

General Terms and Conditions of Purchase of S.F. Components GmbH

1. Scope of Application, Form, Statutory Provisions

1.1. These General Terms and Conditions of Purchase ("GTCP") apply to all business relationships between S.F. Components GmbH ("Purchaser" or "we") and our business partners and suppliers ("Suppliers"). The GTCP apply only if the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.

1.2. The GTCP apply in particular to contracts for the sale and/or delivery ("Delivery" or "Performance") of movable goods ("Goods"), regardless of whether the Supplier manufactures the Goods itself or procures them from third-party suppliers (Sections 433, 650 of the German Civil Code (BGB)). Unless otherwise agreed, the GTCP in the version valid at the time of the Purchaser's order or, in any case, in the version last provided to the Supplier in text form, shall also apply as a framework agreement to similar future contracts without our having to refer to them again in each individual case.

1.3. Our GTCP apply exclusively. Any general terms and conditions of the Supplier that deviate from, conflict with or supplement our GTCP shall only become part of the contract if and to the extent that we have expressly agreed to their application in writing. Our GTCP shall also apply if we accept the Supplier's performance without reservation, despite being aware of the Supplier's terms and conditions that conflict with or deviate from our GTCP.

1.4. Individual agreements (e.g., framework supply agreements, quality assurance agreements) and details in our order shall take precedence over these GTCP. In case of doubt, commercial terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

1.5. Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g., setting of deadlines, reminders, withdrawal) must be made in writing, i.e., in written or text form (e.g., letter, e-mail). More stringent statutory formal requirements and further proof, especially in cases of doubt regarding the authority of the person making the declaration, shall remain unaffected.

1.6. Any references to the applicability of statutory provisions are for clarification purposes only. Therefore, statutory provisions shall apply even without such clarification, unless they are directly amended or expressly excluded in these GTCP.

2. Offer – Conclusion of Contract

2.1. The Supplier is obliged to confirm our order in writing within a period of three (3) working days or, in particular, to execute it without reservation by dispatching the goods (implied acceptance).

2.2. A late acceptance shall be deemed to constitute a new offer by the Supplier to conclude a contract and requires our acceptance.

3. Delivery Time – Delay in Delivery

3.1. The delivery period specified by us in the order shall be binding. If neither the delivery period nor a delivery date is stated in the order and no other agreement has been made, the delivery period shall be three (3) weeks from acceptance (conclusion of the contract). The Supplier is obliged to inform us immediately in writing if the Supplier is likely to be unable to meet agreed delivery periods for any reason whatsoever.

3.2. If the Supplier does not perform or does not perform within the agreed delivery period, or if the Supplier is in default, our rights – in particular the right to withdraw from the contract and to claim damages in lieu of performance – shall be determined in accordance with the statutory provisions. The regulations in Section 3.3 shall remain unaffected.

3.3. If the Supplier is in default of delivery, we may—without prejudice to further statutory claims (in particular the right to withdraw from the contract and to claim damages in lieu of performance)—demand liquidated damages for our delay-related loss amounting to 0.5% of the net delivery value for each completed calendar week but not exceeding a total of 5%. We reserve the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only substantially lower damage has been incurred.

4. Delivery, Passing of Risk, Default of Acceptance

4.1. The Supplier bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g., limitation to stock on hand).

4.2. Delivery shall generally be made "free domicile" to the place specified in the order ("Destination"). If the destination is not specified and no other agreement has been made, delivery shall be made to our business premises in Maisach, Germany (collectively hereinafter referred to as the "Place of Delivery"). The respective Place of Delivery shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).

4.3. The Supplier is not entitled to make partial deliveries without our consent.

4.4. The Supplier shall ensure that a delivery note is enclosed with the delivery, stating the date (issue and dispatch), the contents of the delivery (article number and quantity), and our order reference/order number/purchase order (date and number). If the delivery note is missing or incomplete upon delivery, we shall not be responsible for any resulting delays in processing and payment. A separate shipping confirmation containing the same information shall be sent to us in advance, independently of the delivery note.

4.5. Upon delivery at the Place of Delivery, the risk of accidental loss and accidental deterioration of the goods shall pass to us. If an acceptance of the performance (e.g., in the case of contracts for work and services) has been agreed, such acceptance shall be decisive for the passing of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance. Acceptance and delivery shall be deemed equivalent if we are in default of acceptance.

4.6. The statutory provisions shall apply for determining whether we are in default of acceptance. However, the Supplier must expressly offer its performance to us even if a specific or determinable time is agreed for an act or cooperation on our part (e.g., provision of materials). If we are in default of acceptance, the Supplier may claim compensation for additional expenses in accordance with the statutory provisions (Section 304 German Civil Code (BGB)). If the contract concerns a non-fungible item to be manufactured by the Supplier (custom-made product), the Supplier shall have further rights only if we are obliged to cooperate and the lack of cooperation is attributable to us.

5. Prices – Terms of Payment

5.1. The price specified in the order is binding. All prices are deemed to include statutory value added tax, unless this is shown separately.

5.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Supplier (e.g., assembly, installation) as well as all incidental costs (e.g., proper packaging, transport costs including any transport and liability insurance).

5.3. The agreed price shall be due for payment 30 calendar days after complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net invoice amount, unless otherwise agreed. In the case of bank transfers, payment shall be deemed to have been made in due time if our transfer order is received by our bank before the expiry

of the payment period; we are not responsible for delays caused by the banks involved in the payment process.

5.4. We do not owe any default interest. The statutory provisions shall apply in the event of payment default.

5.5. We are entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law.

5.6. The Supplier shall only be entitled to rights of set-off or retention in respect of counterclaims that have been established by a final court judgment or are undisputed.

6. Retention of Title, Confidentiality

6.1. If we provide materials to the Supplier, we retain title to such materials. Processing, mixing or combining (further processing) of materials provided by us by the Supplier shall be carried out for us. If the material provided by us is processed or mixed with other items not belonging to us, we shall acquire co-ownership of the new product in proportion to the value of our material to the other processed items at the time of processing.

6.2. If we further process the delivered goods, we shall be deemed the manufacturer and shall acquire ownership of the product at the latest upon further processing, in accordance with statutory provisions.

6.3. To the extent that the security rights to which we are entitled under clauses 6.1 and 6.2 exceed the purchase price of all our outstanding, unpaid goods subject to retention of title by more than 10%, we are obliged, at the Supplier's request, to release security rights at our discretion.

6.4. We retain title and other rights to illustrations, plans, drawings, calculations, instructions, product descriptions, and other documents ("Documents"). Such Documents are to be used solely for the contractual performance and must be returned to us without request after fulfillment of the delivery obligations.

6.5. The above provision in Clause 6.5 applies accordingly to substances and materials (e.g., software, finished and semi-finished products) as well as to tools, templates, samples, and other items which we provide to the Supplier for manufacturing purposes (cf. Clause 6.1). Such items, as long as they are not processed, must be stored separately at the Supplier's expense and insured to a reasonable extent against destruction and loss.

6.6. The Documents must be kept confidential from third parties. This confidentiality obligation continues to apply after performance of the contractual obligations. It does not expire until, and to the extent that, the manufacturing knowledge contained in the Documents becomes generally known or was demonstrably already known to the Supplier at the time of receipt of the Documents.

7. Inspection for Defects – Liability for Defects

7.1. In accordance with statutory provisions, the Supplier is particularly liable for ensuring that the goods possess the agreed quality at the time risk passes (see especially Section 4.5). Any product descriptions (including drawings, dimensions, material specifications, tolerances, and others), that—especially by designation or reference in our order—form part of the respective contract or are incorporated into the contract in the same way as these GTCP, shall in any case be deemed to constitute an agreement regarding quality. It is irrelevant whether the product description originates from us, the Supplier, or the manufacturer.

7.2. At the time of conclusion of the contract, we are not obliged to inspect the goods or make special inquiries regarding potential defects. Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), our rights relating to defects shall remain unaffected even if, due to gross negligence, we were unaware of the defect at the time of conclusion of the contract.

7.3. The statutory provisions on the commercial duty of inspection and notification of defects (§§ 377, 381 German Commercial Code (HGB)) apply, subject to the following: Our duty to inspect is limited to defects that become apparent during our incoming goods inspection through visual examination, including inspection of supplied documents (e.g., transport damage, incorrect or short delivery), or that are identifiable upon sample testing. Where acceptance has been agreed (see Section 4.5), there is no duty to inspect. Otherwise, it depends on the extent to which an inspection is appropriate in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to notify defects discovered later remains unaffected. Irrespective of our duty of inspection, our notification of defects shall, in any case, be deemed timely and without undue delay if made within fourteen (14) working days of discovery in the case of hidden defects, or—in the case of obvious defects—upon delivery to the place of delivery.

7.4. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g., due to particular urgency, risk to operational safety, or impending disproportionate damages), no time limit needs to be set; in such circumstances, we will inform the Supplier immediately and, where possible, in advance.

7.5. Unless otherwise agreed, the location for subsequent performance is the place of delivery.

7.6. In all other respects, in the event of material or legal defects in the goods, we are entitled to reduce the purchase price or withdraw from the contract in accordance with statutory provisions. In addition, we are entitled under statutory provisions to claim damages and reimbursement of expenses, in particular damages in lieu of performance.

8. Supplier Recourse

8.1. Our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u German Civil Code (BGB)) are available to us without limitation in addition to claims for defects. In particular, we are entitled to demand from the Supplier exactly the type of subsequent performance (remedy of defects or replacement delivery) that we owe to our customer in each individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

8.2. Before we acknowledge or fulfill any claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 paras. 2, 3, 6 sentence 2, 475 para. 4 BGB), we will notify the Supplier and, with a brief description of the facts, request a written statement. If a substantiated statement is not provided within a reasonable period and no mutually agreed solution is reached, the defect claim actually granted by us to our customer shall be deemed owed to the customer. In such case, the burden of proof lies with the Supplier.

8.3. Our claims from supplier recourse shall also apply if the defective goods were further processed by us, our customer, or a third party, for example by incorporation, attachment, installation with another product, or by any other means.

9. Product Liability

9.1. If the Supplier is responsible for a product-related damage, the Supplier shall indemnify us against third-party claims to the extent that the cause lies within its sphere of control and organization and it is liable to third parties.

9.2. Within the scope of its indemnification obligation, the Supplier shall reimburse us for any expenses pursuant to §§ 683, 670 of the German Civil Code (BGB), or pursuant to §§ 830, 840, 426 BGB, arising from or in connection with claims by third parties, including recall actions carried out by us. We will inform the Supplier—where possible and reasonable—in advance about the content and scope of

recall measures and give the Supplier an opportunity to comment. Further statutory claims remain unaffected.

9.3. The Supplier shall take out and maintain product liability insurance with a lump-sum coverage of at least EUR 10 (ten) million per personal injury/property damage claim, at least until the expiration of the limitation period for defects. Any further claims to which we are entitled remain unaffected.

10. Intellectual Property Rights

10.1. The Supplier warrants that, in connection with and through its delivery, no third-party rights in the EU or in any other country where it manufactures or has the goods manufactured are infringed.

10.2. If we are subject to claims by a third party for this reason, the Supplier is obliged, upon our first written request, to indemnify us against such claims for damages.

10.3. In the event of damage claims by the third party, the Supplier reserves the right to prove that it was not responsible for the infringement of the third party's rights. We are not entitled to make any arrangements with the third party—particularly to settle—without the Supplier's consent.

10.4. The Supplier's obligation to indemnify relates to all expenses necessarily incurred by us out of or in connection with claims asserted by a third party, unless the Supplier proves that it is not responsible for the breach of duty underlying the infringement of intellectual property rights.

11. Limitation Period

11.1. The reciprocal claims of the contracting parties are subject to the statutory limitation periods, unless otherwise provided below.

11.2. Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for (material) defect claims and for claims under Section 10 shall be three (3) years, commencing upon the passing of risk. Where acceptance has been agreed, the limitation period begins upon acceptance. The three-year limitation period applies accordingly to claims for legal defects, whereby the statutory limitation period for third-party proprietary claims for restitution (§ 438 (1) No. 1 BGB) remains unaffected; additionally, claims for legal defects do not expire as long as the third party can still assert the right against us, in particular due to the absence of limitation.

11.3. The limitation periods under sales law, including the aforementioned extension, shall apply—to the statutory extent—to all contractual claims for defects. Where we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless application of the sales law limitation periods results in a longer limitation period in the individual case.

12. Choice of Law and Jurisdiction, Severability Clause, Miscellaneous

12.1. These GTCP and the contractual relationship between us and the Supplier are governed by the laws of the Federal Republic of Germany.

12.2. If the Supplier is a merchant as defined by the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive—even international—place of jurisdiction for all disputes arising from the contractual relationship shall be our place of business in Maisach, Germany. The same applies if the Supplier is an entrepreneur within the meaning of Section 14 BGB. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation under these GTCP or a prevailing individual agreement, or at the general place of jurisdiction of the Supplier. Statutory provisions, in particular those on exclusive jurisdiction, remain unaffected.

12.3. Should any provision of these GTCP be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The same shall

apply if and to the extent that these GTCP prove to have an omission. The parties undertake to agree in place of the invalid or unenforceable provision or to fill any omission with a reasonable provision that most closely reflects what the parties intended economically or would have intended in accordance with the spirit and purpose of these GTCP if they had considered the point.

12.4. We reserve the right to amend these GTCP at any time with effect for the future, provided there is an objective justification. Amendments shall be communicated to the Supplier in text form at least four weeks before they take effect. If the Supplier does not object to the amendment within two weeks of receiving notification, the amendments shall be deemed accepted. In the amendment notice, we will specifically inform the Supplier of the right to object and the consequences of remaining silent.

12.5. These GTCP are drafted in both English and German. In case of discrepancies between the German and English versions, the German version shall prevail.

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