16.3 If the Supplier processes our personal data outside the territory of the European Union or the European Economic Area, we will conclude the relevant module of the EU standard contractual clauses for the transfer of personal data to third countries in the applicable version with the Supplier, if necessary.

17. Compliance

- 17.1 Within the business relationship with us, the Supplier undertakes not to offer, grant, demand or accept advantages in business dealings or in dealings with public officials that violate applicable anti-corruption regulations.
- 17.2 The Supplier undertakes not to enter into any agreements or concerted practices with other companies within the business relationship with us which have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust regulations.
- 17.3 The Supplier shall inform us immediately of any infringement or of the initiation of official investigation proceedings due to an infringement. In addition, we shall be entitled to request information in writing about the infringement and the measures taken to remedy and prevent it in the future if there are indications of an infringement by the supplier.
- 17.4 In the event of a breach of one of the above provisions, we shall be entitled to demand that the Supplier immediately cease and desist and reimburse us for all damages incurred by us as a result of the breach and/or to terminate the individual agreements in writing for good cause without observing a notice period. The Supplier shall indemnify us in full against all third-party claims and liabilities to third parties that we incur as a result of a breach of one of the aforementioned obligations on the part of the Supplier, its subcontractors or the respective subcontractors used.
- 17.5 In the event of a breach of antitrust law in the form of hardcore restrictions, i.e. in the event of price, submission, quantity, quota, territorial or customer agreements by the Supplier, the amount of compensation shall be 15% of the net turnover that was generated with us with products or services of the Supplier that were subject to antitrust law before we became aware of the breach. This shall not affect the Supplier's right to prove that the amount of damages is lower or that no damages were incurred. This also applies to the assertion of higher damages and other contractual or statutory claims by us.

18. Sustainability and human rights

- 18.1 The Supplier shall comply with the applicable statutory regulations and ordinances on environmental protection, health and safety at work, the treatment of employees and the protection of human rights. Furthermore, the Supplier shall observe the principles of the UN Global Compact Initiative and ensure that its subcontractors also act accordingly. These essentially concern the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment, and responsibility for the environment.

- 18.2 We reserve the right to withdraw from existing contracts or to terminate them without notice in the event of serious violations of the law by the Supplier and in the event of violations of the provisions in Section 18.1.

19. Final provisions

- 19.1 The place of fulfilment for deliveries and services is the destination specified by us.
- 19.2 All agreements must be made in writing. Amendments and additions to this contract, including this written form clause, must also be made in writing. The written form requirement is also fulfilled by fax, remote data transmission or e-mail. The same applies to ancillary and additional agreements. We are not bound by verbal agreements or assurances made by our employees.
- 19.3 Should any provision of these Terms and Conditions for Purchase be or become invalid in whole or in part, the invalidity of this provision shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally valid provision that comes closest to the economic purpose of the invalid provision. The same applies to any loopholes.
- 19.4 The relations between us and the Supplier are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the standards of international private law referring to it.
- 19.5 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be our place of business. However, we are also entitled, at our discretion, to bring an action at the place of performance of the delivery obligation or at the Supplier's place of business.

UMFOTEC ACOUSTIC SOLUTIONS GmbH, Speckweg 2, 37154 Northeim, Germany, 18 March 2025